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 **August 18, 2026**, at **5:00 P.M.**, 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 "National Aviation Day" (Commissioner L. Macias; Commissioner T. Villarreal)

**2)** Recognizing the Brownsville Police Department SWAT Competition Team (Mayor J. Cowen; Commissioner P. Cardenas)

**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)** Presentation on Municipal Court collection services provided by Perdue, Brandon, Fielder, Collins & Mott, LLP, including the Brownsville City Fines and Fees Collection Report for the period of October 1, 2025, through March 31, 2026. (Municipal Court)

**2)** Receive a presentation on USL Steering Committee.

**CITY MANAGER'S UPDATE(S)**

**1)** Driver Safety Training

**2)** Pet of the Month Adoption Spotlight

**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 of approval of minutes from the City Commission Regular Meetings held on July 21, 2026. (Office of the City Secretary)

**2)** Consideration and **ACTION** to approve the second one-year renewal of the Professional Service Agreement for Marketing and Advertising Services (RFP ASC-89-0623) with Dovetail, Inc for the Brownsville South Padre Island International Airport for an amount not to exceed $450,000. (Airport Department).

**3)** Consideration and **ACTION** to ratify Amendment No. 2 to Contract No. HHS001309800001 with the Texas Department of State Health Services and authorize the City Manager, or designee, to execute all necessary documents. (Department of Health, Wellness & Animal Services)

**4)** Consideration and **ACTION** to authorize the execution of the Safe Streets for All (SS4A) Grant Agreement between the City of Brownsville and the Federal Highway Administration (FHWA). (Multimodal Transportation)

**5)** Consideration and **ACTION** to authorize a Contract with G&E Escobedo Construction Inc. for Contract No. 218-26-EPW-IFB, Bore and Trenching On-Call Services, for a term consisting of a three (3) year base term with two (2) optional one-year renewal periods. (Engineering and Public Works Department)

**6)** Consideration and **ACTION** to adopt and enter into an Interlocal Agreement with Cameron County for certain administrative, financial, and other matters concerning City and County participation in the Estrella Reinvestment Zone Number Six, City of Brownsville, and authorize the City Manager to execute the same. (Office of the City Attorney/ Planning and Redevelopment Department)

**7)** Consideration and **ACTION** to authorize the execution of an Interlocal Cooperation Agreement by and between the City of Brownsville and the Cameron County Elections Office for election services for the purpose of the Charter Amendment ; and dealing with related matters. (Office of the City Secretary)

Consideración y **ACCIÓN** para autorizar la firma de un Acuerdo de Cooperación Interlocal entre la Ciudad de Brownsville y la Oficina de Servicios Electorales del Condado de Cameron para la prestación de servicios electorales para la Enmienda a la Carta Municipal; y abordar asuntos relacionados. (Oficina de la Secretaria Municipal)

**8)** Consideration and **ACTION** to adopt **Resolution No. 2026-116**, repealing and replacing all prior resolutions creating the Youth Advisory Board and establishing governing bylaws of the Youth Advisory Board (YAB). (City Manager's Office)

**9)** Consideration and **APPROVAL** on **SECOND** and **FINAL READING** of **Ordinance Number 2026-1814**, amending Chapter 2, Administration, Article II, City Commission, Section 2-26, Meetings and agendas, in order to adopt rules and procedures for executive session, including preserving confidentiality of topics discussed in executive session. (Office of the City Attorney/ City Manager's Office)

**10)** Consideration and **APPROVAL** on **SECOND** and **FINAL READING** acknowledging the City Secretary's Certificate of Sufficiency for the Charter Amendment Petition, proposing the Brownsville First Jobs & Contracts Policy, establishing provisions relating to local hiring, City-funded contracts, small business participation, workforce development, transparency, and safe working conditions; and **APPROVAL** on **SECOND** and **FINAL READING** on **Ordinance Number 2026-1819** ordering a Charter Amendment Election to be held on Tuesday, November 3, 2026; providing for the publication and posting of notice; providing for early voting dates, times, and locations; and dealing with related matters. (Office of the City Secretary/Office of the City Attorney)

Consideración y **APROBACIÓN** en **SEGUNDA** y **ÚLTIMA LECTURA** para dar constancia del Certificado de Suficiencia de la Secretaria Municipal para la Petición de Enmienda a la Carta Municipal que propone la adopción de la Política Brownsville First Jobs & Contracts, estableciendo disposiciones relacionadas con la contratación local, los contratos financiados por la Ciudad, la participación de pequeñas empresas, el desarrollo de la fuerza laboral, la transparencia y condiciones laborales seguras; y Consideración y **APROBACIÓN** en **SEGUNDA** y **ÚLTIMA LECTURA** de la Ordenanza número de la **Ordenanza Número 2026-1819** ordenando una elección de enmienda a la Carta Municipal para llevarse a cabo el martes, 3 de noviembre de

2026; disponiendo la publicación y fijación de avisos; estableciendo las fechas, horarios y lugares de la votación anticipada; y tratando asuntos relacionados. (Oficina de la Secretaria Municipal/Oficina del Abogado Municipal)

**PUBLIC HEARING(S)**

**1)** Public Hearing and **ACTION** on **FIRST READING** to adopt end-of-year budget amendment **Ordinance Number 2026-1781-B** to amend the Fiscal Year 2026 Budget. (Financial Services Department)

**2)** Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 2026-1815** of the City of Brownsville, Texas, to adopt the Fiscal Year 2027 Annual Budget for BCIC. (BCIC)

**3)** Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 2026-1816** of the City of Brownsville, Texas, to adopt the Fiscal Year 2027 Annual Budget for GBEDC. (GBEDC)

**4)** Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 2026-1820** of the City of Brownsville Texas to adopt the Fiscal Year 2027 Annual Budget. (Financial Services Department)**(Roll Call Vote Required)**

**5)** Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 2026-1821** to ratify the Fiscal Year 2027 budget that will raise more total property taxes than last year's budget. (Financial Services Department)**(Roll Call Vote Required)**

**6)** Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 2026-1822** levying ad valorem taxes for the Tax Year 2026 for the use and support of the Municipal Government of the City of Brownsville, Texas, for the Fiscal Year 2027, providing for the interest and sinking fund for the Fiscal Year 2027 City of Brownsville, Texas, General Obligation Debt. (Financial Services Department)**(Roll Call Vote Required)**

**7)** Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 2026-1817** to adopt the City of Brownsville's Downtown Renaissance's Master Plan. (Planning & Redevelopment)

**8)** Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 235-2026-018**, to rezone from Agriculture (AG) to Residential Single-Family (R-1) to allow a single-family residential subdivision for all of Summer Lakes Subdivision Phase 4, Cameron County, Texas, located at Summerhill Boulevard, Brownsville, Texas 78520, as shown in Exhibit "A". (District 4) (Planning & Redevelopment Department)

**9)** Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 235-2026-903-S**, to request a Specific Use Permit (SUP) in a Commercial Corridor (CC) zoning district to allow a commercial plaza and establish reduced setbacks for Lots 16, 17, and 18, Block 1, Naranja Vista Subdivision, Cameron County, Texas located at 9935 Naranjo Road, Brownsville, Texas 78521, as shown in Exhibit "A". (District 3) (Planning & Redevelopment Department)

**10)** Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 235-2026-904**, to rezone from Residential Single-Family (R-1) to Residential Suburban (R-2) to allow an existing duplex subdivision for all of Hidden Meadows Subdivision Section 2, Cameron County, Texas, located at Hidden Meadows Boulevard, Brownsville, Texas 78520, as shown in Exhibit "A". (District 4) (Planning & Redevelopment Department)

**11)** Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 235-2026-905**, to rezone from Commercial Corridor (CC) to Residential Transition (R-3) to allow an existing single-family development for an approximate 2.09 acres out of Lots 1, 2, 5, 6, 7, and 8, Block 40, out of Share 28 of the Brownell Tract, coming from a portion of El Jardin Subdivison, located at Lester Drive, Brownsville, Texas 78521, as shown in Exhibit "A". (District 2) (Planning & Redevelopment Department)

**12)** Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 235-2026-012**, to rezone from Residential Single-Family (R-1) to Residential Transition (R-3) to allow a townhome

development for 3.205 acres out of Share 4, Espiritu Santo Grant, Cameron County, Texas, located at Vasquez Ranch Road, Brownsville Texas 78520, as shown in Exhibit "A". (District 4) (Planning & Redevelopment Department)

**13)** Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 2026-1818,** making findings related to the Madeira Espiritu Santo Public Improvement District Number One, including: advisability of the special supplemental services, the estimated operation and maintenance costs, boundaries of the district, method of assessment, and apportionment of costs between the City of Brownsville and the District; updating the Service and Assessment Plan (SAP) that established the Madeira Espiritu Santo PID Number One; levying the assessments; and, also providing official notice of the PID's updated SAP to the Cameron County Clerk as required by Chapter 372, Texas Local Government Code. (Planning & Redevelopment Department/Office of the City Attorney/City Manager's Office) (Public Hearing Tabled from August 4, 2026 Commission Meeting)

## ITEMS FOR INDIVIDUAL CONSIDERATION(S)

**1)** Consideration and **ACTION** to grant employees an additional paid holiday and/or personal day based on the results of the Employee Time-Off Preference Survey for Fiscal Year 2026–2027. (Organizational Development & Human Resources Department)

**2)** Consideration and **ACTION** to award a managed print services contract to Documation, Inc. for the provision, installation, maintenance, and support of a managed print solution for a term of sixty-three (63) months, in an amount not to exceed $247,619 annually and a total contract amount not to exceed $1,300,000, as budgeted. (Information Technology Department)

**3)** Consideration and **ACTION** to to approve Guaranteed Maximum Price No. 2 with Noble Texas Builders, LLC, for construction of the Brownsville Public Safety Complex under the Construction Manager at Risk contract, RFQ #142-25-EPW-RFQ, in the amount of $74,181,729. (Enterprise Project Management Office)

## BOARD APPOINTMENT(S)

**1)** Consideration and **ACTION** on **Resolution Number 2026-117** to appoint or reappoint members to the Youth Advisory Board. (Office of the City Manager)

## EXECUTIVE SESSION

**1)** Closed session pursuant to Tex. Gov't. Code Section 551.071 (Consultation with Attorney) related to Project Ascend. (Office of the City Attorney/ City Manager's Office)

**2)** Closed session pursuant to Tex. Gov't. Code Section 551.071 (Consultation with Attorney) related to Collective Bargaining Agreement with Brownsville Police Officers' Association, Charter 290577-01 (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 Project Ascend. (Office of the City Attorney/ City Manager's Office)

**2)** Consideration and **ACTION**, if any, related to Collective Bargaining Agreement with Brownsville Police Officers' Association, Charter 290577-01. (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 **August 18, 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: | Mirla Deaton, Assistant Director |
| Date: | Tuesday, August 18, 2026 |
| Agenda #: | Presentation on Municipal Court collection services provided by Perdue, Brandon, Fielder, Collins & Mott, LLP, including the Brownsville City Fines and Fees Collection Report for the period of October 1, 2025, through March 31, 2026. (Municipal Court) |

**Summary:**
Presentation on Municipal Court collection services provided by Perdue, Brandon, Fielder, Collins & Mott, LLP, including the Brownsville City Fines and Fees Collection Report for the period of October 1, 2025, through March 31, 2026. (Municipal Court)

**Project Scope and Analysis:**

**Funding:**

**Source:** Not Applicable

**Amount:** Contingent Fee Agreement

**Local Contribution if Applicable:**

**Recommendation:**
Acknowledgment of Presentation

**Commission Pillar:**
Governance

**Attachments:**
1. City of Brownsville Collection Report - October 2025 - March 2026

PERDUE BRANDON FIELDER COLLINS & MOTT LLP

*ATTORNEYS AT LAW*

# City of Brownsville Collection Report

## Semi Annual 2025-2026



***June 2026***

When Experience, Reputation, and Performance Matter

# Collection Program

## October 2025 – March 2026

**The following is a brief overview of the collection activities of Perdue Brandon Fielder Collins and Mott, LLP for the City of Brownsville for delinquent court fines and fees collections for the period of October 1, 2025 through March 31, 2026.**

# Collection Center Activities

## October 2025- March 2026



Letters Mailed

**15,214**



Address Updates

**3,723**



Phone Contacts

**15,091**



Text Messages

**49,000**

# Fines & Fees Collections

## October 2025 – March 2026

**Total Cash Collected**
**$180,751**

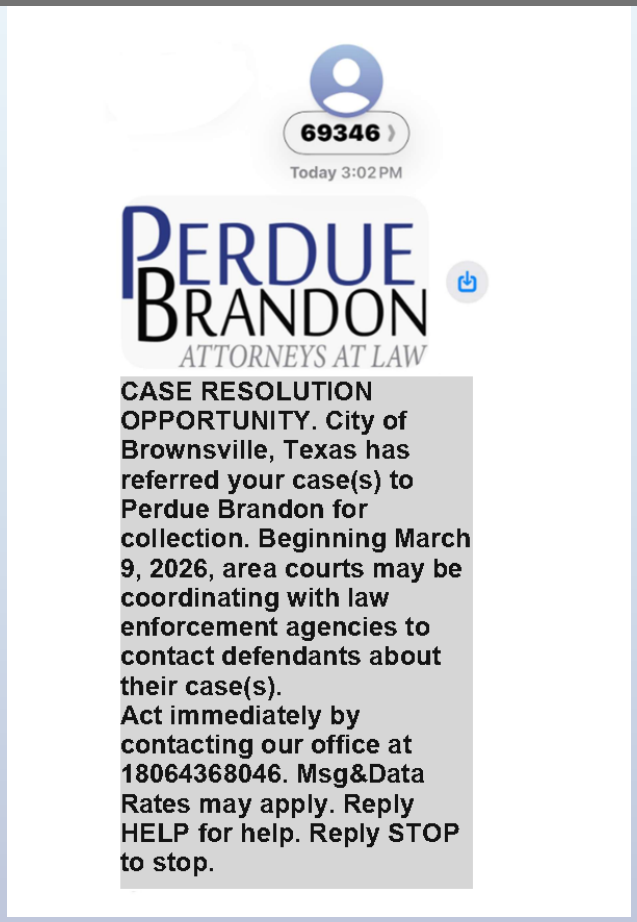
OCTOBER 2025 - MARCH 2026

***Source: City of Brownsville Collections Based on Invoiced Accounts***

# Case Resolution Program

## Specialized Campaign

### Text Messaging & Direct Mailing




## Media Campaign

### Billboards, Digital Ads & Print Ads

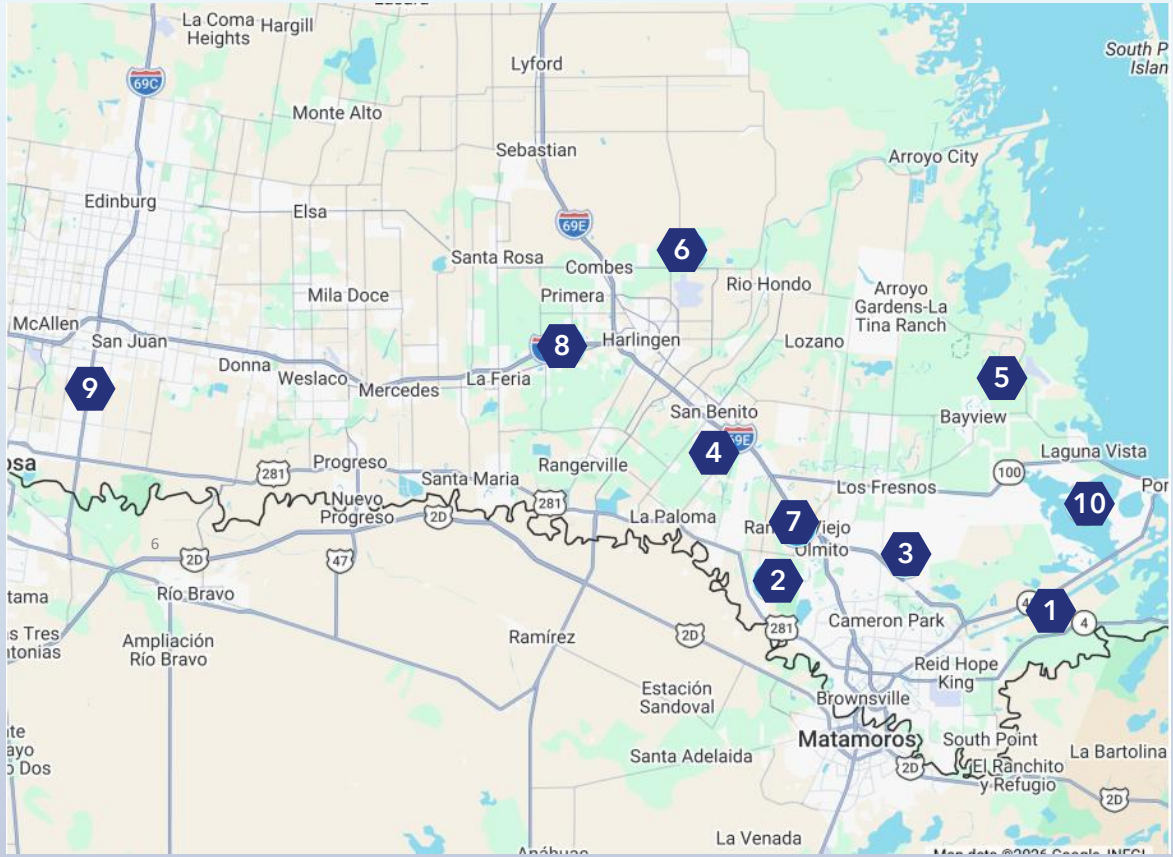





# Top 10 Zip Codes By Debtors

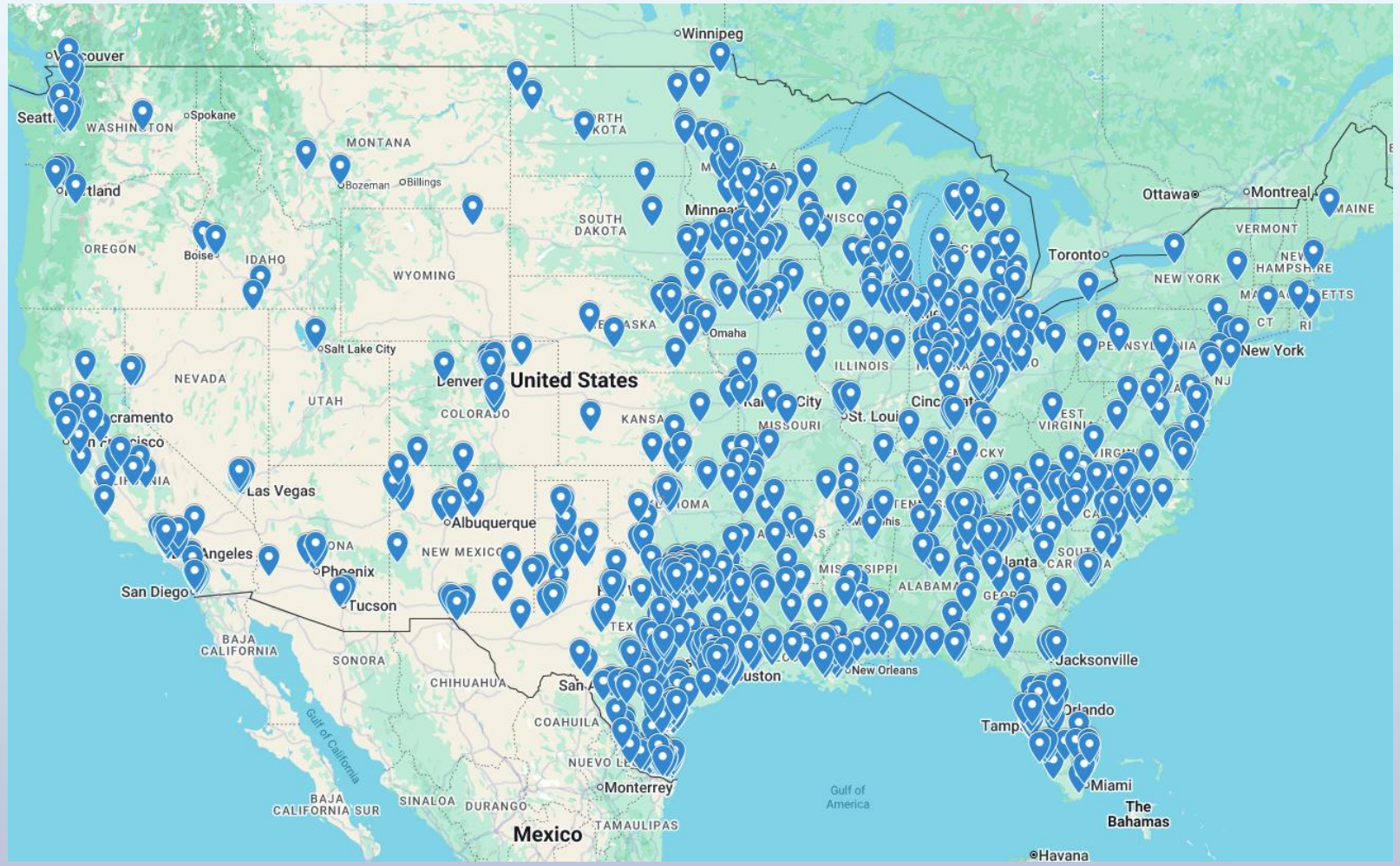
## October 2025-March 2026

1. **78521** • $5,325,783 (4,988)
2. **78520** • $2,897,370 (2,610)
3. **78526** • $1,473,063 (1,392)
4. **78586** • $460,121 (511)
5. **78566** • $342,206 (329)
6. **78550** • $194,156 (242)
7. **78575** • $142,087 (128)
8. **78552** • $98,785 (112)
9. **78577** • $51,859 (63)
10. **78578** • $52,201 (61)



# All Accounts

## October 2025 – March 2026



# Fines & Fees Collections

## March 2024 – March 2026




MARCH 2024 - MARCH 2026

***Source: City of Brownsville Collections Based on Invoiced Accounts***

PERDUE BRANDON

ATTORNEYS AT LAW

# THANK YOU

## FOR YOUR BUSINESS

www.pbfcm.com

| | |
|---|---|
| To: | Mayor and City Commission |
| Through: | Alan Guard, Interim City Manager |
| From: | Nathan Burkhart, Convention and Visitors Bureau and Office of Space Commerce Director |
| Date: | Tuesday, August 18, 2026 |
| Agenda #: | Receive a presentation on USL Steering Committee. |

**Summary:**
The presentation will serve as a status update regarding the progress of the engagement meetings that have been held with the USL Steering Committee and next steps.

**Project Scope and Analysis:**

**Funding:**

**Source:** N/A

**Amount:** N/A

**Local Contribution if Applicable:** N/A

**Recommendation:**

**Commission Pillar:**
Quality of Life & Vibrancy, Governance

**Attachments:**
None

| | |
|---|---|
| To: | Mayor and City Commission |
| Through: | Alan Guard, Interim City Manager |
| From: | |
| Date: | Tuesday, August 18, 2026 |
| Agenda #: | Consideration of approval of minutes from the City Commission Regular Meeting held on July 21, 2026. (Office of the City Secretary) |

**Summary:**

**Project Scope and Analysis:**

**Funding:**

**Source:**

**Amount:**

**Local Contribution if Applicable:**

**Recommendation:**

**Commission Pillar:**

**Attachments:**

1. M-07-21-2026

**THE STATE OF TEXAS §**
**CITY OF BROWNSVILLE §**
**COUNTY OF CAMERON §**

**MINUTES** of a **Regular Meeting** of the City Commission of the City of Brownsville, Texas, held on **Tuesday, July 21, 2026**, at **5:00 p.m.** at the **City Commission Chambers,** located at **1001 East Elizabeth Street** and **via Webex Teleconference Meeting by logging on at:**

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

The following City Commission members were present:

**JOHN COWEN, JR. Mayor**

**COMMISSIONERS:**

**TINO VILLARREAL At-Large "A"**

**NURITH GALONSKY At-Large "B"**

**BRYAN L. MARTINEZ District 1**

**LINDA C. MACIAS District 2**

**GUSTAVO DE LEÓN District 3**

**PEDRO E. CARDENAS District 4**

The following staff members were present:

**ALAN GUARD City Manager**

**FELIX SAUCEDA Deputy City Manager/Chief of Police**

**WILL TREVINO City Attorney**

**JENNIFER AVENDANO First Assistant City Attorney**

**MARINA ZOLEZZI Interim Assistant City Manager**

**EFREN TRUJILLO Interim Chief of Staff**

**MAYRA A. RIOS City Secretary**

The following staff members were absent:

**DOROTEO GARCIA Deputy City Manager**

## CALL TO ORDER

A quorum being present, Mayra Rios, City Secretary, read the call to order to consider the matters as posted and filed for the record in the Office of the City Secretary pursuant to the Texas Open Meetings Act.

Mayor John Cowen, Jr., called the meeting to order at 5:00 p.m.

### a) ROLL CALL

Mayor John Cowen, Jr., Commissioner Tino Villarreal, Commissioner Nurith Galonsky, Commissioner Bryan L. Martinez, Commissioner Linda C. Macias, Commissioner Gustavo De Leon, and Commissioner Pedro Cradenas.

**b) INVOCATION**

Pastor Brad Burkes delivered the invocation.

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

The Pledge of Allegiance to the United States Flag and the Texas Flag was led by member of the Troop 11 Avha Garcia, Mayor and City Commission.

**PROCLAMATION(S)**

*Mayra Rios, City Secretary, announced that the agenda would be modified to proceed with the proclamations prior to entering the executive session.*

**1) Recognizing "Scout Allen Hobbs" (Mayor J. Cowen; Commissioner T. Villarreal)**

Mayor John Cowen Jr. issued a proclamation recognizing Alan Hobbs for his exemplary leadership and community service in completing his Eagle Scout project, honoring a beloved educator with a butterfly garden memorial and contributing positively to the Kenmont Montessori School and the Brownsville community.

**EXECUTIVE SESSION**

**Motion:** Motion was made by Commissioner Tino Villarreal, seconded by Commissioner Bryan L. Martinez to convene into Executive Session at 5:07 p.m. The vote was cast 7 for, 0 against. The motion carried unanimously.

**1) 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)**

All items scheduled for discussion in the Executive Session were addressed, and a certified agenda was maintained.

Commissioner Gustavo De Leon did not participate in the executive session due to a conflict of interest and abstained from any related discussion and action. The required conflict-of-interest form had been submitted to the Office of the City Secretary.

Upon the conclusion of the Executive Session, Mayor John Cowen Jr. reconvened the Regular Meeting at 5:19 pm.

**PUBLIC COMMENT PERIOD**

Jesus C. submitted a Public Comment Form but wished to register his comments directly to the Commission noting conserves on fully eliminating tolls on Brownsville's international bridges, including reviewing impacts and alternative funding sources to ensure an open and transparent decision-making process.

Nora Marcos, 1905 W Maddisson st. Brownsville, Texas provided her name and address and, speaking on behalf of her father and mother, expressed concerns about alleged illegal dumping on

estate land, referenced penalties under the Texas Solid Waste Disposal Act, and urged the City of Brownsville to prevent such practices.

Yolanda Speece, 305 W. Madison St., Brownsville, Texas, addressed the Commission regarding concerns related to the City of Brownsville's meeting procedures.

Jessie Gonzalez, 64 Encino St. Brownsville, Texas, voiced concerns about the proposed AI data center's water use, potential pollution, and heavy power consumption, urged commissioners to prioritize the community's interests, and offered to discuss the matter.

Diablo Velez, 1254 E. Tyler St., Brownsville, Texas, addressed the Commission to express concerns regarding local and federal government regulations.

Mirta Hernandez, 1248 E. Monroe St., Brownsville, Texas, noted she supports the reuse of the old buildings but expressed concerns about noise, parking, traffic, and security for nearby residents, and respectfully requested operating limits, effective noise controls, parking arrangements, professional security, and strong enforcement measures if the project proceeds.

**PRESENTATION**

1) **Recreation Centers: Building on Today's Success, Planning for Tomorrow (Parks and Recreation Department)**

Sean De Palma, Director of Parks and Recreation Department, presented an update to the Mayor and Commissioners regarding three recent community surveys conducted to assess public interest in recreation facilities, programming, and the possibility of a new recreation center. He explained that the surveys, an in-house Parks and Recreation Department survey, a citywide survey conducted by On Point, and a YMCA/Four Square feasibility study, collectively gathered more than 2,000 responses. The Parks and Recreation Department survey received 933 responses, showing that 95 percent supported a new recreation center and 40 percent preferred a location in North Brownsville near the Sports Park. Respondents expressed strong interest in family recreation, wellness programs, youth activities, and indoor recreation, aligning with the city's Parks, Health, and Recreation Masterplan. The On Point survey, which received 709 responses, showed that 52 percent supported a new recreation center, 13 percent preferred modest investment in existing facilities, and 67 percent opposed additional taxes to fund improvements. The YMCA/Four Square feasibility study collected roughly 800 responses and found limited support for building a new standalone recreation center. Instead, the study highlighted opportunities for expanded programming and partnerships, noting low YMCA brand awareness and community price sensitivity. Respondents showed strong interest in family recreation, STEM programming, and health and wellness services through partnership-based models.

Mr. De Palma stated that findings from all three surveys consistently indicated that residents prioritize maintaining and modernizing existing recreation facilities, expanding programming through partnerships, and continuing long-term planning using data-driven strategies. He emphasized that these priorities align with the department's strategic approach: maintain, modernize, expand, partner, and plan. He also noted that two of the surveys were administered in

both English and Spanish to ensure broad community representation. Mr. De Palma informed the Commission that $300,000 has already been earmarked through BCIC to initiate planning work such as conceptual renderings, scope development, and cost analysis for a potential recreation center. He asked for future consideration to utilize these funds, explaining that such preliminary work is essential for transparency and for strengthening the city's ability to seek grants, sponsorships, philanthropy, federal funds, and public-private partnership opportunities.
Commissioner Linda C. Macias raised questions regarding coordination with the Friends of Dean Porter Park. Mr. De Palma confirmed that the department collaborates with the organization and sits on its board, though their recent survey was conducted independently. He stated that trends identified by the Dean Porter Park group appear consistent with broader community feedback.

Mayor John Cowen Jr. emphasized the importance of minimizing taxpayer burden by prioritizing grants, sponsorships, and philanthropic contributions in any effort to pursue a new recreation center. Mr. De Palma agreed and reiterated that conceptual planning materials would greatly support the city's ability to secure outside funding.

**CITY MANAGER'S UPDATE(S)**

**1) Pet of the Month Adoption Spotlight**

Alan Guard, City Manager, addressed the Mayor and Commissioners to provide an update on efforts related to the Brownsville Animal Regulation and Care Center (BARC). He explained that he has been working with BARC to create opportunities that better educate the public about the services the center provides and to increase public awareness of adoption opportunities. Mr. Guard noted that many residents watch our City Commission meetings, making the meetings an effective platform for highlighting BARCC's work. He stated that beginning this month, BARC will bring one potential adoptee to the second commission meeting of each month and will also share a "fun fact" about the shelter or the city's animal population.
Joanna Medina, Assistant Director for the Department of Health, Animal Wellness, and Animal Services, introduced Jordan Wally, BARCC's Adoption Specialist, who presented the "Pets of the Month."

Ms. Wally explained that she has worked at the shelter for two and a half years and takes pride in learning each animal's personality to ensure placement not just in any home, but in a permanent and suitable one. She highlighted Honey, a dog who had been adopted as a puppy and later returned at six months due to her size; because the shelter often cannot determine specific breeds, staff estimate based on physical characteristics, and Honey spent 45 days at the shelter before ultimately finding success in the adoption program. She continued by reporting that Honey was later transferred to a rescue partner, noting that BARCC works with both in-state and out-of-state rescues to secure live outcomes. She also spotlighted Burrito, a dog injured after being struck by a vehicle who received foster care from a staff member and was adopted this week. She then described Zenny, a timid dog who spent about 70 days in the shelter and was frequently overlooked due to the challenges in photographing black-coated dogs, but who eventually found the right adopter. Finally, she presented Bridget, a dog who arrived pregnant and delivered a litter of puppies during her three-day stray hold; Bridget has been at the shelter for 60 days, and her puppies are now ready for adoption. Ms. Wally emphasized BARC's commitment to helping every animal find a home and encouraged the public to view adoptable pets online or visit in person, noting that each $25 adoption includes spay/neuter surgery, vaccinations, microchipping,

rabies vaccination, and flea/tick prevention, allowing adopters to focus on welcoming their new pet while knowing they are saving a life.

**2) City of Brownsville 2026 Summer Interns**

Alan Guard, City Manager, addressed the Mayor and Commissioners to recognize the City of Brownsville's 2026 summer interns, noting that 19 students from various universities contributed meaningful work across multiple departments. Mr. Guard emphasized that the internship program focused on providing real, hands-on experiences rather than clerical tasks, with the hope that some participants may become future city employees and bring their skills back to serve Brownsville. Certificates were prepared for the interns, though not all were present due to academic and personal obligations. Mr. Guard expressed appreciation for their dedication, noting that some students would continue their service into the fall. He thanked the Commission for its support in facilitating the internship program and highlighted the value the interns brought to the city. He concluded by inviting those in attendance to enjoy cupcakes provided as a small gesture of gratitude before closing his update and transitioning to the next agenda item.

**CONSENT AGENDA ITEM(S)**

**1)** Consideration of approval of minutes from the City Commission Regular Meetings held on June 16, 2026 and July 7, 2026. (Office of the City Secretary)

**2)** Consideration and **ACTION** to approve **Resolution Number 2026-111**, authorizing Brownsville Metro to provide free fare for Customer Appreciation Day that will be held on July 23, 2026, and finding a public purpose. (Brownsville Metro)

**3)** Consideration and **ACTION** to approve a contract with Nueces Farm Center, Inc. in the Amount of $482,928.23 for Contract No. 273 26 ISD CP, for the Purchase and Delivery of an SP 33 Slip Form Paver and Related Equipment for Engineering & Public Works Department, as budgeted. (Internal Services Department)

**4)** Consideration and **ACTION** to approve the purchase of trash cans and benches for Downtown Core (DT-C) as defined in Unified Development Code, and other areas of downtown as needed, based on community input from the Downtown Renaissance Master Plan in the amount of $813,339.30 as budgeted. (Planning & Redevelopment Department)

**5)** Consideration and **ACTION** to award a Contract to Terracon Consultants, Inc. in the amount of $126,425 for materials testing and inspection services, Contract No.309-26-EPMO-CMA, for Bid Package No. 1 of the Public Safety Complex. (Enterprise Project Management Office)

**6)** Consideration and **ACTION** to approve the first one-year renewal of the Independent Contractor Agreement for Architect/Engineering Consulting Services (RFQ PES-63-0523) with Jviation, Inc for the Brownsville South Padre Island International Airport. (Airport Department).

**7)** Consideration and **ACTION** to approve a lease of two (2) Ford F 250 Animal Control Units with Enterprise Fleet Management, with monthly lease payments of $1,596.23 for each vehicle, under Contract No. 308 26 ISD CMA, for a 60 month term for each unit, as budgeted. (Internal Services Department)

**8)** Consideration and **ACTION on Resolution Number 2026-109** authorizing preparation of an updated Service and Assessment Plan (SAP) for the Madeira Espiritu Santo Public Improvement District (PID) Number One; 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. (Planning & Redevelopment Department)

**9)** Consideration and **APPROVAL on SECOND and FINAL 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)

10) Consideration and **APPROVAL on SECOND and FINAL 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)

**Motion:** Motion was made by Commissioner Nurith Galonsky, seconded by Commissioner Linda Macias, to approve consent agenda items 1 through 10. The vote was cast 7 for, 0 against. The motion carried unanimously.

**PUBLIC HEARING(S)**

*Commissioner Linda C. Macias requested to move the agenda out of order to take up Public Hearing Item Number 4.*

4) **Public Hearing and ACTION on FIRST READING of Ordinance Number 2026-1811 accepting and approving an update to the Paseo De La Resaca Lighting and Landscaping Maintenance Public Improvement District (PID) Operations and Maintenance Service and Assessment Plan; accepting and approving the updated assessment roll for the PID; making a finding of special benefit to property within the PID; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the assessments levied against the PID assessed property; providing penalties and interest on delinquent Assessments; in accordance with Chapter 372 of the Texas Local Government Code, as amended. (Paseo PID Board)**

Will Treviño, City Attorney, presented an update to the Mayor and City Commission regarding the PID assessment rate and requested assistance from Stephen Muse, Finance Director, to review the financial information. Mr. Trevino reported that the PID Board met in June and, after conducting its own financial analysis, recommended reducing the PID assessment rate from $0.15 per $100 valuation to $0.10, resulting in a projected tax levy of $524,390, which was deemed sufficient to cover maintenance obligations.

Mr. Muse provided additional context, explaining that the Board had requested a range of tax scenarios and that staff prepared projections using preliminary taxable values. He noted that at the current rate of $0.15, the fund balance would continue to grow significantly beyond what is necessary to meet operational costs. He outlined the PID's fiscal year 2026 budget, recent debt payments to the city, and projected year-end balances, confirming a healthy cash position.

Commissioner Linda C. Macias further explained the Board's recommendation, summarizing the procedural timeline: the PID Board's June 25 action, the July 7 resolution calling for a public hearing, the present first reading, and the anticipated second reading on August 4. She provided background on Precinct 72 and the lower portion of Precinct 5, noting that residents in these areas pay additional taxing units due to the creation of both a Public Infrastructure District and a

Municipal Utility District by the original developer. Commissioner Macias discussed her efforts since being elected in 2023 to reduce taxes within the district, highlighting reductions by the city and the MUD, as well as current PID revenues and expenses. She reported annual revenues between $700,000 and $800,000 and expenditures of $200,000 to $300,000 for services such as security, maintenance, and infrastructure repairs, as well as annual payments toward the seawall loan. She stated that the PID saves between $400,000 and $500,000 annually and that continuing to accumulate excess funds would be fiscally irresponsible, especially given additional reserves held by both the PID and MUD. She reiterated the collaborative effort undertaken with the PID Board and city staff and formally requested the reduction of the PID tax rate from $0.15 to $0.10. Brief discussion among the City Commission and City staff.

Mayor John Cowen Jr. opened the public hearing.

There were no speakers.

**Motion:** Motion was made by Commissioner Bryan L. Martinez, seconded by Commissioner Tino Villarreal, to close the public hearing. The vote was cast 7 for, 0 against. The motion carried unanimously.

**Motion:** Motion made by City Commissioner Pedro Cardenas, seconded by Commissioner Linda C. Macias, to approve first reading on Ordinance 2026-1811. The vote was cast 7 for, 0 against. The motion carried unanimously.

1) **Public Hearing and ACTION on FIRST READING on Ordinance Number 235-2026-014-S, to request a Specific Use Permit (SUP) in a Downtown Edge (DE) zoning district to allow an event center for Lots 13 & 14, Block 120, Brownsville Original Townsite, Cameron County, Texas, located at 1247 East Madison Street, Brownsville, Texas 78520, as shown in Exhibit "A". (District 4) (Planning & Redevelopment Department)**

Samuel Nunez, Senior Planner of the Planning and Zoning Department, presented a request for a Special Use Permit (SUP) for a proposed Event Center located in the downtown Edge District at 1247 East Madison Street, situated on the north-west corner of East Madison Street and East 13th Street. He explained that all required public hearing notifications were issued to adjacent property owners, including mailed notices to 21 individuals within the 200-foot buffer area, physical signage posted at the site, and notices for both the Planning and Zoning Commission meeting and the City Commission meeting. No opposition letters were received. Mr. Nunez reviewed the surrounding zoning districts, noting that the area is predominantly composed of downtown form-based districts, Downtown Edge, Downtown Core, and Downtown General, with some Traditional Neighborhood Corridor and Traditional Neighborhood zoning to the north-east, and a mix of commercial, office, and nearby single-family residential uses. He stated that the request is consistent with the city's Comprehensive Plan and Future Land Use Map, and recommended approval of the SUP in alignment with the Planning and Zoning Commission's recommendation, which includes compliance with sound mitigation regulations in the Unified Development Code.

Mayor John Cowen Jr. opened the public hearing.

Diablo Velez, 1254 E. Tyler St., Brownsville, Texas, addressed the Commission to express concerns regarding the proposed event center at 1247 East Madison Street. He stated that noise

was a significant issue in the area and raised questions about whether the property had received funding from historical conservation sources for rehabilitation, noting prior discussions regarding similar projects. He asked whether the building, if rehabilitated using historic funds, would be required to host cultural events or whether it could be used for loud musical activities. Mr. Velez also voiced concerns about the lack of available parking in the surrounding area. Planning staff responded that the project had been reviewed and approved by the Historic Preservation Commission, which issued a Certificate of Appropriateness for the site plan and operations. Staff explained that specific event types had not been provided and that the venue was approved as a general event center, with downtown parking requirements not enforced in that district. Staff further clarified that occupancy limits would be determined during the certificate of occupancy review based on submitted site plans. Regarding noise, staff noted that sound mitigation regulations, including decibel limits for both interior and exterior noise, would apply to ensure the venue does not create a nuisance for adjacent properties.

Brief discussion among the City Commission and City staff.

Mayor John Cowen Jr. opened the public hearing.

There were no speakers.

**Motion:** Motion was made by Commissioner Tino Villarreal, seconded by Commissioner Linda Macias, to close the public hearing. The vote was cast 7 for, 0 against. The motion carried unanimously.

**Motion:** Motion made by Commissioner Tino Villarreal, seconded by City Commissioner Pedro Cardenas, to approved first reading on Ordinance 235-2026-014-S. The vote was cast 7 for, 0 against. The motion carried unanimously.

2) **Public Hearing and ACTION on FIRST READING on Ordinance Number 235-2026-015, to rezone from Agriculture (AG) to Residential Single-Family (R-1) for an approximate 105.29 acres and Commercial Corridor (CC) for an approximate 14.67 acres to allow a single-family residential development and commercial development on a tract containing 119.96 acres of land out of a 239.92 acre tract (called the West 239.48 acres), out of Tract 40, Paredes Partition Tract, Subdivision "E", in Share 19 of the Espiritu Santo Grant, Cameron County, Texas, located at 1 West Paredes Line Road , Brownsville, Texas 78566, as shown in Exhibit "A". (District 3) (Planning & Redevelopment Department)**

Carlos Guerra, Senior Planner of the Planning and Redevelopment Department, presented a rezoning request for property located along Parades Line Road, currently zoned Agriculture, with a petition to rezone the rear portion to Residential Single-Family and the frontage to Commercial Corridor. He explained that the proposed development includes single-family residential uses in the back portion of the site and commercial development along the Parades Line frontage. In accordance with state law, staff issued public hearing notices, placed a physical sign on the property, and mailed eight notices to owners within a 200-foot radius; no opposition was received. Mr. Guerra noted that surrounding areas to the north and west lie outside city limits, while properties to the south and east are zoned Agriculture, leaving the site generally undeveloped in all directions. Although the request is not fully consistent with the future land use plan, which designates the area as part of the Water Management District with primarily

community facility uses, Mr. Guerra noted that similar residential developments have previously been approved in the area and that the request would expand housing options and provide neighborhood-scale commercial uses. Staff recommended approval, and the Planning and Zoning Commission also supported the rezoning. Brief discussion among the City Commission and City staff.

Mayor John Cowen Jr. opened the public hearing.

There were no speakers.

**Motion:** Motion made by City Commissioner Bryan Martinez, seconded by City Commissioner Linda Macias, to close the public hearing. The vote was cast 7 for, 0 against. The motion carried unanimously.

**Motion:** Motion made by City Commissioner Bryan Martinez, seconded by Commissioner Tino Villarreal, to approved first reading on Ordinance 235-2026-015. The vote was cast 7 for, 0 against. The motion carried unanimously.

3) **Public Hearing and ACTION on FIRST READING on Ordinance Number 235-2026-016, to rezone from Residential Single-Family (R-1) and Traditional Neighborhood Corridor (TNC) to Traditional Neighborhood Corridor (TNC) to allow a multifamily development for 2.00 acres of land, more or less, comprised of Tract 1, being 0.37 acres of land; and Tract 2, being 1.63 acres of land, both Tracts out of Block 4, El Jardin Subdivision, Share 27 of the Espiritu Santo Grant, Cameron County, Texas, located at 970 South Central Avenue, Brownsville, Texas 78521, as shown in Exhibit "A". (District 1) (Planning & Redevelopment Department)**

Carlos Guerra, Senior Planner of the Planning and Redevelopment Department, presented a rezoning request to convert an entire parcel at the intersection of South Central Avenue and Waco Road from a mix of Residential Single-Family and Traditional Neighborhood Corridor zoning to Traditional Neighborhood Corridor zoning to allow for a multifamily residential development. Mr. Guerra explained that public notices were issued in accordance with state law, including mailed notifications to 24 surrounding property owners within a 200-foot radius and the placement of a public hearing sign at the site, and no written opposition was received. He described the surrounding zoning and land uses, noting the presence of Traditional Neighborhood Corridor zoning to the south and east, Residential Single-Family zoning to the north and west, and existing multifamily developments and various commercial uses nearby. Although the request does not fully align with the future land use plan, which designates the area as Transition East with low-density residential recommendations, Mr. Guerra stated that the proposed rezoning is consistent with existing multifamily patterns and would support additional housing opportunities. Staff recommended approval, and the Planning and Zoning Commission concurred. In response to commissioner questions, Mr. Guerra discussed the developer’s plan to subdivide the parcel into four lots and construct approximately 16 duplex units in phases, with final traffic flow and egress requirements to be evaluated through the site plan and subdivision review processes. He also addressed concerns about spot zoning, noting that the request follows an established Traditional Neighborhood Corridor pattern and that the city’s upcoming comprehensive plan update will address long-term land-use consistency.

Brief discussion among the City Commission and City staff.

Mayor John Cowen Jr. opened the public hearing.

There were no speakers.

**Motion:** Motion made by Commissioner Tino Villarreal, seconded by Commissioner Bryan Martinez, to close the public hearing. The vote was cast 7 for, 0 against. The motion carried unanimously.

**Motion:** Motion made by Commissioner Pedro Cardenas, seconded by Commissioner Tino Villarreal, to approved first reading on Ordinance 235-2026-016. The vote was cast 7 for, 0 against. The motion carried unanimously.

5) **Public Hearing and ACTION on FIRST READING on Ordinance Number 2026-1813, amending Chapter 54, Health and Sanitation, Article VI, Smoking in Public Places, to modify regulations related to smoking in public places to include e-cigarettes and other electronic nicotine delivery system devices, such as vapes, and regulations related to smoking in outside patios. (Office of the City Attorney)**

Will Treviño, City Attorney, presented proposed amendments to Chapter 54 of the City's Code of Ordinances regarding the prohibition of smoking in public places, explaining that the revisions were intended to clarify the inclusion of vaping and electronic smoking devices, establish regulatory conditions for cigar bars and hookah lounges, and refine provisions for outdoor smoking areas while maintaining the City's comprehensive smoking ban. He outlined new definitions added to the ordinance, including air barriers, air purification systems, cigar bars, hookah lounges, electronic cigarettes, and separate air ventilation systems, noting that cigar and hookah establishments would be restricted to patrons age 21 and older, required to obtain a health permit, operate in standalone buildings or with fully separated ventilation systems, remain alcohol-free unless operating under BYOB provisions, and comply with stringent air-quality controls. Mr. Trevino described corresponding inspection, permitting, and enforcement mechanisms, including annual health inspections, verification through state databases, and penalties for violations. Commissioners engaged in extensive discussion regarding the practicality of prohibiting alcohol sales, enforcement concerns, the potential use of sales-percentage thresholds similar to other Texas cities, and the high cost of ventilation and humidor systems that distinguish cigar lounges from traditional bars.

Dr. Arturo Rodriguez, Director of the Health and Wellness Department, advised caution regarding percentage-based regulations due to enforcement challenges, emphasizing the need for clear standards to differentiate smoking-permitted establishments from bars.

Commissioners expressed interest in exploring models used in other cities and suggested additional research to ensure the ordinance supports upscale cigar lounge experiences without weakening the City's smoking ban. The Mayor and Commission discussed whether to proceed with approval or table the item for further refinement.

Mr. Trevino noted that the Commission could either table the ordinance or approve it on first reading with amendments incorporated into the second reading.

The Commission then clarified the motion to approve the ordinance as amended, including provisions allowing alcohol sales in cigar lounges and hookah lounges, and requiring such establishments to meet enhanced air-quality standards and provide a humidor room. Mr. Trevino explained that, upon approval as amended, the draft would be circulated internally for comment and any additional refinements could be incorporated into the second reading without violating open-meeting requirements.

Brief discussion among the City Commission and City staff.

Mayor John Cowen Jr. opened the public hearing.

There were no speakers.

**Motion:** Motion made by Commissioner Tino Villarreal, seconded by Commissioner Linda Macias, to close the public hearing. The vote was cast 7 for, 0 against. The motion carried unanimously.

**Motion:** Motion made by Commissioner Tino Villarreal, seconded by Commissioner Pedro Cradenas, to approved first reading on Ordinance 2026-1813 as amended. The vote was cast 7 for, 0 against. The motion carried unanimously.

6) **Public Hearing 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) (Items fell to the floor):**

   a. **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)**
   b. **Amending Charter Art. V., Administrative Provisions, Section 3. - Vacancies (Adding automatic triggers for forfeiting office)**
   c. **Amending Charter Art. V., Administrative Provisions, Section 3. - Vacancies (Adding discretionary triggers for forfeiting office)**

Will Trevino, City Attorney, presented the first reading and public hearing for ordering the charter amendment election, explaining that on July 7 the City Commission individually voted on proposed charter amendment propositions developed by the Charter Review Committee. He noted that three propositions previously failed for lack of a second but were brought back at the request of two commissioners, in accordance with Robert's Rules of Order. Mr. Trevino outlined updated language for the qualification provision, clarifying delinquency requirements and establishing a 30-day cure period, with an earlier deadline for candidates to ensure ballot eligibility. He then reviewed revisions concerning mandatory and discretionary grounds for forfeiting office, including residency definitions aligned with the Texas Election Code, clarified excused-absence rules, and a refinement of prohibited personal financial-interest language referencing existing charter conflict-of-interest provisions.

Mayor and Commissioners had discussion about interpretation of absences, remote participation, excused-absence procedures, and preserving fairness and transparency to avoid future political

misuse.

Mr. Trevino explained how attendance could be clarified through charter language or by relying on established policies for boards and commissions.
Brief discussion among the City Commission and City staff.

Mayor John Cowen Jr. opened the public hearing.

There were no speakers.

**Motion:** Motion made by Commissioner Nurith Galonsky, seconded by Commissioner Linda Macias, to close the public hearing. The vote was cast 7 for, 0 against. The motion carried unanimously.

**Motion:** Motion made by Commissioner Nurith Galonsky, seconded by Commissioner Linda Macias, to approve all three propositions A, B, and C as a group. The vote was cast 7 for, 0 against. The motion carried unanimously.

7) **Public Hearing and ACTION on FIRST READING on Ordinance Number 2026-1812, ordering and calling a Charter Election on proposed amendments, during the General Election on November 3, 2026, on the following amendments (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 of the City Secretary)**
   c. **Amending Charter Art. V., Administrative Provisions, to add 21-C. - Office of the City Auditor (Creating the Office of the City Auditor)**
   d. **Amending Charter Art. V., Administrative Provisions, Section 28A. Audit and oversight committee (Increasing the membership on the committee)**
   e. **Amending Charter Art. V., Administrative Provisions, Section 28A. Audit and oversight committee (general clean-up)**
   f. **Amending Charter Art. V., Administrative Provisions, to add Section 35, Municipal Campaign Finance (Requiring Commission to set campaign finance regulations by ordinance)**
   g. **Amending Charter Art. V., Administrative Provisions, to add Section 35, Code of Ethics; Ethics Advisory Commission (Requiring Commission to create an Ethics Board and adopt rules for ethics by ordinance)**
   h. **Amending Charter Art. VII., General Provisions, to add Section 3-A, - The Initiative (Adding initiative petition procedures for citizens)**
   i. **Amending Charter Art. VII., General Provisions, to add Section 3-B, - Referendum (Adding referendum procedures for citizens)**
   j. **Amending the Charter Art. V., Administrative Provisions, to add Section 22-B, Merit Hiring (Adding Merit principle hiring to City Charter)**
   k. **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.**

Will Treviño, City Attorney, addressed the Mayor and City Commission, noting that since the Commission previously approved amendments under the prior agenda item, any motion on the current item should reflect approval "as amended" so that the newly added language is incorporated. He summarized that at the July 7 meeting, the Commission reviewed and voted on the proposed charter amendment propositions recommended by the Charter Review Committee for placement on the November 3, 2026 ballot.

Mr. Trevino offered to revisit the full presentation or answer questions, and commissioners requested that Propositions B through K be considered first, followed by Proposition A.

Mr. Treviño explained that state law requires a single subject per proposition and that multiple amendments were necessary to modernize the charter, eliminate conflicting language, and align with national best practices. He emphasized that placing multiple propositions on the ballot allows voters to decide how the charter should be updated.

Brief discussion among the City Commission and City staff.

Mayor John Cowen Jr. opened the public hearing.

There were no speakers.

**Motion:** Motion made by Commissioner Bryan Martinez, seconded by Commissioner Pedro Cardenas, to close the public hearing. The vote was cast 7 for, 0 against. The motion carried unanimously.

**Motion:** Motion made by Commissioner Pedro Cardenas, seconded by Commissioner Nurith Galonsky, to approve first reading of Ordinance 2026-1812 propositions 7B through 7K. The vote was cast 7 for, 0 against. The motion carried unanimously.

**Motion:** Motion made by Commissioner Tino Villarreal, seconded by Commissioner Pedro Cardenas, to add propositions 6A through 6C from the prior public hearing to the first reading on Ordinance 2026-1812. The vote was cast 7 for, 0 against. The motion carried unanimously.

Mayor John Cowen opened discussion on the charter amendment related to compensation for the Mayor and City Commission, noting that Brownsville's growing size and increasing constituent needs justify evaluating appropriate compensation for future officeholders. He emphasized that any salary changes should take effect only after current members complete their terms to avoid any perception of self-benefit. Commissioner Pedro Cardenas supported the amendment under the condition that no current commissioner or the mayor would receive the raise, reiterating that adequately compensating future commissioners would help ensure the city attracts qualified and diverse candidates. Commissioner Tino Villarreal echoed this sentiment, stressing that serving in office demands significant time, public scrutiny, and personal sacrifice, and that compensation is necessary to ensure everyday residents, not just those with financial means, can pursue public service. He urged that the amendment be designed for future officeholders only.

Commissioner Bryan L. Martinez agreed, stating that competitive compensation is essential for maintaining a strong and representative commission while reaffirming that current members should not benefit.

Commissioner Gustavo De Leon restated his opposition to receiving any raise personally but supported establishing fair compensation for future commissioners and the mayor, emphasizing integrity and the importance of allowing voters to decide.

Commissioner Nurith Galonsky added that although she had concerns about salary increases while some city employees remain below median pay, the Charter Review Committee recognized that long-term growth and increased responsibilities justify compensation for future officeholders, and that voters should have the option to decide.

After discussion, commissioners collectively affirmed that the amendment should be structured to ensure no current mayor or commissioner receives the proposed increase. A motion was made and seconded to approve placing the compensation amendment on the ballot with that stipulation, and the Commission voted in favor. The meeting then continued to the next item concerning authorization of an HVAC upgrade contract for the Brownsville Animal Regulation and Care Facility.

**Motion:** Motion made by Commissioner Nurith Galosnky , seconded by Commissioner Tino Villarreal, to approve proposition 7A with the stipulation that no current mayor or commissioner receives the proposed increase. The vote was cast 7 for, 0 against. The motion carried unanimously.

**ITEMS FOR INDIVIDUAL CONSIDERATION(S)**

1) **Consideration and ACTION to authorize a Contract with Ziwa Corporation in the amount of $3,909,970 for Contract No.196-26-ISD-RFP, for the HVAC Upgrades at the Brownsville Animal Regulation and Care Facility, as budgeted. (Internal Services Department)**

   Juan Pablo Villarreal, Internal Services Director, presented an item requesting approval for HVAC renovations at the city's animal shelter. He explained that the project includes both HVAC upgrades and modernization of the facility's air filtration and ventilation systems, which are needed to improve comfort for the animals, staff, and visitors. Villarreal noted that despite ongoing cleaning efforts, the current ventilation system does not meet the shelter's needs. After a competitive sealed proposal process, Ziwa Corporation was ranked the highest proposer, and the city successfully negotiated a final project cost of $3.9 million.

   **Motion:** Motion was made by City Commissioner Bryan Martinez, seconded by City Commissioner Linda Macias, to authorize a Contract with Ziwa Corporation in the amount of $3,909,970 for Contract No.196-26-ISD-RFP, for the HVAC Upgrades at the Brownsville Animal Regulation and Care Facility, as budgeted. The vote was cast 7 for, 0 against. The motion carried unanimously.

2) **Consideration and ACTION to approve Resolution Number 2026-073 authorizing the Local Park Grant Program Resolution Authorizing an Application through the signature of a local government official for Texas Parks & Wildlife Grant use for La Posada Park and accepting**

**the terms and conditions of said grant for the City of Brownsville (Parks and Recreation Department).**

Sean De Palma, Director of the Parks and Recreation Department, informed the mayor and commissioners that the department is once again applying for a $750,000 grant for La Posada, paired with the previously earmarked 50-50 match funded through BCIC. He noted that Parks and Recreation, along with EPMO and the Grants Department, has worked diligently to strengthen the application's competitiveness. Last year, the project improved its ranking from over 100 to 53, missing funding by only three spots. De Palma expressed confidence that the team's adjustments this year will position the project for a successful award. He also reported that an environmental study has been added to support both the grant application and future phases of the overall project. Additionally, the department has secured $500,000 in supplemental funding from various sources, potentially bringing the total project budget to $2 million if the grant is awarded.

**Motion:** Motion was made by Commissioner Tino Villarreal, seconded by Commissioner Nurith Galonsky, to approve Resolution Number 2026-073. The vote was 7 for, 0 against. The motion carried unanimously.

3) **Consideration and ACTION to approve Resolution Number 2026-110 creating the Brownsville Sports Commission to evaluate the current use, future programming opportunities, and long-term sustainability of professional and amateur sports programs within the City, and to provide recommendations to the City Commission; Adopting the Bylaws for said Commission; and authorizing City staff to take all necessary administrative actions related thereto. (City Manager's Office)**

Nathan Burkhart, Director of the Convention and Visitors Bureau and the Office of Space Commerce, presented a request for approval of the bylaws and resolution establishing the Brownsville Sports Commission. He explained that the commission would function as an advisory board focused on sports tourism, similar in structure to other city advisory boards. Burkhart highlighted ongoing collaborations with USL and recent investments at the sports park, including the new tennis center supported by the city and BCSC. The proposed board would consist of eight members, including one ex-officio member designated by either the city manager or city commission, with the remaining seven serving as voting members. He clarified that board appointments and organizational representation would be addressed at a later date. Commissioner Tino Villarreal expressed strong support, emphasizing the importance of attracting premier sports opportunities to Brownsville so families no longer need to travel to other cities for tournaments.

**Motion:** Motion was made by Commissioner Tino Villarreal, seconded by City Commissioner Bryan Martinez, to approve Resolution Number 2026-110. The vote was cast 7 for, 0 against. The motion carried unanimously.

4) **Consideration and APPROVAL on SECOND and FINAL READING on Ordinance Number 2026-1808 amending Chapter 102 of the City of Brownsville Code of Ordinance to adjust the Resaca Fee. (Brownsville Public Utilities Board)**

Allison Rodriguez, Associate General Counsel for the Brownsville Public Utilities Board, addressed the mayor and commissioners a recap of the June 16 presentation in which BPUB representatives outlined the history and purpose of the Resaca Fee and submitted Resolution 2026-004 recommending either the reduction or elimination of the fee. At that meeting, the city commission approved the first reading of Ordinance 2026-1808 to eliminate the fee. Ms.

Rodriguez reported that the BPUB board revisited the matter on July 13 and passed Resolution 2026-005, formally recommending the fee's elimination and repealing the prior resolution. She noted that the updated ordinance aligns with the commission's June 16 action and includes a provision allowing sufficient time for staff to implement the fee's removal by applying it beginning with the billing month immediately following its effective date.

**Motion:** Motion was made by Commissioner Nurith Galonsky, seconded by City Commissioner Linda Macias, to approve on Second and Final Reading on Ordinance 2026-1808. The vote was cast 6 for, 0 against [De Leon absent]. The motion carried unanimously.

**BOARD APPOINTMENT(S)**

1) **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)**

   **Motion:** Motion was made by Commissioner Pedro Cardenas, on behalf of Commissioner Gustavo De Leon, seconded by Commissioner Linda Macias, to appoint Joseph Modesto to the Paseo de la Resaca Public Improvement District Board. The vote was cast 6 for, 0 against [De Leon absent]. The motion carried unanimously.

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

   **Motion:** Motion was made by Commissioner District 2 Linda Macias, seconded by Commissioner District 1 Bryan Martinez, to appoint Marcos Vega to the Transit Advisory Committee. The vote was 6 for, 0 against [De Leon absent]. The motion carried unanimously.

**EXECUTIVE SESSION**

**Motion:** Motion made by Commissioner Tino Villarreal, seconded by City Commissioner Bryan Martinez to convene into Executive Session at 7:52 p.m. The vote was 6 for, 0 against [De Leon absent]. The motion carried unanimously.

1) **Closed session pursuant to Tex. Gov't. Code Section 551.071 (Consultation with Attorney, including Contemplated or Pending Litigation) related to: Calvin and Wildrose Construction. (Office of the City Attorney/ City Manager's Office)**

2) **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)**

3) **Closed session pursuant to Tex. Gov't. Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberation regarding real property), and 551.087 (Deliberation regarding Economic Development Negotiations) regarding land use regulations involving certain businesses under the UDC. (Office of the City Attorney/ City Manager's Office)**

4) **Closed session pursuant to Tex. Gov't. Code Sections 551.071 (Consultation with Attorney) regarding the roles and responsibilities of Boards and Commissions, including budget**

**transparency. (Office of the City Attorney/ City Manager's Office)**

5) **Closed session pursuant to Tex. Gov't. Code Section 551.071 (Consultation with Attorney) regarding roles and duties of City Commissioners and City Officials. (Office of the City Attorney/ City Manager's Office)**

All items scheduled for discussion in the Executive Session were addressed, and a certified agenda was maintained.

Upon the conclusion of the Executive Session, Mayor John Cowen Jr. reconvened the Regular Meeting at 9:27 pm.

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

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

**Motion:** Motion was made by City Commissioner District 1 Bryan Martinez, seconded by Commissioner District at Large A Tino Villarreal, to proceed as discussed in executive session. The vote was Yes 5, No 0, Absent 2 [Macias and De Leon absent]. The motion carried unanimously.

2) **Public Hearing and ACTION, if any, on FIRST READING on Ordinance Number 2026-1814, amending Chapter 2, Administration, Article II, City Commission, Section 2-26, Meetings and agendas, in order to adopt rules and procedures for executive session, including preserving confidentiality of topics discussed in executive session. (Office of the City Attorney/ City Manager's Office)**

**Motion:** Motion was made by City Commissioner District 1 Bryan Martinez, seconded by Commissioner District at Large A Tino Villarreal, to Table Item to the next City Commission Meeting. The vote was Yes 5, No 0, Absent 2 [Macias and De Leon absent]. The motion carried unanimously.

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

No Action.

**ADJOURNMENT**

There being no further business to come before the Commission, upon duly made motion the meeting adjourned at 09:28 PM.

**Approved 18th day of August , 2026.**

_____

**John Cowen, Jr.**
**Mayor**

**ATTEST:**

_____

**Mayra A. Rios,**
**City Secretary**

*Respectfully submitted by: Blanca E. Gonzalez, Administrative Assistant, MPA, TRMC*

| | |
|---|---|
| To: | Mayor and City Commission |
| Through: | Alan Guard, Interim City Manager |
| From: | |
| Date: | Tuesday, August 18, 2026 |
| Agenda #: | Consideration and **ACTION** to approve the second one-year renewal of the Professional Service Agreement for Marketing and Advertising Services (RFP 074-25-AIR-RFP) with Dovetail, Inc for the Brownsville South Padre Island International Airport for an amount not to exceed $450,000. (Airport Department). |

**Summary:**

**Project Scope and Analysis:**

**Funding:**

**Source:** 61-540-766
61-540-766

**Amount:** $225,000
$225,000 (at Mid Fiscal Year)

**Local Contribution if Applicable:**

**Recommendation:**

**Commission Pillar:**

**Attachments:**

1. Dovetail 074-25-AIR-RFP Agreement with amendments
2. Second Renewal - Dovetail vendor

**`City of Brownsville**
**Procurement Department**

**Second Amendment for Marketing and Advertising Services for the Brownsville South Padre Island International Airport**
**# 074-25-AIR-RFP**

This **Second Amendment** ("Second Amendment") to the Contract for Marketing and Advertising Services for the City of Brownsville, 074-25-AIR-RFP ("Agreement"), is entered into by and between the City of Brownsville ("City"), a Texas municipal corporation, and Dovetail ("Consultant"), upon approval by the Brownsville City Commission and/or City Manager and as of the date of last execution below (the "Effective Date"). City and Consultant are collectively referred to as the "Parties."

**WHEREAS,** the City and Consultant entered into the Agreement dated May 20, 2025, establishing a Base Period beginning on that date and originally ending September 30, 2026; and

**WHEREAS,** the Parties previously amended the Base Period to run from May 20, 2025 through December 31, 2025; and

**WHEREAS,** the City exercised the First Renewal Period extending the Agreement from January 1, 2026 through September 30, 2026; and

**WHEREAS,** pursuant to Exhibit C of the Agreement, compensation for each renewal period shall be separately negotiated and approved prior to the start of each renewal term; and

**WHEREAS,** the City is contractually required to market newly established routes in a minimum amount of $50,000; and

**WHEREAS,** the Parties now desire to establish and incorporate the negotiated compensation amount for the First Renewal Period.

**NOW, THEREFORE,** for good and valuable consideration, the receipt and adequacy of which is acknowledged, the Parties hereby agree as follows:

1. Compensation for First Renewal Period
   For the First Renewal Period (January 1, 2026 – September 30, 2026), and subject to approval by the Brownsville City Commission, total compensation under this Agreement shall not exceed Four Hundred Fifty Thousand Dollars ($450,000.00).

   This not-to-exceed amount includes:

   • $400,000.00 for general airport marketing and advertising services; and
   • $50,000.00 for dedicated marketing efforts related to the new route.

This compensation is separately negotiated and approved in accordance with Exhibit C – Compensation Structure of the original Agreement.

This section amends and supplements the previously authorized First Amendment and First Renewal to include the negotiated compensation amount for the First Renewal Period.

4. Remaining Renewal Periods
   After the First Renewal, the City retains the option to exercise the following additional one-year renewal periods:

   • Second Renewal Period: October 1, 2026 – September 30, 2027
   • Third Renewal Period: October 1, 2027 – September 30, 2028
   • Fourth Renewal Period: October 1, 2028 – September 30, 2029

Compensation for any future renewal period shall be separately negotiated and approved by written amendment.

All services shall continue in accordance with the original terms, pricing, scope of work, and incorporated exhibits of the Agreement.

These services shall be in accordance with the Agreement. Either Party may terminate this Agreement with not less than thirty (30) days written notice.

Except as amended herein, the terms and conditions of the Agreement between City and Contractor shall remain in full force and effect.

This Second Amendment is issued in accordance with Exhibit B – Contract Term of the Agreement approved on May 20, 2025, between the City of Brownsville and Dovetail.

**IN WITNESS WHEREOF,** the Parties have executed this Second Amendment as of the dates written below:

Dovetail

By: Sydney Klarich

Date: March 18, 2026

By: Alan Guard
City Manager or Designee

Date: 2026-04-10

APPROVED AS TO FORM

Alyssa J. Castillon
Assistant City Attorney

**City of Brownsville**
**Procurement Department**

**First Amendment and First Renewal of Contract for Marketing and Advertising Services for the Brownsville South Padre Island International Airport**
**# 074-25-AIR-RFP**

This **First Amendment and First Renewal** ("Renewal") to the Contract for Marketing and Advertising Services for the City of Brownsville, 074-25-AIR-RFP ("Agreement"), is entered into by and between the City of Brownsville ("City"), a Texas municipal corporation, and Dovetail ("Consultant"), upon approval by the City Commission and/or City Manager and as of the date of last execution below (the "Effective Date"). City and Consultant are collectively referred to as the "Parties."

**WHEREAS,** the City and Consultant entered into the Agreement dated May 20, 2025, establishing a Base Period beginning on that date and originally ending September 30, 2026;

**WHEREAS,** the Parties now desire to modify the Base Period so that it shall instead run from **May 20, 2025 through December 31, 2025;**

**WHEREAS**, the City further desires to exercise the First Renewal Period, extending the Agreement from **January 1, 2026 through September 30, 2026**; and

**WHEREAS**, the Parties also desire to restate the remaining available renewal periods to align with the amended Base Period and exercised First Renewal.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which is acknowledged, the Parties hereby agree as follows:

1. The Base Period of the Agreement is hereby amended to commence on **May 20, 2025** and end on **December 31, 2025**.
2. The First Renewal extends the Agreement for a new term beginning **January 1, 2026** and ending **September 30, 2026**.
3. After the First Renewal, the City retains the option to exercise the following additional one-year renewal periods:
    - Second Renewal Period: **October 1, 2026 – September 30, 2027**
    - Third Renewal Period: **October 1, 2027 – September 30, 2028**
    - Fourth Renewal Period**: October 1, 2028 – September 30, 2029**

These renewal options are at the City's sole discretion.

All services shall continue in accordance with the original terms, pricing, scope of work, and incorporated exhibits of the Agreement.

These services shall be in accordance with the Agreement. Either Party May terminate this Agreement with not less than 30 days written notice.

Except as amended herein, the terms and conditions of the Agreement between City and Contractor shall remain in full force and effect.

This First Amendment and First Renewal is issued in accordance with Exhibit B – Contract Term of the Agreement approved on May 20, 2025, between the City of Brownsville and Dovetail

**IN WITNESS WHEREOF**, the Parties have executed this First Amendment and First Renewal as of the dates written below:

Dovetail

By: Scott Leisler

Date: 12/15/2025

City of Brownsville, Texas

By: Alan Guard
City of Brownsville

Date: 2026-01-08

APPROVED AS TO FORM

Alyssa J. Castillon
Assistant City Attorney

# Contract Summary Form

## Contract Number 074-25-AIR-RFP

| | |
|---|---|
| **Procurement Info** | |
| **Procurement Method:** | **IFB, RFP, RFQ** |
| **New Contract:** | **Yes ☒ No ☐** |
| **Advertisement Dates, if any:** | **January 11, 2025 and January 18, 2025** |
| **Award Date:** | **City Commission Tuesday, May 20, 2025** |
| **Consultant** | |
| **Vendor Name:** | Dovetail |
| **Address:** | 2315 Locust Street Suite, St. Louis MO 63103 |
| **Point of Contact / Project Manager*:** | Scott Leisler, Jennifer Schmid |
| **Phone Number:** | (314) 494-8467 |
| **Email Address:** | |
| **City Contact Information** | |
| **Department:** | **Brownsville/South Padre Island International Airport** |
| **Point of Contact / Project Manager:** | **Lorena E. Cardona** |
| **Email Address:** | **Lorena.E.Cardona@brownsvilletx.gov** |
| **Contract Term** | |
| **Contract Amount:** | Not to Exceed $400,000.00 |
| **Contract Base/Primary Term:** | 1 year base period with four (4) one year renewal options |
| **Renewal Periods (if any):** | One (1) Two (2)-year City optional renewal |
| **Total Term of Contract:** | Potential Five (5) years - September 30, 2030 |
| **Budget Information** | |
| **State or Federal Funds:** | **Yes ☐ No ☒** |

**CITY OF BROWNSVILLE CONTRACT AGREEMENT FOR MARKETING & ADVERTISING SERVICES FOR THE BROWNSVILLE SOUTH PADRE ISLAND INTERNATIONAL AIRPORT # 074-25-AIR-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 Dovetail hereinafter referred to as ("CONSULTANT"), 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. Compensation, Fees and Revenue Potential (Exhibit C)
      iv. Insurance (Exhibit D)

2. **Scope of Services**
   a. Consultant shall perform the Services under this agreement upon written request orders by CITY. Unless otherwise specified in a project request, Consultant 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. Consultant will perform such Services in a diligent and workmanlike manner consistent with industry standards.
   c. By signing this Agreement, Consultant 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 Consultant; Personnel**
   a. Consultant enters into this Agreement as, and shall continue to be, an independent Consultant. All Services shall be performed only by Consultant, Consultant's employees, **and Sub-contractors**. Under no circumstances shall Consultant, or any of Consultant's employees, **or Sub-contractors**, look to CITY as his/her employer, or as a partner, agent or principal. Neither Consultant, nor any of Consultant's employees, **or Sub-contractors**, shall be entitled to any benefits accorded to CITY's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Consultant shall be responsible for providing, at Consultant's expense, and in Consultant'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. Consultant shall be responsible for paying all applicable local, state and federal taxes.
   b. Consultant 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. Consultant agrees that compensation for services shall be as specified in the Contract Documents "Exhibit C". It is acknowledged and agreed by Consultant that compensation, as enumerated in Exhibit C constitutes a limitation upon CITY's obligation to compensate Consultant for Consultant's services pursuant and related to this Agreement but it does not constitute a limitation of any sort upon Consultant's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.

b. Consultant 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 is 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 Consultant shall exercise reasonable care and due diligence in discovering and promptly reporting to the City defects or deficiencies in the work of the Consultant or any subconsultants or sub-Consultants reasonably observed during regular site visits.

7. **Ownership of Documents and Media Content**

a. All materials and deliverables prepared or furnished by the Consultant and/or its subconsultants under this Agreement, including but not limited to all designs, graphics, photographs, video recordings, audio content, social media assets, marketing collateral, presentations, copywriting, and other creative or multimedia works ("Work Product"), shall be deemed instruments of service and shall become the sole and exclusive property of the City upon the termination or completion of this Agreement, or upon payment for the respective deliverables, whichever occurs first.

b. The Consultant may retain copies of all such Work Product for archival and reference purposes. While all intellectual property rights in the Work Product shall reside with the City, the Consultant shall have the non-exclusive, royalty-free right to **display or reference selected Final Product** in its professional portfolio, case studies, marketing, award submissions, presentations, or promotional materials, provided such use does not misrepresent the City or the intent of the Work Product. The Consultant agrees not to sell or license the Work Product to third parties without the City's express written consent. The City may request prior review of materials used in public-facing promotions, and the Consultant agrees to accommodate reasonable requests or edits.

c. Any third-party materials (e.g., stock imagery, licensed music) used within the Work Product must be properly licensed by the Consultant for unrestricted use, modification, and redistribution by the City, both during and after the term of this Agreement. Notwithstanding the foregoing, it is understood that Consultant may, on occasion, license materials from third parties for inclusion in Work Product. In such circumstances, ownership of such licensed materials remains with the licensor at the conclusion of the term of the license. In such instances, the City agrees that it remains

bound by the terms of such licenses. Consultant will keep the City informed of any such limitations. On the occasion that the City furnishes materials to Consultant to be used in advertisements, the City agrees to obtain and verify license and usage rights.

**8. Insurance**

a. The Consultant 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 Consultant'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 Consultant 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 Consultant'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 Consultant 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, Consultant'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 Consultant at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Consultant 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. Consultant 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 consultant, 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 Consultant at least thirty (30) days prior to the effective date of such cancellation. The obligation of CITY for payment to a Consultant is limited to the availability of funds appropriated in the 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 Consultant 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 Consultant 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.

e. Rights and Duties upon Termination: During the Notice Period, Consultant's rights, duties, and responsibilities shall continue. At the end of the Notice Period, except as specifically provided in this Agreement, all rights and liabilities of the parties arising out of this Agreement shall cease upon termination of this Agreement. No work in progress shall be completed unless requested by the City. All contractual obligations (media, talent, etc.) in accordance with this Agreement shall remain in effect with respect to the termination of all contractual relations between the parties. The consultant will attempt to transfer and/or assign all contracts with third parties on behalf of the City to the City, who shall assume all such contracts and obligations under such contracts. Consultant shall not be liable for any obligations, claims, or liabilities arising from third-party contracts once such contracts have been transferred to the City or upon the City's refusal to assume such contracts.
   If any such contract cannot be assigned, Consultant will continue to perform in accordance with the contract, with the City assuming all responsibilities and costs under the contract.
   Consultant will deliver to the City all Work Product related to the work performed by the Consultant in accordance with this Agreement and all signed Statements of Work. The City agrees to pay all costs of storage or transport of such items.

**10. Materiality and Waiver of Breach.**

a. CITY and Consultant 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.**

a. **CONSULTANT COVENANTS AND AGREES TO 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, OR PROPERTY DAMAGE, BUT ONLY TO THE EXTENT ARISING OUT OF OR RESULTING FROM THE NEGLIGENT ACTS, ERRORS, OMISSIONS, WILLFUL MISCONDUCT, OR MATERIAL BREACH OF THIS AGREEMENT BY THE CONSULTANT, ITS EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, OR SUBCONSULTANTS, WHILE IN THE PERFORMANCE OF DUTIES UNDER THIS AGREEMENT.**

**THIS INDEMNIFICATION PROVISION SHALL NOT APPLY TO THE EXTENT THAT SUCH DAMAGES, COSTS, OR CLAIMS RESULT FROM THE NEGLIGENCE, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR BREACH OF CONTRACT BY THE CITY OR ANY OF ITS OFFICIALS, EMPLOYEES, OR REPRESENTATIVES. IN THE EVENT CONSULTANT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF 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 ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. CONSULTANT SHALL ADVISE THE CITY IN WRITING WITHIN TWENTY-FOUR (24) HOURS OF ANY CLAIM OR DEMAND AGAINST THE CITY OR CONSULTANT KNOWN TO CONSULTANT AND RELATED TO OR ARISING OUT OF CONSULTANT'S ACTIVITIES UNDER THIS AGREEMENT. CONSULTANT SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT CONSULTANT'S COST. THE CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT**

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 | CONSULTANT |
|---|---|
| Signature: _____ | Signature: _____ |
| Print Name: Jhon Cowen Jr. | Print Name: Scott Leisler |
| Title: Mayor | Title: President & Chief Creative Officer |
| Date: 5/20/2025 | Date: 5/5/25 |

**APPROVED**
as to form and legality
**By Criselda Ivon Rincon Flores at 9:25 pm, May 07, 2025**

**RELIEVING CONSULTANT OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH**

c. **THIS INDEMNIFICATION PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS 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.* Consultant shall not assign any of Consultant's rights under this Agreement or delegate the performance of any of Consultant'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 Consultant: | Dovetail<br>2315 Locust Street; Suite13A<br>St. Louis, MO 63103 |
| If to CITY: | City of Brownsville<br>1001 E. Elizabeth St.<br>Brownsville, Texas, 78521 |

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

**"EXHIBIT A" - Statement of Work (SOW)**

**1. Overview**

The Consultant shall provide strategic, data-driven, and creative marketing and advertising services to increase the visibility, brand awareness, and utilization of the Brownsville South Padre Island International Airport (BRO). Services shall include campaign development, digital content management, market analysis, media outreach, and event support, aimed at driving passenger and cargo traffic, supporting air service development, and promoting BRO's facilities and services.

---

**2. Objectives**

The objectives of the marketing and advertising program include:

- Stimulate and increase the local and regional use of the airport by both passengers and cargo operators.
- Attract travelers and operators from outside the region (domestic and international) to the Lower Rio Grande Valley via BRO.
- Support air service development through institutional advertising targeted at air carriers.
- Promote airport properties, including marketing materials.
- Collaborate with the Airport Director or designee.

---

**3. Services to Be Provided**

**A. Strategic Planning and Market Research**

- Define and analyze BRO's trade area, including:
    - Market demographics
    - Current and potential target markets
    - Travel behaviors and airport usage trends
- Utilize diverse research methodologies and data tools to develop informed, data-driven strategies and campaigns.
- Develop and update an annual Marketing and Advertising Strategy for BRO.

- Identify advertising opportunities aligned with the airport's mission and growth targets.

**B. Creative Services and Campaign Execution**

- Design and execute advertising campaigns across multiple formats:
    - Digital (social media, web, digital ads)
    - Print (brochures, flyers, signage)
    - Broadcast (radio, television)
    - Outdoor (billboards, transit ads)
- Develop and edit original multimedia content—including commercial production (TV, radio, streaming), graphic design, video, and copywriting—tailored to each campaign.
- Purchase and manage media placements across all platforms to ensure optimal reach and visibility.
- Manage and grow the Airport's social media presence, including content planning, scheduling, community engagement, and performance reporting.
- Design and purchase promotional items and marketing materials (e.g., flyers, posters, branded giveaways) to support campaign efforts.

**C. Presentation and Stakeholder Support**

- Prepare and customize professional presentations for use in:
    - Air Service, Air Cargo and Business development
    - City leadership updates
    - Community group engagements
- Join Airport staff as needed during public and private meetings to present materials and provide expert input.

**D. Website Management**

- Maintain and regularly update the Airport's website, ensuring timely and accurate information is published.
- Ensure website design, structure, and user experience support marketing objectives.
- Cover and manage costs associated with hosting, backend subscriptions, and platform services.
- Collaborate with Airport staff to post alerts, promotions, and announcements as needed.

**E. Community Outreach and Media Relations**

- Provide assistance in planning and promoting airport-sponsored events.

- Assist in writing and distributing press releases and media communications.
- Help maintain a positive public image for BRO through earned media and proactive press engagement.
- Assist in staffing Community Outreach events, if needed.
- Coordination of new routes and other events at the airport.

**F. On-Call and Additional Services**

- Respond to City-initiated requests for marketing or advertising tasks not previously scoped.
- Provide scope and fee proposals for additional assignments, subject to mutual agreement.

---

**4. Deliverables**

The Consultant shall provide, at a minimum, the following deliverables:

- Annual Marketing Strategy Plan and Media Schedule
- Monthly Progress Reports summarizing:
    - Campaign performance
    - Media placements
    - Community engagement activities
- Creative deliverables in approved formats (PDF, JPEG, MP4, etc.)
- Monthly invoices with detailed activity reports
- End-of-year program assessment with KPIs, outcomes, and recommendations
- All deliverables, including but not limited to photos, videos, commercials, advertisements, and any other materials created by the Consultant for the Airport under this contract, shall be the exclusive property of the Airport.
- The Consultant acknowledges and agrees that all such deliverables are created as part of the Consultant's obligations under this agreement, and that BRO shall have full ownership rights to these materials from the moment of creation.
- The Consultant agrees to assign and transfer any rights, titles, and interests in such deliverables to the Airport, including the right to use, modify, and distribute these materials without limitation or additional compensation.

**5. Collaboration Requirements**

The Consultant shall work closely with as approved by the Airport Director:

- Airport staff
- Other consulting firms engaged by the Airport (e.g., Air Service Development consultants)
- Local and regional community partners (e.g., CVB's, Chamber of Commerce, etc.)

The Consultant is expected to maintain regular communication, provide proactive updates, and demonstrate flexibility to adapt to Airport needs and timelines.

**G. Miscellaneous and Unforeseen Services**

From time to time, the Airport may request services that are not explicitly outlined in this Scope of Work but are reasonably related to the marketing and advertising objectives of the Airport. These may include, but are not limited to:

- Marketing support for new airline launches, routes, or terminal amenities
- Crisis communications or rapid-response campaigns
- Emergency or time-sensitive community outreach efforts
- Design or media production for unplanned events or City initiatives
- Assistance with advertising-related compliance, permits, or regulatory messaging
- Custom creative services not previously anticipated

All such services shall be mutually agreed upon in writing prior to commencement and may be authorized via a change order or supplemental work order outlining the associated scope, timeline, and fee structure. Pricing for these services shall be based on the Consultant's standard rate card, subject to review and approval by the Airport Director or designee.

**"EXHIBIT B" – Contract Term**

**Contract Term Details:**
The Contract, pending City Commission approval on **May 20, 2025**, includes a Base Period, four (4) Optional Renewal Periods, and a Total Contract Term as follows:

- **Base Period:**
  The initial contract period shall commence upon City Commission approval and execution by the Mayor or designee on **May 20, 2025**, and will extend through **September 30, 2026**.

- **Optional Renewal Periods:**
  The City reserves the right to exercise up to **four (4)** one-year renewal options. If exercised, these renewal periods shall extend the contract as follows:

  - **First Renewal Period:** October 1, 2026 – September 30, 2027
  - **Second Renewal Period:** October 1, 2027 – September 30, 2028
  - **Third Renewal Period:** October 1, 2028 – September 30, 2029
  - **Fourth Renewal Period:** October 1, 2029 – September 30, 2030

- **Total Term of the Contract:**
  Including the Base Period and all four optional renewals, the total contract term shall not exceed **five (5) years**, with a final end date of **September 30, 2030**, if all renewals are exercised.

**"EXHIBIT C"**

**Compensation Structure**

1. **Not-to-Exceed Amount (Base Period Only)**
   The total compensation to the Consultant for the **initial contract year** (from May 20, 2025, through September 30, 2026) shall **not exceed Four Hundred Thousand Dollars ($400,000.00)**. This amount includes all costs for services, labor, materials, travel (if approved), and any subcontracted services necessary to fulfill the Scope of Work.
2. **Basis of Compensation**
   Compensation shall be rendered on a **time-and-materials basis**, in accordance with the hourly rates, staffing plan, and deliverables proposed in response to RFP #074-25-AIR-RFP. The Consultant shall invoice monthly based on actual services rendered and approved expenses incurred.
3. **Future Renewals**
   Should the City elect to exercise one or more renewal periods, **a separate compensation amount will be negotiated and approved** prior to the start of each renewal term. No carryover of unused base period funds shall apply, and renewal term compensation shall be governed by a written amendment or new agreement.
4. **Invoice and Payment Terms**
   The Consultant shall submit monthly invoices with detailed support including:

   - Description of tasks completed
   - Hours worked by personnel and applicable rates
   - Summary of deliverables submitted
   - Approved reimbursable expenses

5. **Authorized Media Placement Prepayments**

Prepaid expenses may include, but are not limited to, specific media placement costs approved by the Airport Director or designee as part of the year media plan or proposal.

Payment shall be made within 30 days of invoice approval by the Airport's designated Contract Administrator. The City may withhold payment for non-compliant or unsatisfactory work until resolved.

Payment shall be made within thirty (30) days of invoice approval by the Airport's designated Contract Administrator. The City may withhold payment for non-compliant or unsatisfactory work until such issues are resolved to the City's reasonable satisfaction.

Any undisputed payment not made within forty-five (45) days of the City's receipt of the invoice shall accrue interest at a rate of 1.5% per month (or the maximum rate permitted by law, whichever is less), beginning on the forty-sixth (46th) day.

5. **Optional Revenue Share (if applicable)**

   If the Consultant engages in media or advertising sales on behalf of the Airport, gross revenues shall be split **50% to the Consultant and 50% to the City**, unless otherwise agreed upon in writing. Revenue share arrangements shall be tracked separately from the fixed fee services under the $400,000 cap.

**EXHIBIT "D"**

INSURANCE

Consultant 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 Consultants 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 Consultant under the indemnity provision of the contract.
   2. Coverage for Premises/Operations
   3. Products/Completed Operations
   4. Broad Form Contractual Liability
   5. Independent Consultants

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

**City of Brownsville**
**Procurement Department**

**Second Renewal for Marketing and Advertising Services for the Brownsville South Padre Island International Airport**
**Agreement # 074-25-AIR-RFP**

This **SECOND RENEWAL** ("Renewal") to the Contract for **Marketing and Advertising Services for the Brownsville South Padre Island International Airport**, Agreement No. **074-25-AIR-RFP** ("Agreement"), by and between the City of Brownsville ("City"), a Texas municipal corporation, and **Dovetail** ("Consultant"), is entered into after approval by the Brownsville City Commission and/or City Manager, and as of the date the last party signs this Renewal below (the "Effective Date"). City and Consultant are collectively referred to as the "Parties."

**WHEREAS**, the City has recognized the necessity to renew the above-mentioned Agreement with the Consultant; and

**WHEREAS**, the City and Consultant now desire to renew the Agreement as stated herein.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which is acknowledged, the Parties hereby agree as follows:

The Second Renewal of the Agreement shall be for the period of **October 1, 2026, through September 30, 2027**, subject to approval by the Brownsville City Commission, with a total not-to-exceed compensation of **Four Hundred Fifty Thousand Dollars ($450,000.00)** for the renewal term.

**Initial Contract Term and Renewals**

1. The Base Period of the Agreement commenced on May 20, 2025, and ended on December 31, 2025.
2. The First Renewal extended the Agreement from January 1, 2026, through September 30, 2026.
3. This Second Renewal extends the Agreement from **October 1, 2026, through September 30, 2027.**
4. Following the Second Renewal, the City retains the option to exercise the following additional one-year renewal periods:
   - Third Renewal Period: October 1, 2027 – September 30, 2028
   - Fourth Renewal Period: October 1, 2028 – September 30, 2029

Compensation for any remaining renewal period shall be separately negotiated and approved prior to the commencement of such renewal period.

These services shall be in accordance with the terms of the Agreement. Either Party may terminate the Agreement with not less than 30 days' written notice.

Except as amended herein, the terms and conditions of the Agreement between City and Consultant shall remain in full force and effect.

**IN WITNESS WHEREOF**, City and Consultant have executed this Renewal to the Agreement as of the date last written below

Dovetail

By: Sydney Klarich

Date: July 21, 2026

City of Brownsville, Texas

By: _____

Date: _____

APPROVED AS TO FORM

Alyssa J. Castillon
Assistant City Attorney

| | |
|---|---|
| To: | Mayor and City Commission |
| Through: | Alan Guard, Interim City Manager |
| From: | Arturo Rodriguez, Public Health Director |
| Date: | Tuesday, August 18, 2026 |
| Agenda #: | Consideration and **ACTION** to ratify Amendment No. 2 to Contract No. HHS001309800001 with the Texas Department of State Health Services and authorize the City Manager, or designee, to execute all necessary documents. (Department of Health, Wellness & Animal Services) |

**Summary:**
The Department of State Health Services and the City of Brownsville (Grantee), each a "Party" and collectively the "Parties" to the Public Health Infrastructure Grant effective April 27, 2023, under DSHS Contract No. HHS001309800001, intend to amend the Contract. The Parties seek to reallocate funds among existing budget categories without altering the total contract amount, update the Federal Award Information, and revise certain attachments associated with the Contract.

**Project Scope and Analysis:**
The purpose of this contract is to make strategic investments to support hiring, retaining, supporting, and training the public health workforce and strengthening public health infrastructure and systems related to the workforce and foundational capabilities in alignment with the Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems program (Funding Opportunity Number CDC RFA OE22-2203) from the Centers for Disease Control and Prevention (CDC).

**Funding:**

**Source:** 02-4000

**Amount:** $1,268,074.00

**Local Contribution if Applicable:** 0.00

**Recommendation:**
Staff recommends approval as presented.

**Commission Pillar:**
Infrastructure

**Attachments:**
1. HHS001309800001

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TEXAS
Health and Human Services

Texas Department of State Health Services

Jennifer A. Shuford, M.D., M.P.H.
*Commissioner*

Alan Guard
City Manager
City of Brownsville
1034 E. Levee Street
Brownsville, Texas 78520

Subject: Grant: Public Health Infrastructure Grant
Program ID: CPS/PHIG
Contract Number: HHS001309800001, Amendment No. 2
Contract Amount: $1,268,074.00
Contract Term: April 27, 2023 through November 30, 2027

Dear Mr. Guard:

Enclosed is Amendment No. 2 to the Public Health Infrastructure, Workforce, and Data Systems contract between the Department of State Health Services and City of Brownsville.

The purpose of this contract is to make strategic investments to support hiring, retaining, supporting, and training the public health workforce and strengthening public health infrastructure and systems related to the workforce and foundational capabilities in alignment with the Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems program (Funding Opportunity Number CDC RFA OE22-2203) from the Centers for Disease Control and Prevention (CDC).

This amendment redistributes funds among the budget categories without changing the contract amount, updates the Federal Award Information, and revises certain attachments.

Please let me know if you have any questions or need additional information.

Sincerely,

Kristiana Flores, CTCM
Contract Manager
512-776-6533
Kristiana.Flores@dshs.texas.gov

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# DEPARTMENT OF STATE HEALTH SERVICES
# CONTRACT NO. HHS001309800001
# AMENDMENT NO. 2

The **DEPARTMENT OF STATE HEALTH SERVICES** ("System Agency" or "DSHS") and **CITY OF BROWNSVILLE** ("Grantee"), who are collectively referred to herein as the "Parties" to that certain Center for Health Emergency Preparedness and Response Grant Contract effective April 27, 2023 and denominated DSHS Contract No. HHS001309800001 ("Contract"), as amended, now desire to further amend the Contract.

**WHEREAS**, the Parties desire to redistribute funds among the Budget categories without changing the Contract amount;

**WHEREAS,** the Parties desire to revise **SECTION IX**, **FEDERAL AWARD INFORMATION,** of the Contract; and

**WHEREAS**, the Parties desire to revise the Statement of Work, Budget, Contract Affirmations, and Uniform Terms and Conditions.

**NOW, THEREFORE**, the Parties hereby amend and modify the Contract as follows:

1. **SECTION IX**, **FEDERAL AWARD INFORMATION**, of the Contract is hereby deleted in its entirety and replaced with the following:

   **GRANTEE'S UNIQUE ENTITY IDENTIFIER IS: DCJTF4NGTW78**

   **Federal funding under this Grant Agreement is a subaward under the following federal award.**

   **Federal Award Identification Number (FAIN):** NE11OE000001

   **A.** Assistance Listings Title, Number, and Dollar Amount:
   - CDC's Collaboration with Academia to Strengthen Public Health – 93.967 – $221,478,327.00

   B. Federal Award Date: 11/29/2022
   C. Federal Award Period: 12/1/2022-11/30/2027
   D. Name of Federal Awarding Agency: Centers for Disease Control and Prevention Office of Financial Resources
   E. Federal Award Project Description: Texas DSHS Strengthening Public Health Infrastructure, Workforce and Data Systems
   F. Awarding Official Contact Information: Lakita Reid; wtl9@cdc.gov; 770-488-2742
   G. Total Amount of Federal Funds Awarded to System Agency: $221,478,327.00
   H. Amount of Funds Awarded to Grantee: $1,268,074.00
   I. Identification of Whether the Award is for Research and Development: No

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2. **ATTACHMENT A.1, REVISED STATEMENT OF WORK**, of the Contract is deleted in its entirety and replaced with **ATTACHMENT A.2, REVISED STATEMENT OF WORK,** which is attached to this Amendment and incorporated into and made part of the Contract.

3. **ATTACHMENT B, BUDGET,** of the Contract is deleted in its entirety and replaced with **ATTACHMENT B.1, REVISED BUDGET,** which is attached to this Amendment and incorporated into and made part of the Contract.

4. **ATTACHMENT C.1, CONTRACT AFFIRMATIONS (V. 2.3),** of the Contract is deleted in its entirety and replaced with **ATTACHMENT C.2, CONTRACT AFFIRMATIONS (V. 2.9), MARCH 2026,** which is attached to this Amendment and incorporated into and made part of the Contract.

5. **ATTACHMENT D.1, UNIFORM TERMS AND CONDITIONS – GRANT (V. 3.3),** of the Contract is deleted in its entirety and replaced with **ATTACHMENT D.2, UNIFORM TERMS AND CONDITIONS – GRANT (V. 3.5), SEPTEMBER 2024,** which is attached to this Amendment and incorporated into and made part of the Contract.

6. This Amendment No. 2 shall be effective as of the date last signed below.

7. Except as amended and modified by this Amendment No. 2, all terms and conditions of the Contract, as amended, shall remain in full force and effect.

8. Any further revisions to the Contract shall be by written agreement of the Parties.

9. Each Party represents and warrants that the individual executing this Amendment No. 2 on its respective behalf has full power and authority to enter into this Amendment.

**SIGNATURE PAGE FOLLOWS**

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**SIGNATURE PAGE FOR AMENDMENT NO. 2**
**DSHS CONTRACT NO. HHS001309800001**

| **DEPARTMENT OF STATE HEALTH SERVICES** | **CITY OF BROWNSVILLE** |
|---|---|
| By: _____ | By: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Date of Signature: _____ | Date of Signature:_____ |

APPROVED as to form and legality
By Criselda Ivon Rincon Flores at 10:43 am, Aug 04, 2026

**THE FOLLOWING ATTACHMENTS ARE ATTACHED AND INCORPORATED AS PART OF THE CONTRACT:**

**ATTACHMENT A.2 – REVISED STATEMENT OF WORK**
**ATTACHMENT B.1 – REVISED BUDGET**
**ATTACHMENT C.2 – CONTRACT AFFIRMATIONS (V. 2.9), MARCH 2026**
**ATTACHMENT D.2 – UNIFORM TERMS AND CONDITIONS – GRANT (V. 3.5), SEPTEMBER 2024**

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# ATTACHMENT A.2
# REVISED STATEMENT OF WORK
## Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems

## I. GRANTEE RESPONSIBILITIES

Grantee shall:

A. Make strategic investments to support hiring, retaining, and training the public health workforce and strengthen public health infrastructure and systems related to the workforce and foundational capabilities, in alignment with the Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems (Funding Opportunity Number CDC RFA OE22-2203) program from the Centers for Disease Control and Prevention (CDC).

B. Complete all activities required and allowable under this Contract by November 30, 2027, and complete all reports by the due dates listed in Article III.

C. Perform required activities intended to help meet critical infrastructure needs and make possible strategic investments that will have lasting effects on public health agencies. Recipients should prioritize recruiting and hiring staff who are from the communities and populations served. Required activities include:

1. Recruit and hire new public health personnel (professional, clinical, disease investigation, program and/or administrative); expand recruitment efforts; create new positions; improve hiring incentives; and create new hiring mechanisms. Personnel may be permanent full- or part-time staff, temporary or term-limited staff, fellows, interns and/or contracted employees.
2. Retain public health staff, strengthen retention incentives, and create promotional opportunities (e.g., career ladders, succession planning).
3. Support and sustain the public health workforce and strengthen workplace well-being programs and expand engagement with the workforce to address their mental, emotional, and physical well-being.
4. Train new and existing public health infrastructure grant staff and improve the quality and scope of training and professional development opportunities for staff.
5. Strengthen workforce planning, systems, processes, and policies; maintain and upgrade human resource systems; identify ways to better collect and use workforce data; and identify policies that could facilitate more efficient and effective workplace development and management.
6. Strengthen support for implementation of this grant.

D. Agree that funds cannot be used for research, medical or clinical supplies, fund-raising activities, construction or major renovations, to supplant existing state or federal funds for activities, to purchase vehicles of any kind (including mobile medical clinics), or to fund an award to another party or provider who is ineligible. Any furniture/cubicle or uniform/scrub purchases will require PRIOR approval by System Agency. Funds cannot be used for the preparation, distribution, or use of any material (publicity or propaganda) intended to influence the enactment or modification of any federal or state legislation or to pay the salary or expenses of grant recipients, contract recipients, or agents that aim to support or defeat the enactment of legislation, regulation, administrative action, or any executive order proposed or pending before a legislative body beyond normal, recognized executive relationships.

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E. Comply with all applicable regulations, standards, and guidelines in effect on the beginning date of this Contract and as may be amended throughout the Grant Agreement term.

F. Maintain an inventory of equipment, supplies defined as controlled assets, and real property that were purchased with grant funds. Grantee shall submit an annual cumulative report of the equipment, controlled assets and other property on HHS System Agency Grantee's Property Inventory Report form to the assigned System Agency Contract Manager by email not later than October 15 of each year. Controlled assets include firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of $500.00 or more, but less than $10,000.00: desktop and laptop computers (including notebooks, tablets and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Controlled assets are considered supplies. Equipment includes tangible nonexpendable personal property with an acquisition cost of $10,000.00 or more and a useful life of more than one year.

G. For budget transfers, submit a revised Categorical Budget Form to the System Agency Contract Manager, highlighting the areas affected.

1. Transferring funds between budget categories, other than the equipment and indirect cost categories, is allowable, but requires prior approval by System Agency and cannot exceed 25% of the total annual Contract value for each period ending on November 30. If the budget transfer(s) exceeds 25% of the total annual Contract value for a Contract period ending on November 30, alone or cumulatively, a Contract amendment is required.
2. After review, the System Agency Contract Manager shall provide notification of acceptance or disallowance to Grantee via email. If approved, the revised budget shall be deemed incorporated into the Contract.

## II. PERFORMANCE MEASURES

System Agency will monitor the Grantee's performance of the requirements in this Statement of Work and compliance with the Contract's terms and conditions.

System Agency will develop performance measures in collaboration with the Grantee.

## III. REPORTING REQUIREMENTS

A. Grantee shall be required to submit the reports detailed below, together with any additional reports requested by System Agency as necessary to accomplish the objectives of and monitor compliance with this Contract. Grantee must submit reports in a format specified by the System Agency.

B. Grantee will provide and submit written reports, by electronic mail, in the format specified by System Agency. Grantee shall maintain the source documentation used to develop the reports. All written reports should be titled with the Grantee name, address, email address, telephone number, program name, Contract or purchase order number, dates services were

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completed and/or products were delivered, the time period of the report, total invoice amount, and invoices paid to subgrantees for services received. Submit local health entity Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems progress reports and spend plans within the established timeframe designated by the System Agency, using the template provided by System Agency. Progress reports must include status updates on program activities and reporting progress through financial reports. Failure to submit a required report or additional requested information by the due dates provided by System Agency or upon request constitutes breach of contract and may result in delay of payment or cancellation of the Grant Agreement. Reports should be sent electronically to DSHSPHInfrastructureCo-Ag@dshs.texas.com and the assigned Contract Manager.

| Report | Frequency | Due Date |
|---|---|---|
| Program and Financial Progress Reports | Twice per calendar year | June 10 and December 10 |
| Final Performance Report | End of Contract | December 30, 2027 |
| Invoices/Requests for Reimbursement | Once per month | The last business day of the month following the month in which expenses were incurred |
| Grantee's Property Inventory Report | Once per year | October 15 annually through 2027 |

C. Submit the final performance report listed above that describes progress toward achieving the objectives and deliverables contained in this Contract to DSHSPHInfrastructureCo-Ag@dshs.texas.com and the assigned Contract Manager by December 30, 2027 (30 days after end of Contract period), using the template provided by System Agency.

## IV. INVOICE AND PAYMENT

A. Grantee shall submit requests for reimbursement of required services/deliverables monthly using the State of Texas Purchase Voucher (Form B-13), together with supporting documentation as directed by System Agency. Forms should be mailed, faxed or e-mailed to the addresses below. Invoices will be due the last business day of the month following the month in which expenses were incurred. Grantee must submit a final close-out invoice. Invoices received more than thirty (30) days after each fiscal year are subject to denial of payment.

B. Grantee shall submit a Financial Status Report (FSR) twice per calendar year for the term of the Contract, beginning on the effective date of the Contract through November 30, 2027.

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**ATTACHMENT A.2**
**REVISED STATEMENT OF WORK**
**Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems**

| Contract Year | FSR Period 1 | FSR 1 Due Dates | FSR Period 2 | FSR 2 Due Dates |
|---|---|---|---|---|
| 1 | Effective Date - May 31, 2023 | June 30, 2023 | June 1, 2023 - November 30, 2023 | December 30, 2023 |
| 2 | December 1, 2023 - May 31, 2024 | June 30, 2024 | June 1, 2024 - November 30, 2024 | December 30, 2024 |
| 3 | December 1, 2024 - May 31, 2025 | June 30, 2025 | June 1, 2025 - November 30, 2025 | December 30, 2025 |
| 4 | December 1, 2025 - May 31, 2026 | June 30, 2026 | June 1, 2026 - November 30, 2026 | December 30, 2026 |
| 5 | December 1, 2026 - May 31, 2027 | June 30, 2027 | June 1, 2027 - November 30, 2027 | December 30, 2027 |

All reporting documents must be submitted by e-mail, fax, or mail. E-mail is preferred, but fax or mail is acceptable.

1. For submission by mail, use address below:
   Department of State Health Services
   Claims Processing Unit, MC 1940
   P.O. Box 149347
   Austin, TX 78714-9347

2. For submission by fax, use number below:
   (512) 458-7442

3. For submission by e-mail, see requirements below:
   a. Form B-13 with supporting documentation must be sent to invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov, with a copy to the System Agency Contract Manager.
   b. FSR must be sent to invoices@dshs.texas.gov and FSRGrants@dshs.texas.gov, with a copy to the System Agency Contract Manager.

C. Grantee will be reimbursed monthly in accordance with **ATTACHMENT B.1, REVISED BUDGET**, subject to all Contract requirements, applicable law and governing regulations. Grantee shall include required and appropriate documentation with all reimbursement requests.

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# ATTACHMENT B.1
# REVISED BUDGET

| Budget Categories | Funding Year 1 (04/27/2023 – 11/30/2023) | Funding Year 2 (12/1/2023 – 11/30/2024) | Funding Year 3 (12/1/2024 – 11/30/2025) | Funding Year 4 (12/1/2025 – 11/30/2026) | Funding Year 5 (12/1/2026 – 11/30/2027) | Summary |
|---|---|---|---|---|---|---|
| **Personnel** | $0.00 | $112,128.00 | $234,789.00 | $274,464.00 | $282,751.00 | $904,132.00 |
| **Fringe Benefits** | $0.00 | $40,306.00 | $93,444.00 | $111,954.00 | $115,334.00 | $361,038.00 |
| **Travel** | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| **Equipment** | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| **Supplies** | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| **Contractual** | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| **Other** | $0.00 | $0.00 | $0.00 | $1,452.00 | $1,452.00 | $2,904.00 |
| **Total Direct Costs** | **$0.00** | **$152,434.00** | **$328,233.00** | **$387,870.00** | **$399,537.00** | **$1,268,074.00** |
| **Indirect Costs** | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| **Total Sum of Direct and Indirect Costs** | **$0.00** | **$152,434.00** | **$328,233.00** | **$387,870.00** | **$399,537.00** | **$1,268,074.00** |

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# HEALTH AND HUMAN SERVICES
## Contract Number HHS001309800001

## Attachment C.2 CONTRACT AFFIRMATIONS

For purposes of these Contract Affirmations, HHS includes both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). System Agency refers to HHSC, DSHS, or both, that will be a party to this Contract. These Contract Affirmations apply to all Contractors and Grantees (referred to as "Contractor") regardless of their business form (e.g., individual, partnership, corporation).

By entering into this Contract, Contractor affirms, without exception, understands, and agrees to comply with the following items through the life of the Contract:

**1.** Contractor represents and warrants that these Contract Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.

**2. Complete and Accurate Information**

Contractor represents and warrants that all statements and information provided to HHS are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response.

**3. Public Information Act**

Contractor understands that HHS will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

**4. Contracting Information Requirements**

Contractor represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

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**5. Assignment**

A. Contractor shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from System Agency. Any attempted assignment in violation of this provision is void and without effect.

B. Contractor understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. Upon receipt of System Agency's notice of assignment, pledge, or transfer, Contractor shall cooperate with System Agency in giving effect to such assignment, pledge, or transfer, at no cost to System Agency or to the recipient entity.

**6. Terms and Conditions**

Contractor accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation, if any, under which this Contract was awarded. Contractor agrees that all exceptions to the Solicitation, as well as terms and conditions advanced by Contractor that differ in any manner from HHS' terms and conditions, if any, are rejected unless expressly accepted by System Agency in writing.

**7. HHS Right to Use**

Contractor agrees that HHS has the right to use, produce, and distribute copies of and to disclose to HHS employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as HHS deems necessary to complete the procurement process or comply with state or federal laws.

**8. Release from Liability**

Contractor generally releases from liability and waives all claims against any party providing information about the Contractor at the request of System Agency.

**9. Dealings with Public Servants**

Contractor has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract or any related Solicitation, or related Solicitation Response.

**10. Financial Participation Prohibited**

Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

**11. Prior Disaster Relief Contract Violation**

Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract

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and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

**12. Child Support Obligation**

Under Section 231.006(d) of the Texas Family Code regarding child support, Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate. If the certification is shown to be false, Contractor may be liable for additional costs and damages set out in 231.006(f).

**13. Suspension and Debarment**

Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's subcontracts, if any, if payment in whole or in part is from federal funds.

**14. Excluded Parties**

Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism,"* published by the United States Department of the Treasury, Office of Foreign Assets Control.'

**15. Foreign Terrorist Organizations**

Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

**16. Executive Head of a State Agency**

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of this Contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.

**17. Human Trafficking Prohibition**

Under Section 2155.0061 of the Texas Government Code, Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

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**18. Franchise Tax Status**

Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

**19. Debts and Delinquencies**

Contractor agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

**20. Lobbying Prohibition**

Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract or any related Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

**21. Buy Texas**

Contractor agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

**22. Disaster Recovery Plan**

Contractor agrees that upon request of System Agency, Contractor shall provide copies of its most recent business continuity and disaster recovery plans.

**23. Computer Equipment Recycling Program**

If this Contract is for the purchase or lease of computer equipment, then Contractor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

**24. Television Equipment Recycling Program**

If this Contract is for the purchase or lease of covered television equipment, then Contractor certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

**25. Cybersecurity Training**

A. Contractor represents and warrants that it will comply with the requirements of Section 2063.104 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.

B. Contractor represents and warrants that if Contractor or Subcontractors, officers, or employees of Contractor have access to any state computer system or database, the Contractor, Subcontractors, officers, and employees of Contractor shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2063.104.

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## 26. Restricted Employment for Certain State Personnel

Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

## 27. No Conflicts of Interest

A. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to System Agency under this Contract or any related Solicitation and that Contractor's provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

B. Contractor agrees that, if after execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to System Agency. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by System Agency as a potential conflict. System Agency reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by System Agency's decision.

## 28. Fraud, Waste, and Abuse

Contractor understands that HHS does not tolerate any type of fraud, waste, or abuse. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Pursuant to Texas Government Code, Section 321.022, if the administrative head of a department or entity that is subject to audit by the state auditor has reasonable cause to believe that money received from the state by the department or entity or by a client or contractor of the department or entity may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the department or entity, the administrative head shall report the reason and basis for the belief to the Texas State Auditor's Office (SAO). All employees or contractors who have reasonable cause to believe that fraud, waste, or abuse has occurred (including misconduct by any HHS employee, Grantee officer, agent, employee, or subcontractor that would constitute fraud, waste, or abuse) are required to immediately report the questioned activity to the Health and Human Services Commission's Office of Inspector General. Contractor agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud, waste, and abuse including, but not limited to, HHS Circular C-027.

A report to the SAO must be made through one of the following avenues:

- SAO Toll Free Hotline: 1-800-TX-AUDIT
- SAO website: http://sao.fraud.state.tx.us/

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All reports made to the OIG must be made through one of the following avenues:

- OIG Toll Free Hotline 1-800-436-6184
- OIG Website: ReportTexasFraud.com
- Internal Affairs Email: InternalAffairsReferral@hhsc.state.tx.us
- OIG Hotline Email: OIGFraudHotline@hhsc.state.tx.us.
- OIG Mailing Address: Office of Inspector General
  Attn: Fraud Hotline
  MC 1300
  P.O. Box 85200
  Austin, Texas 78708-5200

**29. Antitrust**

The undersigned affirms under penalty of perjury of the laws of the State of Texas that:

A. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

B. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and

C. neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

**30. Legal and Regulatory Actions**

Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included in numbered paragraph 1 of these Contract Affirmations within the five (5) calendar years immediately preceding execution of this Contract or the submission of any related Solicitation Response that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to System Agency a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. In addition, Contractor acknowledges this is a continuing disclosure requirement. Contractor represents and warrants that Contractor shall notify System Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update System Agency shall constitute breach of contract and may result in immediate contract termination.

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**31. No Felony Criminal Convictions**

Contractor represents that neither Contractor nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised System Agency in writing of the facts and circumstances surrounding the convictions.

**32. Unfair Business Practices**

Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

**33. Entities that Boycott Israel**

Contractor represents and warrants that (1) it does not, and shall not for the duration of the Contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

**34. E-Verify**

Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of this Contract to determine the eligibility of:

1. all persons employed by Contractor to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract within the United States of America.

**35. Former Agency Employees – Certain Contracts**

If this Contract is an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, in accordance with Section 2252.901 of the Texas Government Code, Contractor represents and warrants that neither Contractor nor any of Contractor's employees including, but not limited to, those authorized to provide services under the Contract, were former employees of an HHS Agency during the twelve (12) month period immediately prior to the date of the execution of the Contract.

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## 36. Disclosure of Prior State Employment – Consulting Services

If this Contract is for consulting services,

A. In accordance with Section 2254.033 of the Texas Government Code, a Contractor providing consulting services who has been employed by, or employs an individual who has been employed by, System Agency or another State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services must disclose the following information in its offer to provide services. Contractor hereby certifies that this information was provided and remains true, correct, and complete:

1. Name of individual(s) (Contractor or employee(s));
2. Status;
3. The nature of the previous employment with HHSC or the other State of Texas agency;
4. The date the employment was terminated and the reason for the termination; and
5. The annual rate of compensation for the employment at the time of its termination.

B. If no information was provided in response to Section A above, Contractor certifies that neither Contractor nor any individual employed by Contractor was employed by System Agency or any other State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services.

## 37. Abortion Funding Limitation

Contractor understands, acknowledges, and agrees that, pursuant to Article IX of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act:

1. performs an abortion procedure that is not reimbursable under the state's Medicaid program;
2. is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program; or
3. is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program.

The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(a)(2), Health and Safety Code. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX.

## 38. Funding Eligibility

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2273 of the Texas Government Code, except as exempted under that Chapter, HHSC cannot (1) contract with (a) an abortion provider or an affiliate of an abortion provider; or (b) an abortion assistance entity for the purpose of providing an abortion or abortion assistance;

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or (2) contract or appropriate or spend money to provide any person logistical support for the express purpose of assisting a woman with procuring an abortion or the services of an abortion provider. Respondent certifies that it is not ineligible to contract with System Agency under the terms of Chapter 2273 of the Texas Government Code and certifies that the contract is not a taxpayer resource transaction, appropriation, or expenditure of money prohibited by Chapter 2273 of the Texas Government Code.

**39. Gender Transitioning and Gender Reassignment Procedures and Treatments for Certain Children – Prohibited Use of Public Money; Prohibited State Health Plan Reimbursement.**

Contractor understands, acknowledges, and agrees that, pursuant to Section 161.704 of the Texas Health and Safety Code (eff. Sept. 1, 2023), public money may not directly or indirectly be used, granted, paid, or distributed to any health care provider, medical school, hospital, physician, or any other entity, organization, or individual that provides or facilitates the provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Contractor also understands, acknowledges, and agrees that, pursuant to Section 161.705 of the Texas Health and Safety Code (eff. Sept. 1, 2023), HHSC may not provide Medicaid reimbursement and the child health plan program established under Chapter 62 may not provide reimbursement to a physician or health care provider for provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Contractor certifies that it is not ineligible to contract with System Agency under the terms of Chapter 161, Subchapter Y, of the Texas Health and Safety Code.

**40. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)**

Contractor certifies that the individual or business entity named in this Response or Contract is not ineligible to receive the specified Contract or funding pursuant to 2 CFR 200.216.

**41. COVID-19 Vaccine Passports**

Pursuant to Texas Health and Safety Code, Section 161.0085(c), Contractor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Contractor's business. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a state-funded contract.

**42. Entities that Boycott Energy Companies**

Pursuant to Section 2276.002 of the Texas Government Code (relating to prohibition on contracts with companies boycotting certain energy companies), Contractor represents and warrants that: (1) it does not, and will not for the duration of the Contract, boycott energy companies or (2) the verification required by Section 2276.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this

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provision change during the course of the Contract, Contractor shall promptly notify System Agency.

**43. Entities that Discriminate Against Firearm and Ammunition Industries**

In accordance with Senate Bill 19, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies that discriminate against firearm and ammunition industries), Contractor verifies that: (1) it does not, and will not for the duration of the Contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

**44. Security Controls for State Agency Data**

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.138, Contractor understands, acknowledges, and agrees that if, pursuant to this Contract, Contractor is or will be authorized to access, transmit, use, or store data for System Agency, Contractor is required to meet the security controls the System Agency determines are proportionate with System Agency's risk under the Contract based on the sensitivity of System Agency's data and that Contractor must periodically provide to System Agency evidence that Contractor meets the security controls required under the Contract.

**45. Cloud Computing State Risk and Authorization Management Program (TX-RAMP)**

Pursuant to Texas Government Code, Section 2063.408, Contractor acknowledges and agrees that, if providing cloud computing services for System Agency, Contractor must comply with the requirements of the state risk and authorization management program and that System Agency may not enter or renew a contract with Contractor to purchase cloud computing services for the agency that are subject to the state risk and authorization management program unless Contractor demonstrates compliance with program requirements. If providing cloud computing services for System Agency that are subject to the state risk and authorization management program, Contractor certifies it will maintain program compliance and certification throughout the term of the Contract.

**46. Contract for Professional Services of Physicians, Optometrists, and Registered Nurses**

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2254.008(a)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

**47. Foreign-Owned Companies in Connection with Critical Infrastructure**

If Texas Government Code, Section 2275.0102(a)(1) (relating to prohibition on contracts with certain foreign-owned companies in connection with critical infrastructure) is applicable to this Contract, pursuant to Government Code Section 2275.0102, Contractor certifies that neither it nor its parent company, nor any affiliate of Contractor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of

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China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2275.0103 or (2) headquartered in any of those countries.

**48. Critical Infrastructure Subcontracts**

For purposes of this Paragraph, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure. Pursuant to Section 117.002 of the Business and Commerce Code, Contractor shall not enter into a subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 117.001 of the Texas Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes to any subcontractor unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. Contractor will notify the System Agency before entering into any subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 117.001 of the Texas Business & Commerce Code, in this state.

**49. Enforcement of Certain Federal Firearms Laws Prohibited**

In accordance with House Bill 957, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2.101 is applicable to Contractor, Contractor certifies that it is not ineligible to receive state grant funds pursuant to Texas Government Code, Section 2.103.

**50. Prohibition on Abortions**

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, (1) no funds shall be used to pay the direct or indirect costs (including marketing, overhead, rent, phones, and utilities) of abortion procedures provided by contractors of HHSC; and (2) no funds appropriated for Medicaid Family Planning, Healthy Texas Women Program, or the Family Planning Program shall be distributed to individuals or entities that perform elective abortion procedures or that contract with or provide funds to individuals or entities for the performance of elective abortion procedures. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

**51. Hardening of State Government**

Pursuant to Executive Order GA-48, relating to hardening of state government, issued November 19, 2024, Contractor certifies it is not and, if applicable, any of its holding companies or subsidiaries is not:

a. Listed in Section 889 of the 2019 National Defense Authorization Act (NDAA); or

b. Listed in Section 1260H of the 2021 NDAA; or

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c. Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4; or

d. Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4.

**52. Artificial Intelligence Disclosure.**

Contractor certifies that it has a continuing obligation to disclose in writing to System Agency each artificial intelligence system it may use to complete any deliverable or a portion of any deliverable under the Contract. "Artificial intelligence system" means a machine-based system that for explicit or implicit objectives infers from provided information a method to generate outputs, such as predictions, content, recommendations, or decisions, to influence a physical or virtual environment with varying levels of autonomy and adaptiveness after deployment. Contractor certifies that it is in compliance with all applicable laws and regulations regarding the use of artificial intelligence systems.

**53. Surveillance, Intimidation, and Related Acts.**

Contractor certifies that it (and its subcontractors) have not, and if awarded a contract, will not, either directly or indirectly through a third party, engage in surveillance targeting or engage in an act of intimidation, coercion, extortion, undue influence, or other similar conduct intended to influence, silence, or retaliate against:

(1) a member of the state legislature or person employed to support the state legislature in any capacity;

(2) a family member of a person described by (1);

(3) a state agency employee; or

(4) an individual making a complaint or raising concerns regarding state agency operations or contracting.

Contractor certifies that it and its subcontractors have not, and if awarded a contract will not, either directly or indirectly through a third party, use private or confidential information to manipulate or influence a state contracting decision or proceeding. Contractor acknowledges that it, its executives and directors, and other associated entities and individuals could be terminated, barred from state contracts, and penalized up to $2 million for a violation of Government Code, Section 2261.302.

**54. False Representation**

Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

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**55. False Statements**

Contractor represents and warrants that all statements and information prepared and submitted by Contractor in this Contract and any related Solicitation Response are current, complete, true, and accurate. Contractor acknowledges any false statement or material misrepresentation made by Contractor during the performance of this Contract or any related Solicitation is a material breach of contract and may void this Contract. Further, Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

**56. Permits and License**

Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.

**57. Equal Employment Opportunity**

Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

**58. Federal Occupational Safety and Health Law**

Contractor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

**59. Signature Authority**

Contractor represents and warrants that the individual signing this Contract Affirmations document is authorized to sign on behalf of Contractor and to bind the Contractor.

**Signature Page Follows**

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**Authorized representative on behalf of Contractor must complete and sign the following:**

| |
|---|
| **Legal Name of Contractor** |
| **Assumed Business Name of Contractor, if applicable (d/b/a or 'doing business as')** |
| **Texas County(s) for Assumed Business Name (d/b/a or 'doing business as')**<br>**Attach Assumed Name Certificate(s) filed with the Texas Secretary of State and Assumed Name Certificate(s), if any, for each Texas County Where Assumed Name Certificate(s) has been filed.** |

| | |
|---|---|
| **Signature of Authorized Representative** | **Date Signed** |
| **Printed Name of Authorized Representative**<br>**First, Middle Name or Initial, and Last Name** | **Title of Authorized Representative** |
| **Physical Street Address** | **City, State, Zip Code** |
| **Mailing Address, if different** | **City, State, Zip Code** |
| **Phone Number** | **Fax Number** |
| **Email Address** | **DUNS Number** |
| **Federal Employer Identification Number** | **Texas Identification Number (TIN)** |
| **Texas Franchise Tax Number** | **Texas Secretary of State Filing Number** |
| **SAM.gov Unique Entity Identifier (UEI)** | |

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TEXAS
Health and Human Services

# Health and Human Services (HHS)

# Uniform Terms and Conditions - Grant

# Version 3.5

Published and Effective – September 2024

Responsible Office: Chief Counsel

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## ABOUT THIS DOCUMENT

In this document, Grantees (also referred to in this document as subrecipients or contractors) will find requirements and conditions applicable to grant funds administered and passed through by both the Texas Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). These requirements and conditions are incorporated into the Grant Agreement through acceptance by Grantee of any funding award by HHSC or DSHS.

The terms and conditions in this document are in addition to all requirements listed in the RFA, if any, under which applications for this grant award are accepted, as well as all applicable federal and state laws and regulations. Applicable federal and state laws and regulations may include, but are not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; requirements of the entity that awarded the funds to HHS; Chapter 783 of the Texas Government Code; Texas Comptroller of Public Accounts' agency rules; the Texas Grant Management Standards (TxGMS) developed by the Texas Comptroller of Public Accounts; and the Funding Announcement, Solicitation, or other instrument/documentation under which HHS was awarded funds. HHS, in its sole discretion, reserves the right to add requirements, terms, or conditions.

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# ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

## 1.1 DEFINITIONS

As used in this Grant Agreement, unless a different definition is specified, or the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

"Amendment" means a written agreement, signed by the Parties, which documents changes to the Grant Agreement.

"Contract" or "Grant Agreement" means the agreement entered into by the Parties, including the Signature Document, these Uniform Terms and Conditions, along with any attachments and amendments that may be issued by the System Agency.

"Deliverables" means the goods, services, and work product, including all reports and project documentation, required to be provided by Grantee to the System Agency.

"DSHS" means the Department of State Health Services.

"Effective Date" means the date on which the Grant Agreement takes effect.

"Federal Fiscal Year" means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

"GAAP" means Generally Accepted Accounting Principles.

"GASB" means the Governmental Accounting Standards Board.

"Grantee" means the Party receiving funds under this Grant Agreement. May also be referred to as "subrecipient" or "contractor" in this document.

"HHSC" means the Texas Health and Human Services Commission.

"Health and Human Services" or "HHS" includes HHSC and DSHS.

"Intellectual Property Rights" means the worldwide proprietary rights or interests, including patent, copyright, trade secret, and trademark rights, as such right may be evidenced by or embodied in:

i. any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement;
ii. any work of authorship, including any compilation, computer code, website or web page design, literary work, pictorial work, or graphic work;
iii. any trademark, service mark, trade dress, trade name, branding, or other indicia of source or origin;
iv. domain name registrations; and
v. any other proprietary or similar rights. The Intellectual Property Rights of a Party include all worldwide proprietary rights or interests that the Party may have acquired by assignment, by exclusive license, or by license with the right to grant sublicenses.

"Parties" means the System Agency and Grantee, collectively.

"Party" means either the System Agency or Grantee, individually.

"Project" means specific activities of the Grantee that are supported by funds provided under this Grant Agreement.

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"Signature Document" means the document executed by all Parties for this Grant Agreement.

"Solicitation," "Funding Announcement" or "Request for Applications (RFA)" means the document (including all exhibits, attachments, and published addenda), issued by the System Agency under which applications for grant funds were requested, which is incorporated by reference in the Grant Agreement for all purposes in its entirety.

"Solicitation Response" or "Application" means Grantee's full and complete Solicitation response (including any attachments and addenda), which is incorporated by reference in the Grant Agreement for all purposes in its entirety.

"State Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"State of Texas *Textravel*" means the Texas Comptroller of Public Accounts' website relative to travel reimbursements under this Contract, if any.

"Statement of Work" means the description of activities Grantee must perform to complete the Project, as specified in the Grant Agreement, and as may be amended.

"System Agency" means HHSC or DSHS, as applicable.

"Work Product" means any and all works, including work papers, notes, materials, approaches, designs, specifications, systems, innovations, improvements, inventions, software, programs, source code, documentation, training materials, audio or audiovisual recordings, methodologies, concepts, studies, reports, whether finished or unfinished, and whether or not included in the deliverables, that are developed, produced, generated or provided by Grantee in connection with Grantee's performance of its duties under the Grant Agreement or through use of any funding provided under this Grant Agreement.

"Texas Grant Management Standards" or "TxGMS" means uniform grant and contract administration procedures, developed under the authority of Chapter 783 of the Texas Government Code, to promote the efficient use of public funds in local government and in programs requiring cooperation among local, state, and federal agencies. Under this Grant Agreement, TxGMS applies to Grantee except as otherwise provided by applicable law or directed by System Agency. Additionally, except as otherwise provided by applicable law, in the event of a conflict between TxGMS and applicable federal or state law, federal law prevails over state law and state law prevails over TxGMS.

## 1.2 INTERPRETIVE PROVISIONS

A. The meanings of defined terms include the singular and plural forms.
B. The words "hereof," "herein," "hereunder," and similar words refer to this Grant Agreement as a whole and not to any particular provision, section, attachment, or schedule of this Grant Agreement unless otherwise specified.
C. The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Grant Agreement, (i) references to contracts (including this Grant Agreement) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Grant Agreement, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

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D. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Grant Agreement are references to these documents as amended, modified, or supplemented during the term of the Grant Agreement.
E. The captions and headings of this Grant Agreement are for convenience of reference only and do not affect the interpretation of this Grant Agreement.
F. All attachments, including those incorporated by reference, and any Amendments are considered part of the terms of this Grant Agreement.
G. This Grant Agreement may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative.
H. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion."
I. Time is of the essence in this Grant Agreement.
J. Prior to execution of the Grant Agreement, Grantee must notify System Agency's designated contact in writing of any ambiguity, conflict, discrepancy, omission, or other error. If Grantee fails to notify the System Agency designated contact of any ambiguity, conflict, discrepancy, omission, or other error in the Grant Agreement prior to Grantee's execution of the Grant Agreement, Grantee:
    i. Shall have waived any claim of error or ambiguity in the Grant Agreement; and
    ii. Shall not contest the interpretation by the System Agency of such provision(s).

No grantee will be entitled to additional reimbursement, relief, or time by reason of any ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error or its later correction.

# ARTICLE II. PAYMENT PROVISIONS

## 2.1 PROMPT PAYMENT

Payment shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act. Chapter 2251 of the Texas Government Code shall govern remittance of payment and remedies for late payment and non-payment.

## 2.2 TAXES

Grantee represents and warrants that it shall pay all taxes or similar amounts resulting from the Grant Agreement, including, but not limited to, any federal, State, or local income, sales or excise taxes of Grantee or its employees. System Agency shall not be liable for any taxes resulting from the Grant Agreement.

## 2.3 ANCILLARY AND TRAVEL EXPENSES

A. Except as otherwise provided in the Grant Agreement, no ancillary expenses incurred by the Grantee in connection with its provision of the services or deliverables will be reimbursed by the System Agency. Ancillary expenses include, but are not limited to, costs associated with transportation, delivery, and insurance for each deliverable.
B. Except as otherwise provided in the Grant Agreement, when the reimbursement of travel expenses is authorized by the Grant Agreement, all such expenses will be reimbursed in accordance with the rates set by the Texas Comptroller's *Textravel* guidelines, which can currently be accessed at: https://fmx.cpa.texas.gov/fmx/travel/textravel/

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## 2.4 BILLING

Unless otherwise provided in the Grant Agreement, Grantee shall bill the System Agency in accordance with the Grant Agreement. Unless otherwise specified in the Grant Agreement, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

## 2.5 USE OF FUNDS

Grantee shall expend funds under this Grant Agreement only for approved services and for reasonable and allowable expenses directly related to those services.

## 2.6 USE FOR MATCH PROHIBITED

Grantee shall not use funds provided under this Grant Agreement for matching purposes in securing other funding without the written approval of the System Agency.

## 2.7 PROGRAM INCOME

Program income refers to gross income directly generated by a supporting activity during the period of performance. Unless otherwise required under the Grant Agreement, Grantee shall use Program Income, as provided in TxGMS, to further the Project, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report Program Income in accordance with the Grant Agreement, applicable law, and any programmatic guidance. Grantee shall expend Program Income during the Grant Agreement term, when earned, and may not carry Program Income forward to any succeeding term. Grantee shall refund Program Income to the System Agency if the Program Income is not expended in the term in which it is earned. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using Program Income for the purposes and under the conditions specified in this Grant Agreement.

## 2.8 NONSUPPLANTING

Grant funds must be used to supplement existing, new or corresponding programming and related activities. Grant funds may not be used to supplant (replace) existing funds that have been appropriated, allocated, or disbursed for the same purpose. System Agency may conduct Grant monitoring or audits may be conducted to review, among other things, Grantee's compliance with this provision.

## 2.9 INDIRECT COST RATES

The System Agency may acknowledge an indirect cost rate for Grantees that is utilized for all applicable Grant Agreements. For subrecipients receiving federal funds, indirect cost rates will be determined in accordance with applicable law including, but not limited to, 2 CFR 200.414(f). For recipients receiving state funds, indirect costs will be determined in accordance with applicable law including, but not limited to, TxGMS. Grantees funded with blended federal and state funding will be subject to both state and federal requirements when determining indirect costs. In the event of a conflict between TxGMS and applicable federal law or regulation, the provisions of federal law or regulation will apply. Grantee will provide any necessary financial documents to determine the indirect cost rate in accordance with the Uniform Grant Guidance (UGG) and TxGMS.

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# ARTICLE III. STATE AND FEDERAL FUNDING

## 3.1 EXCESS OBLIGATIONS PROHIBITED

This Grant Agreement is subject to termination or cancellation, without penalty to System Agency, either in whole or in part, subject to the availability and actual receipt by System Agency of state or federal funds. System Agency is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If System Agency becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either System Agency's or Grantee's delivery or performance under the Grant Agreement impossible or unnecessary, the Grant Agreement will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, System Agency will not be liable to Grantee for any damages that are caused or associated with such termination or cancellation, and System Agency will not be required to give prior notice. Additionally, System Agency will not be liable to Grantee for any remaining unpaid funds under this Grant Agreement at time of termination.

## 3.2 NO DEBT AGAINST THE STATE

This Grant Agreement will not be construed as creating any debt by or on behalf of the State of Texas.

## 3.3 DEBTS AND DELINQUENCIES

Grantee agrees that any payments due under the Grant Agreement shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support during the entirety of the Grant Agreement term.

## 3.4 REFUNDS AND OVERPAYMENTS

A. At its sole discretion, the System Agency may (i) withhold all or part of any payments to Grantee to offset overpayments, unallowable or ineligible costs made to the Grantee, or if any required financial status report(s) is not submitted by the due date(s); or (ii) require Grantee to promptly refund or credit - within thirty (30) calendar days of written notice – to System Agency any funds erroneously paid by System Agency which are not expressly authorized under the Grant Agreement.

B. "Overpayments" as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures. Grantee understands and agrees that it shall be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Grant Agreement. Grantee further understands and agrees that reimbursement of such disallowed costs shall be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Grant Agreement.

# ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS

## 4.1 ALLOWABLE COSTS

A. Allowable Costs are restricted to costs that are authorized under Texas Uniform Grant Management Standards (TxGMS) and applicable state and federal rules and laws. This Grant Agreement is subject to all applicable requirements of TxGMS, including the

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criteria for Allowable Costs. Additional federal requirements apply if this Grant Agreement is funded, in whole or in part, with federal funds.

B. System Agency will reimburse Grantee for actual, allowable, and allocable costs incurred by Grantee in performing the Project, provided the costs are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Grant Agreement. At its sole discretion, the System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. The System Agency may take repayment (recoup) from remaining funds available under this Grant Agreement in amounts necessary to fulfill Grantee's repayment obligations. Grantee and all payments received by Grantee under this Grant Agreement are subject to applicable cost principles, audit requirements, and administrative requirements including applicable provisions under 2 CFR 200, 48 CFR Part 31, and TxGMS.

C. OMB Circulars will be applied with the modifications prescribed by TxGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

## 4.2 AUDITS AND FINANCIAL STATEMENTS

A. Audits

i. Grantee understands and agrees that Grantee is subject to any and all applicable audit requirements found in state or federal law or regulation or added by this Grant Agreement.

ii. HHS Single Audit Unit will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the form within thirty (30) calendar days after receipt of notice, Grantee may be subject to sanctions and remedies for non-compliance.

iii. If Grantee, within Grantee's fiscal year, expends federal funds awarded of at least $750,000 for audit periods beginning before October 1, 2024 (beginning on or after October 1, 2024, at least $1,000,000), Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The federal threshold amount includes federal funds passed through by way of state agency awards.

iv. If Grantee, within Grantee's fiscal year, expends at least $750,000 in state funds awarded or other amount specified in the TxGMS, Grantee shall have a single audit or program-specific audit in accordance with TxGMS. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200, Government Auditing Standards, and TxGMS.

v. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or TxGMS, as applicable, for their program-specific audits.

vi. Each Grantee required to obtain a single audit must competitively re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with applicable provisions of 2 CFR 200 and TxGMS.

B. Financial Statements.

Each Grantee that does not meet the expenditure threshold for a single audit or program-specific audit, must provide financial statements for the audit period.

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### 4.3 Submission of Audits and Financial Statements

A. Audits.
Due the earlier of 30 days after receipt of the independent certified public accountant's report or nine months after the end of the fiscal year, Grantee shall submit one electronic copy of the single audit or program-specific audit to the System Agency via:
i. HHS portal at https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau or,
ii. Email to: single_audit_report@hhsc.state.tx.us.

B. Financial Statements.
Due no later than nine months after the Grantee's fiscal year-end, Grantees not required to submit an audit, shall submit one electronic copy of their financial statements via:
i. HHS portal at https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau; or,
ii. Email to: single_audit_report@hhsc.state.tx.us.

## ARTICLE V. Warranty, Affirmations, Assurances and Certifications

### 5.1 Warranty

Grantee warrants that all work under this Grant Agreement shall be completed in a manner consistent with standards under the terms of this Grant Agreement, in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the Grant Agreement; and all deliverables shall be fit for ordinary use, of good quality, and with no material defects. If System Agency, in its sole discretion, determines Grantee has failed to complete work timely or to perform satisfactorily under conditions required by this Grant Agreement, the System Agency may require Grantee, at its sole expense, to:

i. Repair or replace all defective or damaged work;
ii. Refund any payment Grantee received from System Agency for all defective or damaged work and, in conjunction therewith, require Grantee to accept the return of such work; and,
iii. Take necessary action to ensure that Grantee's future performance and work conform to the Grant Agreement requirements.

### 5.2 General Affirmations

Grantee certifies that, to the extent affirmations are incorporated into the Grant Agreement, the Grantee has reviewed the affirmations and that Grantee is in compliance with all requirements.

### 5.3 Federal Assurances

Grantee further certifies that, to the extent federal assurances are incorporated into the Grant Agreement, the Grantee has reviewed the federal assurances and that Grantee is in compliance with all requirements.

### 5.4 Federal Certifications

Grantee further certifies that, to the extent federal certifications are incorporated into the Grant Agreement, the Grantee has reviewed the federal certifications and that Grantee is in compliance with all requirements. In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, and regulations, as they may pertain to this Grant Agreement.

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### 5.5 STATE ASSURANCES

Except to the extent of any conflict under applicable law or requirements or guidelines of any federal awarding agency from which funding for this Grant Agreement originated, the Grantee must comply with the applicable state assurances included within the TxGMS which are incorporated here by reference.

## ARTICLE VI. INTELLECTUAL PROPERTY

### 6.1 OWNERSHIP OF WORK PRODUCT

A. All right, title, and interest in the Work Product, including all Intellectual Property Rights therein, is exclusively owned by System Agency. Grantee and Grantee's employees will have no rights in or ownership of the Work Product or any other property of System Agency.

B. Any and all Work Product that is copyrightable under United States copyright law is deemed to be "work made for hire" owned by System Agency, as provided by Title 17 of the United States Code. To the extent that Work Product does not qualify as a "work made for hire" under applicable federal law, Grantee hereby irrevocably assigns and transfers to System Agency, its successors and assigns, the entire right, title, and interest in and to the Work Product, including any and all Intellectual Property Rights embodied therein or associated therewith, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing.

C. Grantee agrees to execute all papers and to perform such other acts as System Agency may deem necessary to secure for System Agency or its designee the rights herein assigned.

D. In the event that Grantee has any rights in and to the Work Product that cannot be assigned to System Agency, Grantee hereby grants to System Agency an exclusive, worldwide, royalty-free, transferable, irrevocable, and perpetual license, with the right to sublicense, to reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, make, have made, use, sell and offer for sale the Work Product and any products developed by practicing such rights.

E. The foregoing does not apply to Incorporated Pre-existing Works or Third Party IP that are incorporated in the Work Product by Grantee. Grantee shall provide System Agency access during normal business hours to all Grantee materials, premises, and computer files containing the Work Product.

### 6.2 GRANTEE'S PRE-EXISTING WORKS

A. To the extent that Grantee incorporates into the Work Product any works of Grantee that were created by Grantee or that Grantee acquired rights in prior to the Effective Date of this Grant Agreement ("**Incorporated Pre-existing Works**"), Grantee retains ownership of such Incorporated Pre-existing Works.

B. Grantee hereby grants to System Agency an irrevocable, perpetual, non-exclusive, royalty-free, transferable, worldwide right and license, with the right to sublicense, to use, reproduce, modify, copy, create derivative works of, publish, publicly perform and display, sell, offer to sell, make and have made, the Incorporated Pre-existing Works, in any medium, with or without the associated Work Product.

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C. Grantee represents, warrants, and covenants to System Agency that Grantee has all necessary right and authority to grant the foregoing license in the Incorporated Pre-existing Works to System Agency.

### 6.3 THIRD PARTY IP

A. To the extent that any Third Party IP is included or incorporated in the Work Product by Grantee, Grantee hereby grants to System Agency, or shall obtain from the applicable third party for System Agency's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for System Agency's internal business or governmental purposes only, to use, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Third Party IP and any derivative works thereof embodied in or delivered to System Agency in conjunction with the Work Product, and to authorize others to do any or all of the foregoing.

B. Grantee shall obtain System Agency's advance written approval prior to incorporating any Third Party IP into the Work Product, and Grantee shall notify System Agency on delivery of the Work Product if such materials include any Third Party IP.

C. Grantee shall provide System Agency all supporting documentation demonstrating Grantee's compliance with this Section 6.3, including without limitation documentation indicating a third party's written approval for Grantee to use any Third Party IP that may be incorporated in the Work Product.

### 6.4 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS

Grantee shall have written, binding agreements with its employees and subcontractors that include provisions sufficient to give effect to and enable Grantee's compliance with Grantee's obligations under this Article VI, Intellectual Property.

### 6.5 DELIVERY UPON TERMINATION OR EXPIRATION

No later than the first calendar day after the termination or expiration of the Grant Agreement or upon System Agency's request, Grantee shall deliver to System Agency all completed, or partially completed, Work Product, including any Incorporated Pre-existing Works, and any and all versions thereof. Grantee's failure to timely deliver such Work Product is a material breach of the Grant Agreement. Grantee will not retain any copies of the Work Product or any documentation or other products or results of Grantee's activities under the Grant Agreement without the prior written consent of System Agency.

### 6.6 SURVIVAL

The provisions and obligations of this Article survive any termination or expiration of the Grant Agreement.

### 6.7 SYSTEM AGENCY DATA

A. As between the Parties, all data and information acquired, accessed, or made available to Grantee by, through, or on behalf of System Agency or System Agency contractors, including all electronic data generated, processed, transmitted, or stored by Grantee in the course of providing data processing services in connection with Grantee's performance hereunder (the "System Agency Data"), is owned solely by System Agency.

B. Grantee has no right or license to use, analyze, aggregate, transmit, create derivatives of, copy, disclose, or process the System Agency Data except as required for Grantee to fulfill its obligations under the Grant Agreement or as authorized in advance in writing by System Agency.

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C. For the avoidance of doubt, Grantee is expressly prohibited from using, and from permitting any third party to use, System Agency Data for marketing, research, or other non-governmental or commercial purposes, without the prior written consent of System Agency.
D. Grantee shall make System Agency Data available to System Agency, including to System Agency's designated vendors, as directed in writing by System Agency. The foregoing shall be at no cost to System Agency.
E. Furthermore, the proprietary nature of Grantee's systems that process, store, collect, and/or transmit the System Agency Data shall not excuse Grantee's performance of its obligations hereunder.

# ARTICLE VII. PROPERTY

## 7.1 USE OF STATE PROPERTY

A. Grantee is prohibited from using State Property for any purpose other than performing Services authorized under the Grant Agreement.
B. State Property includes, but is not limited to, System Agency's office space, identification badges, System Agency information technology equipment and networks (*e.g.,* laptops, portable printers, cell phones, iPads or tablets, external hard drives, data storage devices, any System Agency-issued software, and the System Agency Virtual Private Network (VPN client)), and any other resources of System Agency.
C. Grantee shall not remove State Property from the continental United States. In addition, Grantee may not use any computing device to access System Agency's network or e-mail while outside of the continental United States.
D. Grantee shall not perform any maintenance services on State Property unless the Grant Agreement expressly authorizes such Services.
E. During the time that State Property is in the possession of Grantee, Grantee shall be responsible for:
    i. all repair and replacement charges incurred by State Agency that are associated with loss of State Property or damage beyond normal wear and tear, and
    ii. all charges attributable to Grantee's use of State Property that exceeds the Grant Agreement scope. Grantee shall fully reimburse such charges to System Agency within ten (10) calendar days of Grantee's receipt of System Agency's notice of amount due. Use of State Property for a purpose not authorized by the Grant Agreement shall constitute breach of contract and may result in termination of the Grant Agreement and the pursuit of other remedies available to System Agency under contract, at law, or in equity.

## 7.2 DAMAGE TO STATE PROPERTY

A. In the event of loss, destruction, or damage to any System Agency or State of Texas owned, leased, or occupied property or equipment by Grantee or Grantee's employees, agents, Subcontractors, or suppliers, Grantee shall be liable to System Agency and the State of Texas for the full cost of repair, reconstruction, or replacement of the lost, destroyed, or damaged property.
B. Grantee shall notify System Agency of the loss, destruction, or damage of equipment or property within one (1) business day. Grantee shall reimburse System Agency and the State of Texas for such property damage within ten (10) calendar days after Grantee's receipt of System Agency's notice of amount due.

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### 7.3 Property Rights upon Termination or Expiration of Contract

In the event the Grant Agreement is terminated for any reason or expires, State Property remains the property of the System Agency and must be returned to the System Agency by the earlier of the end date of the Grant Agreement or upon System Agency's request.

### 7.4 Equipment and Property

All equipment and property acquired by Grantee, with funds awarded under this Grant Agreement, are subject to all applicable laws and governing authority including, but not limited to, applicable provisions of 2 CFR 200 and TxGMS. System Agency funds must not be used to purchase buildings or real property without prior written approval from System Agency. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval.

## ARTICLE VIII. Record Retention, Audit, And Confidentiality

### 8.1 Record Maintenance and Retention

A. Grantee shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives all information required to determine compliance with the terms and conditions of this Grant Agreement and all state and federal rules, regulations, and statutes. Grantee shall ensure these same requirements are included in all subcontracts.

B. Grantee shall maintain and retain legible copies of this Grant Agreement and all records relating to the performance of the Grant Agreement, including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records shall be maintained and retained by the Grantee for a minimum of seven (7) years after the Grant Agreement expiration date or seven (7) years after all audits, claims, litigation, or disputes involving the Grant Agreement are resolved, whichever is later. Grantee shall ensure these same requirements are included in all subcontracts.

### 8.2 Agency's Right to Audit

A. Grantee shall make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, supporting documents kept current by Grantee pertaining to the Grant Agreement for purposes of inspecting, monitoring, auditing, or evaluating by System Agency and the State of Texas. Grantee shall ensure these same requirements are included in all subcontracts.

B. In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors shall permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Grant Agreement. Grantee shall permit the System Agency or any of its duly authorized federal, state, or local authorities unrestricted access to and the right to examine all external contracts and or pricing models or methodologies related to the Grant Agreement. Grantee shall ensure these same requirements are included in all subcontracts. If the Grant Agreement includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency

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providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the System Agency, HHS's contracted examiners, the State Auditor's Office, the Office of the Texas Attorney General, and any successor agencies. Each of these entities may be a duly authorized authority.

C. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of oversight, including, but not limited to, reviews, inspections, audits and investigations, Grantee shall produce original documents related to this Grant Agreement.
D. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings and payments related to the Grant Agreement, including those related to a Subcontractor.
E. Grantee shall include the System Agency's and any of its duly authorized representatives', as well as duly authorized federal, state, or local authorities, unrestricted right of access to, and examination of, sites and information related to this Grant Agreement in any Subcontract it awards.

## 8.3 Response/Compliance with Audit or Inspection Findings

A. Grantee must act to ensure its and its Subcontractors' compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, inspection or investigation of the Grant Agreement and the services and Deliverables provided. Any such correction will be at Grantee's or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance shall be solely the decision of the System Agency.
B. As part of the services, Grantee must provide to HHS upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the services and Deliverables provided to the State under the Grant Agreement.
C. Grantee shall include the requirement to provide to System Agency (and any of its duly authorized federal, state, or local authorities) internal audit reports related to this Grant Agreement in any Subcontract it awards. Upon request by System Agency, Grantee shall enforce this requirement against its Subcontractor. Further, Grantee shall include in any Subcontract it awards a requirement that all Subcontractor Subcontracts must also include these provisions.

## 8.4 State Auditor's Right to Audit

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement. The acceptance of funds directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement 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. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Grantee shall ensure the authority to audit funds received indirectly by subcontractors through the contract and the requirement to cooperate is included in any subcontract it awards.

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### 8.5 CONFIDENTIALITY

Grantee shall maintain as confidential and shall not disclose to third parties without System Agency's prior written consent, any System Agency information including but not limited to System Agency's business activities, practices, systems, conditions and services. This Article VIII will survive termination or expiration of this Grant Agreement. Further, the obligations of Grantee under this Article VIII will survive termination or expiration of this Grant Agreement. This requirement must be included in all subcontracts awarded by Grantee.

## ARTICLE IX. GRANT REMEDIES, TERMINATION AND PROHIBITED ACTIVITIES

### 9.1 REMEDIES

A. To ensure Grantee's full performance of the Grant Agreement and compliance with applicable law, System Agency reserves the right to hold Grantee accountable for breach of contract or substandard performance and may take remedial or corrective actions, including, but not limited to the following:
   i. temporarily withholding cash disbursements or reimbursements pending correction of the deficiency;
   ii. disallowing or denying use of funds for the activity or action deemed not to be in compliance;
   iii. disallowing claims for reimbursement that may require a partial or whole return of previous payments or reimbursements;
   iv. suspending all or part of the Grant Agreement;
   v. requiring the Grantee to take specific actions in order to remain in compliance with the Grant Agreement;
   vi. recouping payments made by the System Agency to the Grantee found to be in error;
   vii. suspending, limiting, or placing conditions on the Grantee's continued performance of the Project;
   viii. prohibiting the Grantee from receiving additional funds for other grant programs administered by the System Agency until satisfactory compliance resolution is obtained;
   ix. withholding release of new grant agreements; and
   x. imposing any other remedies, sanctions or penalties authorized under this Grant Agreement or permitted by federal or state statute, law, regulation or rule.

B. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended.

C. No action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as a waiver of any other rights or remedies available to System Agency under the Grant Agreement or pursuant to law. Additionally, no action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as an acceptance, waiver, or cure of Grantee's breach. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended or after termination.

### 9.2 TERMINATION FOR CONVENIENCE

The System Agency may terminate the Grant Agreement, in whole or in part, at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in the System Agency's notice of termination.

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## 9.3 TERMINATION FOR CAUSE

A. Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Grant Agreement, in whole or in part, upon either of the following conditions:

**i. Material Breach**

The System Agency may terminate the Grant Agreement, in whole or in part, if the System Agency determines, in its sole discretion, that Grantee has materially breached the Grant Agreement or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, whether or not such violation prevents or substantially impairs performance of Grantee's duties under the Grant Agreement. Grantee's misrepresentation in any aspect including, but not limited to, of Grantee's Solicitation Application, if any, or Grantee's addition to the SAM exclusion list (identification in SAM as an excluded entity) may also constitute a material breach of the Grant Agreement.

**ii. Failure to Maintain Financial Viability**

The System Agency may terminate the Grant Agreement if the System Agency, in its sole discretion, determines that Grantee no longer maintains the financial viability required to complete the services and deliverables, or otherwise fully perform its responsibilities under the Grant Agreement.

B. System Agency will specify the effective date of such termination in the notice to Grantee. If no effective date is specified, the Grant Agreement will terminate on the date of the notification.

## 9.4 GRANTEE RESPONSIBILITY FOR SYSTEM AGENCY'S TERMINATION COSTS

If the System Agency terminates the Grant Agreement for cause, the Grantee shall be responsible to the System Agency for all costs incurred by the System Agency and the State of Texas to replace the Grantee. These costs include, but are not limited to, the costs of procuring a substitute grantee and the cost of any claim or litigation attributable to Grantee's failure to perform any work in accordance with the terms of the Grant Agreement.

## 9.5 INHERENTLY RELIGIOUS ACTIVITIES

Grantee may not use grant funding to engage in inherently religious activities, such as proselytizing, scripture study, or worship. Grantees may engage in inherently religious activities; however, these activities must be separate in time or location from the grant-funded program. Moreover, grantees must not compel program beneficiaries to participate in inherently religious activities. These requirements apply to all grantees, not just faith-based organizations.

## 9.6 POLITICAL ACTIVITIES

Grant funds cannot be used for the following activities:

A. Grantees and their relevant sub-grantees or subcontractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying, advocating for legislation, campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties, and voter registration campaigns. Grantees may use private, or non-System Agency money or contributions for political purposes but may not charge to, or be reimbursed from, System Agency contracts or grants for the costs of such activities.

B. Grant-funded employees may not use official authority or influence to achieve any political purpose and grant funds cannot be used for the salary, benefits, or any other compensation of an elected official.

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C. Grant funds may not be used to employ, in any capacity, a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist. Additionally, grant funds cannot be used to pay membership dues to an organization that partially or wholly pays the salary of a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist.
D. As applicable, Grantee will comply with 31 USC § 1352, relating to the limitation on use of appropriated funds to influence certain Federal contracting and financial transactions.

# ARTICLE X. INDEMNITY

## 10.1 GENERAL INDEMNITY

**A. GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND SYSTEM AGENCY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE GRANT AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THE GRANT AGREEMENT.**

**B. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE SYSTEM AGENCY OR ITS EMPLOYEES.**

**C. FOR THE AVOIDANCE OF DOUBT, SYSTEM AGENCY SHALL NOT INDEMNIFY GRANTEE OR ANY OTHER ENTITY UNDER THE GRANT AGREEMENT.**

## 10.2 INTELLECTUAL PROPERTY

**GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE SYSTEM AGENCY AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS, OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM:**

**i. THE PERFORMANCE OR ACTIONS OF GRANTEE PURSUANT TO THIS GRANT AGREEMENT;**
**ii. ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR**
**iii. SYSTEM AGENCY'S AND/OR GRANTEE'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO SYSTEM AGENCY BY GRANTEE OR OTHERWISE TO WHICH SYSTEM AGENCY HAS ACCESS AS A RESULT OF GRANTEE'S PERFORMANCE UNDER THE GRANT AGREEMENT.**

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### 10.3 Additional Indemnity Provisions

**A. GRANTEE AND SYSTEM AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY INDEMNITY CLAIM. GRANTEE SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES.**

**B. THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL.**

**C. GRANTEE SHALL REIMBURSE SYSTEM AGENCY AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE SYSTEM AGENCY DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF GRANTEE OR IF SYSTEM AGENCY IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, SYSTEM AGENCY WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND GRANTEE SHALL PAY ALL REASONABLE COSTS OF SYSTEM AGENCY'S COUNSEL.**

## ARTICLE XI. General Provisions

### 11.1 Amendments

Except as otherwise expressly provided, the Grant Agreement may only be amended by a written Amendment executed by both Parties.

### 11.2 No Quantity Guarantees

The System Agency makes no guarantee of volume or usage of work under this Grant Agreement. All work requested may be on an irregular and as needed basis throughout the Grant Agreement term.

### 11.3 Child Abuse Reporting Requirements

A. Grantees shall comply with child abuse and neglect reporting requirements in Texas Family Code Chapter 261. This section is in addition to and does not supersede any other legal obligation of the Grantee to report child abuse.

B. Grantee shall use the Texas Abuse Hotline Website located at https://www.txabusehotline.org/Login/Default.aspx as required by the System Agency. Grantee shall retain reporting documentation on site and make it available for inspection by the System Agency.

### 11.4 Certification of Meeting or Exceeding Tobacco-Free Workplace Policy Minimum Standards

A. Grantee certifies that it has adopted and enforces a Tobacco-Free Workplace Policy that meets or exceeds all of the following minimum standards of:

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i. Prohibiting the use of all forms of tobacco products, including but not limited to cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff and chewing tobacco;
ii. Designating the property to which this Policy applies as a "designated area," which must at least comprise all buildings and structures where activities funded under this Grant Agreement are taking place, as well as Grantee owned, leased, or controlled sidewalks, parking lots, walkways, and attached parking structures immediately adjacent to this designated area;
iii. Applying to all employees and visitors in this designated area; and
iv. Providing for or referring its employees to tobacco use cessation services.

B. If Grantee cannot meet these minimum standards, it must obtain a waiver from the System Agency.

## 11.5 Insurance and Bonds

Unless otherwise specified in this Contract, Grantee shall acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee shall provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee shall secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage. In addition, if required by System Agency, Grantee must obtain and have on file a blanket fidelity bond that indemnifies System Agency against the loss or theft of any grant funds, including applicable matching funds. The fidelity bond must cover the entirety of the grant term and any subsequent renewals. The failure of Grantee to comply with these requirements may subject Grantee to remedial or corrective actions detailed in section 10.1, General Indemnity, above.

These and all other insurance requirements under the Grant apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

## 11.6 Limitation on Authority

A. Grantee shall not have any authority to act for or on behalf of the System Agency or the State of Texas except as expressly provided for in the Grant Agreement; no other authority, power, or use is granted or implied. Grantee may not incur any debt, obligation, expense, or liability of any kind on behalf of System Agency or the State of Texas.
B. Grantee may not rely upon implied authority and is not granted authority under the Grant Agreement to:
i. Make public policy on behalf of the System Agency;
ii. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of a System Agency program; or
iii. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the System Agency regarding System Agency programs or

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the Grant Agreement. However, upon System Agency request and with reasonable notice from System Agency to the Grantee, the Grantee shall assist the System Agency in communications and negotiations regarding the Work under the Grant Agreement with state and federal governments.

### 11.7 CHANGE IN LAWS AND COMPLIANCE WITH LAWS

Grantee shall comply with all laws, regulations, requirements, and guidelines applicable to a Grantee providing services and products required by the Grant Agreement to the State of Texas, as these laws, regulations, requirements, and guidelines currently exist and as amended throughout the term of the Grant Agreement. Notwithstanding Section 11.1, Amendments, above, System Agency reserves the right, in its sole discretion, to unilaterally amend the Grant Agreement to incorporate any modifications necessary for System Agency's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.

### 11.8 SUBCONTRACTORS

Grantee may not subcontract any or all of the Work and/or obligations under the Grant Agreement without prior written approval of the System Agency. Subcontracts, if any, entered into by the Grantee shall be in writing and be subject to the requirements of the Grant Agreement. Should Grantee subcontract any of the services required in the Grant Agreement, Grantee expressly understands and acknowledges System Agency is in no manner liable to any subcontractor(s) of Grantee. In no event shall this provision relieve Grantee of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the Grant Agreement.

### 11.9 PERMITTING AND LICENSURE

At Grantee's sole expense, Grantee shall procure and maintain for the duration of this Grant Agreement any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or services required by this Grant Agreement. Grantee shall be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee shall be responsible for payment of any such government obligations not paid by its Subcontractors during performance of this Grant Agreement.

### 11.10 INDEPENDENT CONTRACTOR

Grantee and Grantee's employees, representatives, agents, Subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the Grant Agreement. Neither Grantee nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf. The Grantee is not a "governmental body" solely by virtue of this Grant Agreement or receipt of grant funds under this Grant Agreement. Grantee shall have no claim against System Agency for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Grant Agreement shall not create any joint venture, partnership, agency, or employment relationship between Grantee and System Agency.

### 11.11 GOVERNING LAW AND VENUE

The Grant Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit

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arising under the Grant Agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the System Agency.

## 11.12 SEVERABILITY

If any provision contained in this Grant Agreement is held to be unenforceable by a court of law or equity, such construction will not affect the legality, validity, or enforceability of any other provision or provisions of this Grant Agreement. It is the intent and agreement of the Parties this Grant Agreement shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves the same objective. All other provisions of this Grant Agreement will continue in full force and effect.

## 11.13 SURVIVABILITY

Expiration or termination of the Grant Agreement for any reason does not release Grantee from any liability or obligation set forth in the Grant Agreement that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Grant Agreement, including without limitation the provisions regarding return of grant funds, audit requirements, records retention, public information, warranty, indemnification, confidentiality, and rights and remedies upon termination.

## 11.14 FORCE MAJEURE

Neither Grantee nor System Agency shall be liable to the other for any delay in, or failure of performance, of any requirement included in the Grant Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

## 11.15 NO IMPLIED WAIVER OF PROVISIONS

The failure of the System Agency to object to or to take affirmative action with respect to any conduct of the Grantee which is in violation or breach of the terms of the Grant Agreement shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

## 11.16 FUNDING DISCLAIMERS AND LABELING

A. Grantee shall not use System Agency's name or refer to System Agency directly or indirectly in any media appearance, public service announcement, or disclosure relating to this Grant Agreement including any promotional material without first obtaining written consent from System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Grantee's or a third party's products, services, workshops, trainings, or other commercial offerings on any website portal or internet-based service or software application hosted or managed by Grantee. This does not limit the Grantee's responsibility to comply with obligations related to the Texas Public Information Act or Texas Open Meetings Act.

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B. In general, no publication (including websites, reports, projects, etc.) may convey System Agency's recognition or endorsement of the Grantee's project without prior written approval from System Agency. Publications funded in part or wholly by HHS grant funding must include a statement that "HHS and neither any of its components operate, control, are responsible for, or necessarily endorse, this publication (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)" at HHS's request.

## 11.17 MEDIA RELEASES

A. Grantee shall not use System Agency's name, logo, or other likeness in any press release, marketing material or other announcement without System Agency's prior written approval. System Agency does not endorse any vendor, commodity, or service. Grantee is not authorized to make or participate in any media releases or public announcements pertaining to this Grant Agreement or the Services to which they relate without System Agency's prior written consent, and then only in accordance with explicit written instruction from System Agency.

B. Grantee may publish, at its sole expense, results of Grantee performance under the Grant Agreement with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

## 11.18 PROHIBITION ON NON-COMPETE RESTRICTIONS

Grantee shall not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements, that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

## 11.19 SOVEREIGN IMMUNITY

Nothing in the Grant Agreement will be construed as a waiver of the System Agency's or the State's sovereign immunity. This Grant Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas under the Grant Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. System Agency does not waive any privileges, rights, defenses, or immunities available to System Agency by entering into the Grant Agreement or by its conduct prior to or subsequent to entering into the Grant Agreement.

## 11.20 ENTIRE CONTRACT AND MODIFICATION

The Grant Agreement constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Grant Agreement will be harmonized with this Grant Agreement to the extent possible.

## 11.21 COUNTERPARTS

This Grant Agreement may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Grant Agreement.

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## 11.22 PROPER AUTHORITY

Each Party represents and warrants that the person executing this Grant Agreement on its behalf has full power and authority to enter into this Grant Agreement.

## 11.23 E-VERIFY PROGRAM

Grantee certifies that it utilizes and will continue to utilize the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

A. all persons employed to perform duties within Texas during the term of the Grant Agreement; and
B. all persons, (including subcontractors) assigned by the Grantee to perform work pursuant to the Grant Agreement within the United States of America.

## 11.24 CIVIL RIGHTS

A. Grantee agrees to comply with state and federal anti-discrimination laws, including:
   i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
   ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
   iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
   iv. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
   v. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
   vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.); and
   vii. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Grant Agreement.
B. Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.
C. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.
D. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: https://hhs.texas.gov/about-hhs/your-rights/civil-rights-office/civil-rights-posters
E. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

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F. Upon request, Grantee shall provide HHSC's Civil Rights Office with copies of the Grantee's civil rights policies and procedures.

G. Grantee must notify HHSC's Civil Rights Office of any complaints of discrimination received relating to its performance under this Grant Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail CodeW206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
Fax: (512) 438-5885
Email: HHSCivilRightsOffice@hhsc.state.tx.us

## 11.25 ENTERPRISE INFORMATION MANAGEMENT STANDARDS

Grantee shall conform to HHS standards for data management as described by the policies of the HHS Office of Data, Analytics, and Performance. These include, but are not limited to, standards for documentation and communication of data models, metadata, and other data definition methods that are required by HHS for ongoing data governance, strategic portfolio analysis, interoperability planning, and valuation of HHS System data assets.

## 11.26 DISCLOSURE OF LITIGATION

A. The Grantee must disclose in writing to the contract manager assigned to this Grant Agreement any material civil or criminal litigation or indictment either threatened or pending involving the Grantee. "Threatened litigation" as used herein shall include governmental investigations and civil investigative demands. "Litigation" as used herein shall include administrative enforcement actions brought by governmental agencies. The Grantee must also disclose any material litigation threatened or pending involving Subcontractors, consultants, and/or lobbyists. For purposes of this section, "material" refers, but is not limited, to any action or pending action that a reasonable person knowledgeable in the applicable industry would consider relevant to the Work under the Grant Agreement or any development such a person would want to be aware of in order to stay fully apprised of the total mix of information relevant to the Work, together with any litigation threatened or pending that may result in a substantial change in the Grantee's financial condition.

B. This is a continuing disclosure requirement; any litigation commencing after Grant Agreement Award must be disclosed in a written statement to the assigned contract manager within seven calendar days of its occurrence.

## 11.27 NO THIRD PARTY BENEFICIARIES

The Grant Agreement is made solely and specifically among and for the benefit of the Parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the Grant Agreement as a third-party beneficiary or otherwise.

## 11.28 BINDING EFFECT

The Grant Agreement shall inure to the benefit of, be binding upon, and be enforceable against each Party and their respective permitted successors, assigns, transferees, and delegates.

## Certificate Of Completion

Envelope Id: 4B278F2F-5640-8ED1-82CA-F571E949067F
Status: Sent
Subject: Please Sign:$1,268,074.00 HHS001309800001 City of Brownsville CPS/PHIG A.2
Source Envelope:
Document Pages: 50
Signatures: 0
Certificate Pages: 2
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
CMS Internal Routing Mailbox
11493 Sunset Hills Road
#100
Reston, VA 20190
CMS.InternalRouting@dshs.texas.gov
IP Address: 167.137.1.10

## Record Tracking

Status: Original
5/29/2026 5:56:34 PM
Holder: CMS Internal Routing Mailbox
CMS.InternalRouting@dshs.texas.gov
Location: DocuSign

| Signer Events | Signature | Timestamp |
|---|---|---|
| Dr. Arturo Rodriguez, DNP, MPH, CPM<br>art.rodriguez@brownsvilletx.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | Sent: 5/29/2026 6:08:04 PM<br>Resent: 6/10/2026 10:22:39 AM<br>Resent: 6/24/2026 12:54:25 PM<br>Resent: 7/8/2026 4:39:34 PM<br>Resent: 7/15/2026 9:43:33 AM |
| Alan Guard<br>Alan.Guard@brownsvilletx.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |
| Helen Whittington<br>helen.whittington@dshs.texas.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |
| Patricia Melchior<br>Patty.Melchior@dshs.texas.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |
| Christy Havel Burton<br>christy.havelburton@dshs.texas.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |

| In Person Signer Events | Signature | Timestamp |
|---|---|---|

| Editor Delivery Events | Status | Timestamp |
|---|---|---|

| Agent Delivery Events | Status | Timestamp |
|---|---|---|

| Intermediary Delivery Events | Status | Timestamp |
|---|---|---|

| Certified Delivery Events | Status | Timestamp |
|---|---|---|

| Carbon Copy Events | Status | Timestamp |
|---|---|---|
| Danielle Gutierrez<br>danielle.gutierrez@brownsvilletx.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | COPIED | Sent: 7/22/2026 10:40:01 AM<br>Viewed: 7/22/2026 10:46:59 AM |
| Michael Delmore<br>Michael.Delmore@brownsvilletx.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | COPIED | Sent: 5/29/2026 6:08:06 PM |
| Kristiana Flores<br>Kristiana.Flores@dshs.texas.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |
| CMS Internal Routing Mailbox<br>CMS.InternalRouting@dshs.texas.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |

| Witness Events | Signature | Timestamp |
|---|---|---|

| Notary Events | Signature | Timestamp |
|---|---|---|

| Envelope Summary Events | Status | Timestamps |
|---|---|---|
| Envelope Sent | Hashed/Encrypted | 5/29/2026 6:08:06 PM |
| Envelope Updated | Security Checked | 7/22/2026 10:40:00 AM |
| Envelope Updated | Security Checked | 7/22/2026 10:40:00 AM |
| Envelope Updated | Security Checked | 7/22/2026 10:40:00 AM |
| Envelope Updated | Security Checked | 7/22/2026 10:40:01 AM |

| Payment Events | Status | Timestamps |
|---|---|---|

| | |
|---|---|
| To: | Mayor and City Commission |
| Through: | Alan Guard, Interim City Manager |
| From: | Eva Garcia, Senior Planner Bicycle & Pedestrian, Joel Garza, Mobility Director |
| Date: | Tuesday, August 18, 2026 |
| Agenda #: | Consideration and **ACTION** to authorize the execution of the Safe Streets for All (SS4A) Grant Agreement between the City of Brownsville and the Federal Highway Administration (FHWA). (Multimodal Transportation) |

**Summary:**
Authorizing the City Manager to execute an agreement between the United States Department of Transportation's (USDOT) Federal Highway Administration (FHWA) and City of Brownsville (Recipient) for the Safe Streets and Raods for All (SS4A) Brownsville Safety Demonstration Project. The federal award is $256,244 (80%) with a local match of $64,062 (20%) for an estimated total project cost of $320,306.

**Project Scope and Analysis:**
The project will improve currently unprotected bike lanes in the city with high crash potential based on existing crash data. Installation of 10,466' of delineators on bike lanes, painting of 34.12 miles of bike lanes with green-yellow paint, and the installation of flashing beacons at 4 intersections.

**Funding:**

**Source:** FY23 SS4A Grant (FHWA)
FY27 C.O.

**Amount:** 256,244
64,062

**Local Contribution if Applicable:**

**Recommendation:**
Staff recommends approval.

**Commission Pillar:**
Infrastructure, Quality of Life & Vibrancy

**Attachments:**

1. City of Brownsville_693JJ32640130_ReadyForSignature-1

**1. Federal Award No.**
693JJ32640130

**2. Effective Date**
See No. 16 Below

**3. Assistance Listings No.**
20.939

**4. Award To**
City of Brownsville
1001 E. Elizabeth Street
Brownsville, TX 78520

Unique Entity Id.: DCJTF4NGTW78
TIN No.: 74-60000422

**5. Sponsoring Office**
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590

**6. Period of Performance**
Effective Date of Award –24 months

**7. Total Amount**

| | |
|---|---|
| Federal Share: | $256,244 |
| Recipient Share: | $ 64,062 |
| Other Federal Funds: | $ 0 |
| Other Funds: | $ 0 |
| Total: | $320,306 |

**8. Type of Agreement**
Grant

**9. Authority**
Section 24112 of the Infrastructure Investment and Jobs Act (IIJA; Pub. L. 117–58, November 15, 2021)

**10. Procurement Request No.**
HSA240233PR

**11. Federal Funds Obligated**
$256,244

**12. Submit Payment Requests To**
See Article 5.

**13. Accounting and Appropriations Data**
15X0173E50.0000.055SR10500.5592000000.410
10.61006600

**14. Description of the Project**
The project will improve currently unprotected bike lanes in the city with high crash potential based on existing crash data. Installation of 10,466’ of delineators on bike lanes, painting of 34.12 miles of bike lanes with green-yellow paint, and the installation of flashing beacons at 4 intersections**.** The data collected from these demonstrations will help inform the RGVMPO’s existing Action Plan.

**RECIPIENT**

**15. Signature of Person Authorized to Sign**

Signature Date
Name: Alan Guard
Title: Interim City Manager

**FEDERAL HIGHWAY ADMINISTRATION**

**16. Signature of Agreement Officer**

Signature Date
Name: Travis Wheeler
Title: Agreement Officer

**U.S. DEPARTMENT OF TRANSPORTATION**

**GRANT AGREEMENT UNDER THE**
**FISCAL YEAR 2023 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM**

This agreement is between the United States Department of Transportation's (the "**USDOT**") Federal Highway Administration (the "**FHWA**") and the City of Brownsville (the "**Recipient**").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("**SS4A**") Grant for the Brownsville Safety Demonstration Project.

The parties therefore agree to the following:

## ARTICLE 1
## GENERAL TERMS AND CONDITIONS

### 1.1 General Terms and Conditions.

(a) In this agreement, "**General Terms and Conditions**" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2023 Safe Streets and Roads for All ("SS4A") Grant Program," dated November 4, 2025, which is available at https://www.transportation.gov/grants/ss4a/grant-agreements under "Fiscal Year 2023." Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.

(b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (IIJA, div. G §§ 70901-27).

(c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

## ARTICLE 2
## APPLICATION, PROJECT, AND AWARD

### 2.1 Application.

Application Title: Brownsville Safety Demonstration Project

Application Date: August 7, 2023

### 2.2 Award Amount.

SS4A Grant Amount: $256,244

### 2.3 Federal Obligation Information.

Federal Obligation Type: Single

### 2.4 Budget Period.

Budget Period: See Block 6 of Page 1

### 2.5 Grant Designation.

Designation: Planning and Demonstration

## ARTICLE 3
## SUMMARY PROJECT INFORMATION

### 3.1 Summary of Project's Statement of Work.

This project will be completed in one phase as follows:

Phase 1: Construction to improve currently unprotected bike lanes in the City with high crash potential based on existing crash data. This includes 10,466 feet of delineators on very high-risk bike lanes and 34.12 miles of bright yellow-green paint on moderately high-risk bike lanes. The project will also include flashing beacons with beam lights at four frequently crossed high-risk access points in the City. The data collected from these demonstrations will help inform the RGVMPO's existing Comprehensive Safety Action Plan.

### 3.2 Project's Estimated Schedule.

Demonstration Activity Schedule

| Milestone | Schedule Date |
|---|---|
| NEPA Completion Date: | 06/24/2024 |
| Planned Construction Start Date | 10/01/2026 |
| Planned Evaluation Period End Date: | 12/01/2028 |
| Planned SS4A Final Report Date: | 03/01/2029 |

### 3.3 Project's Estimated Costs.

(a) Eligible Project Costs

| Eligible Project Costs | |
|---|---|
| SS4A Grant Amount: | $256,244 |
| Other Federal Funds: | $0 |
| State Funds: | $0 |
| Local Funds: | $64,062 |
| In-Kind Match: | $0 |
| Other Funds: | $0 |
| Total Eligible Project Cost: | $320,306 |

(b) Cost Classification Table – Planning and Demonstration Grants with demonstration activities and Implementation Grants Only

| Cost Classification | Total Costs | Non-SS4A Previously Incurred Costs | Eligible Costs |
|---|---|---|---|
| Administration and legal expenses | **$51,901.75** | **$0** | **$51,901.75** |
| Equipment | $11,425.30 | $0 | **$11,425.30** |
| Miscellaneous | $256,978.95 | $0 | **$256,978.95** |
| **Project Total** | **$320,306** | **$0** | **$320,306** |

(c) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient's approved Budget Application. In the event the Recipient's indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient's indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

## ARTICLE 4

## RECIPIENT INFORMATION

### 4.1 Recipient Contact(s).

Alan Guard
Interim City Manager
City of Brownsville
1001 E. Elizabeth St., Brownsville, TX 78520
956-548-6005
alan.guard@brownsvilletx.gov

### 4.2 Recipient Key Personnel.

| Name | Title or Position |
|---|---|
| Eva L. Garcia | Senior Planner – Bicycle & Pedestrian |

### 4.3 USDOT Project Contact(s).

Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: E71-117
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-366-2822
SS4A.FHWA@dot.gov

and

Agreement Officer (AO)
Federal Highway Administration
Office of Competitive Grants and Workforce Programs
HACG-30, Mail Stop W51-232
1200 New Jersey Avenue, S.E.
Washington, DC 20590
HCFASS4A@dot.gov

and

Division Administrator – TX
Agreement Officer's Representative (AOR)
300 E. 8th Street, Suite 826, Austin, TX 78701
737-900-7683
Texas.FHWA@dot.gov

and

Natalie Carethers
Texas Division Office Lead Point of Contact
Risk Based Stewardship & Oversight (RBSO) Coordinator
300 E. 8th St., Rm 826, Austin, TX 78701
512-536-5925
Natalie.carethers@dot.gov

## ARTICLE 5
## USDOT ADMINISTRATIVE INFORMATION

### 5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Competitive Grants and Workforce Programs

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the "**AO**") are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

In accordance with 2 CFR 200.308(f)(6), the recipient or subrecipient shall obtain prior written approval from the USDOT agreement officer for the subaward, if the subaward activities were not proposed in the application or approved in the Federal award. This provision is in accordance with 2 CFR 200.308 (f) (6) and does not apply to procurement transactions for goods and services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

N/A

### 5.2 Reimbursement Requests

(a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.

(b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.

(c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request

for reimbursement, the Agreement Officer's Representative (the "**AOR**") may withhold processing that request until the Recipient provides sufficient detail.

(d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.

(e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.

(f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

## ARTICLE 6
## SPECIAL GRANT TERMS

**6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.

**6.2.** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.

**6.3** SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.

**6.4** The Recipient of a Planning and Demonstration Grant that involves a demonstration activity agrees to provide an assessment of each demonstration activity and update the existing Action Plan, which will incorporate the information gathered in the Action Plan's list of projects or strategies and/or inform another part of the existing Action Plan. The Recipient also agrees that demonstration activities are temporary in nature and must be removed and/or ended following the conclusion of the project if the assessment of the demonstration activities does not affirm that the activities provide safety benefits.

**6.5** The Recipient acknowledges that it is required to conduct certain environmental analyses and to prepare and submit to FHWA, or State with applicable NEPA Assignment authority, documents required under NEPA, and other applicable environmental statutes and regulations before the Government will obligate funds for Option Phase 1 under this agreement and provide the Recipient with a written notice to proceed with Option Phase 1.

6.6 The Government's execution of this agreement does not in any way constitute pre-approval or waiver of any of the regulations imposed upon Recipient under the applicable Federal rules, regulations and laws regarding SS4A projects undertaken in accordance with the terms and

conditions of this agreement. The Recipient shall comply with all applicable Federal requirements before incurring any costs under this agreement.

**6.7** There are no other special grant requirements.

**ATTACHMENT A**
**PERFORMANCE MEASUREMENT INFORMATION**

**Study Area:** Brownsville, Texas, to include safety improvements to the existing bicycle & pedestrian network. The study area will include the 34.12 miles of bike lanes and 4 intersections where demonstration activities will be tested.

**Baseline Measurement Date:** 10/01/2026

**Baseline Report Date:** 12/01/2026

**Table 1: Performance Measure Table**

| Measure | Category and Description | Measurement Frequency and Reporting Deadline |
|---|---|---|
| Safety Performance | Fatalities: Total annual fatalities in the project location(s) | Annually and within 120 days after the end of the period of performance |
| Safety Performance | Serious Injuries: Total annual serious injuries in the project location(s) [if available] | Annually and within 120 days after the end of the period of performance |
| Safety Performance | Crashes by Road User Category: Total annual crashes in the project location(s) broken out by types of roadway users involved (e.g., pedestrians, bicyclists, motorcyclist, passenger vehicle occupant, commercial vehicle occupant) | Annually and within 120 days after the end of the period of performance |
| Costs | Project Costs: Quantification of the cost of each eligible project carried out using the grant | Within 120 days after the end of the period of performance |
| Outcomes and Benefits | Quantitative Project Benefits: Quantification of evidence-based projects or strategies implemented (e.g., miles of sidewalks installed, number of pedestrian crossings upgraded, etc.) | Within 120 days after the end of the period of performance |

| Measure | Category and Description | Measurement Frequency and Reporting Deadline |
|---|---|---|
| Outcomes and Benefits | Qualitative Project Benefits: Qualitative description of evidence-based projects or strategies implemented (e.g., narrative descriptions, testimonials, high-quality before and after photos, etc.) | Within 120 days after the end of the period of performance |
| Outcomes and Benefits | Project Location(s): GIS/geo coordinate information identifying specific project location(s) | Within 120 days after the end of the period of performance |
| Lessons Learned and Recommendations | Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets. | Within 120 days after the end of the period of performance |

**ATTACHMENT B**
**CHANGES FROM APPLICATION**

**Scope**: N/A. No change from the application.

**Schedule**: The project is intended to take place over a 24-month period. No change from the application's proposed schedule, other than to reflect an updated anticipated date of agreement execution.

**Budget**: N/A. No change from the application.

The table below provides a summary comparison of the project budget.

| | **Application** | | **Section 3.3** | |
|---|---|---|---|---|
| **Fund Source** | $ | % | $ | % |
| **Previously Incurred Costs (Non-Eligible Project Costs)** | | | | |
| Federal Funds | | | | |
| Non-Federal Funds | | | | |
| Total Previously Incurred Costs | | | | |
| **Future Eligible Project Costs** | | | | |
| SS4AFunds | $256,244 | 80% | N/A | |
| Other Federal Funds | | | | |
| Non-Federal Funds | $64,062 | 20% | N/A | |
| Total Future Eligible Project Costs | | | | |
| Total Project Costs | $320,306 | 100% | N/A | |

**ATTACHMENT C**

[RESERVED]

**ATTACHMENT D**

[RESERVED]

**ATTACHMENT E**
**LABOR AND WORK**

## 1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with "X" in the following table are accurate:

| | |
|---|---|
| | The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. *(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)* |
| X | The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. *(Describe the training programs in the supporting narrative below.)* |
| | The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. *(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)* |
| | The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements. *(Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)* |
| | The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. *(Describe the partnership and workforce strategies in the supporting narrative below.)* |
| | The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. *(Describe those actions in the supporting narrative below.)* |
| | The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in Attachment B. *(Identify the relevant actions from Attachment B in the supporting narrative below.)* |
| | The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award. |

## 2. Supporting Narrative.

This project will be completed using in-house labor (City Employees), offering comprehensive benefits, and competitive wages. The City of Brownsville's Organizational Development & Human Resources

(OD&HR) department leads these efforts and is committed to developing, implementing, and supporting programs and processes that add value to the organization's most valuable resource – our PEOPLE. The mission of OD&HR is to develop a talented workforce through our Participatory Leadership Model. As part of this model, we believe in developing employees at all levels of the organization, from executives to middle management and frontline staff. Our Employee Leadership Conference helps employees deepen their understanding of our "One City" culture while providing an in-house conference experience.

## ATTACHMENT F
## CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE

**1. Efforts to strengthen the Security and Resilience of Critical Infrastructure against both Physical and Cyber Threats.**

The Recipient states that rows marked with "X" in the following table are accurate:

| | |
|---|---|
| | The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities. |
| | The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security. |
| | The Recipient complies with 2 CFR 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment. |

**2. Supporting Narrative.**

N/A. This grant will not fund the purchase of Information Technology and/or Operational Technology.

| | |
|---|---|
| To: | Mayor and City Commission |
| Through: | Alan Guard, Interim City Manager |
| From: | Carlos Lastra, City Engineer |
| Date: | Tuesday, August 18, 2026 |
| Agenda #: | Consideration and **ACTION** to authorize a Contract with G&E Escobedo Construction Inc. for Contract No. 218-26-EPW-IFB, Bore and Trenching On-Call Services, for a term consisting of a three (3) year base term with two (2) optional one-year renewal periods. (Engineering and Public Works Department) |

**Summary:**
The Engineering and Public Works Department recommends consideration and action to execute a contract for bore and trenching services. Contract No. 218-26-EPW-IFB.

The term of this contract shall be an initial 3-year primary term that shall commence upon approval by the City Commission. The City of Brownsville Engineering and Public Works reserves the option to renew the term of this contract annually for two (2) one (1)- year terms, each subject to vendor acceptance, satisfactory performance, and a determination that renewal will be in the best interest of the City.

**Project Scope and Analysis:**
The work shall consist of the excavation, trenching, and borehole drilling as required by the drawings, specifications, and as directed by the City of Brownsville. Specific plans for each task will be provided by the City.

All work performed shall comply with the Texas Department of Transportation (TxDOT) Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges.

Work shall be performed on an as-needed basis through individual Task Orders issued by the City. The scope, location, schedule, and requirements for each project shall be identified in the applicable Task Order.

The City of Brownsville shall make all final decisions regarding acceptable workmanship and materials on the job site.

Contract Term Details: The Contract, pending City Commission approval, includes a Base Period, Optional Renewal Periods, and a Total Contract Term as follows:

• Base Period: This initial period will begin upon City Commission approval and end on September 30, 2029

• Optional Renewal Periods: There are two (2) optional one-year renewal periods. If exercised, these periods will extend the contract as follows:

o First Renewal Period: October 1, 2029, to September 30, 2030

o Second Renewal Period: October 1, 2030 to September 30, 2031

• Total Term of the Contract: Including the Base Period and both optional renewals, the total contract term shall not exceed five (5) years, with a final end date of September 30, 2031, if all renewals are exercised.

**Funding:**

**Source:** 455-621-947 Traffic Control Devices and 01-521-765 Professional Services

**Amount:** TBD - on an as-needed basis through individual Task Orders

**Local Contribution if Applicable:** N/A

**Recommendation:**

The City of Brownsville Engineering and Public Works Department recommends approval for Contract No. 218-26-EPW-IFB.

**Commission Pillar:**

Infrastructure

**Attachments:**

1. 218-26-EPW-IFB ; Procurement Analysis
2. 218-26-EPW-IFB Contract

# PROCUREMENT ANALYSIS

Date: Wednesday, August 5, 2026
To: Mr. John Cowen Jr., City Mayor
From: Mr. Alan Guard, Interim City Manager
CC: Mr. Damian Espinoza, Procurement Director
Ms. Maribel B. Guerrero, Engineering and Public Works Director

**Agenda Title:**
Agenda Item for the City Commission meeting of Tuesday, August 18, 2026.
"Consideration and Action to Authorize a Contract with G&E Escobedo Construction Inc. for Contract No. 218-26-EPW-IFB, Bore and Trenching On-Call Services, for a term consisting of a three (3) year base term with two (2) optional one-year renewal periods, Engineering and Public Works Department"

**Executive Summary:**

- Department: Engineering and Public Works Department
- Procurement Method: Invitation For Bids (IFB)
- Submittals Received: Four (4)
- Contract Number: 218-26-EPW-IFB
- Vendor: G&E Escobedo Construction Inc..
- Contract Amount: As Needed – Compensation shall be based on the unit prices submitted in the Contractor's Bid Price Form for authorized Task Orders. No minimum amount of work is guaranteed.
- Total Term: Five (5) years
    - Three (3) year base term with two (2) optional one-year renewal periods

**Background:**
The Engineering and Public Works Department requested the procurement of Bore and Trenching On-Call Services to establish an on-call contract for excavation, directional boring, trenching, and related work. This contract will provide the City with a qualified contractor to support the installation, repair, and maintenance of underground utilities and other infrastructure improvements on an as-needed basis.

**Procurement Process:**
**The Procurement Department issued an Invitation for Bids (IFB) in compliance with Chapter 252 of the Texas Local Government Code.** The solicitation was publicly advertised in the local newspaper and posted on the City's electronic bidding platform. Four (4) bids were received by the submission deadline.

This procurement is governed by the following statute:

- **IFB (Competitive Sealed Bidding): Texas Local Government Code Chapter 252, Subchapter C – Competitive Sealed Bidding (§252.041).**

**Results**
Four (4) bids were received in response to the Invitation for Bids (IFB). Procurement reviewed each bid for responsiveness, responsibility, compliance with the minimum qualifications, and the certification requirements of the solicitation. Following the evaluation, G&E Escobedo Construction Inc. was determined to be the lowest responsive and responsible bidder and is recommended for award. The bid analysis and bid tabulation are provided as Exhibit A.

**Vendor Information:**
G&E Escobedo Construction Inc.
11016 N. 102nd St., Mission, TX 78573
Point of Contact: Linda Vasquez
Phone/Email: (956) 585-1429 ; gescobedo@aol.com

**Exhibits & Supporting Documents:**
- Exhibit A – Bid Tab (lowest responsive/responsible bidder).
- Exhibit B – Form 2 - Statement of Conflict of Interest
- Exhibit C – Form 3 - Texas Ethics Commission Certificate of Interested Parties (1295)

**Recommendation:**
The Procurement Department recommends that the City Commission authorize a contract with G&E Escobedo Construction Inc. for Contract No. 218-26-EPW-IFB, Bore and Trenching On-Call Services, for a five (5) year term consisting of a three (3) year base term and two (2) optional one-year renewal periods.

The Agreement establishes an on-call, as-needed contract under which Work will be authorized through individual Task Orders issued by the City. Approval of this agenda item will authorize the City Manager to execute the Agreement and any authorized renewal options on behalf of the City.

**CITY OF BROWNSVILLE – BORE AND TRENCHING ON-CALL SERVICES**
**218-26-EPW-IFB**
**Tuesday, June 16, 2026 at 3:00PM**

**Lowest unit price per line in green**

| | Vendor: | G&E Escobedo Construction Inc. | STX Underground LLC | Tamitco | VERTEX CONSTRUCTION GROUP LLC |
|---|---|---|---|---|---|
| **ITEM NAME** | | Unit Price | Unit Price | Unit Price | Unit Price |
| **Bore Schedule 40 PVC** | Unit | | | | |
| Bore Services, supply of material & installation of 2" Schedule 40 electrical PVC Conduit | LF | $25.00 | $35.00 | **$15.75** | $32.00 |
| Bore Services, supply of material & installation of 3" Schedule 40 electrical PVC Conduit | LF | $30.00 | $45.00 | **$18.15** | $40.00 |
| Bore Services, supply of material & installation of 4" Schedule 40 electrical PVC Conduit | LF | $30.00 | $55.00 | **$20.25** | $43.20 |
| | | | | | |
| **Bore Schedule 80** | | | | | |
| Bore Services, Supply of material & installation of 2" Schedule 80 | LF | $40.90 | $40.00 | **$19.25** | $64.00 |
| Bore Services, Supply of material & installation of 3" Schedule 80 | LF | $45.90 | $50.00 | **$24.75** | $72.00 |
| Bore Services, Supply of material & installation of 4" Schedule 80 | LF | $50.00 | $65.00 | **$27.00** | $80.00 |
| | | | | | |
| **Trenching Schedule 40** | | | | | |
| Trenching, supply of material & installation of 2" Schedule 40 electrical PVC Conduit | LF | **$10.90** | $12.00 | $15.61 | $16.00 |
| Trenching, supply of material & installation of 3" Schedule 40 electrical PVC Conduit | LF | **$15.90** | $16.00 | $17.28 | $24.00 |
| Trenching, supply of material & installation of 4" Schedule 40 electrical PVC Conduit | LF | $23.90 | $20.00 | **$18.78** | $36.80 |
| | | | | | |
| **Trenching Schedule 80** | | | | | |
| Trenching Services, Supply of material & installation of 2" Schedule 80 | LF | $20.90 | **$15.00** | $16.56 | $32.00 |
| Trenching Services, Supply of material & installation of 3" Schedule 80 | LF | $30.90 | **$20.00** | $22.75 | $48.00 |
| Trenching Services, Supply of material & installation of 4" Schedule 80 | LF | $36.90 | $28.00 | **$25.30** | $57.60 |
| | | | | | |
| **Mobilization** | | | | | |
| Mobilization: 4 person crew, 1 truck/trailer/machine regular work hours (7am-5pm) | per task | **$395.00** | $650.00 | $1,600.00 | $400.00 |
| Mobilization: 4 person crew, 1 truck/trailer/machine afterhours (6pm-6am) | per task | **$690.00** | $1,500.00 | $2,400.00 | $720.00 |
| | | | | | |
| **Ground Boxes with Apron** | | | | | |
| with the following inside minimum dimensions (width × length × depth) ± 1/4 in. | | | | | |
| Type A —11-1/2 in. × 21 in. × 10 in | per item | $1,250.00 | **$250.00** | $825.00 | $1,600.00 |
| Type B—11-1/2 in. × 21 in. × 20 in | per item | $1,700.00 | **$300.00** | $900.00 | $2,400.00 |
| Type C—15-1/4 in. × 28-1/4 in. × 10 in | per item | $1,750.00 | **$400.00** | $925.00 | $2,400.00 |
| Type D—15-1/4 in. × 28-1/4 in. × 20 in | per item | $1,850.00 | **$500.00** | $975.00 | $2,560.00 |
| Type E—11-1/2 in. × 21 in. × 16 in | per item | $1,850.00 | **$350.00** | $875.00 | $2,560.00 |
| | | | | | |
| **Traffic Signal Controller Cabinet Base and Pad** | | | | | |
| TS-CF-21 | per item | $10,500.00 | **No Bid** | **$100.00** | $16,000.00 |
| Removing Concrete (sidewalks) | LF | $150.00 | **$5.00** | $12.50 | $112.00 |
| Removing Concrete (curb or curb and gutter) | LF | $195.00 | **$11.00** | $14.00 | $112.00 |
| Curb Ramps (TY7) | EA | **$3,000.00** | **$3,000.00** | $3,150.00 | $4,000.00 |

| | | | | | |
|---|---|---|---|---|---|
| COLOR TEXTURE CONC (4") OR LSCP PAVERS | SY | $115.00 | **$9.00** | $220.00 | $112.00 |
| Drill Shaft (trf sig pole) (36') | LF | $400.00 | **$150.00** | $265.00 | $520.00 |
| Drill Shaft (trf sig pole) (48') | LF | $1,200.00 | **$225.00** | $460.00 | $880.00 |
| Pedestrian Pole Assembly (ALU) (15FT) | EA | $2,500.00 | **$1,200.00** | $2,225.00 | $2,880.00 |
| Foundation Type 24-A | LF | **$280.00** | $1,200.00 | $2,220.00 | $400.00 |
| Traffic Signal Cable (TY A) (12 AWG) (4 conductor) | LF | $4.00 | **$1.00** | $2.30 | $6.40 |
| Traffic Signal Cable (TY A) (12 AWG) (2 conductor) | LF | $4.00 | **$1.00** | $1.75 | $6.40 |
| Traffic Signal Cable (TY A) (12 AWG) (5 conductor) | LF | $5.00 | **$1.00** | $1.90 | $800.00 |
| Traffic Signal Cable (TY A) (12 AWG) (7 conductor) | LF | $5.50 | **$1.50** | $2.75 | $8.81 |
| Vehicle signal Section (12") LED (POLY) (GREEN) | EA | $475.00 | **$100.00** | $260.67 | $600.00 |
| Vehicle signal Section (12") LED (POLY) (YELLOW) | EA | $475.00 | **$100.00** | $260.67 | $600.00 |
| Vehicle signal Section (12") LED (POLY) (RED) | EA | $475.00 | **$100.00** | $260.67 | $600.00 |
| Vehicle signal Section (12") LED (POLY) (ARROW YELLOW) | EA | $490.00 | **$100.00** | $260.67 | $624.00 |
| Electric Sendee TY T 120/240 000 (NS) SS (E ) TS (O) | EA | **$2,000.00** | $6,000.00 | $6,500.00 | $2,240.00 |

# 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:

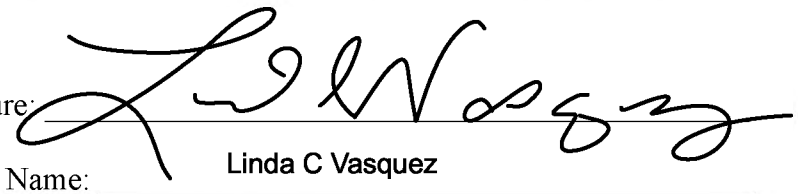
1. The Respondent has reviewed the requirements of Chapter 176, Texas Local Government Code, regarding conflict-of-interest disclosures.
2. The Respondent understands that a completed Texas Ethics Commission Form CIQ must be filed with the City Secretary's Office of the City of Brownsville, Texas, within 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: 

Printed Name: Linda C Vasquez

Title: Vice President

Date: 07/31/2026

Company Name: G&E Escobedo Construction Inc

Phone: 956-585-1429

Email: gescobedo@aol.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: _____

Printed Name: Linda Vasquez

Title: Vice-President

Date: 5/12/2026

Company Name: G&E Escobedo Construction Inc.

Phone: (956)585-1429

Email: Gescobedo@aol.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 |
| | | | |
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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:**
2026-1496455

**Date Filed:**
07/31/2026

**Date Acknowledged:**

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

G&E Escobedo Construction Inc
Mission, 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.**

218-26-EPW-IFB
Bore and Trenching On-Call Services

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
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**5 Check only if there is NO Interested Party.** [X]

**6 UNSWORN DECLARATION**

My name is Linda C Vasquez, and my date of birth is 10/25/1978.

My address is 1629 Amigo St, Mission, TX, 78573, USA.
(city) (state) (zip code) (country)

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

Executed in 07/31/2026 County, State of Texas, on the 31 day of July, 20 26.
(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:**
2026-1496455

**Date Filed:**
07/31/2026

**Date Acknowledged:**
07/31/2026

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

G&E Escobedo Construction Inc
Mission, 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.**

218-26-EPW-IFB
Bore and Trenching On-Call Services

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
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**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 No. 218-26-EPW-IFB

| | |
|---|---|
| **Procurement Info** | |
| **Procurement Method:** | **IFB, RFP, RFQ** |
| **New Contract:** | **Yes ☒ No ☐** |
| **Advertisement Dates, if any:** | **May 9, 2026 and May 16, 2026** |
| **Award Date:** | **City Commission Tuesday, August 18, 2026** |
| **Vendor Information** | |
| **Name:** | G&E Escobedo Construction Inc. |
| **Address:** | 11016 N. 102nd St., Mission, TX 78573 |
| **Point of Contact:** | Linda Vasquez |
| **Phone Number & Email Address :** | (956) 585-1429 ; gescobedo@aol.com |
| **City Contact Information** | |
| **Department:** | **Engineering & Public Works** |
| **Point of Contact / Project Manager:** | Lucio Gutierrez |
| **Email Address:** | **lucio.gutierrez@brownsvilletx.gov** |
| **Contract Term** | |
| **Contract Amount:** | As Needed – Compensation shall be based on the unit prices submitted in the Contractor's Bid Price Form for authorized Task Orders. No minimum amount of work is guaranteed. |
| **Contract Base/Primary Term:** | Three (3) Years |
| **Renewal Periods (if any):** | Two (2) additional one-year renewal optional |
| **Total Term of Contract:** | Five (5) Years |
| **Important** | |
| **No Guarantee of Work** | The City does not guarantee any minimum quantity of work under this Agreement. Work shall be assigned on an as-needed basis through individual Task Orders. |
| **Compensation** | Contractor shall be compensated in accordance with the unit prices submitted in the Bid Price Form for each authorized Task Order. |
| **Task Orders** | Services shall be performed only upon issuance of a written Task Order by the City. Each Task Order will define the scope, schedule, and location of the work. |
| **TxDOT Compliance** | All work shall be performed in accordance with applicable City of Brownsville standards, TxDOT Standard Specifications, and all applicable federal, state, and local laws and regulations. |
| **Payment & Performance Bonds** | Bonds shall be required on an individual Task Order basis when the value of the Task Order meets the thresholds established under Texas Government Code Chapter 2253. The Contractor shall furnish the required bonds prior to commencement of work for the applicable Task Order. |
| **Required Certifications** | Contractor shall ensure personnel performing the work possess all certifications required under the Contract Documents and maintain such certifications throughout the term of the Agreement. |
| **City Internal Use** | |
| **Signature Sections** | **Signature Page: 7** |
| **State or Federal Funds:** | **Yes ☐ No ☒** |

**MASTER SERVICE AGREEMENT FOR BORE AND TRENCHING ON-CALL SERVICES**

**Contract No. 218-26-EPW-IFB**

**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 G&E Escobedo Construction Inc. hereinafter referred to as ("Vendor"), 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. Compensation and Fees Schedule (Exhibit C)
      iv. Sample Task Order with Instructions (Exhibit D)
      v. Form 2 - Statement of Conflict of Interest (Exhibit E)
      vi. Form 3 - Texas Ethics Commission Certificate of Interested Parties (1295) (Exhibit F)
      vii. Insurance (Exhibit G)

2. **Scope of Services**
   a. Vendor shall perform the Services under this agreement upon written request orders by CITY. Unless otherwise specified in a project request, Vendor 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. Vendor will perform such Services in a diligent and workmanlike manner consistent with industry standards.
   c. By signing this Agreement, Vendor 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. The Vendor enters into this Agreement as, and shall remain, an independent contractor. Nothing in this Agreement shall be construed to create a relationship of employer–employee, partnership, or agency between the City and the Vendor. Neither the Vendor nor its employees or subconsultants shall be entitled to any benefits accorded to City employees, including, without limitation, workers' compensation, disability insurance, vacation or sick leave. The Vendor shall be solely responsible, at its own expense, for providing all required insurance, licenses, and permits, and for paying all applicable local, state, and federal taxes.
   b. The Vendor represents and warrants that all personnel and subconsultants performing services hereunder shall be properly trained, experienced, and, where required, licensed or registered to perform such services in the State of Texas.

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. The Vendor shall be compensated for services as provided in Exhibit C of this Agreement, and as further defined in each Task Order issued hereunder. The compensation described in Exhibit C represents the City's maximum obligation for each authorized scope of services, but does not obligate the City to issue any minimum amount of work. The Vendor shall only be required to perform services specifically authorized by the City through a written Task Order.

b. The Vendor may submit invoices for services no more often than monthly, based on the percentage of completion of authorized lump sum work or actual hours incurred at approved rates, as applicable to the compensation method. Invoices shall be submitted within fifteen (15) days after the end of each month and shall identify the nature of the services performed and the period covered. The final invoice shall be submitted no later than sixty (60) days after expiration of this Agreement. Electronic submission of invoices shall be permitted.

c. The City may withhold payment, in whole or in part, if (i) services are defective or materially noncompliant with the Agreement and have not been remedied, (ii) the Vendor has failed to comply with material terms of this Agreement, or (iii) withholding is otherwise authorized by law. Any withholding shall be limited to the amount reasonably necessary to protect the City. Payment terms shall otherwise be governed by the Texas Prompt Payment Act (Tex. Gov't Code Ch. 2251).

**6. Observation and Review of the Project**

a. The Vendor shall make site visits at intervals appropriate to the stage of construction, or as otherwise directed by the City, to monitor the progress and quality of the work and to verify, to the extent reasonably observable, that the work is being performed in accordance with the Contract Documents.

b. The Vendor shall promptly report to the City any defects or deficiencies in the work of the Construction Contractor that the Vendor reasonably observes during such site visits.

c. The Vendor's responsibility under this Section does not relieve the Construction Contractor of its sole responsibility for construction means, methods, techniques, sequences, procedures, or for compliance with safety programs.

**7. Review of Submittals and Payment Applications**

a. The Vendor shall review the Construction Contractor's submittals (including shop drawings, product data, and samples) for compliance with the requirements of the Contract Documents. The Vendor shall notify the City of any material deviations, deficiencies, or noncompliance identified during such review.

b. The Vendor shall review and certify the Construction Contractor's applications for payment based on the Vendor's knowledge, information, and belief, and shall confirm that the work for which payment is requested has been performed in substantial compliance with the Contract Documents.

c. The Vendor's review and certification shall not serve as a guarantee or warranty of the Construction Contractor's work. It shall not create responsibility for construction means, methods, techniques, sequences, procedures, or safety precautions or programs. However, it does represent that the Vendor has exercised reasonable professional judgment and diligence in reviewing the application.

**8. Ownership of Documents.**

a. All drawings, specifications, reports, models, data, and other documents prepared or furnished by the Vendor or its subconsultants under this Agreement ("Instruments of Service") shall be the property of the City upon creation. The City shall have an irrevocable, perpetual, royalty-free, and transferable license to use, reproduce, publish, adapt, and disclose such Instruments of Service, in whole or in part, for any purpose related to the project for which they were prepared and for any future City projects, whether funded locally, by the State, or by the Federal government.
b. The Vendor may retain copies of all Instruments of Service for its records and may reuse standard details, design elements, or other reusable components in its future work, provided such reuse does not limit the City's rights under this Agreement.
c. The City's use of Instruments of Service for projects other than the one for which they were prepared shall not create or imply any liability on the part of the Vendor. The City assumes full responsibility for ensuring that any such reuse is reviewed and adapted by a licensed professional.

**9. Insurance**

a. The Vendor shall furnish proof of insurance requirements as specified in Contract Documents "Exhibit G". 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 Vendor'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 Department.
c. The Vendor'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 Vendor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

**10. 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, Vendor'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

Vendor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Vendor 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. Vendor 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 the Vendor, 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 Vendor at least thirty (30) days prior to the effective date of such cancellation. The obligation of CITY for payment to the Vendor 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 Vendor 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 Vendor 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.

**11. Materiality and Waiver of Breach.**

a. The Parties agree that each requirement, duty, and obligation set forth in this Agreement is material to its performance. The City's failure at any time to enforce any provision of this Agreement shall not be construed as a waiver of that provision, or as a waiver of the City's right thereafter to enforce each and every provision of this Agreement. A waiver of any breach by the City shall be effective only if made in writing and shall not be deemed a waiver of any subsequent breach, nor shall it constitute a modification of the terms of this Agreement.

**12. Indemnification.**

**a. TO THE FULLEST EXTENT PERMITTED BY LAW, THE VENDOR SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, OFFICIALS, EMPLOYEES, AND REPRESENTATIVES FROM AND AGAINST CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, TO THE EXTENT**

**CAUSED BY THE NEGLIGENT ACTS, ERRORS, OR OMISSIONS OF THE VENDOR, ITS EMPLOYEES, OR ITS SUBCONSULTANTS IN THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT.**

**b. THIS INDEMNITY SHALL NOT APPLY TO THE EXTENT THAT A CLAIM ARISES FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY OR ANY OTHER PERSON OR ENTITY NOT UNDER THE VENDOR'S CONTROL.**

**c. THE VENDOR SHALL NOTIFY THE CITY IN WRITING WITHIN 24 HOURS OF ANY CLAIM OR DEMAND MADE AGAINST THE CITY OR THE VENDOR THAT IS RELATED TO THE SERVICES PROVIDED UNDER THIS AGREEMENT. THE VENDOR SHALL COOPERATE FULLY IN THE INVESTIGATION AND DEFENSE OF SUCH CLAIMS. THE CITY MAY, AT ITS OWN EXPENSE, PARTICIPATE IN THE DEFENSE WITHOUT RELIEVING THE VENDOR OF ITS INDEMNIFICATION OBLIGATIONS.**

**d. THIS INDEMNIFICATION OBLIGATION SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.**

**13. 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.* Vendor shall not assign any of Vendor's rights under this Agreement or delegate the performance of any of Vendor'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 Vendor: | G&E Escobedo Construction Inc.<br>11016 N. 102nd St.,<br>Mission, TX 78573 |
| If to CITY: | City of Brownsville<br>1001 E. Elizabeth St.<br>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 | VENDOR |
| Signature: _____ | Signature: _____ |
| Print Name: _____ | Print Name: Linda C Vasquez |
| Title: _____ | Title: Vice President |
| Date: _____ | Date: 07/31/2026 |

APPROVED AS TO FORM

Alyssa J. Castillon
Assistant City Attorney

## "EXHIBIT A" – Scope of Services, Conditions and Additional Services

The work shall consist of the excavation, trenching, and borehole drilling as required by the drawings, specifications, and as directed by the City of Brownsville. Specific plans for each task will be provided by the City.

All work performed shall comply with the Texas Department of Transportation (TxDOT) Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges.

Work shall be performed on an **as-needed basis** through individual Task Orders issued by the City. The scope, location, schedule, and requirements for each project shall be identified in the applicable Task Order.

The City of Brownsville shall make all final decisions regarding acceptable workmanship and materials on the job site.

1. **Work Requirements**
   The term "Work" includes all labor, materials, equipment, and services required of the Contractor as shown, described, or reasonably inferred from the Contract Documents. All work shall be installed in accordance with the specific plans for each project and in compliance with the National Electrical Code (NEC).

   The Contractor shall provide all labor, materials, equipment, supervision, and incidentals necessary to complete the work and shall coordinate activities with the City and other utilities as required. The Contractor shall perform the work using its own forces and/or approved subcontractors and shall not subcontract work without prior written consent from the City.

   Task Orders: All Work under this Agreement shall be performed on an as-needed basis through written Task Orders issued by the City. The requirements and procedures governing Task Orders are set forth in **Exhibit D – Sample Task Order.**

2. **Excavation and Materials**
   All excavation shall be performed to the lines and grades specified in the project plans. Suitable excavated materials shall be used for required fill where applicable, as determined by the City. Unsuitable or excess materials shall be disposed of at locations designated by the City.

3. **Bracing and Shoring**
   Excavated surfaces that are unsafe or unstable shall be supported as necessary to safeguard workers and the public, prevent movement of adjacent ground, and protect existing improvements. The Contractor shall furnish, install, maintain, and remove all necessary bracing and shoring.

4. **Trench and Structure Excavation**
   Structure and trench excavation shall be completed to the specified elevations and dimensions, including allowances for forms, bracing, and support systems prior to placement of materials.

5. **Over-Excavation**
   Excavation beyond specified lines and grades shall be corrected by filling the resulting voids with approved compacted material or other materials as required by project specifications.

6. **Permits, Licenses, and Compliance**
   The Contractor shall perform all Work in accordance with all applicable federal, state, and local laws, ordinances, regulations, and codes. The Contractor shall obtain and maintain all permits, licenses, and approvals necessary to perform the Work and shall comply with all City of Brownsville and TxDOT requirements.

Personnel performing traffic control, traffic signal work, or roadway illumination installations shall possess the following certifications, as applicable to the Work:

- IMSA Work Zone Temporary Traffic Control Technician Certification (or equivalent)
- IMSA Traffic Signal Technician Level I
- Texas Department of Transportation (TxDOT) Roadway Illumination and Electrical Installations (TRF 450)

The Contractor shall maintain all required licenses and certifications throughout the term of the Agreement and shall provide updated documentation upon the City's request.

**7. Performance Requirements**

The Contractor shall:

- Complete all work within the schedule established in each Task Order.
- Coordinate with City staff, inspectors, utility companies, and other contractors as necessary.
- Maintain safe work zones and comply with OSHA safety requirements at all times.
- Protect existing infrastructure, utilities, and adjacent property during all phases of the work.
- Restore all disturbed areas to their original or better condition upon completion of the work.
- Correct defective workmanship at no additional cost to the City.

**8. Payment and Performance Bonds**

Payment and Performance Bonds shall **not** be required upon execution of this Master Service Agreement. For each individual Task Order that constitutes a public works construction project and meets the bonding thresholds established under **Chapter 2253 of the Texas Government Code**, the Contractor shall furnish Payment and Performance Bonds in the amount required by law prior to commencement of Work.

All bonds shall:

1. Be issued by a surety authorized to conduct business in the State of Texas;
2. Comply with the requirements of Chapter 2253, Texas Government Code, and all other applicable state and federal laws;
3. Be submitted to and approved by the City before issuance of the Notice to Proceed for the applicable Task Order.

When a Task Order is funded in whole or in part with state or federal funds, the Contractor shall also comply with any additional bonding requirements contained in the applicable Task Order.

## "EXHIBIT B" – Contract Term

**Contract Term Details:** The Contract, pending City Commission approval, includes a Base Period, Optional Renewal Periods, and a Total Contract Term as follows:

- **Base Period:** This initial period will begin upon City Commission approval and end on **September 30, 2029**

- **Optional Renewal Periods:** There are two (2) optional one-year renewal periods. If exercised, these periods will extend the contract as follows:
  - **First Renewal Period:** October 1, 2029, to September 30, 2030
  - **Second Renewal Period:** October 1, 2030 to September 30, 2031

- **Total Term of the Contract:** Including the Base Period and both optional renewals, the total contract term shall not exceed five (5) years, with a final end date of **September 30, 2031**, if all renewals are exercised.

## "EXHIBIT C" – Compensation Structure

The City shall compensate the Contractor for Work performed under this Agreement in accordance with the unit prices submitted in the Contractor's Bid Price Form, which is incorporated herein by reference and made a part of this Agreement.

Compensation shall be based solely on the actual quantities of Work satisfactorily completed and accepted by the City under individual Task Orders issued pursuant to this Agreement.

The unit prices shall include all labor, supervision, materials, equipment, tools, transportation, permits, traffic control, mobilization, disposal, overhead, profit, insurance, taxes, and all other incidentals necessary to complete the Work in accordance with the Contract Documents, unless otherwise specifically provided in the applicable Task Order.

The City shall have no obligation to pay for Work performed without an authorized Task Order or for Work exceeding the authorized scope of a Task Order unless approved in writing by the City.

The Vendor shall prepare and submit this Task Order form, with all required exhibits, as part of its proposal for services when requested by the City. No services shall be performed without an executed Task Order issued by the City of Brownsville under the Master Services Agreement.

**"EXHIBIT D" – Sample Task Order with Instructions"**

**Master Service Agreement # 218-26-EPW-IFB**

**TASK ORDER # _____**
**(Bore and Trenching Services Only)**

The City will assign the Task Order number.

This **TASK ORDER** is issued under the **Master Services Agreement #218-26-EPW-IFB** between the City of Brownsville and **Vendor Name** for services for Bore and Trenching On-Call Services. Terms and Conditions in accordance with the Master Services Agreement #218-26-EPW-IFB.

All Exhibits must be completed and individually label.

| | |
|---|---|
| 1. Project Information, Scope of Work, and Location : | Exhibit A |
| a. Estimated time for completion: | |
| b. Compensation (Detailed Breakdown): | |
| 2. Certificate of Insurance: | Exhibit B |
| 3. Form 2 - Statement of Conflict of Interest: | Exhibit C |
| 4. Payment and Performance Bonds (If applicable) | Exhibit D |
| 5. Federal or State Provisions (If applicable) | Exhibit E |

For projects funded by State or Federal sources, the City will provide the applicable contract provisions, which shall be attached as Exhibit E and incorporated into the Task Order.

All terms and conditions of the Master Services Agreement #218-26-EPW-IFB shall continue in full force and effect.

All terms and conditions of the MSA remain in effect and govern each Task Order. No additional terms may be added to a Task Order.

IN WITNESS WHEREOF, the patties hereto have set their hands and herein stated.

IN WITNESS WHEREOF the undersigned have executed this Agreem above.

NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESSED OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE CITY COMMISION OF THE CITY OF BROWNSVILLE.

EXECUTED THIS _____ DAY OF _____, 20__.

**Vendor / Contractor**
Company name:
Authorized representative:
Company address:
Phone Number:
Email:

**Owner**
City of Brownsville
City Manager/Mayor.
1001 E. Elizabeth St Brownsville Tx 78520
956-548-6000
Purchasing@brownsvilletx.gov

_____
Name:
Date:

_____
Name:
Date:

**Master Service Agreement # 218-26-EPW-IFB**

**TASK ORDER # _____**

**(Bore And Trenching On-Call Services Only)**

This **TASK ORDER** is issued under the **Master Services Agreement # 218-26-EPW-IFB** between the City of Brownsville and **G&E Escobedo Construction Inc.** for services for Bore and Trenching On-Call Services. Terms and Conditions in accordance with the Master Services Agreement #218-26-EPW-IFB

1. Project Information & Scope of Service and Location: Exhibit A
   a. Estimated time for completion:
   b. Compensation (Detailed Breakdown):
2. Certificate of Insurance: Exhibit B
3. Form 2 - Statement of Conflict of Interest Exhibit C
4. Payment and Performance Bonds (If applicable) Exhibit D
5. Federal or State Provisions (If applicable) Exhibit E

All terms and conditions of the Master Services Agreement #218-26-EPW-IFB shall continue in full force and effect.

IN WITNESS WHEREOF, the patties hereto have set their hands and seals on the day and year herein stated.

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 CONTRACT, EXCEPT SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE.

EXECUTED THIS _____ DAY OF _____, 20__.

| **Architect / Contractor** | | **Owner** |
|---|---|---|
| Company name: | _____ | City of Brownsville |
| Authorized representative: | _____ | City Manager/Mayor. |
| Company address: | _____ | 1001 E. Elizabeth St Brownsville Tx 78520 |
| Phone Number: | _____ | 956-548-6000 |
| Email: | _____ | Purchasing@brownsvilletx.gov |

_____

Name:
Date:

_____

Name:
Date:

# 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:

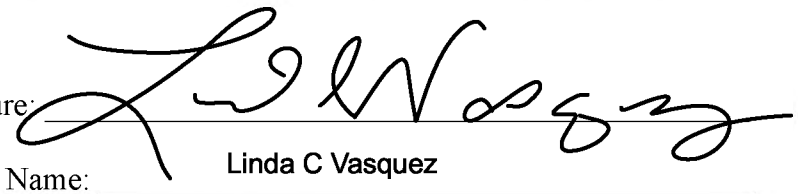
1. The Respondent has reviewed the requirements of Chapter 176, Texas Local Government Code, regarding conflict-of-interest disclosures.
2. The Respondent understands that a completed Texas Ethics Commission Form CIQ must be filed with the City Secretary's Office of the City of Brownsville, Texas, within 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: 

Printed Name: Linda C Vasquez

Title: Vice President

Date: 07/31/2026

Company Name: G&E Escobedo Construction Inc

Phone: 956-585-1429

Email: gescobedo@aol.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: _____

Printed Name: Linda Vasquez

Title: Vice-President

Date: 5/12/2026

Company Name: G&E Escobedo Construction Inc.

Phone: (956)585-1429

Email: Gescobedo@aol.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:**
2026-1496455

**Date Filed:**
07/31/2026

**Date Acknowledged:**

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

G&E Escobedo Construction Inc
Mission, 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.**

218-26-EPW-IFB
Bore and Trenching On-Call Services

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| | | | |
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**5 Check only if there is NO Interested Party.** [X]

**6 UNSWORN DECLARATION**

My name is Linda C Vasquez, and my date of birth is 10/25/1978.

My address is 1629 Amigo St, Mission, TX, 78573, USA.
(city) (state) (zip code) (country)

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

Executed in 07/31/2026 County, State of Texas, on the 31 day of July (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:**
2026-1496455

**Date Filed:**
07/31/2026

**Date Acknowledged:**
07/31/2026

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

G&E Escobedo Construction Inc
Mission, 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.**

218-26-EPW-IFB
Bore and Trenching On-Call Services

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

**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)

## "EXHIBIT G" - Insurance Requirements

The Vendor shall carry at its sole expense and provide evidence of insurance coverage listed below to protect itself and the City from and against liability, loss, damage, expense, cost (including without limitation to litigation and court costs and attorneys' fees) arising out of or in connection with the performance of any work performed in accordance with the specifications of any related documents, whether such work is performed by the Vendor or any subconsultant or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable. Coverage must be written with insurance companies licensed in the state of Texas and shall have at least an A- rating by A.M. Best & Company. All policies shall provide a thirty (30) day advance notice of cancellation to the City.

- Workers Compensation: Coverage A: Statutory Coverage B:
- Employers Liability:
    - Bodily injury by accident $100,000 per person Bodily injury by disease $100,000 per person
    - Bodily injury by disease $500,000 aggregate
    - All states and voluntary compensation endorsements

- Commercial General Liability
    - Limits of Liability: $1,000,000 each occurrence
    - $2,000,000 general aggregate
    - $2,000,000 products/completed operations aggregate

- Auto Liability
    - Limits of Liability: $1,000,000 each accident

- Coverage:
    - The City shall be named as an additional insured.

Certificates of insurance shall be presented to the Procurement Department for approval before the successful Firm, its agents and/or employees commence any work whatsoever pursuant to the contract.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/29/2025

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

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

| PRODUCER | CONTACT NAME: Yolanda Alonzo | |
|---|---|---|
| Shepard Insurance Group<br>5801 N 10th St Suite 600<br>McAllen TX 78504 | PHONE (A/C, No, Ext): (956) 686-3888 | FAX (A/C, No): |
| | E-MAIL ADDRESS: Yolanda.Alonzo@relationinsurance.com | |
| | **INSURER(S) AFFORDING COVERAGE** | **NAIC #** |
| | INSURER A : Steadfast Insurance Company | 26387 |
| **INSURED** | INSURER B : State Auto Mutual Insurance Co | 25135 |
| G & E Escobedo Construction, Inc.<br>11016 N. 102nd Street<br>Mission TX 78573 | INSURER C : Texas Mutual Insurance Company | *22945 |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** 25/26 Master **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<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [ ] LOC<br>[ ] OTHER: | | | GLO8525954-00 | 08/31/2025 | 08/31/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>Const Proj Gen Aggr | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ 5,000,000 |
| B | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | | | 10090965CA | 08/31/2025 | 08/31/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>PIP-Basic | $ 1,000,000<br>$<br>$<br>$<br>$ 2,500 |
| A | [X] UMBRELLA LIAB [X] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | SXS8077244-00 | 08/31/2025 | 08/31/2026 | EACH OCCURRENCE<br>AGGREGATE<br> | $ 1,000,000<br>$ 1,000,000<br>$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | 0001081637 | 08/31/2025 | 08/31/2026 | [X] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1000000<br>$ 1000000<br>$ 1000000 |

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

**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**

Richard A. Bonny

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| | |
|---|---|
| To: | Mayor and City Commission |
| Through: | Alan Guard, Interim City Manager |
| From: | Will Trevino, City Attorney, Alan Guard, City Manager |
| Date: | Tuesday, August 18, 2026 |
| Agenda #: | Consideration and **ACTION** to adopt and enter into an Interlocal Agreement with Cameron County for certain administrative, financial, and other matters concerning City and County participation in the Estrella Reinvestment Zone Number Six, City of Brownsville, and authorize the City Manager to execute the same. (Office of the City Attorney/ Planning and Redevelopment Department) |

**Summary:**
On July 7, 2026, and July 21, 2026, the City Commission of the City of Brownsville adopted and approved Ordinance Number 2026-1809 designating a +/- 1,021.48-acre area as Tax Increment Reinvestment Zone #6 (Estrella Reinvestment Zone Number Six, City of Brownsville) (the "TIRZ #6), pursuant to Chapter 311, Texas Tax Code. The TIRZ #6 may provide funding for eligible project costs within the TIRZ #6 as provided for in Chapter 311 of the Texas Tax Code, as amended.

**Project Scope and Analysis:**
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 sought 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 adopted by the City Commission (the "Property").

On July 7, 2026, and July 21, 2026, the City Commission of the City of Brownsville adopted and approved Ordinance Number 2026-1809 designating the +/- 1,021.48-acre area as Tax Increment Reinvestment Zone #6 (Estrella Reinvestment Zone Number Six, City of Brownsville), pursuant to Chapter 311, Texas Tax Code. The Cameron County Commissioners Court also approved participation in TIRZ #6. Pursuant to state law, the City and Cameron

County must enter into an interlocal agreement to participate and cooperate in funding TIRZ #6.

Subject to the terms set out in the attached Interlocal Agreement and requirements of Chapter 311, Texas Tax Code, Cameron County agrees to participate in the TIRZ #6 by contributing to the TIRZ #6 Tax Increment Fund an amount equal to fifty percent (50%) of its Maintenance and Operation Tax Rate levied by the County each year during the term of the attached Interlocal Agreement (ILA), beginning with the 2026 tax year though 2051. The County has no obligation for any Tax Year after the twenty-fifth (25th) Tax Year of the Zone Term, notwithstanding that the Zone Term runs thirty (30) years. This does not include the County's Interest and Sinking Tax Rate.

Furthermore, the Parties agree that Cameron County's contribution to the Tax Increment Fund shall be used to fund project costs supporting the development and revitalization efforts as provided in the Project Plan for TIRZ #6, as allowed under Chapter 311 of the Texas Tax Code, as amended.

**Funding:**

**Source:** Not Applicable

**Amount:**

**Local Contribution if Applicable:**

**Recommendation:**
Staff recommends approval of the Interlocal Agreement (ILA) subject to final approval as to form by the City Manager and City Attorney.

**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: | Mayra Rios, City Secretary |
| Date: | Tuesday, August 18, 2026 |
| Agenda #: | Consideration and **ACTION** to authorize the execution of an Interlocal Cooperation Agreement by and between the City of Brownsville and the Cameron County Elections Office for election services for the purpose of the Charter Amendment ; and dealing with related matters. (Office of the City Secretary)<br><br>Consideración y **ACCIÓN** para autorizar la firma de un Acuerdo de Cooperación Interlocal entre la Ciudad de Brownsville y la Oficina de Servicios Electorales del Condado de Cameron para la prestación de servicios electorales para la Enmienda a la Carta Municipal; y abordar asuntos relacionados. (Oficina de la Secretaria Municipal) |

**Summary:**
This item authorizes the City of Brownsville to enter into an Interlocal Cooperation Agreement with the Cameron County Elections Office. The agreement will allow the County to administer election services specifically for the Charter Amendment election. This action also includes approval of any additional administrative or procedural matters needed to support the election process.

**Project Scope and Analysis:**
Cameron County Elections Department has the staff, equipment, and expertise to efficiently conduct elections. Participating with other municipalities and school districts helps defray the cost of the election and streamlines the voting process for residents.

**Funding:**
**Source:** 01-252-779

**Amount:** N/A

**Local Contribution if Applicable:**

**Recommendation:**
Staff recommends approval of the Interlocal Cooperation Agreement, as presented.

**Commission Pillar:**
Governance

**Attachments:**
1. Draft Contract and Report of Contracted Expenses for the County 8-3-2026

THE STATE OF TEXAS § Contract No.

COUNTY OF CAMERON §

# THE CITY OF BROWNSVILLE
## CONTRACT FOR ELECTION SERVICES

FOR A JOINT ELECTION TO BE HELD WITH CAMERON COUNTY ON TUESDAY, NOVEMBER 3, 2026, TO BE ADMINISTERED BY THE CAMERON COUNTY ELECTIONS DEPARTMENT

### I. JURISDICTION

The City of Brownsville (the Participating Authority) has called an election for November 3, 2026 in fifty-two (52) county election precinct (s) and proposes to open fifty (58) Election Day polling location (s).

### II. ADMINISTRATION

Cameron County agrees to coordinate, supervise and handle all aspects of administering the election as a joint election in accordance with provisions in the Texas Election Code and as outlined in this agreement. The Participating Authority agrees to pay Cameron County for equipment, supplies, services and administrative costs as outlined in this agreement. The Cameron County Elections Administrator will serve as administrator for the Election; however, the Participating Authority remains responsible for the lawful conduct of their elections and for the notice to their electorate of any changes in single-member district boundaries from previous elections.

### III. LEGAL DOCUMENTS

The Participating Authority will be responsible for preparation, adoption and publication of all required election orders, resolutions, notices and any other pertinent documents required by their pertaining governing bodies.

Preparation of necessary bilingual materials for notices and preparation of the text for the official ballot will also be the responsibility of the Participating Authority. The Participating Authority will provide a copy of their election notices to the County Elections Administrator.

### IV. VOTING LOCATIONS

The County Commissioners' Court will select and arrange for the use of and payment for all voting locations. Voting locations will be, whenever possible, the usual voting locations for the precincts. The proposed voting locations are listed in Attachment "A", which is attached hereto and incorporated by reference as if fully set forth herein. In the event a voting location is not available, the Elections Administrator will arrange for the use of an alternate location with the approval of the Participating Authority. The Elections Administrator will notify the Participating Authority of any changes from the locations listed in Attachment A.

The Elections Administrator may send the Participating Authority a final version of Attachment A which reflects the actual locations to be used on the day of the election if changes become necessary.

## V. ELECTION JUDGES, CLERKS AND OTHER ELECTION PERSONNEL

The Cameron County Commissioners' Court will be responsible for the appointment of the presiding judge and alternate for each polling location under the advisement of each Participating Authority. The Election Administrator shall arrange for the training and compensation of all presiding judges and clerks. The proposed election judges are listed in Attachment "B", which is attached hereto and incorporated by reference as if fully set forth herein. If a person is unable or unwilling to serve, the Elections Administrator will name a judge for the precinct.

The Elections Administrator will send the Participating Authority an updated version of Attachment "B", which reflects the names of judges who were sent the letter requesting services for this election, and a final version of Attachment "B" which reflects the names of the judges who actually presided on the day of the election.

The election judges are responsible for picking up election supplies at the time and place determined by the Elections Department (which will be set forth in the election judge letter requesting services for this election.)

For Election Day staffing of the Polling Locations, the presiding judge will receive up to $17.00 per hour, alternate judge up to $16.00 per hour and the election clerks up to $15.00 per hour (for a maximum of 16 hours). The election workers will receive compensation for attending the election training session and $60.00 for delivery of ballots and supplies to the designated sites after the polls close.

The Elections Administrator will employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies and equipment during the period of early voting and on Election Day.

## VI. EQUIPMENT SUPPLIES AND PRINTING

The Elections Department will arrange for the delivery of programmed and tested equipment to the voting locations. The Participating Authority will provide current district maps. The Elections Administrator will instruct the election judges in the reporting precincts that may have more than one ballot style on the procedures to properly conduct the election.

The Participating Authority will furnish the Elections Administrator with a list of candidates and or propositions showing the order and the exact manner in which their names and/or proposition(s) are to appear on the official ballot. The list will be delivered to the Elections Administrator as soon as possible after the Participating Authority has determined ballot positions. The Participating Authority will be responsible for proofreading and approving the ballot in so far as it pertains to that authority's candidates and/or propositions.

## VII. EARLY VOTING

Remi Garza, Elections Administrator, will be appointed as early voting clerk in compliance with Section 31.097 of the Texas Election Code. Deputy early voting clerks will be appointed as needed to conduct early voting at the main and branch locations. Each early voting supervisor will receive up to $17.00 per hour and the clerks up to $16.00 per hour. The early voting supervisor and the clerks will receive compensation for attending the election training session and $30.00 for delivery of election supplies to the designated sites.

Early Voting by personal appearance will be conducted each weekday from Monday, October 19, 2026 through Friday, October 30, 2026, and on the intervening weekend(s) depending on location. Please see locations, dates and hours of operation listed for each location in Attachment C:

Persons voting by mail will send their request and voted ballots to: Cameron County Elections Department
P. O. Box 3587
Brownsville, Texas 78523.

All ballots voted by mail will be prepared for counting by an early voting ballot board appointed in accordance with Section 87.001 of the Texas Election Code.

The Participating Authority agrees to appoint Laura Lee Ortiz as presiding judge of the Early Voting Ballot Board. A list of members will be furnished to the Participating Authority. The Early Voting Ballot Board will convene as the Late Ballot Board to consider properly postmarked overseas military ballots to be delivered, corrected ballots by mail and any provisional ballots cast.

## VIII. RETURNS OF ELECTIONS

The Elections Department will be responsible for establishing and operating the Central Counting Station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The Participating Authority, in accordance with Sections 127.002, 127.003, and 127.005 of the Texas Election Code, appoints the following Central Counting Station officials:

| | |
|---|---|
| Manager | Remi Garza, County Elections Administrator |
| Presiding Judge | Deborah Sloss |
| Tabulating Supervisor | Mary Vasquez |

The manager or their representative will deliver timely cumulative reports of the election results as precincts are tabulated. The manager will be responsible for releasing cumulative totals and precinct returns from the election to the participating authorities, the press, and general public. Cameron County will operate an election result center (Central Count) to release election results at the County Courthouse, Central Jury Room, 974 East Harrison, Brownsville, Texas. The Participating Authority, upon request, may require release of returns be given only at a specified location other than from the result center.

The Cameron County Elections Department will prepare the unofficial canvass report after all precincts have been counted, and will deliver a copy of the unofficial canvass to the Participating Authority as soon as possible after all returns have been tabulated. Each participant will be responsible for the official canvass of their elections.

## IX. ELECTION EXPENSES

A general administrative fee not to exceed 10% of the total cost of the election shall be assessed as authorized by the Texas Election Code, Sec. 31.100.

Final election expenses will be determined within 90 days after the election. The Elections Administrator will provide each Participating Authority a final accounting in writing of all funds deposited into their account and an accounting of all payments from each Participating Authority's account.

If additional funds are needed, the Elections Administrator will bill each Participating Authority in accordance with the expense formula previously agreed to by the Participating Authority. Any amount remaining will be refunded accordingly to each Participating Authority.

In the event of cancellation of this election, the Elections Administrator may assess charges for costs incurred and services rendered in preparation for the election.

## X. DEPOSIT OF FUNDS

The Participating Authority agrees to deposit with the Cameron County Elections Administrator, by no later than August 28, 2026, a sum equal to 60% of the total estimated cost (Attachment D) of election expenses to be paid to Cameron County as administrator of the election. The final payment to be paid within 30 days after receipt of the summary of final cost submitted to the Participating Authority by the Office of the Elections Administrator. The funds will be placed in a special election account to be used by the County for paying expenses as outlined in this agreement. No funds will be expended by Cameron County except for supplies and services outlined in this agreement, or except as may be agreed to, in writing, by the Participating Authority.

The estimated cost is $ 252, 615.00. The amount to be deposited is $ 151,569.00. Deposits should be delivered to:

Remi Garza
County Elections Administrator
1050 E. Madison St.
P. O. Box 3587
Brownsville, Texas 78520

## XI. RECORDS OF THE ELECTION

Remi Garza, Elections Administrator, is hereby appointed general custodian of the voted ballots and all records of the Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records will be available to each Participating Authority as well as to the public in accordance with the Texas Public Information Act, Chapter 552, Government Code, at the Elections Department, 954 E. Harrison, Brownsville, Texas, at any time during normal business hours. The Elections Administrator shall ensure that the records are maintained in an orderly manner, so that records are clearly identifiable and retrievable per records storage container.

Records of the election will be retained and disposed of in accordance with the records retention schedules which may have been adopted by each Participating Authority, and in accordance with the provisions of Title 6, Subtitle C, Chapters 201 through 205, Texas Local Government Code, including the minimum retention requirements established by the Texas State Library and Archives Commission. If records of the election are involved in any pending election contest, investigation, litigation, or Texas Public Request, the Election Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of any Participating Authority to bring to the attention of the Elections Administrator any notice of any pending election contest, investigation, litigation, or Texas Open Records Request which may be filed with a Participating Authority.

## XII. RUNOFF ELECTION

In the event a runoff is necessary, the agreement will automatically be extended to cover the runoff. The Elections Administrator will provide participants in the runoff election with an estimate of funds to be deposited in a runoff election account. The funds must be deposited no later than seven (7) days after the runoff estimate figures are received from the Elections Administrator.

## XIII. CONTRACT WITHDRAWAL

The participants may withdraw from the election contract in accordance with Sections 2.051, 2.052 and 2.053 of the Texas Election Code. Any expenditure incurred prior to withdrawal shall be billed separately and shall be removed from the contract (see also Section IX of this contract).

XIII. NOTICE

Whenever this agreement requires any consent, approval notice, request or demand, it must be in writing to be effective and shall be delivered to the party intended to receive it as shown below:

Remi Garza
County Elections Administrator
P. O. Box 3587
Brownsville, Texas 78523

Mayra Rios
City of Brownsville
1034 E Levee Street
Brownsville, Texas 78520

Executed on this _____ day of _____, 2026.

RECOMMENDED FOR APPROVAL BY
COUNTY OF CAMERON

_____ _____
Eddie Treviño Jr. Date
County Judge

ACCEPTED AND AGREED TO BY
City of Brownsville

_____ _____
John Cowen Date
Mayor

ATTEST:

_____ _____
Mayra A. Rios, Date
City Secretary

**Notice of Early Voting Locations for the General Election**
**to be held on November 3, 2026**

***Early voting by personal appearance will be conducted at the following locations, dates, and times:***

| LOCATION | ADDRESS | DATES | TIMES |
|---|---|---|---|
| Main Early Voting Place | Cameron County Courthouse Judicial Complex 954 E. Harrison St. Brownsville, Texas | Monday, Oct. 19 thru Friday, Oct. 23 | 9:00 am to 7:00 pm |
| | | Saturday, Oct. 24 | 8:00 am to 8:00 pm |
| | | Sunday, Oct. 25 | 10:00 am to 5 pm |
| | | Monday, Oct. 26 thru Friday, Oct. 30 | 8:00 am to 8:00 pm |
| Brownsville Public Library | 2600 Central Blvd. Brownsville, Texas | Monday, Oct. 19 thru Friday, Oct. 23 | 9:00 am to 7:00 pm |
| | | Saturday, Oct. 24 | 8:00 am to 8:00 pm |
| | | Sunday, Oct. 25 | 10:00 am to 5 pm |
| | | Monday, Oct. 26 thru Friday, Oct. 30 | 8:00 am to 8:00 pm |
| BISD Administrative Bldg | 1900 E. Price Rd Brownsville, Texas | Monday, Oct. 19 thru Friday, Oct. 23 | 9:00 am to 7:00 pm |
| | | Saturday, Oct. 24 thru Sunday, Oct. 25 | 10:00 am to 5 pm |
| | | Monday, Oct. 26 thru Friday, Oct. 30 | 8:00 am to 8:00 pm |
| Southmost Public Library | 4320 Southmost Rd. Brownsville, Texas | Monday, Oct. 19 thru Friday, Oct. 23 | 9:00 am to 7:00 pm |
| | | Saturday, Oct. 24 thru Sunday, Oct. 25 | 10:00 am to 5 pm |
| | | Monday, Oct. 26 thru Friday, Oct. 30 | 8:00 am to 8:00 pm |
| Cameron Park Community Center (El Centro Cultural) | 2100 Gregory Ave. Brownsville, Texas | Monday, Oct. 19 thru Friday, Oct. 23 | 9:00 am to 7:00 pm |
| | | Saturday, Oct. 26 thru Sunday, Oct. 25 | 10:00 am to 5 pm |
| | | Monday, Oct. 26 thru Friday, Oct. 30 | 8:00 am to 8:00 pm |
| Harlingen County Annex Bldg. | 3302 Wilson Rd. Harlingen, Texas | Monday, Oct. 19 thru Friday, Oct. 23 | 9:00 am to 7:00 pm |
| | | Saturday, Oct. 24 | 8:00 am to 8:00 pm |
| | | Sunday, Oct. 25 | 10:00 am to 5 pm |
| | | Monday, Oct. 26 thru Friday, Oct. 30 | 8:00 am to 8:00 pm |
| San Benito Community Bldg. | 210 E. Heywood St. San Benito, Texas | Monday, Oct. 19 thru Friday, Oct. 23 | 9:00 am to 7:00 pm |
| | | Saturday, Oct. 24 | 8:00 am to 8:00 pm |
| | | Sunday, Oct. 25 | 10:00 am to 5 pm |
| | | Monday, Oct. 26 thru Friday, October 30 | 8:00 am to 8:00 pm |
| Port Isabel City Hall | 305 E. Maxan St Port Isabel, Texas | Monday, Oct. 19 thru Friday, Oct. 23 | 9:00 am to 7:00 pm |
| | | Saturday, Oct. 24 thru Sunday, Oct. 25 | 10:00 am to 5 pm |
| | | Monday, Oct. 26 thru Friday, Oct. 30 | 8:00 am to 8:00 pm |
| American Legion Hall | 219 E. Commercial Ave. La Feria, Texas | Monday, Oct. 19 thru Friday, Oct 23 | 9:00 am to 7:00 pm |
| | | Saturday, Oct. 24 thru Sunday, Oct. 25 | 10:00 am to 5 pm |
| | | Monday, Oct. 26 thru Friday, Oct. 30 | 8:00 am to 8:00 pm |
| Los Fresnos Community Center | 204 N. Brazil St. Los Fresnos, Texas | Monday, Oct. 19 thru Friday, Oct. 23 | 9:00 am to 7:00 pm |
| | | Saturday, Oct. 24 thru Sunday, Oct. 25 | 10:00 am to 5 pm |
| | | Monday, Oct. 26 thru Friday, Oct. 30 | 8:00 am to 8:00 pm |

**Notice of Early Voting Locations for the General Election**
**to be held on November 3, 2026**

| LOCATION | ADDRESS | DATES | TIMES |
|---|---|---|---|
| New Horizon Health Center | 191 E. Price Rd. Brownsville, Texas | Monday, Oct. 19 thru Friday, Oct. 23 | 9:00 am to 7:00 pm |
| | | Saturday, Oct. 24 thru Sunday, Oct. 25 | 10:00 am to 5 pm |
| | | Monday, Oct. 26 thru Friday, Oct. 30 | 8:00 am to 8:00 pm |
| Harlingen Cultural Arts Center | 576 "76" Dr. Harlingen, Texas | Monday, Oct. 19 thru Friday, Oct. 23 | 9:00 am to 7:00 pm |
| | | Saturday, Oct. 24 thru Sunday, Oct. 25 | 10:00 am to 5 pm |
| | | Monday, Oct. 26 thru Friday, Oct. 30 | 8:00 am to 8:00 pm |
| Rio Hondo Municipal Center | 121 N. Arroyo Blvd Rio Hondo, Texas | Monday, Oct. 19 thru Friday, Oct. 23 | 9:00 am to 7:00 pm |
| | | Saturday, Oct. 24 thru Sunday, Oct. 25 | 10:00 am to 5 pm |
| | | Monday, Oct. 26 thru Friday, Oct. 30 | 8:00 am to 8:00 pm |
| Santa Rosa Maria Luisa Ruiz Guerra County Annex Bldg. | 116 Santa Vista Ave. Santa Rosa, Texas | Monday, Oct. 19 thru Friday, Oct. 23 | 9:00 am to 7:00 pm |
| | | Saturday, Oct. 24 thru Sunday, Oct. 25 | 10:00 am to 5 pm |
| | | Monday, Oct. 26 thru Friday, Oct. 30 | 8:00 am to 8:00 pm |
| UTRGV Student Union Salon Gardenia | 650 Ringgold Rd. Brownsville, Texas | Monday, Oct. 19 thru Friday, Oct. 23 | 9:00 am to 7:00 pm |
| | | Saturday, Oct. 24 thru Sunday, Oct. 25 | 10:00 am to 5 pm |
| | | Monday, Oct. 26 thru Friday, Oct. 30 | 8:00 am to 8:00 pm |
| Los Indios Community Center | 309 Heywood St. Los Indios, Texas | Monday, Oct. 19 thru Friday, Oct. 23 | 9:00 am to 7:00 pm |
| | | Saturday, Oct. 24 thru Sunday, Oct. 25 | 10:00 am to 5 pm |
| | | Monday, Oct. 26 thru Friday, Oct. 30 | 8:00 am to 8:00 pm |
| Town of Rancho Viejo City Hall | 3301 Carmen Ave. Rancho Viejo, Texas | Monday, Oct. 19 thru Friday, Oct. 23 | 9:00 am to 7:00 pm |
| | | Saturday, Oct. 24 thru Sunday, Oct. 25 | 10:00 am to 5 pm |
| | | Monday, Oct. 26 thru Friday, Oct. 30 | 8:00 am to 8:00 pm |
| Bob Clark Social Service Center | 9901 California Rd. Brownsville, Texas | Monday, Oct. 19 thru Friday, Oct. 23 | 9:00 am to 7:00 pm |
| | | Saturday, Oct. 24 thru Sunday, Oct. 25 | 10:00 am to 5 pm |
| | | Monday, Oct. 26 thru Friday, Oct. 30 | 8:00 am to 8:00 pm |
| Santa Maria ISD Administrative Bldg. | Board Room 11119 Military Hwy 281 Santa Maria, Texas | Monday, Oct. 19 thru Friday, Oct. 23 | 9:00 am to 7:00 pm |
| | | Saturday, Oct. 24 thru Sunday, Oct. 25 | 10:00 am to 5 pm |
| | | Monday, Oct. 26 thru Friday, Oct. 30 | 8:00 am to 8:00 pm |
| South Padre Island Community Center | 4501 Padre Blvd South Padre Island, Texas | Monday, Oct. 19 thru Friday, Oct. 23 | 9:00 am to 7:00 pm |
| | | Saturday, Oct. 24 thru Sunday, Oct. 25 | 10:00 am to 5 pm |
| | | Monday, Oct. 26 thru Friday, Oct. 30 | 8:00 am to 8:00 pm |
| City of Laguna Vista City Hall | 122 Fernandez St. Laguna Vista, Texas | Monday, Oct. 19 thru Friday, Oct. 23 | 9:00 am to 7:00 pm |
| | | Saturday, Oct. 24 thru Sunday, Oct. 25 | 10:00 am to 5 pm |
| | | Monday, Oct. 26 thru Friday, Oct. 30 | 8:00 am to 8:00 pm |

Locations subject to change
DRAFT

GENERAL ELECTION
VOTE CENTERS
NOVEMBER 3, 2026

| | VOTE CENTER | ADDRESS | CITY |
|---|---|---|---|
| 1 | Benavides Elementary School | 3101 McAllen Rd. | Brownsville |
| 2 | Bob Clark Social Service Center | 9901 California Rd. | Brownsville |
| 3 | Brownsville Public Library | 2600 Central Blvd. | Brownsville |
| 4 | Burns Elementary School | 1974 E. Alton Gloor Rd. | Brownsville |
| 5 | Cameron County Courthouse Judicial Complex | 954 E. Harrison St. | Brownsville |
| 6 | Cameron Park Community Center (El Centro Cultural) | 2100 Gregory Ave. | Brownsville |
| 7 | Del Castillo-Morningside Elementary School | 1025 Morningside Rd. | Brownsville |
| 8 | Dora Romero Elementary | 9705 Cajun Blvd. | Brownsville |
| 9 | El Jardin Elementary School | 6911 Boca Chica Blvd. | Brownsville |
| 10 | Homer Hanna High School | 2615 Price Rd. | Brownsville |
| 11 | Hudson Elementary School | 2980 FM 802 | Brownsville |
| 12 | J.T. Canales Elementary School | 1811 International Blvd. | Brownsville |
| 13 | James Pace High School | 314 W. Los Ebanos Blvd. | Brownsville |
| 14 | Judge Reynaldo G. Garza at Southmost Elementary School | 5245 Southmost Rd. | Brownsville |
| 15 | Mariano Gonzalez Sr. Elementary School | 4350 Jaime Zapata Ave. | Brownsville |
| 16 | Oliveira Middle School | 444 Land O' Lakes Dr. | Brownsville |
| 17 | Olmito Elementary School | 2500 Arroyo Blvd | Brownsville |
| 18 | Perkins Middle School | 4750 Austin Rd. | Brownsville |
| 19 | R.L. Martin Elementary School | 1701 Stanford Ave. | Brownsville |
| 20 | Raul A. Besteiro Jr. Middle School | 6280 Southmost Rd. | Brownsville |
| 21 | Russell Elementary School | 800 Lakeside Blvd. | Brownsville |
| 22 | Sharp Elementary School | 1439 Palm Blvd. | Brownsville |
| 23 | Simon Rivera High School | 6955 FM 802 | Brownsville |
| 24 | Skinner Elementary School | 411 W. St. Charles St. | Brownsville |
| 25 | Southmost Public Library | 4320 Southmost Rd. | Brownsville |
| 26 | UTRGV Student Union Salon Gardenia | 650 Ringgold St. | Brownsville |
| 27 | Veterans Memorial Early College High School | 4550 US Military Hwy 281 | Brownsville |
| 28 | Yturria Elementary School | 2955 W. Tandy Rd. | Brownsville |
| 29 | Combes Municipal Complex | 21626 Hand Road | Combes |
| 30 | Bowie Elementary School | 309 W. Lincoln St. | Harlingen |
| 31 | Crockett Elementary School | 1406 W. Jefferson St. | Harlingen |
| 32 | Harlingen County Annex Bldg. | 3302 Wilson Rd. | Harlingen |
| 33 | Harlingen Cultural Arts Center | 576 "76" Dr. | Harlingen |
| 34 | Harlingen High School South | 1701 Dixieland Rd. | Harlingen |
| 35 | Long Elementary School | 2601 N. 7th St. | Harlingen |
| 36 | Stuart Place Elementary School | 6701 W. Business 83 | Harlingen |
| 37 | UTRGV (Clinical Education Bldg Auditorium) | 2102 Treasure Hills | Harlingen |
| 38 | Vernon Middle School | 125 S. 13th St. | Harlingen |
| 39 | Zavala Elementary School | 1111 North "B" St. | Harlingen |
| 40 | American Legion Hall | 219 E. Commercial Ave. | La Feria |
| 41 | Laguna Vista City Hall Board Room | 122 Fernandez St | Laguna Vista |
| 42 | Los Fresnos Community Building | 204 N. Brazil St. | Los Fresnos |
| 43 | Liberty Memorial Middle School | 31579 FM 2893 | Los Fresnos |
| 44 | Los Indios Community Center | 309 E. Heywood St. | Los Indios |
| 45 | Villareal Elementary School | 7770 E. Lakeside Blvd. | Olmito |
| 46 | City of Port Isabel City Hall | 305 E. Maxan St. | Port Isabel |
| 47 | City of Primera Municipal Complex | 17635 Primera Rd | Primera |
| 48 | Town of Rancho Viejo City Hall | 3301 Carmen Ave. | Rancho Viejo |
| 49 | Rio Hondo Municipal Center (Civic Center) | 121 N. Arroyo Blvd. | Rio Hondo |
| 50 | Ed Downs Elementary School | 1302 N. Dick Dowling | San Benito |
| 51 | Fred Booth Global Leadership Academy | 705 Zaragoza St. | San Benito |
| 52 | La Encantada School | 35001 FM 1577 | San Benito |
| 53 | La Paloma Elementary School | 35076 Padilla St. | San Benito |
| 54 | San Benito Community Bldg. | 210 E. Heywood St. | San Benito |
| 55 | Sullivan Environmental Science Academy | 900 Elizabeth St. | San Benito |
| 56 | Santa Maria ISD Administrative Bldg. Board Room | 11119 Military Hwy 281 | Santa Maria |
| 57 | Maria Luisa Ruiz Guerra County Annex | 116 Santa Vista Ave. | Santa Rosa |
| 58 | South Padre Island Community Center | 4601 Padre Blvd. | South Padre Island |

REMI GARZA, CERA
ELECTIONS ADMINISTRATOR

June 23, 2026

House Bill 2524, SOS Election Advisory No. 2009-14
RE: Conducting Criminal Background Check

PURPOSE:

To secure and ensure the purity of the Elections conducted by the Cameron County Elections/Voter Registration Department.

Certification:

The Cameron County Elections/Voter Registration Office Certifies that a criminal background check has been conducted, in compliance with Texas Election Code § 129.051 (g), enacted by the 81st Texas Legislature in House Bill 2524 and which went into effect on September 1, 2009, on all employees, permanent and temporary, that may program, test, perform maintenance, transport equipment, or perform maintenance, transport equipment, or perform technical support on the voting system equipment for all election has been performed by the Cameron County Office of Human Resources. We report no findings that would prevent our department employees from performing their assigned duties.

Remi Garza, Elections Administrator

6/23/26
Date

REPORT OF CONTRACTED EXPENSES FOR THE

COUNTY ELECTIONS SERVICE CONTRACTS

ELECTIONS SERVICES FOR November 3, 2026 ELECTION

COUNTY, CAMERON, TEXAS, CONTRACTING City of Brownsville

| ELECTION | RUNOFF | RECOUNT |
|---|---|---|
| ☑ ESTIMATE | ☐ ESTIMATE | ☐ ESTIMATE |
| ☐ FINAL COST | ☐ FINAL COST | ☐ FINAL COST |

| SECTION A | | |
|---|---|---|
| **A1** TAB 1 | Letter from Administrator, Report of Contracted Expenses, Deposit | |
| **A2** TAB2 | Jurisdiction voter turnout | |
| **A3** TAB 3 | Number of election day polling places (excluding early voting) | 58 |
| **A4** TAB 4 | Number of early voting stations | 18 |
| **A5** TAB 5 | Number of Ballots (include early voting ballots; do not include sample/test ballots) | |
| **A6** TAB 6 | Number of Poll Workers | 500 |

## SECTION B

| | | |
|---|---|---|
| **B1** TAB 7 | Personnel-Overtime, Extra Help, Additional Extra Help, IT Technical Support, Security, Early Voting, Election Day, Trainings, Delivery, Ballot Boards, Central Count, Phone Banking (6004, 6005, 6006, 6007, 6008, 6011, 6012) | $ 155,000.00 |
| **B2** TAB 8 | Election Supplies (6014, 4607) | $ 8,000.00 |
| **B3** TAB 9 | Transportation of Voting equipment, supplies and mileage (6016, 6050) | $ 500.00 |
| **B4** TAB 10 | Professional Services (6045) | $ 1,500.00 |
| **B5** TAB 11 | Network Communications & Mobile Phones (6048, 6047) | $ 2,000.00 |
| **B6** TAB 12 | Postage (6049) | $ 150.00 |
| **B7** TAB 13 | Advertising (6054) | $ 2,500.00 |
| **B8** TAB 14 | Printing & Binding (Ballots Only 6055) | $ 10,000.00 |
| **B9** TAB 15 | Real Estate & Equipment Rental (6068, 6069) | $ 12,000.00 |
| **B10** TAB 16 | Rental of County owned equipment per unit or electronic voting system equipment installed at the polling locations and central Counting station (DS200, DS450 and Automarks (4607) | $ 27,000.00 |
| **B11** TAB 17 | Data Processing (6077) | $ 8,000.00 |
| **B12** TAB 18 | Miscellaneous (any expenses legally necessary for the conduct of the election which cannot be reported elsewhere in the report)(6014,6025, 6033) | $ 3,000.00 |

## SECTION B CONTINUED

| | |
|---|---|
| Total Cost of Contracted Expenses | $ 229,650.00 |
| County Election Services Contract Admin Fee (up to the total contracted expenses) | $ 22,965.00 |
| Total Cost of Contracted Election | $ 252,615.00 |
| **Applied Deposit** | $ 0.00 |
| Final Amount Due | $ 252,615.00 |

I, **Remi Garza**, Elections Administrator, Hereby Certify that the cost on this invoice are true and correct representation of the actual expenses directly attributable to the election services provided to Cameron County, Texas City of Brownsville contracting entity and the 10% general supervision fee consistent with Section 31.100, Texas Election

Remi Garza
County Elections Administrator

07/30/26
Date

| | |
|---|---|
| To: | Mayor and City Commission |
| Through: | Alan Guard, Interim City Manager |
| From: | Marina Zolezzi, Interim Assistant City Manager |
| Date: | Tuesday, August 18, 2026 |
| Agenda #: | Consideration and **ACTION** to adopt **Resolution No. 2026-116**, repealing and replacing all prior resolutions creating the Youth Advisory Board and establishing governing bylaws of the Youth Advisory Board (YAB). (City Manager's Office) |

**Summary:**
In 2024, the City Commission established the Youth Advisory Board to engage young people in local government and provide feedback on youth-related community issues. The purpose of the Youth Advisory Board is to advise, support, and serve on city projects and opportunities within Brownsville. The Board has actively contributed to civic dialogue and successfully administered the One City Youth Scholarship program. Members attend commission meetings, provide testimony, review scholarship applications, recommend funding, and assist with fundraising events for the One City Youth Scholarship program.

On August 5, 2025, the City Commission of Brownsville, Texas, approved Resolution 2025-094 to amend the Youth Advisory Board.
The current membership consists of two students (one primary, one alternate) from each public, private, charter school, or study-at-home program in the Brownsville area nominated by their schools. Over the past year, recommendations on how to continue strengthening the board have been provided. To address these and expand opportunities for student involvement, the proposed Resolution includes:

- Repealing and replacing all prior resolutions including resolution #2024-084 and resolution #2025-094 creating the Youth Advisory Board and establishing governing bylaws
- Commission to each appoint two members — one primary and one alternate with no more than two members representing the same school
- Establishes application process for students with the City of Brownsville
- Board now consists of 20 members, 14 being appointed by the Commission and six by the Youth Advisory Board

- Establishes bylaws

**Project Scope and Analysis:**
The purpose of this item is to replace prior resolutions with 2026-116 creating the Youth Advisory Board (YAB) and establishing bylaws for the board.

**Funding:**

**Source:** N/A

**Amount:** N/A

**Local Contribution if Applicable:** N/A

**Recommendation:**
The recommendation is to consider and approve the resolution and bylaws.

**Commission Pillar:**
Governance

**Attachments:**
1. Resol 2025-094
2. Resol 2024-084
3. RESOLUTION NUMBER 2026-116_mz
4. Youth Advisory Board Bylaws

**RESOLUTION NUMBER 2025-094**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, CREATING A YOUTH ADVISORY BOARD.**

**WHEREAS**, the City of Brownsville, Texas (the "City") is a home rule municipality; and

**WHEREAS**, the City Commission of the City of Brownsville, Texas (the "City Commission") has caused, in pursuit of their legislative duties on behalf of the citizens of Brownsville, to promote the participation of those citizens and to receive formal input from them on a variety of issues, and

**WHEREAS**, the City Commission has created a number of citizen advisory commissions or boards; and

**WHEREAS**, it is prudent for the City Commission to receive input from citizens of a variety of age groups in addition to those that might possess expertise in specific subject matters, and

**WHEREAS**, the City Commission deems community service to be a worthwhile endeavor and a valuable experience for young residents of Brownsville; and

**WHEREAS**, the City Commission shall appoint one (1) member from each public, private, or charter school or study-at-home program located within Brownsville, Texas, that is nominated by the sponsoring high school. Each committee member shall be an active student in 11th or 12th grade who is in good standing at any area Brownsville public, private, or charter school or study-at-home program. Each member shall serve without compensation.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, THAT:**

**SECTION 1. FINDINGS.** All of the above and foregoing recitals are hereby found to be true and correct legislative findings of the City and are incorporated herein as findings of fact.

**SECTION 2. CREATION AND PURPOSE.** A Youth Advisory Board is hereby established to perform such duties and functions as are required or authorized by the city commission. The Youth Advisory Board shall act in an advisory, service, and support capacity with respect to any potential initiative or opportunity undertaken jointly with the staff or city commission within the municipal limits of Brownsville or its extraterritorial jurisdiction.

**SECTION 3. MEMBERSHIP AND APPOINTMENT.** The Youth Advisory Board shall consist of appointed members, two (2) from each public, private, or charter school or study-at-home program located within Brownsville, Texas. Each high school may submit two (2) students, one primary and one alternate, to the City Secretary's Office for consideration. The city commission shall then appoint these student members by motion or resolution. Each committee member shall be an active student in 11th or 12th grade who is in good standing at any area Brownsville public, private, or charter school or study-at-home program.

The city commission shall designate at least one of its members to serve as a liaison to the Youth Advisory Board. The City Secretary or her designee shall serve as an advisor and staff

liaison to the Youth Advisory Board. All Youth Advisory Board members shall be selected via an open application process at their home high school. Nominations from the high schools must be submitted through the City Secretary's Office, and deadlines for submitting applications shall be established by the City Secretary's Office.

High Schools may consider the following in selecting their student member to serve on the Youth Advisory Board:

(1) strength of the candidate's application and letter(s) of recommendation, if any;
(2) schedule and availability of the candidate;
(3) candidate's willingness to commit the time and effort required to participate in the program.

Vacancies shall be filled by the city commission using the above procedure whenever vacancies exist.

**SECTION 4. TERMS OF OFFICE.** Initial appointments to the Youth Advisory Board shall be limited to students who are currently classified as juniors (11th grade) or seniors (12th grade). The term of each member who is classified as a junior or senior at the time of appointment shall be one year. Members who are classified as juniors at the time of appointment may apply for an additional term for their senior year.

Terms begin on September 15th and expire on August 1st of each year. The city commission shall fill vacancies for unexpired terms through appointments from nominations from each high school. Newly appointed members shall be installed at the first regular Youth Advisory Board meeting after their appointment.

**SECTION 5. ORGANIZATION.** Officers shall be elected annually from among the Youth Advisory Board's membership at its first meeting in September of each calendar year, with it being the first agenda item, and at such other times as these offices may become vacant. In the absence of both the chair and vice-chair, the committee shall elect a chair pro-tem.

**SECTION 6. DUTIES AND POWERS.** The Youth Advisory Board shall act in the specified capacity only and shall have no power to bind the city by contract or otherwise, authorize expenditures, interfere with administrative or personnel affairs, or create any other obligation on the part of the city.

Advisory Board members will select representatives who will periodically attend commission meetings and report on the activities of the Board. Members may also provide testimony on agenda items by notifying the City Secretary ahead of time.

Advisory Board members will also be responsible for reviewing applications and making recommendations for funds from the One City Youth Scholarship Funds. They may also advise on revisions to the scholarship process as needed.

Advisory Board members will be asked to assist with the One City Youth Scholarship Golf Tournament and the One City One Hundred, which generate funds for the Scholarship program.

**SECTION 7. MEETING AND QUORUM.**

(a) A motion may be made by any member other than the presiding officer.

(b) The Youth Advisory Commission shall meet as needed and shall designate the time and place of its meetings.

(c) Quorum requirements for the Youth Advisory Board shall consist of a majority of those present at a meeting and not of the body.

(d) The Youth Advisory Board shall adopt its own rules and procedures and keep a record of its proceedings consistent with the provisions of the City's Board and Commission Ordinance, and the requirements of any other applicable regulations.

**SECTION 8. DISQUALIFICATION FROM VOTING.** A member shall disqualify himself or herself from voting whenever he or she finds that he or she has a personal or monetary interest in any project or initiative brought before the committee or when he or she will be directly affected by the decisions made by the committee.

**SECTION 9. SEVERABILITY.** Should any sentence, paragraph, subdivision, clause, phrase or section of this Resolution be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Resolution as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional.

**SECTION 10. REPEALER.** All provisions of the resolutions in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this Resolution shall remain in full force and effect

**SECTION 11. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its passage.

**PASSED** and **APPROVED** on this 5th day of August 2025.

**City of Brownsville**

**John Cowen, Jr., Mayor**

**ATTEST:**

**Mayra A. Rios**
**City Secretary**

CITY OF BROWNSVILLE TEXAS INCORPORATED FEBRUARY 7 1853

Approved as to legality and form
this 5th day of August 2025

Office of the City Attorney

**RESOLUTION NUMBER 2024-084**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, CREATING A YOUTH ADVISORY BOARD.**

**WHEREAS**, the City of Brownsville, Texas (the "City") is a home rule municipality; and

**WHEREAS**, the City Commission of the City of Brownsville, Texas (the "City Commission") has caused, in pursuit of their legislative duties on behalf of the citizens of Brownsville, to promote the participation of those citizens and to receive formal input from them on a variety of issues, and

**WHEREAS**, the City Commission has created a number of citizen advisory commissions or boards; and

**WHEREAS**, it is prudent for the City Commission to receive input from citizens of a variety of age groups in addition to those that might possess expertise in specific subject matters, and

**WHEREAS**, the City Commission deems community service to be a worthwhile endeavor and a valuable experience for young residents of Brownsville; and

**WHEREAS**, the City Commission shall appoint one (1) member from each public, private, or charter school or study-at-home program located within Brownsville, Texas, that is nominated by the sponsoring high school. Each committee member shall be an active student in 11th or 12th grade who is in good standing at any area Brownsville public, private, or charter school or study-at-home program. Each member shall serve without compensation.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, THAT**:

**SECTION 1. FINDINGS**. All of the above and foregoing recitals are hereby found to be true and correct legislative findings of the City and are incorporated herein as findings of fact.

**SECTION 2. CREATION AND PURPOSE**. A Youth Advisory Board is hereby established to perform such duties and functions as are required or authorized by the city commission. The Youth Advisory Board shall act in an advisory, service, and support capacity with respect to any potential initiative or opportunity undertaken jointly with the staff or city commission within the municipal limits of Brownsville or its extraterritorial jurisdiction.

**SECTION 3. MEMBERSHIP AND APPOINTMENT**. The Youth Advisory Board shall consist of appointed members, one (1) from each public, private, or charter school or study-at-home program located within Brownsville, Texas. Each high school may submit one (1) student to the City Secretary's Office for consideration. The city commission shall then appoint these student members by motion or resolution. Each committee member shall be an active student in 11$^{th}$ or 12$^{th}$ grade who is in good standing at any area Brownsville public, private, or charter school or study-at-home program.

The city commission shall designate at least one of its members to serve as a liaison to the Youth Advisory Board. The City Secretary or her designee shall serve as an advisor and staff

liaison to the Youth Advisory Board. All Youth Advisory Board members shall be selected via an open application process at their home high school. Nominations from the high schools must be submitted through the City Secretary's Office, and deadlines for submitting applications shall be established by the City Secretary's Office.

High Schools may consider the following in selecting their student member to serve on the Youth Advisory Board:

(1) strength of the candidate's application and letter(s) of recommendation, if any;
(2) schedule and availability of the candidate;
(3) candidate's willingness to commit the time and effort required to participate in the program.

Vacancies shall be filled by the city commission using the above procedure whenever vacancies exist.

**SECTION 4. TERMS OF OFFICE.** Initial appointments to the Youth Advisory Board shall be limited to students who are currently classified as juniors (11th grade) or seniors (12th grade). The term of each member who is classified as a junior or senior at the time of appointment shall be one year. Members who are classified as juniors at the time of appointment may apply for an additional term for their senior year.

Terms begin on October 15th and expire on August 1st of each year. The city commission shall fill vacancies for unexpired terms through appointments from nominations from each high school. Newly appointed members shall be installed at the first regular Youth Advisory Board meeting after their appointment.

**SECTION 5. ORGANIZATION.** Officers shall be elected annually from among the Youth Advisory Board's membership at its first meeting in September of each calendar year, with it being the first agenda item, and at such other times as these offices may become vacant. In the absence of both the chair and vice-chair, the committee shall elect a chair pro-tem.

**SECTION 6. DUTIES AND POWERS.** The Youth Advisory Board shall act in the specified capacity only and shall have no power to bind the city by contract or otherwise, authorize expenditures, interfere with administrative or personnel affairs, or create any other obligation on the part of the city.

Advisory Board members will select representatives who will periodically attend commission meetings and report on the activities of the Board. Members may also provide testimony on agenda items by notifying the City Secretary ahead of time.

Advisory Board members will also be responsible for reviewing applications and making recommendations for funds from the One City Youth Scholarship Funds. They may also advise on revisions to the scholarship process as needed.

Advisory Board members will be asked to assist with the One City Youth Scholarship Golf Tournament and the One City One Hundred, which generate funds for the Scholarship program.

**SECTION 7. MEETING AND QUORUM.**

(a) A motion may be made by any member other than the presiding officer.

(b) The Youth Advisory Commission shall meet as needed and shall designate the time and place of its meetings.

(c) Quorum requirements for the Youth Advisory Board shall consist of a majority of those present at a meeting and not of the body.

(d) The Youth Advisory Board shall adopt its own rules and procedures and keep a record of its proceedings consistent with the provisions of the City's Board and Commission Ordinance, and the requirements of any other applicable regulations.

**SECTION 8. DISQUALIFICATION FROM VOTING.** A member shall disqualify himself or herself from voting whenever he or she finds that he or she has a personal or monetary interest in any project or initiative brought before the committee or when he or she will be directly affected by the decisions made by the committee.

**SECTION 9. SEVERABILITY.** Should any sentence, paragraph, subdivision, clause, phrase or section of this Resolution be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Resolution as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional.

**SECTION 10. REPEALER.** All provisions of the resolutions in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this Resolution shall remain in full force and effect

**SECTION 11. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its passage.

**PASSED** and **APPROVED** on this 3rd day of September 2024.

**City of Brownsville**

**John Cowen, Jr., Mayor**

**ATTEST:**

**Marina Zolezzi**
**Interim City Secretary**

CITY OF BROWNSVILLE, TEXAS
INCORPORATED
FEBRUARY 7
1853

**RESOLUTION NUMBER 2026-116**

**A RESOLUTION OF THE CITY OF BROWNSVILLE REPEALING AND REPLACING ALL PRIOR RESOLUTIONS CREATING THE YOUTH ADVISORY BOARD AND ESTABLISHING GOVERNING BYLAWS OF THE YOUTH ADVISORY BOARD (YAB).**

**WHEREAS**, the City of Brownsville, Texas (the "City") is a home rule municipality; and

**WHEREAS**, the City Commission of the City of Brownsville, Texas (the "City Commission") has caused, in pursuit of their legislative duties on behalf of the citizens of Brownsville, to promote the participation of those citizens and to receive formal input from them on a variety of issues, and

**WHEREAS**, the City Commission has created a number of citizen advisory commissions or boards; and

**WHEREAS**, it is prudent for the City Commission to receive input from citizens of a variety of age groups in addition to those that might possess expertise in specific subject matters, and

**WHEREAS**, the City Commission deems community service to be a worthwhile endeavor and a valuable experience for young residents of Brownsville; and

**WHEREAS**, the City Commission established a Youth Advisory Board through resolution #2024-084 on September 3, 2024; and

**WHEREAS**, the City Commission amended resolution #2024-084 through resolution #2025-094 on August 5, 2025 adding alternates, defining the quorum and adjusting term start date; and

**WHEREAS**, resolution #2026-116 serves to repeal and replace all prior resolutions including resolution #2024-084 and resolution #2025-094 creating the Youth Advisory Board and establishing governing bylaws; and

**WHEREAS**, the City Commission shall appoint a total of 14 members from public, private, or charter schools or study-at-home program located within Brownsville, Texas with no more than two members representing the same school. Interested students have the opportunity to submit an application through the City of Brownsville for the Commission's consideration. Each member of the Commission may appoint two students- one primary (preferably a senior) and one alternate (preferably a junior). Each committee member shall be an active student in 11th or 12th grade who is in good standing at any area Brownsville public, private, or charter school or study-at-home program. Each member shall serve without compensation. The board shall consist of 20 members with 14 members being appointed by the Commission and 6 by the board once members are established.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, THAT**:

**SECTION 1. FINDINGS**. All of the above and foregoing recitals are hereby found to be true and correct legislative findings of the City and are incorporated herein as findings of fact.

**SECTION 2. CREATION AND PURPOSE**. A Youth Advisory Board is hereby established to perform such duties and functions as are required or authorized by the city commission. The Youth Advisory Board shall act in an advisory, service, and support capacity with respect to any potential initiative or opportunity undertaken jointly with the staff or city commission within the municipal limits of Brownsville or its extraterritorial jurisdiction.

**SECTION 3. MEMBERSHIP AND APPOINTMENT**. The Youth Advisory Board shall consist of appointed members, with representation of no more than two (2) students from each public, private, or charter school or study-at-home program located within Brownsville, Texas. Each high school student may submit an application to the City of Brownsville for the Commission's consideration. A total of 14 students are to be appointed by the City Commission with 7 consisting of primary members and 7 alternate members. Once the 14 members are established, a total of 6 students are to be appointed by the Youth Advisory Board with 3 members being primary and 3 members being alternates. The city commission shall then appoint these student members by motion or resolution. Each committee member shall be an active student in 11$^{th}$ or 12$^{th}$ grade who is in good standing at any area Brownsville public, private, or charter school or study-at-home program.

The city commission shall designate at least one of its members to serve as a liaison to the Youth Advisory Board. The City Secretary or her designee shall serve as an advisor and staff liaison to the Youth Advisory Board. All Youth Advisory Board members shall be selected via an open application process with the City of Brownsville.

The Commission may consider the following in selecting their student members to serve on the Youth Advisory Board:

(1) strength of the candidate's application;
(2) candidate's willingness to commit the time and effort required to participate in the program.

Vacancies shall be filled by the city commission using the above procedure whenever vacancies exist.

**SECTION 4. TERMS OF OFFICE.** Initial appointments to the Youth Advisory Board shall be limited to students who are currently classified as juniors (11th grade) or seniors (12th grade). The term of each member who is classified as a senior at the time of appointment shall be one year. Members who are classified as juniors at the time of appointment may indicate their interest for a second year for the Commission's consideration.

Terms begin on September 15th and expire on August 1st of each year. The city commission shall fill vacancies for unexpired terms through appointments.

l. Newly appointed members shall be installed at the first regular Youth Advisory Board meeting after their appointment.

**SECTION 5. ORGANIZATION.** Officers shall be elected annually from among the Youth Advisory Board's membership at its first meeting in September of each calendar year, with it being the first agenda item, and at such other times as these offices may become vacant. In the absence of both the chair and vice-chair, the committee shall elect a chair pro-tem.

**SECTION 6. DUTIES AND POWERS.** The Youth Advisory Board shall act in the specified capacity only and shall have no power to bind the city by contract or otherwise, authorize expenditures, interfere with administrative or personnel affairs, or create any other obligation on the part of the city.

Advisory Board members will select representatives who will periodically attend commission meetings and report on the activities of the Board. Members may also provide testimony on agenda items by notifying the City Secretary ahead of time.

Advisory Board members will also be responsible for reviewing applications and making recommendations for funds from the One City Youth Scholarship Funds. They may also advise on revisions to the scholarship process as needed.

Advisory Board members will be asked to assist with the One City Youth Scholarship Golf Tournament and other initiatives, which generate funds for the Scholarship program.

**SECTION 7. MEETING AND QUORUM.**

(a) A motion may be made by any member other than the presiding officer.

(b) The Youth Advisory Board shall meet as needed and shall designate the time and place of its meetings.

(c) Quorum requirements for the Youth Advisory Board shall consist of a majority of those present at a meeting and not of the body.

(d) The Youth Advisory Board shall adopt bylaws and keep a record of its proceedings consistent with the provisions of the City’s Board and Commission Ordinance, and the requirements of any other applicable regulations.

**SECTION 8. DISQUALIFICATION FROM VOTING.** A member shall disqualify himself or herself from voting whenever he or she finds that he or she has a personal or monetary interest in any project or initiative brought before the committee or when he or she will be directly affected by the decisions made by the committee.

**SECTION 9. SEVERABILITY.** Should any sentence, paragraph, subdivision, clause, phrase or section of this Resolution be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Resolution as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional.

**SECTION 10. REPEALER.** All provisions of the resolutions in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this Resolution shall remain in full force and effect

**SECTION 11. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its passage.

**PASSED** and **APPROVED** on this 18th day of August 2026.

**City of Brownsville**

_____

**John Cowen, Jr., Mayor**

**ATTEST:**

_____

**Mayra A. Rios**
**City Secretary**

**TEMPLATE FOR STANDARD CITY BOARD BYLAWS**

# BYLAWS OF THE YOUTH ADVISORY BOARD

## ARTICLE 1. NAME.

The name of the board is Youth Advisory Board.

## ARTICLE 2. PURPOSE AND DUTIES.

The purpose of the board is to act in an advisory, service, and support capacity with respect to any potential initiative or opportunity undertaken jointly with the staff or city commission within the municipal limits of Brownsville or its extraterritorial jurisdiction. In addition, the purpose of the Youth Advisory Board is to expand opportunities for youth including input and engagement while providing a worthwhile endeavor and valuable experience for the young residents of Brownsville.

The Youth Advisory Board shall act in the specified capacity only and shall have no power to bind the city by contract or otherwise, authorize expenditures, interfere with administrative or personnel affairs, or create any other obligation on the part of the city. Advisory Board members will select representatives who will periodically attend City Commission meetings and report on the activities of the Board. Members may also provide testimony on agenda items by notifying the City Secretary ahead of time.

Advisory Board members will also be responsible for reviewing applications and making recommendations for funds from the One City Youth Scholarship Funds. They may also advise on revisions to the scholarship process as needed. Advisory Board members will be asked to assist with the One City Youth Scholarship Golf Tournament and other initiatives, which generate funds for the Scholarship program.

## ARTICLE 3. MEMBERSHIP.

(A) The board is composed of twenty (20) members from public, private, or charter schools or study-at-home program located within Brownsville, Texas with no more than two members representing the same school; fourteen (14) of which are to be appointed by the city commission and six (6) of which are to be appointed by the Youth Advisory Board. Each member of the Commission may appoint two students- one primary (preferably a senior) and one alternate (preferably a junior). Each committee member shall be an active student in 11th or 12th grade who is in good standing at any area Brownsville public, private, or charter school or study-at-home program. Students who would like to be considered have the opportunity to submit an application through the City of Brownsville for the Commission's consideration.

(B) A member serves at the pleasure of the city commission. Each member shall serve without compensation.

(C) Board members serve for a term of one year beginning on September 15th on the year of appointment and ending on August 1st the following year. The term of each member who is classified as a senior at

the time of appointment shall be one year. Members who are classified as juniors at the time of appointment may indicate their interest for a second year for the Commission's consideration.

(D) An individual board member may not act in an official capacity except through the action of the board.

(E) A board member shall attend seventy-five percent (75%) of the regular meetings during a term. Any board member who has three consecutive unexcused absences from a regular meeting shall be automatically deemed to have resigned from his/her appointment with no further action by the City Commission. A special called meeting will not reset the three consecutive regular meetings. The following criteria are automatically excused absences: personal or family illness, death of a family member, jury duty, service in the armed forces, testifying before the legislature, attending a seminar involving municipal matters of importance to the member's duties, or an absence necessary for the member's studies/school, business, or employment. At the request of a member, the board a member serves on may also consider excusing an absence that does not fall within the criteria for automatically excused absences if approved by a majority vote of the members present. Such action must be taken at a posted meeting that is not more than two posted meetings from the absence and must be recorded in the minutes. If members at the time of this section's enactment have absences that meet the criteria for automatically excused absences, that member's absences shall be excused under this subsection (d). However, a member who has been deemed as vacated their position shall be considered a holdover member of that City Board until such time as the City Commission will fill the said vacancy by appointment.

(F) At each meeting, the board liaison shall take roll call and record the attendance of each member.

(G) A member who seeks to resign from the board shall submit a written resignation to the chair of the board, the staff liaison, or the city secretary's office. If possible, the resignation should allow for a thirty-day notice so the city commission can appoint a replacement.

## ARTICLE 4. OFFICERS.

(A) The officers of the board shall consist of at least a chair and a vice-chair. The board may decide to include additional leadership roles for specific tasks.

(B) Officers shall be elected annually by a majority vote of the board at the first regular meeting of the year. In the event a current officer becomes ineligible to serve as an officer, the board may hold an emergency election as needed.

(C) The term of office shall be on an annual basis, beginning September 15 and ending August 1st. An officer may continue to serve until a successor is appointed.

(D) A member may not hold more than one office at a time.

## ARTICLE 5. DUTIES OF OFFICERS.

(A) The chair shall preside at board meetings, represent the board at ceremonial functions and approve each final meeting agenda.

(B) In the absence of the chair, the vice-chair shall perform all duties of the chair.

## ARTICLE 6. AGENDAS.

(A) Two or more board members may place an item on the agenda by written request to the staff liaison. The written request must be made five days before the meeting. After first consulting with and receiving input from the board liaison and Department Director, the chair shall approve each final meeting agenda. However, the chair shall not have the power to remove a duly requested item from the agenda.

(B) The board liaison shall submit the meeting agenda through the online agenda posting system for each meeting not less than 3 business days before the meeting.

(C) Posting of the agenda must comply with Texas Government Code Chapter 551 (Texas Open 38 Meetings Act).

## ARTICLE 7. MEETINGS.

(A) The board meetings shall comply with Texas Government Code Chapter 551 (Texas Open Meetings Act).

(B) Board meetings shall be governed by Robert's Rules of Order.

(C) The board may not conduct a closed meeting without the approval of the city attorney so long as the meeting is under an exception provided for by Chapter 551 of the Texas Government Code, the Texas Open Meetings Act.

(D) The board shall meet monthly.

(E) The chair may call a special meeting or two or more members may request the Board Liaison to post notice for a special meeting. The call shall state the purpose of the meeting.

(F) Quorum requirements for the Youth Advisory Board shall consist of a majority of those present at a meeting and not of the body.

(H) To be effective, a board action must be adopted by an affirmative vote of the number of members necessary to provide a quorum.

(I) The chair has the same voting privilege as any other member.

(J) The board shall allow citizens to address the board on agenda items and during a period of time set aside for citizen communications. The chair may limit a speaker to three minutes. Members of the board may suspend the rules to allow additional time to a speaker.

(K) The board liaison, or designated representative, shall prepare the board minutes. The minutes of each board meeting must include the vote of each member on each item before the board and indicate whether a member is absent or failed to vote on an item.

(L) The city secretary, or board liaison, shall retain agendas, approved minutes, internal review reports and bylaws. The City Manager's Office shall retain all other board documents. The documents are public records under Texas Local Government Code Chapter 552 (Texas Public Information Act).

(M) The chair shall adjourn a meeting not later than 8 p.m., unless the board votes to continue the meeting.

(N) Each person and board member attending a board meeting should observe decorum pursuant to Section 2-26, Meetings and Agendas, of the City Code of Ordinances.

## ARTICLE 8. WORKING GROUPS.

WORKING GROUPS

(A) The board can determine the size of a working group but the number of board members serving on the working group must be less than a quorum of the board.

(B) A working group may designate a chair, with the member's consent, but is not required to do so.

(C) Quorum requirements do not apply to working groups.

(D) Staff support will not be provided for working groups.

(E) Working groups are not required to post their meetings in accordance with the Texas Government Code Chapter 551 (Texas Open Meetings Act).

## ARTICLE 9. PARLIAMENTARY AUTHORITY.

The rules contained in the current edition of Robert's Rules of Order shall govern the board in all cases to which they are applicable, except when inconsistent with these bylaws or with special rules of procedure which the board or city commission may adopt.

## ARTICLE 10. AMENDMENT OF BYLAWS.

A bylaw amendment is not effective unless approved by the Youth Advisory Board and City Commission.

**APPROVED BY THE CITY COMMISSION ON AUGUST 18, 2026.**

_____
John Cowen, Jr., Mayor

**ATTEST:**

_____
**Mayra A. Rios**
**City Secretary**

| | |
|---|---|
| To: | Mayor and City Commission |
| Through: | Alan Guard, Interim City Manager |
| From: | Will Trevino, City Attorney |
| Date: | Tuesday, August 18, 2026 |
| Agenda #: | Consideration and **APPROVAL** on **SECOND** and **FINAL READING** of **Ordinance Number 2026-1814**, amending Chapter 2, Administration, Article II, City Commission, Section 2-26, Meetings and agendas, in order to adopt rules and procedures for executive session, including preserving confidentiality of topics discussed in executive session. (Office of the City Attorney/ City Manager's Office) |


**Summary:**

Section 2-26 of the City Code of Ordinances, adopted by the City Commission of the City of Brownsville, Texas, establishes the governing framework for the scheduling, management, and conduct of City Commission meetings and agendas. Codified within Chapter 2 ("Administration"), Article II ("City Commission"), this provision reflects the City Commission's legislative determination that clear procedural standards are necessary to safeguard the public welfare, promote effective and accountable municipal governance, and ensure the orderly transaction of official City business.

This ordinance adds Subsection (e) which provides that the City Commission may enter executive session as posted on the agenda with proper announcements, must maintain a certified agenda unless the discussion is solely under Section 551.071, may not use recording-capable technology, may not take action until returning to open session, must limit discussions to posted items, may include only appropriate staff, must ensure confidentiality, including for remote participation, and may disclose topics or deliberations only as permitted by the Texas Open Meetings Act or Public Information Act, with any unauthorized disclosure constituting a violation of the Ethics Code.

The adoption of Subsection 2-26(e) affirms the City's commitment to maintaining structured, transparent, and predictable procedures for Commission deliberations. These rules guide elected officials, City staff, and members of the public by outlining expectations for how meetings are noticed, convened, conducted, and documented. In doing so, Subsection 2-26 supports administrative consistency, enhances public access to governmental processes, and reinforces the integrity and efficiency of the City's legislative operations, all while preserving confidentiality when required.

**Project Scope and Analysis:**

**Funding:**

**Source:** Not Applicable

**Amount:**

**Local Contribution if Applicable:**

**Recommendation:**
Staff recommends adoption.

**Commission Pillar:**
Governance

**Attachments:**
1. Ordinance re Executive Session v2

**CITY OF BROWNSVILLE**
**ORDINANCE NO. 2026-1814**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, AMENDING CHAPTER 2, "ADMINISTRATION", ARTICLE II, "CITY COMMISSION", SECTION 2-26, "MEETINGS AND AGENDAS" OF THE CITY CODE OF ORDINANCES, TO ADOPT RULES AND PROCEDURES FOR EXECUTIVE SESSION, INCLUDING PRESERVING CONFIDENTIALITY OF TOPICS DISCUSSED IN EXECUTIVE SESSION; 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,** the City Commission of the City of Brownsville, Texas (the "City Commission") recognizes that open government and transparency are fundamental to a free and informed society, as outlined in the Texas Public Information Act and the Texas Open Meetings Act; and

**WHEREAS,** the Texas Legislature has concurrently established essential statutory exceptions to public disclosure within the Texas Government Code Chapter 552 and Chapter 551, acknowledging that uninhibited disclosure can sometimes cause severe harm to the public interest, individual rights, and local government operations; and

**WHEREAS,** the unauthorized release of confidential personal information, including dates of birth, financial records, and medical data, violates the common-law and statutory privacy rights of individual citizens and employees; and

**WHEREAS,** the protection of public safety and effective law enforcement requires that details of ongoing criminal investigations, tactical deployment strategies, and critical infrastructure security metrics remain strictly confidential; and

**WHEREAS,** the Texas Open Meetings Act expressly permits a governmental body to conduct closed executive sessions under Texas Government Code § 551.071 to seek necessary, candid legal advice from its attorney regarding pending or contemplated litigation without compromising its legal strategies or tipping off opposing parties; and

**WHEREAS,** the premature public disclosure of real estate valuations, land acquisition plans, or competitive economic development incentives can artificially drive up public costs, harm the local economy, and disrupt fair market business negotiations; and

**WHEREAS,** public personnel matters, including employee performance evaluations, hiring processes, and disciplinary hearings, necessitate a private forum under Texas Government Code § 551.074 to safeguard individual reputations and secure fair employment standards; and

**WHEREAS,** the Texas Attorney General holds the legal authority to determine whether information must be withheld, and public officials face criminal and civil penalties for misusing official information or violating statutory nondisclosure rules; and

**WHEREAS,** the City Commission adopted Chapter 2, "Administration", Article II, "City Commission", Section 2-26, "Meetings and Agendas", of the City Code of Ordinances for the public welfare of the citizens of the City, for its proper governance, and to support the orderly and proper conduct of City Commission meetings; and

**WHEREAS,** the public expects the highest standards of professional conduct from City Commission Members elected to the City Commission and City staff; and

**WHEREAS,** the City Commission represents the City and is entrusted with upholding local, state, and federal laws and must observe a high standard of professional conduct in the course of their official duties and faithfully fulfill the responsibilities of their offices, regardless of their personal interests; and

**WHEREAS,** Commission Members shall respect the decision-making process and the decisions of the City Commission, even if they disagree with such decisions, such that respect for the decision-making processes of the City Commission is fostered; and

**WHEREAS,** City Ordinances include certain provisions related to the procedures and conduct of business by boards, committees, and commissions; and

**WHEREAS,** the City Commission has reviewed the existing provisions and has determined that it is in the best interest of the citizens of Brownsville for there to be a broader range of specificity in the manner by which the City Commission conducts itself and its business; and

**WHEREAS,** state law allows for the City Commission to adopt rules that govern how it conducts business; and

**WHEREAS,** the Texas Public Information Act ensures that citizens can appropriately request and access government information, empowering individuals to stay informed about public affairs and hold local government bodies accountable; and

**WHEREAS,** the City Commission finds that the amendments herein are an appropriate exercise of the City's authority as a home rule municipality under Texas law, and that the benefits of this ordinance will enhance public engagement and decorum to ensure fairness, respect, and compliance with the Texas Open Meetings Act and the Texas Public Information Act; and

**WHEREAS,** the City Commission finds, determines, and declares that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given as required by Chapter 551 of the Texas Government Code; and

**WHEREAS,** a public hearing was held at the July 28, 2026 City Commission meeting, where the public was given an opportunity to speak on these regulations; and

**WHEREAS,** this ordinance is a narrowly tailored remedy to address the compelling government interests of protecting the public health and safety, and for the good governance of the City; and

**WHEREAS,** the City Commission now deems it necessary, expedient, and in the best interest of the City, and to promote good governance, to adopt the below revisions and further finds that the following are reasonable time, place, and manner regulations.

**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. Chapter 2, "Administration," Article II, "City Commission", Section 2-26, "Meetings and agendas" of the Code of Ordinances, is hereby amended to read as follows (with deleted language shown with ~~strikethrough~~ and the added language as underlined):

**PART II - CODE OF ORDINANCES**
**Chapter 2 - ADMINISTRATION**
**ARTICLE II. CITY COMMISSION**

**Sec. 2-26. Meetings and agendas.**

(a) Definitions.

*Agenda packets* means supporting information for agenda items.

*Closed or executive session* means a meeting to which the public is not admitted. These sessions are permitted only for the purpose of discussing matters enumerated in Chapter 551 of the Texas Government Code, the Open Meetings Act.

*Regular sessions* means business meetings held on the first and third Tuesday of each month.

*Routine business* means items of normal city business, including: canvassing an election, authorizing a contract, zoning which has previously been discussed at a public hearing, approval of minutes, deeds, easements, final reading and adoption of ordinances, auditor's reports as to cash count, standard subdivision agreements, calls for bids, reports of administrative actions and proposals, leases, and agreements previously approved in principle.

*Special sessions* means business meetings, which are not regular sessions.

*Work sessions* means meetings called for the exchange of information only.

…

(g) *Use of cameras and recorders*. Cameras, including television and motion picture cameras, electronic sound recording devices, and any other mechanical, electrical, or electronic

recording devices, may be used in a reasonable manner in the public section of the commission chamber.

*(h) Executive Session.*

(1) The City Commission may convene into an executive session as stated on a posted agenda during a regular or special meeting. However, before said session begins, the city secretary shall announce that the executive session is commencing and identify the section or sections of the Open Meetings Act under which the closed meeting is held. The order in which an executive session may appear on the agenda is subject to the discretion of the City Commission.

(2) A certified agenda of the meeting will be created by the presiding officer or his or her designee, sealed and permanently kept in accordance with state law, subject to opening by court order. The certified agenda must include (1) a statement of the subject matter of each deliberation, (2) a record of any further action taken, and (3) an announcement by the presiding officer at the beginning and the end of the closed session indicating the time and date. The presiding officer will certify all certified agendas in accordance with state law. The exception to keeping a certified agenda is a matter discussed solely under Section 551.071 of the Texas Government Code.

(3) Commission Members and staff admitted into the executive session meeting shall not use or possess technology that records both sound and images, including but not limited to, personal computing devices, smart wearables, mobile devices, e-messaging, or social media in a closed Executive Session.

(4) No voting or action shall be taken by the City Commission during an executive session. Action on executive session items must be taken during the public/open session of the City Commission meeting. Action may include the taking of no action at all.

(5) Appropriate city staff are permitted in executive sessions as appropriate for the items to be discussed.

(6) No other subject other than that posted on the agenda is to be considered. Adjournment of the executive session and any vote needed shall be made during the open public meeting.

(7) For executive sessions or closed meetings, Commission Members and staff participating remotely must take appropriate measures to ensure that audio and video communications are inaccessible to unauthorized persons to preserve confidentiality and attorney-client privilege.

(8) Disclosure of topics to be discussed shall only be made to the public in accordance with the requirements of the Texas Open Meetings Act or Texas Public Information Act.

(9) Legal advice discussed in executive session shall remain confidential unless the City Commission votes to waive the attorney-client privilege. Except for action taken in open session, no Commission Member, staff member, or legal counsel may disclose the deliberations in executive session on matters discussed under other lawful exceptions under the Texas Open Meetings Act.

(10) Commission Members, staff members, or legal counsel shall respect the confidentiality of information concerning City property, personnel, or proceedings of the City. They shall neither disclose confidential information without proper legal authorization nor use such information to advance their personal interests. City officials shall keep all matters discussed in executive session confidential. Any City official who shares any part or portion of the discussions, discourse, presentations, or information heard or presented during an executive session shall be deemed to have violated Chapter 38, Ethics Code.

**Secs. 2-27—2-55. Reserved.**

**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.** 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. Pursuant to the City Charter, this Ordinance shall become effective upon its second and final reading and passage, and after publication of the caption and penalty clause of this ordinance.

**Section 7.** Open Meetings. That it is hereby found, determined, and declared as a matter of legislative finding, 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 4th day of August, 2026.

**APPROVED AND PASSED at a PUBLIC HEARING and on the SECOND and FINAL READING** on this the 18th day of August, 2026.

_____
John Cowen, Jr.
Mayor

**ATTEST:**

Mayra A. Rios, TRMC
City Secretary

**APPROVED AS TO FORM AND LEGALITY:**

Guillermo (Will) S. Trevino
City Attorney

| | |
|---|---|
| To: | Mayor and City Commission |
| Through: | Alan Guard, Interim City Manager |
| From: | Mayra Rios, City Secretary |
| Date: | Tuesday, August 18, 2026 |
| Agenda #: | Consideration and **APPROVAL** on **SECOND** and **FINAL READING** acknowledging the City Secretary's Certificate of Sufficiency for the Charter Amendment Petition, proposing the Brownsville First Jobs & Contracts Policy, establishing provisions relating to local hiring, City-funded contracts, small business participation, workforce development, transparency, and safe working conditions; and **APPROVAL** on **SECOND** and **FINAL READING** on **Ordinance Number 2026-1819** ordering a Charter Amendment Election to be held on Tuesday, November 3, 2026; providing for the publication and posting of notice; providing for early voting dates, times, and locations; and dealing with related matters. (Office of the City Secretary/Office of the City Attorney)<br><br>Consideración y **APROBACIÓN** en **SEGUNDA** y **ÚLTIMA LECTURA** para dar constancia del Certificado de Suficiencia de la Secretaria Municipal para la Petición de Enmienda a la Carta Municipal que propone la adopción de la Política Brownsville First Jobs & Contracts, estableciendo disposiciones relacionadas con la contratación local, los contratos financiados por la Ciudad, la participación de pequeñas empresas, el desarrollo de la fuerza laboral, la transparencia y condiciones laborales seguras; y Consideración y **APROBACIÓN** en **SEGUNDA** y **ÚLTIMA LECTURA** de la Ordenanza número de la **Ordenanza Número 2026-1819** ordenando una elección de enmienda a la Carta Municipal para llevarse a cabo el martes, 3 de noviembre de 2026; disponiendo la publicación y fijación de avisos; estableciendo las fechas, horarios y lugares de la votación anticipada; y tratando asuntos relacionados. (Oficina de la Secretaria Municipal/Oficina del Abogado Municipal) |

**Summary:**
On June 24, 2026, the Office of the City Secretary received a Charter Amendment Petition proposing to amend the Charter of the City of Brownsville by proposing to adopt the Brownsville First Jobs & Contracts Policy, which establishes provisions relating to local hiring, City-funded contracts, small business participation, workforce development, transparency, and safe working conditions.

The petition consisted of 1,236 petition sheets containing 8,195 submitted signatures. Pursuant to Texas Local Government Code §9.004, the petition was required to contain 5,339 valid signatures, representing five percent (5%) of the City's 106,777 qualified voters.

Because the petition contained more than 1,000 signatures, the Office of the City Secretary utilized the statistical sampling method authorized by Texas Election Code § 277.003, reviewing and verifying a statistical sample of 2,049 signatures. Upon completion of the verification process, the sample results were submitted for an independent statistical analysis, which concluded that the petition is estimated to contain 6,111 valid signatures, exceeding the minimum statutory requirement of a 95% confidence level.

Based on the completed verification process and the independent statistical analysis, the Office of the City Secretary determined that the petition satisfies the signature requirements prescribed by law and has issued a Certificate of Sufficiency.

**Project Scope and Analysis:**
Pursuant to Texas Local Government Code § 9.004, the City Commission is requested to acknowledge the City Secretary's Certificate of Sufficiency and consider adoption of the attached Ordinance ordering a Charter Amendment Election on November 3, 2026, for submission of the proposed Charter amendment to the qualified voters of the City in accordance with the City Charter and applicable state law.

Pursuant to Texas Election Code § 3.005(c), an election must be ordered not later than the 78th day before Election Day. For the November 3, 2026 Uniform Election, the statutory deadline for the City Commission to order the election is August 17, 2026.

In accordance with Texas Election Code Chapter 272 and applicable federal law, the proposed Election Order and ballot proposition are provided in both English and Spanish. The agenda caption and all election materials have or will be prepared in the required bilingual format.

**Funding:**

**Source:** Costs associated with conducting the Charter Amendment Election will be included within the City's election budget and administered in coordination with the Cameron County Elections Administrator.

**Amount:** N/A

**Local Contribution if Applicable:**

**Recommendation:**
Staff recommends approval, as presented.

**Commission Pillar:**
Governance

**Attachments:**
1. ORDINANCE NO. 2026-1819 8.18.2026
2. Exhibit A – Certificate of Sufficiency of Petition

3. Exhibit B – Proposed Charter Amendment (Brownsville First Jobs & Contracts Policy)
4. Exhibit C - Early Voting Locations for General Elections
5. Exhibit D - Election Day Vote Centers
6. Report on Analysis of City Charter Amendment petition

**ORDINANCE NO. 2026-1819**

**AN ORDINANCE OF THE CITY OF BROWNSVILLE, TEXAS, ACKNOWLEDGING THE CITY SECRETARY'S CERTIFICATE OF SUFFICIENCY FOR A CHARTER AMENDMENT PETITION PROPOSING THE ADOPTION OF THE "BROWNSVILLE FIRST JOBS & CONTRACTS POLICY"; ORDERING A CHARTER AMENDMENT ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026; PROVIDING FOR THE SUBMISSION OF THE PROPOSED CHARTER AMENDMENT TO THE QUALIFIED VOTERS OF THE CITY; PROVIDING FOR THE BALLOT PROPOSITION; PROVIDING FOR EARLY VOTING DATES, TIMES, AND LOCATIONS; PROVIDING FOR PUBLICATION, POSTING, AND NOTICE OF THE ELECTION; PROVIDING FOR BILINGUAL ELECTION MATERIALS; PROVIDING FOR ELECTION ADMINISTRATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND DEALING WITH RELATED MATTERS.**

**WHEREAS**, Section 9.004 of the Texas Local Government Code authorizes qualified voters of a home-rule municipality to propose amendments to the municipal charter by petition; and

**WHEREAS,** Section 9.004 of the Texas Local Government Code authorizes qualified voters of a home-rule municipality to propose amendments to the municipal charter by petition; and

**WHEREAS,** On June 24, 2026, the Office of the City Secretary received a Charter Amendment Petition proposing to amend the Charter of the City of Brownsville by adopting the Brownsville First Jobs & Contracts Policy, establishing provisions relating to local hiring, City-funded contracts, small business participation, workforce development, transparency, and safe working conditions; and

**WHEREAS,** the petition consisted of 1,236 petition sheets containing 8,195 submitted signatures; and

**WHEREAS,** pursuant to Texas Local Government Code § 9.004, the petition was required to contain 5,339 valid signatures, representing five percent (5%) of the City's 106,777 qualified voters; and

**WHEREAS,** because the petition contained more than one thousand (1,000) signatures, the Office of the City Secretary utilized the statistical sampling method authorized by Texas Election Code § 277.003, reviewing and verifying a statistical sample of 2,049 signatures; and

**WHEREAS,** upon completion of the verification process and receipt of the independent statistical analysis prepared, the City Secretary determined that the petition satisfies the signature requirements prescribed by law and issued a Certificate of Sufficiency; and

**WHEREAS,** the City Commission finds that it is appropriate to acknowledge the Certificate of Sufficiency and order a Charter Amendment Election pursuant to Texas Local Government Code § 9.004 and the City Charter.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS:**

**SECTION 1.** The foregoing recitals are hereby incorporated as findings of fact and are adopted as though fully set forth herein.

**SECTION 2.** The City Commission hereby acknowledges receipt of the Certificate of Sufficiency of Petition, attached hereto as "Exhibit A" and incorporated herein by reference for all purposes. The Certificate of Sufficiency, issued by the City Secretary pursuant to Texas Local Government Code § 9.004 and Texas Election Code § 277.003, certifies that the Charter Amendment Petition proposing the Brownsville First Jobs & Contracts Policy satisfies the statutory signature requirements and is sufficient for submission to the qualified voters of the City.

**SECTION 3.** A Charter Amendment Election is hereby ordered and shall be held in and throughout the City of Brownsville, Texas, on Tuesday, November 3, 2026, for the purpose of submitting to the qualified voters of the City the proposed Charter Amendment entitled the Brownsville First Jobs & Contracts Policy, as set forth in "Exhibit B" attached hereto and incorporated herein for all purposes.

The election is ordered pursuant to Texas Local Government Code § 9.004, the Texas Election Code, and the City Charter.

**SECTION 4.** The City of Brownsville shall contract with the Cameron County Elections Administrator to conduct the Charter Amendment Election utilizing the voting equipment certified by the Texas Secretary of State and approved for use by Cameron County. Accessible voting equipment shall be provided at each early voting and Election Day polling location as required by state and federal law.

The following proposition shall be submitted to the qualified voters of the City:

**PROPOSITION N**

**Shall the City Charter of the City of Brownsville be amended by adding Section 35 to Article V, to be entitled the "Brownsville First Jobs & Contracts Policy," to establish requirements and guidelines for City-funded contracts, including provisions related to contractor compliance with applicable laws, safety training, documentation of good-faith efforts to hire local workers, preferences permitted by state law for small and local businesses, creation of a Local Jobs & Business Access Program, transparency measures, and periodic review and reporting, all as set forth in the proposed amendment?**

**FOR _____**

**AGAINST _____**

**SECTION 5.** Early voting by personal appearance shall be conducted by the Cameron County Elections Administrator at locations, dates, and times established in accordance with the Texas Election Code. The Cameron County Elections Administrator is hereby appointed to serve as the Early Voting Clerk for purposes of this election. The official Early Voting Dates, Times, Locations, and Vote-by-Mail Information are attached hereto as Exhibit C and incorporated herein by reference for all purposes. Exhibit C includes the locations designated for early voting by

personal appearance, dates and hours of operation, applications for voting by mail, deadlines prescribed by the Texas Election Code, and other information required by law. The Cameron County Elections Administrator is authorized to make modifications to the early voting schedule, locations, and hours as permitted by the Texas Election Code, and the City Secretary is authorized to update Exhibit C accordingly without further action by the City Commission, provided such changes are authorized by law.

**SECTION 6.** Election Day voting shall be conducted on Tuesday, November 3, 2026, between the hours prescribed by the Texas Election Code. The official Election Day Polling Locations are attached hereto as Exhibit D and incorporated herein by reference for all purposes. The polling locations identified in Exhibit D are those designated by the Cameron County Elections Administrator for use in the Charter Amendment Election. The Cameron County Elections Administrator is authorized to make adjustments to polling locations as permitted by the Texas Election Code, and the City Secretary is authorized to revise Exhibit D as necessary to reflect those changes without further action by the City Commission, provided such revisions are authorized by law.

**SECTION 7.** Notice of the Charter Amendment Election shall be published and posted as required by Texas Local Government Code § 9.004, Chapters 4 and 272 of the Texas Election Code, and all other applicable state and federal laws.

The notice shall include:

- A substantial copy of the proposed Charter Amendment;
- An estimate of the anticipated fiscal impact to the City if approved by the voters;
- The date of the election;
- Early voting information;
- Election Day polling information; and
- Any additional information required by law.

**SECTION 8.** All election materials, including the Notice of Election, ballots, voting instructions, affidavits, applications, and any other forms required for the conduct of the election, shall be prepared in both English and Spanish, and any additional language required by state or federal law.

**SECTION 9.** The City Manager is authorized to negotiate and execute any Joint Election Agreement, Election Services Contract, or related agreements with the Cameron County Elections Administrator necessary to conduct the Charter Amendment Election. The City Secretary, as the City's Election Official, is authorized to coordinate implementation of this Ordinance and perform all duties assigned by the Texas Election Code, the Texas Local Government Code, and the City Charter.

**SECTION 10.** If any section, subsection, sentence, clause, or phrase of this Ordinance is held invalid, the remaining portions shall remain in full force and effect.

**SECTION 11.** This Ordinance shall become effective immediately upon its adoption.

**DULY PASSED** and **APPROVED** on **FIRST** Reading by the City Commission of the City of Brownsville, Texas on this 4th day of August, 2026.

**DULY PASSED** and **APPROVED** on **SECOND AND FINAL** Reading by the City Commission of the City of Brownsville, Texas on this 18th day of August, 2026.

**ATTEST:** **APPROVED:**

_____ _____

Mayra A. Rios, City Secretary John Cowen, Jr., Mayor

**APPROVED AS TO FORM:**

_____

Guillermo (Will) S. Trevino, City Attorney

EXHIBIT A

OFFICE OF THE CITY SECRETARY
Mayra A. Rios, TRMC,
City Secretary/Local Registrar
City.Secretary@brownsvilletx.gov

# CERTIFICATE OF SUFFICIENCY OF PETITION

I, Mayra A. Rios, TRMC, City Secretary of the City of Brownsville, Texas, hereby certify that:

A petition proposing to amend the Charter of the City of Brownsville to adopt the "*Brownsville First Jobs & Contracts Policy*," establishing provisions relating to local hiring, City-funded contracts, small business participation, workforce development, transparency, and safe working conditions, was filed with the Office of the City Secretary on June 24, 2026.

At the time of filing, the petition consisted of 1,236 petition sheets containing 8,195 submitted signatures. In accordance with the City of Brownsville Charter and state law (Texas Local Government Code § 9.004), the required number of signatures for a sufficient petition was 5,339, representing five percent (5%) of the 106,777 qualified voters of the City of Brownsville.

Based on verification against the voter registration rolls obtained from Cameron County, I have determined the following facts regarding this petition:

The raw number of signatures filed with the petition was 8,195. Pursuant to Texas Election Code § 277.003, because the petition contained more than 1,000 signatures, the Office of the City Secretary utilized the statutory random statistical sampling method to verify petition signatures. In accordance with the Election Code, 25 percent (25%) of the submitted signatures were selected for verification, resulting in a statistical sample of 2,049 signatures.

Based on the analysis of the statistical sample results, it has been determined that the petition meets the minimum number of qualifying signatures required under Texas Local Government Code § 9.004. Of the 2,049 sample signatures reviewed under the statistical sampling method authorized by Texas Election Code § 277.003, 470 sample signatures were determined to be non-qualifying, consisting of 17 duplicate signatures of registered voters who signed more than once, 277 signatures from individuals who were not registered voters, 126 signatures from individuals residing outside the City of Brownsville corporate limits, 37 signatures with missing required information, and 13 signatures disqualified for other statutory deficiencies. The remaining 1,579 sample signatures were verified as qualifying signatures of registered voters.

Based on the independent statistical analysis, the petition is statistically estimated to contain the statutory minimum number of qualifying valid signatures required by law.

Based upon the verified statistical sample, the independent statistical analysis, and the findings set forth herein, I hereby determine that the petition satisfies the signature requirements prescribed by Texas Local Government Code § 9.004 and is therefore SUFFICIENT. The statistical analysis report is attached hereto and incorporated by reference as supporting documentation.

**IN WITNESS WHEREOF,** I have hereunto set my hand and affixed the official seal of the City of Brownsville on this the 28th day of July 2026.

(Official Seal)




Mayra A. Rios

Mayra A. Rios, TRMC
City Secretary
City of Brownsville

# Report on Analysis of Brownsville City Charter Amendment Petition

**We estimate that there are 6,111 valid signatures on the Brownsville City Charter Amendment petition. Using a random sample of a size required by law, the City of Brownsville is 95% confident that the true number of valid signatures on the entire petition exceeds 5,985 and is 95% confident that the true number of valid signatures on the entire petition is less than 6,237. Furthermore, Brownsville is virtually certain that the true number exceeds 5,339.**

A total of 8,195 lines of names were submitted on the Brownsville City Charter Amendment Petition. A random sample of 2,049 of these lines was checked. 470 of the sample lines were disqualified on account of being duplicate signatures of registered voters who signed more than once (17), for not being registered voter (277), outside City limits (126), missing required information (37), or for other reasons (13). The remaining 1,579 sample lines were validated as bearing qualified signatures of registered voters.

Using these figures, we estimate that there are 6,111 valid signatures on the Brownsville City Charter Amendment petition. The method used for calculating this estimate is based on Goodman's method (*The Annals of Mathematical Statistics*, 1949, pp. 572-579), supplemented with variance estimate based on Haas and Stokes (*Journal of the American Statistical Association*, 1998, pp. 1475-1487.) The estimate of 6,111 valid signatures adjusts properly for the effect of multiple signatures. In principle, it is incorrect to extrapolate the 1,579 valid signatures that were found in the sample by simply multiplying 1,579 by the petition-to-sample-size ratio 8,195 ÷ 2,049 = 4 (approximately). Also, the presence of multiple signatures in the sample can substantially increase the margin of error for the estimate. The method used correctly calculates both the estimate and the margin of error; the simple extrapolation does not. The effect of increased margin of error is to reduce confidence that the required minimum number of signatures was submitted. However, the correct margin of error is still very small relative to the difference between the estimate of 6,111 and the benchmark minimum figure of 5,339. The result is that it is almost mathematically certain that the petition contains at least 5,339 valid signatures.

Random number generation of the sample was done with the Mersenne Twister algorithm using the R statistical software program. Details on proper ways to adjust for multiple signatures are given in the references cited above.

# Number of Valid Signatures on Brownsville City Charter Amendment Petition is Estimated to be 6,111

The City of Brownsville has determined that the City Charter Amendment petition meets the requirement for the minimum number of signatures of valid voters if the required minimum is 5,339. 8,195 lines of names were submitted on the petition. A random sample of 2,049 of the submitted lines was checked. 470 of the sample lines were disqualified on account of being duplicate signatures of registered voters who signed more than once (17), for not being registered voter (277), outside City limits (126), missing required information (37), or for other reasons (13). The remaining 1,579 sample lines were validated as bearing qualified signatures of registered voters.

Furthermore, using the random sample, the City of Brownsville estimates that there are 6,111 valid signatures on the City Charter Amendment petition. The City is 95% confident that the true number of valid signatures on the entire petition exceeds 5,985 and is also 95% confident that the true number is less than 6,237. Furthermore, the City is virtually certain that the true number of valid signatures exceeds 5,339.

Caption: A petition to amend the City Charter of Brownsville to ensure taxpayer-funded contracts support local hiring and safe working conditions. Full text of the proposed charter amendment attached.

## BE IT ORDAINED BY THE VOTERS OF THE CITY OF BROWNSVILLE, TEXAS:

### Sec. X.01 – Title.

This article shall be known as the Brownsville First Jobs & Contracts Policy.

### Sec. X.02 – Purpose.

The voters of the City of Brownsville enact this policy to ensure that taxpayer-funded contracts support local hiring, fair access for small businesses, and safe working conditions. The purposes of this policy are to:

(a) Strengthen participation of local and small businesses in City contracts;
(b) Keep public funds circulating in the local economy;
(c) Promote accountability, safety, and transparency in City procurement;
(d) Support training opportunities that connect residents with City-funded work; and
(e) Ensure that City contracts deliver high-quality work and best value for taxpayers, consistent with applicable state procurement laws.

### Sec. X.03 – Definitions.

For purposes of this Article:

(a) City Contract means any agreement for services, labor, or materials exceeding $1,000,001 funded in whole or part by the City.
(b) Local Worker means a person residing within Cameron, Hidalgo, Starr, or Willacy Counties.
(c) Small Business means an independently owned business with 50 or fewer employees.
(d) OSHA-10 means a ten-hour safety training course approved by the Occupational Safety and Health Administration.

### Sec. X.04 – Contract Specifications for City-Funded Projects.

All City Contracts shall include the following contract conditions, to the extent permitted by state and federal law:

(a) Contractors shall certify compliance with all applicable laws, including wage laws (state and federal), and may voluntarily commit to higher wage standards.
(b) Contractors shall ensure that each on-site worker has completed OSHA-10 or equivalent safety training before beginning work.

(c) Contractors shall disclose whether they carry workers' compensation insurance or equivalent coverage and comply with all applicable state disclosure requirements.
(d) Contractors are encouraged, but not required, to make good-faith efforts to hire Local Workers. Contractors must document their good-faith efforts to hire Local Workers.
(e) Contractors shall cooperate with compliance monitoring approved by the City for contract terms.

## Sec. X.05 – Incentives and Prioritization.

(a) Small and Local Business Preference.
The City may establish scoring criteria that give preference to Small Businesses or businesses headquartered in the Rio Grande Valley, provided such criteria comply with state procurement laws.
(b) Workforce Training Partnerships.
Contractors are encouraged to partner with local workforce programs, unions, or educational institutions to recruit and train workers.
(c) Transparency.
The City shall maintain a public dashboard listing contract recipients, available compliance reports, and participation outcomes, provided such criteria comply with state laws.

## Sec. X.06 – Local Jobs & Business Access Program.

The City shall create and maintain a Local Jobs & Business Access Program to:

(a) Assist Small and Local Businesses in bidding for and complying with City Contracts;
(b) Provide free technical assistance in English and Spanish for contract paperwork, compliance, and certification;
(c) Maintain a directory of local contractors who meet contract requirements;
(d) Conduct quarterly outreach and training sessions open to the public;
(e) Coordinate with workforce training entities to help grow a qualified local labor pool.

## Sec. X.07 – Legal Compliance.

This policy applies only as conditions of City contracting and shall not regulate wages, hiring, or benefits outside the scope of public procurement. Implementation must comply with the Texas Local Government Code, the Texas Constitution, House Bill 2127 (2023), and any subsequent state or federal law. The City Attorney shall review contract forms and program rules for compliance prior to enforcement.

## Sec. X.08 – Review and Reporting.

The City Commission shall conduct a public review of this policy every three years, including:

(a) A compliance report from the Procurement Office and any monitors;

(b) A summary of local business participation;
(c) Data from the Local Jobs & Business Access Program;
(d) Public comment and recommendations for improvements.

## Sec. X.09 – Severability.

If any part of this article is found invalid or preempted by state or federal law, the remaining sections shall remain in effect. The City Commission may amend contract forms or program rules to conform to changes in law while preserving the intent of this Article.

**Notice of Early Voting Locations for the General Election**
**to be held on November 3, 2026**

***Early voting by personal appearance will be conducted at the following locations, dates, and times:***

| LOCATION | ADDRESS | DATES | TIMES |
|---|---|---|---|
| Main Early Voting Place | Cameron County Courthouse Judicial Complex 954 E. Harrison St. Brownsville, Texas | Monday, Oct. 19 thru Friday, Oct. 23 | 9:00 am to 7:00 pm |
| | | Saturday, Oct. 24 | 8:00 am to 8:00 pm |
| | | Sunday, Oct. 25 | 10:00 am to 5 pm |
| | | Monday, Oct. 26 thru Friday, Oct. 30 | 8:00 am to 8:00 pm |
| Brownsville Public Library | 2600 Central Blvd. Brownsville, Texas | Monday, Oct. 19 thru Friday, Oct. 23 | 9:00 am to 7:00 pm |
| | | Saturday, Oct. 24 | 8:00 am to 8:00 pm |
| | | Sunday, Oct. 25 | 10:00 am to 5 pm |
| | | Monday, Oct. 26 thru Friday, Oct. 30 | 8:00 am to 8:00 pm |
| BISD Administrative Bldg | 1900 E. Price Rd Brownsville, Texas | Monday, Oct. 19 thru Friday, Oct. 23 | 9:00 am to 7:00 pm |
| | | Saturday, Oct. 24 thru Sunday, Oct. 25 | 10:00 am to 5 pm |
| | | Monday, Oct. 26 thru Friday, Oct. 30 | 8:00 am to 8:00 pm |
| Southmost Public Library | 4320 Southmost Rd. Brownsville, Texas | Monday, Oct. 19 thru Friday, Oct. 23 | 9:00 am to 7:00 pm |
| | | Saturday, Oct. 24 thru Sunday, Oct. 25 | 10:00 am to 5 pm |
| | | Monday, Oct. 26 thru Friday, Oct. 30 | 8:00 am to 8:00 pm |
| Cameron Park Community Center (El Centro Cultural) | 2100 Gregory Ave. Brownsville, Texas | Monday, Oct. 19 thru Friday, Oct. 23 | 9:00 am to 7:00 pm |
| | | Saturday, Oct. 26 thru Sunday, Oct. 25 | 10:00 am to 5 pm |
| | | Monday, Oct. 26 thru Friday, Oct. 30 | 8:00 am to 8:00 pm |
| Harlingen County Annex Bldg. | 3302 Wilson Rd. Harlingen, Texas | Monday, Oct. 19 thru Friday, Oct. 23 | 9:00 am to 7:00 pm |
| | | Saturday, Oct. 24 | 8:00 am to 8:00 pm |
| | | Sunday, Oct. 25 | 10:00 am to 5 pm |
| | | Monday, Oct. 26 thru Friday, Oct. 30 | 8:00 am to 8:00 pm |
| San Benito Community Bldg. | 210 E. Heywood St. San Benito, Texas | Monday, Oct. 19 thru Friday, Oct. 23 | 9:00 am to 7:00 pm |
| | | Saturday, Oct. 24 | 8:00 am to 8:00 pm |
| | | Sunday, Oct. 25 | 10:00 am to 5 pm |
| | | Monday, Oct. 26 thru Friday, October 30 | 8:00 am to 8:00 pm |
| Port Isabel City Hall | 305 E. Maxan St Port Isabel, Texas | Monday, Oct. 19 thru Friday, Oct. 23 | 9:00 am to 7:00 pm |
| | | Saturday, Oct. 24 thru Sunday, Oct. 25 | 10:00 am to 5 pm |
| | | Monday, Oct. 26 thru Friday, Oct. 30 | 8:00 am to 8:00 pm |
| American Legion Hall | 219 E. Commercial Ave. La Feria, Texas | Monday, Oct. 19 thru Friday, Oct 23 | 9:00 am to 7:00 pm |
| | | Saturday, Oct. 24 thru Sunday, Oct. 25 | 10:00 am to 5 pm |
| | | Monday, Oct. 26 thru Friday, Oct. 30 | 8:00 am to 8:00 pm |
| Los Fresnos Community Center | 204 N. Brazil St. Los Fresnos, Texas | Monday, Oct. 19 thru Friday, Oct. 23 | 9:00 am to 7:00 pm |
| | | Saturday, Oct. 24 thru Sunday, Oct. 25 | 10:00 am to 5 pm |
| | | Monday, Oct. 26 thru Friday, Oct. 30 | 8:00 am to 8:00 pm |

**Notice of Early Voting Locations for the General Election**
**to be held on November 3, 2026**

| LOCATION | ADDRESS | DATES | TIMES |
|---|---|---|---|
| New Horizon Health Center | 191 E. Price Rd. Brownsville, Texas | Monday, Oct. 19 thru Friday, Oct. 23 | 9:00 am to 7:00 pm |
| | | Saturday, Oct. 24 thru Sunday, Oct. 25 | 10:00 am to 5 pm |
| | | Monday, Oct. 26 thru Friday, Oct. 30 | 8:00 am to 8:00 pm |
| Harlingen Cultural Arts Center | 576 "76" Dr. Harlingen, Texas | Monday, Oct. 19 thru Friday, Oct. 23 | 9:00 am to 7:00 pm |
| | | Saturday, Oct. 24 thru Sunday, Oct. 25 | 10:00 am to 5 pm |
| | | Monday, Oct. 26 thru Friday, Oct. 30 | 8:00 am to 8:00 pm |
| Rio Hondo Municipal Center | 121 N. Arroyo Blvd Rio Hondo, Texas | Monday, Oct. 19 thru Friday, Oct. 23 | 9:00 am to 7:00 pm |
| | | Saturday, Oct. 24 thru Sunday, Oct. 25 | 10:00 am to 5 pm |
| | | Monday, Oct. 26 thru Friday, Oct. 30 | 8:00 am to 8:00 pm |
| Santa Rosa Maria Luisa Ruiz Guerra County Annex Bldg. | 116 Santa Vista Ave. Santa Rosa, Texas | Monday, Oct. 19 thru Friday, Oct. 23 | 9:00 am to 7:00 pm |
| | | Saturday, Oct. 24 thru Sunday, Oct. 25 | 10:00 am to 5 pm |
| | | Monday, Oct. 26 thru Friday, Oct. 30 | 8:00 am to 8:00 pm |
| UTRGV Student Union Salon Gardenia | 650 Ringgold Rd. Brownsville, Texas | Monday, Oct. 19 thru Friday, Oct. 23 | 9:00 am to 7:00 pm |
| | | Saturday, Oct. 24 thru Sunday, Oct. 25 | 10:00 am to 5 pm |
| | | Monday, Oct. 26 thru Friday, Oct. 30 | 8:00 am to 8:00 pm |
| Los Indios Community Center | 309 Heywood St. Los Indios, Texas | Monday, Oct. 19 thru Friday, Oct. 23 | 9:00 am to 7:00 pm |
| | | Saturday, Oct. 24 thru Sunday, Oct. 25 | 10:00 am to 5 pm |
| | | Monday, Oct. 26 thru Friday, Oct. 30 | 8:00 am to 8:00 pm |
| Town of Rancho Viejo City Hall | 3301 Carmen Ave. Rancho Viejo, Texas | Monday, Oct. 19 thru Friday, Oct. 23 | 9:00 am to 7:00 pm |
| | | Saturday, Oct. 24 thru Sunday, Oct. 25 | 10:00 am to 5 pm |
| | | Monday, Oct. 26 thru Friday, Oct. 30 | 8:00 am to 8:00 pm |
| Bob Clark Social Service Center | 9901 California Rd. Brownsville, Texas | Monday, Oct. 19 thru Friday, Oct. 23 | 9:00 am to 7:00 pm |
| | | Saturday, Oct. 24 thru Sunday, Oct. 25 | 10:00 am to 5 pm |
| | | Monday, Oct. 26 thru Friday, Oct. 30 | 8:00 am to 8:00 pm |
| Santa Maria ISD Administrative Bldg. | Board Room 11119 Military Hwy 281 Santa Maria, Texas | Monday, Oct. 19 thru Friday, Oct. 23 | 9:00 am to 7:00 pm |
| | | Saturday, Oct. 24 thru Sunday, Oct. 25 | 10:00 am to 5 pm |
| | | Monday, Oct. 26 thru Friday, Oct. 30 | 8:00 am to 8:00 pm |
| South Padre Island Community Center | 4501 Padre Blvd South Padre Island, Texas | Monday, Oct. 19 thru Friday, Oct. 23 | 9:00 am to 7:00 pm |
| | | Saturday, Oct. 24 thru Sunday, Oct. 25 | 10:00 am to 5 pm |
| | | Monday, Oct. 26 thru Friday, Oct. 30 | 8:00 am to 8:00 pm |
| City of Laguna Vista City Hall | 122 Fernandez St. Laguna Vista, Texas | Monday, Oct. 19 thru Friday, Oct. 23 | 9:00 am to 7:00 pm |
| | | Saturday, Oct. 24 thru Sunday, Oct. 25 | 10:00 am to 5 pm |
| | | Monday, Oct. 26 thru Friday, Oct. 30 | 8:00 am to 8:00 pm |

Locations subject to change
DRAFT

GENERAL ELECTION
VOTE CENTERS
NOVEMBER 3, 2026

| | VOTE CENTER | ADDRESS | CITY |
|---|---|---|---|
| 1 | Benavides Elementary School | 3101 McAllen Rd. | Brownsville |
| 2 | Bob Clark Social Service Center | 9901 California Rd. | Brownsville |
| 3 | Brownsville Public Library | 2600 Central Blvd. | Brownsville |
| 4 | Burns Elementary School | 1974 E. Alton Gloor Rd. | Brownsville |
| 5 | Cameron County Courthouse Judicial Complex | 954 E. Harrison St. | Brownsville |
| 6 | Cameron Park Community Center (El Centro Cultural) | 2100 Gregory Ave. | Brownsville |
| 7 | Del Castillo-Morningside Elementary School | 1025 Morningside Rd. | Brownsville |
| 8 | Dora Romero Elementary | 9705 Cajun Blvd. | Brownsville |
| 9 | El Jardin Elementary School | 6911 Boca Chica Blvd. | Brownsville |
| 10 | Homer Hanna High School | 2615 Price Rd. | Brownsville |
| 11 | Hudson Elementary School | 2980 FM 802 | Brownsville |
| 12 | J.T. Canales Elementary School | 1811 International Blvd. | Brownsville |
| 13 | James Pace High School | 314 W. Los Ebanos Blvd. | Brownsville |
| 14 | Judge Reynaldo G. Garza at Southmost Elementary School | 5245 Southmost Rd. | Brownsville |
| 15 | Mariano Gonzalez Sr. Elementary School | 4350 Jaime Zapata Ave. | Brownsville |
| 16 | Oliveira Middle School | 444 Land O' Lakes Dr. | Brownsville |
| 17 | Olmito Elementary School | 2500 Arroyo Blvd | Brownsville |
| 18 | Perkins Middle School | 4750 Austin Rd. | Brownsville |
| 19 | R.L. Martin Elementary School | 1701 Stanford Ave. | Brownsville |
| 20 | Raul A. Besteiro Jr. Middle School | 6280 Southmost Rd. | Brownsville |
| 21 | Russell Elementary School | 800 Lakeside Blvd. | Brownsville |
| 22 | Sharp Elementary School | 1439 Palm Blvd. | Brownsville |
| 23 | Simon Rivera High School | 6955 FM 802 | Brownsville |
| 24 | Skinner Elementary School | 411 W. St. Charles St. | Brownsville |
| 25 | Southmost Public Library | 4320 Southmost Rd. | Brownsville |
| 26 | UTRGV Student Union Salon Gardenia | 650 Ringgold St. | Brownsville |
| 27 | Veterans Memorial Early College High School | 4550 US Military Hwy 281 | Brownsville |
| 28 | Yturria Elementary School | 2955 W. Tandy Rd. | Brownsville |
| 29 | Combes Municipal Complex | 21626 Hand Road | Combes |
| 30 | Bowie Elementary School | 309 W. Lincoln St. | Harlingen |
| 31 | Crockett Elementary School | 1406 W. Jefferson St. | Harlingen |
| 32 | Harlingen County Annex Bldg. | 3302 Wilson Rd. | Harlingen |
| 33 | Harlingen Cultural Arts Center | 576 "76" Dr. | Harlingen |
| 34 | Harlingen High School South | 1701 Dixieland Rd. | Harlingen |
| 35 | Long Elementary School | 2601 N. 7th St. | Harlingen |
| 36 | Stuart Place Elementary School | 6701 W. Business 83 | Harlingen |
| 37 | UTRGV (Clinical Education Bldg Auditorium) | 2102 Treasure Hills | Harlingen |
| 38 | Vernon Middle School | 125 S. 13th St. | Harlingen |
| 39 | Zavala Elementary School | 1111 North "B" St. | Harlingen |
| 40 | American Legion Hall | 219 E. Commercial Ave. | La Feria |
| 41 | Laguna Vista City Hall Board Room | 122 Fernandez St | Laguna Vista |
| 42 | Los Fresnos Community Building | 204 N. Brazil St. | Los Fresnos |
| 43 | Liberty Memorial Middle School | 31579 FM 2893 | Los Fresnos |
| 44 | Los Indios Community Center | 309 E. Heywood St. | Los Indios |
| 45 | Villareal Elementary School | 7770 E. Lakeside Blvd. | Olmito |
| 46 | City of Port Isabel City Hall | 305 E. Maxan St. | Port Isabel |
| 47 | City of Primera Municipal Complex | 17635 Primera Rd | Primera |
| 48 | Town of Rancho Viejo City Hall | 3301 Carmen Ave. | Rancho Viejo |
| 49 | Rio Hondo Municipal Center (Civic Center) | 121 N. Arroyo Blvd. | Rio Hondo |
| 50 | Ed Downs Elementary School | 1302 N. Dick Dowling | San Benito |
| 51 | Fred Booth Global Leadership Academy | 705 Zaragoza St. | San Benito |
| 52 | La Encantada School | 35001 FM 1577 | San Benito |
| 53 | La Paloma Elementary School | 35076 Padilla St. | San Benito |
| 54 | San Benito Community Bldg. | 210 E. Heywood St. | San Benito |
| 55 | Sullivan Environmental Science Academy | 900 Elizabeth St. | San Benito |
| 56 | Santa Maria ISD Administrative Bldg. Board Room | 11119 Military Hwy 281 | Santa Maria |
| 57 | Maria Luisa Ruiz Guerra County Annex | 116 Santa Vista Ave. | Santa Rosa |
| 58 | South Padre Island Community Center | 4601 Padre Blvd. | South Padre Island |

# Report on Analysis of Brownsville City Charter Amendment Petition

**We estimate that there are 6,111 valid signatures on the Brownsville City Charter Amendment petition. Using a random sample of a size required by law, the City of Brownsville is 95% confident that the true number of valid signatures on the entire petition exceeds 5,985 and is 95% confident that the true number of valid signatures on the entire petition is less than 6,237. Furthermore, Brownsville is virtually certain that the true number exceeds 5,339.**

A total of 8,195 lines of names were submitted on the Brownsville City Charter Amendment Petition. A random sample of 2,049 of these lines was checked. 470 of the sample lines were disqualified on account of being duplicate signatures of registered voters who signed more than once (17), for not being registered voter (277), outside City limits (126), missing required information (37), or for other reasons (13). The remaining 1,579 sample lines were validated as bearing qualified signatures of registered voters.

Using these figures, we estimate that there are 6,111 valid signatures on the Brownsville City Charter Amendment petition. The method used for calculating this estimate is based on Goodman's method (*The Annals of Mathematical Statistics*, 1949, pp. 572-579), supplemented with variance estimate based on Haas and Stokes (*Journal of the American Statistical Association*, 1998, pp. 1475-1487.) The estimate of 6,111 valid signatures adjusts properly for the effect of multiple signatures. In principle, it is incorrect to extrapolate the 1,579 valid signatures that were found in the sample by simply multiplying 1,579 by the petition-to-sample-size ratio 8,195 ÷ 2,049 = 4 (approximately). Also, the presence of multiple signatures in the sample can substantially increase the margin of error for the estimate. The method used correctly calculates both the estimate and the margin of error; the simple extrapolation does not. The effect of increased margin of error is to reduce confidence that the required minimum number of signatures was submitted. However, the correct margin of error is still very small relative to the difference between the estimate of 6,111 and the benchmark minimum figure of 5,339. The result is that it is almost mathematically certain that the petition contains at least 5,339 valid signatures.

Random number generation of the sample was done with the Mersenne Twister algorithm using the R statistical software program. Details on proper ways to adjust for multiple signatures are given in the references cited above.

# Number of Valid Signatures on Brownsville City Charter Amendment Petition is Estimated to be 6,111

The City of Brownsville has determined that the City Charter Amendment petition meets the requirement for the minimum number of signatures of valid voters if the required minimum is 5,339. 8,195 lines of names were submitted on the petition. A random sample of 2,049 of the submitted lines was checked. 470 of the sample lines were disqualified on account of being duplicate signatures of registered voters who signed more than once (17), for not being registered voter (277), outside City limits (126), missing required information (37), or for other reasons (13). The remaining 1,579 sample lines were validated as bearing qualified signatures of registered voters.

Furthermore, using the random sample, the City of Brownsville estimates that there are 6,111 valid signatures on the City Charter Amendment petition. The City is 95% confident that the true number of valid signatures on the entire petition exceeds 5,985 and is also 95% confident that the true number is less than 6,237. Furthermore, the City is virtually certain that the true number of valid signatures exceeds 5,339.

| | |
|---|---|
| To: | Mayor and City Commission |
| Through: | Alan Guard, Interim City Manager |
| From: | Stephen Muse, Accountant III |
| Date: | Tuesday, August 18, 2026 |
| Agenda #: | Public Hearing and **ACTION** on **FIRST READING** to adopt end-of-year budget amendment **Ordinance Number 2026-1781-B** to amend the Fiscal Year 2026 Budget. (Financial Services Department) |

**Summary:**
Financial Services staff will present on Ordinance Number **2026-1781-B** amending the fiscal year 2026 budget. This year-end budget amendment will be funded by fund balance, surplus revenue funds, fees, donations, and sponsorships.

**Project Scope and Analysis:**
Highlights from Amendment List:

- $8.6 million General Fund amendment, fully balanced between funding sources and expenditures.
- $3.26 million use of General Fund fund balance.
- $3.0 million additional transfer from the Bridge Fund.
- $2.0 million increase in projected surplus sales tax revenue.
- $2.63 million for Cannery construction.
- $1.0 million DHR Chapter 380 economic development agreement.
- $409,572 for the City's Disaster Recovery System.
- Numerous personnel reclassifications, salary adjustments, and new positions to address operational needs.
- Dedicated funding for libraries, animal services, youth programs, parks, downtown activities, and community events.
- Amendments across the Bridge, Landfill, Golf Center, Employee Benefits, Convention & Tourism, Debt Service, Parking, and Fleet funds are also fully balanced with no net budgetary shortfall.

**Funding:**

**Source:**

**Amount:**

**Local Contribution if Applicable:**

**Recommendation:**

Financial Services recommends approval.

**Commission Pillar:**

Governance

**Attachments:**

1. PH 5.01a Ord 2025-1781-B EOY Amd
2. PH 5.01b EOY Amd List

**ORDINANCE NUMBER 2025-1781-B**

**ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS AMENDING THE FISCAL YEAR 2025 BUDGET FOR THE FOLLOWING FUNDS: (1) GENERAL FUND, (2) CONVENTION AND TOURISM FUND (3) BRIDGE FUND, (4) LANDFILL FUND, (5) FLEET AND FACILITY SERVICES FUND, AND (6) AIRPORT FUND.**

**WHEREAS,** the City Commission of the City of Brownsville approved the fiscal budget for the year 2026 on September 2, 2025, in Ordinance Number 2025-1781.

**WHEREAS,** in accordance with the City Charter of the City of Brownsville, Texas and budgetary laws of the State governing home rule cities, the city manager has hereby submitted to the City Commission the attached fiscal year 2026 budget amendments for the following funds: (1) General Fund, (2) Convention and Tourism Fund, (3) Bridge Fund, (4) Landfill Fund, (5) Fleet and Facility Services Fund, (6) Debt Service Fund, (7) Motor Vehicle Parking Fund, (8) Brownsville Golf Center Fund, (9) Employee Benefit, and (10) Information Technology Fund.

**WHEREAS**, all prerequisites heretofore required by law have been met and the attached fiscal year 2025 budget amendments for the following funds: (1) General Fund, (2) Convention and Tourism Fund, (3) Bridge Fund, (4) Landfill Fund, (5) Fleet and Facility Services Fund, (6) Debt Service Fund, (7) Motor Vehicle Parking Fund, (8) Brownsville Golf Center Fund, (9) Employee Benefit, and (10) Information Technology Fund

**NOW, THEREFORE BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS:**

Section 1. That the attached budget amendments for the following funds: (1) General Fund, (2) Convention and Tourism Fund, (3) Bridge Fund, (4) Landfill Fund, (5) Fleet and Facility Services Fund, (6) Debt Service Fund, (7) Motor Vehicle Parking Fund, (8) Brownsville Golf Center Fund, (9) Employee Benefit, and (10) Information Technology Fund are emergency expenditures to meet unusual/unforeseen conditions and/or to change the budget for the municipal purposes.

Section 2. That the attached fiscal year 2025 budget amendments for the following funds: (1) General Fund, (2) Convention and Tourism Fund, (3) Bridge Fund, (4) Landfill Fund, (5) Fleet and Facility Services Fund, (6) Debt Service Fund, (7) Motor Vehicle Parking Fund, (8) Brownsville Golf Center Fund, (9) Employee Benefit, and (10) Information Technology Fund are prepared and submitted to the City Commission and are hereby adopted.

**WHEREAS, ADOPTED AND APPROVED** by the City Commission of the City of Brownsville, Texas at the First Reading and after a Public Hearing at a meeting held on Tuesday, August 18, 2026.

**WHEREAS, ADOPTED AND APPROVED** by the City Commission of the City of Brownsville, Texas at a meeting thereof held on Tuesday, September 1, 2026.

_____
John Cowen
Mayor, City of Brownsville, Texas

Attest:

_____
Mayra Rios
City Secretary

# Fiscal Year 2026 Year- End Budget Amendment

| Department | Description | Amount |
|---|---|---|
| **General Fund** | | |
| Revenues and Fund Balance | | |
| Communications and Marketing | Misc. Contributions CMD Events | 38,000 |
| Health, Wellness, & Animal Services | Misc Contributions PetCo Love Grant | 25,000 |
| Health, Wellness, & Animal Services | Misc Contributions- ASPCA Grant | 17,000 |
| Library | Furniture - Main and Southmost Library | 84,664 |
| Service & Contingency/GG | ONECity Youth Scholarship | 17,000 |
| Service & Contingency/PH | Animal Shelter - Donations | 5,600 |
| Communications and Marketing | Misc. Revenues Sponsorships | 72,000 |
| Communications and Marketing | Misc. Revenues Sponsorships | 4,300 |
| Parks & Recreation | Misc. Revenues FA133 4th of July | 27,573 |
| Municipal Court | Mun. Court Spec Fines FR182 | 20,563 |
| Service & Contingency/GG | Local Youth Div. Fund | 2,000 |
| Parks & Recreation | Subdivision Park Fee Fund | 1,295 |
| Service & Contingency/GG | Fund Balance Assigned | 4,550 |
| Service & Contingency/PS | Fund Balance Assigned | 14,900 |
| Service & Contingency/CR | Fund Balance Committed | 3,000 |
| Service & Contingency/PS | Fund Balance Restricted | 7,101 |
| Service & Contingency/GG | Fund Balance Restricted | 5,000 |
| General Fund | Sales Tax | 2,000,000 |
| Bridge Fund | Transfer from Bridge Fund | 3,000,000 |
| General Fund | Fund Balance | 3,260,000 |
| | Total | 8,609,546 |
| Expenditures | | |
| City Secretary | DocAccess | 43,605 |
| Communications and Marketing | Mayoral requests for travel and State of the City and | 59,493 |
| Fire | Stericycle contract & credit card fees | 16,000 |
| Service & Contingency/GG | Errors & Omissions Insurance | 64,400 |
| Service & Contingency/GG | County Collection Fee | 38,200 |
| Service & Contingency/GG | County Appraisal District | 527,000 |
| Service & Contingency/PS | Special Projects | 60,800 |
| Service & Contingency/PS | Lawsuit Contingency | 6,500 |
| Service & Contingency/ED | Ch 380 SBB Holdings | 8,200 |
| Service & Contingency/GG | City Share BTX Parking for Empolyees | 6,410 |
| Service & Contingency/GG | Retiree Health Ins. - Civ/Fire | 277,500 |
| Service & Contingency/GG | Retiree Health Ins. - Police | 1,040,000 |
| Service & Contingency/GG | Mr. Amigo | 13,500 |
| Service & Contingency/GG | Trail North Resaca Crossing | 10,400 |

## Fiscal Year 2026 Year- End Budget Amendment

| Department | Description | Amount |
|---|---|---|
| Service & Contingency/GG | Account Analysis Payment | 73,000 |
| Service & Contingency/GG | Levi's Building Storage Rental | 68,300 |
| Service & Contingency/GG | Texan By Nature/HEB | 5,140 |
| | | |
| City Attorney | Seasonal employee - intern | 6,000 |
| Enterprise Project Management | Personnel - Position Reclassification | 13,100 |
| Financial Services | Personnel - Position reclassification | 31,500 |
| City Auditor | Personnel - Position reclassification | 7,050 |
| Org. Dev. & Human Resources | Personnel - Salary adjustment | 5,800 |
| Org. Dev. & Human Resources | Personnel - Position reclassification | 4,710 |
| Police Administration | Personnel - Fiscal Tech. Position | 13,000 |
| Police Administration | Personnel - New positions | 11,500 |
| Greens | Personnel - New positions | 42,500 |
| Communications and Marketing | Personnel - Salary adjustment | 11,500 |
| Communications and Marketing | Personnel - Position reclassification | 10,000 |
| Health, Wellness, & Animal Services | Personnel - HWAS Asst Director | 18,000 |
| Health, Wellness, & Animal Services | Personnel - Salary adjustment | 6,500 |
| Engineering and Pulic Works | Personnel - Salary adjustment | 6,150 |
| Engineering and Pulic Works | Personnel - Salary adjustment | 5,375 |
| Engineering and Pulic Works | Personnel - Salary adjustment | 1,375 |
| Parks & Recreation | Personnel - Salary adjustment | 2,500 |
| Org. Dev. & Human Resources | Bradley Ford - compensation analysis. | 55,000 |
| Org. Dev. & Human Resources | Employee Tuition Reimbursement | 47,000 |
| Org. Dev. & Human Resources | 457 Pension Plan Consultant | 40,000 |
| Financial Services | Utilities Street Lights | 100,000 |
| Financial Services | Utilities Traffic Signals | 100,000 |
| Internal Services | Maintenance for Historic Brownsville Museum | 18,600 |
| Police Administration | Downtown cameras | 8,520 |
| Planning & Redevelopment Srvcs. | First Friday | 30,000 |
| Internal Services | Personnel - New seasonal employees | 32,500 |
| Org. Dev. & Human Resources | Auto Liability Insurance | 53,372 |
| City Manager | Professional Services | 260,000 |
| | | |
| City Manager | DHR 380 Agreement | 1,000,000 |
| City Manager | Capital Reserve and Economic Development | 400,000 |
| City Manager | Cannery Construction | 600,000 |
| City Manager | Cannery Construction | 2,029,800 |
| Information Technology | Disaster Recovery System | 409,572 |
| Org. Dev. & Human Resources | Gen. Liability & Prop Damage Ins | 414,000 |
| Org. Dev. & Human Resources | Auto Liability Insurance | 146,628 |

## Fiscal Year 2026 Year- End Budget Amendment

| Department | Description | | Amount |
|---|---|---|---|
| Service & Contingency/GG | PD Chief's Golf Tournament | | 2,000 |
| Service & Contingency/GG | Main St District Program | | 2,550 |
| Service & Contingency/PS | Christmas-Firefighters | | 14,900 |
| Service & Contingency/CR | Sports Park-Fitness Court | | 1,000 |
| Service & Contingency/CR | Dean Porter Park-Fitness Court | | 1,000 |
| Service & Contingency/CR | Morningside Park-Fitness Court | | 1,000 |
| Service & Contingency/PS | BPD Women's Inclusion Wrks | | 7,101 |
| Service & Contingency/GG | City Sec Document Preserv | | 5,000 |
| Health, Wellness, & Animal Services | PetCo Love Grant funds | | 25,000 |
| Health, Wellness, & Animal Services | ASPCA Grant funds | | 17,000 |
| Library | Furniture for Main and Southmost Library | | 84,664 |
| Service & Contingency/GG | ONECity Youth Scholarship | | 17,000 |
| Service & Contingency/PH | Animal Shelter - Donations | | 5,600 |
| Communications and Marketing | Charro Days and State of the City magazine | | 38,000 |
| Communications and Marketing | Charro Days and State of the City magazine | | 4,300 |
| Communications and Marketing | Personnel - Multiplatform Producer | | 72,000 |
| Parks & Recreation | Fourth of July Performance Donations | | 27,573 |
| Municipal Court | Audio Recording system | | 20,563 |
| Service & Contingency/GG | Local Youth Div. Fund | | 2,000 |
| Parks & Recreation | Wildlife Habitant Assessment | | 1,295 |
| | | Total | 8,609,546 |
| Expenditures Over/(Under) Revenues and Fund Balance | | | - |
| Unfunded Requests | | | |
| City Attorney | Services by Chapman Firm | | 30,000 |
| City Attorney | Web Sub - HighQ - Thomson Reuters | | 30,000 |
| | | Total | 60,000 |

## Convention and Tourism Fund

| | | | |
|---|---|---|---|
| Revenues and Fund Balance | | | |
| Convention and Tourism Fund | Fund Balance | | 19,750 |
| | | Total | 19,750 |
| Expenditures | | | |
| Conv. & Visitors Bureau | Personnel - Salary adjustment | | 3,250 |

## Fiscal Year 2026 Year- End Budget Amendment

| Department | Description | | Amount |
|---|---|---|---|
| Conv. & Visitors Bureau | Personnel - New Position | | 16,500 |
| | | Total | 19,750 |
| Expenditures Over/(Under) Revenues and Fund Balance | | | - |

### General Bonded Debt Service

| | | | |
|---|---|---|---|
| Revenues and Fund Balance | | | |
| Airport | Transfer from Airport Construction Fund | | 250,000 |
| Landfill | Transfer from Landfill | | 300,000 |
| | | Total | 550,000 |
| Expenditures | | | |
| Debt Service Bond Fd Expend | C.O. Principal | | 250,000 |
| Debt Service Bond Fd Expend | C.O. Principal | | 300,000 |
| | | Total | 550,000 |
| Expenditures Over/(Under) Revenues and Fund Balance | | | - |

### Bridge Fund

| | | | |
|---|---|---|---|
| Revenues and Fund Balance | | | |
| Bridge Fund | Fund Balance | | 3,304,000 |
| | | | 3,304,000 |
| Expenditures | | | |
| Bridge Fund | Transfer to General Fund | | 3,000,000 |
| Capital Reserve and Economic Develop. | Contingencies | | 184,000 |
| Planning & Redevelopment Serv. | Building Inspection vehicles | | 120,000 |
| | | | 3,304,000 |
| Expenditures Over/(Under) Revenues and Fund Balance | | | - |

# Fiscal Year 2026 Year- End Budget Amendment

| Department | Description | | Amount |
|---|---|---|---|
| **Motor Vehicle Parking Fund** | | | |
| Revenues and Fund Balance | | | |
| Motor Vehicle Parking Fund | Transfer from General Fund | | 38,520 |
| | | Total | 38,520 |
| Expenses | | | |
| Police Administration | Downtown cameras | | 8,520 |
| Planning & Redevelopment Srvcs. | First Friday | | 30,000 |
| | | Total | 38,520 |
| Expenditures Over/(Under) Revenues and Fund Balance | | | - |
| **Landfill Fund** | | | |
| Revenues and Fund Balance | | | |
| Landfill Fund | Transfers from C.O. Fund | | 286,374 |
| Landfill Fund | Fund Balance | | 300,000 |
| Landfill Fund | Fund Balance | | 1,000,000 |
| | | Total | 1,586,374 |
| Expenses | | | |
| Landfill | Landfill Sanitation Building Construction | | 286,374 |
| Landfill | Transfer to Debt Service Fund | | 300,000 |
| Landfill | Fuel & Lubricants | | 95,007 |
| Hot Shot Crew | Fuel & Lubricants | | 23,928 |
| Landfill | Motor Vehicles Non Target | | 7,038 |
| Landfill | Motor Vehicles Target | | 438,487 |
| Hot Shot Crew | Motor Vehicles Target | | 35,540 |
| Landfill | PUB Collection Fees | | 400,000 |
| | | Total | 1,586,374 |
| Expenditures Over/(Under) Revenues and Fund Balance | | | - |

# Fiscal Year 2026 Year- End Budget Amendment

| Department | Description | | Amount |
|---|---|---|---|
| **Brownsville Golf Center Fund** | | | |
| Revenues and Fund Balance | | | |
| Brownsville Golf Center Fund | Transfers from C.O. funds | | 526,074 |
| | | Total | 526,074 |
| Expenses | | | |
| Parks & Recreation | Golf Course Pumps | | 526,074 |
| | | Total | 526,074 |
| Expenditures Over/(Under) Revenues and Fund Balance | | | - |
| **Employee Benefit Fund** | | | |
| Revenues and Fund Balance | | | |
| Employee Benefit Fund | Insurance City Contributions | | 1,000,000 |
| | | | 1,000,000 |
| Expenses | | | |
| Safety/Risk Management | Personnel - Position reclassification | | 31,000 |
| Employee Benefit Fund | Medical Claims | | 969,000 |
| | | | 1,000,000 |
| Expenditures Over/(Under) Revenues and Fund Balance | | | - |
| **Fleet and Facility Services Fund** | | | |
| Revenues and Fund Balance | | | |
| Fleet and Facility Srvcs Fund | Transfer from General Fund | | 32,500 |
| | | Total | 32,500 |
| Expenses | | | |
| Call Center | Personnel - New seasonal employees | | 32,500 |
| | | Total | 32,500 |

# Fiscal Year 2026 Year- End Budget Amendment

| Department | Description | Amount |
|---|---|---|
| Expenditures Over/(Under) Revenues and Fund Balance | | - |

| | |
|---|---|
| To: | Mayor and City Commission |
| Through: | Alan Guard, Interim City Manager |
| From: | Cori Peña, President and Chief Executive Officer for BCIC |
| Date: | Tuesday, August 18, 2026 |
| Agenda #: | Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 2026-1815** of the City of Brownsville, Texas, to adopt the Fiscal Year 2027 Annual Budget for BCIC. (BCIC) |

**Summary:**
This item is a public hearing to consider the adoption of the Fiscal Year 2027 budget for the Brownsville Community Improvement Corporation. The proposed budget has been prepared in ordinance form for adoption this year.

If approved by the Commission on August 18, 2026, the final adoption will be scheduled for September 1, 2026.

**Project Scope and Analysis:**
N/A

**Funding:**

**Source:**
**Amount:**
**Local Contribution if Applicable:**

**Recommendation:**
BCIC Recommends Approval of the FY 2027 Budget

**Commission Pillar:**
Economic Development, Quality of Life & Vibrancy

**Attachments:**
1. PH 6.01 Ord 2026-1815 FY26 Bgt Ordinance - BCIC - TYPE B
2. BCIC FY2027 Budget Memo Public Hearing Aug18

ORDINANCE NUMBER 2026-1815

AN ORDINANCE BY THE CITY OF BROWNSVILLE, TEXAS, APPROVING THE BROWNSVILLE COMMUNITY IMPROVEMENT CORPORATION BUDGET FOR FISCAL YEAR 2026-2027 BEGINNING ON OCTOBER 1, 2026 AND ENDING ON SEPTEMBER 30, 2027.

WHEREAS, the Type B Brownsville Community Improvement Corporation ("Corporation") was created by the City of Brownsville, Texas, pursuant to the Texas Development Corporation Act, Texas Local Government Code Chapter 505; and

WHEREAS, Section 501.073 of the Texas Local Government Code requires the Corporation to prepare an annual budget of expected revenues and expenditures for the fiscal year and to submit the budget to the City Commission for approval; and

**WHEREAS**, the Board of Directors of the Corporation has reviewed, approved, and submitted to the City Commission the proposed budget for Fiscal Year 2027, which sets forth the anticipated revenues and planned expenditures necessary to carry out the Corporation's programs and projects; and

**WHEREAS**, the City Commission has reviewed the proposed budget and finds it to be in the best interest of the City and in compliance with applicable law;

NOW, THEREFORE BE IT ORDAINED BY THE CITY OF BROWNSVILLE, TEXAS:

Section 1. The Fiscal Year 2027 Budget for the Brownsville Community Improvement Corporation Type B Economic Development Corporation, as approved by the Corporation's Board of Directors and attached hereto as *Exhibit A*, is hereby approved in all respects.

Section 2. The Corporation is authorized to expend funds in accordance with the approved budget and applicable procurement and financial policies.

Section 3. Any amendment to the approved budget must be adopted by the Corporation's Board of Directors and approved by the City Commission in accordance with Section 505.151, Texas Local Government Code.

INTRODUCED AND PASSED on the first reading on this the 18th day of August, 2026.

Passed on the second and final reading and approved on this the 1st day of September, 2026.

_____
John Cowen, Jr.
Mayor, City of Brownsville, TX

ATTEST:

_____
Mayra Rios
City Secretary

# MEMORANDUM

**To:** Honorable Mayor and Members of the Brownsville City Commission
**From:** Cori Peña, President/CEO and Victoria Padrón, COO
**Date:** August 18, 2026
**Subject:** FY 2027 BCIC Proposed Budget — Public Hearing and First Reading

## Purpose and Status

The Brownsville Community Improvement Corporation (BCIC) presents its FY2027 Proposed Budget of **$10,073,798** for public hearing and first reading. The budget was approved by the BCIC Board of Directors on July 27, 2026, and was presented to the City Commission at the August 4, 2026, budget workshop.

No changes were requested at the workshop, and no changes have been made. The budget presented for first reading is identical in every amount to the budget presented on August 4.

## Budget Summary

| | FY 2027 PROPOSED | % OF BUDGET |
|---|---|---|
| **SOURCES OF FUNDS** | | |
| Projected revenues | $9,364,189 | 93.0% |
| Appropriated fund balance (FY2026 funds carried forward) | $709,609 | 7.0% |
| **Total Sources of Funds** | **$10,073,798** | **100.0%** |
| **USES OF FUNDS** | | |
| City of Brownsville Quality of Life | $4,011,097 | 39.8% |
| BCIC Operations | $2,258,151 | 22.4% |
| Community Development Programs | $1,950,230 | 19.4% |
| Entrepreneurship & Innovation Programs | $1,163,500 | 11.5% |
| City Service Contracts | $445,820 | 4.4% |
| Strategic Projects & Investments | $245,000 | 2.4% |
| **Total Expenditures** | **$10,073,798** | **100.0%** |
| **Balance (sources less expenditures)** | **$0** | |

## Key Points

- Sales tax provides 82% of projected revenue. The Quality-of-Life allocation is the City's 50% Type B share required by City Ordinance 2024-1743, plus allocated interest and the annual $500,000 Brownsville Sports Park commitment.
- Community Development funds new FY2027 awards. With $1.17 million in previously approved FY2026 projects still committed, roughly $3.1 million supports community projects during FY2027. No approved project has lost funding.
- Approximately $785,000, or 67%, of Entrepreneurship & Innovation programming is supported through the GBEDC partnership rather than local sales tax.

- Of the fund balance at June 30, 2026, $17.6 million is committed, assigned, or reserved — including $10.95 million for City Quality of Life projects awaiting eligible reimbursement. The projected unrestricted fund balance at September 30, 2027, is approximately $817,000, pending the FY2026 year-end close.

### Action Requested

Staff respectfully requests the City Commission's approval of the FY2027 BCIC Budget on first reading.

**Attachments:** FY2027 Proposed Budget · FY2027 Budget Presentation

**Brownsville Community Improvement Corporation**
**FY 2027 PROPOSED Budget**

| REVENUES | FY 2026 Amended | FY 2027 Proposed | Change |
|---|---|---|---|
| Projected Sales Tax Revenue | $7,449,122.00 | $7,680,195.00 | 3.1% |
| Interest | $677,304.00 | $684,000.00 | 1.0% |
| GBEDC Partnership Funding (MOU) | - | $500,000.00 | New |
| Grants - EDA | $255,000.00 | $357,994.00 | 40.4% |
| eBridge Fund (RLF) Salary and Benefits Reimbursement | - | $97,000.00 | New |
| eBridge Leases | $27,000.00 | $35,000.00 | 29.6% |
| Private Funds (SATOP & Angel Membership Dues) | $20,000.00 | $10,000.00 | (50.0%) |
| Public Funds (City Grant - Recovery Fund) | $61,677.00 | - | (100.0%) |
| **Total Revenues** | **$8,490,103.00** | **$9,364,189.00** | **10.3%** |
| Appropriated Fund Balance (see Note 2) | $2,238,333.00 | $709,609.00 | (68.3%) |
| **Total Sources of Funds** | **$10,728,436.00** | **$10,073,798.00** | **(6.1%)** |

| EXPENDITURES | FY 2026 Amended | FY 2027 Proposed | Change |
|---|---|---|---|
| BCIC Operations | $1,990,650.00 | $2,258,151.00 | 13.4% |
| City of Brownsville QoL Projects | $4,063,213.00 | $4,011,097.00 | (1.3%) |
| Community Development Programs | $3,026,573.00 | $1,950,230.00 | (35.6%) |
| Entrepreneurial & Innovation Programs | $1,080,000.00 | $1,163,500.00 | 7.7% |
| Strategic Projects & Investments | $150,000.00 | $245,000.00 | 63.3% |
| City Service Contracts | $418,000.00 | $445,820.00 | 6.7% |
| **Total FY Expenditures** | **$10,728,436.00** | **$10,073,798.00** | **(6.1%)** |

| | | | |
|---|---|---|---|
| **Total Sources of Funds Less Total Expenditures** | - | - | |

| APPROPRIATED FUND BALANCE - COMPOSITION | | FY 2027 Proposed | |
|---|---|---|---|
| GBEDC FY 2025 Partnership Funds - restricted to Entrepreneurship & Innovation | | $285,000.00 | |
| Community Development FY 2026 Funds - unrestricted | | $424,609.00 | |
| **Total Appropriated Fund Balance** | | **$709,609.00** | |

*These are FY 2026 funds previously approved by the BCIC Board that were not spent. They are not new revenue.*

| PROJECTED FUND BALANCE | | FY 2027 Proposed | |
|---|---|---|---|
| **Projected Beginning Fund Balance - 10/1/2026** | | **$19,144,699** | |
| **Less: Appropriated Fund Balance applied to FY 2027** | | **($709,609)** | |
| **Projected Ending Fund Balance - 9/30/2027** | | **$18,435,090** | |

| BOARD APPROVED AND RESERVED FUNDS | | As of June 30, 2026 | % of Total |
|---|---|---|---|
| **Committed - City of Brownsville Quality of Life Projects** | | **$10,951,954** | 62.2% |
| Committed - BCIC Community Development / Quality of Life | | $2,392,652 | 13.6% |
| Committed - Business Improvement & Growth (BIG) Grants | | $928,048 | 5.3% |
| Assigned - GBEDC MOU and Business Advancement Fund | | $315,000 | 1.8% |
| Continuity & Resilience Fund and Capital Improvement Reserve | | $3,030,000 | 17.2% |
| **Total Board Approved and Reserved Funds** | | **$17,617,653** | **100.0%** |

| PROJECTED UNRESTRICTED FUND BALANCE (09/30/2027) | | Amount | |
|---|---|---|---|
| **Projected Ending Fund Balance Less Board Approved and Reserved Funds** | | **$817,437** | |

| eBRIDGE FUND - REVOLVING LOAN FUND | | FY 2027 | |
|---|---|---|---|
| Available for lending | | $950,000.00 | |
| Program administration | | $350,000.00 | |

*A separate federal EDA revolving loan fund (Fund 24). Restricted to program use and not included in the amounts above. Loan repayments are re-lent, and the fund's administrative fees cover the Lending Coordinator position in full.*

**Unrestricted fund balance reflects flexible cash flow. The amount changes monthly due to revenues (sales tax, interest) and program expenses. BCIC grants and project funding reimburse after a project is complete, so Board-approved commitments remain on the balance sheet until a recipient submits an eligible reimbursement request; committed, assigned and reserved balances are not available for new appropriation. Beginning fund balance is a projection pending FY 2026 year-end close.*

| NOTES | | | |
|---|---|---|---|

1. The FY 2027 proposed budget is balanced. Total sources of funds equal total expenditures.
2. Appropriated fund balance of $709,609 consists of unspent FY 2026 Community Development funds ($424,609) and remaining FY 2025 GBEDC Partnership funds ($285,000). Both were previously approved by the BCIC Board and are carried forward into FY 2027; they are not new revenue. FY 2026 was likewise balanced through appropriated fund balance.
3. Of the appropriated fund balance, $285,000 is restricted to Entrepreneurship and Innovation expenditures under the GBEDC Partnership Agreement.
4. On July 27, 2026 the BCIC Board allocated the remaining $400,230 of available fund balance: $250,000 to Community Initiatives & Grants and $150,230 to the BIG LIFT Program.
5. City of Brownsville QoL Projects reflect the 50% Type B sales tax allocation plus allocated interest earnings, and include the annual $500,000 commitment for Brownsville Sports Park maintenance and operations.
6. The Community Development decrease reflects funding available for new FY 2027 awards only. Approximately $1.17 million in previously approved FY 2026 commitments remains available until eligible reimbursement requests are submitted.

BCIC FY 2027 Budget — PROPOSED
Approved by BCIC Board of Directors
07/27/2026
City Commission Budget Workshop
08/04/2026 · First Reading 08/18/2026

**Brownsville Community Improvement Corporation**
**FY 2027 PROPOSED Budget - Program Detail**
*FY 2026 Amended Budget compared to FY 2027 Proposed Budget*

| CITY OF BROWNSVILLE - QUALITY OF LIFE | FY 2026 Amended | FY 2027 Proposed | Change |
|---|---|---|---|
| City-Designated Quality of Life Projects | $3,563,213.00 | $3,511,097.00 | (1.5%) |
| Brownsville Sports Park - Maintenance & Operations | $500,000.00 | $500,000.00 | - |
| **Subtotal** | **$4,063,213.00** | **$4,011,097.00** | **(1.3%)** |

| BCIC OPERATIONS | FY 2026 Amended | FY 2027 Proposed | Change |
|---|---|---|---|
| Personnel, benefits, technology, insurance & operating costs | $1,990,650.00 | $2,258,151.00 | 13.4% |
| **Subtotal** | **$1,990,650.00** | **$2,258,151.00** | **13.4%** |

| COMMUNITY DEVELOPMENT PROGRAMS | FY 2026 Amended | FY 2027 Proposed | Change |
|---|---|---|---|
| Community Initiatives & Grants | $1,601,573.00 | $600,000.00 | (62.5%) |
| Business Improvement & Growth (BIG) Grants - Downtown | $800,000.00 | $600,000.00 | (25.0%) |
| BIG LIFT Program - Citywide Storefront Improvements | $500,000.00 | $650,230.00 | 30.0% |
| Sponsorships - Cultural Events & Marketing Campaigns | $125,000.00 | $100,000.00 | (20.0%) |
| **Subtotal** | **$3,026,573.00** | **$1,950,230.00** | **(35.6%)** |

| ENTREPRENEURIAL & INNOVATION PROGRAMS | FY 2026 Amended | FY 2027 Proposed | Change |
|---|---|---|---|
| StartUp Texas Accelerator Programs | $320,000.00 | $300,000.00 | (6.3%) |
| eBridge Center Facilities | $238,500.00 | $213,500.00 | (10.5%) |
| Pilot Programs for Emerging Opportunities | - | $126,000.00 | New |
| Business Advancement Fund | $30,000.00 | $125,000.00 | 316.7% |
| Prototyping & Commercialization | - | $120,000.00 | New |
| eBridge Academy (Kauffman Cohorts) | $44,000.00 | $84,000.00 | 90.9% |
| RGV Startup Week | $54,500.00 | $80,000.00 | 46.8% |
| Training, Workshops, Network Mixers & Speaker Series | $5,000.00 | $60,000.00 | Expanded |
| Alamo Angels Investment Chapter | $57,000.00 | $55,000.00 | (3.5%) |
| StartUp Texas SBIR - integrated into Accelerator | $125,000.00 | - | (100.0%) |
| Frontera Leadership Program - concluded | $100,000.00 | - | (100.0%) |
| Space Accelerator Program - paused | $100,000.00 | - | (100.0%) |
| Business Incubation Program - under evaluation | $6,000.00 | - | (100.0%) |
| **Subtotal** | **$1,080,000.00** | **$1,163,500.00** | **7.7%** |

| CITY SERVICE CONTRACTS | FY 2026 Amended | FY 2027 Proposed | Change |
|---|---|---|---|
| Administrative & Human Resources Services - City of Brownsville | $53,000.00 | $80,820.00 | 52.5% |
| Airport Debt Service (commitment ends FY 2028) | $365,000.00 | $365,000.00 | - |
| **Subtotal** | **$418,000.00** | **$445,820.00** | **6.7%** |

| STRATEGIC PROJECTS & INVESTMENTS | FY 2026 Amended | FY 2027 Proposed | Change |
|---|---|---|---|
| Strategic Investment Fund | - | $200,000.00 | New |
| eBridge Infrastructure Upgrades - Blueprint Lab & Courtyard | $150,000.00 | $45,000.00 | (70.0%) |
| **Subtotal** | **$150,000.00** | **$245,000.00** | **63.3%** |

| TOTAL FY EXPENDITURES | $10,728,436.00 | $10,073,798.00 | (6.1%) |
|---|---|---|---|

*FY 2026 amounts reflect the FY 2026 Amended Budget as adopted. Where the FY 2026 Budget Amendment applied GBEDC MOU funds to an Entrepreneurship & Innovation line, the approved appropriation is shown; GBEDC funds are assigned fund balance rather than appropriated expenditure.*

BCIC FY 2027 Budget — PROPOSED
Approved by BCIC Board of Directors
07/27/2026
City Commission Budget Workshop
08/04/2026 · First Reading 08/18/2026

**Brownsville Community Improvement Corporation**
**FY 2027 Annual BCIC Operating Budget**
*Detail supporting the BCIC Operations appropriation*

| PERSONNEL SERVICES AND BENEFITS | FY 2026 Amended | FY 2027 Proposed | Change |
|---|---|---|---|
| 601/602/607 - Payroll, All Staff | $891,617.00 | $1,015,500.00 | 13.9% |
| 606 - TMRS | $165,500.00 | $178,000.00 | 7.6% |
| 607 - F.I.C.A. | $72,500.00 | $78,000.00 | 7.6% |
| 608 - Medical Insurance | $90,000.00 | $93,000.00 | 3.3% |
| 609 - Life Insurance | $1,000.00 | $900.00 | (10.0%) |
| 610 - Workers Compensation | $1,710.00 | $1,850.00 | 8.2% |
| 623 - Dental Insurance | $3,200.00 | $3,200.00 | - |
| 624 - Employee Performance-Based Compensation | $74,770.00 | $102,500.00 | 37.1% |
| 625 - Employee Supplementary Development Plan | $13,500.00 | $15,000.00 | 11.1% |
| 806 - Unemployment Insurance Premium | $1,000.00 | $1,000.00 | - |
| 770 - Staff Professional Development | $25,000.00 | $32,000.00 | 28.0% |
| 770-01 - Board Professional Development | $4,000.00 | $4,000.00 | - |
| 779-32 - Internship Program | $5,000.00 | $10,000.00 | 100.0% |
| Retirement Plan 457(b) | $4,000.00 | $4,000.00 | - |
| Auto Allowance | $9,300.00 | $16,000.00 | 72.0% |
| **Personnel Services and Benefits Totals** | **$1,362,097.00** | **$1,554,950.00** | **14.2%** |

| MATERIALS AND SUPPLIES | FY 2026 Amended | FY 2027 Proposed | Change |
|---|---|---|---|
| 701 - Office Supplies | $5,052.00 | $5,000.00 | (1.0%) |
| 703 - Meeting Expenses, Meals and Disposables | $15,000.00 | $20,000.00 | 33.3% |
| 704 - Wearing Apparel and Dry Goods | $2,000.00 | $3,000.00 | 50.0% |
| 706 - Minor TI / Equipment / Furniture | $10,000.00 | $12,000.00 | 20.0% |
| 707 - Laundry and Janitorial Supplies | $500.00 | $500.00 | - |
| 709 - Recreational and Promotional | $25,000.00 | $35,000.00 | 40.0% |
| 710 - Books and Periodicals | $500.00 | $300.00 | (40.0%) |
| 711 - Postage and Shipping | $1,000.00 | $200.00 | (80.0%) |
| 712 - Video and Photo Equipment under $5,000 | $2,000.00 | $1,500.00 | (25.0%) |
| **Materials and Supplies Totals** | **$61,052.00** | **$77,500.00** | **26.9%** |

| MISCELLANEOUS SERVICES | FY 2026 Amended | FY 2027 Proposed | Change |
|---|---|---|---|

| | | | |
|---|---|---|---|
| 761 - Communications (telephone, mobile, data) | $7,500.00 | $8,700.00 | 16.0% |
| 765 - Professional Services | $221,000.00 | $226,000.00 | 2.3% |
| 766 - Advertising | $100,000.00 | $110,000.00 | 10.0% |
| 767 - Staff Travel Expenses | $60,000.00 | $70,000.00 | 16.7% |
| 767-01 - Board Travel Expenses | $10,000.00 | $12,000.00 | 20.0% |
| 775 - Rental of Buildings and Land | $1.00 | $1.00 | - |
| 776 - Dues and Memberships | $125,000.00 | $125,000.00 | - |
| 779-01 - Other Taxes | $4,000.00 | $4,000.00 | - |
| 779-02 - Support Events and Sponsorships | $40,000.00 | $40,000.00 | - |
| 779-03 - Contingency | - | $30,000.00 | New |
| **Miscellaneous Services Totals** | **$567,501.00** | **$625,701.00** | **10.3%** |

| | | | |
|---|---|---|---|
| **TOTAL BCIC OPERATING BUDGET** | **$1,990,650.00** | **$2,258,151.00** | **13.4%** |

BCIC FY 2027 Budget — PROPOSED
Approved by BCIC Board of Directors
07/27/2026
City Commission Budget Workshop 08/04/2026
· First Reading 08/18/2026

## eBridge Center for Business and Commercialization
## FY 2027 Operating Budget

*Detail supporting the eBridge Center Facilities line*

| ACCOUNT | FY 2026 Budget | FY 2027 Proposed | Change |
|---|---|---|---|
| 701 - Office Supplies | $2,500.00 | - | (100.0%) |
| 703 - Meeting Related Expenses | $5,000.00 | $3,000.00 | (40.0%) |
| 706 - Minor TI / Equipment / Furniture (under $5,000) | $10,000.00 | $10,000.00 | - |
| 741 - Building and Structures | $1,000.00 | - | (100.0%) |
| 752 - Machinery and Equipment Maintenance | $5,000.00 | - | (100.0%) |
| 761 - Communications | $35,000.00 | $30,000.00 | (14.3%) |
| 762 - Equipment Rental | $8,000.00 | $8,000.00 | - |
| 763 - Insurance and Bonds | $5,000.00 | $5,500.00 | 10.0% |
| 765 - Professional Services | $110,000.00 | $100,000.00 | (9.1%) |
| 777 - Utilities | $12,000.00 | $12,000.00 | - |
| 779 - Other | $35,000.00 | $35,000.00 | - |
| 886 - Capital Improvement Reserve Fund | $10,000.00 | $10,000.00 | - |
| **TOTAL eBRIDGE CENTER OPERATING BUDGET** | **$238,500.00** | **$213,500.00** | **(10.5%)** |

BCIC FY 2027 Budget — PROPOSED
Approved by BCIC Board of Directors
07/27/2026
City Commission Budget Workshop
08/04/2026 · First Reading 08/18/2026

## Brownsville Community Improvement Corporation
## Committed, Assigned and Restricted Funds

*As of June 30, 2026*

| COMMITTED - CITY OF BROWNSVILLE QUALITY OF LIFE PROJECTS | Amount | % of Total |
|---|---|---|
| CITY QOL 2024 | $547,053 | 3.1% |
| CITY QOL 2025 | $6,185,901 | 35.1% |
| CITY QOL 2026 | $3,719,000 | 21.1% |
| CITY QOL 2026 - BSP M&O Contract | $500,000 | 2.8% |
| **Subtotal - City of Brownsville Quality of Life Projects** | **$10,951,954** | **62.2%** |

| COMMITTED - BCIC COMMUNITY DEVELOPMENT / QUALITY OF LIFE | Amount | % of Total |
|---|---|---|
| BCIC QOL 2024 | $55,222 | 0.3% |
| BCIC QOL 2025 | $1,237,820 | 7.0% |
| BCIC QOL 2026 | $1,099,609 | 6.2% |
| **Subtotal - BCIC Community Development** | **$2,392,652** | **13.6%** |

| COMMITTED - BUSINESS IMPROVEMENT & GROWTH (BIG) GRANTS | Amount | % of Total |
|---|---|---|
| BIG 2023 | $30,000 | 0.2% |
| BIG 2024 | $415,950 | 2.4% |
| BIG 2025 | $146,798 | 0.8% |
| BIG 2026 | $335,300 | 1.9% |
| **Subtotal - BIG Grants** | **$928,048** | **5.3%** |

| ASSIGNED | Amount | % of Total |
|---|---|---|
| GBEDC MOU FY 2025 | $285,000 | 1.6% |
| Business Advancement Fund | $30,000 | 0.2% |
| **Subtotal - Assigned** | **$315,000** | **1.8%** |

| BOARD RESERVED | Amount | % of Total |
|---|---|---|
| Rainy Day / Reserve Fund Balance | $3,000,000 | 17.0% |
| Capital Improvement Reserve Fund | $30,000 | 0.2% |
| **TOTAL RESTRICTED AND COMMITTED FUNDS** | **$17,617,653** | **100.0%** |

**Of the funds BCIC holds as committed, 62% are City of Brownsville Quality of Life projects awaiting completion and eligible reimbursement. These are City projects, not BCIC balances.**

*Committed, assigned and reserved balances are not available for new appropriation. BCIC grants and project funding reimburse after a project is complete, so approved commitments remain on the balance sheet until the recipient submits an eligible reimbursement request.*

| | |
|---|---|
| To: | Mayor and City Commission |
| Through: | Alan Guard, Interim City Manager |
| From: | Salvador Villalpando, Accountant II |
| Date: | Tuesday, August 18, 2026 |
| Agenda #: | Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 2026-1816** of the City of Brownsville, Texas, to adopt the Fiscal Year 2027 Annual Budget for GBEDC. (GBEDC) |

**Summary:**
This item is a public hearing to consider the adoption of the Fiscal Year 2027 budget for the Greater Brownsville Economic Development Corporation. The proposed budget has been prepared in ordinance form for adoption this year.

If approved by the Commission on August 18, 2026, the final adoption will be scheduled for September 1, 2026.

**Project Scope and Analysis:**
N/A

**Funding:**

**Source:**
**Amount:**
**Local Contribution if Applicable:**

**Recommendation:**
GBEDC Recommends Approval of the FY 2027 Budget

**Commission Pillar:**
Economic Development, Quality of Life & Vibrancy, Governance

**Attachments:**
1. PH 7.01 Ord 2026-1816 FY26 Bgt Ordinance - GBEDC - TYPE A
2. PH 7.02 GBEDC FY2027 Budget Memo and Backup - 1st Reading

ORDINANCE NUMBER 2026-1816

AN ORDINANCE BY THE CITY OF BROWNSVILLE, TEXAS, APPROVING THE GREATER BROWNSVILLE ECONOMIC DEVELOPMENT CORPORATION BUDGET FOR FISCAL YEAR 2026-2027 BEGINNING ON OCTOBER 1, 2026 AND ENDING ON SEPTEMBER 30, 2027.

WHEREAS, the Type A Greater Brownsville Incentive Corporation ("Corporation") was created by the City of Brownsville, Texas, pursuant to the Texas Development Corporation Act, Texas Local Government Code Chapter 504; and

WHEREAS, Section 504.151 of the Texas Local Government Code requires the Corporation to prepare an annual budget of expected revenues and expenditures for the fiscal year and to submit the budget to the City Commission for approval; and

**WHEREAS**, the Board of Directors of the Corporation has reviewed, approved, and submitted to the City Commission the proposed budget for Fiscal Year 2027, which sets forth the anticipated revenues and planned expenditures necessary to carry out the Corporation's programs and projects; and

**WHEREAS**, the City Commission has reviewed the proposed budget and finds it to be in the best interest of the City and in compliance with applicable law;

NOW, THEREFORE BE IT ORDAINED BY THE CITY OF BROWNSVILLE, TEXAS:

Section 1. The Fiscal Year 2027 Budget for the Greater Brownsville Economic Development Corporation Type A Economic Development Corporation, as approved by the Corporation's Board of Directors and attached hereto as *Exhibit A*, is hereby approved in all respects.

Section 2. The Corporation is authorized to expend funds in accordance with the approved budget and applicable procurement and financial policies.

Section 3. Any amendment to the approved budget must be adopted by the Corporation's Board of Directors and approved by the City Commission in accordance with Section 504.151, Texas Local Government Code.

INTRODUCED AND PASSED on the first reading on this the 18th day of August, 2026.

Passed on the second and final reading and approved on this the 1st day of September, 2026.

_____
John Cowen, Jr.
Mayor, City of Brownsville, TX

ATTEST:

_____
Mayra Rios
City Secretary

**To:** Mayor and City Commission

**Through:** Alan Guard, City Manager

**From:** Gilberto Salinas, President & CEO and Salvador Villalpando, Director of Budget & Investments

**Date:** August 18, 2026

**Agenda #:** 1st Reading to adopt Fiscal Year 2027 Budget

---

**Summary:** The Greater Brownsville Economic Development Corporation (GBEDC) will present its proposed Fiscal Year 2027 budget for City Commission consideration on first reading.

The proposed budget includes $22.2 million in total revenues and $17.0 million in total expenditures.

Operating revenues total $9.0 million and fully support $9.0 million in operating expenditures, including contractual commitments, workforce initiatives, and strategic initiatives.

The budget also includes $13.2 million in anticipated industrial land sale proceeds and an $8.0 million investment in Greater Brownsville Tech District Phase 2 site development and infrastructure improvements.

After these activities, the projected ending fund balance is $16.8 million, an increase of approximately $5.2 million from the projected FY2027 beginning fund balance.

**Attachments:** GBEDC FY2027 Proposed Budget Backup

| Fiscal Year 2027 Budget (October 1, 2026 - September 30, 2027) | | | | |
|---|---|---|---|---|
| **Account / Category** | **FY26 Budget ($)** | **FY27 Budget ($)** | **FY27 Budget Variance ($)** | **FY27 Budget Variance (%)** |
| **OPERATING REVENUES** | | | | |
| Sales Taxes | $8,000,000 | $8,400,000 | $400,000 | 5.0% |
| Interest Earned | $1,200,000 | $600,000 | ($600,000) | -50.0% |
| **Total Operating Revenues** | **$9,200,000** | **$9,000,000** | **($200,000)** | **-2.2%** |
| **INDUSTRIAL LAND REVENUES** | | | | |
| Sale of Land[A] | - | $13,155,000 | $13,155,000 | - |
| **Total Industrial Land Revenues** | **-** | **$13,155,000** | **$13,155,000** | **-** |
| [A]Budget assumes the sale of Phase 1 lots during FY2027 based on executed letters of intent. | | | | |
| **TOTAL REVENUES** | **$9,200,000** | **$22,155,000** | **$12,955,000** | **140.8%** |
| **OPERATING - PERSONNEL SERVICES & BENEFITS** | | | | |
| Payroll[B] | $1,546,000 | $2,223,000 | $677,000 | 43.8% |
| TMRS | $275,000 | $382,000 | $107,000 | 38.9% |
| Performance-Based Bonuses | $225,000 | $320,000 | $95,000 | 42.2% |
| Benefits | $212,000 | $310,000 | $98,000 | 46.2% |
| **Total Personnel Services & Benefits** | **$2,258,000** | **$3,235,000** | **$977,000** | **43.3%** |
| [B]Includes a 3% salary adjustment for all positions, annualized impact of FY2026 personnel changes, and creation of a Workforce Department. | | | | |
| **OPERATING - GENERAL OPERATING** | | | | |
| Communications-Telephone Services | $60,000 | $60,000 | - | 0.0% |
| Dues & Memberships | $50,000 | $50,000 | - | 0.0% |
| Equipment, Furniture, and Technology | $40,000 | $40,000 | - | 0.0% |
| Young House Maint. and Landscaping | $25,000 | $25,000 | - | 0.0% |
| Building & Structures | $52,500 | $25,000 | ($27,500) | -52.4% |
| Laundry & Janitorial Supplies | $15,000 | $15,000 | - | 0.0% |
| Rental of Buildings and Land | $12,000 | $12,000 | - | 0.0% |
| Meeting Meals | $10,000 | $10,000 | - | 0.0% |
| Machinery & Equipment Maintenance | $10,000 | $10,000 | - | 0.0% |
| Office Supplies | $7,500 | $7,500 | - | 0.0% |
| Other Expense | $10,000 | $6,438 | ($3,562) | -35.6% |
| Vehicle Expense | $10,000 | $5,000 | ($5,000) | -50.0% |
| Staff & Branded Apparel | $5,000 | $2,500 | ($2,500) | -50.0% |
| Liability Insurance or Bonds | $2,500 | $2,500 | - | 0.0% |
| Postage / Shipping Charges | $250 | $250 | - | 0.0% |
| **Total General Operating Expenses** | **$309,750** | **$271,188** | **($38,562)** | **-12.4%** |
| **OPERATING - MARKETING** | | | | |
| Marketing Consultants | $275,000 | $200,000 | ($75,000) | -27.3% |
| Marketing & Promotion | $275,000 | $200,000 | ($75,000) | -27.3% |
| **Total Marketing** | **$550,000** | **$400,000** | **($150,000)** | **-27.3%** |
| **OPERATING - COMMUNITY ACTIVITIES** | | | | |
| Sponsorships | $100,000 | $75,000 | ($25,000) | -25.0% |
| **Total Community Activities** | **$100,000** | **$75,000** | **($25,000)** | **-25.0%** |

| Fiscal Year 2027 Budget (October 1, 2026 - September 30, 2027) | | | | |
|---|---|---|---|---|
| **Account / Category** | **FY26 Budget ($)** | **FY27 Budget ($)** | **FY27 Budget Variance ($)** | **FY27 Budget Variance (%)** |
| **OPERATING - PROFESSIONAL SERVICES** | | | | |
| Professional Services - Strategic Plan | - | $100,000 | $100,000 | - |
| Professional Services - Lead Generation | - | $50,000 | $50,000 | - |
| PS - Attorney fees /Auditors | $70,000 | $50,000 | ($20,000) | -28.6% |
| Professional Services | $165,000 | $25,000 | ($140,000) | -84.8% |
| PS: Project Due Diligence | $30,000 | - | ($30,000) | -100.0% |
| Professional Research | $25,000 | - | ($25,000) | -100.0% |
| **Total Professional Services** | **$290,000** | **$225,000** | **($65,000)** | **-22.4%** |
| **OPERATING - TRAVEL** | | | | |
| Business Recruitment | $150,000 | $150,000 | - | 0.0% |
| Registration and Event Fees | - | $75,000 | $75,000 | - |
| Conferences & Events | $70,000 | $70,000 | - | 0.0% |
| **Total Travel** | **$220,000** | **$295,000** | **$75,000** | **34.1%** |
| **OPERATING - CITY OF BROWNSVILLE ADMINISTRATIVE SERVICES** | | | | |
| COB Admin. Services | $136,312 | $136,312 | - | 0.0% |
| **Total Cob Administrative Services** | **$136,312** | **$136,312** | **-** | **0.0%** |
| **OPERATING - PROFESSIONAL DEVELOPMENT** | | | | |
| Staff Professional Development | $45,000 | $10,000 | ($35,000) | -77.8% |
| Education | $25,000 | $10,000 | ($15,000) | -60.0% |
| Board Professional Development | $2,500 | $2,500 | - | 0.0% |
| **Total Professional Development** | **$72,500** | **$22,500** | **($50,000)** | **-69.0%** |
| **CONTRACTUAL COMMITMENTS - ECONOMIC DEVELOPMENT INCENTIVES** | | | | |
| Project Red Planet | - | $1,000,000 | $1,000,000 | - |
| Project Oxidizing | $250,000 | $250,000 | - | 0.0% |
| Rich Products | - | $196,000 | $196,000 | - |
| **Total Contractual Commitments** | **$250,000** | **$1,446,000** | **$1,196,000** | **478.4%** |
| **CONTRACTUAL COMMITMENTS - CITY OF BROWNSVILLE, AIRPORT DEVELOPMENT CONTRIBUTIONS** | | | | |
| COB, Debt Service - Airport | $944,000 | $944,000 | - | 0.0% |
| COB, ILA - Airport Pan Am Building | - | $500,000 | $500,000 | - |
| **Total COB, Airport** | **$944,000** | **$1,444,000** | **$500,000** | **53.0%** |
| **STRATEGIC INITIATIVES - WORKFORCE** | | | | |
| VIDA | $300,000 | $300,000 | - | 0.0% |
| Workforce Events | $250,000 | $250,000 | - | 0.0% |
| Workforce Dev. & Training | $300,000 | $200,000 | ($100,000) | -33.3% |
| Community College Partnerships | - | $200,000 | $200,000 | - |
| Small Industry Programs | $200,000 | $150,000 | ($50,000) | -25.0% |
| **Total Workforce** | **$1,050,000** | **$1,100,000** | **$50,000** | **4.8%** |

| Fiscal Year 2027 Budget (October 1, 2026 - September 30, 2027) | | | | |
|---|---|---|---|---|
| **Account / Category** | **FY26 Budget ($)** | **FY27 Budget ($)** | **FY27 Budget Variance ($)** | **FY27 Budget Variance (%)** |
| **STRATEGIC INITIATIVES - OTHER** | | | | |
| Strategic Initiatives Contingency | $200,000 | $125,000 | ($75,000) | -37.5% |
| Prospect Development | $25,000 | $100,000 | $75,000 | 300.0% |
| Space & Defense Activities | $250,000 | $100,000 | ($150,000) | -60.0% |
| NBIP - Maintenance | $380,000 | $25,000 | ($355,000) | -93.4% |
| GBIC Prospect Vehicle | $50,000 | - | ($50,000) | -100.0% |
| BCIC Strategic Partnership | $500,000 | - | ($500,000) | -100.0% |
| **Total Strategic Initiatives** | **1,405,000** | **350,000** | **(1,055,000)** | **-75.1%** |
| **INDUSTRIAL LAND & INFRASTRUCTURE** | | | | |
| GB Tech District - Phase 2[C] | $5,000,000 | $8,000,000 | $3,000,000 | 60.0% |
| Greater Brownsville EDC Office Building | $2,400,000 | - | ($2,400,000) | -100.0% |
| GB Tech District - Phase 1 | $6,500,000 | - | ($6,500,000) | -100.0% |
| **Total Industrial Land** | **13,900,000** | **8,000,000** | **(5,900,000)** | **-42.4%** |
| **TOTAL EXPENDITURES** | **$21,485,562** | **$17,000,000** | **($4,485,562)** | **-20.9%** |
| **NET CHANGE IN FUND BALANCE** | **($12,285,562)** | **$5,155,000** | **$17,440,562** | **-142.0%** |

[C]Includes Phase 2 site development and infrastructure improvements (186 acres).

| SUMMARY | | | | |
|---|---|---|---|---|
| **OPERATING REVENUES** | **$9,200,000** | **$9,000,000** | **($200,000)** | **-2.2%** |
| **OPERATING EXPENDITURES** | **($3,936,562)** | **($4,660,000)** | **($723,438)** | **18.4%** |
| **CONTRACTUAL COMMITMENTS** | **($1,194,000)** | **($2,890,000)** | **($1,696,000)** | **142.0%** |
| **STRATEGIC INITIATIVES** | **($2,455,000)** | **($1,450,000)** | **$1,005,000** | **-40.9%** |
| **TOTAL OPERATING EXPENDITURES** | **($7,585,562)** | **($9,000,000)** | **($1,414,438)** | **18.6%** |
| **OPERATING SURPLUS (DEFICIT)** | **$1,614,438** | **$0** | **($1,614,438)** | **-100.0%** |
| **INDUSTRIAL LAND SALES** | **-** | **$13,155,000** | **$13,155,000** | **-** |
| **INDUSTRIAL INFRASTRUCTURE EXPENDITURES** | **($13,900,000)** | **($8,000,000)** | **$5,900,000** | **42.4%** |
| **INDUSTRIAL DEVELOPMENT, NET** | **($13,900,000)** | **$5,155,000** | **$19,055,000** | **-137.1%** |
| **NET CHANGE IN FUND BALANCE** | **($12,285,562)** | **$5,155,000** | **$17,440,562** | **-142.0%** |
| **BEGINNING FUND BALANCE[D]** | **$26,840,268** | **$11,659,166** | | |
| **ENDING FUND BALANCE** | **$14,554,706** | **$16,814,166** | | |

[D]FY2027 beginning fund balance reflects projected FY2026 ending fund balance.

| | |
|---|---|
| To: | Mayor and City Commission |
| Through: | Alan Guard, Interim City Manager |
| From: | Stephen Muse, Accountant III |
| Date: | Tuesday, August 18, 2026 |
| Agenda #: | Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 2026-1820** of the City of Brownsville Texas to adopt the Fiscal Year 2027 Annual Budget. (Financial Services Department)**(Roll Call Vote Required)** |

**Summary:**
Texas Local Government Code Chapter 102 sets out the process for adopting the annual budget.

The proposed budget for the City of Brownsville was made available for the inspection by any person and posted on the City's website.

Budget workshops were held on June 23rd and August 4th. This public hearing will give interested persons an opportunity to express their opinions on the proposed budget.

After the public hearing, staff requests a record vote by the City Commission to adopt the balanced Fiscal Year 2027 budget on the first reading of Ordinance #2026-1820 on August 18th and the second and final reading on September 1st.

**Project Scope and Analysis:**
N/A

**Funding:**

**Source:**
**Amount:**
**Local Contribution if Applicable:**

**Recommendation:**
Financial Services recommends adoption of the FY 2027 Annual Budget

**Commission Pillar:**
Governance

**Attachments:**

1. PH 2.01a Ord 2026-1820 FY27 Bgt Ordinance
2. PH 2.02 FY 2027 Proposed Budget (Adoption-Exhibit A)

ORDINANCE NUMBER 2026-1820

AN ORDINANCE ADOPTING THE CITY OF BROWNSVILLE BUDGET FOR FISCAL YEAR 2026-2027 BEGINNING ON OCTOBER 1, 2026 AND ENDING ON SEPTEMBER 30, 2027.

WHEREAS, on July 30th, 2026, the Fiscal Year 2027 (FY 2027) Proposed Budget of the City of Brownsville was filed with the City Secretary; and

WHEREAS, the Proposed Budget was made available for the inspection by any person and posted on the City's website in accordance with Section 102.005 of the Texas Local Government Code; and

WHEREAS, a public hearing was held on August 18, 2026, regarding the City of Brownsville's Proposed Budget at which all interested persons were given the right to be present and participate; and

NOW, THEREFORE BE IT ORDAINED BY THE CITY OF BROWNSVILLE, TEXAS:

Section 1. That the proposed budget for the City of Brownsville filed with the City Secretary on July 30th, and as presented during budget hearing and introductory ordinance on August 18, 2026, and as further presented during the final reading on September 1, 2026 is hereby adopted.

Section 2. That the Proposed Budget as shown on Exhibit "A" is hereby approved and adopted by the City Commission as the Annual FY 2027 Budget beginning October 1, 2026 and ending September 30, 2027.

INTRODUCED AND PASSED on the first reading on this the 18th day of August 2026.

Passed on the second and final reading and approved on this the 1st day of September 2026.

_____
John Cowen, Jr.
Mayor, City of Brownsville, TX

ATTEST:

_____
Mayra Rios,
City Secretary

City of BROWNSVILLE Texas
On the Border, By the Sea, and Beyond

# EXHIBIT A

# PROPOSED ANNUAL BUDGET

OCTOBER 1, 2026 - SEPTEMBER 30, 2027



FISCAL YEAR 2027

City of Brownsville, Texas

Proposed Annual Budget

Fiscal Year 2027

Budget Cover Page

This budget will raise more total property taxes than last year's budget by $3,065,500 or 4.30%, and of that amount $1,622,411 is tax revenue to be raised from new property added to the tax roll this year.

Estimated amounts above are based on a tax rate of .603504 per $100 of assessed valuation.




# Proposed
# Annual Budget

Fiscal Year 2027
(October 1, 2026 - September 30, 2027)

This budget was filed with the City Secretary's Office on July 30, 2026, and it is scheduled for adoption by the Brownsville City Commission on September 1, 2026, with possible revisions.

**CITY OF BROWNSVILLE, TEXAS**
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# COMBINED FINANCIAL INFORMATION

**CITY OF BROWNSVILLE, TEXAS**
**Combined Statement of Revenues, Expenditures/Expenses, and Changes in Fund Balance/Net Position**
**For Fiscal Year Ending September 30, 2027**

| | GOVERNMENTAL FUNDS | | | | | | |
|---|---|---|---|---|---|---|---|
| | General Fund | Convention and Tourism Fund | Community Development Fund | Street and Drainage Maintenance Fund | Stormwater Drainage Maintenance Fund | Non-Bonded Debt Fund | Bonded Debt Service Fund |
| **REVENUES** | | | | | | | |
| Franchise Fees | $ 3,626,000 | $ - | $ - | $ - | $ - | $ - | $ - |
| Property Taxes | 43,549,700 | - | - | - | - | - | 30,791,400 |
| Non-Property Taxes | 600,100 | 2,353,700 | - | - | - | - | - |
| Sales Taxes | 46,081,100 | - | - | - | - | - | - |
| Fines and Forfeitures | 1,387,900 | - | - | - | - | - | - |
| Licenses and Permits | 2,757,500 | - | - | - | - | - | - |
| Fees, Services and Refunds | 11,452,400 | 1,600 | - | 3,975,000 | 2,800,000 | - | - |
| Non-Aeronautical Revenue | - | - | - | - | - | - | - |
| Contributions | 844,600 | - | 3,667,775 | - | - | - | 1,309,000 |
| Utility Services From BPUB | 3,691,500 | - | - | - | - | - | - |
| Surplus Funds from BPUB | 10,200,000 | - | - | - | - | - | - |
| Intergovernmental | - | - | - | - | - | - | - |
| Miscellaneous | 3,105,000 | 9,200 | - | - | - | - | - |
| Interest Income | 1,532,400 | 30,000 | - | 224,800 | - | 500 | 100,000 |
| Total Revenues | 128,828,200 | 2,394,500 | 3,667,775 | 4,199,800 | 2,800,000 | 500 | 32,200,400 |
| **EXPENDITURES/EXPENSES** | | | | | | | |
| General Government | 33,852,200 | 18,000 | 2,567,962 | - | - | - | - |
| Public Safety | 71,557,800 | - | - | - | - | - | - |
| Public Works | 11,344,800 | - | - | 5,549,800 | 800,000 | - | - |
| Sanitation | 153,900 | - | - | - | - | - | - |
| Public Health | 4,104,600 | - | - | - | - | - | - |
| Housing Assistance Programs | - | - | 874,430 | - | - | - | - |
| Public Assistance | - | - | 225,383 | - | - | - | - |
| Culture and Recreation | 12,237,900 | - | - | - | - | - | - |
| Convention and Tourism | - | 2,376,500 | - | - | - | - | - |
| Economic Development | - | - | - | - | - | - | - |
| Enterprise Funds | - | - | - | - | - | - | - |
| Debt Service | - | - | - | - | - | - | 34,750,400 |
| Total Expenditures/Expenses | 133,251,200 | 2,394,500 | 3,667,775 | 5,549,800 | 800,000 | - | 34,750,400 |
| Excess (Deficiency) of Revenues Over (Under) Expenditures/Expenses | (4,423,000) | - | - | (1,350,000) | 2,000,000 | 500 | (2,550,000) |
| **OTHER FINANCING SOURCES (USES)** | | | | | | | |
| Operating Transfers From Other Funds | 13,100,000 | - | - | 1,350,000 | - | - | 2,550,000 |
| Operating Transfers To Other Funds | (8,677,000) | - | - | - | (2,000,000) | - | - |
| Net Other Financing Sources (Uses) | 4,423,000 | - | - | 1,350,000 | (2,000,000) | - | 2,550,000 |
| Net Change in Fund Balance/Net Position | - | - | - | - | - | 500 | - |
| Fund Balance/Net Position, Beginning | 40,935,868 | 513,162 | 225,152 | 4,698,668 | - | 13,184 | 8,227,244 |
| Fund Balance/Net Position, Ending | $ 40,935,868 | $ 513,162 | $ 225,152 | $ 4,698,668 | $ - | $ 13,684 | $ 8,227,244 |

**CITY OF BROWNSVILLE, TEXAS**
**Combined Statement of Revenues, Expenditures/Expenses, and Changes in Fund Balance/Net Position**
**For Fiscal Year Ending September 30, 2027**

| | PROPRIETARY FUNDS | | | | | | |
|---|---|---|---|---|---|---|---|
| | Airport / Business Industrial Park Fund | Bridge Fund | Motor Vehicle Parking System Fund | Event Center Fund | Public Transit Fund | Landfill Fund | Golf Center Fund |
| **REVENUES** | | | | | | | |
| Franchise Fees | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Property Taxes | - | - | - | - | - | - | - |
| Non-Property Taxes | - | - | - | - | - | - | - |
| Sales Taxes | - | - | - | - | - | - | - |
| Fines and Forfeitures | - | - | 467,300 | - | - | - | - |
| Licenses and Permits | - | - | - | - | - | - | - |
| Fees, Services and Refunds | 3,538,800 | - | 26,500 | 355,500 | 2,256,800 | 19,852,000 | 594,900 |
| Non-Aeronautical Revenue | 606,200 | - | - | - | - | - | - |
| Contributions | - | 4,000,000 | - | - | - | - | - |
| Utility Services From BPUB | - | - | - | - | - | - | - |
| Surplus Funds from BPUB | - | - | - | - | - | - | - |
| Intergovernmental | 100,000 | - | - | - | 3,313,900 | - | - |
| Miscellaneous | 5,500 | - | 100 | 100 | 95,000 | 12,000 | 1,500 |
| Interest Income | 8,900 | 200,000 | 900 | 22,000 | 91,200 | 271,300 | 34,600 |
| Total Revenues | 4,259,400 | 4,200,000 | 494,800 | 377,600 | 5,756,900 | 20,135,300 | 631,000 |
| **EXPENDITURES/EXPENSES** | | | | | | | |
| General Government | - | - | - | - | - | - | - |
| Public Safety | - | - | - | - | - | - | - |
| Public Works | - | - | - | - | - | - | - |
| Sanitation | - | - | - | - | - | - | - |
| Public Health | - | - | - | - | - | - | - |
| Housing Assistance Programs | - | - | - | - | - | - | - |
| Public Assistance | - | - | - | - | - | - | - |
| Culture and Recreation | - | - | - | - | - | - | 69,000 |
| Convention and Tourism | - | - | - | - | - | - | - |
| Economic Development | - | - | - | - | - | - | - |
| Enterprise Funds | 6,259,400 | 100,000 | 926,800 | 829,600 | 8,756,900 | 9,835,300 | 1,000,000 |
| Debt Service | - | - | - | - | - | - | - |
| Total Expenditures/Expenses | 6,259,400 | 100,000 | 926,800 | 829,600 | 8,756,900 | 9,835,300 | 1,069,000 |
| Excess (Deficiency) of Revenues Over (Under) Expenditures/Expenses | (2,000,000) | 4,100,000 | (432,000) | (452,000) | (3,000,000) | 10,300,000 | (438,000) |
| **OTHER FINANCING SOURCES (USES)** | | | | | | | |
| Operating Transfers From Other Funds | 2,000,000 | - | 432,000 | 452,000 | 3,000,000 | - | 438,000 |
| Operating Transfers To Other Funds | - | (4,100,000) | - | - | - | (10,300,000) | - |
| Net Other Financing Sources (Uses) | 2,000,000 | (4,100,000) | 432,000 | 452,000 | 3,000,000 | (10,300,000) | 438,000 |
| Net Change in Fund Balance/Net Position | - | - | - | - | - | - | - |
| Fund Balance/Net Position, Beginning | 99,475,149 | 8,513,656 | 925,356 | 2,477,515 | 31,624,751 | (1,292,813) | 1,637,246 |
| Fund Balance/Net Position, Ending | $ 99,475,149 | $ 8,513,656 | $ 925,356 | $ 2,477,515 | $ 31,624,751 | $ (1,292,813) | $ 1,637,246 |

**CITY OF BROWNSVILLE, TEXAS**
**Combined Statement of Revenues, Expenditures/Expenses, and Changes in Fund Balance/Net Position**
**For Fiscal Year Ending September 30, 2027**

| | PROPRIETARY FUNDS | | | | | |
|---|---|---|---|---|---|---|
| | Sports Park Fund | Fiber Broadband Fund | Employee Benefits Fund | Fleet and Facility Maitenance Fund | Information Technology Fund | Total All Funds |
| **REVENUES** | | | | | | |
| Franchise Fees | $ - | $ - | $ - | $ - | $ - | $ 3,626,000 |
| Property Taxes | - | - | - | - | - | 74,341,100 |
| Non-Property Taxes | - | - | - | - | - | 2,953,800 |
| Sales Taxes | - | - | - | - | - | 46,081,100 |
| Fines and Forfeitures | - | - | - | - | - | 1,855,200 |
| Licenses and Permits | - | - | - | - | - | 2,757,500 |
| Fees, Services and Refunds | 615,800 | 2,653,400 | - | 12,810,300 | 5,155,000 | 66,088,000 |
| Non-Aeronautical Revenue | - | - | - | - | - | 606,200 |
| Contributions | - | - | - | - | - | 9,821,375 |
| Utility Services From BPUB | - | - | - | - | - | 3,691,500 |
| Surplus Funds from BPUB | - | - | - | - | - | 10,200,000 |
| Intergovernmental | - | - | - | - | - | 3,413,900 |
| Miscellaneous | 506,300 | - | 15,322,000 | - | - | 19,056,700 |
| Interest Income | 33,900 | 400 | - | 30,000 | 23,700 | 2,604,600 |
| Total Revenues | 1,156,000 | 2,653,800 | 15,322,000 | 12,840,300 | 5,178,700 | 247,096,975 |
| **EXPENDITURES/EXPENSES** | | | | | | |
| General Government | - | 2,653,800 | 14,905,300 | 3,124,100 | 5,178,700 | 62,300,062 |
| Public Safety | - | - | - | - | - | 71,557,800 |
| Public Works | - | - | - | 10,316,200 | - | 28,010,800 |
| Sanitation | - | - | - | - | - | 153,900 |
| Public Health | - | - | - | - | - | 4,104,600 |
| Housing Assistance Programs | - | - | - | - | - | 874,430 |
| Public Assistance | - | - | - | - | - | 225,383 |
| Culture and Recreation | - | - | - | - | - | 12,306,900 |
| Convention and Tourism | - | - | - | - | - | 2,376,500 |
| Economic Development | - | - | - | - | - | - |
| Enterprise Funds | 1,561,000 | - | 416,700 | - | - | 29,685,700 |
| Debt Service | - | - | - | - | - | 34,750,400 |
| Total Expenditures/Expenses | 1,561,000 | 2,653,800 | 15,322,000 | 13,440,300 | 5,178,700 | 246,346,475 |
| Excess (Deficiency) of Revenues Over (Under) Expenditures/Expenses | (405,000) | - | - | (600,000) | - | 750,500 |
| **OTHER FINANCING SOURCES (USES)** | | | | | | |
| Operating Transfers From Other Funds | 405,000 | - | - | 600,000 | - | 24,327,000 |
| Operating Transfers To Other Funds | - | - | - | - | - | (25,077,000) |
| Net Other Financing Sources (Uses) | 405,000 | - | - | 600,000 | - | (750,000) |
| Net Change in Fund Balance/Net Position | - | - | - | - | - | 500 |
| Fund Balance/Net Position, Beginning | 1,576,120 | 19,153,127 | (765,467) | 299,897 | 2,798,663 | 221,036,477 |
| Fund Balance/Net Position, Ending | $ 1,576,120 | $ 19,153,127 | $ (765,467) | $ 299,897 | $ 2,798,663 | $ 221,036,977 |

**CITY OF BROWNSVILLE, TEXAS**
**All Funds**
**Statement of Revenues, Expenditures/Expenses, and Changes in Fund Balance/Net Position**
**For Fiscal Years 2025 - 2027**

| | FY 2025 Actual | FY 2026 Adopted Budget | FY 2026 Amended Budget | FY 2027 Proposed Budget | Over/(Under) FY 2026 Adopted |
|---|---|---|---|---|---|
| **REVENUES** | | | | | |
| Franchise Fees | $ 5,566,712 | $ 4,785,200 | $ 4,785,200 | $ 3,626,000 | $ (1,159,200) |
| Property Taxes | 66,460,975 | 71,275,600 | 71,275,600 | 74,341,100 | 3,065,500 |
| Non-Property Taxes | 3,137,432 | 2,790,310 | 2,790,310 | 2,953,800 | 163,490 |
| Sales Taxes | 47,021,607 | 44,994,700 | 44,994,700 | 46,081,100 | 1,086,400 |
| Fines and Forfeitures | 2,376,338 | 1,746,700 | 2,667,380 | 1,855,200 | 108,500 |
| Licenses and Permits | 2,660,710 | 3,024,200 | 3,024,200 | 2,757,500 | (266,700) |
| Fees, Services and Refunds | 61,335,020 | 55,418,985 | 57,074,000 | 66,088,000 | 10,669,015 |
| Non-Aeronautical Revenue | 582,632 | 650,000 | 650,000 | 606,200 | (43,800) |
| Contributions | 23,498,726 | 9,554,369 | 14,910,037 | 9,821,375 | 267,006 |
| Utility Services From BPUB | 4,703,211 | 3,575,200 | 3,575,200 | 3,691,500 | 116,300 |
| Surplus Funds from BPUB | 12,062,552 | 10,200,000 | 10,410,169 | 10,200,000 | - |
| Intergovernmental | 10,744,520 | 4,403,565 | 14,826,254 | 3,413,900 | (989,665) |
| Miscellaneous | 20,365,563 | 18,399,950 | 19,904,950 | 19,056,700 | 656,750 |
| Interest Income | 3,578,940 | 2,731,900 | 2,731,900 | 2,604,600 | (127,300) |
| Total Revenues | 264,094,937 | 233,550,679 | 253,619,900 | 247,096,975 | 13,546,296 |
| **EXPENDITURES/EXPENSES** | | | | | |
| General Government | 60,982,167 | 56,683,342 | 60,170,393 | 62,300,062 | 5,616,720 |
| Public Safety | 81,613,381 | 71,075,705 | 73,553,223 | 71,557,800 | 482,095 |
| Public Works | 28,661,899 | 25,671,305 | 27,843,801 | 28,010,800 | 2,339,495 |
| Sanitation | 483,800 | 153,125 | 153,125 | 153,900 | 775 |
| Public Health | 4,725,383 | 3,583,872 | 4,612,052 | 4,104,600 | 520,728 |
| Housing Assistance Programs | 944,484 | 999,945 | 2,172,886 | 874,430 | (125,515) |
| Public Assistance | 1,213,211 | 553,240 | 1,822,109 | 225,383 | (327,857) |
| Culture and Recreation | 13,625,863 | 12,886,011 | 14,334,822 | 12,306,900 | (579,111) |
| Convention and Tourism | 2,717,391 | 2,313,910 | 2,793,708 | 2,376,500 | 62,590 |
| Economic Development | 803,541 | - | 1,185,000 | - | - |
| Enterprise Funds | 41,342,239 | 28,184,024 | 67,783,391 | 29,685,700 | 1,501,676 |
| Debt Service | 27,167,723 | 30,665,900 | 30,665,900 | 34,750,400 | 4,084,500 |
| Total Expenditures/Expenses | 264,281,081 | 232,770,379 | 287,090,410 | 246,346,475 | 13,576,096 |
| Excess (Deficiency) of Revenues Over (Under) Expenditures/Expenses | (186,144) | 780,300 | (33,470,510) | 750,500 | (29,800) |
| **OTHER FINANCING SOURCES (USES)** | | | | | |
| Operating Transfers from Other Funds | 26,711,474 | 20,119,000 | 37,261,521 | 24,327,000 | 4,208,000 |
| Operating Transfers to Other Funds | (24,375,086) | (20,899,000) | (22,918,825) | (25,077,000) | (4,178,000) |
| Net Other Financing Sources (Uses) | 2,336,388 | (780,000) | 14,342,696 | (750,000) | 30,000 |
| Net Change in Fund Balance/Net Position | 2,150,245 | 300 | (19,127,814) | 500 | 200 |
| Fund Balance/Net Position, Beginning | 238,014,046 | 240,164,291 | 240,164,291 | 221,036,477 | (19,127,814) |
| Fund Balance/Net Position, Ending | $ 240,164,291 | $ 240,164,591 | $ 221,036,477 | $ 221,036,977 | $ (19,127,614) |

**CITY OF BROWNSVILLE, TEXAS**
**All Funds**
**Statement of Revenues, Expenditures/Expenses, and Changes in Fund Balance/Net Position**
**For Fiscal Years 2025 - 2027**

| | FY 2025 Actual | FY 2026 Adopted Budget | FY 2026 Amended Budget | FY 2027 Proposed Budget | Over/(Under) FY 2026 Adopted |
|---|---|---|---|---|---|
| **REVENUES** | | | | | |
| Franchise Fees | $ 5,566,712 | $ 4,785,200 | $ 4,785,200 | $ 3,626,000 | $ (1,159,200) |
| Property Taxes | 66,460,975 | 71,275,600 | 71,275,600 | 74,341,100 | 3,065,500 |
| Non-Property Taxes | 3,137,432 | 2,790,310 | 2,790,310 | 2,953,800 | 163,490 |
| Sales Taxes | 47,021,607 | 44,994,700 | 44,994,700 | 46,081,100 | 1,086,400 |
| Fines and Forfeitures | 2,376,338 | 1,746,700 | 2,667,380 | 1,855,200 | 108,500 |
| Licenses and Permits | 2,660,710 | 3,024,200 | 3,024,200 | 2,757,500 | (266,700) |
| Fees, Services and Refunds | 61,335,020 | 55,418,985 | 57,074,000 | 66,088,000 | 10,669,015 |
| Non-Aeronautical Revenue | 582,632 | 650,000 | 650,000 | 606,200 | (43,800) |
| Contributions | 23,498,726 | 9,554,369 | 14,910,037 | 9,821,375 | 267,006 |
| Utility Services from BPUB | 4,703,211 | 3,575,200 | 3,575,200 | 3,691,500 | 116,300 |
| Surplus Funds from BPUB | 12,062,552 | 10,200,000 | 10,410,169 | 10,200,000 | - |
| Intergovernmental | 10,744,520 | 4,403,565 | 14,826,254 | 3,413,900 | (989,665) |
| Miscellaneous Revenue | 20,365,563 | 18,399,950 | 19,904,950 | 19,056,700 | 656,750 |
| Interest Income | 3,578,940 | 2,731,900 | 2,731,900 | 2,604,600 | (127,300) |
| Total Revenues | 264,094,937 | 233,550,679 | 253,619,900 | 247,096,975 | 13,546,296 |
| **EXPENDITURES/EXPENSES** | | | | | |
| Personnel Services | 113,783,105 | 116,669,231 | 116,996,609 | 120,925,326 | 4,256,095 |
| Materials and Supplies | 11,854,894 | 10,220,480 | 10,025,928 | 10,409,307 | 188,827 |
| Maintenance of Bldgs. and Structures | 3,681,683 | 3,311,700 | 3,410,141 | 3,746,800 | 435,100 |
| Maintenance of Equipment | 16,989,994 | 10,692,667 | 11,002,549 | 11,886,400 | 1,193,733 |
| Miscellaneous Services | 26,062,346 | 15,679,973 | 18,093,961 | 17,334,600 | 1,654,627 |
| Indirect Costs | 30,061,880 | 31,522,600 | 31,522,600 | 35,607,100 | 4,084,500 |
| Internal Services | 7,417,944 | 9,803,300 | 9,803,300 | 10,675,000 | 871,700 |
| Special Projects | 10,776,751 | 4,486,869 | 14,662,815 | 7,227,700 | 2,740,831 |
| General Services and Contingencies | 44,459 | 32,100 | 32,100 | 32,100 | |
| Contingency | 33,416,398 | 23,692,613 | 25,742,174 | 21,942,000 | (1,750,613) |
| Utilities | 2,783,033 | 3,401,400 | 3,401,400 | 3,401,400 | - |
| Non-Recurring | 1,340,166 | 12,000 | - | - | (12,000) |
| Structures | 1,532,003 | 350,000 | 2,490,720 | 350,000 | - |
| Equipment $10,000 and Over | (2,996,449) | 7,500 | 7,711,481 | - | (7,500) |
| Grants and Special Projects | 7,532,874 | 2,887,946 | 32,194,632 | 2,808,742 | (79,204) |
| Total Expenditures/Expenses | 264,281,081 | 232,770,379 | 287,090,410 | 246,346,475 | 13,576,096 |
| Excess (Deficiency) of Revenues Over (Under) Expenditures/Expenses | (186,144) | 780,300 | (33,470,510) | 750,500 | (29,800) |
| **OTHER FINANCING SOURCES (USES)** | | | | | |
| Operating Transfers From Other Funds | 26,711,474 | 20,119,000 | 37,261,521 | 24,327,000 | 4,208,000 |
| Operating Transfers To Other Funds | (24,375,086) | (20,899,000) | (22,918,825) | (25,077,000) | (4,178,000) |
| Net Other Financing Sources (Uses) | 2,336,388 | (780,000) | 14,342,696 | (750,000) | 30,000 |
| Net Change in Fund Balance/Net Position | 2,150,245 | 300 | (19,127,814) | 500 | 200 |
| Fund Balance/Net Position, Beginning | 238,014,046 | 240,164,291 | 240,164,291 | 221,036,477 | (19,127,814) |
| Fund Balance/Net Position, Ending | $ 240,164,291 | $ 240,164,591 | $ 221,036,477 | $ 221,036,977 | $ (19,127,614) |

**CITY OF BROWNSVILLE, TEXAS**
**Estimated Property Tax Valuation and Revenue**
**Fiscal Year 2027**

**Taxable Value & Levy**

| | | |
|---|---|---|
| Total Estimated Net Taxable (Certified values + taxable value of properties under protest, lower value used). | $ | 13,099,056,249 |
| Freeze Adjusted Taxable Levy @ $0.603504/100 | $ | 69,340,434 |
| Freeze Taxable Levy | $ | 6,872,962 |
| Total Tax Levy | $ | 76,213,396 |

**Tax to be Collected**

| | | |
|---|---|---|
| Percentage of 2026 Tax Roll Estimated to be Collected During FY 2026 | | 96.10% |
| Estimated 2026 Tax Levy to be Collected During FY 2027 | $ | 73,241,074 |
| Estimated Collection on Prior Years +/- Penalties & Discounts | $ | 1,100,000 |
| Estimated Total FY 2027 Tax Collections | $ | 74,341,074 |

**Tax Distribution**

| Fund | | | Current | Prior Year, Penalty & Interest, Discounts | Tax Amount Distribution |
|---|---|---|---|---|---|
| General (M&O) | 0.353538 | 58.58% | $ 42,905,271 | $ 644,390 | $ 43,549,661 |
| Debt Service | 0.249966 | 41.42% | $ 30,335,803 | $ 455,610 | $ 30,791,413 |
| Totals | 0.603504 | 100.00% | $ 73,241,074 | $ 1,100,000 | $ 74,341,074 |

# GENERAL FUND

This is the largest fund within the City. The general fund accounts for the majority of the financial resources of the government. Revenues include property taxes, sales taxes, licenses and permits, services charges, and other types of revenue. This fund includes most of the basic operating functions such as fire and police protection, municipal court, financial services, city manager, city secretary, legal, health, organizational development and human resources, engineering and public works, parks and recreation, emergency medical services, and planning and redevelopment services. The general fund is used to account for resources traditionally associated with government which are not required legally or by sound financial management to be accounted for in another fund.

**CITY OF BROWNSVILLE, TEXAS**
**General Fund**
**Statement of Revenues, Expenditures, and Changes in Fund Balance**
**For Fiscal Years 2025 - 2027**

| | FY 2025 Actual | FY 2026 Adopted Budget | FY 2026 Amended Budget | FY 2027 Proposed Budget | Over/(Under) FY 2026 Adopted |
|---|---|---|---|---|---|
| **REVENUES** | | | | | |
| Franchise Fees | $ 5,566,712 | $ 4,785,200 | $ 4,785,200 | $ 3,626,000 | $ (1,159,200) |
| Property Taxes | 39,452,509 | 41,988,700 | 41,988,700 | 43,549,700 | 1,561,000 |
| Non-Property Taxes | 687,374 | 541,400 | 541,400 | 600,100 | 58,700 |
| Sales Taxes | 47,021,607 | 44,994,700 | 44,994,700 | 46,081,100 | 1,086,400 |
| Fines and Forfeitures | 1,888,153 | 1,254,700 | 2,175,380 | 1,387,900 | 133,200 |
| Licenses and Permits | 2,660,710 | 3,024,200 | 3,024,200 | 2,757,500 | (266,700) |
| Fees, Services and Refunds | 13,459,306 | 10,337,000 | 11,592,015 | 11,452,400 | 1,115,400 |
| Contributions | 1,367,365 | 500,000 | 857,604 | 844,600 | 344,600 |
| Utility Services from BPUB | 4,703,211 | 3,575,200 | 3,575,200 | 3,691,500 | 116,300 |
| Surplus Funds from BPUB | 12,062,552 | 10,200,000 | 10,410,169 | 10,200,000 | - |
| Intergovernmental | 4,347,371 | 500,000 | 500,532 | - | (500,000) |
| Miscellaneous Revenue | 3,372,355 | 2,480,700 | 3,985,700 | 3,105,000 | 624,300 |
| Interest Income | 1,259,738 | 1,800,000 | 1,800,000 | 1,532,400 | (267,600) |
| Total Revenues | 137,848,963 | 125,981,800 | 130,230,800 | 128,828,200 | 2,846,400 |
| **EXPENDITURES** | | | | | |
| Personnel Services | 95,019,758 | 93,225,200 | 93,785,900 | 95,349,300 | 2,124,100 |
| Materials and Supplies | 6,324,886 | 5,581,900 | 5,406,082 | 5,681,400 | 99,500 |
| Maintenance of Bldgs. and Structures | 717,714 | 562,800 | 851,335 | 747,400 | 184,600 |
| Maintenance of Equipment | 5,325,332 | 3,834,600 | 4,332,724 | 4,010,200 | 175,600 |
| Miscellaneous Services | 11,755,258 | 7,928,900 | 8,995,858 | 8,222,500 | 293,600 |
| Indirect Costs | 680,401 | - | - | - | - |
| Internal Services | 7,417,944 | 9,803,300 | 9,803,300 | 10,675,000 | 871,700 |
| Special Projects | 5,277,876 | 2,613,000 | 5,406,373 | 2,603,000 | (10,000) |
| Contingency | 4,647,341 | 4,519,700 | 6,021,671 | 2,561,000 | (1,958,700) |
| Utilities | 2,783,033 | 3,401,400 | 3,401,400 | 3,401,400 | - |
| Non-Recurring | 1,030,421 | 12,000 | - | - | (12,000) |
| Structures | 1,055,765 | - | 1,940,720 | - | - |
| Equipment $10,000 and Over | 1,155,998 | - | 314,315 | - | - |
| Grants and Special Projects | - | - | 30,000 | - | - |
| Total Expenditures | 143,191,728 | 131,482,800 | 140,289,678 | 133,251,200 | 1,768,400 |
| Excess (Deficiency) of Revenues Over (Under) Expenditures | (5,342,765) | (5,501,000) | (10,058,878) | (4,423,000) | 1,078,000 |
| **OTHER FINANCING SOURCES (USES)** | | | | | |
| Operating Transfers From Other Funds | 15,236,168 | 12,700,000 | 12,700,000 | 13,100,000 | 400,000 |
| Operating Transfers To Other Funds | (8,138,918) | (7,199,000) | (9,218,825) | (8,677,000) | (1,478,000) |
| Net Other Financing Sources (Uses) | 7,097,250 | 5,501,000 | 3,481,175 | 4,423,000 | (1,078,000) |
| Net Change in Fund Balance | 1,754,485 | - | (6,577,703) | - | - |
| Fund Balance, Beginning | 45,759,085 | 47,513,571 | 47,513,571 | 40,935,868 | (6,577,703) |
| Fund Balance, Ending | $ 47,513,571 | $ 47,513,571 | $ 40,935,868 | $ 40,935,868 | $ (6,577,703) |

# CONVENTION AND TOURISM FUND

A fund used to account for the promotion of tourism. The primary revenues are provided by the proceeds from the City's hotel occupancy tax. Such occupancy tax is authorized by an Act of the Texas Legislature and approved for levy by the City. The Texas Act provides that the revenues derived from the levy of the tax are to be expended in a manner directly enhancing and promoting tourism and the convention and hotel industry. This fund is classified as a special revenue fund, which is used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for specific purposes.

**CITY OF BROWNSVILLE, TEXAS**
**Convention and Tourism Fund**
**Statement of Revenues, Expenditures, and Changes in Fund Balance**
**For Fiscal Years 2025 - 2027**

| | FY 2025 Actual | FY 2026 Adopted Budget | FY 2026 Amended Budget | FY 2027 Proposed Budget | Over/(Under) FY 2026 Adopted |
|---|---|---|---|---|---|
| **REVENUES** | | | | | |
| Non-Property Taxes | $ 2,450,058 | $ 2,248,910 | $ 2,248,910 | 2,353,700 | $ 104,790 |
| Fees, Services and Refunds | 4,255 | 1,000 | 1,000 | 1,600 | 600 |
| Miscellaneous Revenue | 90,028 | 35,000 | 35,000 | 9,200 | (25,800) |
| Interest Income | 57,682 | 32,000 | 32,000 | 30,000 | (2,000) |
| Total Revenues | 2,602,024 | 2,316,910 | 2,316,910 | 2,394,500 | 77,590 |
| **EXPENDITURES** | | | | | |
| Personnel Services | 390,171 | 679,807 | 687,807 | 581,000 | (98,807) |
| Materials and Supplies | 166,299 | 75,343 | 78,343 | 87,200 | 11,857 |
| Maintenance of Bldgs. and Structures | 24 | 9,000 | 9,000 | 9,000 | - |
| Maintenance of Equipment | 6,016 | 1,300 | 1,300 | 1,300 | - |
| Miscellaneous Services | 470,128 | 428,375 | 481,627 | 517,300 | 88,925 |
| Special Projects | 6,032 | 3,000 | 12,502 | 18,000 | 15,000 |
| Contingency | 1,582,196 | 1,044,085 | 1,459,631 | 1,065,700 | 21,615 |
| Grants and Special Projects | 102,558 | 76,000 | 76,000 | 115,000 | 39,000 |
| Total Expenditures | 2,723,423 | 2,316,910 | 2,806,210 | 2,394,500 | 77,590 |
| Excess (Deficiency) of Revenues Over (Under) Expenditures | (121,400) | - | (489,300) | - | - |
| **OTHER FINANCING SOURCES (USES)** | | | | | |
| Operating Transfers From Other Funds | - | - | - | - | - |
| Operating Transfers To Other Funds | (336,168) | - | - | - | - |
| Net Other Financing Sources (Uses) | (336,168) | - | - | - | - |
| Net Change in Fund Balance | (457,568) | - | (489,300) | - | - |
| Fund Balance, Beginning | 1,460,030 | 1,002,462 | 1,002,462 | 513,162 | (489,300) |
| Fund Balance, Ending | $ 1,002,462 | $ 1,002,462 | $ 513,162 | $ 513,162 | $ (489,300) |

# COMMUNITY DEVELOPMENT FUND

A fund used to account for the operations of the Community Development Block Grant Program/Metropolitan Entitlement funds. The entitlement funds are received from the United States department of Housing and Urban Development. This fund is classified as a special revenue fund, which is used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for specific purposes.

**CITY OF BROWNSVILLE, TEXAS**
**Community Development Fund**
**Statement of Revenues, Expenditures, and Changes in Fund Balance**
**For Fiscal Years 2025 - 2027**

| | FY 2025 Actual | FY 2026 Adopted Budget | FY 2026 Amended Budget | FY 2027 Proposed Budget | Over/(Under) FY 2026 Adopted |
|---|---|---|---|---|---|
| **REVENUES** | | | | | |
| Contributions | $ 4,936,821 | $ 3,680,369 | $ 8,564,500 | $ 3,667,775 | $ (12,594) |
| Miscellaneous Revenue | 139,905 | - | - | - | - |
| Interest Income | 5,663 | - | - | - | - |
| Total Revenues | 5,082,389 | 3,680,369 | 8,564,500 | 3,667,775 | (12,594) |
| **EXPENDITURES** | | | | | |
| Personnel Services | 111,538 | 766,116 | 461,294 | 871,726 | 105,610 |
| Materials and Supplies | - | 23,207 | 23,207 | 23,207 | - |
| Maintenance of Bldgs. and Structures | - | - | 6,000 | 6,000 | 6,000 |
| Maintenance of Equipment | - | 7,100 | 1,000 | 1,000 | (6,100) |
| Miscellaneous Services | - | 93,500 | 93,600 | 93,600 | 100 |
| Indirect Costs | - | 20,000 | 20,000 | 20,000 | - |
| Grants and Special Projects | 4,840,202 | 2,770,446 | 7,961,454 | 2,652,242 | (118,204) |
| Total Expenditures | 4,951,740 | 3,680,369 | 8,566,555 | 3,667,775 | (12,594) |
| Excess (Deficiency) of Revenues Over (Under) Expenditures | 130,649 | - | (2,055) | - | - |
| **OTHER FINANCING SOURCES (USES)** | | | | | |
| Operating Transfers From Other Funds | 13,780 | - | - | - | - |
| Operating Transfers To Other Funds | - | - | - | - | - |
| Net Other Financing Sources (Uses) | 13,780 | - | - | - | - |
| Net Change in Fund Balance | 144,429 | - | (2,055) | - | - |
| Fund Balance, Beginning | 82,778 | 227,207 | 227,207 | 225,152 | (2,055) |
| Fund Balance, Ending | $ 227,207 | $ 227,207 | $ 225,152 | $ 225,152 | $ (2,055) |

# STREET AND DRAINAGE MAINTENANCE FUND

A fund used to account for street and drainage maintenance operations. The primary revenues are provided by the proceeds of the service charge established by ordinance for the maintenance of city easements and rights-of-way. This fund is classified as a special revenue fund, which is used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for specific purposes.

**CITY OF BROWNSVILLE, TEXAS**
**Street and Drainage Maintenance Fund**
**Statement of Revenues, Expenditures, and Changes in Fund Balance**
**For Fiscal Years 2025 - 2027**

| | FY 2025 Actual | FY 2026 Adopted Budget | FY 2026 Amended Budget | FY 2027 Proposed Budget | Over/(Under) FY 2026 Adopted |
|---|---|---|---|---|---|
| **REVENUES** | | | | | |
| Fees, Services and Refunds | $ 3,921,810 | $ 3,916,800 | $ 3,916,800 | $ 3,975,000 | $ 58,200 |
| Interest Income | 229,504 | 235,000 | 235,000 | 224,800 | (10,200) |
| Total Revenues | 4,151,314 | 4,151,800 | 4,151,800 | 4,199,800 | 48,000 |
| **EXPENDITURES** | | | | | |
| Personnel Services | 2,090,572 | 1,982,450 | 1,982,450 | 2,379,500 | 397,050 |
| Materials and Supplies | 429,185 | 350,000 | 350,000 | 351,000 | 1,000 |
| Maintenance of Bldgs. and Structures | 1,757,757 | 1,377,500 | 1,379,000 | 1,379,000 | 1,500 |
| Maintenance of Equipment | 1,136,696 | 864,000 | 862,500 | 862,500 | (1,500) |
| Miscellaneous Services | 214,950 | 105,950 | 149,250 | 105,900 | (50) |
| General Services and Contingencies | 3,936 | 3,100 | 3,100 | 3,100 | - |
| Contingency | 120,075 | 118,800 | 118,800 | 118,800 | - |
| Structures | 197,722 | 350,000 | 350,000 | 350,000 | - |
| Equipment $10,000 and Over | 126,432 | - | - | - | - |
| Total Expenditures | 6,077,325 | 5,151,800 | 5,195,100 | 5,549,800 | 398,000 |
| Excess (Deficiency) of Revenues Over (Under) Expenditures | (1,926,011) | (1,000,000) | (1,043,300) | (1,350,000) | (350,000) |
| **OTHER FINANCING SOURCES (USES)** | | | | | |
| Operating Transfers From Other Funds | 1,042,000 | 1,000,000 | 1,000,000 | 1,350,000 | 350,000 |
| Operating Transfers To Other Funds | - | - | - | - | - |
| Net Other Financing Sources (Uses) | 1,042,000 | 1,000,000 | 1,000,000 | 1,350,000 | 350,000 |
| Net Change in Fund Balance | (884,011) | - | (43,300) | - | - |
| Fund Balance, Beginning | 5,625,979 | 4,741,968 | 4,741,968 | 4,698,668 | (43,300) |
| Fund Balance, Ending | $ 4,741,968 | $ 4,741,968 | $ 4,698,668 | $ 4,698,668 | $ (43,300) |

# STORMWATER DRAINAGE MAINTENACE FUND

To account for drainage maintenance operations. The primary revenues are provided by the proceeds of the drainage fee.

**CITY OF BROWNSVILLE, TEXAS**
**Stormwater Drainage Maintenance Fund**
**Statement of Revenues, Expenditures, and Changes in Fund Balance**
**For Fiscal Years 2025 - 2027**

| | FY 2025 Actual | FY 2026 Adopted Budget | FY 2026 Amended Budget | FY 2027 Proposed Budget | Over/(Under) FY 2026 Adopted |
|---|---|---|---|---|---|
| **REVENUES** | | | | | |
| Fees, Services and Refunds | $ - | $ - | $ - | $ 2,800,000 | $ 2,800,000 |
| Total Revenues | - | - | - | 2,800,000 | 2,800,000 |
| **EXPENDITURES** | | | | | |
| Personnel Services | - | - | - | 480,000 | 480,000 |
| Materials and Supplies | - | - | - | 41,500 | 41,500 |
| Maintenance of Bldgs. and Structures | - | - | - | 163,400 | 163,400 |
| Maintenance of Equipment | - | - | - | 102,500 | 102,500 |
| Miscellaneous Services | - | - | - | 12,600 | 12,600 |
| Total Expenditures | - | - | - | 800,000 | 800,000 |
| Excess (Deficiency) of Revenues Over (Under) Expenditures | - | - | - | 2,000,000 | 2,000,000 |
| **OTHER FINANCING SOURCES (USES)** | | | | | |
| Operating Transfers From Other Funds | - | - | - | - | - |
| Operating Transfers To Other Funds | - | - | - | (2,000,000) | (2,000,000) |
| Net Other Financing Sources (Uses) | - | - | - | (2,000,000) | (2,000,000) |
| Net Change in Fund Balance | - | - | - | - | - |
| Fund Balance, Beginning | - | - | - | - | - |
| Fund Balance, Ending | $ - | $ - | $ - | $ - | $ - |

# GENERAL NON-BONDED DEBT SERVICE FUND

A fund used to account for the debt service on other general governmental non-bonded long-term debt of the city, such as lease-purchases. This fund is classified as a debt service fund, which is used to account for the accumulation of resources and the payment of principal and interest on the general governmental long-term debt of the city.

**CITY OF BROWNSVILLE, TEXAS**
**General Non-Bonded Debt Service Fund**
**Statement of Revenues, Expenditures, and Changes in Fund Balance**
**For Fiscal Years 2025 - 2027**

| | FY 2025 Actual | FY 2026 Adopted Budget | FY 2026 Amended Budget | FY 2027 Proposed Budget | Over/(Under) FY 2026 Adopted |
|---|---|---|---|---|---|
| **REVENUES** | | | | | |
| Interest Income | $ 534 | $ 300 | $ 300 | $ 500 | $ 200 |
| Total Revenues | 534 | 300 | 300 | 500 | 200 |
| **EXPENDITURES** | | | | | |
| Indirect Costs | - | - | - | - | - |
| Total Expenditures | - | - | - | - | - |
| Net Change in Fund Balance | 534 | 300 | 300 | 500 | 200 |
| Fund Balance, Beginning | 12,350 | 12,884 | 12,884 | 13,184 | 300 |
| Fund Balance, Ending | $ 12,884 | $ 13,184 | $ 13,184 | $ 13,684 | $ 500 |

# GENERAL BOND DEBT SERVICE FUND

A fund used to account for the debt service on legally restricted general bonded obligation long-term debt of the city. This fund is classified as a debt service fund, which is used to account for the accumulation of resources for the payment of principal and interest on the general governmental long-term debt of the city.

**CITY OF BROWNSVILLE, TEXAS**
**General Bonded Debt Service Fund**
**Statement of Revenues, Expenditures, and Changes in Fund Balance**
**For Fiscal Years 2025 - 2027**

| | FY 2025 Actual | FY 2026 Adopted Budget | FY 2026 Amended Budget | FY 2027 Proposed Budget | Over/(Under) FY 2026 Adopted |
|---|---|---|---|---|---|
| **REVENUES** | | | | | |
| Property Taxes | $ 27,008,466 | $ 29,286,900 | $ 29,286,900 | $ 30,791,400 | $ 1,504,500 |
| Contributions | 1,309,000 | 1,309,000 | 1,309,000 | 1,309,000 | - |
| Interest Income | 489,542 | 70,000 | 70,000 | 100,000 | 30,000 |
| Total Revenues | 28,807,009 | 30,665,900 | 30,665,900 | 32,200,400 | 1,534,500 |
| **EXPENDITURES** | | | | | |
| Indirect Costs | 27,167,723 | 30,665,900 | 30,665,900 | 34,750,400 | 4,084,500 |
| Contingency | 82,162 | - | - | - | - |
| Total Expenditures | 27,249,885 | 30,665,900 | 30,665,900 | 34,750,400 | 4,084,500 |
| Excess (Deficiency) of Revenues Over (Under) Expenditures | 1,557,124 | - | - | (2,550,000) | (2,550,000) |
| **OTHER FINANCING SOURCES (USES)** | | | | | |
| Operating Transfers From Other Funds | 250,000 | - | - | 2,550,000 | 2,550,000 |
| Net Other Financing Sources (Uses) | 250,000 | - | - | 2,550,000 | 2,550,000 |
| Net Change in Fund Balance | 1,807,124 | - | - | - | - |
| Fund Balance, Beginning | 6,420,120 | 8,227,244 | 8,227,244 | 8,227,244 | - |
| Fund Balance, Ending | $ 8,227,244 | $ 8,227,244 | $ 8,227,244 | $ 8,227,244 | $ - |

# AIRPORT AND BUSINESS-INDUSTRIAL PARKS FUND

A fund used to account for the provision of airport facilities to commercial passenger and cargo aircraft, and private aircraft on behalf of the residents of the City and the Rio Grande Valley. Also, to account for the provisions of business and industrial park facilities (including the foreign trade zone) to various businesses for the behalf of the residents of the City and the Rio Grande Valley. This fund is classified as an enterprise fund. An enterprise fund is used to account for operations (a) that are financed and operated in a manner similar to private business enterprises-where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or (b) where the governing body has decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability, or other purposes.

**CITY OF BROWNSVILLE, TEXAS**
**Airport / Business Industrial Park Fund**
**Statement of Revenues, Expenses, and Changes in Net Position**
**For Fiscal Years 2025 - 2027**

| | FY 2025 Actual | FY 2026 Adopted Budget | FY 2026 Amended Budget | FY 2027 Proposed Budget | Over/(Under) FY 2026 Adopted |
|---|---|---|---|---|---|
| **REVENUES** | | | | | |
| Fees, Services and Refunds | $ 3,151,380 | $ 2,890,700 | $ 3,290,700 | $ 3,538,800 | $ 648,100 |
| Non-Aeronautical Revenue | 582,632 | 650,000 | 650,000 | 606,200 | (43,800) |
| Contributions | 9,855,468 | - | - | - | - |
| Intergovernmental | 100,000 | 400,000 | 400,000 | 100,000 | (300,000) |
| Miscellaneous Revenue | 289,272 | 4,800 | 4,800 | 5,500 | 700 |
| Interest Income | 85,550 | 9,600 | 9,600 | 8,900 | (700) |
| Total Revenues | 14,064,301 | 3,955,100 | 4,355,100 | 4,259,400 | 304,300 |
| **EXPENSES** | | | | | |
| Personnel Services | 2,181,556 | 2,467,932 | 2,475,932 | 3,013,500 | 545,568 |
| Materials and Supplies | 213,097 | 187,845 | 192,859 | 176,000 | (11,845) |
| Maintenance of Bldgs. and Structures | 171,352 | 110,900 | 185,466 | 128,700 | 17,800 |
| Maintenance of Equipment | 385,279 | 324,500 | 363,000 | 325,500 | 1,000 |
| Miscellaneous Services | 6,235,877 | 2,227,423 | 2,751,343 | 2,486,700 | 259,277 |
| Indirect Costs | 154,627 | 117,000 | 117,000 | 117,000 | - |
| General Services and Contingencies | 14,013 | 12,000 | 12,000 | 12,000 | - |
| Contingency | (857,414) | - | - | - | - |
| Equipment $10,000 and Over | - | 7,500 | 7,500 | - | (7,500) |
| Total Expenses | 8,498,387 | 5,455,100 | 6,105,100 | 6,259,400 | 811,800 |
| Income (Loss) Before Transfers | 5,565,914 | (1,500,000) | (1,750,000) | (2,000,000) | (507,500) |
| **TRANSFERS** | | | | | |
| Operating Transfers From Other Funds | 2,036,486 | 1,500,000 | 1,750,000 | 2,000,000 | 500,000 |
| Operating Transfers To Other Funds | - | - | - | - | - |
| Net Transfers | 2,036,486 | 1,500,000 | 1,750,000 | 2,000,000 | 500,000 |
| Change in Net Position | 7,602,400 | - | - | - | - |
| Net Position, Beginning | 91,872,749 | 99,475,149 | 99,475,149 | 99,475,149 | - |
| Net Position, Ending | $ 99,475,149 | $ 99,475,149 | $ 99,475,149 | $ 99,475,149 | $ - |

# BRIDGE FUND

This fund is used to account for debt service expenditures associated with the retirement of revenue bonds being shared equally between Cameron County and the City of Brownsville for the construction of the Veteran's International Bridge at Los Tomates.

**CITY OF BROWNSVILLE, TEXAS**
**Bridge Fund**
**Statement of Revenues, Expenses, and Changes in Net Position**
**For Fiscal Years 2025 - 2027**

| | FY 2025 Actual | FY 2026 Adopted Budget | FY 2026 Amended Budget | FY 2027 Proposed Budget | Over/(Under) FY 2026 Adopted |
|---|---|---|---|---|---|
| **REVENUES** | | | | | |
| Contributions | $ 3,569,764 | $ 4,065,000 | $ 4,065,000 | $ 4,000,000 | (65,000) |
| Interest Income | 451,242 | 110,000 | 110,000 | 200,000 | 90,000 |
| Total Revenues | 4,021,006 | 4,175,000 | 4,175,000 | 4,200,000 | 25,000 |
| **EXPENSES** | | | | | |
| Special Projects | 62,518 | 75,000 | 75,000 | 100,000 | 25,000 |
| Total Expenses | 62,518 | 75,000 | 75,000 | 100,000 | 25,000 |
| Income (Loss) Before Transfers | 3,958,489 | 4,100,000 | 4,100,000 | 4,100,000 | - |
| **TRANSFERS** | | | | | |
| Operating Transfers To Other Funds | (6,600,000) | (4,100,000) | (4,100,000) | (4,100,000) | - |
| Net Transfers | (6,600,000) | (4,100,000) | (4,100,000) | (4,100,000) | - |
| Change in Net Position | (2,641,511) | - | - | - | - |
| Net Position, Beginning | 11,155,167 | 8,513,656 | 8,513,656 | 8,513,656 | - |
| Net Position, Ending | $ 8,513,656 | $ 8,513,656 | $ 8,513,656 | $ 8,513,656 | $ - |

# MOTOR VEHICLE PARKING SYSTEM FUND

A fund used to account for the provision of certain public parking facilities to the residents of the City and surrounding areas. This fund is classified as an enterprise fund. An enterprise fund is used to account for operations (a) that are financed and operated in a manner similar to private business enterprises-where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or (b) where the governing body has decided that periodic determination or revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability, other purposes.

**CITY OF BROWNSVILLE, TEXAS**
**Motor Vehicle Parking Fund**
**Statement of Revenues, Expenses, and Changes in Net Position**
**For Fiscal Years 2025 - 2027**

| | FY 2025 Actual | FY 2026 Adopted Budget | FY 2026 Amended Budget | FY 2027 Proposed Budget | Over/(Under) FY 2026 Adopted |
|---|---|---|---|---|---|
| **REVENUES** | | | | | |
| Fines and Forfeitures | $ 488,186 | $ 492,000 | $ 492,000 | $ 467,300 | $ (24,700) |
| Fees, Services and Refunds | 31,224 | 37,000 | 37,000 | 26,500 | (10,500) |
| Miscellaneous Revenue | 201 | 5,000 | 5,000 | 100 | (4,900) |
| Interest Income | 926 | 1,000 | 1,000 | 900 | (100) |
| Total Revenues | 520,536 | 535,000 | 535,000 | 494,800 | (40,200) |
| **EXPENSES** | | | | | |
| Personnel Services | 367,546 | 525,573 | 525,573 | 564,400 | 38,827 |
| Materials and Supplies | 65,112 | 37,535 | 37,535 | 37,500 | (35) |
| Maintenance of Bldgs. and Structures | 1,540 | 1,300 | 13,400 | 13,400 | 12,100 |
| Maintenance of Equipment | 57,414 | 72,092 | 174,992 | 60,000 | (12,092) |
| Miscellaneous Services | 184,811 | 124,000 | 94,000 | 124,000 | - |
| Indirect Cost | 27,779 | 17,500 | 17,500 | 17,500 | - |
| Special Projects | 150,470 | 100,000 | 100,000 | 110,000 | 10,000 |
| Contingency | (96,346) | - | - | - | - |
| Total Expenses | 758,325 | 878,000 | 963,000 | 926,800 | 48,800 |
| Income (Loss) Before Transfers | (237,789) | (343,000) | (428,000) | (432,000) | (4,000) |
| **TRANSFERS** | | | | | |
| Operating Transfers From Other Funds | 338,020 | 343,000 | 428,000 | 432,000 | 89,000 |
| Operating Transfers To Other Funds | - | - | - | - | - |
| Net Transfers | 338,020 | 343,000 | 428,000 | 432,000 | 89,000 |
| Change in Net Position | 100,231 | - | - | - | - |
| Net Position, Beginning | 825,125 | 925,356 | 925,356 | 925,356 | - |
| Net Position, Ending | $ 925,356 | $ 925,356 | $ 925,356 | $ 925,356 | $ - |

# EVENT CENTER FUND

An enterprise fund to account for the revenue and expenses related to the Event Center located at 1 Events Center Boulevard, Brownsville, Texas 78526. An enterprise fund is used to account for operations (a) that are financed and operated in a manner similar to private business enterprises where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or (b) where the governing body has decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability, or other purposes.

**CITY OF BROWNSVILLE, TEXAS**
**Event Center Fund**
**Statement of Revenues, Expenses, and Changes in Net Position**
**For Fiscal Years 2025 - 2027**

| | FY 2025 Actual | FY 2026 Adopted Budget | FY 2026 Amended Budget | FY 2027 Proposed Budget | Over/(Under) FY 2026 Adopted |
|---|---|---|---|---|---|
| **REVENUES** | | | | | |
| Fees, Services and Refunds | $ 456,509 | $ 303,000 | $ 303,000 | $ 355,500 | $ 52,500 |
| Miscellaneous Revenue | 339 | 200 | 200 | 100 | (100) |
| Interest Income | 25,191 | 2,000 | 2,000 | 22,000 | 20,000 |
| Total Revenues | 482,039 | 305,200 | 305,200 | 377,600 | 72,400 |
| **EXPENSES** | | | | | |
| Personnel Services | 295,924 | 423,871 | 423,871 | 509,200 | 85,329 |
| Materials and Supplies | 70,539 | 59,550 | 59,550 | 59,600 | 50 |
| Maintenance of Bldgs. and Structures | 4,232 | 1,700 | 5,750 | 5,700 | 4,000 |
| Maintenance of Equipment | 9,503 | 8,050 | 4,000 | 4,000 | (4,050) |
| Miscellaneous Services | 259,911 | 255,029 | 255,029 | 199,100 | (55,929) |
| Indirect Costs | 34,617 | 43,000 | 43,000 | 43,000 | - |
| General Services & Contingency | - | 9,000 | 9,000 | 9,000 | - |
| Contingency | (90,755) | - | - | - | - |
| Total Expenses | 583,971 | 800,200 | 800,200 | 829,600 | 29,400 |
| Income (Loss) Before Transfers | (101,932) | (495,000) | (495,000) | (452,000) | 43,000 |
| **TRANSFERS** | | | | | |
| Operating Transfers From Other Funds | 601,257 | 495,000 | 495,000 | 452,000 | (43,000) |
| Operating Transfers To Other Funds | - | - | - | - | - |
| Net Transfers | 601,257 | 495,000 | 495,000 | 452,000 | (43,000) |
| Change in Net Position | 499,325 | - | - | - | - |
| Net Position, Beginning | 1,978,190 | 2,477,515 | 2,477,515 | 2,477,515 | - |
| Net Position, Ending | $ 2,477,515 | $ 2,477,515 | $ 2,477,515 | $ 2,477,515 | $ - |

# PUBLIC TRANSIT FUND

A fund used to account for the public mass transportation services (Bus services) to the residents of the City and surrounding areas. This fund is classified as an enterprise. An enterprise fund is used to account for operations (a) that are financed and operated in a manner similar to private business enterprises-where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or (b) where the governing body has decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability, or other purposes.

**CITY OF BROWNSVILLE, TEXAS**
**Public Transit Fund**
**Statement of Revenues, Expenses, and Changes in Net Position**
**For Fiscal Years 2025 - 2027**

| | FY 2025 Actual | FY 2026 Adopted Budget | FY 2026 Amended Budget | FY 2027 Proposed Budget | Over/(Under) FY 2026 Adopted |
|---|---|---|---|---|---|
| **REVENUES** | | | | | |
| Fees, Services and Refunds | $ 2,116,208 | $ 2,140,235 | $ 2,140,235 | $ 2,256,800 | $ 116,565 |
| Contributions | 1,947,388 | - | 113,933 | - | - |
| Intergovernmental | 6,297,148 | 3,503,565 | 13,925,722 | 3,313,900 | (189,665) |
| Miscellaneous Revenue | 320,119 | 370,500 | 370,500 | 95,000 | (275,500) |
| Interest Income | 112,414 | 63,000 | 63,000 | 91,200 | 28,200 |
| Total Revenues | 10,793,277 | 6,077,300 | 16,613,390 | 5,756,900 | (320,400) |
| **EXPENSES** | | | | | |
| Personnel Services | 4,674,165 | 5,880,702 | 5,889,702 | 6,069,400 | 188,698 |
| Materials and Supplies | 1,178,687 | 1,097,300 | 1,097,300 | 1,057,300 | (40,000) |
| Maintenance of Bldgs. and Structures | 35,619 | 41,900 | 48,900 | 48,900 | 7,000 |
| Maintenance of Equipment | 207,152 | 382,500 | 375,500 | 375,500 | (7,000) |
| Miscellaneous Services | 2,845,000 | 801,198 | 792,198 | 785,100 | (16,098) |
| Indirect Costs | 379,738 | 369,700 | 369,700 | 369,700 | - |
| Special Projects | - | - | 90,000 | 47,000 | 47,000 |
| General Services and Contingencies | 26,510 | 4,000 | 4,000 | 4,000 | - |
| Contingency | 1,897,724 | - | 132,044 | - | - |
| Non-Recurring | 7,202 | - | - | - | - |
| Equipment $10,000 and Over | (809,517) | - | - | - | - |
| Grants and Special Projects | 2,548,331 | - | 24,065,678 | - | - |
| Total Expenses | 12,990,610 | 8,577,300 | 32,865,022 | 8,756,900 | 179,600 |
| Income (Loss) Before Transfers | (2,197,333) | (2,500,000) | (16,251,632) | (3,000,000) | (500,000) |
| **TRANSFERS** | | | | | |
| Operating Transfers From Other Funds | 1,897,710 | 2,500,000 | 10,122,376 | 3,000,000 | 500,000 |
| Operating Transfers To Other Funds | - | - | - | - | - |
| Net Transfers | 1,897,710 | 2,500,000 | 10,122,376 | 3,000,000 | 500,000 |
| Change in Net Position | (299,623) | - | (6,129,256) | - | - |
| Net Position, Beginning | 38,053,630 | 37,754,007 | 37,754,007 | 31,624,751 | (6,129,256) |
| Net Position, Ending | $ 37,754,007 | $ 37,754,007 | $ 31,624,751 | $ 31,624,751 | $ (6,129,256) |

# LANDFILL FUND

A fund used to account for the operations of the City of Brownsville's Landfill. This fund is classified as an enterprise fund. An enterprise fund is used to account for operations (a) that are financed and operated in a manner similar to private business enterprises where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or (b) where the governing body has decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability, or other purposes.

**CITY OF BROWNSVILLE, TEXAS**
**Landfill Fund**
**Statement of Revenues, Expenses, and Changes in Net Position**
**For Fiscal Years 2025 - 2027**

| | FY 2025 Actual | FY 2026 Adopted Budget | FY 2026 Amended Budget | FY 2027 Proposed Budget | Over/(Under) FY 2026 Adopted |
|---|---|---|---|---|---|
| **REVENUES** | | | | | |
| Fees, Services and Refunds | $ 19,958,841 | $ 18,750,200 | $ 18,750,200 | $ 19,852,000 | $ 1,101,800 |
| Miscellaneous Revenue | 58,020 | 3,000 | 3,000 | 12,000 | 9,000 |
| Interest Income | 574,687 | 270,000 | 270,000 | 271,300 | 1,300 |
| Total Revenues | 20,591,548 | 19,023,200 | 19,023,200 | 20,135,300 | 1,112,100 |
| **EXPENSES** | | | | | |
| Personnel Services | 3,531,949 | 4,353,581 | 4,376,081 | 4,765,200 | 411,619 |
| Materials and Supplies | 832,732 | 710,500 | 710,500 | 711,000 | 500 |
| Maintenance of Bldgs. and Structures | 153,835 | 113,100 | 113,300 | 113,300 | 200 |
| Maintenance of Equipment | 2,147,485 | 1,022,250 | 1,022,050 | 1,022,000 | (250) |
| Miscellaneous Services | 1,593,490 | 807,400 | 807,400 | 807,400 | - |
| Indirect Costs | 804,710 | 247,000 | 247,000 | 247,000 | - |
| Special Projects | 4,345,318 | 1,695,869 | 8,978,940 | 1,695,900 | 31 |
| Contingency | 5,255,629 | 473,500 | 473,500 | 473,500 | - |
| Non-Recurring | 302,542 | - | - | - | - |
| Structures | 203,360 | - | - | - | - |
| Equipment $10,000 and Over | (3,394,206) | - | 7,356,074 | - | - |
| Total Expenses | 15,776,845 | 9,423,200 | 24,084,845 | 9,835,300 | 412,100 |
| Income (Loss) Before Transfers | 4,814,704 | 9,600,000 | (5,061,645) | 10,300,000 | 700,000 |
| **TRANSFERS** | | | | | |
| Operating Transfers From Other Funds | 3,595,772 | - | 8,775,145 | - | - |
| Operating Transfers To Other Funds | (9,300,000) | (9,600,000) | (9,600,000) | (10,300,000) | (700,000) |
| Net Transfers | (5,704,228) | (9,600,000) | (824,855) | (10,300,000) | (700,000) |
| Change in Net Position | (889,524) | - | (5,886,500) | - | - |
| Net Position, Beginning | 5,483,212 | 4,593,687 | 4,593,687 | (1,292,813) | (5,886,500) |
| Net Position, Ending | $ 4,593,687 | $ 4,593,687 | $ (1,292,813) | $ (1,292,813) | $ (5,886,500) |

# BROWNSVILLE GOLF CENTER FUND

A fund used to account for the operations of municipal golf course. This fund is classified as an enterprise fund. An enterprise fund is used to account for operations (a) that are financed and operated in a manner similar to private business enterprises where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or (b) where the governing body has decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability, or other purposes.

**CITY OF BROWNSVILLE, TEXAS**
**Brownsville Golf Center Fund**
**Statement of Revenues, Expenses, and Changes in Net Position**
**For Fiscal Years 2025 - 2027**

| | FY 2025 Actual | FY 2026 Adopted Budget | FY 2026 Amended Budget | FY 2027 Proposed Budget | Over/(Under) FY 2026 Adopted |
|---|---|---|---|---|---|
| **REVENUES** | | | | | |
| Fees, Services and Refunds | $ 575,423 | $ 547,650 | $ 547,650 | $ 594,900 | $ 47,250 |
| Miscellaneous Revenue | 6,237 | 550 | 550 | 1,500 | 950 |
| Interest Income | 35,734 | 37,500 | 37,500 | 34,600 | (2,900) |
| Total Revenues | 617,394 | 585,700 | 585,700 | 631,000 | 45,300 |
| **EXPENSES** | | | | | |
| Personnel Services | 461,467 | 610,805 | 610,805 | 609,200 | (1,605) |
| Materials and Supplies | 128,804 | 144,850 | 137,302 | 144,800 | (50) |
| Maintenance of Bldgs. and Structures | 7,217 | 17,500 | 24,500 | 48,500 | 31,000 |
| Maintenance of Equipment | 22,995 | 52,475 | 10,283 | 21,400 | (31,075) |
| Miscellaneous Services | 120,049 | 92,070 | 103,618 | 92,100 | 30 |
| Indirect Costs | 44,810 | 42,500 | 42,500 | 42,500 | - |
| Contingency | 172,291 | 69,000 | 69,000 | 69,000 | - |
| Equipment $10,000 and Over | - | - | 11,192 | - | - |
| Grants and Special Projects | 30,912 | 41,500 | 61,500 | 41,500 | - |
| Total Expenses | 988,544 | 1,070,700 | 1,070,700 | 1,069,000 | (1,700) |
| Income (Loss) Before Transfers | $ (371,150) | $ (485,000) | $ (485,000) | $ (438,000) | $ 47,000 |
| **TRANSFERS** | | | | | |
| Operating Transfers From Other Funds | 599,551 | 485,000 | 485,000 | 438,000 | (47,000) |
| Operating Transfers To Other Funds | - | - | - | - | - |
| Net Tranfers | 599,551 | 485,000 | 485,000 | 438,000 | (47,000) |
| Change in Net Position | 228,401 | - | - | - | - |
| Net Position, Beginning | 1,408,845 | 1,637,246 | 1,637,246 | 1,637,246 | - |
| Net Position, Ending | $ 1,637,246 | $ 1,637,246 | $ 1,637,246 | $ 1,637,246 | $ - |

# BROWNSVILLE SPORTS PARK FUND

A fund used to account for the operations of the Brownsville Sports Park. This fund is classified as an enterprise fund. An enterprise fund is used to account for operations (a) that are financed and operated in a manner similar to private business enterprises where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or (b) where the governing body has decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability, or other purposes.

**CITY OF BROWNSVILLE, TEXAS**
**Sports Park Fund**
**Statement of Revenues, Expenses, and Changes in Net Position**
**For Fiscal Years 2025 - 2027**

| | FY 2025 Actual | FY 2026 Adopted Budget | FY 2026 Amended Budget | FY 2027 Proposed Budget | Over/(Under) FY 2026 Adopted |
|---|---|---|---|---|---|
| **REVENUES** | | | | | |
| Fees, Services and Refunds | $ 619,473 | $ 527,600 | $ 527,600 | $ 615,800 | $ 88,200 |
| Miscellaneous Revenue | 502,026 | 500,200 | 500,200 | 506,300 | 6,100 |
| Interest Income | 51,585 | 33,000 | 33,000 | 33,900 | 900 |
| Total Revenues | 1,173,083 | 1,060,800 | 1,060,800 | 1,156,000 | 95,200 |
| **EXPENSES** | | | | | |
| Personnel Services | 719,493 | 872,672 | 872,672 | 876,900 | 4,228 |
| Materials and Supplies | 216,582 | 222,400 | 222,400 | 222,400 | - |
| Maintenance of Bldgs. and Structures | 82,888 | 65,000 | 71,500 | 71,500 | 6,500 |
| Maintenance of Equipment | 40,998 | 63,500 | 57,000 | 57,000 | (6,500) |
| Miscellaneous Services | 379,067 | 332,228 | 332,228 | 332,200 | (28) |
| General Services and Contingencies | - | 1,000 | 1,000 | 1,000 | - |
| Structures | 42,469 | - | - | - | - |
| Equipment $10,000 and Over | (42,469) | - | - | - | - |
| Total Expenses | 1,439,028 | 1,556,800 | 1,556,800 | 1,561,000 | 4,200 |
| Income (Loss) Before Transfers | (265,945) | (496,000) | (496,000) | (405,000) | 91,000 |
| **TRANSFERS** | | | | | |
| Operating Transfers From Other Funds | 480,684 | 496,000 | 496,000 | 405,000 | (91,000) |
| Operating Transfers To Other Funds | - | - | - | - | - |
| Net Transfers | 480,684 | 496,000 | 496,000 | 405,000 | (91,000) |
| Change in Net Position | 214,739 | - | - | - | - |
| Net Position, Beginning | 1,361,381 | 1,576,120 | 1,576,120 | 1,576,120 | - |
| Net Position, Ending | $ 1,576,120 | $ 1,576,120 | $ 1,576,120 | $ 1,576,120 | $ - |

# FIBER BROADBAND FUND

The Fiber Broadband Fund accounts for the operations of the City's fiber broadband service.

**CITY OF BROWNSVILLE, TEXAS**
**Fiber Broadband Fund**
**Statement of Revenues, Expenses, and Changes in Net Position**
**For Fiscal Years 2025 - 2027**

| | FY 2025 Actual | FY 2026 Adopted Budget | FY 2026 Amended Budget | FY 2027 Proposed Budget | Over/(Under) FY 2026 Adopted |
|---|---|---|---|---|---|
| **REVENUES** | | | | | |
| Fees, Services and Refunds | $ 61,995 | $ - | $ - | $ 2,653,400 | $ 2,653,400 |
| Contributions | 510,762 | - | - | - | - |
| Interest Income | 486 | - | - | 400 | 400 |
| Total Revenues | 573,243 | - | - | 2,653,800 | 2,653,800 |
| **EXPENSES** | | | | | |
| Miscellaneous Services | 200,000 | - | - | - | - |
| Special Projects | 934,538 | - | - | 2,653,800 | 2,653,800 |
| Total Expenses | 1,134,538 | - | - | 2,653,800 | 2,653,800 |
| Income (Loss) Before Transfers | (561,294) | - | - | - | - |
| **TRANSFERS** | | | | | |
| Operating Transfers From Other Funds | - | - | - | - | - |
| Operating Transfers To Other Funds | - | - | - | - | - |
| Net Transfers | - | - | - | - | - |
| Change in Net Position | (561,294) | - | - | - | - |
| Net Position, Beginning | 19,714,421 | 19,153,127 | 19,153,127 | 19,153,127 | - |
| Net Position, Ending | $ 19,153,127 | $ 19,153,127 | $ 19,153,127 | $ 19,153,127 | $ - |

# EMPLOYEE BENEFIT FUND

An Internal Service fund was established to administer the health and medical insurance program for city employees on a cost-reimbursement basis. On October 1, 2001, the City elected to convert from a fully insured medical insurance plan to a self-funded insured plan to provide medical coverage to City employees. The plan is administered by a service agent.

**CITY OF BROWNSVILLE, TEXAS**
**Employee Benefit Fund**
**Statement of Revenues, Expenses, and Changes in Net Position**
**For Fiscal Years 2025 - 2027**

| | FY 2025 Actual | FY 2026 Adopted Budget | FY 2026 Amended Budget | FY 2027 Proposed Budget | Over/(Under) FY 2026 Adopted |
|---|---|---|---|---|---|
| **REVENUES** | | | | | |
| Miscellaneous Revenue | $ 15,586,112 | $ 15,000,000 | $ 15,000,000 | $ 15,322,000 | $ 322,000 |
| Interest Income | 121,062 | 39,000 | 39,000 | - | (39,000) |
| Total Revenues | 15,707,174 | 15,039,000 | 15,039,000 | 15,322,000 | 283,000 |
| **EXPENSES** | | | | | |
| Personnel Services | 53,983 | 71,472 | 71,472 | 208,000 | 136,528 |
| Contingency | 18,504,075 | 14,967,528 | 14,967,528 | 15,114,000 | 146,472 |
| Total Expenses | 18,558,058 | 15,039,000 | 15,039,000 | 15,322,000 | 283,000 |
| Change in Net Position | (2,850,884) | - | - | - | - |
| Net Position, Beginning | 2,085,417 | (765,467) | (765,467) | (765,467) | - |
| Net Position, Ending | $ (765,467) | $ (765,467) | $ (765,467) | $ (765,467) | $ - |

# FLEET & FACILITY SERVICES FUND

An Internal Service fund established to finance and account for services, materials, and supplies furnished to various departments of the City. These services are provided on a cost reimbursement basis and are accounted for by the Fleet Maintenance and Facility Maintenance departments.

**CITY OF BROWNSVILLE, TEXAS**
**Fleet and Facility Services Fund**
**Statement of Revenues, Expenses, and Changes in Net Position**
**For Fiscal Years 2025 - 2027**

| | FY 2025 Actual | FY 2026 Adopted Budget | FY 2026 Amended Budget | FY 2027 Proposed Budget | Over/(Under) FY 2026 Adopted |
|---|---|---|---|---|---|
| **REVENUES** | | | | | |
| Fees, Services and Refunds | $ 13,147,535 | $ 11,664,500 | $ 11,664,500 | $ 12,810,300 | $ 1,145,800 |
| Contributions | 2,158 | - | - | - | - |
| Miscellaneous Revenue | 949 | - | - | - | - |
| Interest Income | 31,543 | 17,500 | 17,500 | 30,000 | 12,500 |
| Total Revenues | 13,182,185 | 11,682,000 | 11,682,000 | 12,840,300 | 1,158,300 |
| **EXPENSES** | | | | | |
| Personnel Services | 2,326,128 | 2,926,450 | 2,934,450 | 2,842,800 | (83,650) |
| Materials and Supplies | 2,139,308 | 1,649,500 | 1,630,300 | 1,727,300 | 77,800 |
| Maintenance of Bldgs. and Structures | 749,505 | 1,011,000 | 701,490 | 1,011,000 | - |
| Maintenance of Equipment | 7,632,439 | 3,839,300 | 3,796,700 | 5,011,100 | 1,171,800 |
| Miscellaneous Services | 279,945 | 352,750 | 903,660 | 305,100 | (47,650) |
| Indirect Costs | 65,471 | - | - | - | - |
| General Services and Contingencies | - | 3,000 | 3,000 | 3,000 | - |
| Contingency | 2,199,420 | 2,500,000 | 2,500,000 | 2,540,000 | 40,000 |
| Structures | 32,687 | - | 200,000 | - | - |
| Equipment $10,000 and Over | (32,687) | - | 22,400 | - | - |
| Grants and Special Projects | 10,871 | - | - | - | - |
| Total Expenses | 15,403,087 | 12,282,000 | 12,692,000 | 13,440,300 | 1,158,300 |
| Income (Loss) Before Transfers | (2,220,902) | (600,000) | (1,010,000) | (600,000) | - |
| **TRANSFERS** | | | | | |
| Operating Transfers From Other Funds | 616,091 | 600,000 | 1,010,000 | 600,000 | - |
| Net Transfers | 616,091 | 600,000 | 1,010,000 | 600,000 | - |
| Change in Net Position | (1,604,811) | - | - | - | - |
| Net Position, Beginning | 1,904,707 | 299,897 | 299,897 | 299,897 | - |
| Net Position, Ending | $ 299,897 | $ 299,897 | $ 299,897 | $ 299,897 | $ - |

# INFORMATION TECHNOLOGY FUND

An Internal Service fund established to finance and account for Information Technology services, materials, and supplies furnished to various departments of the City. These services are provided on a cost reimbursement basis and are accounted for by the Management Information Services Department.

**CITY OF BROWNSVILLE, TEXAS**
**Information Technology Fund**
**Statement of Revenues, Expenses, and Changes in Net Position**
**For Fiscal Years 2025 - 2027**

| | FY 2025 Actual | FY 2026 Adopted Budget | FY 2026 Amended Budget | FY 2027 Proposed Budget | Over/(Under) FY 2026 Adopted |
|---|---|---|---|---|---|
| **REVENUES** | | | | | |
| Fees, Services and Refunds | $ 3,831,061 | $ 4,303,300 | $ 4,303,300 | $ 5,155,000 | $ 851,700 |
| Interest Income | 45,856 | 12,000 | 12,000 | 23,700 | 11,700 |
| Total Revenues | 3,876,917 | 4,315,300 | 4,315,300 | 5,178,700 | 863,400 |
| **EXPENSES** | | | | | |
| Personnel Services | 1,558,856 | 1,882,600 | 1,898,600 | 1,805,200 | (77,400) |
| Materials and Supplies | 89,663 | 80,550 | 80,550 | 89,100 | 8,550 |
| Maintenance of Bldgs. and Structures | - | - | 500 | 1,000 | 1,000 |
| Maintenance of Equipment | 18,685 | 221,000 | 1,500 | 32,400 | (188,600) |
| Miscellaneous Services | 1,523,861 | 2,131,150 | 2,334,150 | 3,251,000 | 1,119,850 |
| Indirect Costs | 702,004 | - | - | - | - |
| Total Expenses | 3,893,069 | 4,315,300 | 4,315,300 | 5,178,700 | 863,400 |
| Income (Loss) Before Transfers | (16,152) | - | - | - | - |
| **TRANSFERS** | | | | | |
| Operating Transfers From Other Funds | 3,955 | - | - | - | - |
| Net Transfers | 3,955 | - | - | - | - |
| Change in Net Position | (12,197) | - | - | - | - |
| Net Position, Beginning | 2,810,861 | 2,798,663 | 2,798,663 | 2,798,663 | - |
| Net Position, Ending | $ 2,798,663 | $ 2,798,663 | $ 2,798,663 | $ 2,798,663 | $ - |

City of BROWNSVILLE Texas

*On the Border, By the Sea and Beyond*

# Financial Services Department

## Budget and Financial Planning Management



P.O. Box 911 | 1001 E. Elizabeth St., Brownsville, TX 78520
956-548-6009 | www.brownsvilletx.gov



| | |
|---|---|
| To: | Mayor and City Commission |
| Through: | Alan Guard, Interim City Manager |
| From: | Stephen Muse, Accountant III |
| Date: | Tuesday, August 18, 2026 |
| Agenda #: | Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 2026-1821** to ratify the Fiscal Year 2027 budget that will raise more total property taxes than last year's budget. (Financial Services Department)**(Roll Call Vote Required)** |

**Summary:**
This Year's property tax levy will raise more revenue from property taxes than in the preceding year. The Local Government Code requires the governing body to hold a separate vote to ratify the property tax increase reflected in the budget or the vote to set the tax rate.

Section 102.007 (c), Texas Local Government Code, requires that the adoption of a budget that will raise more revenue from property taxes than in the previous year requires a separate vote of the governing body to ratify the property tax increase reflected in the budget, and that such vote is in addition to and separate from the vote to adopt the budget or to set the tax rate required by Chapter 26, Tax Code.

To ensure compliance with Texas Local Government Code, staff requests a vote by the City Commission to ratify the tax revenues that are included in the FY 2027 budget, which are more than those included in the FY 2026 budget. The increase in revenue from property tax is based on a tax rate of $0.603504.

**Project Scope and Analysis:**
N/A

**Funding:**

**Source:**
**Amount:**
**Local Contribution if Applicable:**

**Recommendation:**
Financial Services recommends approval.

**Commission Pillar:**
Governance

**Attachments:**
1. PH 3.01a Ord 2026-1821 Ratifying Property Taxes

ORDINANCE NUMBER 2026-1821

AN ORDINANCE OF THE CITY OF BROWNSVILLE, TEXAS, RATIFYING THE PROPERTY TAX INCREASE REFLECTED IN THE FISCAL YEAR 2027 BUDGET THAT WILL RAISE MORE TOTAL PROPERTY TAXES THAN THE FISCAL YEAR 2026 BUDGET BY $3,065,500 WHICH IS A 4.30 PERCENT INCREASE FROM LAST YEAR'S BUDGET.

WHEREAS, Section 102.007 (c) Texas Local Government Code provides that upon the adoption of a budget that will raise more revenue from property taxes than in the previous year's budget that a separate vote of the governing body to ratify the property tax increase reflected in the budget, and that such a vote is in addition to and separate from the vote to adopt the budget or to set the tax rate; and

WHEREAS, the City Commission has, prior to its consideration and adoption of this ordinance, adopted by separate ordinance the budget of the City of Brownsville for Fiscal Year 2027; and

WHEREAS, the Fiscal Year 2027 budget of the City of Brownsville, Texas will raise more revenue from property taxes than the Fiscal Year 2026 budget by $3,065,500 which is a 4.30 percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll for the Fiscal Year 2027 budget is $1,622,411.

NOW, THEREFORE BE IT ORDAINED BY THE CITY OF BROWNSVILLE, TEXAS:

Section 1. That in compliance with the requirements of Section 102.007 (c) of the Texas Local Government Code, the City of Brownsville, Texas does hereby ratify the property tax increase reflected in the Fiscal Year 2027 budget.

Section 2. A copy of the vote results for this ordinance, reflecting the record vote of the City Commission of Brownsville, Texas shall be attached to this ordinance by the City Secretary and shall constitute a part of this ordinance for all purposes.

INTRODUCED AND PASSED on the first reading on this the 18th day of August 2026.

Passed on the second and final reading and approved on this the 1st day of September 2026.

_____
John Cowen
Mayor, City of Brownsville, TX

ATTEST:

_____
Mayra Rios
City Secretary

| | |
|---|---|
| To: | Mayor and City Commission |
| Through: | Alan Guard, Interim City Manager |
| From: | Stephen Muse, Accountant III |
| Date: | Tuesday, August 18, 2026 |
| Agenda #: | Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 2026-1822** levying ad valorem taxes for the Tax Year 2026 for the use and support of the Municipal Government of the City of Brownsville, Texas, for the Fiscal Year 2027, providing for the interest and sinking fund for the Fiscal Year 2027 City of Brownsville, Texas, General Obligation Debt. (Financial Services Department)**(Roll Call Vote Required)** |

**Summary:**
The governing body of a taxing unit other than a school district may not adopt a tax rate that exceeds the lower of the voter-approval tax rate or the no-new-revenue tax rate until the governing body has held a public hearing on the proposed tax rate. This hearing must:

• have a quorum of the governing body present,
• take place within the boundaries of the taxing unit,
• be conducted on a weekday that is not a public holiday,
• allow taxpayers an opportunity to express their views, and
• take place in a public building or, if a public building isn't available, in a building normally open to the public.

A public hearing may not be held before the fifth day after the date the notice of the public hearing is given. Property Tax Code, chapter 26.06(d), expressly authorizes the governing body to vote on the proposed tax rate at the property tax public hearing.

The proposed tax rate is $0.603504, which is not higher than the current tax rate of $0.603504.

**Project Scope and Analysis:**
N/A

**Funding:**
**Source:**
**Amount:**

**Local Contribution if Applicable:**

**Recommendation:**
Financial Services recommends approval.

**Commission Pillar:**
Governance

**Attachments:**
1. PH 4.01a Ord 2026-1822 Debt Service

ORDINANCE NUMBER 2026-1822

AN ORDINANCE LEVYING AD VALOREM TAXES FOR THE TAX YEAR 2026 FOR THE USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF BROWNSVILLE, TEXAS FOR THE FISCAL YEAR 2027, PROVIDING FOR THE INTEREST AND SINKING FUND FOR THE FISCAL YEAR 2027 FOR THE CITY OF BROWNSVILLE, TEXAS, BONDS AS FOLLOWS:

| Bond Series | Dated |
|---|---|
| C.O. Series 2015 | June 2, 2015 |
| C.O. Series 2016 | July 21, 2016 |
| C.O. Series 2017 | December 29, 2017 |
| P.P.F.C.O. Series 2017 | December 29, 2017 |
| G.O. Refunding Bonds, Series 2017A | December 29, 2017 |
| C.O. Series 2018 (AMT) | October 17, 2018 |
| G.O. Refunding Bonds, Series 2019A | December 19, 2019 |
| C.O. Series, 2019 | December 19, 2019 |
| C.O. Series, 2020 | April 15, 2020 |
| C.O. Series, 2020A | November 18, 2020 |
| G.O. Refunding Bonds, Series 2020A | November 18, 2020 |
| G.O. Refunding Bonds, Series 2020B | November 18, 2020 |
| C.O. Series, 2021 | July 2, 2021 |
| G.O. Refunding Bonds, Series 2021 (AMT) | June 17, 2021 |
| C.O. Series, 2022 | March 2, 2022 |
| C.O. Series, 2023 | September 7, 2023 |
| C.O. Series, 2024 | August 20, 2024 |
| C.O. Series, 2025 | February 12, 2025 |
| C.O Series, 2025A | September 25, 2025 |
| G. O. Refunding Bonds, 2026B | February 24, 2026 |

And apportioning each levy the specific purpose; providing for discounts in the payment of said taxes; providing that all receipts of the city not apportioned by this ordinance or general law shall be payable into the general fund and repealing all ordinance or parts or ordinance in conflict herewith.

WHEREAS, Stephen Eliseo Muse, finance director for the City of Brownsville, Texas, has complied with Article 26.04 of the Texas Tax Code in the submission of the tax roll to the City Commission; and

WHEREAS, pursuant to the Texas Tax Code, Stephen Eliseo Muse has calculated the maintenance and operation rate for 2026 to be ($0.353581/100), by using the statutory method so required by the Texas Tax Code; and

WHEREAS, Stephen Eliseo Muse, has calculated the interest and sinking fund rate for 2026 as ($0.249923/$100) using the formula set out by the Texas Tax Code; and

WHEREAS, Stephen Eliseo Muse, as finance director upon complying with the Texas Tax Code has totaled the calculated maintenance and operation rate for 2026 ($0.353581/$100) plus the calculated interest and sinking fund rate for 2026 ($0.249923/$100) to be a total of ($0.603504/$100);

NOW, THEREFORE BE IT ORDAINED BY THE CITY OF BROWNSVILLE, TEXAS:

Section 1. That there is hereby levied for the tax year 2026, and there shall be collected for the use and support of the municipal government of the City of Brownsville, Texas, and provide interest and sinking fund for bonds of the City of Brownsville, Texas, for the fiscal year 2027 upon all property, real, personal and mixed, defined and described in Section 2 of Article III of the Charter of the City of Brownsville, Texas, a tax of $0.603504 on each one hundred ($100.00) dollars assessed valuation of said property, being an increase in total tax revenues of 4.30%, said tax being so levied and apportioned to the support purpose hereinafter set forth, to-wit:

(1) For the maintenance and support for the fiscal year 2027 of the general government (General Fund) of the City of Brownsville, Texas, $0. 353581 on each one hundred ($100.00) dollars assessed valuation of said property.

(2) For the payment of principal and interest to be deposited in the interest and sinking fund for services of the requirements for the fiscal year 2027 of the City of Brownsville, Texas, $0.249923 on each one hundred ($100.00) dollars assessed valuation said property.

Section 2. This year's levy to fund maintenance and operational expenditures increased from last year's M&O tax levy. Also, this year's M&O tax rate is higher than the no-new revenue maintenance and operations tax rate.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 8.03% AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY $28.

Section 3. All of said taxes hereby levied shall be payable and become due as provided in the City Charter, provided however, that discounts shall be allowed on the full amount of said taxes hereby levied when paid, if paid as follows:

Three (3%) percent discount during October 2026
Two (2%) percent discount during November 2026
One (1%) percent discount during December 2026

Section 3. That all receipts for the City not specifically apportioned by this Ordinance or the Charter of the City of Brownsville, Texas, or general laws of the State of Texas applicable to home rule cities, are hereby made payable to the General Fund of the City.

Section 4. That all Ordinances or parts of ordinances in any manner in conflict with the Ordinance are hereby repealed.

Section 5. That this Ordinance shall take effect and be in force from and after its passage and publications as provided by the Charter of the City of Brownsville, Texas.

INTRODUCED AND PASSED on the first reading on this the 18th day of August 2026.

Passed on the second and final reading and approved on this the 1st day of September 2026.

John Cowen
Mayor, City of Brownsville, TX

ATTEST:

Mayra Rios,
City Secretary

| | |
|---|---|
| To: | Mayor and City Commission |
| Through: | Alan Guard, Interim City Manager |
| From: | Daniel Leal, Director Planning & Redevelopment Services |
| Date: | Tuesday, August 18, 2026 |
| Agenda #: | Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 2026-1817** to adopt the City of Brownsville's Downtown Renaissance's Master Plan. (Planning & Redevelopment) |

**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:**

1. Downtown_Renaissance_Master_Plan_Adoption_Ordinance_August_18_2026
2. Online Draft Review - Comment Report
3. 2026.08.18 - CITY COMMISSION - Brownsville DTRMP Update Slides

ORDINANCE NUMBER 2026-1817

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, ADOPTING THE DOWNTOWN RENAISSANCE MASTER PLAN AS A LONG-RANGE POLICY GUIDE FOR THE REVITALIZATION, REINVESTMENT, AND DEVELOPMENT OF DOWNTOWN BROWNSVILLE; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND DEALING WITH RELATED MATTERS.

**WHEREAS,** the City Commission is authorized under the City Charter and applicable law to adopt plans and policies promoting coordinated development and the public health, safety, and general welfare; and

**WHEREAS,** the City of Brownsville desires to build upon Downtown Brownsville's cultural, historic, civic, educational, and economic assets and to coordinate public and private investment in a manner that advances the public health, safety, and general welfare; and

**WHEREAS,** the City, through its Planning and Redevelopment Department and in partnership with Freese and Nichols, Inc., prepared the Downtown Renaissance Master Plan (the "Plan") to establish a shared community vision and an implementation framework for Downtown Brownsville; and

**WHEREAS,** the planning process included workshops, stakeholder meetings, community events, open houses, online engagement, and presentations to different City boards and the City Commission beginning in August 2025, followed by public review of the draft Plan from June 25 through July 23, 2026; and

**WHEREAS,** the Plan responds to community priorities for heritage and identity; shade, safety, and cleanliness; housing and activation; amenities and placemaking; walkability and connectivity; and events and festivals; and

**WHEREAS,** the Plan provides recommendations and action items addressing the public realm, housing and mixed-use development, historic preservation and adaptive reuse, mobility, transportation and parking, economic development, catalyst projects, and phased implementation, including the Adams Street Paseo, Plaza Mayor, and the Switchyards; and

**WHEREAS,** the City Commission finds that adoption of the Plan will provide a coordinated roadmap for public and private investment and will support a Downtown that is more walkable, safe, shaded, active, clean, connected, and welcoming while preserving Brownsville's distinctive architectural and cultural identity; and

**WHEREAS,** the City Commission has determined that the Plan is consistent with the City's long-range planning objectives and that all procedural requirements for passage of this ordinance have been satisfied;

Be It Ordained by the City of Brownsville:

Section 1. The City Commission of the City of Brownsville, Texas, hereby adopts the Downtown Renaissance Master Plan, dated August 2026, as the City's long-range policy guide for Downtown Brownsville. The Plan is incorporated into this ordinance by reference as Exhibit "A" as if fully set forth herein. The official copy of the Plan shall be maintained by the City Secretary and the Planning and Redevelopment Department.

Section 2. The Plan shall guide future policy, programming, public-realm improvements, capital planning, partnerships, and public and private investment affecting Downtown Brownsville. The Plan is intended to serve as a flexible framework and shall be implemented in phases based on priorities, feasibility, available funding, and subsequent approvals required by law.

Section 3. The City Manager, or the City Manager's designee, is authorized to coordinate implementation of the Plan; evaluate and pursue grants, partnerships, and other lawful funding opportunities; and use the Plan in preparing recommendations for the annual budget, Capital Improvement Plan, policies, programs, and future projects. Any expenditure, contract, land acquisition, construction project, regulatory amendment, or other action requiring City Commission approval shall be presented separately for consideration and approval.

Section 4. If any provision, section, sentence, clause, or phrase of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

Section 6. This ordinance shall become effective on the earliest date allowed by law following its final passage and approval.

INTRODUCED at a public hearing on **August 18, 2026**. PASSED at First Reading on **August 18, 2026**. Passed at Second and Final Reading and ADOPTED, APPROVED, and ENACTED on **September 1, 2026**.

(SEAL)

BY: _____
John Cowen Jr.
Mayor

ATTEST: _____
Mayra Rios
City Secretary

**EXHIBIT "A"**

**DOWNTOWN RENAISSANCE MASTER PLAN**

*(The final Downtown Renaissance Master Plan, dated August 2026, shall be attached to the executed ordinance or incorporated by reference in the official City record.)*

FNI

# Form Results Summary

Jun 25, 2026 - Jul 23, 2026

**Project:** Brownsville Downtown Renaissance Plan

**Form:** Untitled

**Tool Type:** Form

**Activity ID:** 351

**Exported:** Jul 24, 2026, 09:15 AM

**Exported By:** CAdmire

**Filter By:** No filters applied.

Open

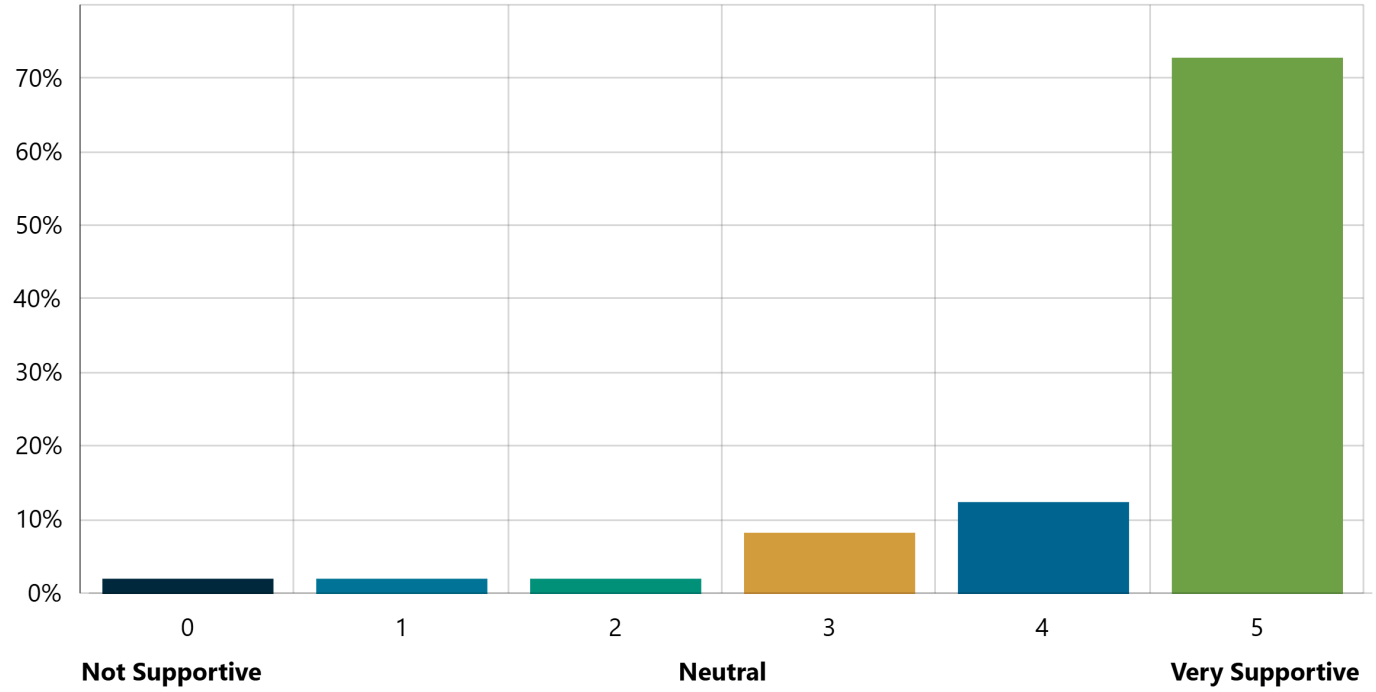
**Untitled**
Brownsville Downtown Renaissance Plan

| 45 | 62 |
|---|---|
| Contributors | Contributions |

## Contribution Summary

### 1. On a scale of 1 to 5, how supportive are you of the vision and recommendations presented in the draft Downtown Renaissance Master Plan?

Slider | Skipped: 14 | Answered: 48 (77.4%)




| Count | Average | Median | Min | Max |
|---|---|---|---|---|
| 48 | 4.46 | 5.00 | 0 | 5 |

| 0 | 1 | 2 | 3 | 4 | 5 |
|---|---|---|---|---|---|
| 2.08%<br>1 | 2.08%<br>1 | 2.08%<br>1 | 8.33%<br>4 | 12.50%<br>6 | 72.92%<br>35 |

**2. Have comments? Any feedback provided here will be shared with City Commission.**
Long Text | Skipped: 21 | Answered: 41 (66.1%)

**Sentiment**

No sentiment data

**Tags**

No tag data

**Featured Contributions**

No featured contributions

Brownsville Downtown Renaissance Plan
Comments on Draft Plan
Report Date Range: 25 Jun 2026 - 23 Jul 2026
Date Exported: 7/24/2026 8:39

| Comment # | On a scale of 1 to 5, how supportive are you of the draft Downtown Renaissance Master Plan? | Have comments? Any feedback provided here will be shared with City Commission. |
|---|---|---|
| 1 | 5 | *Comment too long to show in this table, see attachment for full comment.* |
| 2 | 5 | - |
| 3 | 4 | Thank you to the City Commission, Planning and Zoning Commission, and the consultant team for your comprehensive work on the Downtown Renaissance Master Plan. We appreciate the opportunity to provide feedback to help refine strategies for our city's future growth. Below are our specific comments and inquiries regarding key infrastructure, parking, and mobility areas across the master plan:<br>1. Pedestrian Infrastructure and Safety along North 6th and 7th Streets Observation: The northern area encompassing the Gladys Porter Zoo and Dean Porter Park welcoming over 1 million combined visitors annually highlights the critical need for robust pedestrian infrastructure. While these corridors have strong potential for walkability, current conditions lack sufficient marked crosswalks, adequate lighting, and cohesive wayfinding/signage. Recommendation / Question: Could the plan explicitly prioritize immediate pedestrian safety enhancements along the North 6th and 7th Street corridors (including high-visibility crosswalks, pedestrian-scale lighting, and wayfinding guides) to ensure safe navigation between major cultural destinations and surrounding neighborhoods? 2. Long-Term Parking Strategy for Northern Anchors (Gladys Porter Zoo & Dean Porter Park) Observation: Parking availability and traffic management around the zoo and Dean Porter Park continue to be significant challenges during peak hours and major community events. Recommendation / Question: To support future growth and multi-generational needs, how will comprehensive parking planning be incorporated into the northern boundary of the district? We would encourage the city to explore structured parking solutions, expanded shared-use agreements, or integrated transit/trolley connections to alleviate congestion at these key regional attractions. 3. Infrastructure Investment and Corridor Planning Toward South Brownsville Observation: The plan outlines exciting growth opportunities toward South Brownsville and international gateways. However, ensuring efficient travel times between North and South Brownsville will be essential to justifying large-scale infrastructure investments in this direction. Questions: Has a comprehensive traffic impact or travel-time feasibility study been conducted to evaluate transit speeds and connectivity between North and South Brownsville? Based on anticipated growth patterns, is the scale of investment in this direction aligned with long-term commercial and residential demand? Will the City be coordinating with the Texas Department of Transportation (TxDOT) to evaluate or design a dedicated major mobility corridor to efficiently handle increased traffic volume moving south?<br>Thank you again for creating a plan of action for the Downtown Renaissance. |
| 4 | 5 | - |
| 5 | 5 | GOOD DAY EVERYONE,<br><br>THE PDF LOOK GREAT AS A CONCEPT PROPOSAL. FIRST, ALLOW US TO GROUP THINK SAFETY...SOMETIMES, BEHIND THE CURTAIN AND NOT OBVIOUS...OR UNDERCOVER. SAFETY FIRST. SECOND, NEW PAINT JOBS ON THE BORDER AREA...LET'S MAKE IT LOOK NICE...MAYBE ADD AN ART FACADE TO THE BRIDGE AREA. IT WOULD HELP. THIRD, THAT EL PASO TROLLEY LOOKS COOL IF IT HAS AIR CONDITIONING. WE ALSO REQUIRE WAYMO. A BIG PART OF THE NIGHT LIFE IS NO DRINKING AND DRIVING...SO, WE NEED WAYMO. IT SOUNDS FANCY, WAYMO. IT IS NOVEL. FOURTH, THE BIG CONCEPTS IN RESTUARANTS HAVE TO ATTRACT INTERNATIONAL CHEF/OWNERS SORTA LIKE AUSTIN. WE NEED TO RECRUIT PEOPLE FROM AUSTIN OR CALIFORNIA ALL THE WAY TO WASHINGTON. FIFTH, WE NEED TO EXPAND THE PALATE, THE GUSTATORY PALATE, OF BROWNSVILLE RESIDENTS. MAYE, HAVE TARTAR NIGHT SOMEWHERE....IT'S QUITE DELICIOUS. SIXTH, MORE TREES IN BROWNSVILLE. SEVENTH, FIGURE OUT THE TRAFFIC HOTSPOTS AND STOP THEM FROM HAPPENING. EITGTH, MORE FESTIVALS AND AN EFFECTIVE NEWSLETTER SO THAT ALL CAN ATTEND. NINTH, REVENUE WILL COME.<br><br>THANK YOU FOR ALLOWING ME, DR. ROBERTO "ROBBIE" GUERRERO III MD/JD Esq. TO COMMENT AND PROVIDE INPUT ON OUR GREAT CITY OF BROWNSVILLE, TEXAS. |
| 6 | 5 | I would like to see the addition of architectural lighting at Market Square building, to highlight it and start seeing it as a landmark. Give presence to what we currently have in the meantime of these major upgrades. |

| | | |
|---|---|---|
| 7 | 5 | - |
| 8 | 3 | First, I would like to commend City staff and the consultant team for developing a comprehensive vision for the future of Downtown Brownsville. The plan does an excellent job of identifying character areas, improving mobility, enhancing public spaces, and creating a phased implementation framework that will help guide future public investment. It provides a strong physical planning foundation for Downtown's continued revitalization.<br>As I reviewed the draft, I believe there is an opportunity to further strengthen the plan by expanding the economic development implementation strategy. While the document effectively outlines what should be accomplished, it could provide additional guidance on how Downtown's economic growth will be achieved and sustained over time.<br><br>Specifically, I recommend consideration of the following:<br>1. Develop a Downtown Business Recruitment Strategy. Rather than generally recommending additional retail and restaurants, identify the types of businesses the City should actively recruit based on market gaps and desired visitor experiences. Examples could include destination dining, specialty retail, entertainment venues, boutique hospitality, and experiential businesses that encourage longer visits and increase Downtown activity.<br>Assign implementation leadership. The Action Plan identifies several partner organizations, but assigning clearer leadership responsibilities for specific initiatives would strengthen accountability. Organizations such as BCIC, TIRZ, UTRGV, Visit Brownsville, Downtown Brownsville organizations, property owners, and other community partners each have unique roles that could be clearly defined.<br>2. Recognize existing economic development tools. Brownsville already has nationally recognized programs that directly support many of the plan's objectives, including BCIC's BIG Property Rehabilitation Program, Rental Reinvestment Program, and the eBridge Center. These programs are already helping activate vacant buildings, support adaptive reuse, attract businesses, and foster entrepreneurship. Identifying these existing initiatives as implementation tools would demonstrate that many of the recommendations are already underway and provide a roadmap for continued investment.<br>3. Expand the Innovation District strategy. The plan identifies the Innovation and University Connection as an important character area, but there is an opportunity to more intentionally leverage eBridge Center, UTRGV, Texas Southmost College, and other entrepreneurial resources to establish Downtown as South Texas' premier innovation district.<br>4. Establish measurable economic performance indicators. In addition to physical improvements, consider including metrics such as storefront occupancy, private investment leveraged, new business openings, jobs created, sales tax growth, upper-story residential occupancy, and pedestrian activity to measure the plan's long-term success.<br><br>Overall, I believe this plan provides an outstanding framework for the physical revitalization of Downtown Brownsville. By incorporating a stronger economic development and business recruitment component, it can become a more comprehensive implementation guide that not only shapes Downtown's physical environment but also drives sustained investment, entrepreneurship, business growth, quality of life, and long-term economic vitality. Brownsville has made significant progress over the past several years, and this plan has the opportunity to build upon that momentum by fully integrating the public, private, nonprofit, and educational partners that are already contributing to Downtown's renaissance. |
| 9 | 3 | - |

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| 10 | 5 | I love it! Implementation will be a challenge, but I think it's great. I live downtown on Adams St., so the plan affects me directly. In particularly I love the Adams St. Paseo, and it looks like you did a great job of taking cues from other cities in the US and Latin America. I do have some thoughts:<br>-- What to do about truck traffic, both up 7th St. and along Adams St.? 7th St. is designated a "Truck Route," so that would have to change. Also, a lot of trucks transit down Adams St. to make deliveries to stores and restaurants downtown, but this could be an issue for the Paseo. What is the plan for that?<br>-- International Blvd. is a major thoroughfare leading to and from Matamoros. It also makes it difficult to get to downtown from the TSC/UTRGV campus. I saw something about creating a corridor to facilitate passage between the campus and downtown but didn't see any details about it. How can movement across International be facilitated without creating traffic problems? UTRGV, in particular, suffers from a relative lack of eating options -- could there be a free shuttle to downtown from the UTRGV campus?<br>-- The plan calls for a small plaza that mirrors the existing plaza on Adams St. at Market Square. However, there is a building there and there are currently two successful businesses in it. In particular, it is the home of the Kraken Lounge, which has popular live music shows. What happens to those businesses?<br>-- There is a large area of undeveloped open space just outside of the study area that extends southeast from the corner of Palm Blvd. and Mexico Blvd and north and east of the Riverside Idea school (there's also a small housing development there. The area closest to Mexico Blvd. could be developed as an event center for things like Sombrero Fest, which has outgrown Washington Park. But a big part of it is heavily forested with native plants and significant levels of wildlife (I've seen coyotes, deer, and a wild pig, along with prints from many other species while on walks with my dogs). It would be great to preserve the forested area, which would offset some of the development north of ITEC and would also be a strong attraction for people who live in the area.<br>-- The plan refers to the "reimagined Washington Park," but doesn't include any details. As I live adjacent to the Park, I am concerned about what that might include, and while I did hear about some proposals, I have some concerns about what that might entail. If these changes are being driven, in part, by the needs of Sombrero Fest, I want to emphasize my earlier comment that Sombrero Fest has outgrown Washington Park and needs to relocate. In fact, I would suggest that no significant changes should be made purely for the sake of Sombrero Fest, which is not certain to remain in Washington Park. |
| 11 | - | It has been my observation that the painting of the colorful murals is not the best for this town. I think we need to limit it or to just one location. The recent murals are looking rather tasteless and do not go well with what this town is about. |
| 12 | - | The painting on the walls is ghetto. Please stop!!!!!!!!! |
| 13 | - | Public art:<br>Please please please limit buildings with excessive bright neon colors and graffiti such as Smoke Shops, Tobacco Stores, and Murals to avoid the city of Brownsville becoming an eye sore. Garish, fluorescent, and mismatched color schemes ruin the architectural integrity of our city. |
| 14 | - | In regards to the "Activate" section, Page 102, Public Art:<br>While I appreciate the city's enthusiasm for public art, the current density of commissioned murals in the downtown area is becoming visually overwhelming. I request that the Master Plan include clear caps or stricter spacing limits on public murals. We need to protect the raw, historic brick facades of our historic buildings from being painted over. Public art should complement our historic architecture, not compete with it or crowd out the authentic historic aesthetic of downtown. |
| 15 | 5 | As a resident who values our local aesthetics, I strongly support the historic preservation and public space goals in this Master Plan. However, I want to request that the city implements stricter, cohesive design and color palette standards for commercial corridors connecting to downtown, similar to the regulations used in neighboring South Padre Island. This will prevent visual blight, such as smoke shops painting entire buildings in garish, ultra-bright colors, which detracts from the cultural integrity and welcoming atmosphere of Brownsville. |
| 16 | 5 | Very good idea for the future Brownsville so it will continue to grow in the right direction. |
| 17 | 5 | - |
| 18 | 5 | It would be great to see more green spaces, covered walkways, and better lighting to make the area feel safer and more comfortable for everyone. It would also be great to attract a wider variety of stores, including more affordable shopping and dining options, so families have more choices and can enjoy spending time together in the area. |
| 19 | 5 | - |
| 20 | 5 | This is the attention that Downtown needs to be a great city like others in Texas. Keep it going! I hope we get to acomplish this plan soon! |
| 21 | 5 | - |
| 22 | 5 | - |
| 23 | 5 | Great job being transparent |

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| 24 | 5 | Diego Aguirre - Brownsville resident, UTRGV biology student.<br><br>I read the full draft, and I'd like to flag three specific additions:<br><br>1. Solar shade canopies on the plan's proposed parking structures. Chapters 4 (Transform) and 7 (Get Around) both propose new structured parking on land the city or county already owns, but none of the eight chapters mention solar, photovoltaic, or renewable energy anywhere. Putting solar canopies on those garage roofs and over nearby plazas would deliver the shade Chapter 6's â€œProvision of Shadeâ€section names as a top community need, generate power, and protect vehicles from hail â€” current federal commercial solar incentives would help offset the cost.<br><br>2. Public shade infrastructure on Elizabeth Street. Chapter 6 states plainly that Elizabeth and Washington's rights-of-way are too narrow for street trees, and defers that shade to private building canopies and awnings. Downtown's busiest commercial street shouldn't depend on individual property owners choosing to build shade. I'd ask the plan commit to engineered public shade structures there instead.<br><br>3. Pair the new garages with parking-minimum reform. Chapter 5 (Live) names parking requirements as a cost barrier to the infill and adaptive-reuse housing this plan wants, but stops short of recommending a change. Reducing downtown parking minimums alongside the new structured parking would free existing surface lots for that housing, and a parking-benefit district could reinvest garage/meter revenue directly into the streetscape and shade improvements the plan already calls for.<br><br>One more note: the city's own Unified Development Code already requires interior shade trees in multifamily parking lots ” one per ten spaces (UDC §4.6.3)” but has no equivalent requirement for commercial lots. Closing that gap downtown would be consistent with a rule the city has already adopted elsewhere.<br><br>Diego Aguirre |
| 25 | - | 1. The city should have an ordinance setting minimum standards for the care and appearance of downtown buildings.<br>Currently many of the buildings need a paint job, some have rusted metal gates, fading old signs, torn awnings, etc.<br>( many cities with historic downtown areas hold buildings owners responsible for the care of their properties)<br>2. A parking garage is needed.<br>3.A pedestrian walk between 10th and 13th on Elisabeth street should be considered. |
| 26 | 5 | It's fantastic to see the City prioritize lighting for safety and walkability in the evening! |
| 27 | 3 | I am supportive of the overall long-term idea but think it is both too micro-managing of downtown's growth and fatalistic of the overall possibilities. The zoning that rules downtown is too confusing and overbearing; two simple uses - "central mixed-use" and "historic sector", the first consisting of everything besides the main tourist corridors, allowing for midrises (which could even be prescribed to follow design guidelines to make them fit the downtown aesthetic) and the second within the real historic sector, would give developers clear rules on what to build, making it so that new residents can actually live downtown, increasing the income of the neighborhood, lowering the age of its residents, and boosting commercial metrics as well as BMetro usage (as more people would likely use the bus given that everything is closer to one another). This can also include other more minor reforms like point access blocks, etc.<br><br>Please consider this. There is a unique opportunity for Brownsville to be proactive, not reactive, to its challenges, and the city should take it. |
| 28 | - | It's unbelievable how much money the city is spending and wants to keep on spending on downtown when there's lots of roads and street lights to fix and add. Specifically in the low income neighborhoods. Downtown is being rebuilt for the 1% of Brownsville rich people. |
| 29 | 5 | - |

| | | |
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| 30 | - | Good morning,<br><br>I drove up and down Adams Street and Washington Street to see what the restaurant area looks like and how walkable the area is for future development. I agree with many of the recommendations but would like to address the dilapidated homes on many of the downtown streets. What is being done to address this situation and improve the look of downtown? Are there city codes that require properties be maintained in a livable condition? What can be done to remove properties that cannot be repaired?<br><br>I like the idea of a trolley that circles the downtown area so people can park and ride to the restaurants or shopping area. For seniors, locals and Winter Texans, the walkability of the sidewalks downtown could be smoother because falling is a major concern of seniors.<br><br>Thank you for allowing me to comment. |
| 31 | 0 | Quit ruining downtown. Move your projects somewhere else. Fix the roads, especially Pablo Kisel between Morrison and Alton Gloor. |
| 32 | 5 | - |
| 33 | 5 | - |
| 34 | - | As a resident and business owner in the Riverfront area, I am deeply concerned that while this project appears to have support at both the state and federal levels, progress at the local level has remained limited. The Riverfront represents one of Brownsville's greatest untapped economic opportunities, yet it has not received the same level of strategic attention as other redevelopment areas, such as the Downtown Tax Increment Reinvestment Zone (TIRZ). Additionally, the Riverfront does not appear to be meaningfully incorporated into the City's long-term master plan for redevelopment.<br><br>This raises an important question: **Why isn't the Riverfront a central part of Brownsville's vision for economic growth and revitalization?**<br><br>Major private investmentsâ€”such as the proposed hotel developmentâ€”depend on coordinated public infrastructure, long-term planning, and economic development incentives. Without these tools, attracting investment becomes significantly more difficult, and opportunities that could create jobs, increase tourism, expand the tax base, and improve quality of life risk being lost.<br><br>If Brownsville is truly committed to a citywide renaissance, shouldn't the Riverfront be recognized as one of its premier redevelopment corridors rather than an underutilized asset? I believe our community deserves a clear explanation of the City's vision for the Riverfront and a commitment to ensuring that this unique area receives the attention and investment necessary to reach its full potential. |
| 35 | 5 | Keep up the great work. -Bejarano |
| 36 | 4 | The master plan is missing the river boardwalk between the Gateway and B&M. For such a large master plan this is a huge oversite. |
| 37 | 5 | Yes! Proceed with rebranding these areas. The latest news for the Brownsville area is that we have a new company coming to the Port of Brownsville that will be building high tech marine vessels. With that said, it will bring new residents to our town from many different regions. Brownsville's downtown must be ready to provide quality spaces with meaningful attractions so that our current residents and new residents may enjoy. Brownsville must continue to keep up with the pace of new times! |
| 38 | - | I was born an raised in Brownsville all my life. I feel the parking is outdated. In the center of downtown every one wants to park, while the outskirts of downtown no parking?. Solution make the outskirts cheaper so customers can get a discount, and perhaps raise the parking in the center of downtown?<br>J walking is wrong in the downtown. Can you please put a sign not to cross in the middle of the street, It doesn't have to be in force, hopefully it can prevent excitement, I have had several close calls.<br>There's no place like HOME!! Brownsville! |
| 39 | 3 | - |
| 40 | 5 | - |

| | | |
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| 41 | 5 | The plan is outstanding, Downtown leadership and Manager Garces have been truly involved in the past few years, the change is undeniable.<br><br>It's been amazing to see how much downtown has grown, with more local businesses, public art, events, and people spending time in the area, downtown has really come to life.<br><br>One of the biggest changes has been giving residents the opportunity to participate and have their voices heard. That level of community involvement wasn't something we had seen before, and it has made a real difference in creating a downtown that reflects the people who live here.<br><br>The progress over the last few years has been exciting, and this plan is a great next step to keep that momentum going. Thank you to everyone who has worked to make Downtown Brownsville a place our community can be proud of. |
| 42 | - | It is my opinion and strong believe that the City Mayor and the Commission doesn't care what the citizens of Brownsville would like to see or what we suggest would be better for our City. Furthermore here's one instead of pumping so much money and energy into the downtown project, the City needs and should focus more on redoing all of the City streets that still need to be done. The City Resacas is another issue the City keeps saying that the Resacas were going to be dredged and cleaned yet nothing has been done about that because most of the City's Rescas are not dredged and very dirty. I've tried to reach out several times with concerns to the City Commissioners Linda Mancias and Bryan Martinez and they both fail to respond, but when Election time comes around all of them come around to push agendas. I am not against making the Downtown area look nice and inviting but the City Government needs to stop pushing the rest of the City to the back burner, it should be about the entire City not just the Downtown area... |
| 43 | 5 | - |
| 44 | 5 | Throughout this project I would encourage the continued use of utilizing plant life that makes Brownsville beautiful. For the additions in the green spaces, native plants and trees would require less watering and would showcase the local beauty. I would also encourage more outdoor seating venues. Brownsville has enjoyable evenings with mild winters that would be ideal for outdoor options. Lastly, I'd encourage the continuation of integrating the culture of the city towards these projects. This is what makes a destination unique. |
| 45 | - | Parking needs more parking.  There is also lack of lighting on the streets and some streets should be closed to make it more of a walkable space and safer. |
| 46 | 4 | - |
| 47 | 2 | - |
| 48 | - | 6th street connect to ITEC.  Creek behind ITEC trim trees & dredge. Via de las Americas. Amphitheater at the end of rail to trail, behind Danny's Restaurant. Open small room at El Jardin with historic memorabilia for tourists. Open Capitol theater. Historical Assoc needs to make hunter room docs available to public. Historic officer needs to post Historic pics & significance for abandoned buildings to incentivize development. Public private partnerships with parking lots to stay open late, to regulate towing. Contact abandoned property owner & do listing of spots for leasehold improvement program with tenants. |
| 49 | - | Walking/bike trail from B&M bridge using existing levee to connect to Palm Blvd. AND walking/bike path from Gateway Bridge to B&M Bridge.<br>Thank you |
| 50 | 4 | I don't see the project on the riverfront that has been talked about for years in the plan. All of the changes that are being proposed are great. The riverfront project that has been talked about would make downtown Brownsville a true destination and allow the existing businesses to grow. |
| 51 | 4 | - |
| 52 | 5 | Chapter 4 in the switchyard development there NEEDS to be a building that will be the tallest building in Brownsville and maybe even as tall or taller than the chase bank tower in McAllen to showcase Brownsville is the real powerhouse of the valley. Thought as long as we have MULTIPLE high rise buildings in the area it's good because currently Brownsville only has three buildings that could be considered for its small skyline so we more nine- ten story developments and that area is the perfect spot. |
| 53 | 1 | Always trying to copy other cities and always falling short. What about local ideas for locals that attracts outsiders to peak in. If I want x, I'll go to x not to a second hand imitation. |
| 54 | 5 | - |
| 55 | 5 | - |
| 56 | 4 | Priority should be given to practical projects that directly support downtown businesses and improve the community, such as repairing sidewalks, installing additional lighting, planting trees, and addressing vacant storefronts.<br><br>The city should also continue supporting downtown through successful community events, such as First Friday.<br><br>Stop wasting time/resources on developers from California building "riverfront"... not feasible |

| | | |
|---|---|---|
| 57 | 5 | Urbanization and revitalization is a must in reinvigorating life to a historic downtown with great cultural significance. Infill development, high density housing, mixed use environments, and pedestrianized corridors making the neighborhood feel more connected. A lot of the suggestions support these sentiments and are very great for the future trajectory of downtown Brownsville as a underrated destination. |
| 58 | 5 | - |
| 59 | 5 | I'd love to see the plan place a stronger emphasis on expanding housing opportunities in downtown. Having more people living downtown is essential for supporting local businesses, creating a vibrant atmosphere beyond business hours, and driving long-term economic growth and redevelopment. I also think the plan should encourage the activation of second-floor residential spaces through redevelopment and incentive programs. Bringing these underutilized spaces back into use as housing would add much-needed residential options while preserving the character and vitality of downtown. |
| 60 | 5 | Thank you for sharing this updated information regarding the Brownsville Downtown Renaissance Master Plan. Very excited to see the possibility of what is to come. Let's get behind this project and bring it to fruition! |
| 61 | - | Please change the name of East Fronton Street to McNair Family Drive. |
| 62 | 5 | - |

Comment #1 from the online draft review:

Recommendations to Improve Downtown Brownsville

## Priority 1: Public Safety and Lighting

Public safety should be the City's highest priority. If people do not feel safe, they will not visit downtown, regardless of how many businesses or events are offered. Many areas of downtown have inadequate lighting, with entire blocks that are poorly illuminated or have no lighting at all. Dark streets create opportunities for crime and make pedestrians feel unsafe, especially in the evening. Every downtown street should have adequate lighting to create a welcoming environment for families, visitors, and employees. In addition to improving lighting, downtown should have a stronger and more visible police presence. Rather than relying solely on patrol vehicles, the City should consider community-oriented patrols that are both effective and inviting. Bicycle officers during the day and horseback officers in the evening would provide greater visibility, encourage positive interactions with the public, and create a unique atmosphere that complements Brownsville's historic downtown. When residents and visitors feel safe, they stay longer, visit more businesses, and are more likely to return.

---

## Priority 2: Cleanliness and Maintenance

A clean downtown is just as important as a safe one. Clean streets communicate pride, professionalism, and encourage investment. The City should establish a daily maintenance schedule for:

* Sidewalks

* Alleys

* Public trash cans

* Streets and curbs

As a downtown business owner, I frequently arrive in the evening to find piles of trash left directly in front of my business. Since trash collection often does not occur until the following morning, I am forced to clean the area myself by taking the garbage to nearby dumpsters. This should not be the responsibility of business owners. Many people who live downtown improperly dispose of household trash in commercial areas, creating an unpleasant environment for customers and visitors. If we want more families to walk throughout downtown and support local businesses, cleanliness must become a daily priority, not an occasional one.

---

## Priority 3: Parking Solutions

Parking continues to be one of the biggest obstacles to downtown growth. Several practical solutions should be considered:

* Designate parking areas specifically for downtown business owners and their employees so customer parking remains available.

* Expand public parking by purchasing abandoned or underutilized properties adjacent to existing parking lots and constructing multi-level parking structures.

* Open the Cameron County parking block to the public during evenings and weekends when government offices are closed. It currently sits fenced off and unused for much of the week.

* Open the City's multi-level parking garage at the Municipal Court for public use. This is an existing public asset that could significantly increase available parking without major new construction.

Making better use of existing public parking facilities is one of the fastest and most cost-effective ways to improve access to downtown.

---

## Priority 4: Encouraging the Right Businesses Downtown

Downtown should become the heart of Brownsville by attracting businesses and services that naturally belong in a central business district. The City should actively recruit:

* Local retail shops

* Family entertainment venues

* Restaurants and cafes

* Bookstores

* Children's activities

* Museums and cultural attractions

While Brownsville has made tremendous progress in creating an entertainment district for adults, there are still too few destinations for families during the daytime and early evening. The City should also encourage more government agencies to locate downtown, such as:

* Social Security Administration

* Texas Attorney General regional offices

* State agencies

* Additional county and municipal offices

Government offices bring thousands of visitors every week who also support surrounding restaurants, retailers, and service businesses. The City could also explore programs that help businesses relocate downtown by assisting with lease buyouts or relocation incentives.

---

## Priority 5: Invest in Local Businesses

Economic development should not focus solely on recruiting large corporations. Brownsville's greatest long-term investment is its own local entrepreneurs. The City has successfully partnered with major employers such as the Port of Brownsville, Bechtel, and Saronic. While these investments are valuable, local businesses create permanent jobs, generate sales tax revenue, and reinvest their profits within the community. Brownsville should establish a City-managed business investment fund that offers:

* Low-interest loans directly from the City, without requiring traditional bank financing.

* Interest rates of approximately 2% to 3% for qualified local businesses.

* Flexible repayment terms designed to encourage business expansion.

* Forgivable loans tied to measurable economic performance.

For example, if a business receives a $1 million loan and meets agreed-upon benchmarks - such as maintaining employment, generating tax revenue, or operating successfully for ten years - a portion or all of the loan could be forgiven. Programs like these would encourage entrepreneurship, strengthen local businesses, and create long-term economic growth while keeping investment dollars within Brownsville.

---

## Priority 6: More Parks and Green Spaces

Downtown should be a place where families want to spend an entire afternoon, not simply visit one business and leave. The City should continue investing in beautiful public spaces similar to Market Square, Washington Park, and Ringgold Park by creating additional parks, plazas, fountains, shaded seating areas, and picnic spaces throughout downtown. One of

the most important long-term investments is the urban tree canopy. Future landscaping should prioritize large shade trees such as live oaks and other native species instead of palm trees. While palm trees create a tropical appearance, they provide very little shade. Large canopy trees dramatically reduce sidewalk temperatures, improve walkability, encourage outdoor dining, and make downtown significantly more comfortable during South Texas summers. A greener downtown will improve quality of life, attract more visitors, increase property values, and create inviting public spaces that families can enjoy for generations.

---

## Conclusion

Downtown Brownsville has incredible potential. By focusing on six core priorities - public safety, cleanliness, parking, attracting the right businesses, investing in local entrepreneurs, and expanding green public spaces - the City can create a downtown that is vibrant, family-friendly, economically strong, and welcoming to both residents and visitors. Every decision should be guided by one question:

"Will this make more people want to spend time in downtown Brownsville?"

If the answer is yes, then it is an investment worth making.



# DOWNTOWN RENAISSANCE MASTER PLAN

## CITY COMMISSION – 08.18.2026

# PROJECT SCOPE & TIMELINE – 12 MONTHS

**Aug 2025**

## Initiation

*Workplan Engagement Plan Data Review*

*Kickoff & Tour*

*Commission Briefing*

*Launch Website & Survey*

**Aug – Sept 2025**

## Analysis & Vision

*Site Visits Assessments Community Visioning*

*Stakeholder Meetings*

*P&Z Commission*

**Oct – Feb 2025 - 2026**

## Recommendations

*Economic Development Downtown Mobility Framework Development Opportunities Placemaking*

*Design Team Charrette*

*Stakeholder Meetings*

*Commission Work Session*

**Mar – May 2026**

## Implementation

*Code Diagnostic Action Plan*

*Stakeholder Meetings*

*Commission Work Session*

**Jun – Aug 2026**

## Finalization & Adoption

*Full Draft Plan Review & Revisions*

*Online Public Review of Draft*

*Adoption Meetings*

# WHAT THE PLAN WAS ASKED TO DO




Build on recent Downtown momentum and public/private investment.



Support preservation while encouraging reinvestment and adaptive reuse.



Create a shared community vision for Downtown.




Strengthen Downtown housing and mixed-use development opportunities.



Identify priorities that make Downtown more walkable, safe, shaded, active, and welcoming.




Create an implementation framework that helps the City move from planning to action.

# WHAT THE COMMUNITY SAID

# The following is a summary of the input received from the community about the future of Downtown Brownsville

***Lo siguiente es un resumen de los aportes recibidos de la comunidad sobre el futuro del centro de Brownsville***

## PUBLIC ENGAGEMENT

*Participación pública*



**16**
Tabling Events and Public Events
*Eventos de mesa y eventos públicos*



**1**
Staff Implementation Workshop
*Taller de implementación*



**731**
Survey Responses
*Respuestas de la encuesta*



**17**
Stakeholder Focus Groups
*Grupos focales de partes interesadas*



**Over 3100**
Letters sent to landowners within the study area
*Cartas enviadas a los propietarios de tierras dentro del estudio*



**6**
Commission Meetings
*Reuniones de la Comisión*



**6,266**
Website Views
*Vistas en el sitio web del proyecto*



**157**
Idea Wall and Map Comments
*Comentarios del muro de ideas y map*

**"Family friendly spaces and spaces for single people, where women can feel safe to be by themselves."**

**"Que estuviera mas limpio, los locales vacios dan muy mal aspecto."**

**"Implementing shade on sidewalks through green infrastructure would improve the overall walkability of Downtown."**

**"We need more parking options, I understand downtown parking is always a challenge but more parking options will help."**

**"Ahorita es muy difícil andar en la tarde-noche... es tan difícil poder andar a esas hora por las calles del centro por la seguridad."**

**"Third spaces that have access to protection from the weather where people could go in and just hang out and chat for a while!"**









CITY OF BROWNSVILLE
PLANNING &
REDEVELOPMENT
SERVICES





# TOP RECURRING THEMES

- Heritage and Identity
- Amenities and Placemaking
- Shade, Safety, and Cleanliness
- Walkability and Connectivity
- Housing and Activation
- Events and Festivals

**88%**
Feel proud of local restaurants and culture.

**82%**
Want improved lighting, shade, and cleanliness.

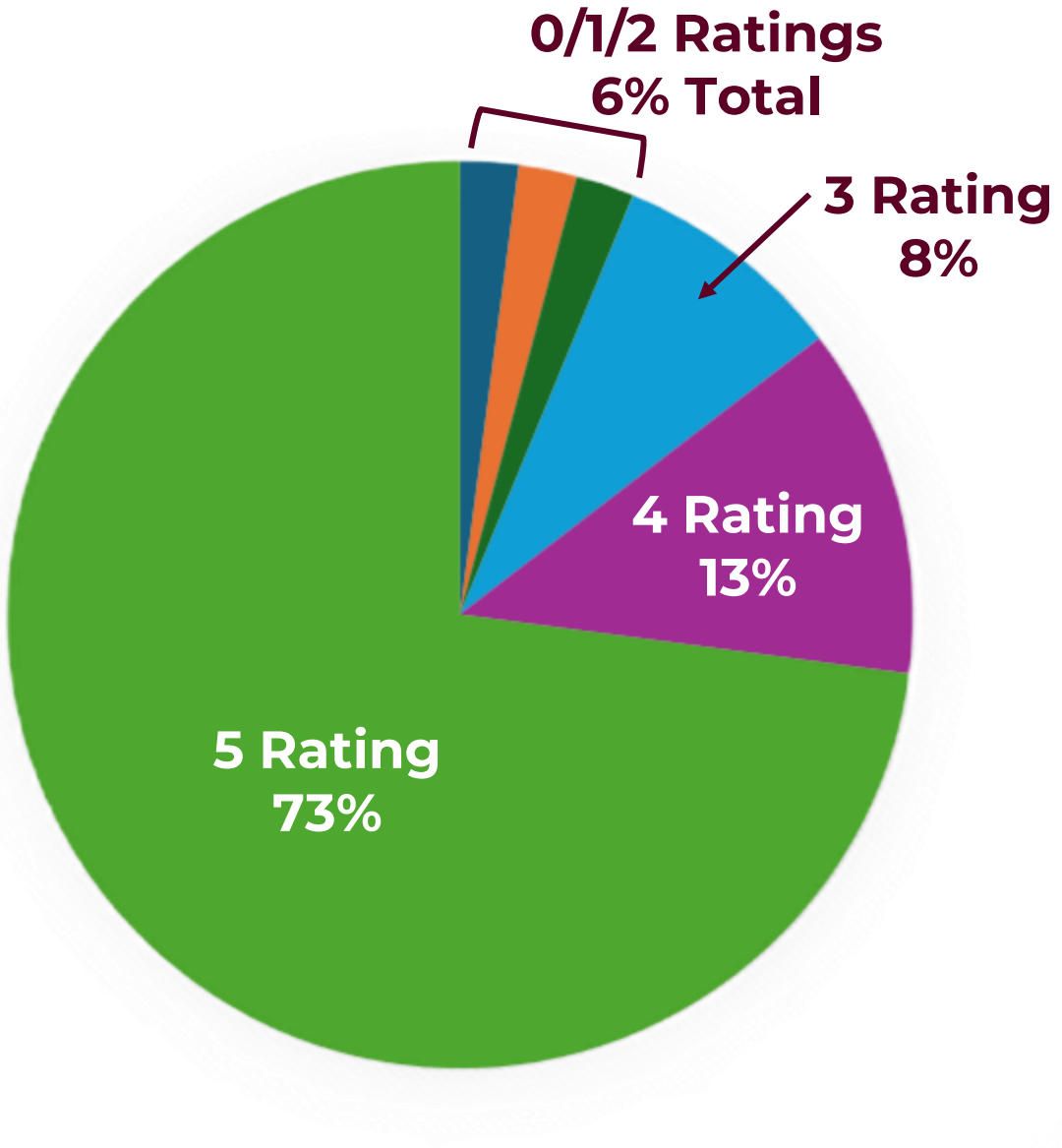
**78%**
Say more public amenities are needed for comfort and use.

**73%**
Rate Downtown's walkability as fair or good.

# Online Draft Review

- 63 participants
- Overall support rating and written comments
- Full report provided with backup

**86%** **rated 4 or 5, noting strong support for the plan adoption!**

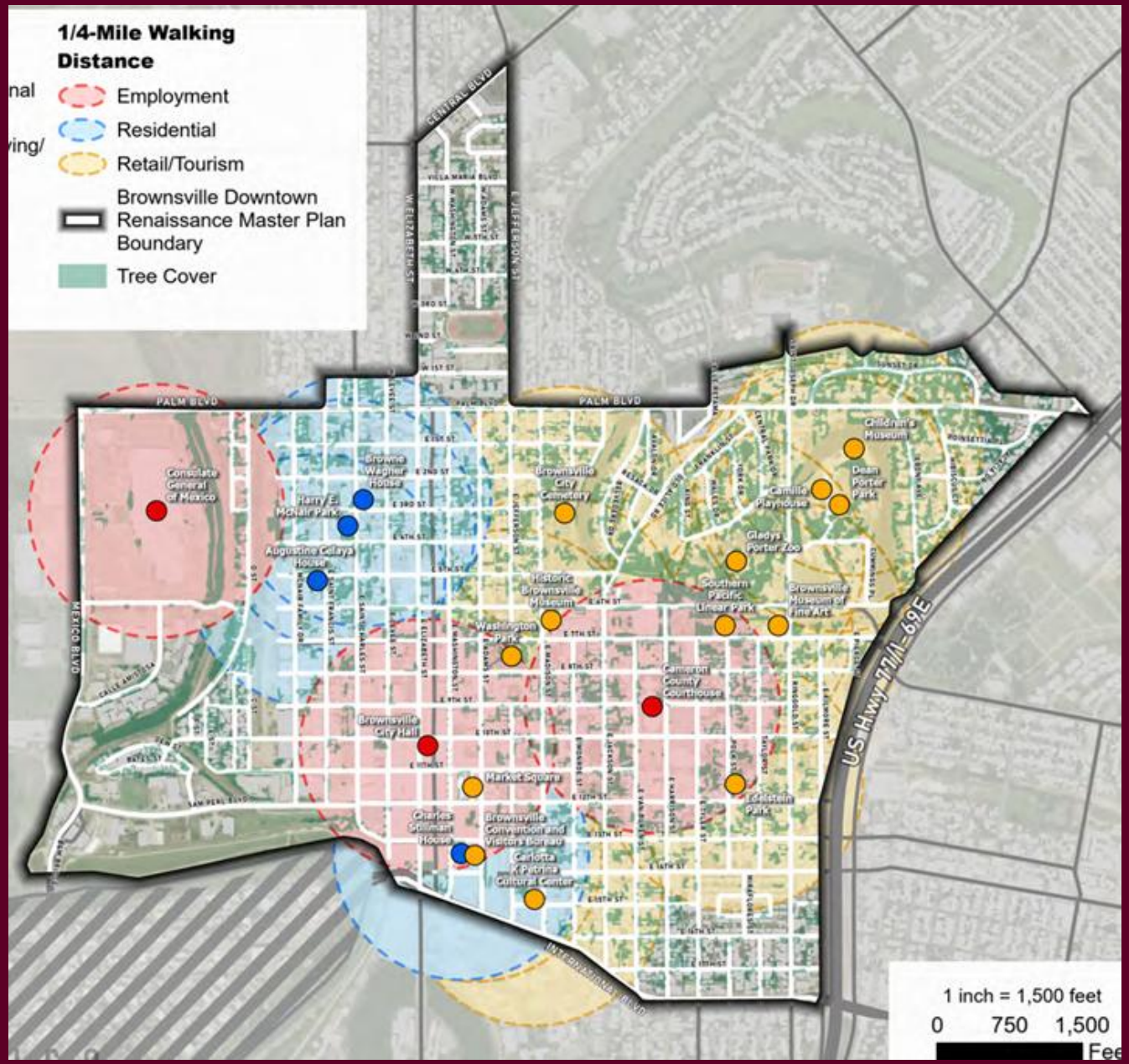


# WHAT WE DISCOVERED




# DOWNTOWN HAS MOMENTUM, BUT LACKS FOCUS.

Ongoing investments including infrastructure, events, private and institutional investments. People are already investing in Downtown Brownsville, but we need to make sure those are coordinated so they are all more successful.




# DOWNTOWN HAS A LOT TO OFFER, BUT IT LACKS CONNECTIVITY.

There are plenty of destinations and distinct areas of character in Downtown, but they don't feel like they are part of a larger whole and it's hard to travel between destinations without having to drive and park multiple times.



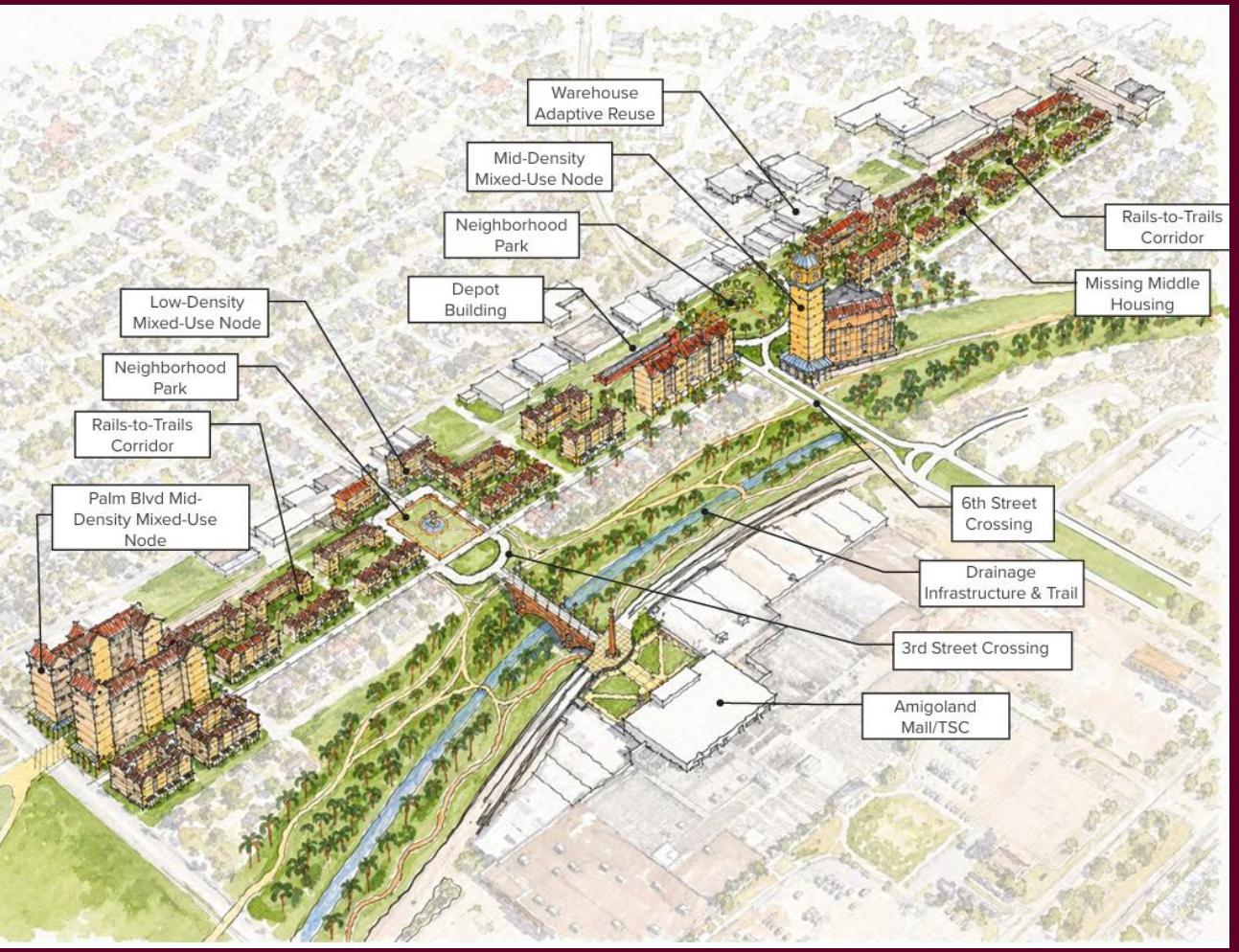

# DOWNTOWN IS STRONG, BUT LACKS LIVING OPPORTUNITIES.

Downtown is a major employment and visitor district but the area's resident population has declined, new housing units are slow to come online and daily services are disappearing. Some realistic housing demand exists, but it must be cultivated carefully.



## SHADE IS NOT JUST BEAUTIFICATION; IT IS CORE INFRASTRUCTURE AND AN ECONOMIC DEVELOPMENT STRATEGY.

Heat, lack of tree canopy, and limited shade directly affect walkability, comfort, public health, and time spent Downtown.




# THE SWITCHYARDS AREA MAY BE DOWNTOWN'S MOST NOTABLE LONG-TERM GROWTH OPPORTUNITY.

Because of public land ownership, fewer historic constraints, and proximity to Amigoland, this area can accommodate larger-scale redevelopment, a rails-to-trails corridor, missing middle housing, adaptive reuse, and mixed-use development.

# HOW THE PLAN DELIVERS

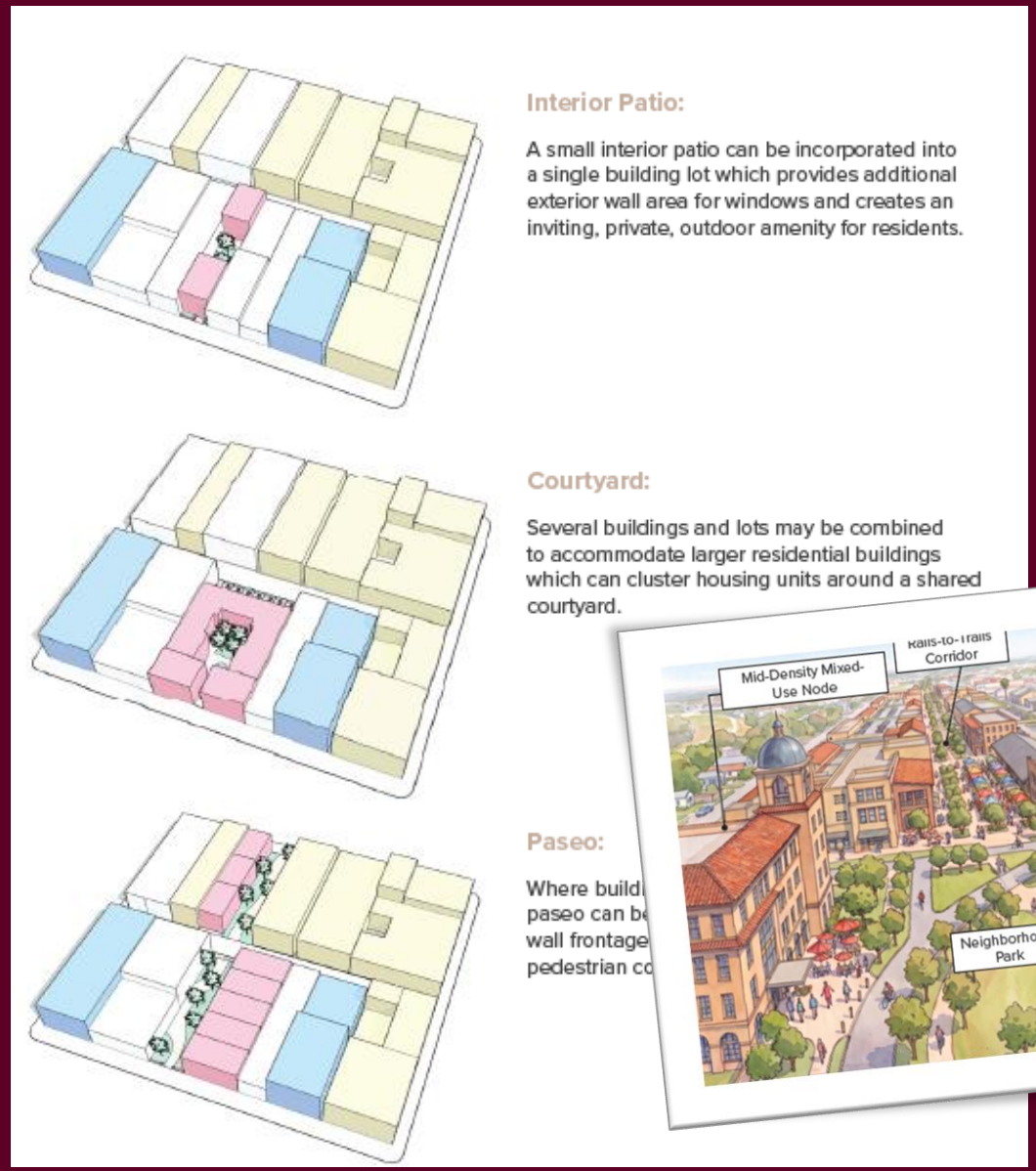
# TRANSFORMATIONAL PROJECTS

- Plaza Mayor
- Adams Street Paseo
- The Switchyards



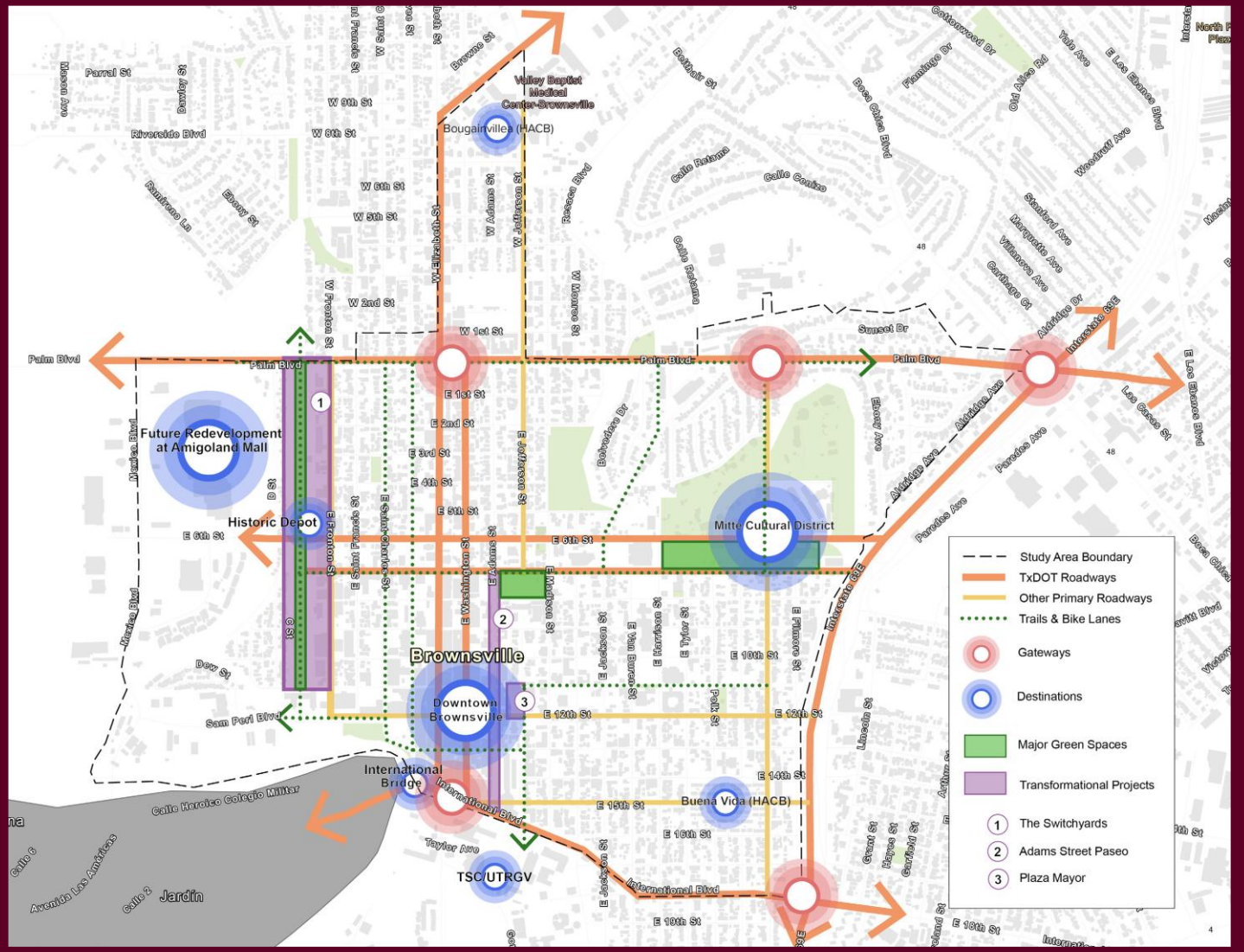
# HOUSING STRATEGIES

- Adaptive reuse & upper story activation in historic buildings
- Small-lot, compatible infill developments
- Housing variety in the Switchyards
- Partnerships & incentives, model projects
- Review and update regulations where needed



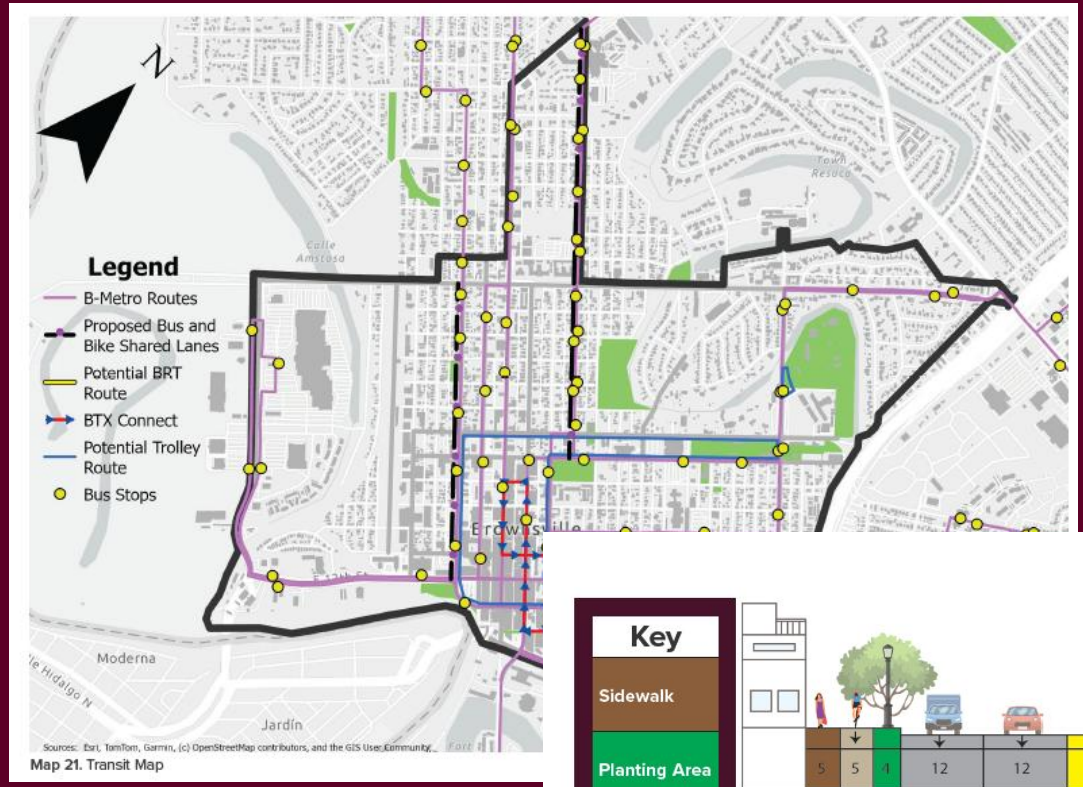
# PUBLIC REALM STRATEGIES

- Overall framework
- Identity & character
- Safety & comfort
- Amenities, shade sidewalks, landscaping, etc.
- Streetscape typologies and application of amenities



# MOBILITY, TRANSPORTATION, AND PARKING RECOMMENDATIONS

- Parking strategies, including a garage
- Walking & cycling routes
- Public transit
- Priority corridors
- Typical cross-sections



Map 21. Transit Map

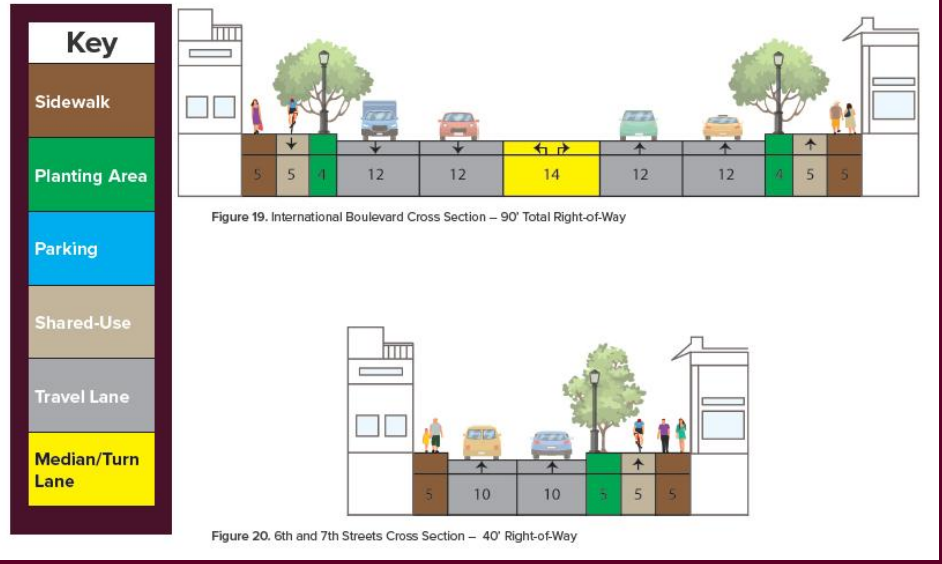


Figure 19. International Boulevard Cross Section – 90' Total Right-of-Way

Figure 20. 6th and 7th Streets Cross Section – 40' Right-of-Way

# WHAT NOW

# IMPLEMENTATION & ACTION ITEMS

- 63 action items for public realm, mobility/parking, housing, and catalyst projects.
- Enabling actions related to policy, regulation and funding.
- A more detailed table for CIP-related actions to facilitate CIP planning.



## DOWNTOWN LIVING

**Impact: Low | Feasibility: Moderate**

Increasing the number of residents living downtown can support local businesses, activate streets throughout the day and evening and strengthen long-term economic vitality. Encouraging upper-story housing, adaptive reuse of historic buildings and mixed-use development can introduce new housing opportunities while preserving downtown's character. Addressing financial and regulatory barriers will be critical to enabling housing development in downtown.

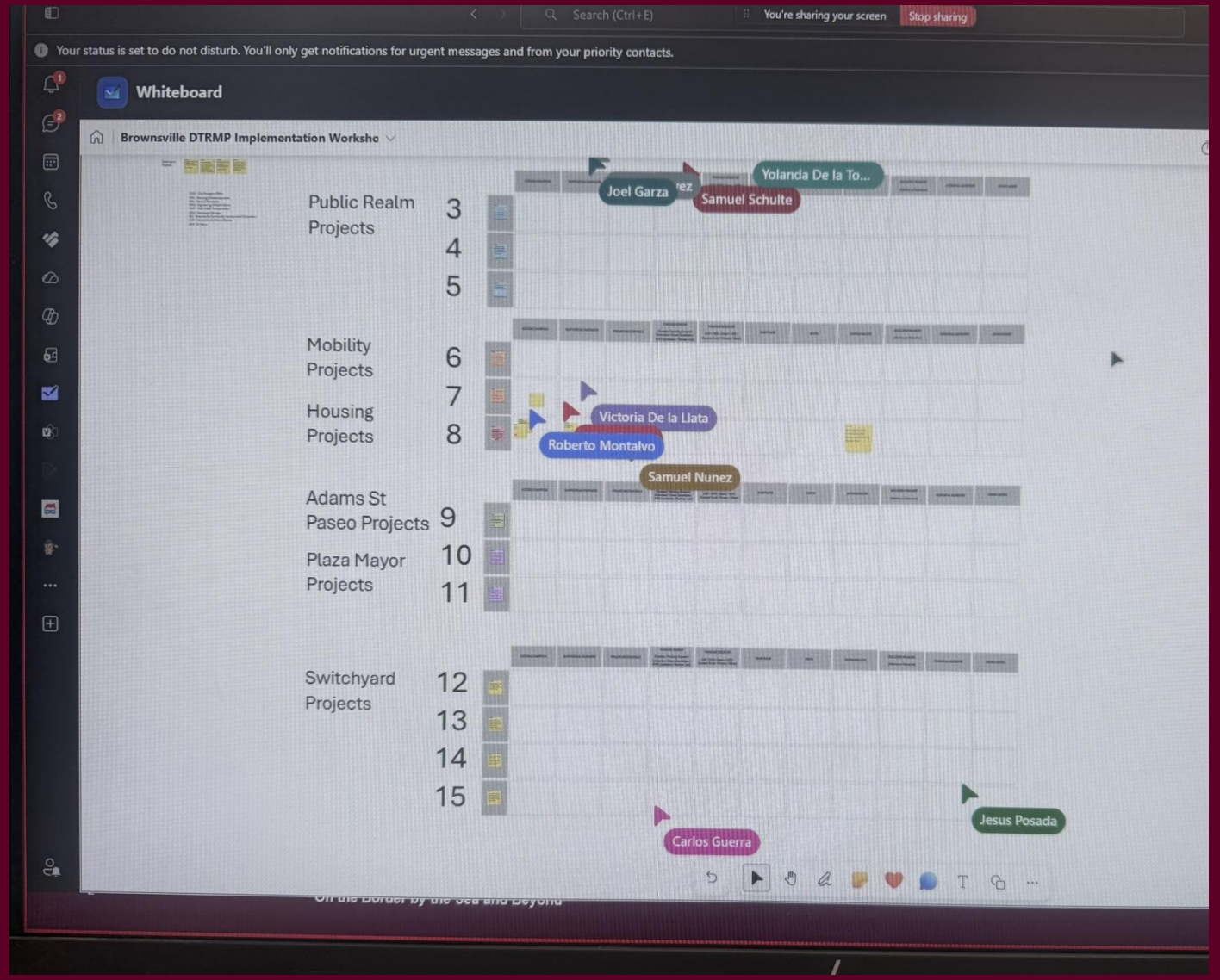
While adding more residents can strengthen downtown over time by supporting local businesses, increasing activity, and creating a more consistent customer base, the pace of residential growth is often gradual. In the near term, this strategy may not generate immediate visible change at the same scale as public space or catalytic redevelopment projects, especially if market demand is still emerging.

Downtown housing is possible, but it often depends on market conditions, development interest, financing, and supportive policies. It may require incentives, redevelopment of underutilized properties, zoning flexibility, or public-private partnerships. These factors make it more achievable than a highly complex catalytic site, but less straightforward than public improvements or operational changes.

| Key | Action | Type | Time Frame | Lead Entity | Cost Range |
|---|---|---|---|---|---|
| 3.a | Ensure a Downtown housing strategy is included in the Brownsville Housing Master Plan to identify priority housing types, target price points, adaptive reuse opportunities, and barriers such as code requirements, parking minimums, and financing gaps. | Plan | Short Term (0-2 Years) | P&RD; Grants and Community Department as supporting dept. | Very Low |
| 3.b | Update codes and create an incentive package to support mixed-use housing, upper-story residential conversion, infill apartments, and redevelopment by reducing regulatory barriers and improving development feasibility. | Policy / Program | Medium Term (2-5 Years) | P&RD | Very Low |
| 3.c | Launch an adaptive reuse pilot program targeting underused Downtown buildings for upper-floor housing conversion through façade assistance, Code compliance upgrades sunsidies, and developer outreach. | Program | Medium Term (2-5 Years) | BCIC; P&RD | Medium |
| 3d. | Redevelop the Bougainvillea Housing Development to support future development along the Jefferson Corridor and broader Downtown housing goals. | Capital Project | Medium Term (2-5 Years) | BHA | High |

# City Staff / Departmental Implementation Collab

- Allowed the people involved in implementation to provide input
- Got buy-in from City staff across departments
- Established a culture of collaboration for implementation
- Asked staff to take responsibility for action items



## NEAR-TERM (2yr):

## EASY WINS & BUILD MOMENTUM

- Lighting, shade and furnishings, signage
- Parking strategy
- Activated alley pilots
- Maintenance and cleanliness improvements
- Small business and façade support
- Switchyards rails-to-trails corridor

## MID-TERM (5yr):

## ALIGN INVESTMENT

- Housing incentives, adapti ve reuse support and P3 projects
- TIRZ-supported public realm and infrastructure projects
- Historic depot reuse
- Downtown trolley or circulator

## LONG-TERM (10yr):

## TRANSFORMATIONAL PROJECTS

- Switchyards development
- Highway access improvements
- Larger infrastructure projects

**Some projects will require implementation throughout the planning horizon…**

## ADAMS STREET PASEO

| Near Term | Mid Term | Long Term |
|---|---|---|
| Piloting and planning for Phase 1 of Adams Street Paseo | Design & construct Phase 1 (three blocks) of Adams Street Paseo | Adams Street Paseo expansion north & south |

## PLAZA MAYOR

| Near Term | Mid Term | Long Term |
|---|---|---|
| Partnerships and land discussions | Phase 1 and 2 | Phase 3 + |

# WHY THIS MATTERS FOR CITY COMMISSION

- Advance the community’s vision for Downtown.
- Focus investment where it can build momentum.
- Support Downtown as an economic and civic center.
- Create a practical path to implementation.



www.BTXDowntownRenaissance.com

# Questions or Feedback?

## Thank you!

| | |
|---|---|
| To: | Mayor and City Commission |
| Through: | Alan Guard, Interim City Manager |
| From: | Martin Vega, Assistant Director of Land Development Services |
| Date: | Tuesday, August 18, 2026 |
| Agenda #: | Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 235-2026-018**, to rezone from Agriculture (AG) to Residential Single-Family (R-1) to allow a single-family residential subdivision for all of Summer Lakes Subdivision Phase 4, Cameron County, Texas, located at Summerhill Boulevard, Brownsville, Texas 78520, as shown in Exhibit "A". (District 4) (Planning & Redevelopment Department) |

## Summary:

Property owner, Olmito Development, LLC., proposes to change the Zoning Designation for all of Summer Lakes Subdivision Phase 4, Cameron County, Texas, located at Summerhill Boulevard, Brownsville, Texas 78520. The applicant requests to rezone the subject property from Agricultural (AG) to Residential Single-Family (R-1) to allow a single-family residential development.

The predominant land use in the surrounding area is single-family dwelling. Additional uses, such as undeveloped land, are also present within the vicinity.

The property is located within the West Emerging District. The proposed use/zoning designation is consistent with the Future Land Use Map.

## Project Scope and Analysis:

The subject property has an approximate area of 28.127 acres and will be site to Section 4 of Summer Lakes Subdivision. Within this residential development, the applicant is proposing 117 single-family lots having an average size of 6,000 square feet. To comply with the required minimum lot size, the property must be rezoned from Agriculture (AG), which requires a minimum lot size of 40,000 square feet, to Residential Single-Family (R-1), which requires a minimum lot size of 5,000 square feet.

## 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 August 6, 2026. The Planning and Zoning Commission approves this rezoning from Agriculture (AG) to Residential Single-Family (R-1).

**Commission Pillar:**
Planning & Zoning

**Attachments:**
1. First Reading Zoning Case 8182026
2. Case 235-2026-018 Binder

*Planning and Redevelopment Department*
**Zoning Division**
1034 E. Levee St. 2nd Floor
Brownsville, TX 78520
(956) 548-6150

# First Reading Zoning Cases

## CITY COMMISSION HEARING DATE: AUGUST 18, 2026

| *Case Number* | *Electoral District* | *Application Type* | *Property Address* | *Applicant/ Representative Name* | *Zoning Change* | *Reason for Request* | *Opposition* |
|---|---|---|---|---|---|---|---|
| **235-2026-012** | 4 | Rezone | Vasquez Ranch Road | Wendy Rodríguez/ Melden & Hunt | To rezone from Residential Single-Family (R-1) to Residential Transition (R-3) | To allow a townhome development | No verbal or written opposition |
| **235-2026-018** | 4 | Rezone | Summerhill Boulevard | J&R Engineering LLC & CS Construction & Development | To rezone from Agriculture (AG) to Residential Single-Family (R-1) | To allow a single-family residential development | No verbal or written opposition |
| **235-2026-903-S** | 3 | Specific Use Permit (SUP) | 9935 Naranjo Road | Juan Ramos | To request a Specific Use Permit (SUP) in Commercial Corridor (CC) | To allow a commercial plaza with reduced setbacks | No verbal or written opposition |
| **235-2026-904** | 4 | Rezone | Hidden Meadows Boulevard | City Initiated | To rezone from Residential Single-Family (R-1) to Residential Suburban (R-2) | To allow an existing duplex subdivision | No verbal or written opposition |
| **235-2026-905** | 2 | Rezone | Lester Drive | City Initiated | To rezone from Commercial Corridor (CC) to Residential Transition (R-3) | To allow an existing single-family development | No verbal or written opposition |

ORDINANCE NUMBER 235-2026-018

AN ORDINANCE AMENDING THE "CITY ZONING ORDINANCE" BY AMENDING THE OFFICIAL ZONING ATLAS TO REZONE FROM AGRICULTURE (AG) TO RESIDENTIAL SINGLE-FAMILY (R-1) TO ALLOW A SINGLE-FAMILY RESIDENTIAL SUBDIVISION FOR ALL OF SUMMER LAKES SUBDIVISION PHASE 4, CAMERON COUNTY, TEXAS, LOCATED AT SUMMERHILL BOULEVARD, 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 Agriculture (AG) to Residential Single-Family (R-1) to allow a single-family residential subdivision for all of Summer Lakes Subdivision Phase 4, Cameron County, Texas, located at Summerhill Boulevard, 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 **August 18, 2026**. Passed at First Reading on **August 18, 2026**. PASSED at Second and Final Reading and ADOPTED, APPROVED, and ENACTED on **September 1, 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:** Jesus Trevino
**Property Address:** Summerhill Boulevard
**Application Type:** Rezone
**Current Zoning:** Agriculture (AG)
**Application Date:** July 6, 2026
**CC Meeting Dates:** 1st – August 18, 2026 / 2nd September 1, 2026
**Overlay(s):** None
**No. of Mail-outs:** 47

**Geo ID:** 79-1410-0060-0040-00
**Case No.:** 235-2026-0018
**Proposed Use:** Single-family residential subdivision
**Proposed Zoning:** Residential Single Family (R-1)
**P&Z Date:** August 6, 2026
**Electoral District:** 4
**Annexation Year:** 2005 / 2025
**Opposition:** No Verbal or Written Opposition

## PROPERTY DETAILS

**Legal Description:** All of Summer Lakes Subdivision Phase 4, Cameron County, Texas, located at Summerhill Boulevard, Brownsville, Texas 78520.
**Roadway Frontage:** The subject property is fronting Summerhill Boulevard, a Collector.
**Predominant Land Use:** The predominant land use within the area is largely single family residential and undeveloped land.

## ABUTTING LAND USES (*SEE ATTACHED AERIAL VIEW MAP)*

**North:** Single Family Residential
**East:** Single Family Residential
**South:** Undeveloped Land, Extra Territorial Jurisdiction (ETJ)
**West:** Undeveloped Land, Extra Territorial Jurisdiction (ETJ)

## EXISTING ZONING DESIGNATIONS (*SEE ATTACHED ZONING MAP)*

**North:** Residential Single Family (R-1)
**East:** Residential Single Family (R-1)
**South:** Agriculture (AG), Extra Territorial Jurisdiction (ETJ)
**West:** Extra Territorial Jurisdiction (ETJ)

## FUTURE LAND USE PLAN (*SEE ATTACHED FUTURE LAND USE MAP)*

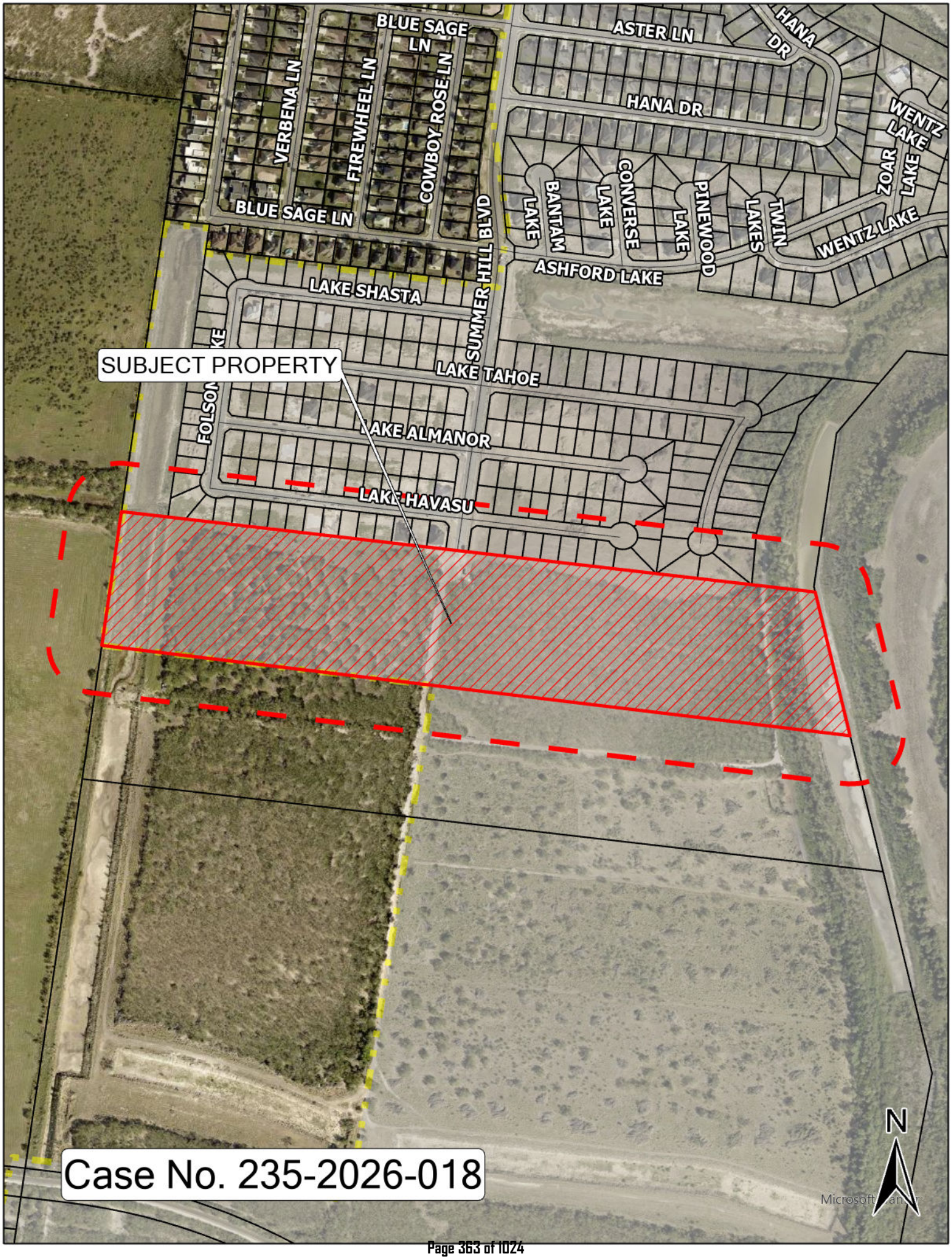
The City of Brownsville Future Land Use Plan indicates that the subject land is located within the Emerging City West District. This district should be predominantly residential consisting of primarily single-family on large lots with an average density of 1 dwelling unit per acre. Commercial uses should 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.

## 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 Agriculture (AG) District to Residential Single-Family (R-1) District.


BLUE SAGE LN
ASTER LN
HANA DR
HANA DR
WENTZ LAKE
VERBENA LN
FIREWHEEL LN
COWBOY ROSE LN
BLUE SAGE LN
SUMMER HILL BLVD
BANTAM LAKE
CONVERSE LAKE
PINEWOOD LAKE
TWIN LAKES
ZOAR LAKE
WENTZ LAKE
ASHFORD LAKE
LAKE SHASTA
SUBJECT PROPERTY
LAKE TAHOE
LAKE ALMANOR
LAKE HAVASU
N
Case No. 235-2026-018

# 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"

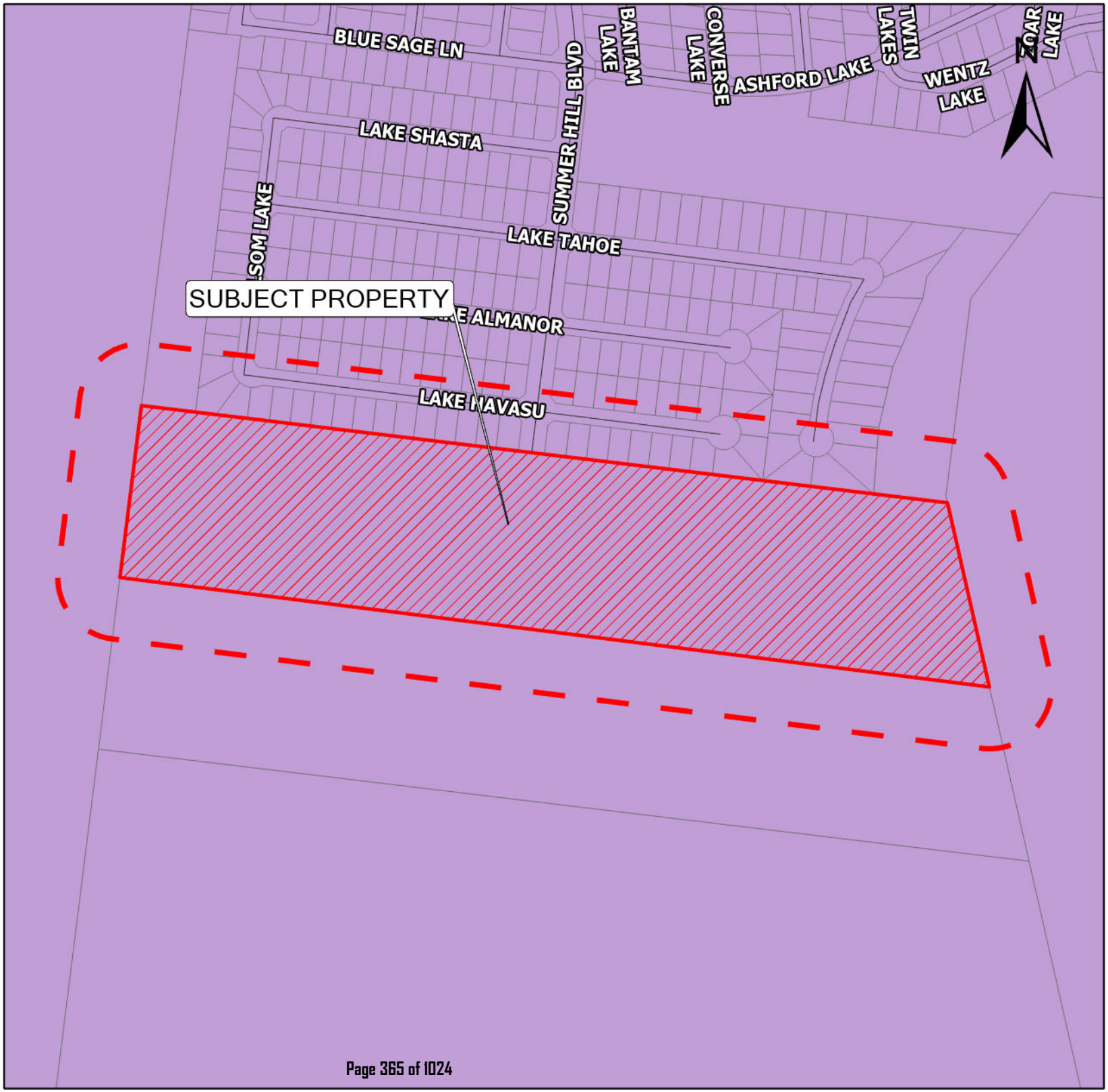
Address:
Summer Lakes Ph. 4,
Brownsville, Texas

Proposed Zoning:
Residential Single Family, R-1

Current Zoning:
Agricultural, AG

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.**
**235-2026-016**

| | |
|---|---|
| To: | Mayor and City Commission |
| Through: | Alan Guard, Interim City Manager |
| From: | Martin Vega, Assistant Director of Land Development Services |
| Date: | Tuesday, August 18, 2026 |
| Agenda #: | Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 235-2026-903-S**, to request a Specific Use Permit (SUP) in a Commercial Corridor (CC) zoning district to allow a commercial plaza and establish reduced setbacks for Lots 16, 17, and 18, Block 1, Naranja Vista Subdivision, Cameron County, Texas located at 9935 Naranjo Road, Brownsville, Texas 78521, as shown in Exhibit "A". (District 3) (Planning & Redevelopment Department) |

## Summary:

This is a City Initiated Case to adopt a specific use permit in a Commercial Corridor (CC) zoning district for Lots 16, 17, and 18, Block 1, Naranja Vista Subdivision, Cameron County, Texas located at 9935 Naranjo Road, Brownsville, Texas 78521. At this time, the base zoning designation will remain unchanged while the specific use permit will allow a commercial plaza and establish reduced setbacks to accommodate the proposed development.
The predominant land use in the surrounding area is single family dwelling and commercial business. Additional uses, such as undeveloped land and multi-family development are also present within the vicinity.

The property is located within the Linkage Corridor. The proposed use/zoning designation is consistent with the Future Land Use Map.

## Project Scope and Analysis:

For context, this City-initiated Specific Use Permit is intended to provide the property owner with greater flexibility to develop the subject property, which consists of three platted lots averaging approximately 2,500 square feet each.

The subject property is located along Anacua Road, also known as Naranjo Road, which is classified as a Secondary Arterial roadway and requires an ultimate right-of-way width of 110 feet. Given the relatively small size of the overall property, approximately 7,500 square feet, the required dedication of 55 feet measured from the roadway centerline significantly reduces the developable area of the site and results in a constrained building envelope.

In an effort to facilitate development while recognizing the impact of the future right-of-way dedication, staff is proposing a conditioned Specific Use Permit to provide limited flexibility from certain development standards. The underlying zoning designation would remain unchanged; however, the proposed conditions and design parameters would allow the property to be developed more efficiently despite the site constraints created by the anticipated right-of-way requirement.

It is also important to note that the ultimate widening of Anacua Road is not anticipated to occur in the near term. For this reason, staff finds it appropriate to allow certain development components to be temporarily located within areas that may ultimately be affected by the future roadway expansion. These allowances would remain subject to the conditions of the Specific

Use Permit and are intended to accommodate reasonable use of the property until such time as the additional right-of-way is needed for roadway improvements.

The proposed conditions and design parameters are as follows:

- To allow reduced front yard setbacks.
- To allow 5-foot setbacks along the lateral and rear property lines.
- To allow 2 parking spaces to exist in the front yard until the expansion improvements of Naranjo Road take place.
- To allow a commercial waste container enclosure within the front yard until the planned Naranjo Road expansion improvements are completed, provided that the enclosure is screened from street view with landscaping equal to or greater than the height of the enclosure. Alternatively, roll-out trash bins may be permitted for each of the proposed suites/businesses, not to exceed three total suites.

## 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 August 6, 2026. The Planning and Zoning Commission approves this Specific Use Permit (SUP) in a Commercial Corridor (CC) zoning district to allow a commercial plaza and establish reduced setbacks.

## Commission Pillar:

Planning & Zoning

## Attachments:

1. First Reading Zoning Case 8182026
2. Case 235-2026-903-S Binder

*Planning and Redevelopment Department*
**Zoning Division**
1034 E. Levee St. 2nd Floor
Brownsville, TX 78520
(956) 548-6150

# First Reading Zoning Cases

## CITY COMMISSION HEARING DATE: AUGUST 18, 2026

| *Case Number* | *Electoral District* | *Application Type* | *Property Address* | *Applicant/ Representative Name* | *Zoning Change* | *Reason for Request* | *Opposition* |
|---|---|---|---|---|---|---|---|
| **235-2026-012** | 4 | Rezone | Vasquez Ranch Road | Wendy Rodríguez/ Melden & Hunt | To rezone from Residential Single-Family (R-1) to Residential Transition (R-3) | To allow a townhome development | No verbal or written opposition |
| **235-2026-018** | 4 | Rezone | Summerhill Boulevard | J&R Engineering LLC & CS Construction & Development | To rezone from Agriculture (AG) to Residential Single-Family (R-1) | To allow a single-family residential development | No verbal or written opposition |
| **235-2026-903-S** | 3 | Specific Use Permit (SUP) | 9935 Naranjo Road | Juan Ramos | To request a Specific Use Permit (SUP) in Commercial Corridor (CC) | To allow a commercial plaza with reduced setbacks | No verbal or written opposition |
| **235-2026-904** | 4 | Rezone | Hidden Meadows Boulevard | City Initiated | To rezone from Residential Single-Family (R-1) to Residential Suburban (R-2) | To allow an existing duplex subdivision | No verbal or written opposition |
| **235-2026-905** | 2 | Rezone | Lester Drive | City Initiated | To rezone from Commercial Corridor (CC) to Residential Transition (R-3) | To allow an existing single-family development | No verbal or written opposition |

ORDINANCE NUMBER 235-2026-903-S

AN ORDINANCE AMENDING THE "CITY ZONING ORDINANCE" BY AMENDING THE OFFICIAL ZONING ATLAS TO REQUEST A SPECIFIC USE PERMIT (SUP) IN A COMMERCIAL CORRIDOR (CC) ZONING DISTRICT TO ALLOW A COMMERCIAL PLAZA AND ESTABLISH REDUCED SETBACKS FOR LOTS 16, 17, AND 18, BLOCK 1, NARANJA VISTA SUBDIVISION, CAMERON COUNTY, TEXAS, LOCATED AT 9935 NARANJO 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 request a Specific Use Permit (SUP) in a Commercial Corridor (CC) zoning district to allow a commercial plaza and establish reduced setbacks for Lots 16, 17, and 18, Block 1, Naranja Vista Subdivision, Cameron County, Texas, located at 9935 Naranjo 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.

Section 3. The property described above and by this ordinance is subject to the following conditions:

- To allow reduced front yard setbacks.
- To allow 5 foot setbacks along the lateral and rear property lines.
- To allow 2 parking spaces to exist in the front yard until the expansion improvements of Naranjo Road take place.
- To allow a commercial waste container enclosure within the front yard until the planned Naranjo Road expansion improvements are completed, provided that the enclosure is screened from street view with landscaping equal to or greater than the height of the enclosure. Alternatively, roll-out trash bins may be permitted for each of the proposed suites/businesses, not to exceed three total suites.

INTRODUCED at a public hearing on **August 18, 2026**. Passed at First Reading on **August 18, 2026**. PASSED at Second and Final Reading and ADOPTED, APPROVED, and ENACTED on **September 1, 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:** Juan Ramos
**Property Address:** 9935 Naranjo Rd
**Application Type:** Specific Use Permit (SUP)
**Current Zoning:** Corridor Commercial (CC)

**Application Date:** June 25, 2026
**CC Meeting Dates:** 1st – August 18, 2026 / 2nd September 1, 2026
**Overlay(s):**
**No. of Mail-outs:** 13

**Geo ID:** 45-6400-0010-0160-00
**Case No.:** 235-2026-903-S
**Proposed Use:** Commercial Plaza w/ reduced setbacks
**Proposed Zoning:** Corridor Commercial (CC) w/ Specific Use Permit (SUP)
**P&Z Date:** August 6, 2026
**Electoral District:** 3
**Annexation Year:** 1999
**Opposition:** No Verbal or Written Opposition

## PROPERTY DETAILS

**Legal Description:** Lots 16, 17, and 18, Block 1, Naranja Vista Subdivision, Cameron County, Texas, located 9935 Naranjo Road, Brownsville, Texas 78521.
**Roadway Frontage:** The subject property is fronting Naranjo Road, a Secondary Arterial.
**Predominant Land Use:** The predominant land use is a mix of single and multifamily residential, with commercial and undeveloped land.

## ABUTTING LAND USES (*SEE ATTACHED AERIAL VIEW MAP)*

**North:** Single Family Residential, Undeveloped Land
**East:** Multifamily Residential, Commercial
**South:** Single Family Residential, Commercial
**West:** Single Family Residential, Commercial

## EXISTING ZONING DESIGNATIONS (*SEE ATTACHED ZONING MAP)*

**North:** Residential Transition (R-3)
**East:** Corridor Commercial (CC), Residential Single Family (R-1)
**South:** Residential Transition (R-3), Corridor Commercial (CC)
**West:** Residential Transition (R-3), Corridor Commercial (CC)

## FUTURE LAND USE PLAN (*SEE ATTACHED FUTURE LAND USE MAP)*

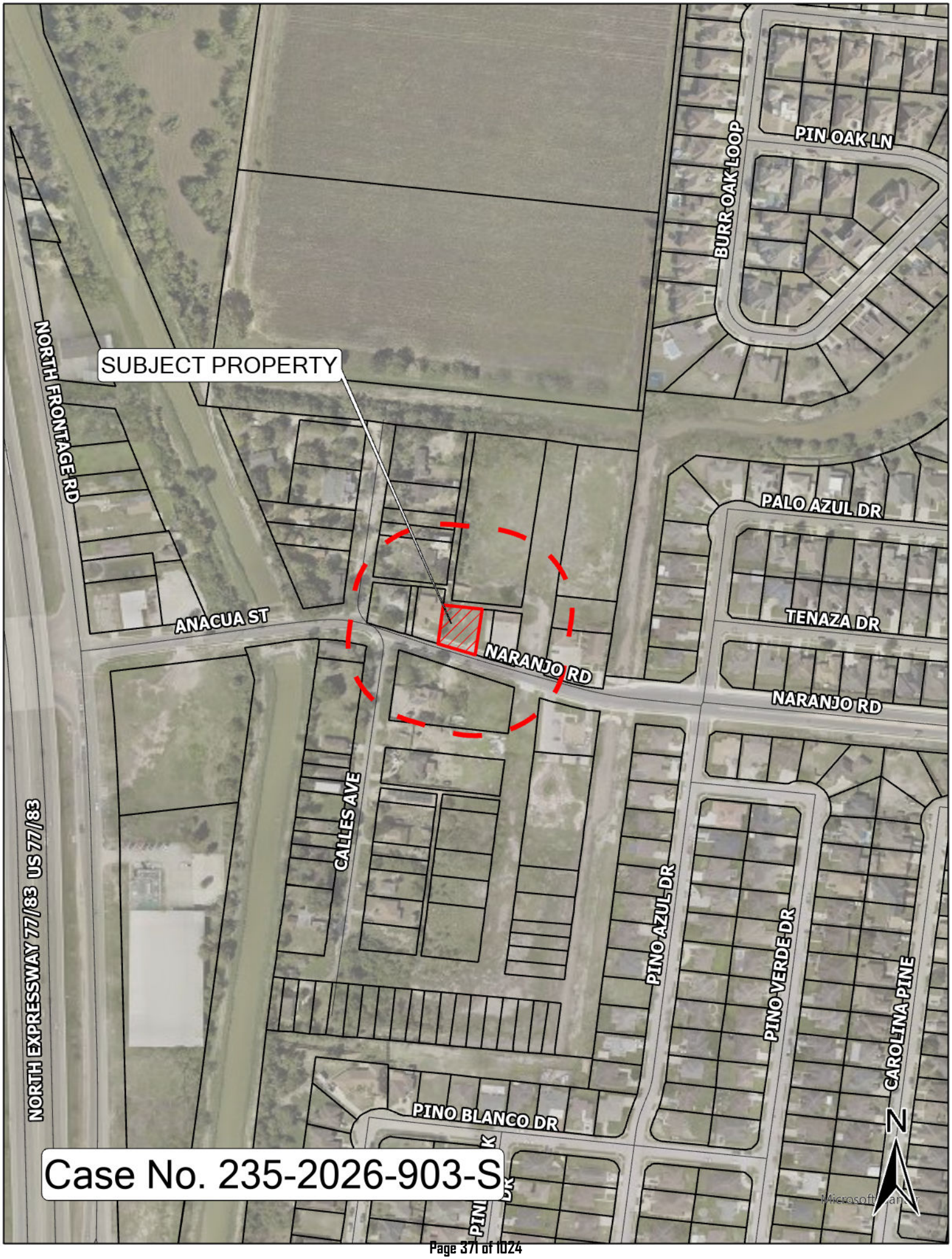
The City of Brownsville Future Land Use Plan indicates that the subject land is located within the Linkage Corridor. Land uses in the Linkage Corridor are primarily commercial, which should have a regional focus. Uses can include medical offices, auditoriums, and sports facilities. Residential uses should 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. 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 compatible with the adjacent zoning districts and land uses, and would not place significant or undue strain on existing public infrastructure, including water, wastewater, and transportation systems. Reduced setbacks are approved (see site plan exhibit) by City staff in order to maximize the use of the remaining lot area after ROW dedication and development requirements are applied.

## 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 (SUP) request for a commercial plaza development with reduced setbacks, subject to site plan review approval.


SUBJECT PROPERTY
NORTH FRONTAGE RD
BURR OAK LOOP
PIN OAK LN
PALO AZUL DR
TENAZA DR
ANACUA ST
NARANJO RD
NARANJO RD
CALLES AVE
PINO AZUL DR
PINO VERDE DR
CAROLINA PINE
PINO BLANCO DR
NORTH EXPRESSWAY 77/83 US 77/83
N
Case No. 235-2026-903-S

# 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

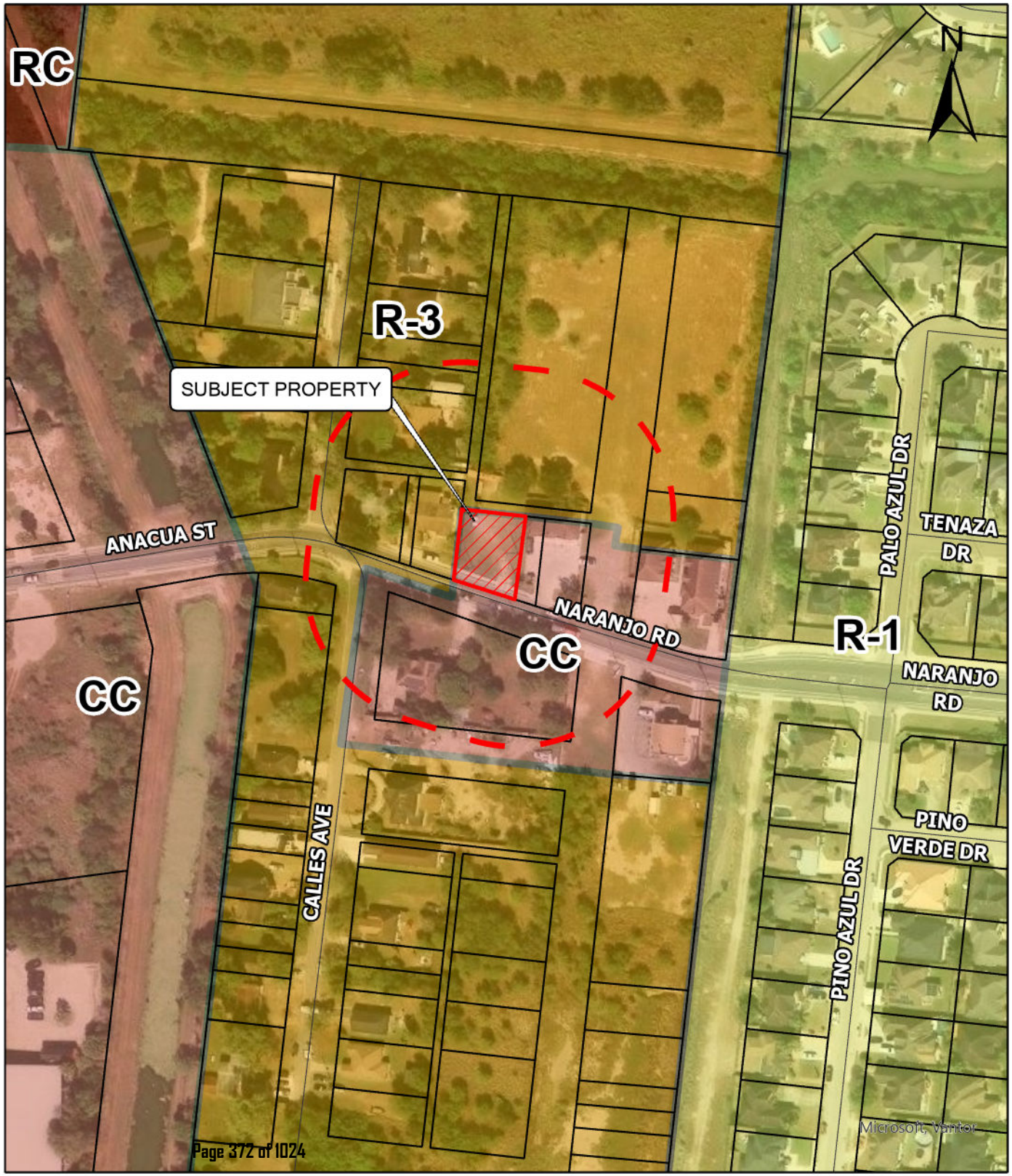
## EXHIBIT "A"

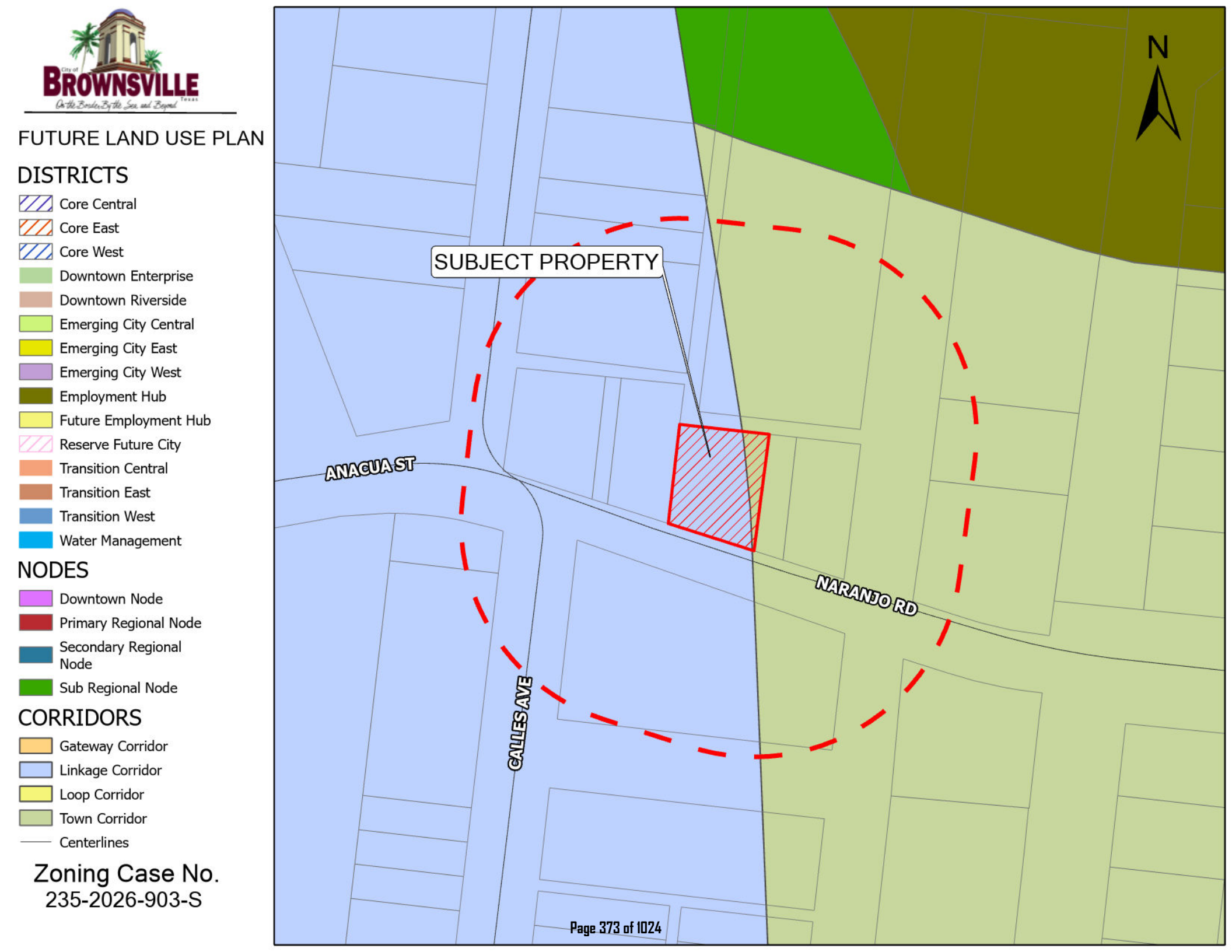
Address:
9935 Naranjo Road,
Olmito, Texas, 78575

Proposed Zoning:
Commercial Corridor (CC) w/ SUP

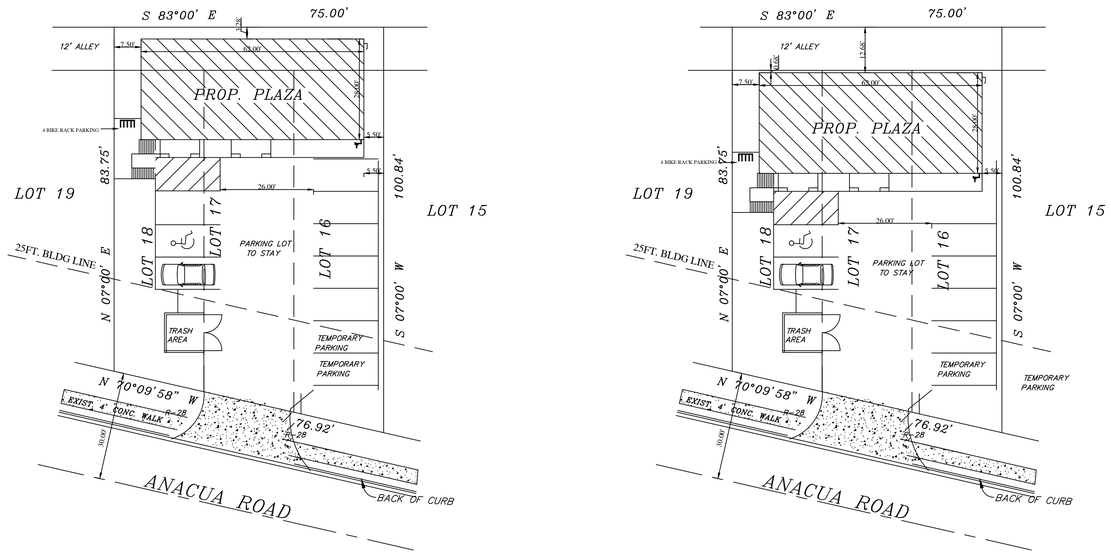
Current Zoning:
Commercial Corridor, CC

Brownsville Electoral District #3




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.
235-2026-903-S
SUBJECT PROPERTY
ANACUA ST
CALLES AVE
NARANJO RD
N

# PROP. PLAZA



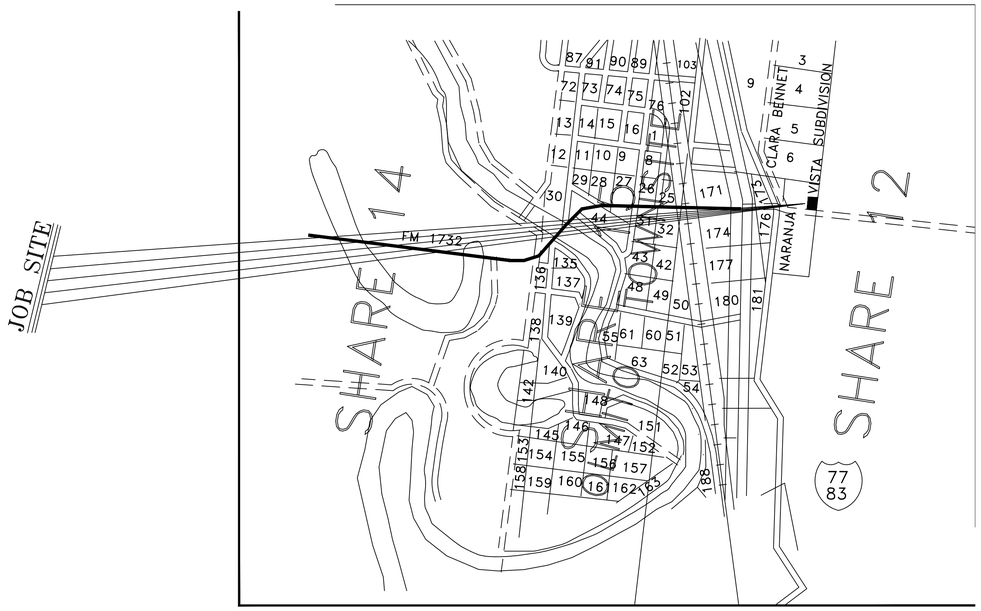




## SITE PLAN

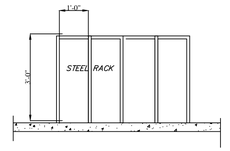
*LOTS 16, 17, & 18, BLOCK 1, NARANJO VISTA ADDITION CAMERON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 8, PAGE 30, MAP RECORDS, CAMERON COUNTY, TEXAS.*

*SCALE: 1" = 20'*




## VICINITY MAP

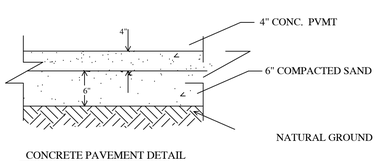
NTS




## 4-BIKE RACK PARKING

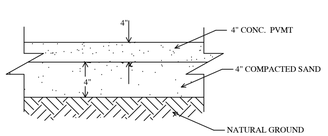
N.TS.

NOTE : IF DAMEGED,SIDEWALKS MUST BE REPAIRED AT PROPERTY OWNER'S EXPENSE



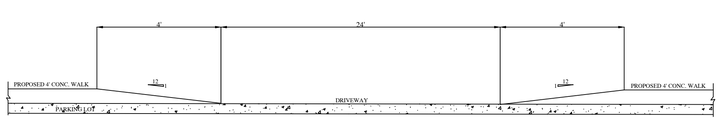

CONCRETE PAVEMENT DETAIL

N.T.S



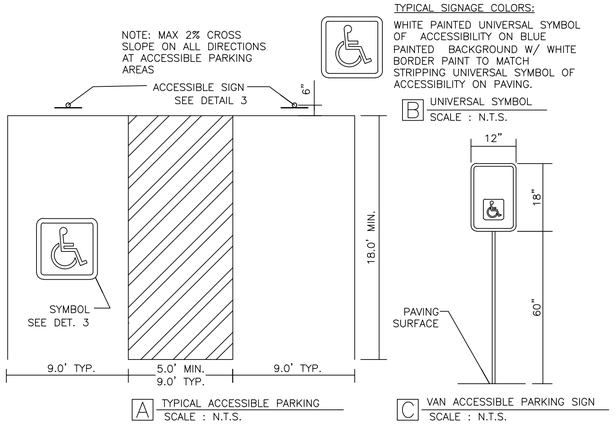

CONCRETE SIDEWALK DETAIL

N.T.S




## RAMP DETAIL ON DRIVEWAY

N.TS.




ACCESSIBLE PARKING DETAILS

N.T.S.

A-BIKE PARKING SPACES REQ"D. 1 PER 10 VEHICULAR SPACES
B-BIKE PARKING SPACES PROPOSED. ----------2

A-PARKING SPACES REQ"D. ----------9

B-PARKING SPACES PROPOSED. ----------9

PROPERTY ADDRESS : 9935 NARANJO ROAD
BROWNSVILLE, TEXAS. 78521

NOTE " PROPERTY OWNER'S NAME : GUSTAVO MALDONADO


JR HOUSE PLANS

4675 BOCA CHICA BLVD.
BROWNSVILLE, TEXAS 78521
PHONE : (956) 909-3384


SHEET NO.
C-1

| | |
|---|---|
| To: | Mayor and City Commission |
| Through: | Alan Guard, Interim City Manager |
| From: | Martin Vega, Assistant Director of Land Development Services |
| Date: | Tuesday, August 18, 2026 |
| Agenda #: | Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 235-2026-904**, to rezone from Residential Single-Family (R-1) to Residential Suburban (R-2) to allow an existing duplex subdivision for all of Hidden Meadows Subdivision Section 2, Cameron County, Texas, located at Hidden Meadows Boulevard, Brownsville, Texas 78520, as shown in Exhibit "A". (District 4) (Planning & Redevelopment Department) |

## Summary:

This is a City Initiated Case to change the zoning designation for all of Hidden Meadows Subdivision Section 2, Cameron County, Texas, located at Hidden Meadows Boulevard, Brownsville, Texas 78520. The proposed zoning reclassification will amend the Zoning Map from Residential Single-Family (R-1) to Residential Suburban (R-2).
The predominant land use in the surrounding area is single family dwelling and duplex. Additional uses, such as undeveloped land are also present within the vicinity.

The property is located within the Town Corridor and Sub Regional Node. The proposed use/zoning designation is consistent with the Future Land Use Map.

The proposed zoning change is intended as a housekeeping measure to correct a discrepancy between the existing development pattern and the adopted zoning map.

## Project Scope and Analysis:

For context, Hidden Meadows Subdivision Phase 2 was platted in the late 1990s as a duplex development. The subdivision is currently approximately 95% built out, with only four to five vacant lots remaining. Of the developed properties, approximately 90% contain duplexes, while the remaining 10% contain single-family residences. As a result, duplex structures represent the predominant development pattern within the subdivision.

Since the subdivision was recorded, the property has been zoned Residential Single-Family. Historically, duplexes were permitted within the subdivision based on the development type identified on the recorded plat rather than on the uses permitted by the applicable zoning district. Consequently, the existing duplexes are considered legal nonconforming uses under the current Residential Single-Family zoning designation, and new duplex development would not be permitted.

Staff identified this discrepancy following a recent inquiry regarding the development of the remaining vacant lots, where duplex construction was proposed consistent with the original subdivision design and prevailing development pattern.

Rezoning Hidden Meadows Subdivision Phase 2 to R-2 would correct the discrepancy between the adopted zoning designation and the established development pattern, bring the existing duplex uses into conformity with the zoning regulations, and allow

the remaining vacant lots to develop in a manner consistent with the subdivision as originally platted and predominantly developed.

## 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 August 6, 2026. The Planning and Zoning Commission approves this rezoning from Residential Single-Family (R-1) to Residential Suburban (R-2).

## Commission Pillar:

Planning & Zoning

## Attachments:

1. First Reading Zoning Case 8182026
2. Case 235-2026-904 Binder

*Planning and Redevelopment Department*
**Zoning Division**
1034 E. Levee St. 2nd Floor
Brownsville, TX 78520
(956) 548-6150

# First Reading Zoning Cases

## CITY COMMISSION HEARING DATE: AUGUST 18, 2026

| *Case Number* | *Electoral District* | *Application Type* | *Property Address* | *Applicant/ Representative Name* | *Zoning Change* | *Reason for Request* | *Opposition* |
|---|---|---|---|---|---|---|---|
| **235-2026-012** | 4 | Rezone | Vasquez Ranch Road | Wendy Rodríguez/ Melden & Hunt | To rezone from Residential Single-Family (R-1) to Residential Transition (R-3) | To allow a townhome development | No verbal or written opposition |
| **235-2026-018** | 4 | Rezone | Summerhill Boulevard | J&R Engineering LLC & CS Construction & Development | To rezone from Agriculture (AG) to Residential Single-Family (R-1) | To allow a single-family residential development | No verbal or written opposition |
| **235-2026-903-S** | 3 | Specific Use Permit (SUP) | 9935 Naranjo Road | Juan Ramos | To request a Specific Use Permit (SUP) in Commercial Corridor (CC) | To allow a commercial plaza with reduced setbacks | No verbal or written opposition |
| **235-2026-904** | 4 | Rezone | Hidden Meadows Boulevard | City Initiated | To rezone from Residential Single-Family (R-1) to Residential Suburban (R-2) | To allow an existing duplex subdivision | No verbal or written opposition |
| **235-2026-905** | 2 | Rezone | Lester Drive | City Initiated | To rezone from Commercial Corridor (CC) to Residential Transition (R-3) | To allow an existing single-family development | No verbal or written opposition |

ORDINANCE NUMBER 235-2026-904

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 AN EXISTING DUPLEX SUBDIVISION FOR ALL OF HIDDEN MEADOWS SUBDIVISION SECTION 2, CAMERON COUNTY, TEXAS, LOCATED AT HIDDEN MEADOWS BOULEVARD, 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 Residential Single-Family (R-1) to Residential Suburban (R-2) to allow an existing duplex subdivision for all of Hidden Meadows Subdivision Section 2, Cameron County, Texas, located at Hidden Meadows Boulevard, 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 **August 18, 2026**. Passed at First Reading on **August 18, 2026**. PASSED at Second and Final Reading and ADOPTED, APPROVED, and ENACTED on **September 1, 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:** City Initiated
**Property Address:** Hidden Meadows Blvd
**Application Type:** Rezone
**Current Zoning:** Residential Single-Family (R-1)
**Application Date:** July 6, 2026
**CC Meeting Dates:** 1st – August 18, 2026 / 2nd September 1, 2026
**Overlay(s):** None
**No. of Mail-outs:** 126

**Geo ID:** 75-5310-0040-0010-00
**Case No.:** 235-2026-904
**Proposed Use:** Existing Duplex Subdivision
**Proposed Zoning:** Residential Suburban (R-2)
**P&Z Date:** August 6, 2026
**Electoral District:** 4
**Annexation Year:** 1991
**Opposition:** No Verbal or Written Opposition

## PROPERTY DETAILS

**Legal Description:** All of Hidden Meadows Subdivision Section 2, Cameron County, Texas, located at Hidden Meadows Boulevard, Brownsville, Texas 78520.
**Roadway Frontage:** The subject property is fronting Hidden Meadows Boulevard, a local street.
**Predominant Land Use:** The predominant land use within the area is largely duplex and single family residential.

## ABUTTING LAND USES (*SEE ATTACHED AERIAL VIEW MAP)*

**North:** Duplex, Single Family Residential, Undeveloped Land
**East:** Duplex**,** Single Family Residential, Undeveloped Land
**South:** Duplex, Single Family Residential
**West:** Duplex, Singel Family Residential

## EXISTING ZONING DESIGNATIONS (*SEE ATTACHED ZONING MAP)*

**North:** Residential Estate (RE), Residential Single Family (R-1), Residential Transition (R-3)
**East:** Residential Single Family (R-1), Regional Center (RC)
**South:** Residential Single Family (R-1)
**West:** Residential Single Family (R-1)

## FUTURE LAND USE PLAN (*SEE ATTACHED FUTURE LAND USE MAP)*

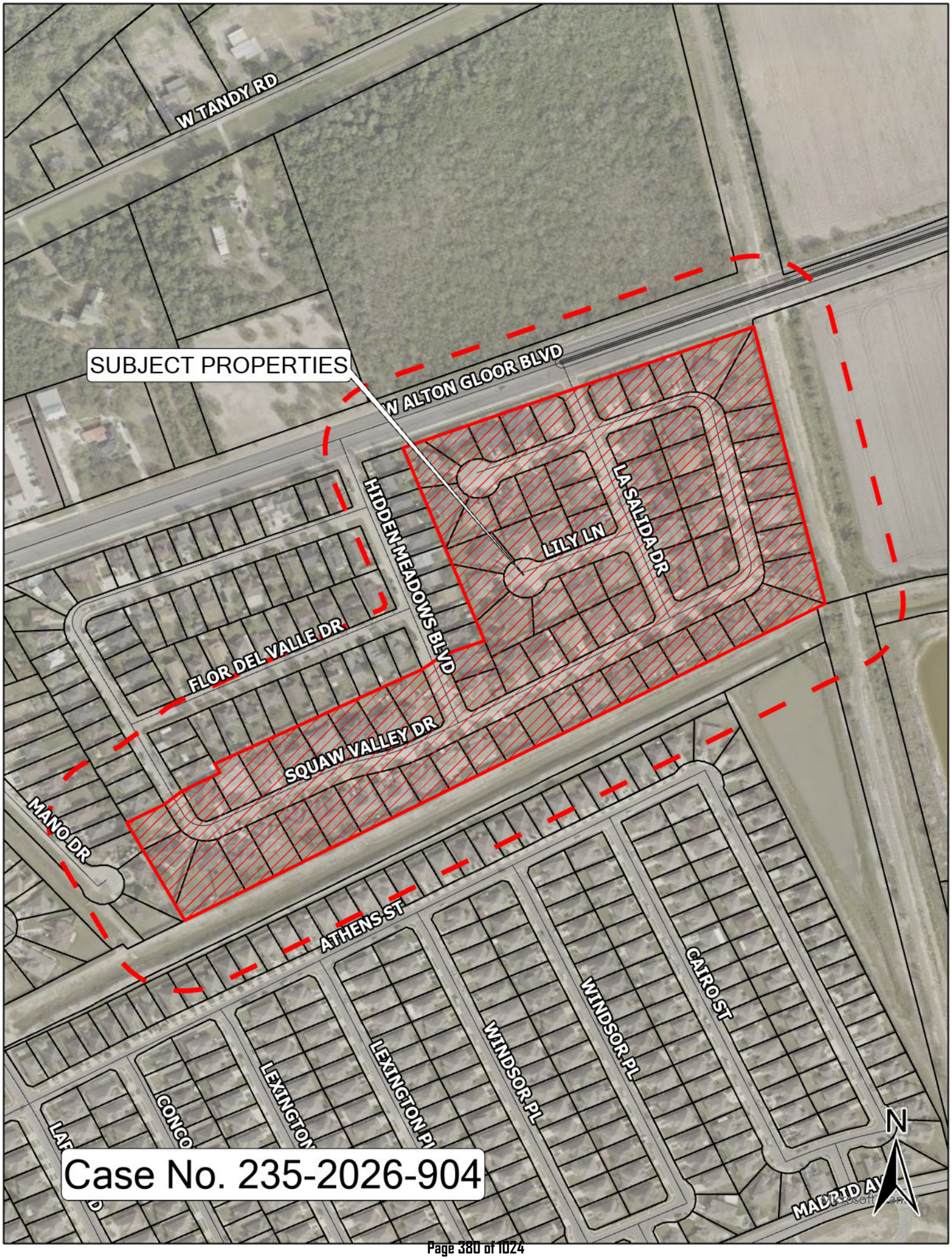
The Future Land Use Plan shows this area predominantly within the Town Corridor and Sub Regional Node. Town Corridors are primarily residential with small clusters of commercial land uses such as office and retail uses to serve local residents. It is the opinion of staff that the request is consistent 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. This zoning district change (R-2) is a correction to the currently assigned zoning district (R-1) to allow for the legal continuation of existing duplex uses and for proposals of new and compatible duplex uses within vacant lots of the established subdivision.

## 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.


SUBJECT PROPERTIES
W TANDY RD
W ALTON GLOOR BLVD
HIDDEN MEADOWS BLVD
LILY LN
LA SALIDA DR
FLOR DEL VALLE DR
SQUAW VALLEY DR
MANO DR
ATHENS ST
LEXINGTON
LEXINGTON PL
WINDSOR PL
WINDSOR PL
CAIRO ST
MADRID AV
N
Case No. 235-2026-904

# 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

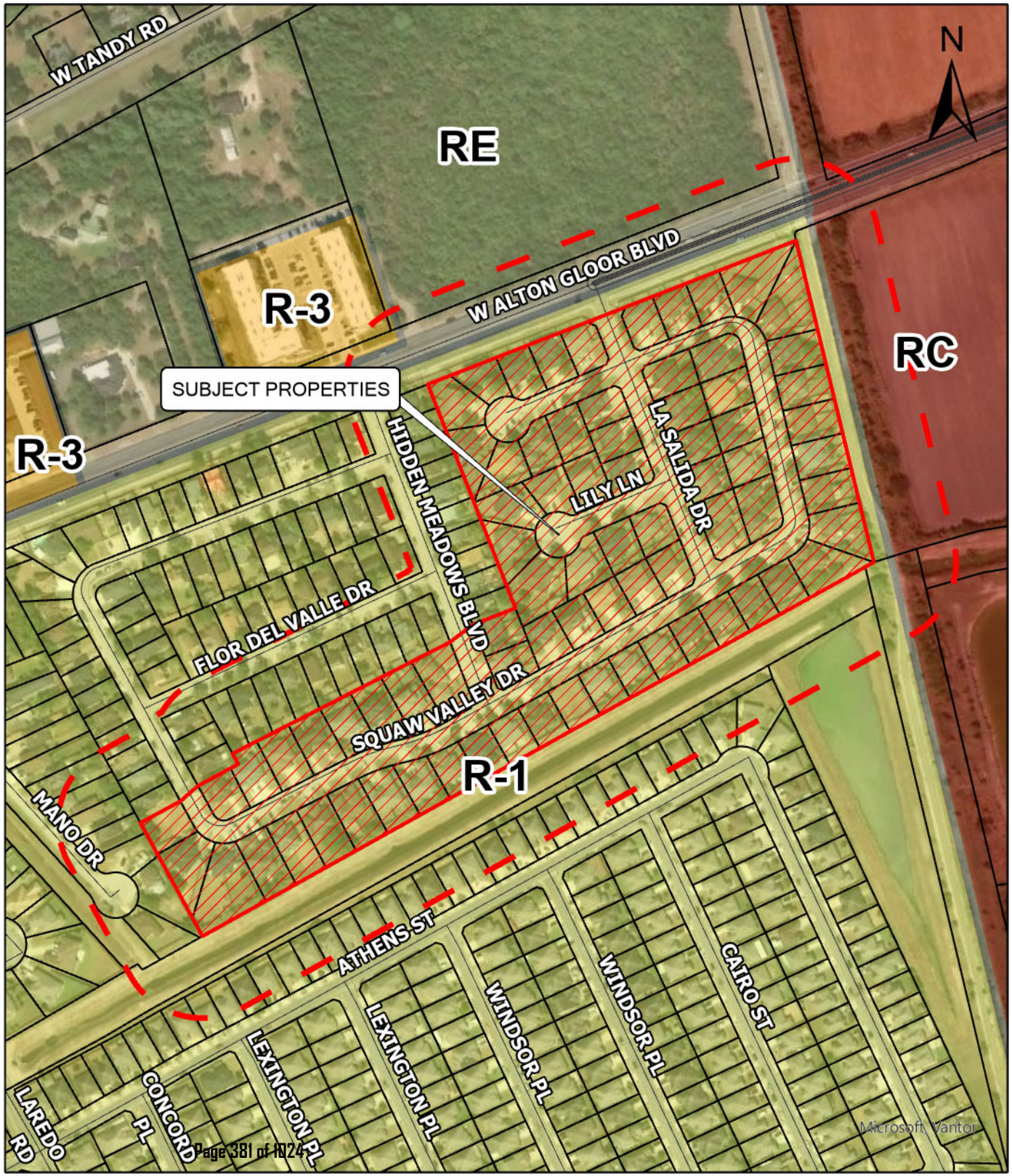
## EXHIBIT "A"

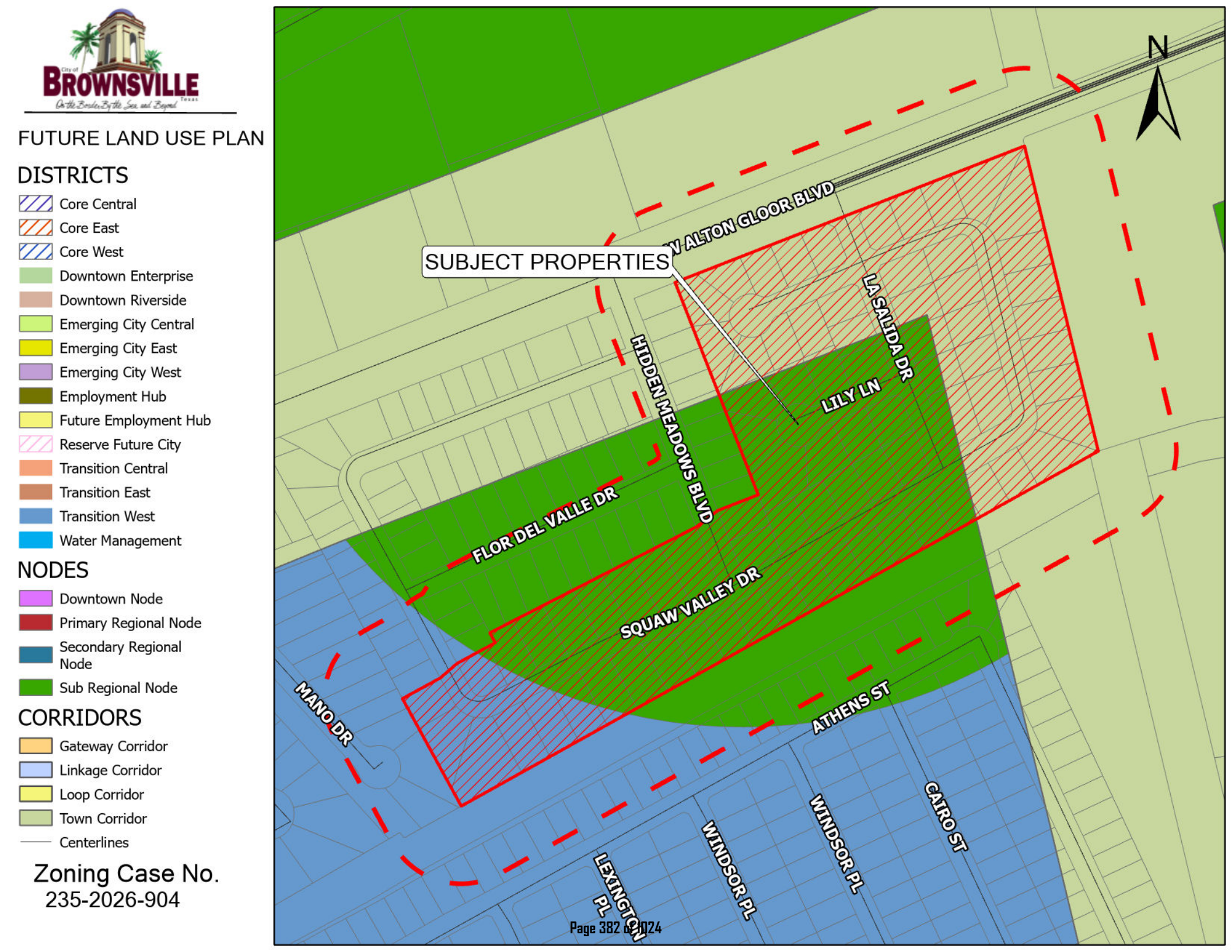
Address:
Hidden Meadows Sec. 2,
Brownsville, Texas, 78520

Proposed Zoning:
Residential Suburban, R-2

Current Zoning:
Residential Single Family, R-1

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.
235-2026-904
SUBJECT PROPERTIES
N
V ALTON GLOOR BLVD
LA SALIDA DR
LILY LN
HIDDEN MEADOWS BLVD
FLOR DEL VALLE DR
SQUAW VALLEY DR
MANO DR
ATHENS ST
LEXINGTON PL
WINDSOR PL
WINDSOR PL
CAIRO ST

| | |
|---|---|
| To: | Mayor and City Commission |
| Through: | Alan Guard, Interim City Manager |
| From: | Martin Vega, Assistant Director of Land Development Services |
| Date: | Tuesday, August 18, 2026 |
| Agenda #: | Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 235-2026-905**, to rezone from Commercial Corridor (CC) to Residential Transition (R-3) to allow an existing single-family development for an approximate 2.09 acres out of Lots 1, 2, 5, 6, 7, and 8, Block 40, out of Share 28 of the Brownell Tract, coming from a portion of El Jardin Subdivison, located at Lester Drive, Brownsville, Texas 78521, as shown in Exhibit "A". (District 2) (Planning & Redevelopment Department) |

## Summary:

This is a City Initiated Case to change the zoning designation for an approximate 2.09 acres out of Lots 1, 2, 5, 6, 7, and 8, Block 40, out of Share 28 of the Brownell Tract, coming from a portion of El Jardin Subdivison, located at Lester Drive, Brownsville, Texas 78521. The proposed zoning reclassification will amend the Zoning Map from Commercial Corridor (CC) to Residential Transition (R-3).
The predominant land use in the surrounding area is commercial business. Additional uses, such as single-family residences, multi-family development, and industrial development, are also present within the vicinity.

The property is located within the Linkage Corridor. The proposed use/zoning designation is consistent with the Future Land Use Map.

The proposed zoning change is intended as a housekeeping measure to correct a discrepancy between the existing development pattern and the adopted zoning map.

## Project Scope and Analysis:

For context, the subject 2.09-acre tract was partitioned over time into 11 parcels. It is important to note that these parcels were created without completing the formal subdivision process and, therefore, are not recognized as legal lots of record.

At present, single-family residences have been developed on nine of the 11 parcels, while two parcels remain vacant. Staff identified a discrepancy between the existing zoning designation and the established development pattern following a recent permit application to construct a single-family residence on one of the vacant parcels.

The proposed zoning change from CC to R-3 would bring the existing single-family residential uses into conformity with the zoning regulations and would allow the remaining vacant parcels to develop in a manner consistent with the established residential character of the area.

The R-3 zoning district was identified as the most appropriate designation because it is compatible with surrounding residential zoning and development patterns. Applying the R-3 designation would also promote a logical and contiguous zoning pattern and avoid the creation of an isolated zoning district, or spot zoning.

## 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 August 6, 2026. The Planning and Zoning Commission approves this rezoning from Commercial Corridor (CC) to Residential Transition (R-3).

## Commission Pillar:

Planning & Zoning

## Attachments:

1. First Reading Zoning Case 8182026
2. Case 235-2026-905 Binder

*Planning and Redevelopment Department*
**Zoning Division**
1034 E. Levee St. 2nd Floor
Brownsville, TX 78520
(956) 548-6150

# First Reading Zoning Cases

## CITY COMMISSION HEARING DATE: AUGUST 18, 2026

| *Case Number* | *Electoral District* | *Application Type* | *Property Address* | *Applicant/ Representative Name* | *Zoning Change* | *Reason for Request* | *Opposition* |
|---|---|---|---|---|---|---|---|
| **235-2026-012** | 4 | Rezone | Vasquez Ranch Road | Wendy Rodríguez/ Melden & Hunt | To rezone from Residential Single-Family (R-1) to Residential Transition (R-3) | To allow a townhome development | No verbal or written opposition |
| **235-2026-018** | 4 | Rezone | Summerhill Boulevard | J&R Engineering LLC & CS Construction & Development | To rezone from Agriculture (AG) to Residential Single-Family (R-1) | To allow a single-family residential development | No verbal or written opposition |
| **235-2026-903-S** | 3 | Specific Use Permit (SUP) | 9935 Naranjo Road | Juan Ramos | To request a Specific Use Permit (SUP) in Commercial Corridor (CC) | To allow a commercial plaza with reduced setbacks | No verbal or written opposition |
| **235-2026-904** | 4 | Rezone | Hidden Meadows Boulevard | City Initiated | To rezone from Residential Single-Family (R-1) to Residential Suburban (R-2) | To allow an existing duplex subdivision | No verbal or written opposition |
| **235-2026-905** | 2 | Rezone | Lester Drive | City Initiated | To rezone from Commercial Corridor (CC) to Residential Transition (R-3) | To allow an existing single-family development | No verbal or written opposition |

ORDINANCE NUMBER 235-2026-905

AN ORDINANCE AMENDING THE "CITY ZONING ORDINANCE" BY AMENDING THE OFFICIAL ZONING ATLAS TO REZONE FROM COMMERCIAL CORRIDOR (CC) TO RESIDENTIAL TRANSITION (R-3) TO ALLOW AN EXISTING SINGLE-FAMILY DEVELOPMENT FOR AN APPROXIMATE 2.09 ACRES OUT OF LOTS 1, 2, 5, 6, 7, AND 8, BLOCK 40, OUT OF SHARE 28 OF THE BROWNELL TRACT, COMING FROM A PORTION OF EL JARDIN SUBDIVISION, LOCATED AT LESTER DRIVE, 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 Commercial Corridor (CC) to Residential Transition (R-3) to allow an existing single-family development for an approximate 2.09 acres out of Lots 1, 2, 5, 6, 7, and 8, Block 40, out of Share 28 of the Brownell Tract, coming from a portion of El Jardin Subdivision, located at Lester Drive, 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 **August 18, 2026**. Passed at First Reading on **August 18, 2026**. PASSED at Second and Final Reading and ADOPTED, APPROVED, and ENACTED on **September 1, 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:** City Initiated
**Property Address:** Lester Drive
**Application Type:** Rezone
**Current Zoning:** Commercial Corridor (CC)
**Application Date:** July 6, 2026
**CC Meeting Dates:** 1st – August 18, 2026 / 2nd September 1, 2026
**Overlay(s):** None
**No. of Mail-outs:** 23

**Geo ID:** 73-8670-0400-0010-00
**Case No.:** 235-2026-905
**Proposed Use:** Existing Single Family Development
**Proposed Zoning:** Residential Transition (R-3)
**P&Z Date:** August 6, 2026
**Electoral District:** 2
**Annexation Year:** 1991
**Opposition:** No Verbal or Written Opposition

## PROPERTY DETAILS

**Legal Description:** Approximately 2.09 acres out of Lots 1, 2, 5, 6, 7, and 8, Block 40, out of Share 28 of the Brownell Tract, coming from a portion of El Jardin Subdivision, located at Lester Drive, Brownsville, Texas 78521.
**Roadway Frontage:** The subject property is fronting Lester Drive, a Local Street.
**Predominant Land Use:** The predominant land use within the area is a mix of commercial, industrial, and single and multifamily residential.

## ABUTTING LAND USES (*SEE ATTACHED AERIAL VIEW MAP)*

**North:** Industrial
**East:** Industrial
**South:** Industrial, Multifamily, Single Family Residential
**West:** Commercial, Multifamily, Industrial

## EXISTING ZONING DESIGNATIONS (*SEE ATTACHED ZONING MAP)*

**North:** Light Industrial (LI)
**East:** Light Industrial (LI)
**South:** Light Industrial, Residential Transition (R-3)
**West:** Corridor Commercial (CC), Residential Transition (R-3), Light Industrial (LI)

## FUTURE LAND USE PLAN (*SEE ATTACHED FUTURE LAND USE MAP)*

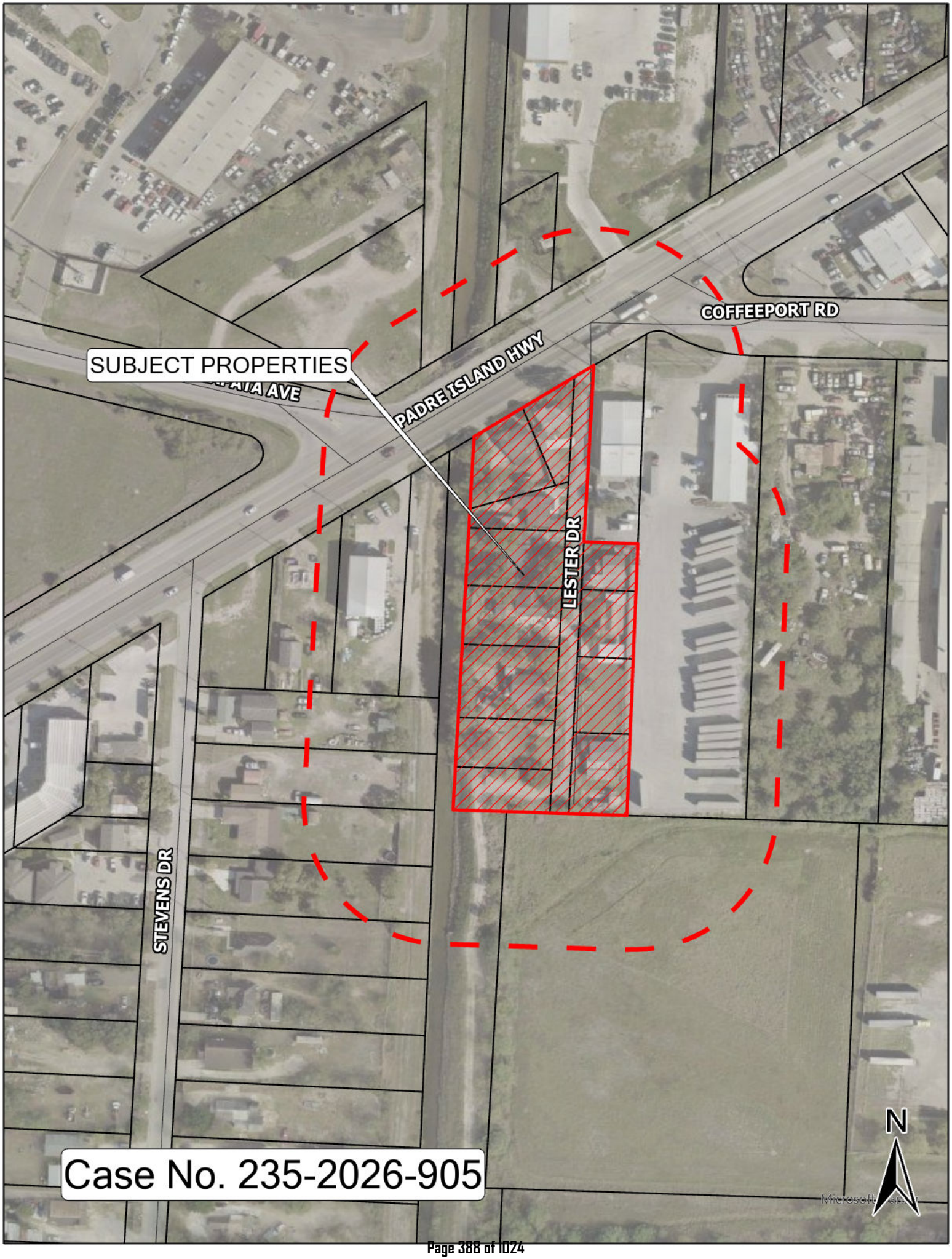
The City of Brownsville Future Land Use Plan indicates that the subject land is located within the Linkage Corridor. Land uses in the Linkage Corridor are primarily commercial, which should have a regional focus. Uses can include medical offices, auditoriums, and sports facilities. Residential uses should 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. 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. This zoning district change (R-3) is a correction to the currently assigned zoning district (CC) to allow for the legal continuation of existing single family uses and for proposals of new and compatible uses within vacant lots of the established area.

## 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 Transition (R-3) District.


SUBJECT PROPERTIES
PADRE ISLAND HWY
COFFEEPORT RD
LESTER DR
STEVENS DR
N
Case No. 235-2026-905

# 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

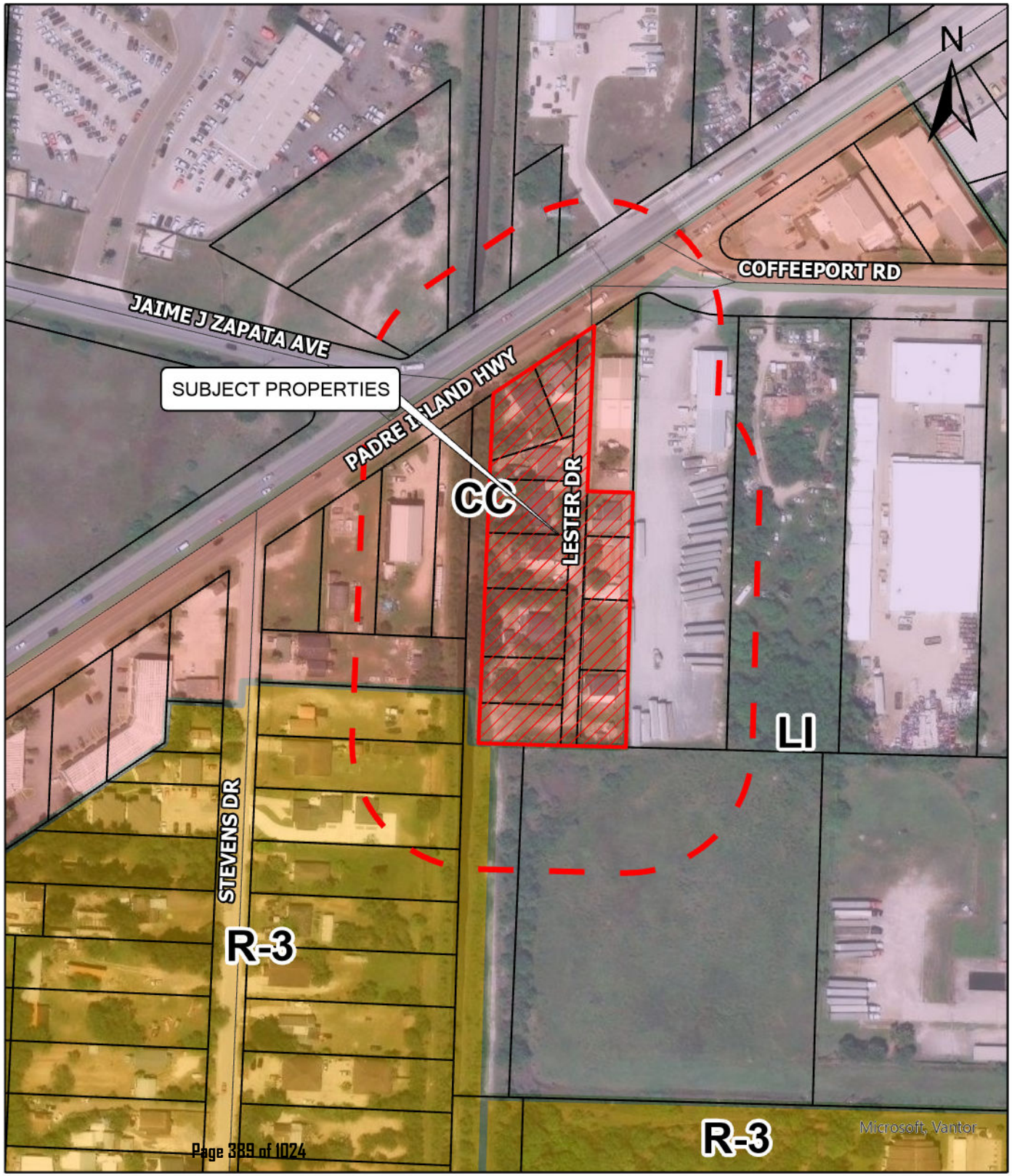
## EXHIBIT "A"

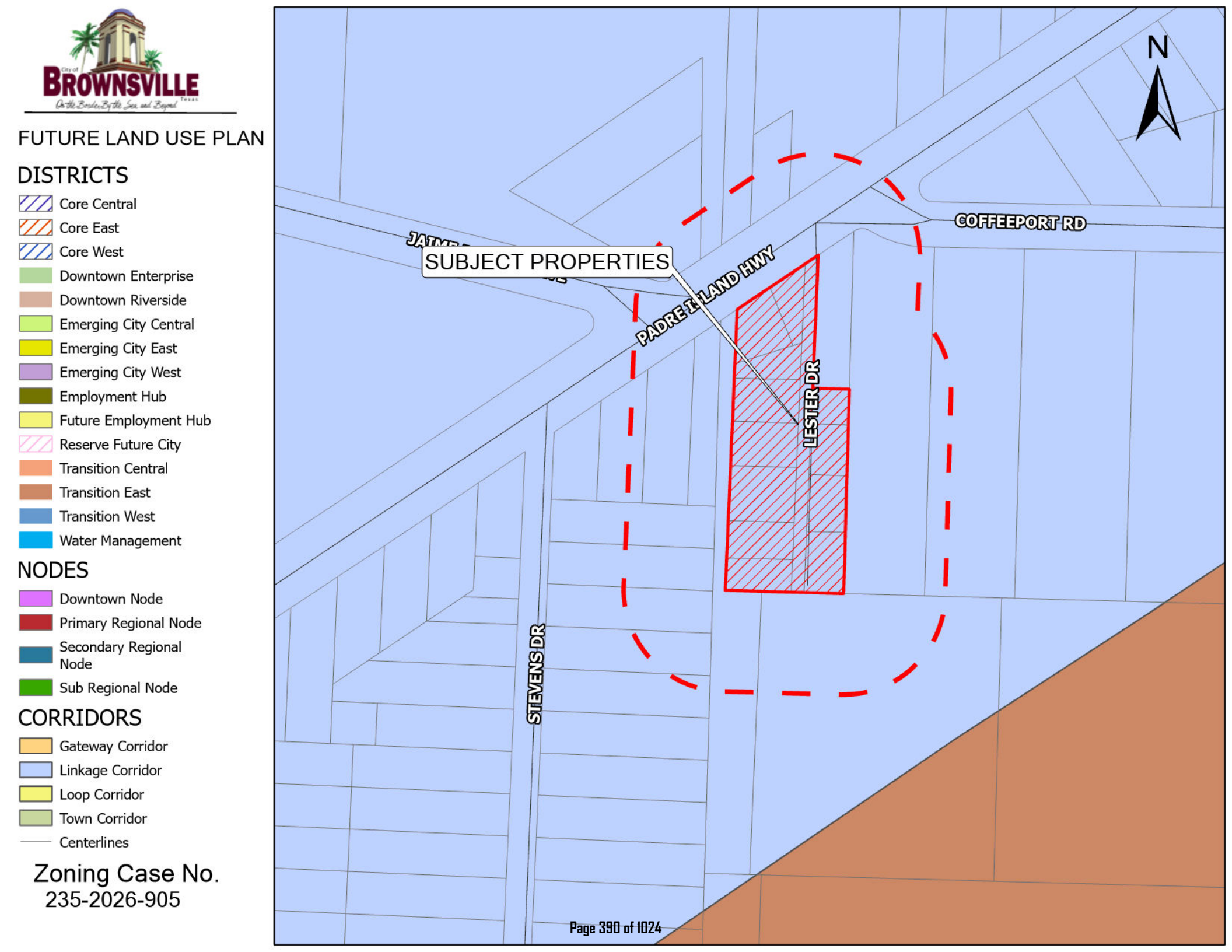
Address:
Lester Drive,
Brownsville, Texas, 78521

Proposed Zoning:
Residential Transition, R-3

Current Zoning:
Commercial Corridor, CC

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.
235-2026-905
SUBJECT PROPERTIES
PADRE ISLAND HWY
COFFEEPORT RD
LESTER DR
STEVENS DR
N

| | |
|---|---|
| To: | Mayor and City Commission |
| Through: | Alan Guard, Interim City Manager |
| From: | Martin Vega, Assistant Director of Land Development Services |
| Date: | Tuesday, August 18, 2026 |
| Agenda #: | Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 235-2026-012**, to rezone from Residential Single-Family (R-1) to Residential Transition (R-3) to allow a townhome development for 3.205 acres out of Share 4, Espiritu Santo Grant, Cameron County, Texas, located at Vasquez Ranch Road, Brownsville Texas 78520, as shown in Exhibit "A". (District 4) (Planning & Redevelopment Department) |

## Summary:

Property owner, Spaceland Investments, LLC., proposes to change the Zoning Designation for 3.205 acres out of Share 4, Espiritu Santo Grant, Cameron County, Texas, located at Vasquez Ranch Road, Brownsville Texas 78520. The applicant requests to rezone the subject property from Residential Single-Family (R-1) to Residential Transition (R-3) to allow a townhome development.

The predominant land use in the surrounding area is undeveloped land. Additional uses, such as agricultural use and single-family residences, are also present within the vicinity.

The property is located within the Loop Corridor. The proposed use/zoning designation is consistent with the Future Land Use Map.

## Project Scope and Analysis:

For context, the 3.205 acres subject to this rezoning request are part of a larger residential development known as Riverwoods Estates. The overall development, which is currently under review through the municipal platting process, consists of approximately 30.13 acres and was originally proposed to be subdivided into 133 single-family residential lots averaging approximately 5,000 square feet in area.

More recently, the developer revised the proposed development plan for the westernmost 3.205 acres of Riverwoods Estates, which abut and front Vasquez Ranch Road and comprise the area subject to this rezoning petition. Under the original development concept, this approximately 1,400-foot-long strip of land was proposed to contain 25 single-family residential lots averaging approximately 5,000 square feet. The developer is now proposing townhome lots averaging approximately 2,500 square feet, which would effectively double the number of residential lots, and potentially the number of individual driveways, fronting Vasquez Ranch Road.

Staff had previously advised the developer that direct driveway access for 25 individual residential lots along Vasquez Ranch Road would not be appropriate. As identified in the adopted Thoroughfare Plan, Vasquez Ranch Road is designated as a Rural

Collector and is intended to ultimately accommodate a 100-foot-wide right-of-way, extend northward to connect with West Alton Gloor Boulevard, carry greater traffic volumes, and accommodate higher operating speeds.

Consistent with accepted access-management practices and the requirements of the adopted Unified Development Code, continuous or closely spaced individual residential driveways are not permitted along Collector and Arterial roadways. Limiting direct driveway access along these roadways is intended to reduce vehicle conflict points, minimize repeated slowing and turning movements within the travel lanes, preserve roadway capacity, and reduce the potential for traffic-related accidents.

The applicant's revised proposal would increase the number of lots fronting Vasquez Ranch Road and, if each lot were provided with independent driveway access, would further increase the number of vehicle conflict points along the roadway. Staff therefore determined that additional access-management measures would be necessary to address potential long-term traffic safety concerns.

To provide the developer with an alternative that would allow the proposed townhome development to proceed while addressing these concerns, staff recommended two modifications to the rezoning request. First, staff recommended Residential Suburban (R-2) zoning in lieu of the requested Residential Transition (R-3) designation. The R-2 district would accommodate the proposed townhome use while representing a less intensive zoning designation than R-3, which also permits multifamily residential development by right.

Second, staff recommended that the zoning change be accompanied by a conditioned Planned Development District incorporating the following development standards:

• Prohibit individual lot access along the frontage of Vasquez Ranch Road, which is designated as a Rural Collector and requires an ultimate right-of-way width of 100 feet.

• Require the installation of a two-way cross-access easement or internal slip street with a minimum width of 30 feet within the proposed townhome development. Access to Vasquez Ranch Road would be limited to two consolidated access points, with one generally located near each end of the development. On-street parking along the cross-access easement or slip street would be prohibited in order to maintain adequate circulation for residents and emergency-response vehicles.

Staff met with the developer and presented these recommendations as an alternative that would allow the proposed townhome development to move forward while maintaining appropriate access management and addressing potential traffic-safety concerns along Vasquez Ranch Road.

Following those discussions, the developer submitted written correspondence indicating disagreement with staff's recommendations and requesting that the original petition proceed as submitted. Specifically, the applicant wishes to rezone the 3.205-acre tract to Residential Transition (R-3) without incorporating the access-management measures recommended by staff and without reducing the number of proposed driveways along Vasquez Ranch Road.

Because the request, as submitted, does not adequately address staff's access-management and traffic-safety concerns associated with increased residential driveway access along a designated Rural Collector, staff informed the applicant that the recommendation presented to the Planning and Zoning Commission would be a denial of the requested rezoning.

## 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 August 6, 2026. After listening to the findings of the Planning staff, the Planning and Zoning Commission decided to make a motion to deny the applicant's request to rezone to Residential Suburban (R-3) and move forward with staff's recommendation to rezone from Agriculture (AG) to Residential Suburban (R-2) tied to a conditioned Planned Development District subject to the design parameters mentioned above.

**Commission Pillar:**
Planning & Zoning

**Attachments:**
1. Case 235-2026-012 Binder
2. First Reading Zoning Case 8182026

ORDINANCE NUMBER 235-2026-0012

AN ORDINANCE AMENDING THE "CITY ZONING ORDINANCE" BY AMENDING THE OFFICIAL ZONING ATLAS TO REZONE FROM RESIDENTIAL SINGLE-FAMILY (R-1) TO RESIDENTIAL TRANSITION (R-3) TO ALLOW A TOWNHOME DEVELOPMENT FOR 3.205 ACRES OUT OF SHARE 4, ESPIRITU SANTO GRANT, CAMERON COUNTY, TEXAS, LOCATED AT VASQUEZ RANCH 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 Residential Single-Family (R-1) to Residential Transition (R-3) to allow a townhome development for 3.205 acres out of Share 4, Espiritu Santo Grant, Cameron County, Texas, located at Vasquez Ranch 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 **August 18, 2026**. Passed at First Reading on **August 18, 2026**. PASSED at Second and Final Reading and ADOPTED, APPROVED, and ENACTED on **September 1, 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:** Wendy Rodriguez
**Property Address:** Vasquez Ranch Road / U.S. 281 (Military Hwy)
**Application Type:** Rezone
**Current Zoning:** Residential Single-Family (R-1)
**Application Date:** May 6, 2026
**CC Meeting Dates:** 1st – August 18, 2026 / 2nd - September 1, 2026
**Overlay(s):** None
**No. of Mail-outs:** 21 Total

**Geo ID:** 79-0400-0040-0301-00
**Case No.:** 235-2026-012
**Proposed Use:** Townhomes
**Proposed Zoning:** Residential Transition (R-3)
**P&Z Date:** June 4, 2026
**Electoral District:** 4
**Annexation Year:** 1999
**Opposition:** No Verbal or Written Opposition

## PROPERTY DETAILS

**Legal Description:** 3.205 acres out of Share 4, Espiritu Santo Grant, Cameron County, Texas, located at Vasquez Ranch Road, Brownsville, Texas 78520.
**Roadway Frontage:** The subject property is fronting Vasquez Ranch Road, a Collector.
**Predominant Land Use:** The predominant land use within the area is largely undeveloped land, with scattered single family residential and commercial uses.

## ABUTTING LAND USES (*SEE ATTACHED AERIAL VIEW MAP)*

**North:** Undeveloped Land, Extra Territorial Jurisdiction (ETJ)
**East:** Undeveloped Land
**South:** Undeveloped Land, Agricultural Use
**West:** Undeveloped Land

## EXISTING ZONING DESIGNATIONS (*SEE ATTACHED ZONING MAP)*

**North:** Extra Territorial Jurisdiction (ETJ), Agricultural (AG)
**East:** Residential Transition (R-1), Agricultural (AG)
**South:** Residential Single Family (R-1)
**West:** Residential-Single Family (R-1)

## FUTURE LAND USE PLAN (*SEE ATTACHED FUTURE LAND USE MAP)*

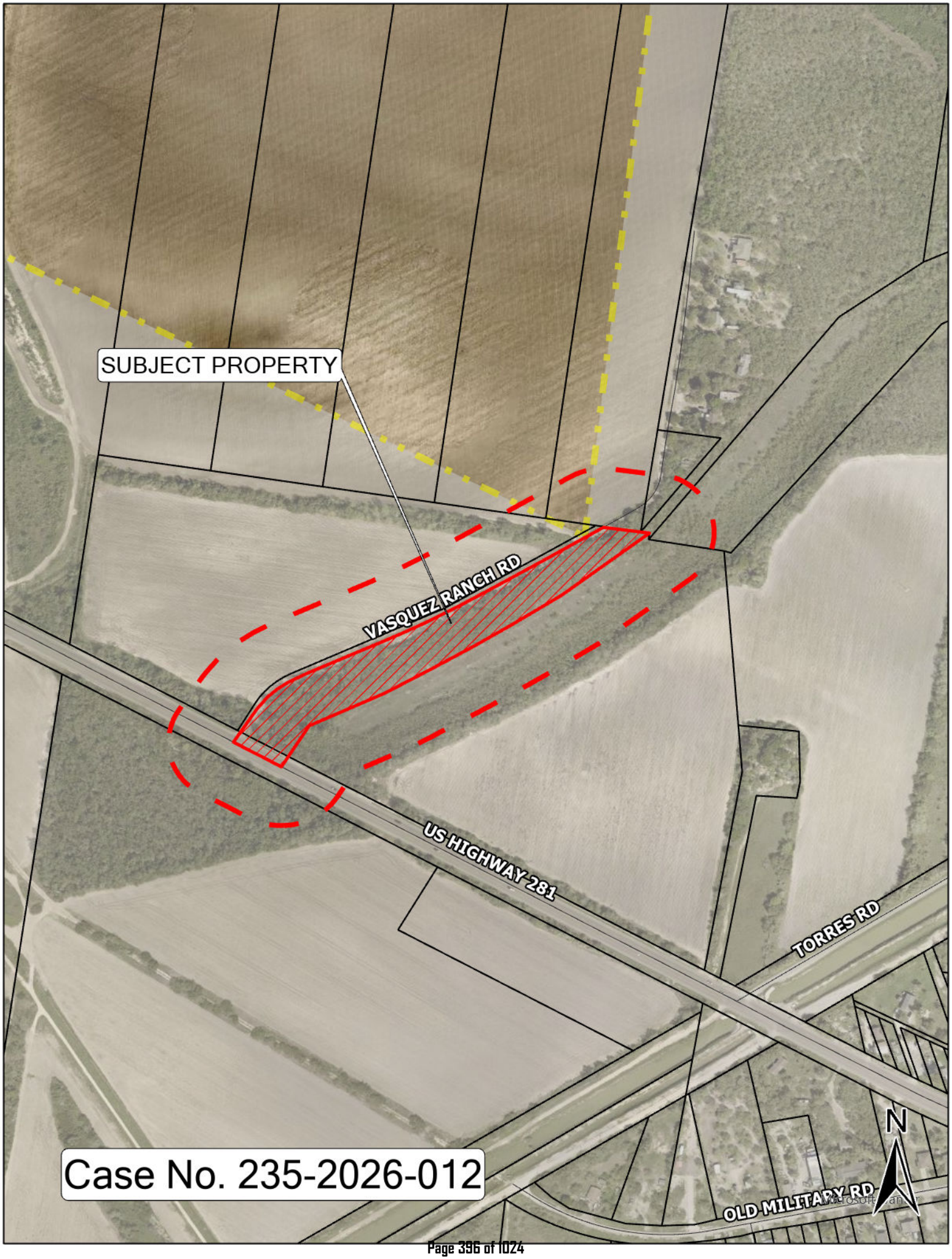
The City of Brownsville Future Land Use Plan indicates that the subject land is located within the Loop Corridor. Commercial uses are dominant but should include a healthy mixture of residential, institutional, industrial and community facility land uses. Residential land uses should be primarily single-family and attached apartment houses with an average density of 4 dwelling units per acre. 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. Staff is recommending a Planned Development District with the following conditions: the installation of a 30-foot slip street, also referred to as an interior access drive, within the development to facilitate internal traffic circulation. The slip street should provide a shared ingress point at the beginning of the development's frontage and a shared egress point at the terminus of the development's frontage.

## STAFF RECOMMENDATION

Based upon the analysis presented in this report and observations from the Planning & Redevelopment Department, staff recommends denial of the zoning change request from Residential Single Family (R-1) District to Residential Transition (R-3) District. Alternatively, staff recommends approval of a zoning change to Residential Suburban (R-2) District with a Planned Development District (PDD) to allow for townhome developments conditioned with specific requirements that would address access management of collector roadways (Vazquez Ranch Road).


SUBJECT PROPERTY
VASQUEZ RANCH RD
US HIGHWAY 281
TORRES RD
OLD MILITARY RD
N
Case No. 235-2026-012

# 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

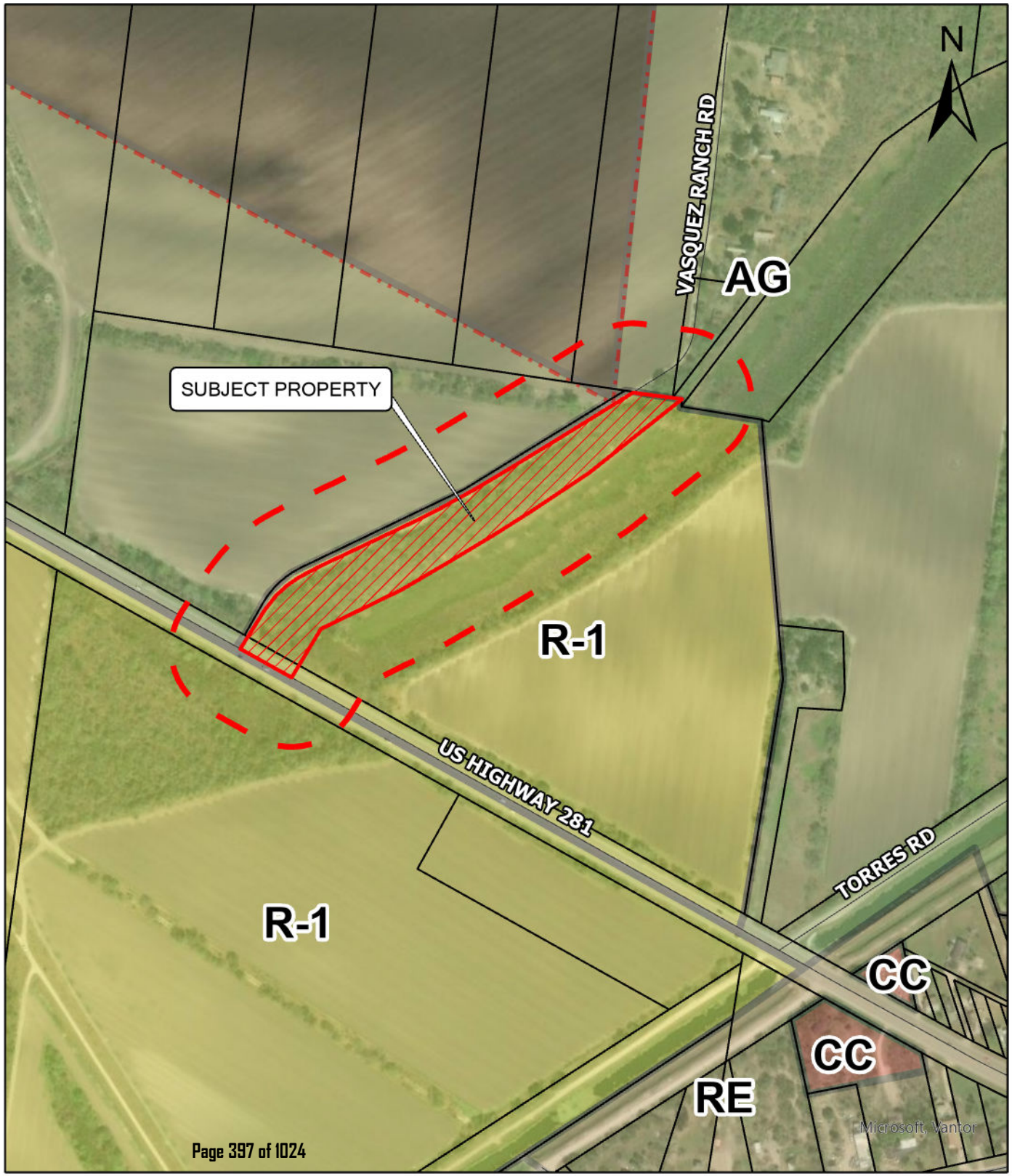
## EXHIBIT "A"

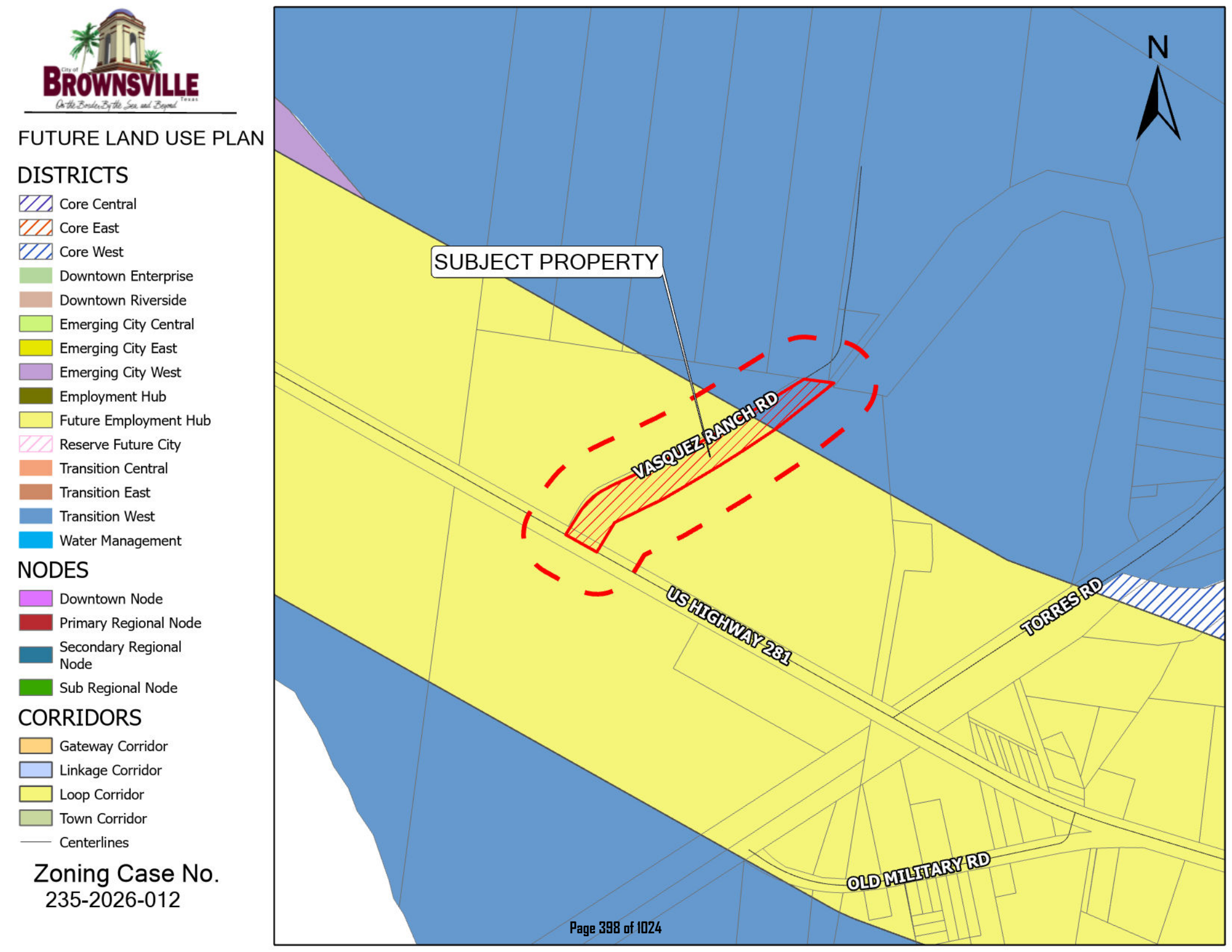
Address:
3500 Us Highway 281,
Brownsville, Texas, 78520

Proposed Zoning:
Residential Transition, R-3

Current Zoning:
Residential Single Family, R-1

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.
235-2026-012
SUBJECT PROPERTY
VASQUEZ RANCH RD
US HIGHWAY 281
TORRES RD
OLD MILITARY RD
N

*Planning and Redevelopment Department*
**Zoning Division**
1034 E. Levee St. 2nd Floor
Brownsville, TX 78520
(956) 548-6150

# First Reading Zoning Cases

## CITY COMMISSION HEARING DATE: AUGUST 18, 2026

| *Case Number* | *Electoral District* | *Application Type* | *Property Address* | *Applicant/ Representative Name* | *Zoning Change* | *Reason for Request* | *Opposition* |
|---|---|---|---|---|---|---|---|
| **235-2026-012** | 4 | Rezone | Vasquez Ranch Road | Wendy Rodríguez/ Melden & Hunt | To rezone from Residential Single-Family (R-1) to Residential Transition (R-3) | To allow a townhome development | No verbal or written opposition |
| **235-2026-018** | 4 | Rezone | Summerhill Boulevard | J&R Engineering LLC & CS Construction & Development | To rezone from Agriculture (AG) to Residential Single-Family (R-1) | To allow a single-family residential development | No verbal or written opposition |
| **235-2026-903-S** | 3 | Specific Use Permit (SUP) | 9935 Naranjo Road | Juan Ramos | To request a Specific Use Permit (SUP) in Commercial Corridor (CC) | To allow a commercial plaza with reduced setbacks | No verbal or written opposition |
| **235-2026-904** | 4 | Rezone | Hidden Meadows Boulevard | City Initiated | To rezone from Residential Single-Family (R-1) to Residential Suburban (R-2) | To allow an existing duplex subdivision | No verbal or written opposition |
| **235-2026-905** | 2 | Rezone | Lester Drive | City Initiated | To rezone from Commercial Corridor (CC) to Residential Transition (R-3) | To allow an existing single-family development | No verbal or written opposition |

| | |
|---|---|
| To: | Mayor and City Commission |
| Through: | Alan Guard, Interim City Manager |
| From: | Will Trevino, City Attorney |
| Date: | Tuesday, August 18, 2026 |
| Agenda #: | Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 2026-1818,** making findings related to the Madeira Espiritu Santo Public Improvement District Number One, including: advisability of the special supplemental services, the estimated operation and maintenance costs, boundaries of the district, method of assessment, and apportionment of costs between the City of Brownsville and the District; updating the Service and Assessment Plan (SAP) that established the Madeira Espiritu Santo PID Number One; levying the assessments; and, also providing official notice of the PID's updated SAP to the Cameron County Clerk as required by Chapter 372, Texas Local Government Code. (Planning & Redevelopment Department/Office of the City Attorney/City Manager's Office) (Public Hearing Tabled from August 4, 2026 Commission Meeting) |

**Summary:**

**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:**

1. OM Assess_Levy Ordinance vF 08.18.2026
2. 2026-07-27_BVL_Madeira_O&M_PSAP_v1.3

**CITY OF BROWNSVILLE, TEXAS**
**ORDINANCE NO. 2026-1818**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, RELATED TO THE MADEIRA ESPIRITU SANTO PUBLIC IMPROVEMENT DISTRICT NUMBER ONE; ACCEPTING AND APPROVING AN UPDATE TO THE MADEIRA ESPIRITU SANTO PUBLIC IMPROVEMENT DISTRICT NUMBER ONE (PID) OPERATIONS AND MAINTENANCE SERVICE AND ASSESSMENT PLAN; ACCEPTING AND APPROVING THE UPDATED ASSESSMENT ROLL FOR THE PID; MAKING A FINDING OF SPECIAL BENEFIT TO PROPERTY WITHIN THE PID; LEVYING SPECIAL ASSESSMENTS AGAINST SUCH PROPERTY AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE ASSESSMENTS LEVIED AGAINST THE PID ASSESSED PROPERTY; PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS; AND, ALSO PROVIDING OFFICIAL NOTICE OF THE PID'S UPDATED SAP TO THE CAMERON COUNTY CLERK IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; MAKING LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the City of Brownsville, Texas (the "City"), is authorized under Chapter 372 of the Texas Local Government Code, as amended (the "Act"), to create a public improvement district within the corporate limits and the extraterritorial jurisdiction of the City ("the ETJ"); and

**WHEREAS**, on June 17, 2025, the City Commission of the City (the "City Commission") conducted a public hearing to consider a petition received by the City requesting the creation of a public improvement district now located within the corporate boundaries of the City; and

**WHEREAS**, on June 17, 2025, following the public hearing, the City Commission adopted Resolution No. 2025-069 (the "Authorization Resolution"), authorizing, establishing, and creating the Madeira Espiritu Santo Public Improvement District Number One (the "District"); and

**WHEREAS**, on July 15, 2025, the City Commission adopted and approved Resolution No. 2025-070 accepting the Madeira Espiritu Santo Public Improvement District Number One Preliminary Operations and Maintenance Service and Assessment Plan (the "Preliminary O&M SAP"), directing that the Preliminary O&M SAP be filed with the City Secretary and made available for public inspection, calling for a public hearing on August 5, 2025, (the "Assessment Hearing") to consider the levy of assessments against assessable property within the District (the "Assessed Property") to pay the costs of supplemental services including (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, 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 "Supplemental Services"), as further described in the Preliminary O&M SAP, and authorizing and directing the City Secretary to mail, publish, and otherwise provide notices of the Assessment Hearing as required by the PID Act; and

**WHEREAS**, on July 21, 2026, the City Commission adopted Resolution No. 2026-103 authorizing and calling a public hearing to determine the adoption of an updated service and assessment plan and the levy of the assessment within the District (the "Updated O&M SAP"); and

**WHEREAS**, the Updated O&M SAP includes a service plan, assessment plan, and an assessment roll as required by the Act; and

**WHEREAS**, the City, at its sole cost, will maintain the Supplemental Services with proceeds from operation and maintenance assessments (the "O&M Assessment") levied against Assessed Property; and

**WHEREAS**, after mailing, publishing, and otherwise providing all notices of the Assessment Hearing as required by the Act, the City Commission began the public hearing on August 4, 2026, at the time and place and for the purposes set forth in the notices; and

**WHEREAS**, after all persons having an interest in the levy of O&M Assessment against the Assessed Property were given an opportunity to be heard in support of or in opposition to the O&M Assessment, the City Commission closed the Assessment Hearing on August 4, 2026; and

**WHEREAS**, the City Commission finds and determines that the Madeira Espiritu Santo Public Improvement District Number One Updated Operations and Maintenance Service and Assessment Plan, in a form substantially similar to the attached **Exhibit A** (the "Updated O&M SAP"), and which is incorporated herein for all purposes, should be approved and that the O&M Assessments should be levied as provided in this Ordinance and the Assessment Roll, attached as Exhibit D to the Updated O&M SAP (the "Assessment Roll"); and

**WHEREAS**, after the closing of the Assessment Hearing, and after considering the information, materials, evidence and testimony offered to the City Commission prior to and at the Assessment Hearing, the City Commission has determined that it promotes the interest of the City to adopt and approve this Ordinance.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, THAT:**

**SECTION 1.** The findings set forth above, together with the exhibits attached hereto, are incorporated into the body of this Ordinance as if fully set forth herein. Any capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Updated O&M SAP.

**SECTION 2.** The City Commission hereby accepts the Updated O&M SAP in substantially the form attached hereto as **Exhibit A** and is incorporated as part of this Ordinance for all purposes. The Updated O&M SAP shall be updated by the City Commission no less frequently than annually as required by the Act.

**SECTION 3.** Based on the Updated O&M SAP, the City Commission hereby levies an O&M Assessment upon each Assessed Property in the amounts set forth on the Assessment Roll.

**SECTION 4.** Each O&M Assessment against an Assessed Property, together with Annual Collection Costs, and reasonable attorney's fees, if incurred, constitutes a lien against the Assessed Property and is the personal liability of and charge against the owner of the Assessed Property regardless of whether the owner is named in this Ordinance.

**SECTION 5**. The O&M Assessment lien created against each Assessed Property is effective from the date of this Ordinance and constitutes covenants that shall run with the land. The special O&M Assessment lien may be enforced by the City, including foreclosure, in the same manner that an ad valorem tax lien is foreclosed. Any purchaser of an Assessed Property in foreclosure takes subject to the lien against the Assessed Property created by the O&M Assessment.

**SECTION 6**. The O&M Assessments against each Assessed Property as set forth in the Assessment Roll are due and payable not later than January 31, 2027 and will be delinquent February 1, 2027. Delinquent O&M Assessments shall incur interest, penalties, and attorney's fees in the same manner as delinquent ad valorem taxes.

**SECTION 7**. The City shall cause the O&M Assessments to be billed and collected at the same time and in the same manner as the ad valorem taxes, and immediately deposited into the District's "Operations and Maintenance Assessment Fund" to be held separate and apart from the other funds and accounts of the City. The Annual Installments collected each year from the levy of the O&M Assessments shall be deposited in the Operations and Maintenance Assessment Fund and shall be used in accordance with the provisions of the Updated O&M SAP.

**SECTION 8**. Based on materials and information prepared by City staff and qualified professional consultants, on testimony provided throughout the process of creating the District and levying the O&M Assessments including, but not limited to, testimony offered at the Assessment Hearing, the City Commission, acting in its discretionary, legislative capacity hereby finds and determines:

8.1 That the Assessed Property is specially benefitted by the Supplemental Services in an amount that meets or exceeds the O&M Assessments.

8.2 The O&M Assessments (i) are just and equitable; (ii) produces substantial equality, considering benefits received and the burdens imposed; (iii) results in equal shares of the cost of the services on property similarly benefited; and (iv) is authorized

by and has been levied in accordance with the Act, state law, and ordinances of the City.

8.3 That the O&M Assessments against the Assessed Property are in amounts required to pay the costs of the Supplemental Services.

**SECTION 9**. The City Commission may make supplemental assessments to correct omissions or mistakes related to the cost of the Supplemental Services and O&M Assessments if the City Commission determines that any O&M Assessment is excessive, in accordance with the provisions of the Act. The City Commission may also adjust the O&M Assessments downward following each annual update to the O&M SAP.

**SECTION 10**. P3Works, LLC, is hereby designated to serve, or until otherwise determined by the City Commission, as the Administrator of the Updated O&M SAP, as amended and supplemented from time to time, and of the O&M Assessments levied by this Ordinance. The Administrator shall perform the duties of the Administrator described in the Updated O&M SAP and in this Ordinance. The Administrator's fees, charges and expenses for provided such service shall constitute an Annual Collection Costs. The Cameron County Tax Assessor and Collector is hereby appointed and designated as the collector of the O&M Assessments and Annual Collection Costs.

**SECTION 11**. The City Secretary is directed to cause a copy of this Ordinance, including the Updated O&M SAP and the Assessment Roll, to be recorded in the real property records of Cameron County, Texas, not later than the seventh day after the date the City Commission adopts this Ordinance approving the Updated O&M SAP. The City Secretary is further directed to similarly file each Annual Service Plan Update approved by the City Commission, with each such filing to occur within seven days of the date each respective Annual Service Plan Update is approved.

**SECTION 12**. This Ordinance incorporates, by reference, all provisions of the Act. In the event of any conflict between this Ordinance and the Act, the Act shall control. To the extent not inconsistent with this Ordinance, and not inconsistent with the Act or the other laws governing public improvement districts, the provisions of the Texas Tax Code shall be applicable to the imposition and collection of the O&M Assessments by the City.

**SECTION 13**. If any section, article, paragraph, sentence, clause, phrase or word of this Ordinance, or application thereto any persons or circumstances, is held invalid by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and the City Commission hereby declares it would have passed such remaining portions of this Ordinance despite such invalid portions, which remaining portions shall remain in full force and effect.

**SECTION 14**. This Ordinance shall become effective from and after its date of passage and approval by the City Commission.

*[Execution page follows]*

**PASSED AND APPROVED** at the **FIRST READING** by the City Commission of the City of Brownsville, Texas, the 18th day of August 2026.

**PASSED, APPROVED,** and **ADOPTED** at the **SECOND** and **FINAL READING** by the City Commission of the City of Brownsville, Texas, the 1st day of September 2026.

**CITY OF BROWNSVILLE, TEXAS**

_____
John Cowen, Jr., Mayor

**ATTEST:**

_____
Mayra Rios, City Secretary

**APPROVED AS TO FORM**
**AND LEGALITY:**

_____
Guillermo (Will) S. Trevino, City Attorney

**Exhibit A**

Madeira Espiritu Santo Public Improvement District Number One
Operations and Maintenance Service and Assessment Plan

*[Remainder of page intentionally left blank.]*

# Madeira Espiritu Santo Public Improvement District Number One

## OPERATIONS AND MAINTENANCE SERVICE AND ASSESSMENT PLAN

SEPTEMBER 1, 2026

AUSTIN, TX | NORTH RICHLAND HILLS, TX | HOUSTON, TX

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# INTRODUCTION

Capitalized terms used in this 2026 O&M Service and Assessment Plan shall have the meanings given to them in **Section I** unless otherwise defined in this 2026 O&M Service and Assessment Plan or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a "Section," an "Exhibit," or an "Appendix" shall be a reference to a Section of this 2026 O&M Service and Assessment Plan or an Exhibit attached to and made a part of this 2026 O&M Service and Assessment Plan for all purposes.

On June 17, 2025, after due process, the City Commission approved Resolution 2025-069 authorizing the establishment of the District in accordance with the PID Act, which authorization was effective as of the date of the adoption of the Resolution as required by the PID Act. The purpose of the District is to finance the actual costs of the Supplemental Services that confer a special benefit on approximately 1,330.32 acres located within the corporate limits of the City, as described on **Exhibit F** and depicted on **Exhibit A**.

This 2026 O&M Service and Assessment Plan serves for the purposes of (1) identifying the Operation and Maintenance Costs to be provided by the District; (2) identifying the costs of the Supplemental Services; (3) identifying the indebtedness to be incurred for the Supplemental Services, and the manner of assessing all of the Assessed Property for the costs of the Supplemental Services; (4) levying the O&M Assessments for the Assessed Property; and (5) approving the Assessment Roll for the District.

The PID Act requires a Service Plan must (i) cover a period of at least five years; (ii) define the annual indebtedness and projected cost of the Supplemental Services; and (iii) include a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended. The Service Plan is contained in Section IV and the notice form is attached as **Appendix B**.

The PID Act requires that the Service Plan include an Assessment Plan that assesses the Supplemental Services against the Assessed Property based on the special benefits conferred on such property by the Supplemental Services. The Assessment Plan is contained in **Section V**.

The PID Act requires an Assessment Roll that states the O&M Assessment against each Parcel of Assessed Property determined by the method chosen by the City Commission. The O&M Assessment against each Parcel of Assessed Property must be sufficient to pay the share of the Supplemental Services apportioned to such Parcel and cannot exceed the special benefit conferred on the Parcel by such Supplemental Services. The Assessment Roll is included as **Exhibit D**.

## SECTION I: DEFINITIONS

**"2026 O&M Assessment Ordinance"** means an O&M Assessment Ordinance adopted by the City Commission in accordance with the PID Act that approved this 2026 O&M Service and Assessment Plan and levied the O&M Assessments.

**"2026 O&M Service and Assessment Plan"** means this Madeira Espiritu Santo Public Improvement District Number One Operations and Maintenance Service and Assessment Plan as updated, amended, and supplemented from time to time.

**"Administrator"** means the City or independent firm designated by the City who shall have the responsibilities provided in this 2026 O&M Service and Assessment Plan, or any other agreement or document approved by the City related to the duties and responsibilities of the administration of the District. The current Administrator is P3Works, LLC.

**"Annual Collection Costs"** mean the actual or budgeted costs and expenses related to the operation of the District, including, but not limited to, costs and expenses for: (1) the Administrator; (2) City staff; (3) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (4) preparation of updates to this 2026 O&M Service and Assessment Plan including the Assessment Roll; (5) the collection and application of the O&M Assessment and Annual Installments, (6) the use of the foregoing to pay the Annual Installments; and (7) the maintenance of books and records.

**"Annual Installment"** means the annual installment payment of the O&M Assessment as calculated by the Administrator and approved by the City Commission, plus Annual Collection Costs.

**"Assessed Property"** means any Parcel within the District other than Non-Benefited Property against which an O&M Assessment is levied.

**"Assessment Plan"** means the methodology employed to assess the cost of the Supplemental Services against the Assessed Property within the District based on the special benefits conferred on such property by the Supplemental Services, more specifically described in **Section V**.

**"Assessment Roll"** means any assessment roll for the Assessed Property within the District, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any O&M A&R Service and Assessment Plan.

**"City"** means the City of Brownsville, Texas.

**"City Commission**" means the governing body of the City.

**"County"** means Cameron County, Texas.

**"Delinquent Collection Costs"** mean costs related to the collection of delinquent O&M Assessment, delinquent Annual Installments, or any other delinquent amounts due under this 2026 O&M Service and Assessment Plan including penalties and reasonable attorney's fees actually paid but excluding amounts representing interest and penalty interest.

**"Developer"** means Madeira Properties, Ltd., a Texas limited partnership, and any successors or assigns thereof that intends to develop the property in the District for the ultimate purpose of transferring title to end users.

**"District"** means the Madeira Espiritu Santo Public Improvement District Number One containing approximately 1,330.32 acres located within the corporate limits of the City, as more specifically described in **Exhibit F** and depicted on **Exhibit A**.

**"HOA"** means a property owner's association entity established for the property located within the boundaries of the District. The HOA shall be responsible for maintaining the Public Improvements.

**"Improvement Area #1"** means approximately 91.14 acres located within the District, the boundaries of which as more specifically identified by the Improvement Area #1 Final Plat depicted on **Exhibit G** and lots listed in the Assessment Roll on **Exhibit D**.

**"Improvement Area #1 Assessed Property"** means any Parcel within Improvement Area #1 against which an O&M Assessment is levied.

**"Improvement Area #1 Final Plat"** means the Acacia Place at Madeira Phase One Plat approved by the City and recorded in the official public records of the County and depicted on **Exhibit G**.

**"Land Use"** means the classification of certain property within the District based on zoning, platting, or actual use, designating such property for either residential or commercial purposes.

**"Land Use Commercial"** means a Land Use classification of Assessed Property that is intended or used primarily for non-residential purposes, including but not limited to retail, office, or other business or commercial activities, and which allocation of the O&M Assessment to all Land Use Commercial shall be calculated based on the proportion of the total acreage of Assessed Property classified as Land Use Commercial relative to the total acreage of all the Assessed Property within the District.

**"Land Use Residential"** means a Land Use classification of Assessed Property that is intended or used primarily for residential purposes, including single-family homes, and which allocation of the O&M Assessment to all Land Use Residential shall be calculated based on the proportion of the total acreage of Assessed Property classified as Land Use Residential relative to the total acreage of all the Assessed Property within the District.

**"Lot"** or "**Lots"** means for any portion of the District for which a final subdivision plat has been recorded in the plat or official public records of the County, a tract of land described by "lot" in such final and recorded subdivision plat.

**"Lot Type"** means a classification of final building Lots with similar characteristics (e.g. commercial, townhome, multi-family, single family residential, etc.), as determined by the Administrator, based on information provided by the Developer, and confirmed by the City Commission.

**"Lot Type Commercial"** means a Lot Type within Land Use Commercial that is designated or intended for commercial use, and which allocation of the O&M Assessment to each Lot Type Commercial shall be calculated based on the proportion of acreage of each Parcel classified as Lot Type Commercial relative to the total acres of all the Assessed Property within Land Use Commercial.

**"Lot Type Residential"** means a Lot Type within Land Use Residential that is designated or intended for residential use, and which allocation of the O&M Assessment to each Lot Type Residential shall be calculated based on the count of Parcels classified as Lot Type Residential relative to the total number of Parcels of all the Assessed Property within Land Use Residential.

**"Non-Benefited Property"** means Parcels within the boundaries of the District that accrue no special benefit from the Supplemental Services as determined by the City Commission.

**"O&M A&R Service and Assessment Plan"** means an amended and restated service and assessment plan which serves to replace in its entirety the 2026 O&M Service and Assessment Plan, or any previously approved O&M A&R Service and Assessment Plans, prepared no less frequently than annually by the Administrator and approved by the City Commission.

**"O&M Assessment"** means an assessment levied annually against a Parcel of Assessed Property within the District and imposed pursuant to an O&M Assessment Ordinance to fund the Operation and Maintenance Costs of the Supplemental Services, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

**"O&M Assessment Ordinance"** means an ordinance adopted by the City Commission in accordance with the PID Act that levies the O&M Assessment.

**"O&M Budget"** means the report provided by the City or Developer that describes the Operation and Maintenance Costs, including their costs and location, and is attached hereto as **Appendix A**.

**"Operation and Maintenance Costs"** means the costs to fund the Supplemental Services which include the annual costs to operate and maintain the Public Improvements that benefit the

District based on a budget prepared annually by the City, or the Developer, and provided to the Administrator.

**"Parcel"** or **"Parcels"** means a specific property within the District identified by either a tax map identification number assigned by the Cameron Appraisal District for real property tax purposes, by metes and bounds description, or by lot and block number in a final subdivision plat recorded in the official public records of the County, or by any other means determined by the City.

**"PID Act"** means Chapter 372, Texas Local Government Code, as amended.

**"Public Improvements"** means certain public improvements that confer a special benefit on all the Assessed Property within the District, as further described in **Section III** and depicted on **Exhibit E**.

**"Public Property"** means property within the boundaries of the District that is owned by or irrevocably offered for dedication to the federal government, the State of Texas, Cameron County, the City, a school district or any other public agency, whether in fee simple or through an exclusive use easement.

**"Remainder Area"** means approximately 1,239.18 acres located within the District and entirely outside of Improvement Area #1, to be developed as one or more future improvement areas.

**"Service Plan"** covers a period of at least five years and defines the annual indebtedness and projected Supplemental Services more specifically described in **Section IV**.

**"Supplemental Services"** means improvements and services authorized by Section 372.003 of the PID Act, as listed in **Section III.**

**"Trigger Date"** means the date a final subdivision plat is filed and recorded in the official public records of the County and has been approved by the City. If the Trigger Date occurs on or before July 31st of the then current year, then Assessments will be due the January 31st of the following year. If the Trigger Date occurs after July 31st of the then current year, then the Assessments will be due on the second January 31st after the final plat is filed.

## SECTION II: THE DISTRICT

The District includes approximately 1,330.32 contiguous acres located within the corporate limits of the City, as more particularly described by the legal description on **Exhibit F** and depicted on **Exhibit A**. Development of the District is anticipated to be developed in approximately 10 phases.

Improvement Area #1 includes approximately 91.14 contiguous acres located within the City, the legal descriptions for each lot identified in the Assessment Roll shown on **Exhibit D** and depicted on the Improvement Area #1 Final Plat on **Exhibit G**.

## SECTION III: SUPPLEMENTAL SERVICES

The City Commission established the District to fund the Operation and Maintenance Costs of the Supplemental Services within the District. The Supplemental Services of the District include:

- *Public Improvements Operation and Maintenance*

  Costs include operations and maintenance of certain Public Improvements within the District, including: (1) water; (2) storm sewer; (3) rights-of-way maintenance; (4) open space; (5) trails; (6) landscaping; (7) parks; and (8) streetscape. The operation and maintenance will provide benefit to all Parcels within the District.

In addition to the Operation and Maintenance Costs, the Supplemental Services shall also include the Annual Collection Costs for the District.

## SECTION IV: SERVICE PLAN

The PID Act requires the Service Plan to cover a period of at least five years. The Service Plan is required to define the annual indebtedness and projected costs of the Supplemental Services of the District during the five-year period. The Service Plan is also required to include a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended. The Service Plan must be reviewed and updated in each O&M A&R Service and Assessment Plan. **Exhibit C** summarizes the Service Plan for the District. Per the PID Act and Section 5.014 of the Texas Property Code, as amended, this 2026 O&M Service and Assessment Plan, and any future O&M A&R Service and Assessment Plans, shall include a form of the buyer disclosures for the District. The notice form required by Section 5.014 of the Texas Property Code is attached hereto as **Appendix B**.

## SECTION V: ASSESSMENT PLAN

The PID Act allows the City Commission to allocate the Operation and Maintenance Costs of the Supplemental Services of the District to the Assessed Property based on the special benefit received from the provision of the operations and maintenance. The PID Act provides that such costs may be apportioned in any manner approved by the City Commission that results in imposing equal shares of such costs on property similarly benefitted.

This section of this O&M Service and Assessment Plan describes the special benefit received by each Assessed Property within the District as a result of the Supplemental Services and provides the basis and justification for the determination that this special benefit equals or exceeds the amount of the O&M Assessments levied on the Assessed Property for such Supplemental Services. In no event will the O&M Assessment exceed the City's actual costs of the Operation and Maintenance Costs for the Supplemental Services.

The O&M Assessment shall be subject to penalties and procedures for the Annual Installments as authorized by the PID Act. All Public Improvements of the Operation and Maintenance Costs were designed and constructed in accordance with City standards and specifications. The Public Improvements, of which the Operation and Maintenance Costs will be financed through the District, will be dedicated to and owned by the City through a separate instrument, while the HOA shall be responsible for the ongoing maintenance of the Public Improvements. The City's portion of the Operation and Maintenance Costs will be funded by the collection of O&M Assessments annually levied on the Assessed Property.

### A. Assessment Methodology

- The City, Developer, or HOA will prepare, or cause to be prepared, and provide the Administrator a budget for the Operation and Maintenance Costs of the Supplemental Services.
- Annually, considering all plats filed and approved by the City Commission, the costs of the Supplemental Services shall be allocated in aggregate 100% to each Parcel of Assessed Property based on the methodology contained herein. The costs of the Supplemental Services shall be allocated among the Assessed Property according to Land Use, based on the proportionate share of total acreage of each Land Use relative to the total acres of all the Assessed Property.
- At the time this 2026 O&M Service and Assessment Plan is approved by the City Commission, Land Use Residential is the only platted property and has met the Trigger Date requirement, therefore, 100% of the costs of the Supplemental Services are allocated to Land Use Residential.

- The costs of the Supplemental Services allocated to Land Use Residential shall be further allocated to each Lot Type Residential equally among all Parcels classified as Lot Type Residential located within the District.
- The costs of the Supplemental Services allocated to Land Use Commercial shall be further allocated to each Parcel classified as Lot Type Commercial based on each Parcel's acreage relative to the total acreage of Land Use Commercial. The Lots classified as Lot Type Commercial are currently within the Remainder Area and are subject to a future O&M Assessment according to the Trigger Date provisions described herein.
- The District will receive special benefit equal to or greater than the O&M Assessment as a result of the Operation and Maintenance Costs of the Supplemental Services.

### B. Assessments

The O&M Assessment will be levied on the Assessed Property according to the amount shown on the Assessment Roll, attached hereto as **Exhibit D**. The O&M Assessment will be levied annually on each Parcel of Assessed Property pursuant to the methodology defined in **Section V**.

Collection of Annual Installments for each phase within the Remainder Area are deferred until the Trigger Date has been reached for each respective phase. If the Trigger Date occurs on or before July 31st of the year that the final plat for a phase within the Remainder Area is filed with the County, then Assessments levied on the property within such phase of the Remainder Area, including the Annual Installments thereof, will be delinquent if not paid on or before the January 31st of the following year. If the Trigger Date occurs after July 31st of the year the final plat for a phase within the Remainder Area is filed with the County, then Assessments levied on the property within such phase of the Remainder Area, including the Annual Installments thereof, will be delinquent if not paid on or before the second January 31st after the final plat is filed with the County.

### C. Finding of Special Benefit

Acting in its legislative capacity and based on information provided by the Developer and reviewed by the City staff and by third-party consultants retained by the City, the City Commission has found and determined:

- The costs of the Supplemental Services equal $233,498.32 at the time of the adoption of the 2026 O&M Assessment Ordinance by the City Commission, as shown on **Exhibit B**; and
- The Assessed Property receives special benefit from the Supplemental Services equal to or greater than the costs of the Supplemental Services; and

- The O&M Assessment will be an amount that results in an amount not to exceed the costs of the Supplemental Services. The Assessed Property will be allocated 100% of the O&M Assessment levied for the Supplemental Services, which equals $209,637.32 as shown on the Assessment Roll attached hereto as **Exhibit D**; and
- The special benefit ($233,498.32) received by the Assessed Property from the Supplemental Services is equal to or greater than the amount of the O&M Assessment ($209,637.32) levied on the Assessed Property for the Supplemental Services.

Open space, including Public Property, easements that create an exclusive use for a public utility provider, and HOA owned property, that is maintained or will be maintained by the HOA to the extent it may receive incidental services but accrue no special benefit from Supplemental Services, is designated as Non-Benefited Property. None of the Supplemental Services cost is apportioned to the Non-Benefited Property.

### D. Annual Collection Costs

The Annual Collection Costs shall be paid for annually by the owner of each Parcel pro rata based on the ratio of the amount of the O&M Assessment levied annually on each Parcel to the total O&M Assessment. The Annual Collection Costs shall be collected as part of the Annual Installments in the amounts shown on the Assessment Roll, which may be revised based on actual costs incurred in any O&M A&R Service and Assessment Plan.

## SECTION VI: TERMS OF THE ASSESSMENTS

### A. Operations and Maintenance Assessments and Annual Installments.

The O&M Assessment and the Annual Installments thereof shall be calculated and collected each year in an amount sufficient to pay the Operation and Maintenance Costs.

### B. Payment of O&M Assessment in Annual Installments

1. O&M Assessments are subject to adjustments in each O&M A&R Service and Assessment Plan based on the projected Operation and Maintenance Cost as directed by the City.
2. The Administrator shall prepare and submit to the City Commission for its review and approval a preliminary O&M A&R Service and Assessment Plan, including a preliminary Assessment Roll based on the budgeted Operation and Maintenance Costs.
3. The preliminary O&M A&R Service and Assessment Plan will be placed in the City Secretary's office for inspection, and the City Commission will consider a resolution to

call a public hearing and will cause notices of the public hearings to be mailed to all property owners within the District and published in the newspaper of record in accordance with the PID Act.

4. The Administrator shall prepare and submit to the City Commission for its review and approval a final O&M A&R Service and Assessment Plan to allow for the billing and collection of Annual Installments. Each O&M A&R Service and Assessment Plan shall include an updated Assessment Roll, and updated calculations of Annual Installments. Annual Installments shall be mailed at the direction of the City and collected per instruction on the invoice. Annual Installments shall be subject to the penalties and procedures in case of delinquencies as set forth in the PID Act and in the same manner as ad valorem taxes for the City; the City Commission may provide for other means of collecting Annual Installments. O&M Assessment shall have the lien priority specified in the PID Act.

5. The District will receive special benefit equal to or greater than the O&M Assessment as a result of the Supplemental Services.

6. Each O&M Assessment and the Annual Installments thereof shall be delinquent, and may be subject to pay Delinquent Collection Costs, if not paid prior to February 1 of the year following the O&M A&R Service and Assessment Plan levying the O&M Assessment.

## SECTION VII: ASSESSMENT ROLL

The list of current Lots within the District, the corresponding O&M Assessment, and total Annual Installment are shown on the Assessment Roll in **Exhibit D**. The Lots shown on the Assessment Rolls will receive the bills for the 2026 Annual Installments which will be delinquent if not paid by January 31, 2027. The Administrator shall prepare and submit to the City Commission for review and approval, updates and proposed revisions to the Assessment Roll and Annual Installments as part of each O&M A&R Service and Assessment Plan.

## SECTION VIII: ADDITIONAL PROVISIONS

### A. Calculation Errors

If the owner of a Parcel claims that an error has been made in any calculation required by this 2026 O&M Service and Assessment Plan, including, but not limited to, any calculation made as part of any O&M A&R Service and Assessment Plan, the owner's sole and exclusive remedy shall be to submit a written notice of error to the City within 30 days of the mailing of a bill for the

Annual Installment resulting from the O&M A&R Service and Assessment Plan; otherwise, the owner shall be deemed to have unconditionally approved the calculation. Upon receipt of a written notice of error from an owner, the City shall refer the notice to the Administrator who shall provide a written response to the City and the owner within 30 days of such referral. The City Commission shall consider the owner's notice of error and the Administrator's response, and within 30 days the City Commission shall make a final determination as to whether or not an error has been made. If the City Commission determines that an error has been made, the City Commission shall take such corrective action as is authorized by the PID Act, this 2026 O&M Service and Assessment Plan, the applicable O&M Assessment Ordinance levying the O&M Assessment, or as otherwise authorized by the discretionary power of the City Commission. The determination by the City Commission as to whether an error has been made, and any corrective action taken by the City Commission, shall be final and binding on the owner and the Administrator.

### B. Amendments

Amendments to this 2026 O&M Service and Assessment Plan must be made by the City Commission in accordance with the PID Act. To the extent permitted by the PID Act, this 2026 O&M Service and Assessment Plan may be amended without notice to property owners of the Assessed Property: (1) to correct mistakes and clerical errors; (2) to clarify ambiguities; and (3) to provide procedures to collect the O&M Assessment, Annual Installments, and other charges imposed by this 2026 O&M Service and Assessment Plan.

### C. Administration and Interpretation

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this 2026 O&M Service and Assessment Plan; (2) administer the District for and on behalf of and at the direction of the City Commission; and (3) interpret the provisions of this 2026 O&M Service and Assessment Plan. Interpretations of this 2026 O&M Service and Assessment Plan by the Administrator shall be in writing and shall be appealable to the City Commission by owners or developers adversely affected by the interpretation. Appeals shall be decided by the City Commission after holding a public hearing at which all interested parties have an opportunity to be heard. Decisions by the City Commission shall be final and binding on the property owners and developers and their successors and assigns.

### D. Form of Buyer Disclosure/Filing Requirements

Per Section 5.014 of the Texas Property Code, as amended, this 2026 O&M Service and Assessment Plan, and any future O&M A&R Service and Assessment Plans, shall include a form of the buyer disclosures for the District. The buyer disclosure is attached hereto as **Appendix B**. Within seven days of approval by the City Commission, the City shall file and record in the real

property records of the County the executed ordinance of this 2026 O&M Service and Assessment Plan, or any future O&M A&R Service and Assessment Plans. The executed ordinance, including any attachments, approving this 2026 O&M Service and Assessment Plan or any future O&M A&R Service and Assessment Plans shall be filed and recorded in their entirety.

**E. Severability**

If any provision of this 2026 O&M Service and Assessment Plan is determined by a governmental agency or court of competent jurisdiction to be unenforceable, the unenforceable provision shall be deleted and, to the maximum extent possible, shall be rewritten to be enforceable. Every effort shall be made to enforce the remaining provisions of this 2026 O&M Service and Assessment Plan.

*[Remainder of page intentionally left blank.]*

## EXHIBITS

The following Exhibits are attached to and made a part of this 2026 O&M Service and Assessment Plan for all purposes:

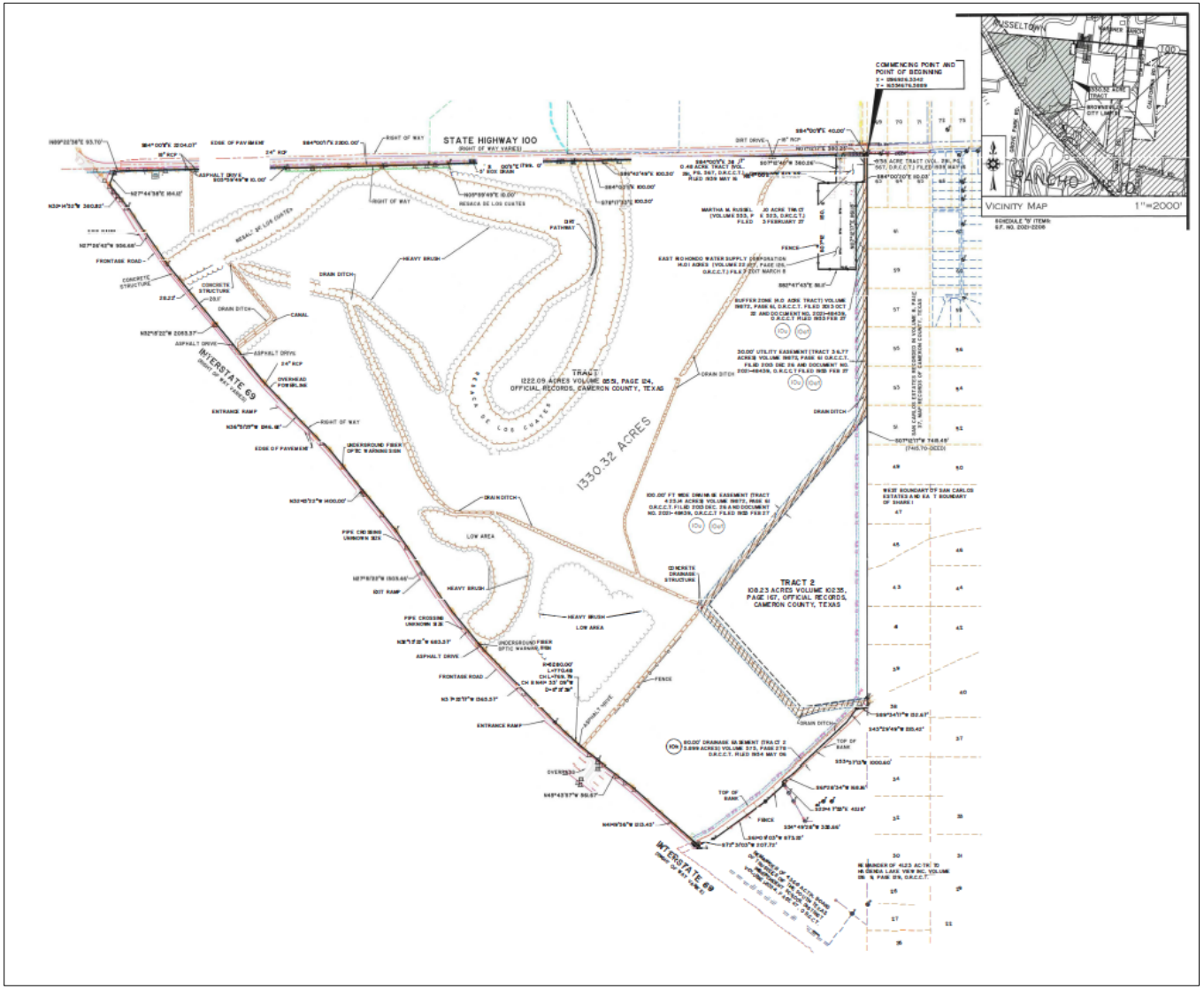
| | |
|---|---|
| **Exhibit A** | Map of the District |
| **Exhibit B** | Supplemental Services |
| **Exhibit C** | Service Plan |
| **Exhibit D** | Assessment Roll |
| **Exhibit E** | Maps of the Public Improvements |
| **Exhibit F** | District Legal Description |
| **Exhibit G** | Improvement Area #1 Final Plat |

## APPENDICES

The following Appendices are attached to and made a part of this 2026 O&M Service and Assessment Plan for all purposes:

| | |
|---|---|
| **Appendix A** | O&M Budget |
| **Appendix B** | Madeira Espiritu Santo Public Improvement District Number One Buyer Disclosure |

# EXHIBIT A – MAP OF THE DISTRICT



# EXHIBIT B – SUPPLEMENTAL SERVICES

| | Total FY 2026/2027 Budget[a] |
|---|---|
| **Operation and Maintenance Costs** | |
| Water | $ 69,500.00 |
| Storm Sewer Maintenance | 13,955.04 |
| ROW Maintenance | 52,706.40 |
| Open Space | 869.88 |
| Trails | 25,244.40 |
| Landscaping | 40,912.20 |
| Parks | 5,508.84 |
| Streetscape | 940.56 |
| **Total Operation and Maintenance Costs** | **$ 209,637.32** |
| **Other Costs** | |
| Annual Collection Costs | $ 23,861.00 |
| **Total Other Costs** | **$ 23,861.00** |
| **Total Supplemental Services** | **$ 233,498.32** |

**Footnotes:**

[a] As provided by the Developer. The budget will be updated annually in each O&M A&R Service and Assessment Plan.

# EXHIBIT C – SERVICE PLAN

| Improvement Area #1 | | | | | | |
|---|---|---|---|---|---|---|
| **Annual Installment Due**[a] | | **1/31/2027** | **1/31/2028** | **1/31/2029** | **1/31/2030** | **1/31/2031** |
| O&M Assessment[b] | (1) | $ 209,637.32 | $ 213,830.07 | $ 218,106.67 | $ 222,468.80 | $ 226,918.18 |
| Annual Collection Costs[b] | (2) | $ 23,861.00 | $ 24,338.22 | $ 24,824.98 | $ 25,321.48 | $ 25,827.91 |
| **Total Annual Installment** | **(3) = (1) + (2)** | **$ 233,498.32** | **$ 238,168.29** | **$ 242,931.65** | **$ 247,790.29** | **$ 252,746.09** |

**Footnotes:**

[a] The Annual Installments for years 2028 through 2031 are estimates and are subject to change as the PID Act requires the O&M Assessment and Annual Collection Costs be calculated and levied each year by the City Commission.

[b] Values escalated at 2% annually.

# EXHIBIT D – ASSESSMENT ROLL

| Property ID[a] | Improvement Area | Lot Type | Legal Description | | Notes | O&M Assessment | Annual Collection Costs[b] | Annual Installment Due 1/31/2027 |
|---|---|---|---|---|---|---|---|---|
| | | | Phase | Lot | | | | |
| 160218 | Remainder Area | N/A | N/A | 100 | [c] | $0.00 | $0.00 | $0.00 |
| 450394 | Remainder Area | N/A | N/A | 100 | [c] | $0.00 | $0.00 | $0.00 |
| 455492 | Improvement Area #1 | Lot Type Residential | ONE | 1 | | $1,255.31 | $142.88 | $1,398.19 |
| 455493 | Improvement Area #1 | Lot Type Residential | ONE | 2 | | $1,255.31 | $142.88 | $1,398.19 |
| 455494 | Improvement Area #1 | Lot Type Residential | ONE | 3 | | $1,255.31 | $142.88 | $1,398.19 |
| 455495 | Improvement Area #1 | Lot Type Residential | ONE | 4 | | $1,255.31 | $142.88 | $1,398.19 |
| 455496 | Improvement Area #1 | Lot Type Residential | ONE | 5 | | $1,255.31 | $142.88 | $1,398.19 |
| 455497 | Improvement Area #1 | Lot Type Residential | ONE | 6 | | $1,255.31 | $142.88 | $1,398.19 |
| 455498 | Improvement Area #1 | Lot Type Residential | ONE | 7 | | $1,255.31 | $142.88 | $1,398.19 |
| 455499 | Improvement Area #1 | Lot Type Residential | ONE | 8 | | $1,255.31 | $142.88 | $1,398.19 |
| 455500 | Improvement Area #1 | Lot Type Residential | ONE | 9 | | $1,255.31 | $142.88 | $1,398.19 |
| 455501 | Improvement Area #1 | Lot Type Residential | ONE | 10 | | $1,255.31 | $142.88 | $1,398.19 |
| 455502 | Improvement Area #1 | Lot Type Residential | ONE | 11 | | $1,255.31 | $142.88 | $1,398.19 |
| 455503 | Improvement Area #1 | Lot Type Residential | ONE | 12 | | $1,255.31 | $142.88 | $1,398.19 |
| 455504 | Improvement Area #1 | Lot Type Residential | ONE | 13 | | $1,255.31 | $142.88 | $1,398.19 |
| 455505 | Improvement Area #1 | Lot Type Residential | ONE | 14 | | $1,255.31 | $142.88 | $1,398.19 |
| 455506 | Improvement Area #1 | Lot Type Residential | ONE | 15 | | $1,255.31 | $142.88 | $1,398.19 |
| 455507 | Improvement Area #1 | Lot Type Residential | ONE | 16 | | $1,255.31 | $142.88 | $1,398.19 |
| 455508 | Improvement Area #1 | Lot Type Residential | ONE | 17 | | $1,255.31 | $142.88 | $1,398.19 |
| 455509 | Improvement Area #1 | Lot Type Residential | ONE | 18 | | $1,255.31 | $142.88 | $1,398.19 |
| 455510 | Improvement Area #1 | Lot Type Residential | ONE | 19 | | $1,255.31 | $142.88 | $1,398.19 |
| 455511 | Improvement Area #1 | Lot Type Residential | ONE | 20 | | $1,255.31 | $142.88 | $1,398.19 |
| 455512 | Improvement Area #1 | Lot Type Residential | ONE | 21 | | $1,255.31 | $142.88 | $1,398.19 |

| | | | Legal Description | | | | | |
|---|---|---|---|---|---|---|---|---|
| Property ID[a] | Improvement Area | Lot Type | Phase | Lot | Notes | O&M Assessment | Annual Collection Costs[b] | Annual Installment Due 1/31/2027 |
| 455513 | Improvement Area #1 | Lot Type Residential | ONE | 22 | | $1,255.31 | $142.88 | $1,398.19 |
| 455514 | Improvement Area #1 | Lot Type Residential | ONE | 23 | | $1,255.31 | $142.88 | $1,398.19 |
| 455515 | Improvement Area #1 | Lot Type Residential | ONE | 24 | | $1,255.31 | $142.88 | $1,398.19 |
| 455516 | Improvement Area #1 | Lot Type Residential | ONE | 25 | | $1,255.31 | $142.88 | $1,398.19 |
| 455517 | Improvement Area #1 | Lot Type Residential | ONE | 26 | | $1,255.31 | $142.88 | $1,398.19 |
| 455518 | Improvement Area #1 | Lot Type Residential | ONE | 27 | | $1,255.31 | $142.88 | $1,398.19 |
| 455519 | Improvement Area #1 | Lot Type Residential | ONE | 28 | | $1,255.31 | $142.88 | $1,398.19 |
| 455520 | Improvement Area #1 | Lot Type Residential | ONE | 29 | | $1,255.31 | $142.88 | $1,398.19 |
| 455521 | Improvement Area #1 | Lot Type Residential | ONE | 30 | | $1,255.31 | $142.88 | $1,398.19 |
| 455522 | Improvement Area #1 | Lot Type Residential | ONE | 31 | | $1,255.31 | $142.88 | $1,398.19 |
| 455523 | Improvement Area #1 | Lot Type Residential | ONE | 32 | | $1,255.31 | $142.88 | $1,398.19 |
| 455524 | Improvement Area #1 | Lot Type Residential | ONE | 33 | | $1,255.31 | $142.88 | $1,398.19 |
| 455525 | Improvement Area #1 | Lot Type Residential | ONE | 34 | | $1,255.31 | $142.88 | $1,398.19 |
| 455526 | Improvement Area #1 | Lot Type Residential | ONE | 35 | | $1,255.31 | $142.88 | $1,398.19 |
| 455527 | Improvement Area #1 | Lot Type Residential | ONE | 36 | | $1,255.31 | $142.88 | $1,398.19 |
| 455528 | Improvement Area #1 | Lot Type Residential | ONE | 37 | | $1,255.31 | $142.88 | $1,398.19 |
| 455529 | Improvement Area #1 | Lot Type Residential | ONE | 38 | | $1,255.31 | $142.88 | $1,398.19 |
| 455530 | Improvement Area #1 | Lot Type Residential | ONE | 39 | | $1,255.31 | $142.88 | $1,398.19 |
| 455531 | Improvement Area #1 | Lot Type Residential | ONE | 40 | | $1,255.31 | $142.88 | $1,398.19 |
| 455532 | Improvement Area #1 | Lot Type Residential | ONE | 41 | | $1,255.31 | $142.88 | $1,398.19 |
| 455533 | Improvement Area #1 | Lot Type Residential | ONE | 42 | | $1,255.31 | $142.88 | $1,398.19 |
| 455534 | Improvement Area #1 | Lot Type Residential | ONE | 43 | | $1,255.31 | $142.88 | $1,398.19 |
| 455535 | Improvement Area #1 | Lot Type Residential | ONE | 44 | | $1,255.31 | $142.88 | $1,398.19 |
| 455536 | Improvement Area #1 | Lot Type Residential | ONE | 45 | | $1,255.31 | $142.88 | $1,398.19 |
| 455537 | Improvement Area #1 | Lot Type Residential | ONE | 46 | | $1,255.31 | $142.88 | $1,398.19 |

| | | | Legal Description | | | | | |
|---|---|---|---|---|---|---|---|---|
| Property ID[a] | Improvement Area | Lot Type | Phase | Lot | Notes | O&M Assessment | Annual Collection Costs[b] | Annual Installment Due 1/31/2027 |
| 455538 | Improvement Area #1 | Lot Type Residential | ONE | 47 | | $1,255.31 | $142.88 | $1,398.19 |
| 455539 | Improvement Area #1 | Lot Type Residential | ONE | 48 | | $1,255.31 | $142.88 | $1,398.19 |
| 455540 | Improvement Area #1 | Lot Type Residential | ONE | 49 | | $1,255.31 | $142.88 | $1,398.19 |
| 455541 | Improvement Area #1 | Lot Type Residential | ONE | 50 | | $1,255.31 | $142.88 | $1,398.19 |
| 455542 | Improvement Area #1 | Lot Type Residential | ONE | 51 | | $1,255.31 | $142.88 | $1,398.19 |
| 455543 | Improvement Area #1 | Lot Type Residential | ONE | 52 | | $1,255.31 | $142.88 | $1,398.19 |
| 455544 | Improvement Area #1 | Lot Type Residential | ONE | 53 | | $1,255.31 | $142.88 | $1,398.19 |
| 455545 | Improvement Area #1 | Lot Type Residential | ONE | 54 | | $1,255.31 | $142.88 | $1,398.19 |
| 455546 | Improvement Area #1 | Lot Type Residential | ONE | 55 | | $1,255.31 | $142.88 | $1,398.19 |
| 455547 | Improvement Area #1 | Lot Type Residential | ONE | 56 | | $1,255.31 | $142.88 | $1,398.19 |
| 455548 | Improvement Area #1 | Lot Type Residential | ONE | 57 | | $1,255.31 | $142.88 | $1,398.19 |
| 455549 | Improvement Area #1 | Lot Type Residential | ONE | 58 | | $1,255.31 | $142.88 | $1,398.19 |
| 455550 | Improvement Area #1 | Lot Type Residential | ONE | 59 | | $1,255.31 | $142.88 | $1,398.19 |
| 455551 | Improvement Area #1 | Lot Type Residential | ONE | 60 | | $1,255.31 | $142.88 | $1,398.19 |
| 455552 | Improvement Area #1 | Lot Type Residential | ONE | 61 | | $1,255.31 | $142.88 | $1,398.19 |
| 455553 | Improvement Area #1 | Lot Type Residential | ONE | 62 | | $1,255.31 | $142.88 | $1,398.19 |
| 455554 | Improvement Area #1 | Lot Type Residential | ONE | 63 | | $1,255.31 | $142.88 | $1,398.19 |
| 455555 | Improvement Area #1 | Lot Type Residential | ONE | 64 | | $1,255.31 | $142.88 | $1,398.19 |
| 455556 | Improvement Area #1 | Lot Type Residential | ONE | 65 | | $1,255.31 | $142.88 | $1,398.19 |
| 455557 | Improvement Area #1 | Lot Type Residential | ONE | 66 | | $1,255.31 | $142.88 | $1,398.19 |
| 455558 | Improvement Area #1 | Lot Type Residential | ONE | 67 | | $1,255.31 | $142.88 | $1,398.19 |
| 455559 | Improvement Area #1 | Lot Type Residential | ONE | 68 | | $1,255.31 | $142.88 | $1,398.19 |
| 455560 | Improvement Area #1 | Lot Type Residential | ONE | 69 | | $1,255.31 | $142.88 | $1,398.19 |
| 455561 | Improvement Area #1 | Lot Type Residential | ONE | 70 | | $1,255.31 | $142.88 | $1,398.19 |
| 455562 | Improvement Area #1 | Lot Type Residential | ONE | 71 | | $1,255.31 | $142.88 | $1,398.19 |

| Property ID[a] | Improvement Area | Lot Type | Legal Description | | Notes | O&M Assessment | Annual Collection Costs[b] | Annual Installment Due 1/31/2027 |
|---|---|---|---|---|---|---|---|---|
| | | | Phase | Lot | | | | |
| 455563 | Improvement Area #1 | Lot Type Residential | ONE | 72 | | $1,255.31 | $142.88 | $1,398.19 |
| 455564 | Improvement Area #1 | Lot Type Residential | ONE | 73 | | $1,255.31 | $142.88 | $1,398.19 |
| 455565 | Improvement Area #1 | Lot Type Residential | ONE | 74 | | $1,255.31 | $142.88 | $1,398.19 |
| 455566 | Improvement Area #1 | Lot Type Residential | ONE | 75 | | $1,255.31 | $142.88 | $1,398.19 |
| 455567 | Improvement Area #1 | Lot Type Residential | ONE | 76 | | $1,255.31 | $142.88 | $1,398.19 |
| 455568 | Improvement Area #1 | Lot Type Residential | ONE | 77 | | $1,255.31 | $142.88 | $1,398.19 |
| 455569 | Improvement Area #1 | Lot Type Residential | ONE | 78 | | $1,255.31 | $142.88 | $1,398.19 |
| 455570 | Improvement Area #1 | Lot Type Residential | ONE | 79 | | $1,255.31 | $142.88 | $1,398.19 |
| 455571 | Improvement Area #1 | Lot Type Residential | ONE | 80 | | $1,255.31 | $142.88 | $1,398.19 |
| 455572 | Improvement Area #1 | Lot Type Residential | ONE | 81 | | $1,255.31 | $142.88 | $1,398.19 |
| 455573 | Improvement Area #1 | Lot Type Residential | ONE | 82 | | $1,255.31 | $142.88 | $1,398.19 |
| 455574 | Improvement Area #1 | Lot Type Residential | ONE | 83 | | $1,255.31 | $142.88 | $1,398.19 |
| 455575 | Improvement Area #1 | Lot Type Residential | ONE | 84 | | $1,255.31 | $142.88 | $1,398.19 |
| 455576 | Improvement Area #1 | Lot Type Residential | ONE | 85 | | $1,255.31 | $142.88 | $1,398.19 |
| 455577 | Improvement Area #1 | Lot Type Residential | ONE | 86 | | $1,255.31 | $142.88 | $1,398.19 |
| 455578 | Improvement Area #1 | Lot Type Residential | ONE | 87 | | $1,255.31 | $142.88 | $1,398.19 |
| 455579 | Improvement Area #1 | Lot Type Residential | ONE | 88 | | $1,255.31 | $142.88 | $1,398.19 |
| 455580 | Improvement Area #1 | Lot Type Residential | ONE | 89 | | $1,255.31 | $142.88 | $1,398.19 |
| 455581 | Improvement Area #1 | Lot Type Residential | ONE | 90 | | $1,255.31 | $142.88 | $1,398.19 |
| 455582 | Improvement Area #1 | Lot Type Residential | ONE | 91 | | $1,255.31 | $142.88 | $1,398.19 |
| 455583 | Improvement Area #1 | Lot Type Residential | ONE | 92 | | $1,255.31 | $142.88 | $1,398.19 |
| 455584 | Improvement Area #1 | Lot Type Residential | ONE | 93 | | $1,255.31 | $142.88 | $1,398.19 |
| 455585 | Improvement Area #1 | Lot Type Residential | ONE | 94 | | $1,255.31 | $142.88 | $1,398.19 |
| 455586 | Improvement Area #1 | Lot Type Residential | ONE | 95 | | $1,255.31 | $142.88 | $1,398.19 |
| 455587 | Improvement Area #1 | Lot Type Residential | ONE | 96 | | $1,255.31 | $142.88 | $1,398.19 |

| | | | Legal Description | | | | | |
|---|---|---|---|---|---|---|---|---|
| Property ID[a] | Improvement Area | Lot Type | Phase | Lot | Notes | O&M Assessment | Annual Collection Costs[b] | Annual Installment Due 1/31/2027 |
| 455588 | Improvement Area #1 | Lot Type Residential | ONE | 97 | | $1,255.31 | $142.88 | $1,398.19 |
| 455589 | Improvement Area #1 | Lot Type Residential | ONE | 98 | | $1,255.31 | $142.88 | $1,398.19 |
| 455590 | Improvement Area #1 | Lot Type Residential | ONE | 99 | | $1,255.31 | $142.88 | $1,398.19 |
| 455591 | Improvement Area #1 | Lot Type Residential | ONE | 100 | | $1,255.31 | $142.88 | $1,398.19 |
| 455592 | Improvement Area #1 | Lot Type Residential | ONE | 101 | | $1,255.31 | $142.88 | $1,398.19 |
| 455593 | Improvement Area #1 | Lot Type Residential | ONE | 102 | | $1,255.31 | $142.88 | $1,398.19 |
| 455594 | Improvement Area #1 | Lot Type Residential | ONE | 103 | | $1,255.31 | $142.88 | $1,398.19 |
| 455595 | Improvement Area #1 | Lot Type Residential | ONE | 104 | | $1,255.31 | $142.88 | $1,398.19 |
| 455596 | Improvement Area #1 | Lot Type Residential | ONE | 105 | | $1,255.31 | $142.88 | $1,398.19 |
| 455597 | Improvement Area #1 | Lot Type Residential | ONE | 106 | | $1,255.31 | $142.88 | $1,398.19 |
| 455598 | Improvement Area #1 | Lot Type Residential | ONE | 107 | | $1,255.31 | $142.88 | $1,398.19 |
| 455599 | Improvement Area #1 | Lot Type Residential | ONE | 108 | | $1,255.31 | $142.88 | $1,398.19 |
| 455600 | Improvement Area #1 | Lot Type Residential | ONE | 109 | | $1,255.31 | $142.88 | $1,398.19 |
| 455601 | Improvement Area #1 | Lot Type Residential | ONE | 110 | | $1,255.31 | $142.88 | $1,398.19 |
| 455602 | Improvement Area #1 | Lot Type Residential | ONE | 111 | | $1,255.31 | $142.88 | $1,398.19 |
| 455603 | Improvement Area #1 | Lot Type Residential | ONE | 112 | | $1,255.31 | $142.88 | $1,398.19 |
| 455604 | Improvement Area #1 | Lot Type Residential | ONE | 113 | | $1,255.31 | $142.88 | $1,398.19 |
| 455605 | Improvement Area #1 | Lot Type Residential | ONE | 114 | | $1,255.31 | $142.88 | $1,398.19 |
| 455606 | Improvement Area #1 | Lot Type Residential | ONE | 115 | | $1,255.31 | $142.88 | $1,398.19 |
| 455607 | Improvement Area #1 | Lot Type Residential | ONE | 116 | | $1,255.31 | $142.88 | $1,398.19 |
| 455608 | Improvement Area #1 | Lot Type Residential | ONE | 117 | | $1,255.31 | $142.88 | $1,398.19 |
| 455609 | Improvement Area #1 | Lot Type Residential | ONE | 118 | | $1,255.31 | $142.88 | $1,398.19 |
| 455610 | Improvement Area #1 | Lot Type Residential | ONE | 119 | | $1,255.31 | $142.88 | $1,398.19 |
| 455611 | Improvement Area #1 | Lot Type Residential | ONE | 120 | | $1,255.31 | $142.88 | $1,398.19 |
| 455612 | Improvement Area #1 | Lot Type Residential | ONE | 121 | | $1,255.31 | $142.88 | $1,398.19 |

| Property ID[a] | Improvement Area | Lot Type | Legal Description | | Notes | O&M Assessment | Annual Collection Costs[b] | Annual Installment Due 1/31/2027 |
|---|---|---|---|---|---|---|---|---|
| | | | Phase | Lot | | | | |
| 455613 | Improvement Area #1 | Lot Type Residential | ONE | 122 | | $1,255.31 | $142.88 | $1,398.19 |
| 455614 | Improvement Area #1 | Lot Type Residential | ONE | 123 | | $1,255.31 | $142.88 | $1,398.19 |
| 455615 | Improvement Area #1 | Lot Type Residential | ONE | 124 | | $1,255.31 | $142.88 | $1,398.19 |
| 455616 | Improvement Area #1 | Lot Type Residential | ONE | 125 | | $1,255.31 | $142.88 | $1,398.19 |
| 455617 | Improvement Area #1 | Lot Type Residential | ONE | 126 | | $1,255.31 | $142.88 | $1,398.19 |
| 455618 | Improvement Area #1 | Lot Type Residential | ONE | 127 | | $1,255.31 | $142.88 | $1,398.19 |
| 455619 | Improvement Area #1 | Lot Type Residential | ONE | 128 | | $1,255.31 | $142.88 | $1,398.19 |
| 455620 | Improvement Area #1 | Lot Type Residential | ONE | 129 | | $1,255.31 | $142.88 | $1,398.19 |
| 455621 | Improvement Area #1 | Lot Type Residential | ONE | 130 | | $1,255.31 | $142.88 | $1,398.19 |
| 455622 | Improvement Area #1 | Lot Type Residential | ONE | 131 | | $1,255.31 | $142.88 | $1,398.19 |
| 455623 | Improvement Area #1 | Lot Type Residential | ONE | 132 | | $1,255.31 | $142.88 | $1,398.19 |
| 455624 | Improvement Area #1 | Lot Type Residential | ONE | 133 | | $1,255.31 | $142.88 | $1,398.19 |
| 455625 | Improvement Area #1 | Lot Type Residential | ONE | 134 | | $1,255.31 | $142.88 | $1,398.19 |
| 455626 | Improvement Area #1 | Lot Type Residential | ONE | 135 | | $1,255.31 | $142.88 | $1,398.19 |
| 455627 | Improvement Area #1 | Lot Type Residential | ONE | 136 | | $1,255.31 | $142.88 | $1,398.19 |
| 455628 | Improvement Area #1 | Lot Type Residential | ONE | 137 | | $1,255.31 | $142.88 | $1,398.19 |
| 455629 | Improvement Area #1 | Lot Type Residential | ONE | 138 | | $1,255.31 | $142.88 | $1,398.19 |
| 455630 | Improvement Area #1 | Lot Type Residential | ONE | 139 | | $1,255.31 | $142.88 | $1,398.19 |
| 455631 | Improvement Area #1 | Lot Type Residential | ONE | 140 | | $1,255.31 | $142.88 | $1,398.19 |
| 455632 | Improvement Area #1 | Lot Type Residential | ONE | 141 | | $1,255.31 | $142.88 | $1,398.19 |
| 455633 | Improvement Area #1 | Lot Type Residential | ONE | 142 | | $1,255.31 | $142.88 | $1,398.19 |
| 455634 | Improvement Area #1 | Lot Type Residential | ONE | 143 | | $1,255.31 | $142.88 | $1,398.19 |
| 455635 | Improvement Area #1 | Lot Type Residential | ONE | 144 | | $1,255.31 | $142.88 | $1,398.19 |
| 455636 | Improvement Area #1 | Lot Type Residential | ONE | 145 | | $1,255.31 | $142.88 | $1,398.19 |
| 455637 | Improvement Area #1 | Lot Type Residential | ONE | 146 | | $1,255.31 | $142.88 | $1,398.19 |

| Property ID[a] | Improvement Area | Lot Type | Legal Description | | Notes | O&M Assessment | Annual Collection Costs[b] | Annual Installment Due 1/31/2027 |
|---|---|---|---|---|---|---|---|---|
| | | | Phase | Lot | | | | |
| 455638 | Improvement Area #1 | Lot Type Residential | ONE | 147 | | $1,255.31 | $142.88 | $1,398.19 |
| 455639 | Improvement Area #1 | Lot Type Residential | ONE | 148 | | $1,255.31 | $142.88 | $1,398.19 |
| 455640 | Improvement Area #1 | Lot Type Residential | ONE | 149 | | $1,255.31 | $142.88 | $1,398.19 |
| 455641 | Improvement Area #1 | Lot Type Residential | ONE | 150 | | $1,255.31 | $142.88 | $1,398.19 |
| 455642 | Improvement Area #1 | Lot Type Residential | ONE | 151 | | $1,255.31 | $142.88 | $1,398.19 |
| 455643 | Improvement Area #1 | Lot Type Residential | ONE | 152 | | $1,255.31 | $142.88 | $1,398.19 |
| 455644 | Improvement Area #1 | Lot Type Residential | ONE | 153 | | $1,255.31 | $142.88 | $1,398.19 |
| 455645 | Improvement Area #1 | Lot Type Residential | ONE | 154 | | $1,255.31 | $142.88 | $1,398.19 |
| 455646 | Improvement Area #1 | Lot Type Residential | ONE | 155 | | $1,255.31 | $142.88 | $1,398.19 |
| 455647 | Improvement Area #1 | Lot Type Residential | ONE | 156 | | $1,255.31 | $142.88 | $1,398.19 |
| 455648 | Improvement Area #1 | Lot Type Residential | ONE | 157 | | $1,255.31 | $142.88 | $1,398.19 |
| 455649 | Improvement Area #1 | Lot Type Residential | ONE | 158 | | $1,255.31 | $142.88 | $1,398.19 |
| 455650 | Improvement Area #1 | Lot Type Residential | ONE | 159 | | $1,255.31 | $142.88 | $1,398.19 |
| 455651 | Improvement Area #1 | Lot Type Residential | ONE | 160 | | $1,255.31 | $142.88 | $1,398.19 |
| 455652 | Improvement Area #1 | Lot Type Residential | ONE | 161 | | $1,255.31 | $142.88 | $1,398.19 |
| 455653 | Improvement Area #1 | Lot Type Residential | ONE | 162 | | $1,255.31 | $142.88 | $1,398.19 |
| 455654 | Improvement Area #1 | Lot Type Residential | ONE | 163 | | $1,255.31 | $142.88 | $1,398.19 |
| 455655 | Improvement Area #1 | Lot Type Residential | ONE | 164 | | $1,255.31 | $142.88 | $1,398.19 |
| 455656 | Improvement Area #1 | Lot Type Residential | ONE | 165 | | $1,255.31 | $142.88 | $1,398.19 |
| 455657 | Improvement Area #1 | Lot Type Residential | ONE | 166 | | $1,255.31 | $142.88 | $1,398.19 |
| 455658 | Improvement Area #1 | Lot Type Residential | ONE | 167 | | $1,255.31 | $142.88 | $1,398.19 |
| 455659 | Improvement Area #1 | Non-Benefited Property | ONE | Common Areas & Drain Ditch | | $0.00 | $0.00 | $0.00 |
| 455875 | Improvement Area #1 | Non-Benefited Property | ONE | Anchor Tract | | $0.00 | $0.00 | $0.00 |
| **Total[d]** | | | | | | **$209,637.32** | **$23,861.00** | **$233,498.32** |

**Footnotes**

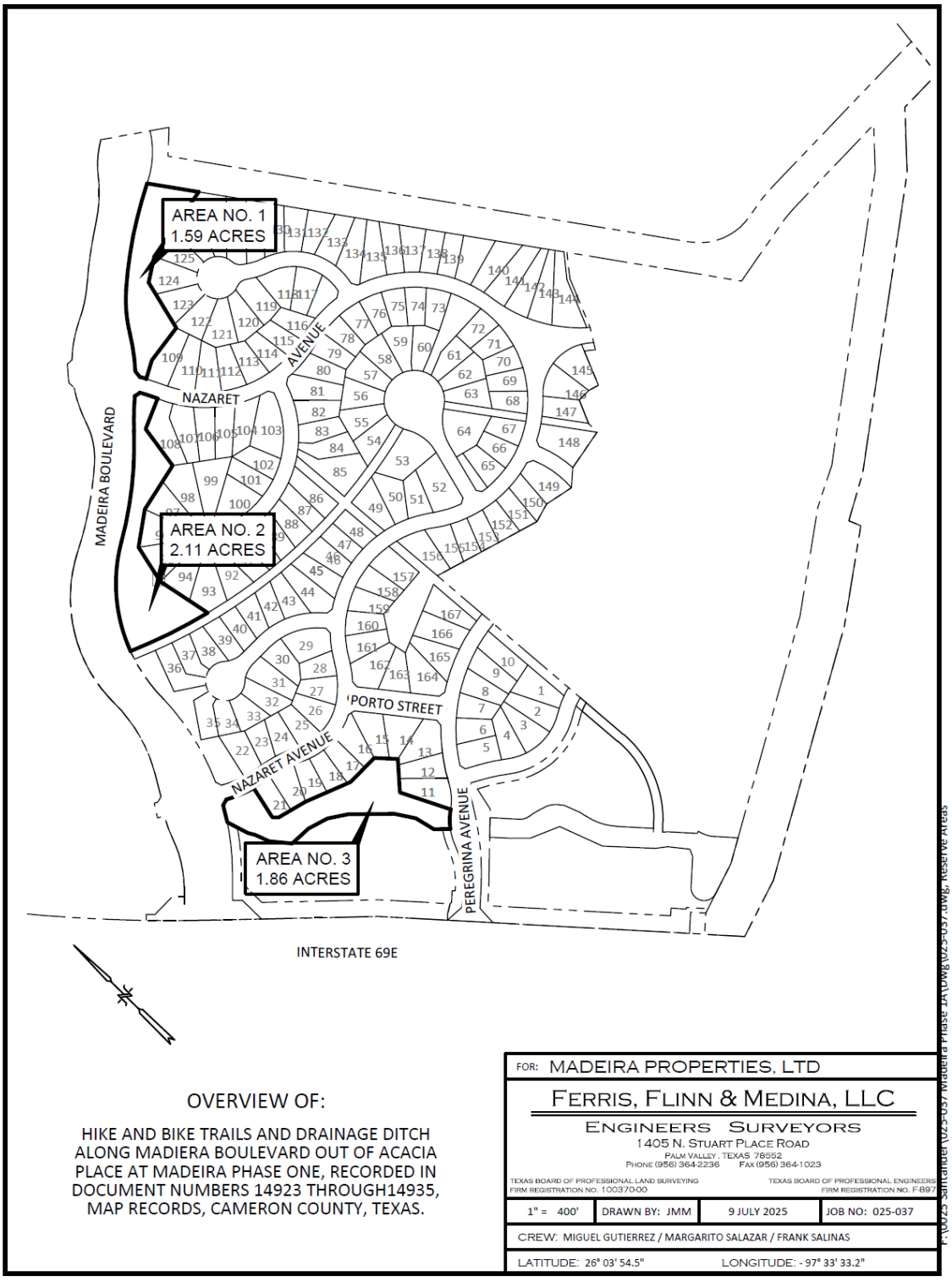
[a] As provided by the Cameron Appraisal District.

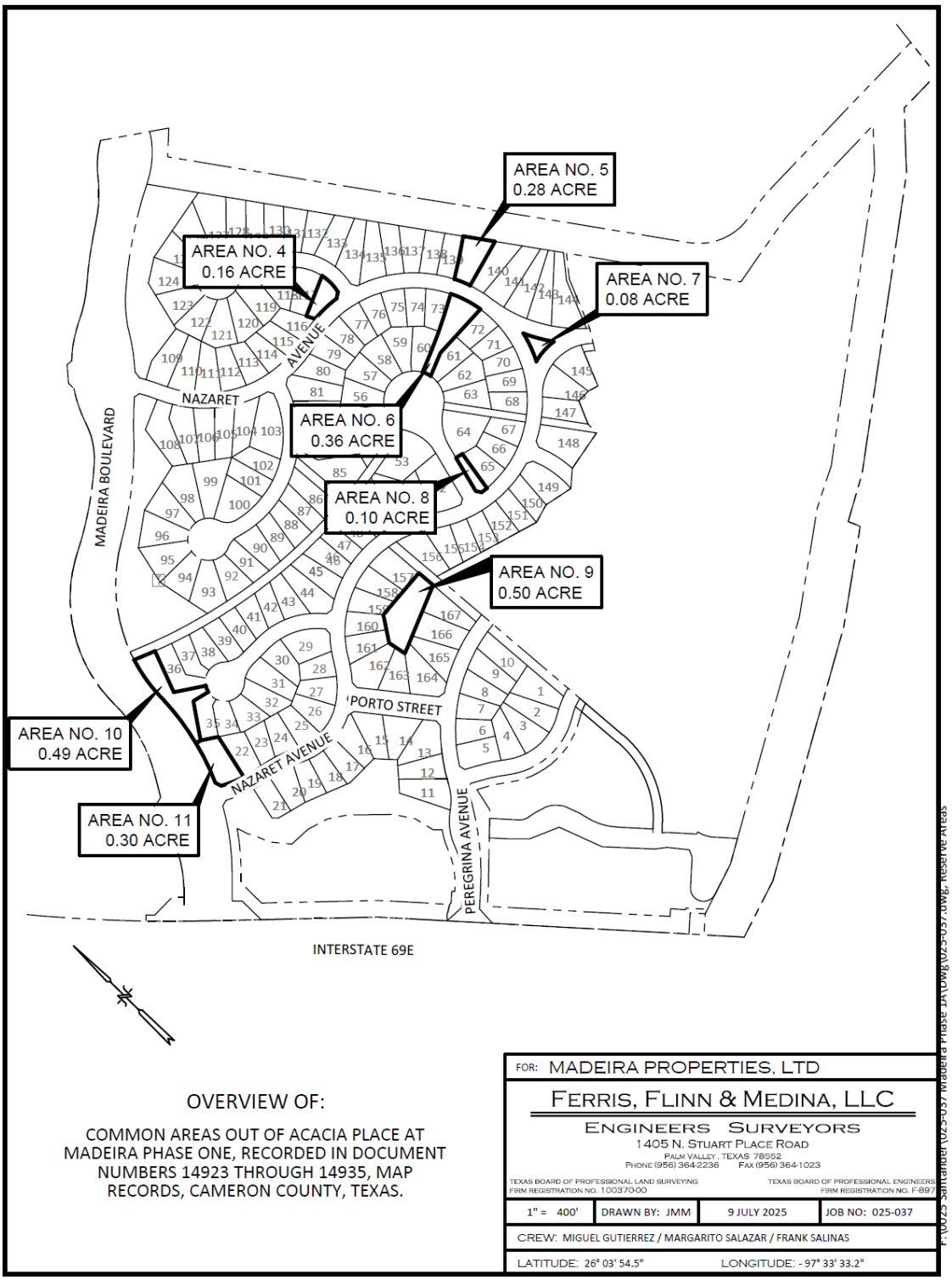
[b] For billing purposes, the Annual Collection Costs portion of the Annual Installment due 1/31/2027 shall be allocated to the Property IDs based on the ratio of the O&M Assessment on each Parcel as compared to the total O&M Assessment of the District.

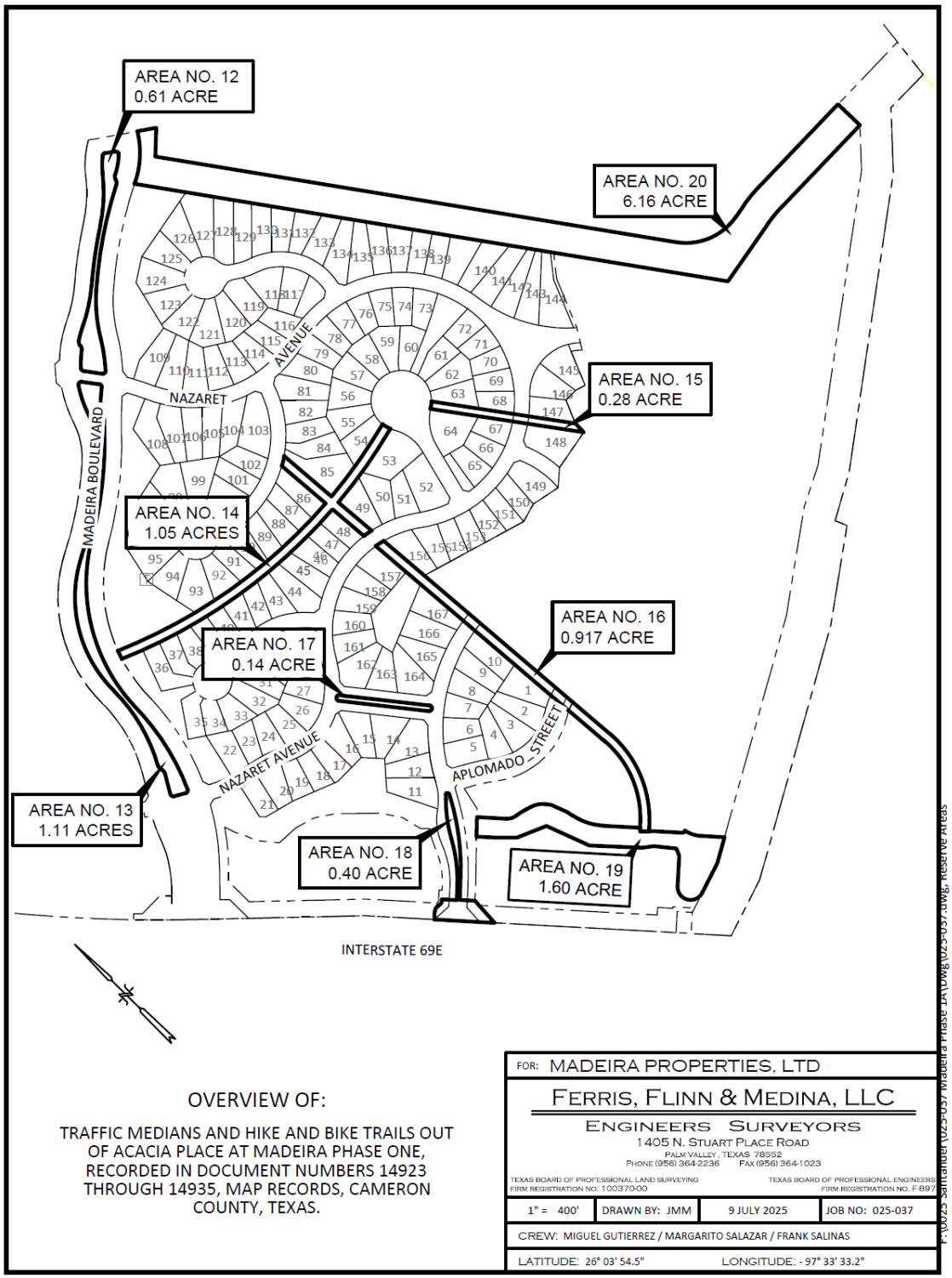
[c] Property located entirely outside of Improvement Area #1 and anticipated to be developed as one or more future improvement areas.

[d] Totals may not sum due to rounding.

# EXHIBIT E – MAPS OF THE PUBLIC IMPROVEMENTS




AREA NO. 5
0.28 ACRE
AREA NO. 4
0.16 ACRE
AREA NO. 7
0.08 ACRE
AREA NO. 6
0.36 ACRE
AREA NO. 8
0.10 ACRE
AREA NO. 9
0.50 ACRE
AREA NO. 10
0.49 ACRE
AREA NO. 11
0.30 ACRE
MADEIRA BOULEVARD
NAZARET
AVENUE
PORTO STREET
NAZARET AVENUE
PEREGRINA AVENUE
INTERSTATE 69E
OVERVIEW OF:
COMMON AREAS OUT OF ACACIA PLACE AT MADEIRA PHASE ONE, RECORDED IN DOCUMENT NUMBERS 14923 THROUGH 14935, MAP RECORDS, CAMERON COUNTY, TEXAS.
FOR: MADEIRA PROPERTIES, LTD
FERRIS, FLINN & MEDINA, LLC
ENGINEERS SURVEYORS
1405 N. STUART PLACE ROAD
PALM VALLEY, TEXAS 78552
PHONE (956) 364-2236 FAX (956) 364-1023
TEXAS BOARD OF PROFESSIONAL LAND SURVEYING FIRM REGISTRATION NO. 100370-00
TEXAS BOARD OF PROFESSIONAL ENGINEERS FIRM REGISTRATION NO. F-897
1" = 400'
DRAWN BY: JMM
9 JULY 2025
JOB NO: 025-037
CREW: MIGUEL GUTIERREZ / MARGARITO SALAZAR / FRANK SALINAS
LATITUDE: 26° 03' 54.5"
LONGITUDE: - 97° 33' 33.2"
F:\025 Santander\025-037 Madeira Phase 1A\Dwg\025-037.dwg, Reserve Areas




OVERVIEW OF:

TRAFFIC MEDIANS AND HIKE AND BIKE TRAILS OUT OF ACACIA PLACE AT MADEIRA PHASE ONE, RECORDED IN DOCUMENT NUMBERS 14923 THROUGH 14935, MAP RECORDS, CAMERON COUNTY, TEXAS.

FOR: MADEIRA PROPERTIES, LTD

FERRIS, FLINN & MEDINA, LLC

ENGINEERS SURVEYORS

1405 N. STUART PLACE ROAD
PALM VALLEY, TEXAS 78552
PHONE (956) 364-2236 FAX (956) 364-1023

TEXAS BOARD OF PROFESSIONAL LAND SURVEYING FIRM REGISTRATION NO. 100370-00

TEXAS BOARD OF PROFESSIONAL ENGINEERS FIRM REGISTRATION NO. F-897

| 1" = 400' | DRAWN BY: JMM | 9 JULY 2025 | JOB NO: 025-037 |
|---|---|---|---|

CREW: MIGUEL GUTIERREZ / MARGARITO SALAZAR / FRANK SALINAS

LATITUDE: 26° 03' 54.5" LONGITUDE: - 97° 33' 33.2"

P:\025 Santander\025-037 Madeira Phase 2A\Dwg\025-037.dwg, Reserve Areas

FERRIS, FLINN & MEDINA, LLC

ENGINEERS SURVEYORS

18 February 2022

METES AND BOUNDS
1330.32 ACRES OUT OF SHARE 1, ESPIRITU SANTO GRANT

**BEING A 1330.32 ACRE TRACT** of land comprised of the following tracts:
TRACT 1) 1222.09 Acres out of a 1282.657 Acre Tract conveyed to Madeira Properties, Ltd, by deed filed 3 December 2002 and recorded in Volume 8551, Page 124, Official Records of Cameron County, Texas and
TRACT 2) 108.23 Acres conveyed as a 108.45 Acre Tract in Volume 10235, Page 167, Official Records, Cameron County, Texas; being out of Share 1, Espiritu Santo Grant, Cameron County, Texas; said 1330.32 Acres being more particularly described by metes and bounds as follows:

**COMMENCING** at the intersection of the East boundary of Share 1, being the same East line of what is commonly called the "Noriega Tract" and the South Right of way of State Highway 100 (Having 138 Feet of Right of way) and being on the West boundary of Block 63, San Carlos Estates recorded in Volume 8, Page 37, Map Records of Cameron County, Texas from which a 1/2 inch iron rod found bears South 53 Deg. 19 Min. 05 Sec. West a distance of 1.76 feet, for the Northeast corner and **POINT OF BEGINNING** of the tract herein described; (Having Coordinate values of X = 1296926.3342 Y = 16554676.5889, based on the Texas State Plane Coordinate System, South Zone, NAD 83);

1) **THENCE** leaving the South Right of way of State Highway 100 and along the East boundary of Share 1, being the West boundary of San Carlos Estates, **South 07 Deg. 12 Min. 17 Sec. West** at a distance of 3500.00 feet pass the North corner of the 108.23 Acre Tract, at a distance of 3774.45 feet pass the Southeast corner of the 108.23 Acre Tract, a total distance of **7415.49 feet** (7415.70 feet-deed) to a point, for the Southeast corner of the tract herein described;

2) **THENCE South 89 Deg. 34 Min 17 Sec. West** a distance of **152.67 feet** to a point within the banks of a drain ditch, for a corner of the tract herein described;

3) **THENCE** within the banks of the existing drain ditch, **South 43 Deg. 29 Min. 49 Sec. West** a distance of **215.42 feet** to a point, for a corner of the tract herein described;

4) **THENCE** continuing within the banks of the existing drain ditch, **South 53 Deg. 57 Min. 13 Sec. West** a distance of **1000.60 feet** to a point, for a corner of the tract herein described;

5) **THENCE** continuing within the banks of the existing drain ditch, **South 61 Deg. 28 Min. 34 Sec. West** a distance of **168.16 feet** to a point, for a corner of the tract herein described;

6) **THENCE** continuing within the banks of the existing drain ditch, **South 22 Deg. 47 Min. 53 Sec. East** a distance of **42.18 feet** to a point from which an iron rod found bears North 76 Deg. 40 Min. 02 Sec. West a distance of 1.19 feet and being the North corner of a 43.66 Acre Tract conveyed to the Board of Trustees of the South Texas Independent School District and recorded in /volume 18354, Page 47, Official Records of Cameron County, Texas, for a corner of the tract herein described;

7) **THENCE** along the approximate south bank of the existing drain ditch, **South 54 Deg. 49 Min. 28 Sec. West** a distance of **335.66 feet** to a point from which an iron rod found bears North 71 Deg. 53 Min. 02 Sec. West a distance of 1.17 feet, for a corner of the tract herein described;

8) **THENCE South 61 Deg. 09 Min. 03 Sec. West** a distance of **873.22 feet** to a point from which an iron rod found bears North 82 Deg. 37 Min. 23 Sec. West a distance of 1.08 feet, for a corner of the tract herein described;

9) **THENCE South 72 Deg. 31 Min. 03 Sec. West** a distance of **207.72 feet** to a point from which an iron rod found bears North 6 Deg. 04 Min. 29 Sec. West a distance of 0.40 feet and being on the East Right of way of Interstate 69 (U.S. Expressway 77/83), for the South corner of the tract herein described;

10) **THENCE** along the East Right of way of Interstate 69 (U.S. Expressway 77/83), **North 41 Deg. 19 Min. 56 Sec. West** a distance of **1213.45 feet** to a 1/2 inch iron rod with plastic cap stamped MEDINA 5719 found, for a corner of the tract herein described;

11) **THENCE** continuing along the East Right of way of Interstate 69 (U.S. Expressway 77/83), **North 45 Deg. 43 Min. 57 Sec. West** a distance of **561.67 feet** to a 1/2 inch iron rod with plastic cap stamped MEDINA 5719 found at the Point of Curvature of a curve to the right, for an angle point of the tract herein described;

12) **THENCE** continuing along the East Right of way of Interstate 69 (U.S. Expressway 77/83) and along said curve to the right, having a Radius of 5280.00 feet, **an Arc Length of 770.48 feet**, through a central angle of 08 Deg. 21 Min. 39 Sec., with a Chord Bearing of North 41 Deg. 33 Min. 09 Sec. West and a Chord Distance of 769.79 feet to a 1/2 inch iron rod with plastic cap stamped MEDINA 5719 found, for the Point of Tangency of said curve to the right and an angle point of the tract herein described;

13) **THENCE** continuing along the East Right of way of Interstate 69 (U.S. Expressway 77/83), **North 37 Deg. 22 Min. 17 Sec. West** a distance of **1365.57 feet** to a 1/2 inch iron rod with plastic cap stamped MEDINA 5719 found, for a corner of the tract herein described;

14) **THENCE** continuing along the East Right of way of Interstate 69 (U.S. Expressway 77/83), **North 32 Deg. 15 Min. 22 Sec. West** a distance of **683.57 feet** to a 1/2 inch iron rod with plastic cap stamped MEDINA 5719 found, for a corner of the tract herein described;



1405 North Stuart Place Road • Palm Valley, Texas 78552 • (956) 364-2236 • Fax (956) 364-1023
TBPE Firm Reg. No. F-897 • TBPLS Firm Reg. No. 100-370-00 • www.ferrisandflinn.com

15) **THENCE** continuing along the East Right of way of Interstate 69 (U.S. Expressway 77/83), **North 27 Deg. 51 Min. 22 Sec. West** a distance of **1303.46 feet** to an iron rod found, for a corner of the tract herein described;

16) **THENCE** continuing along the East Right of way of Interstate 69 (U.S. Expressway 77/83), **North 32 Deg. 15 Min. 22 Sec. West** a distance of **1400.00 feet** to a 1/2 inch iron rod with plastic cap stamped MEDINA 5719 found, for a corner of the tract herein described;

17) **THENCE** continuing along the East Right of way of Interstate 69 (U.S. Expressway 77/83), **North 36 Deg. 51 Min. 27 Sec. West** a distance of **1246.62 feet** to a 1/2 inch iron rod with plastic cap stamped MEDINA 5719 found, for a corner of the tract herein described;

18) **THENCE** continuing along the East Right of way of Interstate 69 (U.S. Expressway 77/83), **North 32 Deg. 15 Min. 22 Sec. West** a distance of **2053.37 feet** to a 1/2 inch iron rod with plastic cap stamped MEDINA 5719 found, for a corner of the tract herein described;

19) **THENCE** continuing along the East Right of way of Interstate 69 (U.S. Expressway 77/83), **North 27 Deg. 26 Min. 42 Sec. West** a distance of **956.68 feet** to a 1/2 inch iron rod with plastic cap stamped MEDINA 5719 found, for a corner of the tract herein described;

20) **THENCE** continuing along the East Right of way of Interstate 69 (U.S. Expressway 77/83), **North 32 Deg. 14 Min. 52 Sec. West** a distance of **380.82 feet** to a 1/2 inch iron rod with plastic cap stamped MEDINA 5719 found, for a corner of the tract herein described;

21) **THENCE** along the corner clip of State Highway 100 (Having a Varying Right of way Width), **North 27 Deg. 44 Min. 38 Sec. East** a distance of **184.12 feet** to a 1/2 inch iron rod with plastic cap stamped MEDINA 5719 found, for a corner of the tract herein described;

22) **THENCE** along the South Right of way of State Highway 100, **North 89 Deg.22 Min. 38 Sec. East** a distance of **93.70 feet** to a 1/2 inch iron rod with plastic cap stamped MEDINA 5719 found, for a corner of the tract herein described;

23) **THENCE** continuing along the South Right of way of State Highway 100, **South 84 Deg. 00 Min. 11 Sec. East** a distance of **2204.07 feet** to a point, for a corner of the tract herein described;

24) **THENCE** continuing along the South Right of way of State Highway 100, **South 05 Deg. 59 Min. 49 Sec. West** a distance of **10.00 feet** to a bent 1/2 inch iron rod found, for a corner of the tract herein described;

25) **THENCE** continuing along the South Right of way of State Highway 100, **South 84 Deg. 00 Min. 11 Sec. East** a distance of **2200.00 feet** to a 1/2 inch iron rod with plastic cap stamped MEDINA 5719 found, for a corner of the tract herein described;

26) **THENCE** continuing along the South Right of way of State Highway 100, **North 05 Deg. 59 Min. 49 Sec. East** a distance of **10.00 feet** to a 1/2 inch iron rod with plastic cap stamped MEDINA 5719 found, for a corner of the tract herein described;

27) **THENCE** continuing along the South Right of way of State Highway 100, **South 84 Deg. 00 Min. 11 Sec. East,** at a distance of 0.43 feet pass a 1/2 inch iron rod found, a total distance of **1799.90 feet** to a 1/2 inch iron rod with plastic cap stamped MEDINA 5719 found, for a corner of the tract herein described;

28) **THENCE** continuing along the South Right of way of State Highway 100, **South 78 Deg. 17 Min. 33 Sec. East** a distance of **100.50 feet** to a 1/2 inch iron rod with plastic cap stamped MEDINA 5719 found, for a corner of the tract herein described;

29) **THENCE** continuing along the South Right of way of State Highway 100, **South 84 Deg. 00 Min. 11 Sec. East** a distance of **100.00 feet** to a point, for a corner of the tract herein described;

30) **THENCE** continuing along the South Right of way of State Highway 100, **South 89 Deg. 42 Min. 49 Sec. East** a distance of **100.50 feet** to a point, for a corner of the tract herein described;

31) **THENCE** continuing along the South Right of way of State Highway 100, **South 84 Deg. 00 Min. 11 Sec. East** a distance of **3114.17 feet** to a 1/2 inch iron rod with plastic cap stamped MEDINA 5719 found on the West boundary of a 14.01 Acre Tract recorded in Volume 22427, Page 126, Official Records of Cameron County, Texas, for a corner of the tract herein described;

32) **THENCE** leaving the South Right of way of State Highway 100 and along the West boundary of the 14.01 Acre Tract, **South 07 Deg. 12 Min. 40 Sec. West** a distance of **380.26 feet** to a 1/2 inch iron rod with plastic cap stamped MEDINA 5719 found, for a corner of the tract herein described;

33) **THENCE** continuing along the boundary of the 14.01 Acre Tract, **North 84 Deg. 00 Min 20 Sec. West** a distance of **243.20 feet** to a 1/2 inch iron rod with plastic cap stamped MEDINA 5719 found, for a corner of the tract herein described;

34) **THENCE** continuing along the West boundary of the 14.01 Acre Tract, **South 07 Deg. 12 Min. 17 Sec. West** a distance of **1150.36 Feet** to a 1/2 inch iron rod with plastic cap stamped MEDINA 5719 found, for a corner of the tract herein described;

35) **THENCE** along the South boundary of the 14.01 Acre Tract, **South 82 Deg. 47 Min. 43 Sec. East** a distance of **511.11 feet** to a 1/2 inch iron rod with plastic cap stamped MEDINA 5719 found, for a corner of the tract herein described;

36) **THENCE** along the East boundary of the 14.01 Acre Tract, **North 07 Deg. 12 Min. 17 Sec. East** a distance of **1161.15 Feet** to a 1/2 inch iron rod with plastic cap stamped MEDINA 57119 found on the South boundary of a 3.0 Acre Tract recorded in Volume 303, Page 238, Deed Records, Cameron County, Texas, for a corner of the tract herein described;

37) **THENCE** along the boundary of the 3.0 Acre Tract, **South 84 Deg. 00 Min. 20 Sec. East** a distance of **110.03 Feet** to a point, for a corner of the tract herein described;

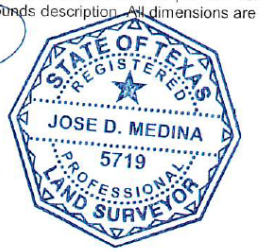
38) **THENCE** continuing along the East boundary of the 3.0 Acre Tract, **North 07 Deg. 12 Min. 17 Sec. East** a distance of **380.25 feet** to point on the South Right of way of State Highway 100, for a corner of the tract herein described;

39) **THENCE** along the South Right of way of State Highway 100, **South 84 Deg. 00 Min. 11 Sec. East** a distance of **40.00 feet** to the **POINT OF BEGINNING** and containing 1330.32 Acres of land within these metes and bounds.

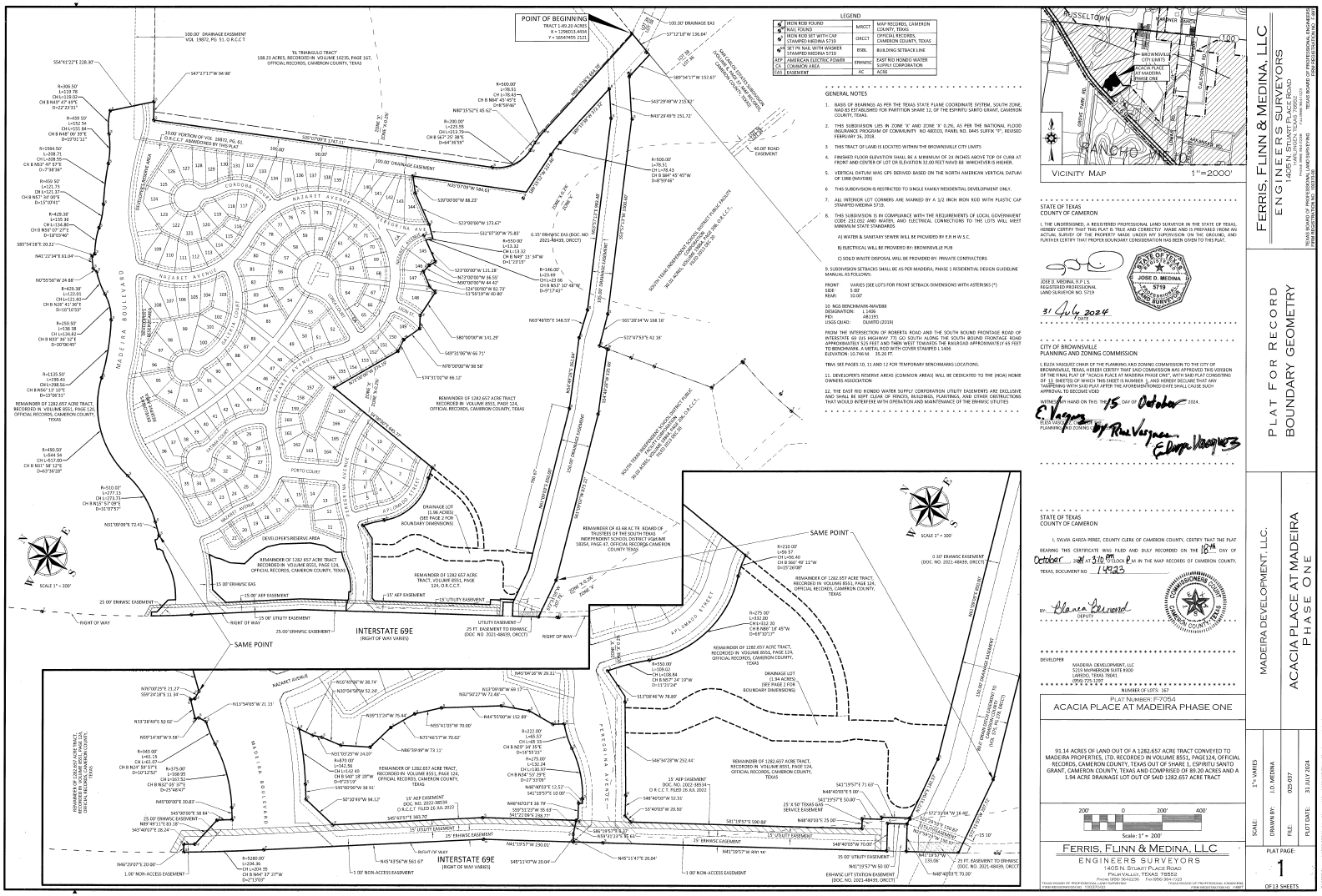
Basis of bearings on this metes and bounds are as per the Texas State Plane Coordinate System, South Zone, NAD 83. A plat of survey accompanies this metes and bounds description. All dimensions are in feet and decimals thereof.

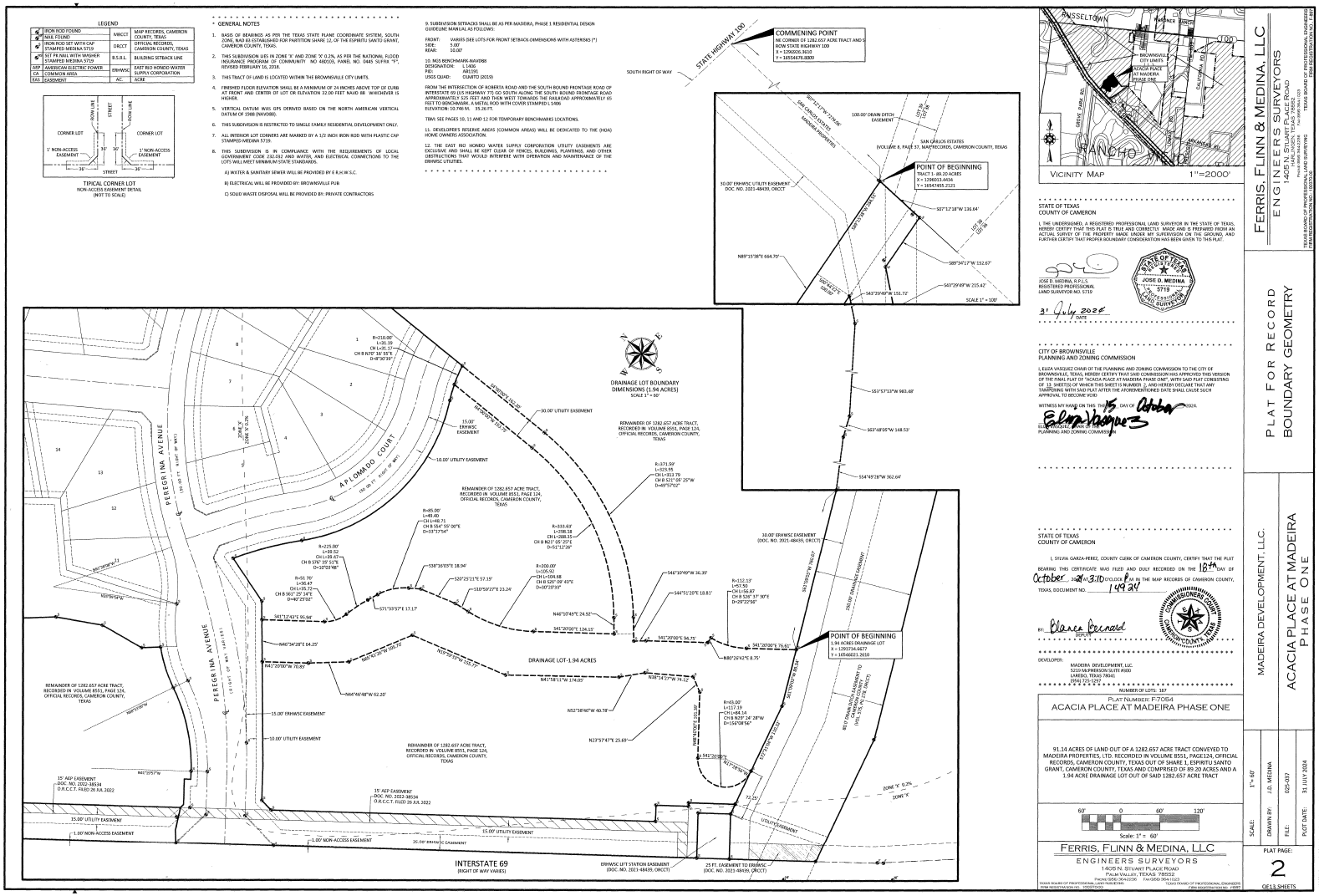
Jose D. Medina, R.P.L.S.
Registered Professional
Land Surveyor No. 5719

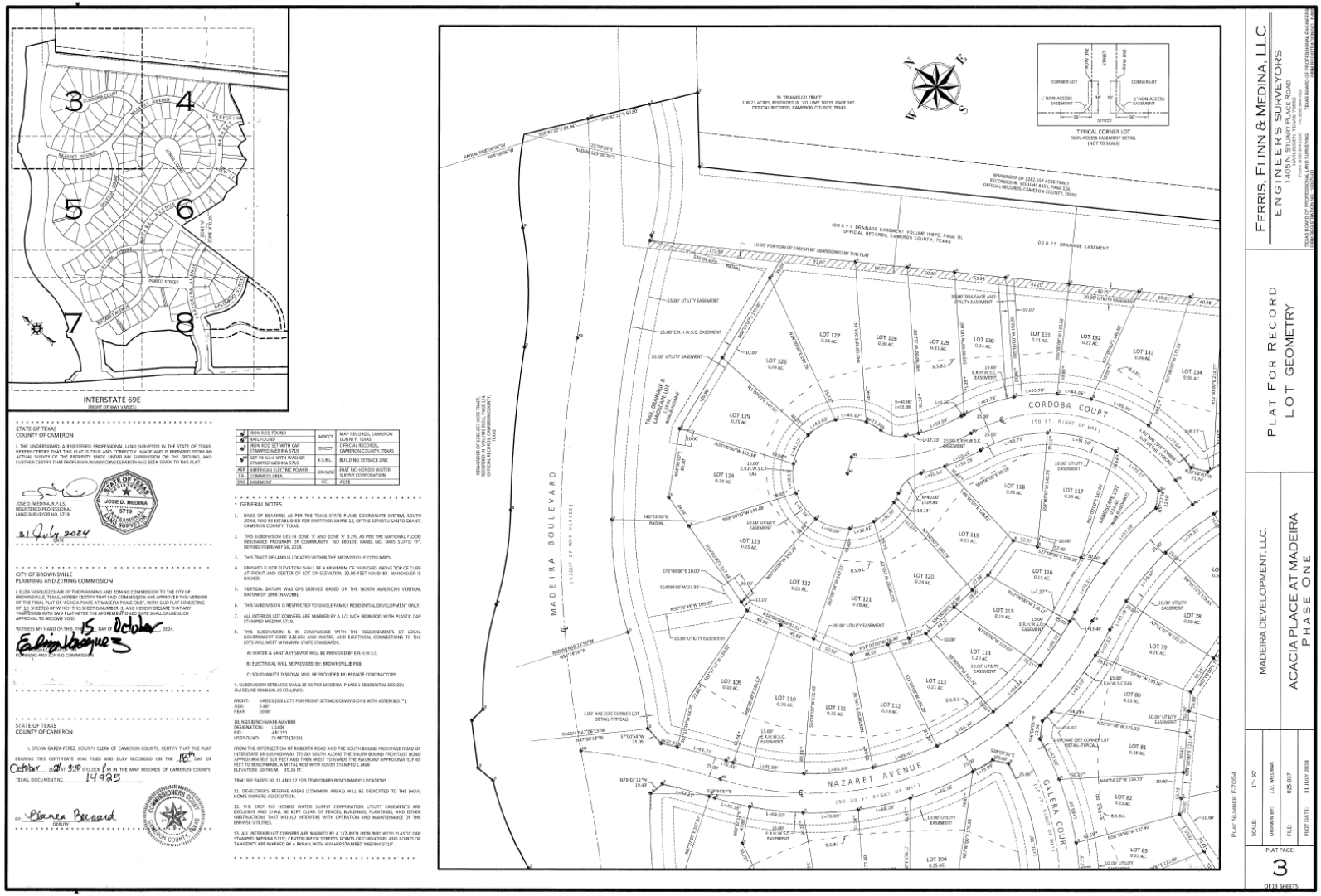
18 February 2022
Date

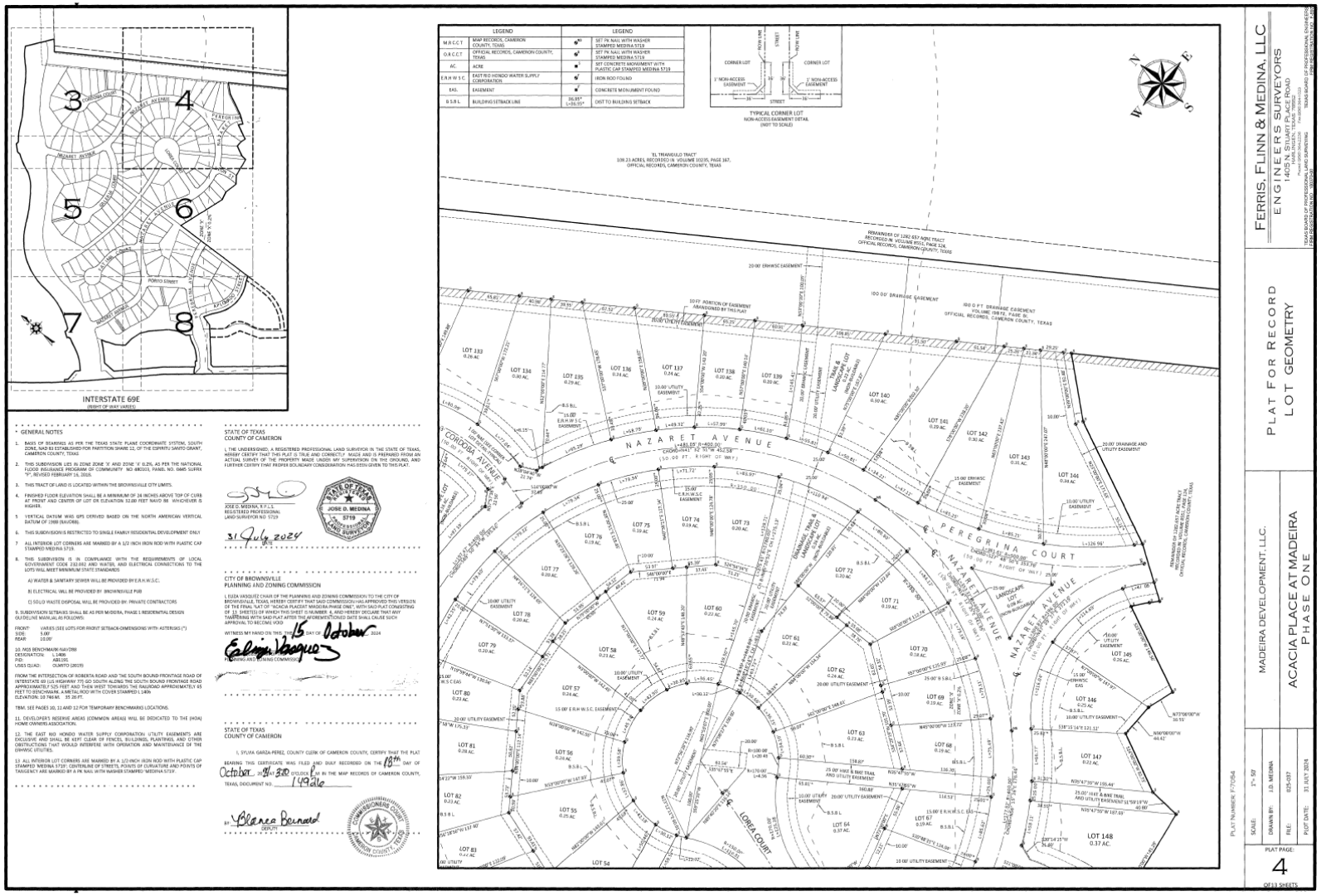


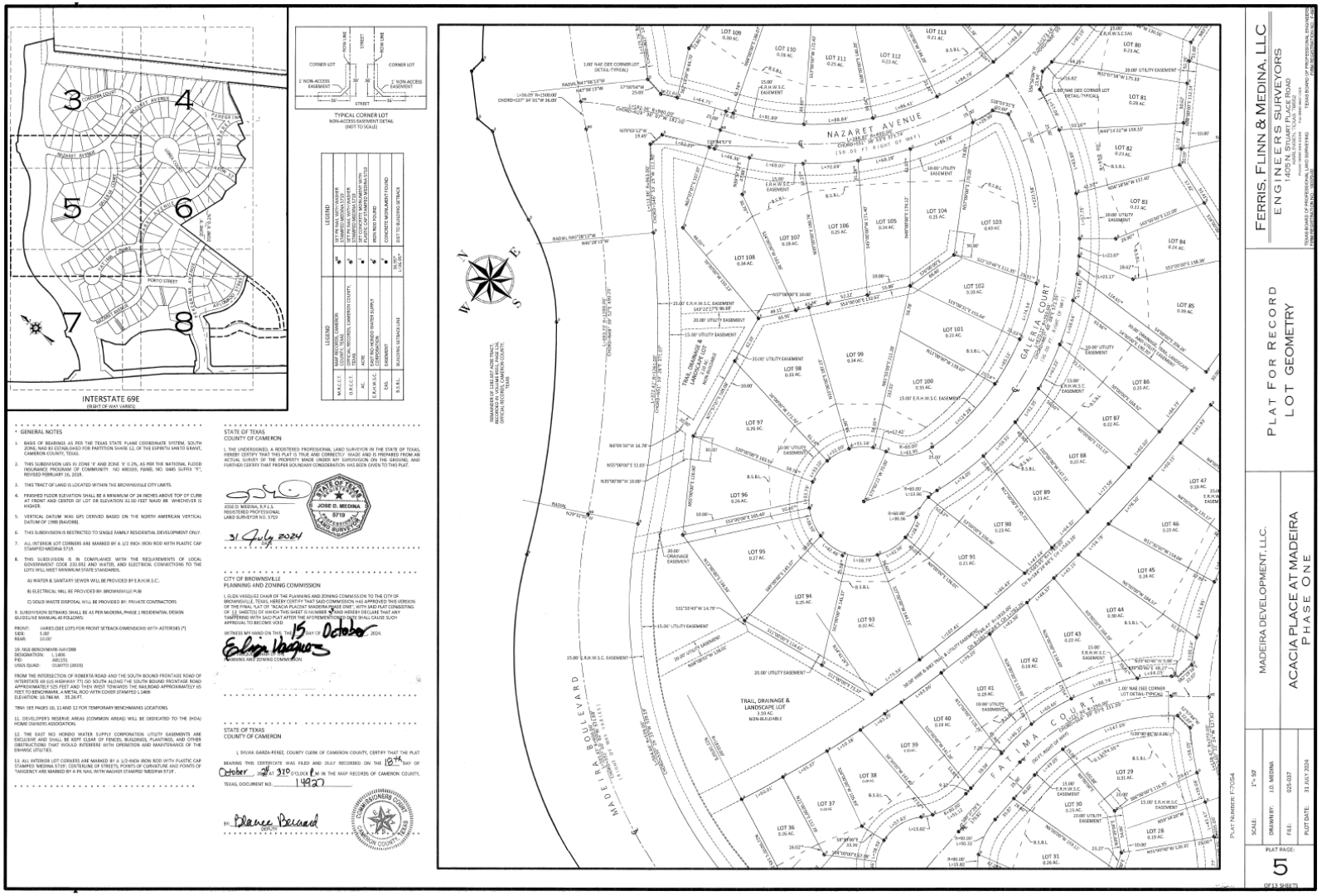
# EXHIBIT G – IMPROVEMENT AREA #1 FINAL PLAT

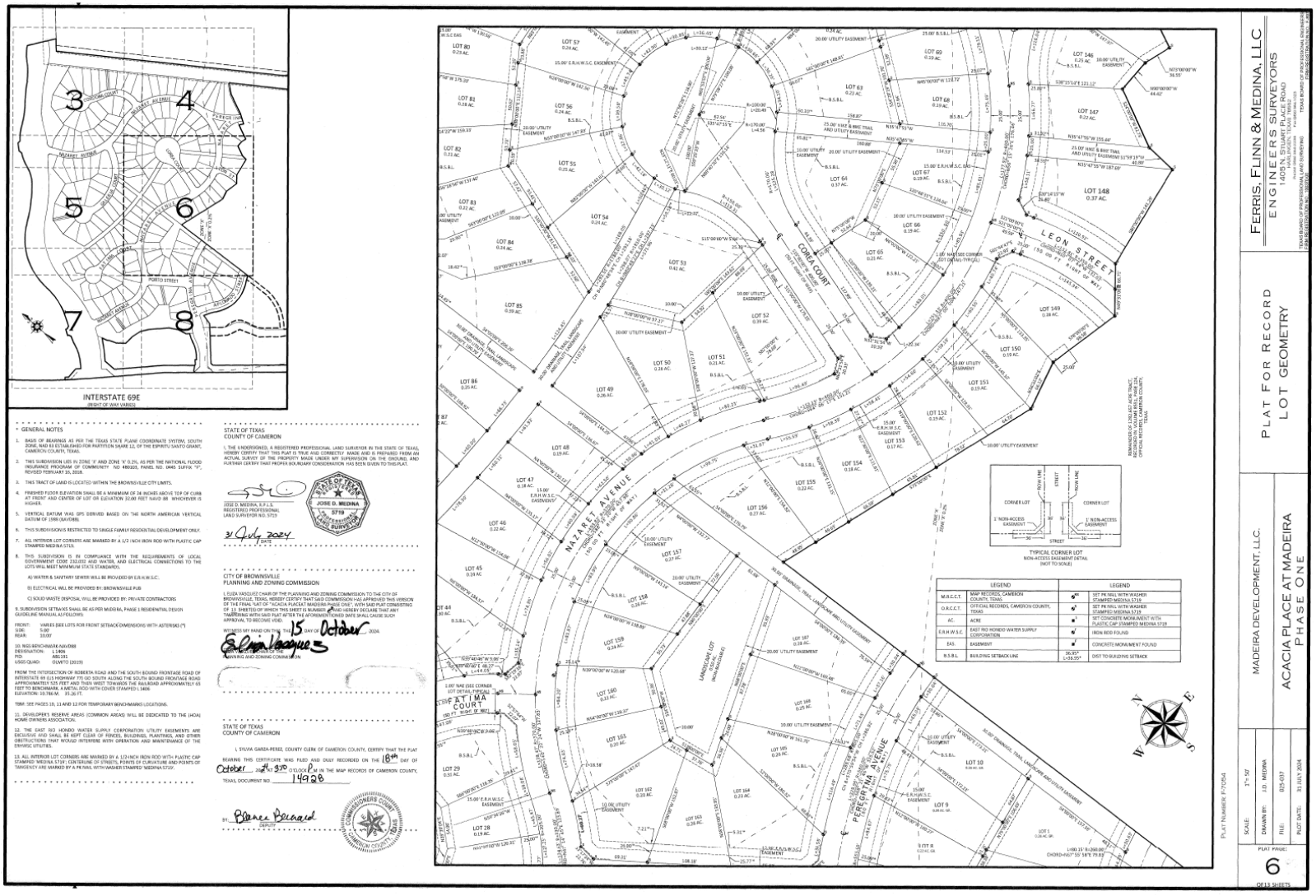



LEGEND
IRON ROD FOUND
NAIL FOUND
IRON ROD SET WITH CAP STAMPED MEDINA 5719
SET PK NAIL WITH WASHER STAMPED MEDINA 5719
AEP AMERICAN ELECTRIC POWER
CA COMMON AREA
ESMT EASEMENT
MRCCT MAP RECORDS, CAMERON COUNTY, TEXAS
ORCCT OFFICIAL RECORDS, CAMERON COUNTY, TEXAS
B.S.B.L. BUILDING SETBACK LINE
ERHWSC EAST RIO HONDO WATER SUPPLY CORPORATION
AC ACRE
ROW LINE
STREET
CORNER LOT
1' NON-ACCESS EASEMENT
TIPICAL CORNER LOT
NON-ACCESS EASEMENT DETAIL
(NOT TO SCALE)
GENERAL NOTES
1. BASIS OF BEARINGS AS PER THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD 83 ESTABLISHED FOR PARTITION SHARE 12, OF THE ESPIRITU SANTO GRANT, CAMERON COUNTY, TEXAS.
2. THIS SUBDIVISION LIES IN ZONE 'X' AND ZONE 'X' 0.2%, AS PER THE NATIONAL FLOOD INSURANCE PROGRAM OF COMMUNITY NO 480103, PANEL NO. 0445 SUFFIX "F", REVISED FEBRUARY 16, 2018.
3. THIS TRACT OF LAND IS LOCATED WITHIN THE BROWNSVILLE CITY LIMITS.
4. FINISHED FLOOR ELEVATION SHALL BE A MINIMUM OF 24 INCHES ABOVE TOP OF CURB AT FRONT AND CENTER OF LOT OR ELEVATION 32.00 FEET NAVD 88 WHICHEVER IS HIGHER.
5. VERTICAL DATUM WAS GPS DERIVED BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).
6. THIS SUBDIVISION IS RESTRICTED TO SINGLE FAMILY RESIDENTIAL DEVELOPMENT ONLY.
7. ALL INTERIOR LOT CORNERS ARE MARKED BY A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED MEDINA 5719.
8. THIS SUBDIVISION IS IN COMPLIANCE WITH THE REQUIREMENTS OF LOCAL GOVERNMENT CODE 232.032 AND WATER, AND ELECTRICAL CONNECTIONS TO THE LOTS WILL MEET MINIMUM STATE STANDARDS.
A) WATER & SANITARY SEWER WILL BE PROVIDED BY E R.H.W.S.C.
B) ELECTRICAL WILL BE PROVIDED BY: BROWNSVILLE PUB
C) SOLID WASTE DISPOSAL WILL BE PROVIDED BY: PRIVATE CONTRACTORS
9. SUBDIVISION SETBACKS SHALL BE AS PER MADEIRA, PHASE 1 RESIDENTIAL DESIGN GUIDELINE MANUAL AS FOLLOWS:
FRONT: VARIES (SEE LOTS FOR FRONT SETBACK DIMENSIONS WITH ASTERISKS (*)
SIDE: 5.00'
REAR: 10.00'
10. NGS BENCHMARK AV4598
DESIGNATION: L 5400
PID: AB5195
USGS QUAD: CLAVITO (2019)
FROM THE INTERSECTION OF ROBERTA ROAD AND THE SOUTH BOUND FRONTAGE ROAD OF INTERSTATE 69 (US HIGHWAY 77) GO SOUTH ALONG THE SOUTH BOUND FRONTAGE ROAD APPROXIMATELY 525 FEET AND THEN WEST TOWARDS THE RAILROAD APPROXIMATELY 65 FEET TO BENCHMARK. A METAL ROD WITH COVER STAMPED L 5400
ELEVATION: 30.746 Ft. 35.20 FT.
TBM: SEE PAGES 10, 11 AND 12 FOR TEMPORARY BENCHMARKS LOCATIONS.
11. DEVELOPER'S RESERVE AREAS (COMMON AREAS) WILL BE DEDICATED TO THE (HOA) HOME OWNERS ASSOCIATION.
12. THE EAST RIO HONDO WATER SUPPLY CORPORATION UTILITY EASEMENTS ARE EXCLUSIVE AND SHALL BE KEPT CLEAR OF FENCES, BUILDING, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH OPERATION AND MAINTENANCE OF THE ERHWSC UTILITIES.
STATE HIGHWAY 100
SOUTH RIGHT OF WAY
COMMENING POINT
NE CORNER OF 1282.657 ACRE TRACT AND S ROW STATE HIGHWAY 100
X = 1290035.3010
Y = 16554476.8009
POINT OF BEGINNING
TRACT 1- 89.20 ACRES
X = 1290013.4454
Y = 16547455.2121
SAN CARLOS ESTATES
(VOLUME 8, PAGE 37, MAPRECORDS, CAMERON COUNTY, TEXAS
100.00' DRAIN DITCH EASEMENT
10.00' ERHWSC UTILITY EASEMENT DOC. NO. 2021-48439, ORCCT
LOT 2A
LOT 2B
SCALE 1" = 100'
DRAINAGE LOT BOUNDARY DIMENSIONS (1.94 ACRES)
SCALE 1" = 60'
REMAINDER OF 1282.657 ACRE TRACT, RECORDED IN VOLUME 8551, PAGE 124, OFFICIAL RECORDS, CAMERON COUNTY, TEXAS
REMAINDER OF 1282.657 ACRE TRACT, RECORDED IN VOLUME 8551, PAGE 124, OFFICIAL RECORDS, CAMERON COUNTY, TEXAS
DRAINAGE LOT-1.94 ACRES
PEREGRINA AVENUE
APLOMADO COURT
15.00' ERHWSC EASEMENT
10.00' UTILITY EASEMENT
30.00' UTILITY EASEMENT
30.00' ERHWSC EASEMENT (DOC. NO. 2021-48439, ORCCT)
POINT OF BEGINNING
1.94 ACRES DRAINAGE LOT
X = 1290734.6427
Y = 16546021.2610
15' AEP EASEMENT DOC. NO. 2022-38534 O.R.C.C.T. FILED 26 JUL 2022
1.00' NON-ACCESS EASEMENT
25.00' ERHWSC EASEMENT
INTERSTATE 69
(RIGHT OF WAY VARIES)
ERHWSC LIFT STATION EASEMENT (DOC. NO. 2021-48439, ORCCT)
25 FT. EASEMENT TO ERHWSC (DOC. NO. 2021-48439, ORCCT)
ZONE "X" 0.2%
ZONE "X"
VICINITY MAP
1"=2000'
RANCHO VIEJO
BROWNSVILLE CITY LIMITS
ACACIA PLACE AT MADEIRA PHASE ONE
STATE OF TEXAS
COUNTY OF CAMERON
I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND FURTHER CERTIFY THAT PROPER BOUNDARY CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.
JOSE D. MEDINA, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5719
STATE OF TEXAS
JOSE D. MEDINA
5719
REGISTERED PROFESSIONAL LAND SURVEYOR
31 July 2024
DATE
CITY OF BROWNSVILLE
PLANNING AND ZONING COMMISSION
I, ELIZA VASQUEZ CHAIR OF THE PLANNING AND ZONING COMMISSION TO THE CITY OF BROWNSVILLE, TEXAS, HEREBY CERTIFY THAT SAID COMMISSION HAS APPROVED THIS VERSION OF THE FINAL PLAT OF "ACACIA PLACE AT MADEIRA PHASE ONE", WITH SAID PLAT CONSISTING OF 13 SHEETS (A OF WHICH THIS SHEET IS NUMBER 2), AND HEREBY DECLARE THAT ANY TAMPERING WITH SAID PLAT AFTER THE APOREMENTIONED DATE SHALL CAUSE SUCH APPROVAL TO BECOME VOID
WITNESS MY HAND ON THIS THE 15 DAY OF October 2024.
ELIZA VASQUEZ, CHAIR OF THE PLANNING AND ZONING COMMISSION
STATE OF TEXAS
COUNTY OF CAMERON
I, SYLVIA GARZA-PEREZ, COUNTY CLERK OF CAMERON COUNTY, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED AND DULY RECORDED ON THE 18th DAY OF October 2024 AT 3:10 O'CLOCK P.M. IN THE MAP RECORDS OF CAMERON COUNTY, TEXAS, DOCUMENT NO. 149 24
BY: Blanca Bernal DEPUTY
DEVELOPER:
MADEIRA DEVELOPMENT, LLC.
5210 McPHERSON SUITE #300
LAREDO, TEXAS 78041
(956) 725-5247
NUMBER OF LOTS: 107
PLAT NUMBER: F-7064
ACACIA PLACE AT MADEIRA PHASE ONE
91.14 ACRES OF LAND OUT OF A 1282.657 ACRE TRACT CONVEYED TO MADEIRA PROPERTIES, LTD. RECORDED IN VOLUME 8551, PAGE124, OFFICIAL RECORDS, CAMERON COUNTY, TEXAS OUT OF SHARE 1, ESPIRITU SANTO GRANT, CAMERON COUNTY, TEXAS AND COMPRISED OF 89.20 ACRES AND A 1.94 ACRE DRAINAGE LOT OUT OF SAID 1282.657 ACRE TRACT
60' 0 60' 120'
Scale: 1" = 60'
FERRIS, FLINN & MEDINA, LLC
ENGINEERS SURVEYORS
1405 N. STUART PLACE ROAD
PALM VALLEY, TEXAS 78552
PHONE (956) 504-0336 FAX (956) 504-1023
TEXAS BOARD OF PROFESSIONAL ENGINEERS FIRM REGISTRATION NO. 1000500
TEXAS BOARD OF PROFESSIONAL LAND SURVEYING FIRM REGISTRATION NO. 10018600
FERRIS, FLINN & MEDINA, LLC
ENGINEERS SURVEYORS
1405 N. STUART PLACE ROAD
PALM VALLEY, TEXAS 78552
PHONE (956) 504-0336 FAX (956) 504-1023
PLAT FOR RECORD
BOUNDARY GEOMETRY
MADEIRA DEVELOPMENT, LLC.
ACACIA PLACE AT MADEIRA
PHASE ONE
SCALE: 1" = 60'
DRAWN BY: J.D. MEDINA
FILE: 025-037
PLOT DATE: 31 JULY 2024
PLAT PAGE: 2
OF 13 SHEETS


INTERSTATE 69E
(RIGHT OF WAY VARIES)
MADEIRA BOULEVARD
(RIGHT OF WAY VARIES)
CORDOBA COURT
(50 FT. RIGHT OF WAY)
NAZARET AVENUE
(50.00 FT RIGHT OF WAY)
GALERA COURT
(50 FT RIGHT OF WAY)
PORTO STREET
TYPICAL CORNER LOT
NON-ACCESS EASEMENT DETAIL
(NOT TO SCALE)
STATE OF TEXAS
COUNTY OF CAMERON
JOSE D. MEDINA, R.P.L.S.
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5719
31 July 2024
CITY OF BROWNSVILLE
PLANNING AND ZONING COMMISSION
STATE OF TEXAS
COUNTY OF CAMERON
BEARING THIS CERTIFICATE WAS FILED AND DULY RECORDED ON THE 16th DAY OF
October
TEXAS, DOCUMENT NO. 14925
BY: Blanca Bernal
DEPUTY
GENERAL NOTES
1. BASIS OF BEARINGS AS PER THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD 83 ESTABLISHED FOR PARTITION SHARE 12, OF THE ESPIRITU SANTO GRANT, CAMERON COUNTY, TEXAS.
2. THIS SUBDIVISION LIES IN ZONE 'A' AND ZONE 'X' 0.2%, AS PER THE NATIONAL FLOOD INSURANCE PROGRAM OF COMMUNITY NO 480103, PANEL NO. 0445 SUFFIX "F", REVISED FEBRUARY 16, 2018.
3. THIS TRACT OF LAND IS LOCATED WITHIN THE BROWNSVILLE CITY LIMITS.
4. FINISHED FLOOR ELEVATION SHALL BE A MINIMUM OF 24 INCHES ABOVE TOP OF CURB AT FRONT AND CENTER OF LOT OR ELEVATION 32.06 FEET NAVD 88 WHICHEVER IS HIGHER.
5. VERTICAL DATUM WAS GPS DERIVED BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).
6. THIS SUBDIVISION IS RESTRICTED TO SINGLE FAMILY RESIDENTIAL DEVELOPMENT ONLY.
7. ALL INTERIOR LOT CORNERS ARE MARKED BY A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED 'MEDINA 5719'.
8. THIS SUBDIVISION IS IN COMPLIANCE WITH THE REQUIREMENTS OF LOCAL GOVERNMENT CODE 232.032 AND WATER, AND ELECTRICAL CONNECTIONS TO THE LOTS WILL MEET MINIMUM STATE STANDARDS.
A) WATER & SANITARY SEWER WILL BE PROVIDED BY E.R.H.W.S.C.
B) ELECTRICAL WILL BE PROVIDED BY: BROWNSVILLE PUB
C) SOLID WASTE DISPOSAL WILL BE PROVIDED BY: PRIVATE CONTRACTORS
9. SUBDIVISION SETBACKS SHALL BE AS PER MADEIRA, PHASE 1 RESIDENTIAL DESIGN GUIDELINE MANUAL AS FOLLOWS:
FRONT: VARIES (SEE LOTS FOR FRONT SETBACK DIMENSIONS WITH ASTERISKS (*)
SIDE: 5.00'
REAR: 10.00'
10. RGS BENCHMARK-NAVD88
DESIGNATION: L 1406
PID: AB1151
USGS QUAD: OLMITO (2019)
FROM THE INTERSECTION OF ROBERTA ROAD AND THE SOUTH BOUND FRONTAGE ROAD OF INTERSTATE 69 (US HIGHWAY 77) GO SOUTH ALONG THE SOUTH BOUND FRONTAGE ROAD APPROXIMATELY 525 FEET AND THEN WEST TOWARDS THE RAILROAD APPROXIMATELY 65 FEET TO BENCHMARK, A METAL ROD WITH COVER STAMPED L 1406
ELEVATION: 33.740 M. 35.26 FT.
TBM: SEE PAGES 10, 11 AND 12 FOR TEMPORARY BENCH MARKS LOCATIONS.
11. DEVELOPERS RESERVE AREAS (COMMON AREAS) WILL BE DEDICATED TO THE (HOA) HOME OWNERS ASSOCIATION.
12. THE EAST RIO HONDO WATER SUPPLY CORPORATION UTILITY EASEMENTS ARE EXCLUSIVE AND SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH OPERATION AND MAINTENANCE OF THE ERHWSC UTILITIES.
13. ALL INTERIOR LOT CORNERS ARE MARKED BY A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED 'MEDINA 5719'. CENTERLINE OF STREETS, POINTS OF CURVATURE AND POINTS OF TANGENCY ARE MARKED BY A PENNAL WITH WASHER STAMPED 'MEDINA 5719'.
IRON ROD FOUND
NAIL FOUND
IRON ROD SET WITH CAP STAMPED 'MEDINA 5719'
SET PK NAIL WITH WASHER STAMPED 'MEDINA 5719'
AEP AMERICAN ELECTRIC POWER
CA COMMON AREA
DE EASEMENT
MRCCT MAP RECORDS, CAMERON COUNTY, TEXAS
OR CCT OFFICIAL RECORDS, CAMERON COUNTY, TEXAS
B.S.B.L. BUILDING SETBACK LINE
DRAINAGE
E.R.H.W.S.C. EAST RIO HONDO WATER SUPPLY CORPORATION
R.O.W. RIGHT OF WAY
FERRIS, FLINN & MEDINA, LLC
ENGINEERS SURVEYORS
1402 E. EXPRESS 83, SUITE 1
SAN JUAN, TEXAS 78589
TEXAS BOARD OF PROFESSIONAL ENGINEERS
FIRM REGISTRATION NO. F-7084
TEXAS BOARD OF PROFESSIONAL LAND SURVEYING
FIRM REGISTRATION NO. 100334-00
PLAT FOR RECORD
LOT GEOMETRY
MADEIRA DEVELOPMENT, LLC.
ACACIA PLACE AT MADEIRA
PHASE ONE
PLAT NUMBER: F7084
SCALE: 1" = 50'
DRAWN BY: J.D. MEDINA
FILE: 005-007
PLOT DATE: 31 JULY 2024
PLAT PAGE: 3
OF 11 SHEETS


INTERSTATE 69E
(RIGHT OF WAY VARIES)
GENERAL NOTES
1. BASIS OF BEARINGS AS PER THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD 83 ESTABLISHED FOR PARTITION SHARE 12, OF THE ESPIRITU SANTO GRANT, CAMERON COUNTY, TEXAS
2. THIS SUBDIVISION LIES IN ZONE ZONE 'X' AND ZONE 'X' 0.2%, AS PER THE NATIONAL FLOOD INSURANCE PROGRAM OF COMMUNITY NO 480301, PANEL NO. 0465 SUFFIX "F", REVISED FEBRUARY 16, 2016.
3. THIS TRACT OF LAND IS LOCATED WITHIN THE BROWNSVILLE CITY LIMITS.
4. FINISHED FLOOR ELEVATION SHALL BE A MINIMUM OF 24 INCHES ABOVE TOP OF CURB AT FRONT AND CENTER OF LOT OR ELEVATION 32.00 FEET NAVD 88 WHICHEVER IS HIGHER.
5. VERTICAL DATUM WAS GPS DERIVED BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).
6. THIS SUBDIVISION IS RESTRICTED TO SINGLE FAMILY RESIDENTIAL DEVELOPMENT ONLY
7. ALL INTERIOR LOT CORNERS ARE MARKED BY A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED MEDINA 5719.
8. THIS SUBDIVISION IS IN COMPLIANCE WITH THE REQUIREMENTS OF LOCAL GOVERNMENT CODE 232.032 AND WATER, AND ELECTRICAL CONNECTIONS TO THE LOTS WILL MEET MINIMUM STATE STANDARDS
A) WATER & SANITARY SEWER WILL BE PROVIDED BY E.R.H.W.S.C.
B) ELECTRICAL WILL BE PROVIDED BY BROWNSVILLE PUB
C) SOLID WASTE DISPOSAL WILL BE PROVIDED BY: PRIVATE CONTRACTORS
9. SUBDIVISION SETBACKS SHALL BE AS PER MEDIRA, PHASE I RESIDENTIAL DESIGN GUIDELINE MANUAL AS FOLLOWS:
FRONT: VARIES (SEE LOTS FOR FRONT SETBACK-DIMENSIONS WITH ASTERISKS (*)
SIDE: 5.00'
REAR 10.00'
10. (NGS BENCHMARK (NAV)88
DESIGNATION: L 1406
PID: AB0195
USGS QUAD: OLMITO (2019)
FROM THE INTERSECTION OF ROBERTA ROAD AND THE SOUTH BOUND FRONTAGE ROAD OF INTERSTATE 69 (US HIGHWAY 77) GO SOUTH ALONG THE SOUTH BOUND FRONTAGE ROAD APPROXIMATELY 5.05 FEET AND THEN WEST TOWARDS THE RAILROAD APPROXIMATELY 65 FEET TO BENCHMARK, A METAL ROD WITH COVER STAMPED L 1406 ELEVATION: 18.746 M. 55.20 FT.
TBM. SEE PAGES 10, 11 AND 12 FOR TEMPORARY BENCHMARKS LOCATIONS.
11. DEVELOPER'S RESERVE AREAS (COMMON AREAS) WILL BE DEDICATED TO THE (HOA) HOME OWNERS ASSOCIATION.
12. THE EAST RIO HONDO WATER SUPPLY CORPORATION UTILITY EASEMENTS ARE EXCLUSIVE AND SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH OPERATION AND MAINTENANCE OF THE ERHWSC UTILITIES.
13. ALL INTERIOR LOT CORNERS ARE MARKED BY A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED 'MEDINA 5719'. CENTERLINE OF STREETS, POINTS OF CURVATURE AND POINTS OF TANGENCY ARE MARKED BY A PK NAIL WITH WASHER STAMPED 'MEDINA 5719'.
STATE OF TEXAS
COUNTY OF CAMERON
I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND FURTHER CERTIFY THAT PROPER BOUNDARY CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.
JOSE D. MEDINA, R.P.L.S.
REGISTERED PROFESSIONAL
LAND SURVEYOR NO 5719
JOSE D. MEDINA
5719
REGISTERED
PROFESSIONAL
LAND SURVEYOR
31 July 2024
DATE
CITY OF BROWNSVILLE
PLANNING AND ZONING COMMISSION
I, ELIZA VASQUEZ CHAIR OF THE PLANNING AND ZONING COMMISSION TO THE CITY OF BROWNSVILLE, TEXAS, HEREBY CERTIFY THAT THE FOREGOING (FINAL) (REVISED) VERSION OF THE (FINAL, 1ST, 2ND, 3RD) REPLAT OF THE MADEIRA DEVELOPMENT LLC. MEDIRA PLAT CONSISTING OF 5 SHEET(S) OF WHICH THIS SHEET IS NUMBER 1, AND I HEREBY DECLARE THAT ANY TAXES BEING WITH SAID PLAT AFTER THIS AGREEMENT DOES DATE SHALL CAUSE SUCH APPROVAL TO BECOME VOID
WITNESS MY HAND ON THIS THE 15 DAY OF October 2024
Eliza Vasquez
PLANNING AND ZONING COMMISSION
STATE OF TEXAS
COUNTY OF CAMERON
I, SYLVIA GARZA-PEREZ, COUNTY CLERK OF CAMERON COUNTY, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED AND DULY RECORDED ON THE 18th DAY OF October, 2024 AT 3:10 O'CLOCK P.M. IN THE MAP RECORDS OF CAMERON COUNTY, TEXAS, DOCUMENT NO. 149216
BY Blanca Bernal DEPUTY
COMMISSIONERS COURT
CAMERON COUNTY, TEXAS
LEGEND
M.R.C.C.T. MAP RECORDS, CAMERON COUNTY, TEXAS
O.R.C.C.T. OFFICIAL RECORDS, CAMERON COUNTY, TEXAS
AC. ACRE
E.R.H.W.S.C. EAST RIO HONDO WATER SUPPLY CORPORATION
EAS. EASEMENT
B.S.B.L. BUILDING SETBACK LINE
SET 'PK' NAIL WITH WASHER STAMPED 'MEDINA 5719'
SET 'PK' NAIL WITH WASHER STAMPED 'MEDINA 5719'
SET CONCRETE MONUMENT WITH PLASTIC CAP STAMPED 'MEDINA 5719'
IRON ROD FOUND
CONCRETE MONUMENT FOUND
DIST TO BUILDING SETBACK
TYPICAL CORNER LOT
NON-ACCESS EASEMENT DETAIL
(NOT TO SCALE)
TL TRAMUELO TRACT
108.23 ACRES, RECORDED IN VOLUME 10235, PAGE 367, OFFICIAL RECORDS, CAMERON COUNTY, TEXAS
REMAINDER OF 1282.657 ACRE TRACT RECORDED IN VOLUME 8551, PAGE 326, OFFICIAL RECORDS, CAMERON COUNTY, TEXAS
10 FT PORTION OF EASEMENT ABANDONED BY THIS PLAT
100.0 FT DRAINAGE EASEMENT VOLUME 08672, PAGE 91 OFFICIAL RECORDS, CAMERON COUNTY, TEXAS
NAZARET AVENUE
CORDOBA AVENUE
PEREGRINA COURT
LONEA COURT
LOT 132 0.26 AC
LOT 133 0.26 AC
LOT 134 0.30 AC.
LOT 135 0.29 AC.
LOT 136 0.34 AC.
LOT 137 0.34 AC.
LOT 138 0.20 AC.
LOT 139 0.20 AC.
LOT 140 0.30 AC.
LOT 141 0.29 AC.
LOT 142 0.30 AC.
LOT 143 0.31 AC.
LOT 144 0.33 AC.
LOT 145 0.26 AC.
LOT 146 0.25 AC.
LOT 147 0.22 AC.
LOT 148 0.37 AC.
LOT 72 0.20 AC.
LOT 73 0.20 AC.
LOT 74 0.19 AC.
LOT 75 0.19 AC.
LOT 76 0.19 AC.
LOT 77 0.20 AC.
LOT 78 0.20 AC.
LOT 79 0.20 AC.
LOT 80 0.23 AC.
LOT 81 0.28 AC.
LOT 82 0.23 AC.
LOT 83 0.22 AC.
LOT 54
LOT 55 0.25 AC.
LOT 56 0.24 AC.
LOT 57 0.24 AC.
LOT 58 0.23 AC.
LOT 59 0.24 AC.
LOT 60 0.22 AC.
LOT 61 0.21 AC.
LOT 62 0.24 AC.
LOT 63 0.23 AC.
LOT 64 0.37 AC.
LOT 67 0.19 AC.
LOT 68 0.19 AC.
LOT 69 0.19 AC.
LOT 70 0.18 AC.
LOT 71 0.19 AC.
FERRIS, FLINN & MEDINA, LLC
ENGINEERS SURVEYORS
1405 STUART PLACE ROAD
HARLINGEN, TEXAS 78552
PLAT FOR RECORD
LOT GEOMETRY
MADEIRA DEVELOPMENT, LLC.
ACACIA PLACE AT MADEIRA
PHASE ONE
PLAT NUMBER: P170154
SCALE: 1"= 50'
DRAWN BY: J.D. MEDINA
FILE: 025-037
PLOT DATE: 31 JULY 2024
PLAT PAGE:
4
OF 13 SHEETS


INTERSTATE 69E
(RIGHT OF WAY VARIES)
TYPICAL CORNER LOT
NON-ACCESS EASEMENT DETAIL
(NOT TO SCALE)
LEGEND
GENERAL NOTES
STATE OF TEXAS
COUNTY OF CAMERON
JOSE D. MEDINA, R.P.L.S.
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5719
31 July 2024
CITY OF BROWNSVILLE
PLANNING AND ZONING COMMISSION
WITNESS MY HAND ON THIS THE 15 DAY OF October 2024.
STATE OF TEXAS
COUNTY OF CAMERON
NAZARET AVENUE
GALERIA COURT
FATIMA COURT
TRAIL, DRAINAGE & LANDSCAPE LOT
3.110 AC.
NON-BUILDABLE
MADEIRA BOULEVARD
FERRIS, FLINN & MEDINA, LLC
ENGINEERS SURVEYORS
1405 N. STUART PLACE ROAD
PLAT FOR RECORD
LOT GEOMETRY
MADEIRA DEVELOPMENT, LLC.
ACACIA PLACE AT MADEIRA
PHASE ONE
SCALE: 1"= 50'
DRAWN BY: J.D. MEDINA
FILE: 025-037
PLOT DATE: 31 JULY 2024
PLAT PAGE:
5
OF 13 SHEETS
PLAT NUMBER: F-7054




* GENERAL NOTES

1. BASIS OF BEARINGS AS PER THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD 83 ESTABLISHED FOR PARTITION SHARE 12, OF THE ESPIRITU SANTO GRANT, CAMERON COUNTY, TEXAS.
2. THIS SUBDIVISION LIES IN ZONE 'X' AND ZONE 'X' 0.2%, AS PER THE NATIONAL FLOOD INSURANCE PROGRAM OF COMMUNITY NO 480105, PANEL NO. 0445 SUFFIX "F", REVISED FEBRUARY 16, 2018.
3. THIS TRACT OF LAND IS LOCATED WITHIN THE BROWNSVILLE CITY LIMITS.
4. FINISHED FLOOR ELEVATION SHALL BE A MINIMUM OF 24 INCHES ABOVE TOP OF CURB AT FRONT AND CENTER OF LOT OR ELEVATION 32.00 FEET NAVD 88 WHICHEVER IS HIGHER.
5. VERTICAL DATUM WAS GPS DERIVED BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).
6. THIS SUBDIVISION IS RESTRICTED TO SINGLE FAMILY RESIDENTIAL DEVELOPMENT ONLY.
7. ALL INTERIOR LOT CORNERS ARE MARKED BY A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED MEDINA 5719.
8. THIS SUBDIVISION IS IN COMPLIANCE WITH THE REQUIREMENTS OF LOCAL GOVERNMENT CODE 232.032 AND WATER, AND ELECTRICAL CONNECTIONS TO THE LOTS WILL MEET MINIMUM STATE STANDARDS.
   A) WATER & SANITARY SEWER WILL BE PROVIDED BY E.R.H.W.S.C.
   B) ELECTRICAL WILL BE PROVIDED BY: BROWNSVILLE PUB
   C) SOLID WASTE DISPOSAL WILL BE PROVIDED BY: PRIVATE CONTRACTORS
9. SUBDIVISION SETBACKS SHALL BE AS PER MADEIRA, PHASE 2 RESIDENTIAL DESIGN GUIDELINE MANUAL AS FOLLOWS:

| | |
|---|---|
| FRONT: | VARIES (SEE LOTS FOR FRONT SETBACK DIMENSIONS WITH ASTERISKS (*) |
| SIDE: | 5.00' |
| REAR: | 10.00' |

10. BGD BENCHMARK NAVD88
    DESIGNATION: 1.1406
    PID: AB1191
    USGS QUAD: OLMITO (2019)

FROM THE INTERSECTION OF ROBERTA ROAD AND THE SOUTH BOUND FRONTAGE ROAD OF INTERSTATE 69 (I-5 HIGHWAY 77) GO SOUTH ALONG THE SOUTH BOUND FRONTAGE ROAD APPROXIMATELY 525 FEET AND THEN WEST TOWARDS THE RAILROAD APPROXIMATELY 65 FEET TO BENCHMARK, A METAL ROD WITH COVER STAMPED 1.1406 ELEVATION: 10.786 M 35-26 FT.

TBM: SEE PAGES 10, 11 AND 12 FOR TEMPORARY BENCHMARKS LOCATIONS.

11. DEVELOPER'S RESERVE AREAS (COMMON AREAS) WILL BE DEDICATED TO THE (HOA) HOME OWNERS ASSOCIATION.

12. THE EAST RIO HONDO WATER SUPPLY CORPORATION UTILITY EASEMENTS ARE EXCLUSIVE AND SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH OPERATION AND MAINTENANCE OF THE ERHWSC UTILITIES.

13. ALL INTERIOR LOT CORNERS ARE MARKED BY A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED 'MEDINA 5719'; CENTERLINE OF STREETS, POINTS OF CURVATURE AND POINTS OF TANGENCY ARE MARKED BY A PK NAIL WITH WASHER STAMPED 'MEDINA 5719'.

STATE OF TEXAS
COUNTY OF CAMERON

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND FURTHER CERTIFY THAT PROPER BOUNDARY CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

JOSE D. MEDINA, R.P.L.S.
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5719

31 July 2024
DATE

CITY OF BROWNSVILLE
PLANNING AND ZONING COMMISSION

I, ELIDA VASQUEZ CHAIR OF THE PLANNING AND ZONING COMMISSION TO THE CITY OF BROWNSVILLE, TEXAS, HEREBY CERTIFY THAT SAID COMMISSION HAS APPROVED THIS VERSION OF THE FINAL PLAT OF "ACACIA PLACE AT MADEIRA PHASE ONE", WITH SAID PLAT CONSISTING OF 13 SHEETS OF WHICH THIS SHEET IS NUMBERED 6 AND HEREBY DECLARE THAT ANY TAMPERING WITH SAID PLAT AFTER THE AFOREMENTIONED DATE SHALL CAUSE SUCH APPROVAL TO BECOME VOID.

WITNESS MY HAND ON THIS THE 15 DAY OF October 2024.

CHAIR
PLANNING AND ZONING COMMISSION

STATE OF TEXAS
COUNTY OF CAMERON

I, SYLVIA GARZA-PEREZ, COUNTY CLERK OF CAMERON COUNTY, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED AND DULY RECORDED ON THE 18th DAY OF October 2024 AT 3:10 O'CLOCK P.M. IN THE MAP RECORDS OF CAMERON COUNTY, TEXAS, DOCUMENT NO. 14928

BY: Blanca Bernal

FERRIS, FLINN & MEDINA, LLC
ENGINEERS SURVEYORS
1409 N. STUART PLACE ROAD
PALMVIEW, TEXAS 78572 (956) 787-8101
TEXAS BOARD OF PROFESSIONAL ENGINEERS REGISTRATION NO. F-2600
TEXAS BOARD OF PROFESSIONAL SURVEYORS REGISTRATION NO. 100566

PLAT FOR RECORD
LOT GEOMETRY

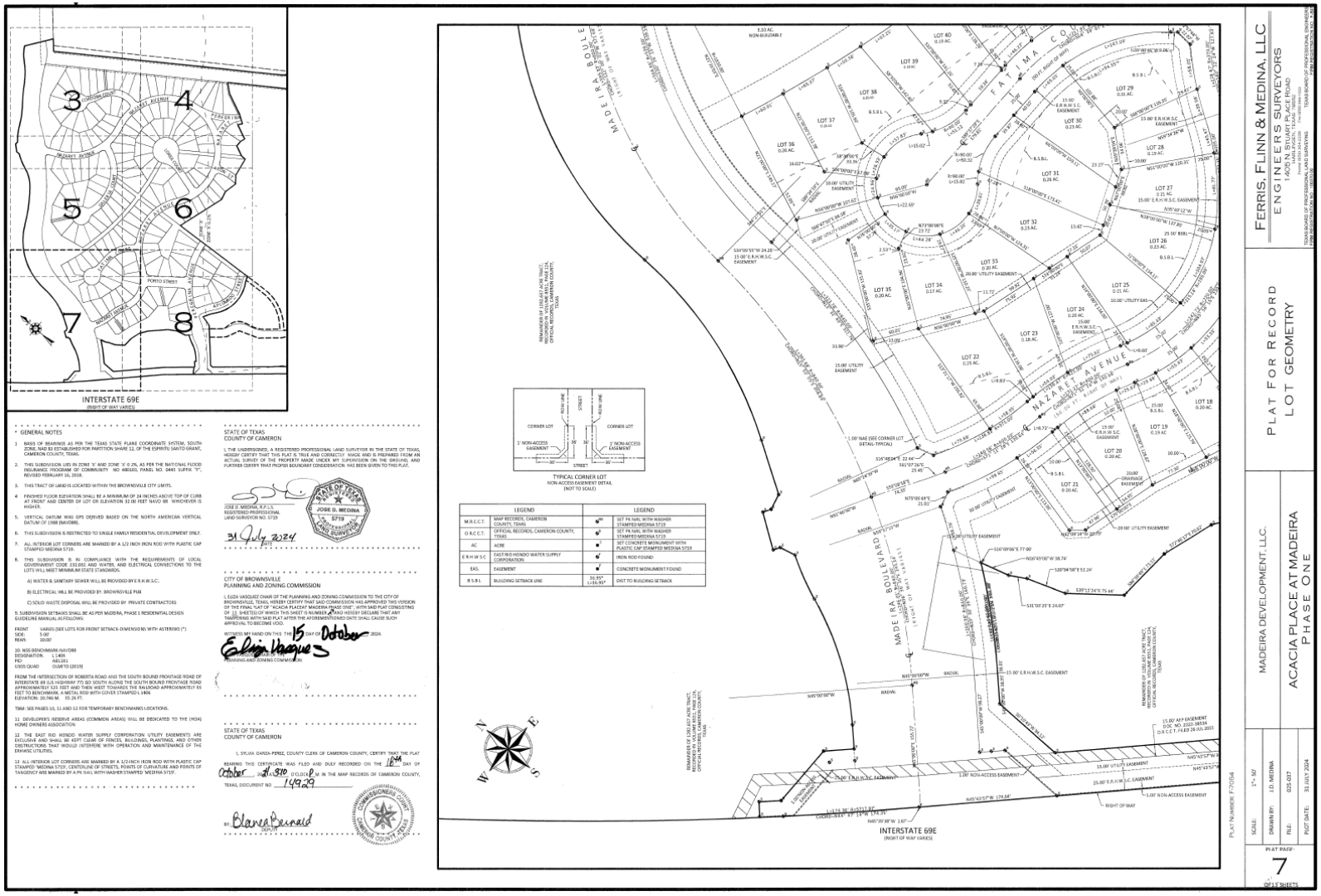
MADEIRA DEVELOPMENT, LLC.

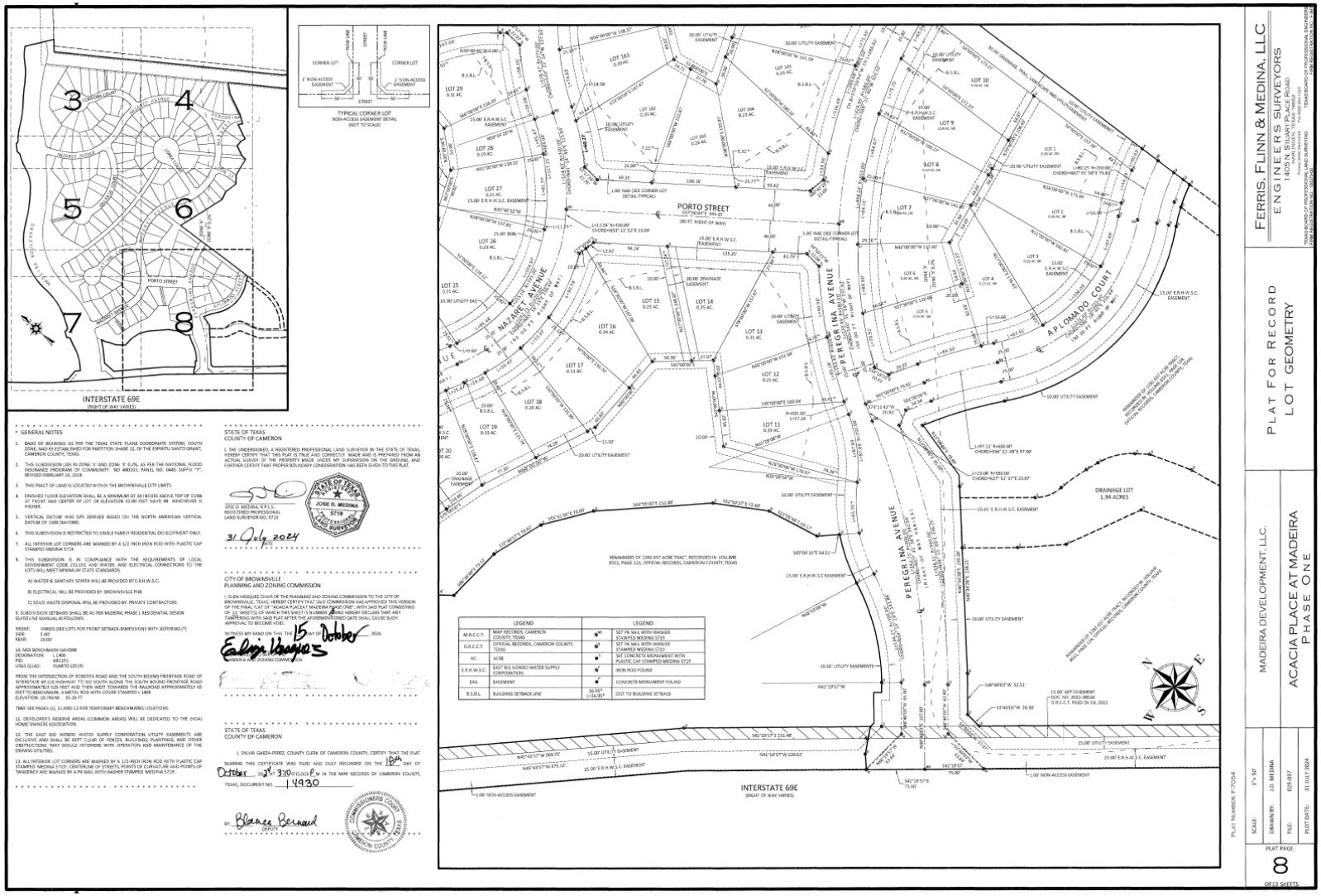
ACACIA PLACE AT MADEIRA
PHASE ONE

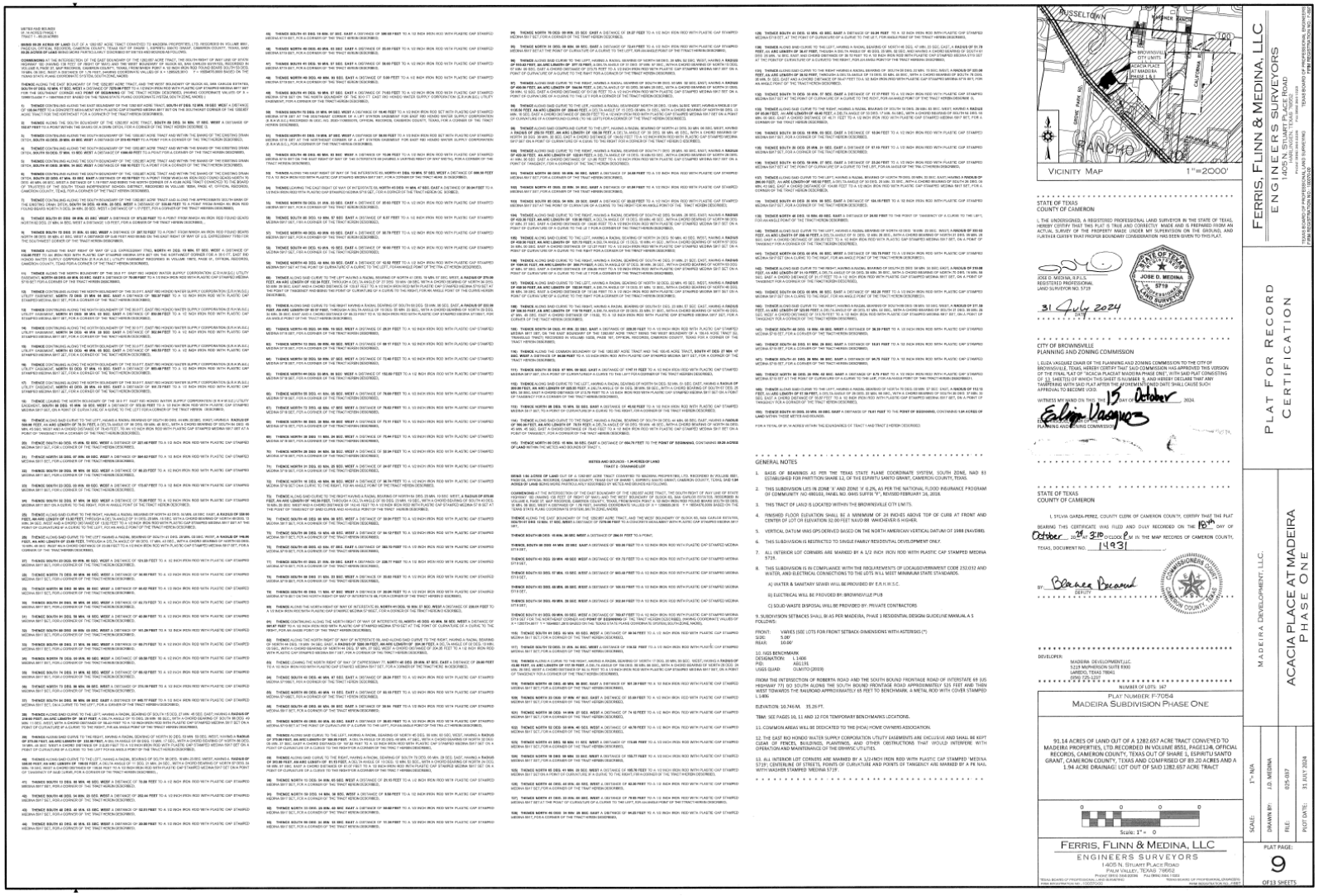
PLAT NUMBER: P-70154

| | |
|---|---|
| SCALE: | 1"= 50' |
| DRAWN BY: | J.D. MEDINA |
| FILE: | 025-037 |
| PLOT DATE: | 31 JULY 2024 |

PLAT PAGE: 6 OF 13 SHEETS


INTERSTATE 69E
(RIGHT OF WAY VARIES)
GENERAL NOTES
1 BASIS OF BEARINGS AS PER THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD 83 ESTABLISHED FOR PARTITION SHARE 12, OF THE ESPIRITU SANTO GRANT, CAMERON COUNTY, TEXAS.
2. THIS SUBDIVISION LIES IN ZONE 'X' AND ZONE 'A' 0.2%, AS PER THE NATIONAL FLOOD INSURANCE PROGRAM OF COMMUNITY NO 480103, PANEL NO. 0445 SUFFIX "F", REVISED FEBRUARY 16, 2018.
3. THIS TRACT OF LAND IS LOCATED WITHIN THE BROWNSVILLE CITY LIMITS.
4 FINISHED FLOOR ELEVATION SHALL BE A MINIMUM OF 24 INCHES ABOVE TOP OF CURB AT FRONT AND CENTER OF LOT OR ELEVATION 32.00 FEET NAVD 88 WHICHEVER IS HIGHER.
5. VERTICAL DATUM WAS GPS DERIVED BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).
6. THIS SUBDIVISION IS RESTRICTED TO SINGLE FAMILY RESIDENTIAL DEVELOPMENT ONLY.
7. ALL INTERIOR LOT CORNERS ARE MARKED BY A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED MEDINA 5719.
8. THIS SUBDIVISION IS IN COMPLIANCE WITH THE REQUIREMENTS OF LOCAL GOVERNMENT CODE 232.032 AND WATER, AND ELECTRICAL CONNECTIONS TO THE LOTS WILL MEET MINIMUM STATE STANDARDS.
A) WATER & SANITARY SEWER WILL BE PROVIDED BY E.R.H.W.S.C.
B) ELECTRICAL WILL BE PROVIDED BY: BROWNSVILLE PUB
C) SOLID WASTE DISPOSAL WILL BE PROVIDED BY: PRIVATE CONTRACTORS
9. SUBDIVISION SETBACKS SHALL BE AS PER MADEIRA, PHASE I RESIDENTIAL DESIGN GUIDELINE MANUAL AS FOLLOWS:
FRONT VARIES (SEE LOTS FOR FRONT SETBACK-DIMENSIONS WITH ASTERISKS (*)
SIDE: 5.00'
REAR: 10.00'
10. NGS BENCHMARK-NAVD88
DESIGNATION. L 1406
PID AB1281
U905 QUAD OLMITO (2019)
FROM THE INTERSECTION OF ROBERTA ROAD AND THE SOUTH BOUND FRONTAGE ROAD OF INTERSTATE 69 (US HIGHWAY 77) SO SOUTH ALONG THE SOUTH BOUND FRONTAGE ROAD APPROXIMATELY 525 FEET AND THEN WEST TOWARDS THE RAILROAD APPROXIMATELY 85 FEET TO BENCHMARK, A METAL ROD WITH COVER STAMPED L 1406
ELEVATION: 30.786 M. - 101.26 FT
TBM: SEE PAGES 10, 11 AND 12 FOR TEMPORARY BENCHMARKS LOCATIONS.
11 DEVELOPER'S RESERVE AREAS (COMMON AREAS) WILL BE DEDICATED TO THE (HOA) HOME OWNERS ASSOCIATION
12 THE EAST RIO HONDO WATER SUPPLY CORPORATION UTILITY EASEMENTS ARE EXCLUSIVE AND SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTING, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH OPERATION AND MAINTENANCE OF THE ERWSC UTILITIES.
13 ALL INTERIOR LOT CORNERS ARE MARKED BY A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED 'MEDINA 5719', CENTERLINE OF STREETS, POINTS OF CURVATURE AND POINTS OF TANGENCY ARE MARKED BY A PK NAIL WITH WASHER STAMPED 'MEDINA 5719'.
STATE OF TEXAS
COUNTY OF CAMERON
I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND FURTHER CERTIFY THAT PROPER BOUNDARY CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.
JOSE D. MEDINA, R.P.L.S.
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5719
JOSE D. MEDINA
5719
REGISTERED
LAND SURVEYOR
31 July 2024
DATE
CITY OF BROWNSVILLE
PLANNING AND ZONING COMMISSION
I, ELIZA VASQUEZ CHAIR OF THE PLANNING AND ZONING COMMISSION TO THE CITY OF BROWNSVILLE, TEXAS, HEREBY CERTIFY THAT SAID COMMISSION HAS APPROVED THIS VERSION OF THE FINAL "LAT OF "ACACIA PLACEAT MADEIRA PHASE ONE", WITH SAID PLAT CONSISTING OF 10 SHEETS) OF WHICH THIS SHEET IS NUMBER 7 AND HEREBY DECLARE THAT ANY TAMPERING WITH SAID PLAT AFTER THE AFOREMENTIONED DATE SHALL CAUSE SUCH APPROVAL TO BECOME VOID.
WITNESS MY HAND ON THIS THE 15 DAY OF October 2024.
CHAIR
PLANNING AND ZONING COMMISSION
STATE OF TEXAS
COUNTY OF CAMERON
I, SYLVIA GARZA-PEREZ, COUNTY CLERK OF CAMERON COUNTY, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED AND DULY RECORDED ON THE 18th DAY OF October 2024, AT 8:10 O'CLOCK P.M. IN THE MAP RECORDS OF CAMERON COUNTY, TEXAS, DOCUMENT NO 149429
BY: Blanca Bernal
DEPUTY
COMMISSIONERS COURT
CAMERON COUNTY, TEXAS
TYPICAL CORNER LOT
NON-ACCESS EASEMENT DETAIL
(NOT TO SCALE)
CORNER LOT
2' NON-ACCESS EASEMENT
ROW LINE
STREET
30
LEGEND
M.R.C.C.T. MAP RECORDS, CAMERON COUNTY, TEXAS
O.R.C.C.T. OFFICIAL RECORDS, CAMERON COUNTY, TEXAS
AC ACRE
E.R.H.W.S.C. EAST RIO HONDO WATER SUPPLY CORPORATION
EAS. EASEMENT
B.S.B.L. BUILDING SETBACK LINE
SET PK NAIL WITH WASHER STAMPED MEDINA 5719
SET PK NAIL WITH WASHER STAMPED MEDINA 5719
SET CONCRETE MONUMENT WITH PLASTIC CAP STAMPED MEDINA 5719
IRON ROD FOUND
CONCRETE MONUMENT FOUND
16.95' L=16.95°
DIST TO BUILDING SETBACK
MADEIRA BOULEVARD
HAZARET AVENUE
FATIMA COURT
PORTO STREET
LOT 1 BLOCK 1
LOT 2 BLOCK 1
LOT 3 BLOCK 1
LOT 4 BLOCK 1
LOT 5 BLOCK 1
LOT 6 BLOCK 1
LOT 7 BLOCK 1
LOT 8 BLOCK 1
LOT 9 BLOCK 1
LOT 10 BLOCK 1
LOT 11 BLOCK 1
LOT 12 BLOCK 1
LOT 13 BLOCK 1
LOT 14 BLOCK 1
LOT 15 BLOCK 1
LOT 16 BLOCK 1
LOT 17 BLOCK 1
LOT 18 BLOCK 1
LOT 19 BLOCK 1
LOT 20 BLOCK 1
LOT 21 BLOCK 1
LOT 22 BLOCK 1
LOT 23 BLOCK 1
LOT 24 BLOCK 1
LOT 25 BLOCK 1
LOT 26 BLOCK 1
LOT 27 BLOCK 1
LOT 28 BLOCK 1
LOT 29 BLOCK 1
LOT 30 BLOCK 1
LOT 31 BLOCK 1
LOT 32 BLOCK 1
LOT 33 BLOCK 1
LOT 34 BLOCK 1
LOT 35 BLOCK 1
LOT 36 BLOCK 1
LOT 37 BLOCK 1
LOT 38 BLOCK 1
LOT 39 BLOCK 1
LOT 40 BLOCK 1
FERRIS, FLINN & MEDINA, LLC
ENGINEERS SURVEYORS
PLAT FOR RECORD
LOT GEOMETRY
MADEIRA DEVELOPMENT, LLC.
ACACIA PLACE AT MADEIRA
PHASE ONE
SCALE: 1"= 50'
DRAWN BY: J.D. MEDINA
FILE: 025-037
PLOT DATE: 31 JULY 2024
PLAT PAGE
7
OF 10 SHEETS


PLAT FOR RECORD
LOT GEOMETRY
FERRIS, FLINN & MEDINA, LLC
ENGINEERS SURVEYORS
1405 N. STUART PLACE ROAD
MADEIRA DEVELOPMENT, LLC.
ACACIA PLACE AT MADEIRA
PHASE ONE
PORTO STREET
NAZARE AVENUE
PEREGRINA AVENUE
APLOMADO COURT
INTERSTATE 69E
DRAINAGE LOT
1.94 ACRES
GENERAL NOTES
STATE OF TEXAS
COUNTY OF CAMERON
CITY OF BROWNSVILLE
PLANNING AND ZONING COMMISSION
STATE OF TEXAS
COUNTY OF CAMERON
PLAT NUMBER: P-7054
PLAT PAGE:
8
OF 13 SHEETS



GENERAL NOTES

1. BASIS OF BEARINGS AS PER THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD 83 ESTABLISHED FOR PARTITION SHARE 12, OF THE ESPIRITU SANTO GRANT, CAMERON COUNTY, TEXAS
2. THIS SUBDIVISION LIES IN ZONE 'X' AND ZONE 'X' 0.2%, AS PER THE NATIONAL FLOOD INSURANCE PROGRAM OF COMMUNITY NO 480103, PANEL NO. 0445 SUFFIX "F", REVISED FEBRUARY 16, 2018.
3. THIS TRACT OF LAND IS LOCATED WITHIN THE BROWNSVILLE CITY LIMITS.
4. FINISHED FLOOR ELEVATION SHALL BE A MINIMUM OF 24 INCHES ABOVE TOP OF CURB AT FRONT AND CENTER OF LOT OR ELEVATION 32.00 FEET NAVD 88 WHICHEVER IS HIGHER
5. VERTICAL DATUM WAS GPS DERIVED BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)
6. THIS SUBDIVISION IS RESTRICTED TO SINGLE FAMILY RESIDENTIAL DEVELOPMENT ONLY.
7. ALL INTERIOR LOT CORNERS ARE MARKED BY A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED MEDINA 5719.
8. THIS SUBDIVISION IS IN COMPLIANCE WITH THE REQUIREMENTS OF LOCALGOVERNMENT CODE 232.032 AND WATER, AND ELECTRICAL CONNECTIONS TO THE LOTS WILL MEET MINIMUM STATE STANDARDS.

   A) WATER & SANITARY SEWER WILL BE PROVIDED BY E.R.H.W.S.C

   B) ELECTRICAL WILL BE PROVIDED BY: BROWNSVILLE PUB

   C) SOLID WASTE DISPOSAL WILL BE PROVIDED BY: PRIVATE CONTRACTORS

9. SUBDIVISION SETBACKS SHALL BE AS PER MADEIRA, PHASE 1 RESIDENTIAL DESIGN GUIDELINE MANUAL AS FOLLOWS:

FRONT: VARIES (SEE LOTS FOR FRONT SETBACK-DIMENSIONS WITH ASTERISKS (*)
SIDE: 5.00'
REAR: 10.00'

10. NGS BENCHMARK
DESIGNATION: L 1406
PID: AB1191
USGS QUAD: OLMITO (2019)

FROM THE INTERSECTION OF ROBERTA ROAD AND THE SOUTH BOUND FRONTAGE ROAD OF INTERSTATE 69 (US HIGHWAY 77) GO SOUTH ALONG THE SOUTH BOUND FRONTAGE ROAD APPROXIMATELY 525 FEET AND THEN WEST TOWARDS THE RAILROAD APPROXIMATELY 65 FEET TO BENCHMARK. A METAL ROD WITH COVER STAMPED L 1406

ELEVATION: 10.746 M. 35.26 FT

TEMPORARY BENCHMARKS - NAVD 88

TBM 101 - SQUARE CUT AT FACE OF INLET AT INTERSECTION OF NAZARET AVE AND PORTO STREET
ELEVATION= 30.10'
X = 1295167.9090 Y = 16547306.2550

TBM 104 - SQUARE CUT AT FACE OF INLET AT INTERSECTION OF NAZARET AVE AND LOREA COURT
ELEVATION = 30.98'
X = 1293909.3850 Y = 16547394.16

TBM 105 - SQUARE CUT AT FACE OF INLET AT CUL-DE-SAC OF LOREA COURT
ELEVATION=30.15'
X = 1293950.9090 Y = 16547717.37

TBM 106 - SQUARE CUT AT TOP OF EXISTING CURB AT INTERSECTION OF NAZARET AVE AND CORDOBA COURT
ELEVATION = 31.17'
X = 1294109.41 Y = 16548169.13

TBM 107 - SQUARE CUT AT TOP OF EXISTING CURB AT CUL-DE-SAC OF CORDOBA COURT
ELEVATION= 31.32'
X = 1293879.1150 Y = 16548525.89

TBM 108 - SQUARE CUT AT FACE OF INLET AT INTERSECTION OF NAZARET AVE AND GALERIA COURT
ELEVATION = 30.20'
X = 1293745.97 Y = 16548194.95

TBM 109 - SQUARE CUT AT FACE OF INLET NEAR INTERSECTION OF GALERIA COURT
ELEVATION = 30.13'
X = 1293321.11 Y = 16547901.91

TBM 110 - SQUARE CUT AT TOP OF EXISTING CURB AT INTERSECTION OF NAZARET AVE AND FATIMA COURT
ELEVATION = 30.79'
X = 1293289.2490 Y = 16547472.3750

TBM 111 - SQUARE CUT AT FACE OF INLET NEAR CUL-DE-SAC OF FATIMA COURT
ELEVATION = 30.33'
X = 1293027.1700 Y = 16547578.2560

TBM 112 - SQUARE CUT AT FACE OF INLET AT INTERSECTION OF PEREGRINA AVE AND ARLONMADO STREET
ELEVATION=30.15'
X = 1293191.7310 Y = 16548808.1340

11. DEVELOPER'S RESERVE AREAS (COMMON AREAS) WILL BE DEDICATED TO THE (HOA) HOME OWNERS ASSOCIATION

12. THE EAST RIO HONDO WATER SUPPLY CORPORATION UTILITY EASEMENTS ARE EXCLUSIVE AND SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH OPERATION AND MAINTENANCE OF THE ERHWSC UTILITIES

13. ALL INTERIOR LOT CORNERS ARE MARKED BY A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED 'MEDINA 5719'; CENTERLINE OF STREETS, POINTS OF CURVATURE AND POINTS OF TANGENCY ARE MARKED BY A PK NAIL WITH WASHER STAMPED 'MEDINA 5719'

STATE OF TEXAS
COUNTY OF CAMERON

KNOW ALL ME BY THESE PRESENTS, THAT WE, MADEIRA DEVELOPMENT, LLC., A TEXAS LIMITED LIABILITY COMPANY, OWN THE LAND SHOWN ON THE PLAT AND DESIGNATED HEREIN AS "ACACIA PLACE AT MADEIRA PHASE ONE", HAVE CAUSED THE SAME TO BE SUBDIVIDED AS SHOWN HEREIN, AND DO HEREBY CONFIRM AND ADOPT THIS PLAT OF "ACACIA PLACE AT MADEIRA PHASE ONE", AND FURTHER DEDICATE TO THE PUBLIC THE EASEMENTS AS SHOWN HEREIN.

IN TESTIMONY WHEREOF, WE, MADEIRA DEVELOPMENT, LLC., A TEXAS LIMITED LIABILITY COMPANY, HAVE CAUSED THIS PRESENTS TO BE EXECUTED BY DENNIS SANCHEZ, MANAGER OF MADEIRA DEVELOPMENT, LLC., A TEXAS LIMITED LIABILITY COMPANY.

Dennis Sanchez
BY DENNIS SANCHEZ, MANAGER
MADEIRA DEVELOPMENT, LLC

STATE OF TEXAS
COUNTY OF CAMERON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, ON July 29, 2024 BY DENNIS SANCHEZ, MANAGER OF MADEIRA DEVELOPMENT LLC, WHO ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED

Rosaura Ramirez
NOTARY PUBLIC IN AND FOR
CAMERON COUNTY, TEXAS

ROSAURA RAMIREZ
Notary Public
STATE OF TEXAS
Notary ID# 13041328-4
My Comm. Exp. 10-21-2027

STATE OF TEXAS
COUNTY OF CAMERON

WE, INTERNATIONAL BANK OF COMMERCE, OWNER AND HOLDER OF A LIEN AGAINST THE PROPERTY DESCRIBED IN THE PLAT KNOW AS "ACACIA PLACE AT MADEIRA PHASE ONE" DO HEREBY IN ALL THINGS SUBORDINATE OUR INTEREST IN SAID PROPERTY TO THE PURPOSE AND EFFECTS OF SAID PLAN AND DEDICATIONS AND RESTRICTIONS SHOWN HEREIN, AND WE DO HEREBY CONFIRM THAT WE ARE THE PRESENT OWNERS OF SAID LIEN AND HAVE NOT ASSIGNED THE SAME NOR ANY PART THEREOF.

IN TESTIMONY WHEREOF, WE, INTERNATIONAL BANK OF COMMERCE, HAVE CAUSED THIS PRESENTS TO BE EXECUTED BY MR. GERARDO GONZALEZ, ON BEHALF OF THIS CORPORATION.

GERARDO GONZALEZ
INTERNATIONAL BANK OF COMMERCE
SENIOR VICE-PRESIDENT

STATE OF TEXAS
COUNTY OF CAMERON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON July 29, 2024 BY GERARDO GONZALEZ, SENIOR VICE PRESIDENT OF INTERNATIONAL BANK OF COMMERCE, WHO ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED

Rosaura Ramirez
NOTARY PUBLIC IN AND FOR
CAMERON COUNTY, TEXAS

ROSAURA RAMIREZ
Notary Public
STATE OF TEXAS
Notary ID# 13041328-4
My Comm. Exp. 10-21-2027

STREET LIGHT CERTIFICATE
STATE OF TEXAS
COUNTY OF TEXAS

I, CESAR A. CORTINAS JR., P.E. THE UNDERSIGNED DIRECTOR OF ELECTRICAL ENGINEERING AND SYSTEM OPERATIONS FOR THE BROWNSVILLE PUBLIC UTILITIES BOARD OF THE CITY OF BROWNSVILLE, TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT HAS COMPLIED WITH ALL OF THE STREET LIGHT REQUIREMENTS OF THE SUBDIVISION ORDINANCES OF THE CITY OF BROWNSVILLE, TEXAS AS TO WHICH MY APPROVAL IS REQUIRED.

EXECUTED ON THIS 30TH DAY OF JULY, 2024

SIGNATURE
NAME: CESAR A. CORTINAS JR., P.E.
TITLE: DIRECTOR OF ELECTRICAL ENGINEERING AND SYSTEM OPERATIONS FOR THE BROWNSVILLE PUBLIC UTILITIES BOARD

EAST RIO HONDO WATER SUPPLY CORPORATION CERTIFICATE

THIS PLAT OF "ACACIA PLACE AT MADEIRA PHASE ONE" HAS BEEN CONSIDERED AND APPROVED BY EAST RIO HONDO WATER SUPPLY CORPORATION OF CAMERON COUNTY, TEXAS ("ERHWSC") ERHWSC HEREBY CERTIFIES THAT POTABLE WATER IS AVAILABLE TO THE SUBDIVISION IN ACCORDANCE WITH ERHWSC'S UNIFORM SUBDIVISION NON-STANDARD WATER SERVICE AGREEMENT EXECUTED BY MADEIRA DEVELOPMENT, LLC, ERHWSC'S REGULATIONS, AND PAYMENT OF APPROPRIATE FEES, ANY MODIFICATION TO THIS PLAT AFTER THIS DATE SHALL CAUSE THIS APPROVAL TO BECOME VOID

DATED THIS 23RD DAY OF August, 2024.

APPROVED BY Brian E. Macmanus
GENERAL MANAGER

CITY OF BROWNSVILLE
PLANNING AND ZONING COMMISSION

I, ELIZA VASQUEZ CHAIR OF THE PLANNING AND ZONING COMMISSION TO THE CITY OF BROWNSVILLE, TEXAS, HEREBY CERTIFY THAT SAID COMMISSION HAS APPROVED THIS VERSION OF THE FINAL PLAT OF "ACACIA PLACE AT MADEIRA PHASE ONE", WITH SAID PLAT CONSISTING OF 13 SHEET(S) OF WHICH THIS SHEET IS NUMBER 10, AND HEREBY DECLARE THAT ANY TAMPERING WITH SAID PLAT AFTER THE AFOREMENTIONED DATE SHALL CAUSE SUCH APPROVAL TO BECOME VOID.

WITNESS MY HAND ON THIS THE 15 DAY OF October, 2024

Eliza Vasquez
ELIZA VASQUEZ, CHAIR
PLANNING AND ZONING COMMISSION




VICINITY MAP 1"=2000'

STATE OF TEXAS
COUNTY OF CAMERON

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND FURTHER CERTIFY THAT PROPER BOUNDARY CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

JOSE D. MEDINA, R.P.L.S.
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5719

STATE OF TEXAS / REGISTERED / JOSE D. MEDINA / 5719 / PROFESSIONAL LAND SURVEYOR

31 July 2024
DATE

STATE OF TEXAS
COUNTY OF CAMERON

THE UNDERSIGNED HEREBY CERTIFIES THAT ALL AD VALOREM TAXES OWED TO ALL OF THE TAXING UNITS REPRESENTED BY THE UNDERSIGNED ARE CURRENTLY PAID IN FULL FOR THE YEAR 2023, FOR THE AREA INSIDE THE BOUNDARIES OF "ACACIA PLACE AT MADEIRA PHASE ONE"

WITNESS MY HAND ON THIS THE 30th DAY OF July, 2024

TONY YZAGUIRRE, JR.
TAX ASSESSOR-COLLECTOR

BY Mary Ramos
DEPUTY

STATE OF TEXAS
COUNTY OF CAMERON

I, SYLVIA GARZA-PEREZ, COUNTY CLERK OF CAMERON COUNTY, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED AND DULY RECORDED ON THE 18th DAY OF October, 2024 AT 3:10 O'CLOCK AM / PM IN THE MAP RECORDS OF CAMERON COUNTY, TEXAS, DOCUMENT NO. 14932.

BY. Blanca Bernard DEPUTY

DEVELOPER:
MADEIRA DEVELOPMENT,LLC.
5219 McPHERSON SUITE #300
LAREDO, TEXAS 78041
(956) 725-1297

NUMBER OF LOTS: 167

PLAT NUMBER: F-7054
MADEIRA SUBDIVISION PHASE ONE

91.14 ACRES OF LAND OUT OF A 1282.657 ACRE TRACT CONVEYED TO MADEIRA PROPERTIES, LTD. RECORDED IN VOLUME 8551, PAGE124, OFFICIAL RECORDS, CAMERON COUNTY, TEXAS OUT OF SHARE 1, ESPIRITU SANTO GRANT, CAMERON COUNTY, TEXAS AND COMPRISED OF 89.20 ACRES AND A 1.94 ACRE DRAINAGE LOT OUT OF SAID 1282.657 ACRE TRACT

Scale: 1" = 0

FERRIS, FLINN & MEDINA, LLC
ENGINEERS SURVEYORS
1405 N. STUART PLACE ROAD
PALM VALLEY, TEXAS 78552

FERRIS, FLINN & MEDINA, LLC
ENGINEERS SURVEYORS
1405 N. STUART PLACE ROAD
HARLINGEN, TEXAS 78552

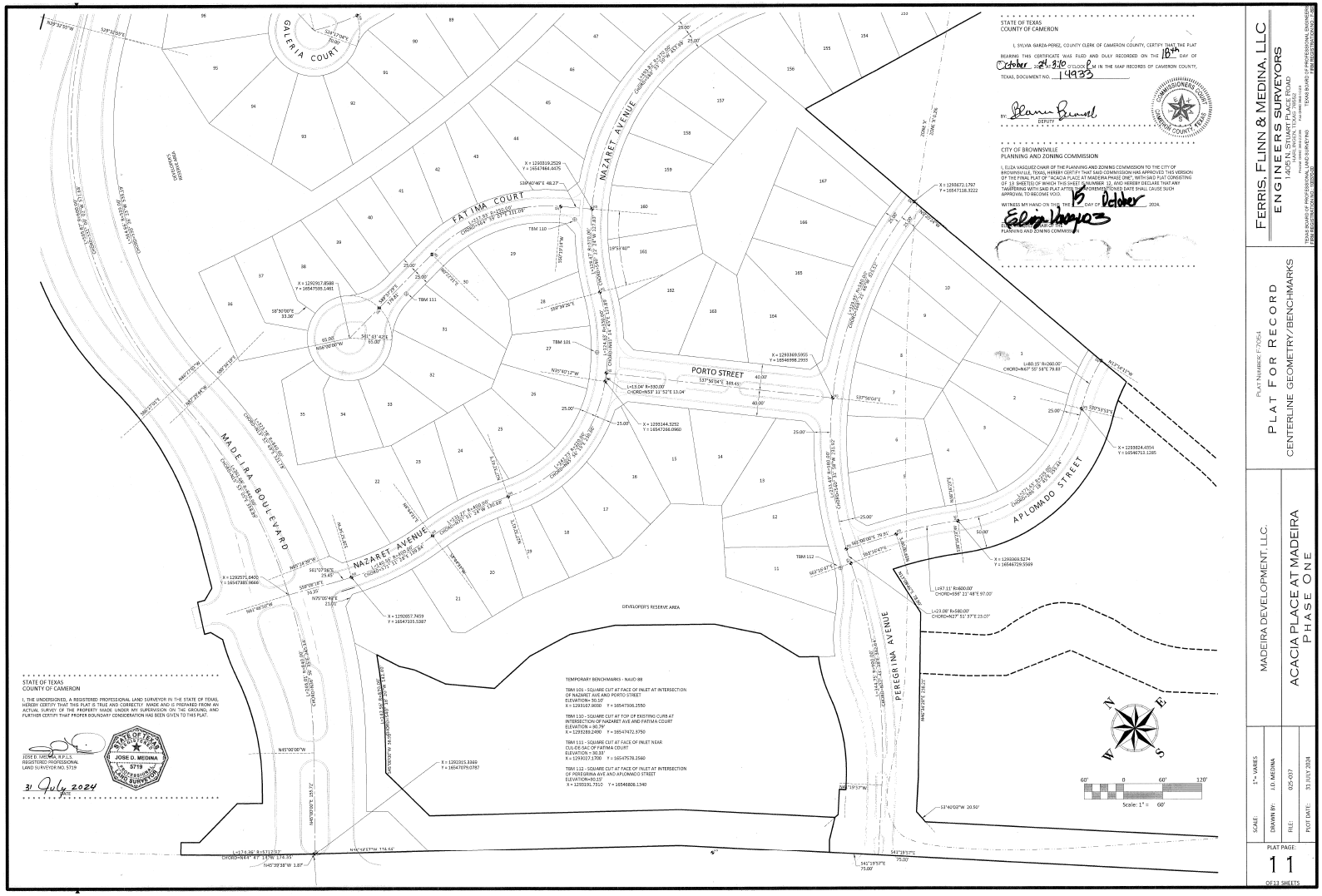
PLAT FOR RECORD
CERTIFICATION

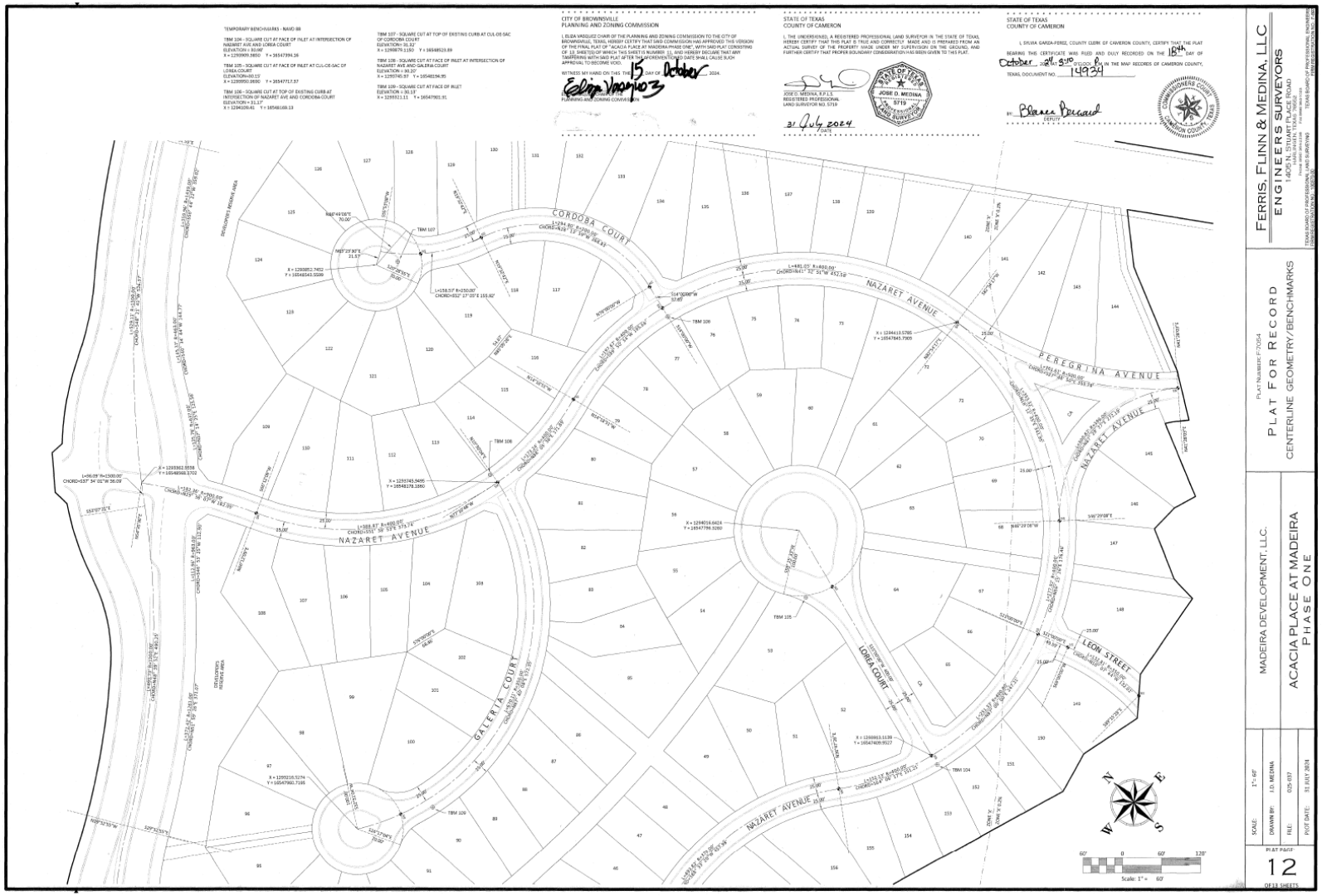
MADEIRA DEVELOPMENT, LLC.

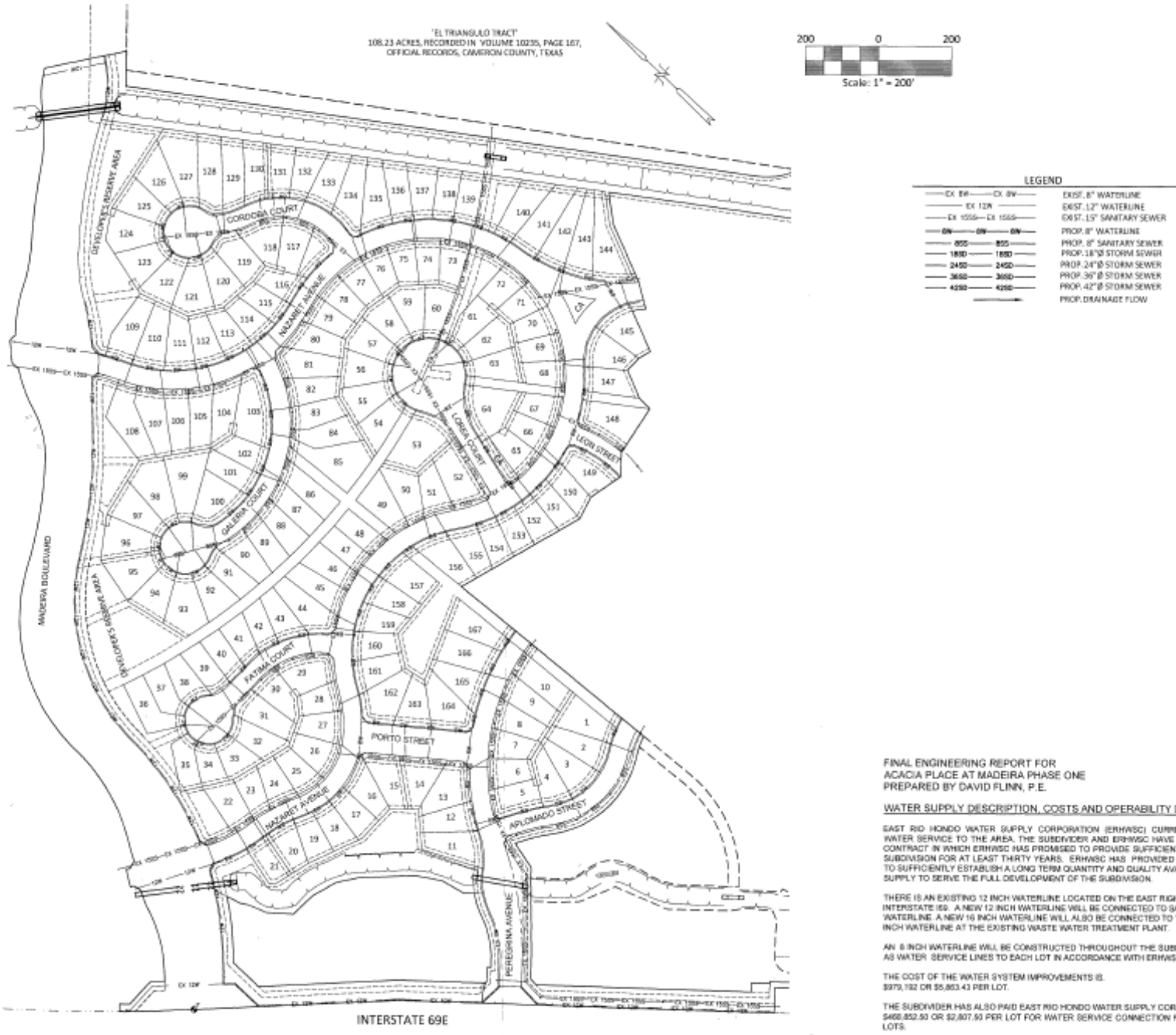
ACACIA PLACE AT MADEIRA
PHASE ONE

| SCALE: | DRAWN BY: | FILE: | PLOT DATE: |
|---|---|---|---|
| 1" = N/A | J. MEDINA | 025-037 | 28 JULY 2024 |

PLAT PAGE:
10
OF 13 SHEETS

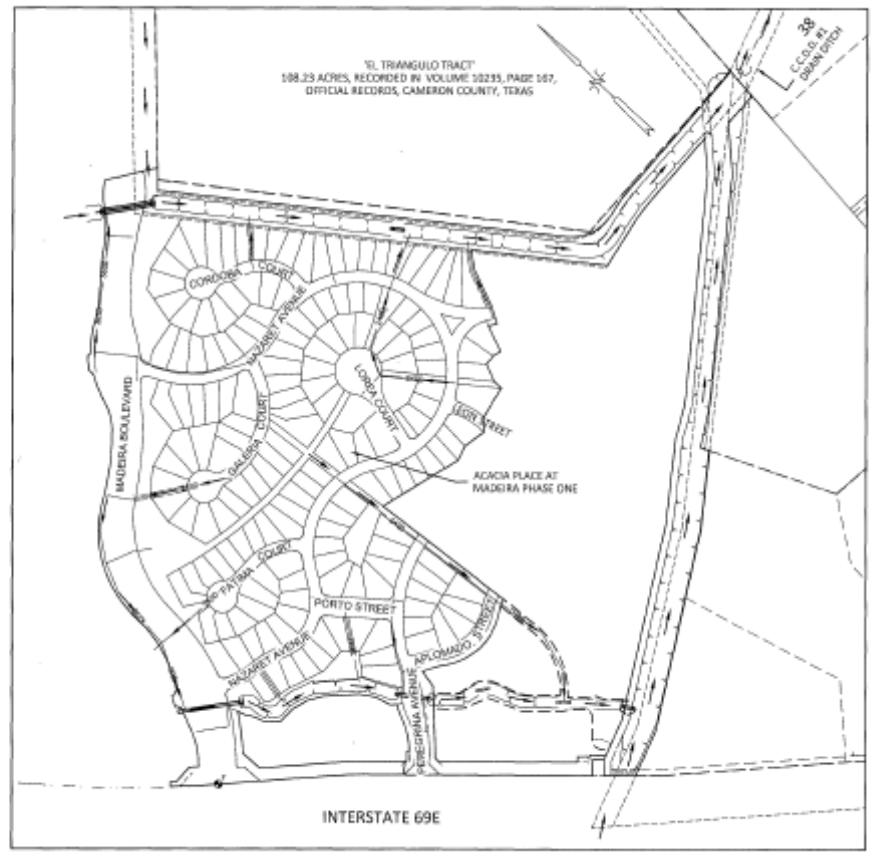

STATE OF TEXAS
COUNTY OF CAMERON
I, SYLVIA GARZA-PEREZ, COUNTY CLERK OF CAMERON COUNTY, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED AND DULY RECORDED ON THE 18th DAY OF October A.D. 2024 AT 3:10 O'CLOCK P.M. IN THE MAP RECORDS OF CAMERON COUNTY, TEXAS, DOCUMENT NO. 14933
BY: DEPUTY
CITY OF BROWNSVILLE
PLANNING AND ZONING COMMISSION
I, ELIZA VASQUEZ CHAIR OF THE PLANNING AND ZONING COMMISSION TO THE CITY OF BROWNSVILLE, TEXAS, HEREBY CERTIFY THAT SAID COMMISSION HAS APPROVED THIS VERSION OF THE FINAL PLAT OF "ACACIA PLACE AT MADEIRA PHASE ONE", WITH SAID PLAT CONSISTING OF 10 SHEET(S) OF WHICH THIS SHEET IS NUMBER 11, AND HEREBY DECLARE THAT ANY TAMPERING WITH SAID PLAT AFTER THE RECOMMENDED DATE SHALL CAUSE SUCH APPROVAL TO BECOME VOID.
WITNESS MY HAND ON THIS THE 15 DAY OF October 2024.
PLANNING AND ZONING COMMISSION
STATE OF TEXAS
COUNTY OF CAMERON
I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND FURTHER CERTIFY THAT PROPER BOUNDARY CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.
JOSE D. MEDINA, R.P.L.S.
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5719
31 July 2024
DATE
JOSE D. MEDINA
5719
REGISTERED
PROFESSIONAL
LAND SURVEYOR
TEMPORARY BENCHMARKS - NAVD 88
TBM 101 - SQUARE CUT AT FACE OF INLET AT INTERSECTION OF NAZARET AVE AND PORTO STREET
ELEVATION= 50.59'
X = 1293107.9030 Y = 16547306.3550
TBM 110 - SQUARE CUT AT TOP OF EXISTING CURB AT INTERSECTION OF NAZARET AVE AND FATIMA COURT
ELEVATION = 49.79'
X = 1293281.2899 Y = 16547472.3750
TBM 111 - SQUARE CUT AT FACE OF INLET NEAR CUL-DE-SAC OF FATIMA COURT
ELEVATION = 50.33'
X = 1293027.1700 Y = 16547578.2560
TBM 112 - SQUARE CUT AT FACE OF INLET AT INTERSECTION OF PEREGRINA AVE AND APLOMADO STREET
ELEVATION=50.15'
X = 1293191.7310 Y = 16546808.1340
GALERIA COURT
FATIMA COURT
NAZARET AVENUE
PORTO STREET
MADEIRA BOULEVARD
APLOMADO STREET
PEREGRINA AVENUE
DEVELOPERS RESERVE AREA
TBM 110
TBM 111
TBM 101
TBM 112
N
E
S
W
60' 0 60' 120'
Scale: 1" = 60'
FERRIS, FLINN & MEDINA, LLC
ENGINEERS SURVEYORS
1445 E. EXPRESSWAY 83, SUITE 2 MISSION, TEXAS 78572
(956) 581-1600
TEXAS BOARD OF PROFESSIONAL ENGINEERS
FIRM REGISTRATION NUMBER: F-2312
TEXAS BOARD OF PROFESSIONAL LAND SURVEYING
FIRM REGISTRATION NUMBER: 100318-00
PLAT NUMBER: F-7054
PLAT FOR RECORD
CENTERLINE GEOMETRY/BENCHMARKS
MADEIRA DEVELOPMENT, LLC.
ACACIA PLACE AT MADEIRA
PHASE ONE
SCALE: 1"= VARIES
DRAWN BY: J.D. MEDINA
FILE: 025-017
PLOT DATE: 31 JULY 2024
PLAT PAGE:
11
OF 13 SHEETS


CORDOBA COURT
NAZARET AVENUE
PEREGRINA AVENUE
LEON STREET
GALERIA COURT
LORCA COURT
FERRIS, FLINN & MEDINA, LLC
ENGINEERS SURVEYORS
PLAT FOR RECORD
CENTERLINE GEOMETRY/BENCHMARKS
MADEIRA DEVELOPMENT, LLC.
ACACIA PLACE AT MADEIRA
PHASE ONE
PLAT PAGE
12
OF 13 SHEETS




MAP OF WATER, SANITARY SEWER DISTRIBUTION SYSTEM

PLAN DE DISTRIBUCION DEL SYSTEMA DE AGUA POTABLE, MEJORAS DE DRENAJE SANITARIO
SCALE: 1"=200'




MAP OF POST DEVELOPMENT DRAINAGE SYSTEM
PLAN DE DESAGUE DE EL DRENAJE PLUVIAL
SCALE: 1" = 400'

DRAINAGE REPORT

ACACIA PLACE AT MADEIRA PHASE ONE IS ON LAND THAT SLOPES TOWARDS THE SOUTH AND EAST TO THE EXISTING C.C.D.D. # 1 DITCH. THE PHASE ONE LOTS WILL BE GRADED SLIGHTLY SO THAT STORM WATER RUNOFF WILL DRAIN TO THE PROPOSED PUBLIC STREETS.

EACH STREET SHALL CAPTURE STORM WATER RUN-OFF FROM THE LOTS AND CARRY IT TOWARDS THE CURB INLETS, THENCE THROUGH THE PROPOSED STORM SEWER SYSTEM. THENCE TO A DRAIN DITCH AND ON TO C.C.D.D. #1 DRAINAGE DITCH.

ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCIES FIRM MAP, COMMUNITY PANEL NO. 480103 0445 F (FEBRUARY 16, 2018), THE PROPOSED SUBDIVISION IS LOCATED WITHIN ZONE X AND ZONE X 0.2 PCT ANNUAL CHANCE.

THIS PLAT CONTAINS A NOTE THAT STATES THAT EACH HOUSE SHALL BE ELEVATED TO ELEVATION 32.00 MSL OR 24 INCHES ABOVE TOP OF CURB AT FRONT AND CENTER OF LOT, WHICHEVER IS GREATER. THE ABOVE MEASURE WILL PROVIDE POSITIVE DRAINAGE AWAY FROM ALL PROPOSED HOME SITES, AND ROUTE RUNOFF DRAINAGE TO THE PROPOSED STREETS.

CERTIFICATION

UNDER LOCAL GOVERNMENT CODE 232.0214, FLOOD PLAIN MEANS ANY AREA IN THE 100 YEAR FLOOD PLAIN THAT IS SUSCEPTIBLE TO BEING INUNDATED BY WATER FROM ANY SOURCE AS IDENTIFIED BY FEMA UNDER THE NATIONAL FLOOD INSURANCE ACT. BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100 YEAR FLOOD PLAIN AS SHOWN IN FIRM COMMUNITY PANEL NO. 480103 0445 F DOES NOT EXIST IN THIS SUBDIVISION AND THAT THE PROPOSED DRAINAGE FACILITIES WILL PROVIDE DRAINAGE ADEQUATE SUCH THAT THE 100 YEAR STORM WILL NOT CAUSE FLOODING OF THE PROPOSED HOMES PROVIDED PERPETUAL AND CONSISTENT MAINTENANCE OF DRAINAGE DITCHES BY THE GOVERNING ENTITIES.

*David H. Flinn*
DAVID H. FLINN, P.E.
TEXAS REGISTRATION NO. 82637
DATE 7-31-24

STATE OF TEXAS
DAVID H. FLINN
82637

REPORTE DE DRENAJE

EL FRACCIONAMIENTO ACACIA PLACE AT MADEIRA FASE UNO ES UN TERRENO QUE DECIENDE HACIA EL SURESTE A EL DREN EXISTENTE DE C.C.D.D. NO. 1. LOS SOLARES DE LA FASE UNO SERÁN GRADUADOS LIGERAMENTE PARA QUE LA DESCARGUE DE AGUAS PLUVIALES SE DESAGÜE HACIA LAS CALLES PROPUESTAS. CADA CALLE CAPTURARÁ AGUAS DE DESCARGUE PROCEDENTES DE LOS LOTES Y LLEVARLO A LA ACERA, DONDE SE FLUIRA A TRAVÉS DEL ALCANTARILLADO PLUVIAL PROPUESTO. A PARTIR DE AHÍ SERÁ LLEVADO AL DREN DE C.C.D.D. # 1. EL ÁREA DE DRENAJE SE MUESTRA EN EL PLAN DE DESAGUE, QUE ES UNA PARTE DE ESTE PLANO

DE ACUERDO A LA PLANICIE DE INUNDACION DE LA ADMINISTRACION FEDERAL (F.I.A.-POR SUS SIGLAS EN INGLES) LA CUAL ADMINISTRA EL PROGRAMA NACIONAL DE SEGURO POR INUNDACION (NATIONAL FLOOD INSURANCE RATE MAP) CON EL MAPA DE COMUNIDAD ESTABLECIDA POR LA AGENCIA FEDERAL DE MANEJO DE EMERGENCIAS (F.E.M.A-POR SUS SIGLAS EN INGLES) CON EL PANEL NUMERO 480103 0560 F. ESTA AREA SE ENCUENTRA EN LA ZONA 'X' Y ZONA 'X' 0.2% LA CUAL ES DEFINIDA POR F.E.M.A. COMO AREAS DE INUNDACION MINIMA

EL PLANO DE ESTE FRACCIONAMIENTO CONTIENE UNA NOTA LA CUAL REFLEJA QUE CADA VIVIENDA DEBERA TENER A UNA ELEVACION DE 28.00' SOBRE EL NIVEL DEL MAR O 24 PULGADAS ARRIBA DEL CORDON CENTRADO AL FIENTE DEL SOLAR, EL CUAL SEA. PROVEERA FLUJO POSITIVO SOBRE LAS VIVIENDAS Y A LA VIA DE DESAGUE A LA CALLES.

CERTIFICACION

BAJO EL CÓDIGO 232.021 DEL GOBIERNO LOCAL "LA PLANICIE DE INUNDACIÓN" (FLOODPLAIN), SIGNIFICA UNA AREA EN LA ZONA DE INUNDACION DE 100 ANOS CUAL ES SUCEPTIBLE DE SER INUNDADA POR AGUAS DE CUALQUIER ORIGEN O COMO ES IDENTIFICADO POR F.E.M.A. BAJO LA F.I.A. (LA ADMINISTRACION FEDERAL DE SEGUROS). CON MI FIRMA YO CERTIFICO QUE ESTE FRACCIONAMIENTO SE ENCUENTRA DENTRO DE LOS DERECHOS DE VIA DEDICADOS EN EL MAPA Y QUE LAS VIVIENDAS, SI CONSTRUIDAS DE ACUERDO A LAS ELEVACIONES MINIMAS AQUI DESCRITAS, ESTARAN FUERA DE LA PLANICIE DE INUNDACION DE 100 ANOS, CON LA CONDICION QUE LAS ZANJAS Y DRENES MANTENGAN UN MANTENIMIENTO PERPETUO POR LAS ENTIDADES GUBERNAMENTALES CORRESPONDIENTES

ESTE REPORTE FUE PREPAREDO POR EL INGENIERO CIVIL, DAVID H. FLINN, CON EL REGISTRO NUMERO 82637 DE EL ESTADO DE TEXAS

FINAL ENGINEERING REPORT FOR
ACACIA PLACE AT MADEIRA PHASE ONE
PREPARED BY DAVID FLINN, P.E.

WATER SUPPLY DESCRIPTION, COSTS AND OPERABILITY DATE:

EAST RIO HONDO WATER SUPPLY CORPORATION (ERHWSC) CURRENTLY PROVIDES WATER SERVICE TO THE AREA. THE SUBDIVIDER AND ERHWSC HAVE ENTERED INTO A CONTRACT IN WHICH ERHWSC HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THIS SUBDIVISION FOR AT LEAST THIRTY YEARS. ERHWSC HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH A LONG TERM QUANTITY AND QUALITY AVAILABILITY WATER SUPPLY TO SERVE THE FULL DEVELOPMENT OF THE SUBDIVISION.

THERE IS AN EXISTING 12 INCH WATERLINE LOCATED ON THE EAST RIGHT OF WAY OF INTERSTATE I69. A NEW 12 INCH WATERLINE WILL BE CONNECTED TO SAID 12 INCH WATERLINE. A NEW 16 INCH WATERLINE WILL ALSO BE CONNECTED TO THE EXISTING 16 INCH WATERLINE AT THE EXISTING WASTE WATER TREATMENT PLANT.

AN 8 INCH WATERLINE WILL BE CONSTRUCTED THROUGHOUT THE SUBDIVISION AS WELL AS WATER SERVICE LINES TO EACH LOT IN ACCORDANCE WITH ERHWSC STANDARDS.

THE COST OF THE WATER SYSTEM IMPROVEMENTS IS.
$979,192 OR $5,863.43 PER LOT.

THE SUBDIVIDER HAS ALSO PAID EAST RIO HONDO WATER SUPPLY CORPORATION $468,852.50 OR $2,807.50 PER LOT FOR WATER SERVICE CONNECTION FEES FOR ALL 167 LOTS.

THE WATER SYSTEM WILL BE OPERABLE BY JULY 31, 2024. THE SUBDIVIDER HAS EXECUTED A WATER SERVICE AGREEMENT IN WHICH ERHWSC WILL PROVIDE SUFFICIENT WATER SERVICE TO ACACIA PLACE AT MADEIRA PHASE ONE FOR AT LEAST 30 YEARS.

SEWAGE FACILITIES: DESCRIPTION, COSTS AND OPERABILITY DATE:

WASTEWATER SERVICES WILL BE PROVIDED BY EAST RIO HONDO WATER SUPPLY CORPORATION (ERHWSC).

THERE IS AN EXISTING 15 INCH SANITARY SEWER LINES LOCATED AT THE SOUTHWEST CORNER OF THE PROPERTY. SANITARY SEWER FOR THE SUBDIVISION WILL BE CONNECTED TO THE EXISTING 15 INCH SANITARY SEWER. A NEW 8 INCH AND 15 INCH SANITARY SEWER SYSTEM WILL BE CONSTRUCTED WITHIN THE SUBDIVISION TO PROVIDE SERVICE.

A 4" SERVICE LINE WILL BE INSTALLED TO EACH OF THE 167 LOTS, IN ACCORDANCE WITH ERHWSC STANDARDS.

THE COSTS OF THE WASTEWATER COLLECTION SYSTEM IS:
$427,005 OR $2,556.92 PER LOT.

THE SUBDIVIDER HAS ALSO PAID TO ERHWSC.
$461,531.50 OR $2,763.66 PER LOT FOR SEWAGE CONNECTION FEE

THE WASTEWATER COLLECTION SYSTEM WILL BE OPERABLE JULY 31, 2024. THE SUBDIVIDER HAS EXECUTED AN AGREEMENT IN WHICH ERHWSC WILL PROVIDE SANITARY SEWER SERVICES FOR AT LEAST 30 YEARS.

CERTIFICATION

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE RULES ADOPTED UNDER 16.343 WATER CODE. I CERTIFY THE ESTIMATED COST TO PROVIDE WATER AND WASTEWATER FACILITIES AS DESCRIBED ABOVE ARE AS FOLLOWS:

WATER FACILITIES - ALL WATER FACILITIES ARE FULLY CONSTRUCTED TO EACH LOT.

THE SUBDIVIDER HAS COVERED THE TOTAL COST OF $979,192 TO SERVE 167 LOTS.

SEWAGE FACILITIES - ALL WASTEWATER FACILITIES ARE FULLY CONSTRUCTED TO EACH LOT.

THE DEVELOPER HAS PAID IN THE AMOUNT OF $427,005 TO SERVE 167 LOTS.

*David H. Flinn*
DAVID H. FLINN, P.E.
TEXAS REGISTRATION No. 82637
DATE 7-31-24

STATE OF TEXAS
DAVID H. FLINN
82637

REPORTE FINAL DE INGENIERÍA PARA EL FRACCIONAMIENTO
ACACIA PLACE AT MADEIRA FASE UNO

PROVISION DE AGUA
DESCRIPCION, COSTO Y FECHA DE OPERABILIDAD:

EAST RIO HONDO WATER SUPPLY CORPORATION (ERHWSC POR SUS INSIALES EN INGLES) ACTUALMENTE PRESTA SERVICIÓ DE AGUA POTABLE EN LA ZONA. EL FRACCIONADOR Y ERHWSC HAN FIRMADO UN ACUERDO POR EL CUAL ERHWSC SE COMMPROMETE A PROVEER CON SUFICIENTE AGUA POTABLE AL FRACCIONAMIENTO POR NO MENOS DE TREINTA (30) ANOS. EL ERHWSC INDICA QUE TIENE LA DOCUMENTACION ADECUADA ESTABLECER LA CALIDAD Y CANTIDAD A LARGO PLAZO DE LOS RECURSOS DISPONIBLES DE AGUA POTABLE PARA DAR SERVICIO AL DESARROLLO TOTAL DE ESTE FRACCIONAMIENTO.

HAY UNA LÍNEA EXISTENTE DE DOCE (12) PULGADAS UBICADA EN EL LADO ESTE DE LA CALLE LAREDO. UNA NUEVA LINEA DE AGUA POTABLE DE DOCE (12) PULGADAS ESTARA CONECTADA A UNA LINEA DE AGUA POTABLE DE DOCE (12) PULGADAS. LA LINEA NUEVA DE AGUA POTABLE DE DIECISEIS (16) PULGADAS TAMBIEN ESTARA CONECTADA A LA LINEA EXISTENTE DE AGUA POTABLE DE DIECISEIS (16) PULGADAS EN LA CALLE DE BASQUE.

UNA LÍNEA DE AGUA POTABLE DE OCHO (8) PULGADAS SERA CONSTRUIDA EN TODO EL FRACCIONAMIENTO AL IGUAL QUE TODAS LAS LINEAS DE SERVISIOS A CADA SOLAR DENTRO DEL FRACCIONAMIENTO DE ACUERDO ALAS NORMAS ESTABLESIDAS POR ERHWSC.

EL COSTO DE LAS MEJORAS AL SISTEMA DE AGUA POTABLE ES: $979,192 O $5,863.43 POR SOLAR.

EL SUBDIVIDOR TAMBIÉN HA PAGADO A ERHWSC $468,852.50 O $2,807.50 POR SOLAR POR CUOTAS DE CONEXION AL SERVICIO DE AGUA POTABLE PARA TODOS LOS 167 SOLARES.

EL SISTEMA DE AGUA POTABLE SERÁ OPERABLE EL 31 DE JULIO DE 2024. EL FRACCIONAMIENTO HA EJECUTADO UN ACUERDO DE SERVICIO DE AGUA EN EL QUE ERHWSC PROPORCIONARÁ SERVICIO DE AGUA SUFICIENTE A LA SUBDIVISIÓN LUGAR DE ACACIA EN MADEIRA FASE UNO POR LO MENOS 30 AÑOS.

MEJORAS DE DRENAGE SANITARIO
DESCRIPCION, COSTO Y FECHA DE OPERABILIDAD

LOS SERVICIOS DE AGUAS RESIDUALES SERÁN PROPORCIONADOS POR EAST RIO HONDO WATER SUPPLY CORPORATION (ERHWSC).
EXISTE UNA LINEA SANITARIA DE QUINCE (15) PULGADAS UBICADA AL SUROESTE. LA LINEA SANITARIA CONSTRUIRA UNA LINE DE OCHO (8) PULGADAS QUE SE CONECTARA A UNA LINEA DE QUINCE (15) PULGADAS PARA PROPORCIONAR EL SERVICIO AL FRACCIONAMIENTO.

SE INSTALARÁ UNA LÍNEA DE SERVICIO DE CUATRO (4) PULGADAS EN CADA UNO DE LOS 167 SOLARES, DE ACUERDO CON LAS NORMAS DE ERHWSC.

EL COSTO DEL SISTEMA DE RECOLECCIÓN DE AGUAS RESIDUALES SON:
$427,005 O $2,556.92 POR SOLAR.

EL FRACCIONADOR TAMBIÉN HA PAGADO A ERHWSC:
$461,531.50 O $2,763.66 POR SOLAR PARA CUBRIR LAS CUOTAS DE CONEXIÓN PARA AGUAS RESIDUALES.

EL SISTEMA DE RECOLECCIÓN DE AGUAS RESIDUALES ESTARA OPERABLE PARA EL 31 DE JULIO DEL 2024. EL FRACCIONADOR HA EJECUTADO UN ACUERDO EN EL CUAL BPUB PROVEERA SERVICIO DE DRENAGE SANITARIO POR AL MENOS 30 AÑOS.

CERTIFICACION

CON MI FIRMA YO CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA POTABLE Y DE DRENAJE SANITARIO ANTERIORMENTE DESCRITOS EN ESTE DOCUMENTO, CUMPLEN CON LAS REGLAS MODELO PARA FRACCIONAMIENTOS (MODEL SUBDIVISION RULES), ADOPTADAS EN LA SECCION 16.343 DEL CODIGO DE AGUAS DE TEXAS (TEXAS WATER CODE). CERTIFICO QUE LOS COSTOS ESTIMADOS PARA INSTALAR LAS MEJORAS DE AGUA Y DRENAGE ANTERIORMENTE MECIONADOS SON

MEJORAS DE AGUA - TODAS LAS INSTALACIONES DE AGUA POTABLE AN SIDO CONSTRUIDAS EN SU TOTALIDAD PARA CADA SOLAR.

EL FRACCIONADOR HA CUBIERTO LA CANTIDAD DE $979,192 DLS. PARA LA PROVISION DE AGUA POTABLE PARA CADA UNO DE LOS 167 SOLARES

DRENAGE SANITARIO - TODAS LAS INSTALACIONES DE DRENAGE SANITARIO AN SIDO CONSTRUIDAS EN SU TOTALIDAD PARA CADA SOLAR.

EL FRACCIONADOR HA CUBIERTO LA CANTIDAD DE $427,005 DLS. A ERHWSC PARA LA PROVISION DE DRENAJE SANITARIO PARA CADA UNO DE LOS 167 SOLARES.

ESTE REPORTE FUE PREPARDO POR EL INGENIERO CIVIL DAVID H. FLINN, NUMERO DE REGISTRO DE TEXAS: 82637.

CITY OF BROWNSVILLE
PLANNING AND ZONING COMMISSION

I, ELIZA VASQUEZ CHAIR OF THE PLANNING AND ZONING COMMISSION TO THE CITY OF BROWNSVILLE, TEXAS, HEREBY CERTIFY THAT SAID COMMISSION HAS APPROVED THIS VERSION OF THE FINAL PLAT OF "ACACIA PLACE AT MADEIRA PHASE ONE", WITH SAID PLAT CONSISTING OF 13 SHEET(S) OF WHICH THIS SHEET IS NUMBER 13, AND HEREBY DECLARE THAT ANY TAMPERING WITH SAID PLAT AFTER THE AFOREMENTIONED DATE SHALL CAUSE SUCH APPROVAL TO BECOME VOID.

WITNESS MY HAND ON THIS THE 15 DAY OF October 2024.

*Eliza Vasquez*
ELIZA VASQUEZ, CHAIR OF THE
PLANNING AND ZONING COMMISSION

STATE OF TEXAS
COUNTY OF CAMERON

I, SYLVIA GARZA-PEREZ, COUNTY CLERK OF CAMERON COUNTY, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED AND DULY RECORDED ON THE 18th DAY OF October, 2024 AT 3:10 O'CLOCK P.M. IN THE MAP RECORDS OF CAMERON COUNTY, TEXAS, DOCUMENT NO. 14935.

COMMISSIONERS COURT CAMERON COUNTY, TEXAS

BY: *Blanca Bernal*
DEPUTY

DEVELOPER:
MADEIRA DEVELOPMENT, LLC.
5219 MCPHERSON SUITE #300
LAREDO, TEXAS 78041
(956) 725-1297

NUMBER OF LOTS: 167

PLAT NUMBER: F-7054
ACACIA PLACE AT MADEIRA PHASE ONE

91.14 ACRES OF LAND OUT OF A 1282.657 ACRE TRACT CONVEYED TO MADEIRA PROPERTIES, LTD. RECORDED IN VOLUME 8551, PAGE124, OFFICIAL RECORDS, CAMERON COUNTY, TEXAS OUT OF SHARE 1, ESPIRITU SANTO GRANT, CAMERON COUNTY, TEXAS AND COMPRISED OF 89.20 ACRES AND A 1.94 ACRE DRAINAGE LOT OUT OF SAID 1282.657 ACRE TRACT

FERRIS, FLINN & MEDINA, LLC
ENGINEERS SURVEYORS
1405 N. STUART PLACE ROAD
PALM VALLEY, TEXAS 78552
PHONE (956) 364-2236 FAX (956) 364-1023
TEXAS BOARD OF PROFESSIONAL LAND SURVEYING FIRM REGISTRATION NO. 10023000
TEXAS BOARD OF PROFESSIONAL ENGINEERS FIRM REGISTRATION NO. F-897

| SCALE: | DRAWN BY: | FILE: | PLOT DATE: |
|---|---|---|---|
| 1"= VARIES | JMM | 025-037 | 28 JULY 2024 |

PLAT PAGE: 13
OF 13 SHEETS

FERRIS, FLINN & MEDINA, LLC
ENGINEERS SURVEYORS
1405 N. STUART PLACE ROAD
HARLINGEN, TEXAS 78552
TEXAS BOARD OF PROFESSIONAL LAND SURVEYING FIRM REGISTRATION NO.: 100370-00
TEXAS BOARD OF PROFESSIONAL ENGINEERS FIRM REGISTRATION NO.: F-897

PLAT FOR RECORD
ENGINEERING PAGE

MADEIRA DEVELOPMENT, LLC.

ACACIA PLACE AT MADEIRA
PHASE ONE

## APPENDIX A – O&M BUDGET

# ACACIA PLACE AT MADEIRA PHASE I— PID COSTS

| Maintenance Activity | Quantity | Price | Monthly Cost |
|---|---|---|---|
| Zone #1 - 1.59 acres | 4.33 | $147,87/1 | $ 640.28 |
| Zone #2 - 2.11 acres | 4.33 | $196.23/1 | $ 849.68 |
| Zone #3 - 1.86 acres | 2.17 | $172.98/2 | $ 375.37 |
| Zone #4 - 0.16 acres | 4.33 | $ 14.88/1 | $ 64.43 |
| Zone #5 – 0.28 acres | 4.33 | $ 26.04/1 | $ 112.75 |
| Zone #6 – 0.36 acres | 4.33 | $ 33.48/1 | $ 144.97 |
| Zone #7 – 0.08 acres | 4.43 | $ 7.44/1 | $ 32.22 |
| Zone #8 – 0.10 acres | 4.33 | $ 9.30/1 | $ 40.27 |
| Zone #9 – 0.50 acres | 4.33 | $ 46.50/1 | $ 201.35 |
| Zone #10 – 0.49 acres | 2.17 | $ 45.57/2.5 | $ 98.89 |
| Zone #11 – 0.30 acres | .05 | $ 27.90/2.5 | $ 13.95 |
| Zone #12 – 0.61 acres | 4.33 | $ 56.73/1 | $ 245.64 |
| Zone #13 – 1.11 acres | 4.33 | $103.23/1 | $ 446.99 |
| Zone #14 – 1.05 acres | 2.17 | $ 96.65/2 | $ 211.90 |
| Zone #15 – 0.28 acres | 2.17 | $ 26.04/2 | 56.51 |
| Zone #16- 0.917 acres | 2.17 | $ 85.28/2 | $185.06 |
| Zone #17 – 0.14 acres | 4.33 | $ 13.02/1 | $ 56.38 |
| Zone #18 – 0.40 acres | 4.33 | $ 37.20/1 | $ 161.08 |

| | | | |
|---|---|---|---|
| Zone #19 = 1.60 acres | 2.17 | $ 148.80 | $ 322.90 |
| Zone #20 – 15.14 acres | 0.33 | $1,488.02/3 | $ 464.65 |
| Madeira Blvd – 4.5 acres | 4.33 | $418.50/1 | $ 1,812.11 |
| Nature Trail – 2 acres | 0.33 | $186.00 | $ 61.38 |
| Fertilizer | 0.17 | $4,180.00 | $ 710.60 |
| Irrigation Inspection/Maintenance | 1.0 | $500.00 | $ 500.00 |
| Fertilizer/Plants | 0.17 | $2,200.00 | $ 374.00 |
| Mulch/DG/Stone (Allowance) | 0.083 | $6,500.00 | $ 539.50 |
| Trash Removal | 4.33 | $ 175.00 | $ 757.75 |
| Power Wash Stamped Concrete | 0.17 | $ 750.00 | $ 127.50 |
| Security Camera | | | $1,670.00 |
| Landscaping Electricity | | | $ 400.00 |
| **SUBTOTAL- MONTHLY** | | | **$ 11,678.00** |
| **SUBTOTAL - ANNUAL** | | | **$140,136.00** |
| **Annual Administration and Legal** | | | **$ 31,346.00** |
| **Total Annual Cost** | | | **$171,482.00** |

# APPENDIX B – BUYER DISCLOSURE

The following buyer disclosures are found in this Appendix:

- Madeira Espiritu Santo Public Improvement District Number One Buyer Disclosure

# MADEIRA ESPIRITU SANTO PUBLIC IMPROVEMENT DISTRICT NUMBER ONE
# BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____

_____

_____

_____

_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO

CITY OF BROWNSVILLE, TEXAS

CONCERNING THE FOLLOWING PROPERTY

_____

STREET ADDRESS

As the purchaser of the real property described above, you are obligated to pay assessments to City of Brownsville, Texas, for the costs of a portion of a public improvement or services project (the "Supplemental Services") undertaken for the benefit of the property within the ***Madeira Espiritu Santo Public Improvement District Number One*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE SUPPLEMENTAL SERVICES, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Brownsville. The exact amount of each annual installment will be approved each year by the Brownsville City Commission in each operations and maintenance service and assessment plan for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Brownsville.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Cameron County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][1]

[1] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____
SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas] [3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Cameron County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____
SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Cameron County.

| | |
|---|---|
| To: | Mayor and City Commission |
| Through: | Alan Guard, Interim City Manager |
| From: | Perla Cepeda, Organizational Dev. & Human Resources Director |
| Date: | Tuesday, August 18, 2026 |
| Agenda #: | Consideration and **ACTION** to grant employees an additional paid holiday and/or personal day based on the results of the Employee Time-Off Preference Survey for Fiscal Year 2026–2027. (Organizational Development & Human Resources Department) |

**Summary:**
As part of the City's commitment to being an employer of choice. OD&HR surveyed all non-civil service employees to gather input on a proposed new paid time off option. 47% of non-civil service employees responded to the survey.

**Project Scope and Analysis:**
addd ing d

**Funding:**

**Source:**
**Amount:**
**Local Contribution if Applicable:**

**Recommendation:**
Satff recommends approval of an additional Personal Day at the discretion of the City Commission. (Use it or Lose it), consistent with the preference of 62% responses of 419 surveyed non-civil service employees.

**Commission Pillar:**
Governance

**Attachments:**
None

| | |
|---|---|
| To: | Mayor and City Commission |
| Through: | Alan Guard, Interim City Manager |
| From: | Jorge Cardenas, Chief Information Officer |
| Date: | Tuesday, August 18, 2026 |
| Agenda #: | Consideration and **ACTION** to award a managed print services contract to Documation, Inc. for the provision, installation, maintenance, and support of a managed print solution for a term of sixty-three (63) months, in an amount not to exceed $247,619 annually and a total contract amount not to exceed $1,300,000, as budgeted. (Information Technology Department) |

**Summary:**
The Information Technology Department is requesting approval to enter into a **63-month Managed Print Services agreement with Documation Inc.** in an amount not to exceed $1,300,000 to replace the City's fragmented printer environment with one centrally managed solution.

This project is not simply about purchasing printers.

It is about modernizing how the City manages printing, reducing operating costs, improving reliability, increasing security, and eliminating unnecessary administrative overhead.

Today, departments operate printers from multiple manufacturers under different service arrangements. This decentralized model increases maintenance costs, creates inconsistent service levels, and makes it difficult to control printing expenses.

By moving to a single managed solution, the City will:
- Save approximately **$329,000 every year**
- Replace aging equipment with modern multifunction devices
- Eliminate fragmented maintenance contracts
- Improve service response times
- Increase security of sensitive City information
- Provide better accountability for printing costs

This proposal represents an investment in operational efficiency while lowering the City's long-term cost of ownership.

**Project Scope and Analysis:**
Printing remains a critical business function.
Police reports, court documents, utility records, engineering plans, finance documents, HR files, permits, purchasing records, and many other City services rely on dependable printing every day.
Over time, the City's printer fleet has grown without a centralized strategy.
Today the City manages:
- Multiple printer manufacturers
- Different maintenance agreements
- Different toner purchasing processes
- Aging equipment
- Inconsistent service levels
- Limited visibility into printing costs

As equipment continues to age, maintenance costs increase while reliability decreases.
Rather than continuing to replace printers individually over time, this project creates a citywide standard that is easier to manage and significantly less expensive over the life of the contract.

**What Is Managed Print Services?**
Managed Print Services (MPS) is similar to how the City manages other critical infrastructure. Instead of purchasing printers individually and repairing them as they fail, the City contracts with one provider responsible for the entire printing environment.
The vendor provides:
- Equipment
- Installation
- Maintenance
- Repairs
- Toner
- Replacement parts
- Monitoring
- Technical support

This allows City staff to focus on serving residents rather than managing printer issues.

**What Will Be Included**
The proposed agreement includes:

**40 New Multifunction Color Printers**
Modern devices capable of:
- Printing
- Copying
- Scanning
- Secure document management

These devices will replace aging equipment throughout City departments.

**Centralized Print Management Software**
The project includes implementation of PaperCut, a print management system that allows the City to:
- Track printing activity
- Reduce unnecessary printing
- Improve accountability
- Allocate printing costs

- Generate usage reports
- Identify opportunities for additional savings

PaperCut also supports secure printing using employee badge authentication.

**Ongoing Maintenance**

The vendor assumes responsibility for:

- Preventive maintenance
- Emergency repairs
- Toner replacement
- Supplies
- Parts
- Equipment monitoring

Departments will no longer need to coordinate repairs individually.

**Funding:**

**Source:** 702-241-776

**Amount:** $1,300,000.00

**Local Contribution if Applicable:**

**Recommendation:**

The Information Technology Department respectfully recommends that the Mayor and City Commission approve a contract with **Documation Inc.** for a comprehensive Managed Print Services solution in an amount **not to exceed $1,300,000** for a **63-month term**.

Approval of this project will modernize the City's print environment, improve service reliability, strengthen information security, simplify vendor management, and reduce long-term operating costs while supporting more efficient delivery of City services.

**Commission Pillar:**

Quality of Life & Vibrancy, Infrastructure, Governance

**Attachments:**

1. 264-26-IT-CP-DOCUMATION (Legal)
2. Procurement Analysis - 264-26-IT-CP 1

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# Contract Summary Form

## Contract Number 264-26-IT-CP

| | |
|---|---|
| **Procurement Info** | |
| **Procurement Method:** | **Cooperative** |
| **New Contract:** | **Yes ☒ No ☐** |
| **Advertisement Dates, if any:** | **N/A** |
| **Award Date:** | |
| **Contractor** | |
| **Vendor Name:** | DOCUMATION, INC. |
| **Address:** | 4560 Lockhill Selma Rd. #100, San Antonio, Texas 78249 |
| **Point of Contact / Project Manager*:** | Oralia Ortiz |
| **Email Address:** | oortiz@mation.com |
| **City Contact Information** | |
| **Department:** | **IT** |
| **Point of Contact / Project Manager:** | James McCoy |
| **Email Address:** | James.McCoy@brownsvilletx.gov |
| **Contract Term** | |
| **Contract Amount:** | $1,173,753.00 |
| **Contract Base/Primary Term:** | 63 Months |
| **Renewal Periods (if any):** | NA |
| **Total Term of Contract:** | 63 Months |
| **Budget Information** | |
| **State or Federal Funds:** | **Yes ☐ No ☒** |
| **GL Account:** | |

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**CITY OF BROWNSVILLE CONTRACT AGREEMENT FOR COPIERS, PRINTERS SERVICES**
**264-26-IT-CP**

**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 DOCUMATION, INC. 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, Compensation, Fees (Exhibit A)
      ii. Form 2 – Statement of Conflict of Interest (Exhibit B)
      iii. Insurance (Exhibit C)
      iv. Form 3 – Texas Ethics Commission Certificate of Interested Parties (1295) (Exhibit D)
      v. Omnia Cooperative Contract Number – R241203

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.

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4. **Term of Agreement.**

   a. This Agreement shall become effective upon approval by the City Commission and execution by the Mayor of the City of Brownsville or the Mayor's designee. The sixty-three (63) month service term shall commence on the effective date of the DOCUMATION Master Agreement, which shall occur following the successful installation of all equipment, unless otherwise agreed to by the Parties in writing. The term of this Agreement shall be subject to the appropriation and availability of funds by the City. There are no renewal options, extension options, or automatic renewals under this Agreement.

5. **Compensation**

   a. Contractor agrees that compensation for services shall be as specified in the Contract Documents "Exhibit A". It is acknowledged and agreed by Contractor that compensation, as enumerated in Exhibit A, 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. Invoices 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.

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 C". 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.

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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 Service portion of 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, or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. In the event Vendor does not perform the services set forth herein, CITY shall so inform Vendor in writing within ten (10) days after non-performance, specifying the manner in which CITY believes the Services to be deficient, and Vendor shall have a period of ninety (90) days from the receipt of such notice to correct the deficiency. In the event that Vendor does not correct the deficiency within such period, CITY shall then have the option of terminating the portion of the agreement related to the non-performance by submitting thirty (30) days' prior written notice to Vendor. The customer will still be responsible for the contracted equipment payment obligation for the device. If any portion of the service is cancelled, service and supplies will no longer be provided for the specific devices for which service was cancelled.

b. *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.

c. *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.

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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.**

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, 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.**

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**

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**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.**

**12. 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. *Modification or Amendment.* No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

e. *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.

f. *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:

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| | |
|---|---|
| If to Contractor: | DOCUMATION, INC<br>4560 Lockhill Selma Rd. #100<br>San Antonio, Texas 78249 |
| If to CITY: | City of Brownsville<br>1001 E. Elizabeth St.<br>Brownsville, Texas, 78521 |

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

g. *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.

h. *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: DocuSigned by: [signature] |
| Print Name: _____ | Print Name: Robby Brown |
| Title: _____ | Title: President - South Texas |
| Date: _____ | Date: 07/08/2026 |

APPROVED AS TO FORM

Alyssa J. Castillon
Assistant City Attorney

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# Exhibit A

# Managed Print Services Summary and Scope of Work

## Summary

The City of Brownsville is entering into a 63-month agreement with DOCUMATION INC. for the provision, installation, maintenance, and support of a managed print services solution. The contract value is $1,173,753, payable in monthly installments of $18,631. DOCUMATION INC. will provide a one-time payment of $100,000 to satisfy the remaining obligations associated with existing Xerox and Ricoh printer contracts.

## Scope of Work

DOCUMATION INC. shall provide a managed print services solution for the City of Brownsville, including the delivery, installation, configuration, maintenance, and support of the equipment and software identified below:

- Delivery and installation of thirty-nine (39) Kyocera MZ4001ci Color Multifunction Printers.
- Delivery and installation of one (1) Kyocera MZ7500ci Heavy Duty Color Multifunction Printer.
- Implementation and configuration of PaperCut print management software, including device licensing and card reader integration.
- Removal and coordination of the return of designated Xerox and Ricoh devices being replaced under this agreement.
- Hard drive removal and destruction for replaced devices, including provision of a certificate of destruction.
- Training for City personnel on the operation of the new printing equipment and PaperCut software.
- Ongoing service, maintenance, toner, and supplies for designated existing devices, including one (1) Ricoh PRO C5300 and selected desktop printing devices retained by the City.
- Provision of a one-time payment of $100,000 to the City of Brownsville to satisfy remaining obligations associated with the existing Xerox and Ricoh printer contracts.
- DOCUMATION INC. shall provide the City with an inventory and utilization report on a quarterly basis identifying covered equipment, device locations, print volumes, service activity, and any additions, removals, replacements, or relocations of equipment occurring during the reporting period. Upon the City's request, DOCUMATION INC. shall participate in meetings to review account status and discuss any operational or equipment-related matters, provided such meetings shall not be required more than once per calendar quarter.

## Equipment Modifications

During the term of the Agreement, the City may request the addition, removal, replacement, or relocation of printers and related equipment to accommodate operational needs. Any such modifications shall be subject to mutual written agreement of the parties and, where applicable, adjustment of pricing, service levels, and equipment schedules in accordance with the Agreement.

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DOCUMATION

# TECHNOLOGY PROPOSAL

Recommendations
prepared for:

City of BROWNSVILLE
On the Border By the Sea
Texas

IT • PRINT • SOFTWARE • VOICE

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# FINDINGS RECAP

## Facts:

The City of Brownsville has the following in-house output technology, related monthly volumes and cost (based on industry standards):

| Output Device | # Units | Monthly Volume | # Invoices | Monthly Cost | Cost Per Page |
|---|---|---|---|---|---|
| Desktop Printers | 59 | 56,231 | | $5,077.65 | .0903 |
| Desktop B/W & Color Multi Function | 124 | 77,046 | | $ 6,957.25 | .0903 |
| B/W and Color Multi Function | 45 | 360,711 | | $ 33,975.73 | .0942 |
| Production | 1 | 1,795 | | $ 89.03 | .0496 |
| Total | 229 | 495,783 | 2 | $ 46,099.66 | 0.0902 |

| | |
|---|---|
| Total Combined Document Volume: | 495,783 |
| Total Monthly Document Production Cost:<br>Includes $9,625.49 Invoices (Ricoh, Xerox, DOCUmation) | $ 46,099.66 |
| Total # Vendors: | 4 |
| Overall Total Cost: | $46,099.66 |

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# EQUIPMENT RECOMMENDATIONS

## NEW EQUIPMENT:



**Kyocera MZ4001ci** - 40ppm Color MFP **(Qty 34)**

- Print, Copy, and Scan Capabilities
- 320-Sheet Dual Scan Document Processor
- 1 Letter-Sized Paper Tray and 3 Adjustable Paper Trays
- Internal Staple Finisher
- Business Class Surge Protector



**Kyocera MZ4001ci** - 40ppm Color MFP **(Qty 4)**

- Print, Copy, and Scan Capabilities
- 320-Sheet Dual Scan Document Processor
- 1 Letter-Sized Paper Tray and 3 Adjustable Paper Trays
- 1,000-Sheet Multi-Position Staple Finisher
- Business Class Surge Protector



**Kyocera MZ4001ci** - 40ppm Color MFP **(Qty 1)**

- Print, Copy, and Scan Capabilities
- 320-Sheet Dual Scan Document Processor
- 1 Letter-Sized Paper Tray and 3 Adjustable Paper Trays
- 4,000-Sheet Multi-Position Staple Finisher with Booklet and Fold
- Business Class Surge Protector



**Kyocera MZ7500ci** - 75ppm Heavy Duty Color MFP **(Qty 1)**

- Print, Copy, and Scan Capabilities
- 500-Sheet Dual Scan, Single-Pass Document Processor
- 2 Paper Trays adjustable up to 12x18 sized paper
- 1 Dual Tray LCT for Letter-Sized paper
- 4,000-Sheet Multi-Position Staple Finisher
- Business Class Surge Protector

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# EQUIPMENT RECOMMENDATIONS

**NEW EQUIPMENT SUMMARY:**

| | |
|---|---|
| **Kyocera MZ4001ci** - 40ppm Color MFP | **(Qty 34)** |
| **Kyocera MZ4001ci** - 40ppm Color MFP | **(Qty 4)** |
| **Kyocera MZ5001ci** - 50ppm Color MFP | **(Qty 1)** |
| **Kyocera MZ7500ci** - 75ppm Heavy Duty Color MFP | **(Qty 1)** |
| **Existing Ricoh PRO C5300s** – 80ppm Color PRO MFP | **(Qty 1)** |
| **Existing Desktop Devices** (5 Desktop MFPs and 1 Printer) | **(Qty 6)** |
| **PaperCut Software** – for 40 devices* | |

## Monthly Payment: $18,631.00

**Includes for New Fleet:** 200,000 B&W per month (overages @ $.0105)
100,000 Color per month (overages @ $0.0546)

**Remaining Desktop Devices:** 3,000 B&W per month (overages @ $.022)
3,000 Color per month (overages @ $0.115)

**All service, supplies, maintenance & toner are included**
*Partner with us and we'll take care of everything, from install to training.*
*(paper & staples not included)*

***PaperCut Software:**
- Includes 40 device licenses and Card Readers
- Support for up to 10 Print Deploy Zones
- Fax integration for up to 12 published fax lines
- Fax solution includes 2,000 pages per month (inbound and outbound combined)

***DOCUmation will provide a check to the City of Brownsville in the amount of $100,000 for remaining payments on the Xerox & Ricoh contracts.***

**ADDITIONAL NOTES:**
- There will be **no price increases** for the term of the contract
- Agreement **includes a Municipal Non-Appropriations Addendum**
- There will be **no additional costs for Property Tax or Sales Tax**
- **New Equipment Pricing based on OMNIA contract # R241203**
- DOCUmation will pick up 24 old Xerox/Ricoh devices and cover costs to remove and replace all hard drives
- A certificate of destruction will be provided for the shredded drives
- We will cover the costs and mange the return shipping for these 24 devices

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# EQUIPMENT RECOMMENDATIONS

## ADDITIONAL EQUIPMENT OPTIONS:



**Kyocera MA5500ifx** - 57ppm B&W Desktop MFP **$38.00 mo ea**

- Print, Copy, Scan, & Fax Capabilities
- 75-Sheet Dual Scan Document Processor
- 1 Paper Tray for Letter/Legal
- Business Class Surge Protector



**Kyocera PA5000x** - 50ppm B&W Desktop Printer **$20.00 mo ea**

- Print Capabilities
- 1 Paper Tray for Letter/Legal
- Business Class Surge Protector

**NOTES:**

- Above listed devices can be added as needed
- Pricing based on new term when added
- All service and supplies will be included in the New Fleet service pools

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## LOCALLY-LED LOCATIONS

Abilene

Amarillo

Dallas

Fort Worth

Houston

Lubbock

Midland-Odessa

San Antonio

The Hill Country

The Valley

Tyler-Longview

Waco

West Texas




## WEB AND SOCIAL

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# THANK YOU

Best Companies to Work for in Texas

DOCUMATION
IT • PRINT • SOFTWARE • VOICE

San Antonio, South Texas, East Texas, West Texas,
Hill Country, DFW, Houston, Austin

Master Agreement No. _____

# Master Agreement

## CUSTOMER INFORMATION

| Bill To Full Customer Legal Name | Telephone # | Contact Person | Title |
|---|---|---|---|
| City of Brownsville | 956-548-1055 | James McCoy | IT Director |
| **Street Address** | **City** | **State** | **Zip Code** |
| 1105 East Adams Street | Brownsville | TX | 78520 |

## EQUIPMENT INFORMATION

| Quantity | Description (or Accessories) |
|---|---|
| 39 | Kyocera MZ4001ci |
| 1 | Kyocera MZ7500ci |
| 1 | Ricoh PRO C5300 (Listed for service and supplies) |
| 2 | Kyocera M5526cidn (Listed for service and supplies) |
| 3 | Kyocera M6635cidn (Listed for service and supplies) |
| 1 | Kyocera P3155dn (Lised for service and supplies) |
| 1 | PaperCut Software (Includes 40 device licenses and card readers, 10 Print Deploy Zones, eFax for 12 lines) |
| | |
| | |
| | |

| | | | |
|---|---|---|---|
| **Payment** *Plus Applicable Taxes* | $18,631.00 | **Term (Months)** | 63 |
| **Payment Frequency** | Monthly | **Meter Reading Frequency** | Quarterly |
| **Black Image Monthly Allowance** | 200,000 | **Excess Per Image Charge (Black)** | $0.01050 |
| **Color Image Monthly Allowance** | 100,000 | **Excess Per Image Charge (Color)** | $0.05460 |
| **Desktop Black Image Monthly Allowance** | 3,000 | **Excess Per SF Image Charge (Desktop Black)** | $0.02200 |
| **Desktop Color Image Monthly Allowance** | 3,000 | **Excess Per SF Image Charge (Desktop Color)** | $0.11500 |

Copier Engine Consumable Supplies Included Unless Otherwise Indicated. Excludes Throughput Stocks & Staples.
**THIS AGREEMENT CANNOT BE TERMINATED EARLY**

## CUSTOMER ACCEPTANCE

By signing below customer certifies that all conditions and terms of this agreement on the first and second page have been reviewed and acknowledged and that this deal could be assigned to a financial provider of our choice.

| | | | |
|---|---|---|---|
| | | Federal Tax ID: | |
| Company Name: | City of Brownsville | | |
| By (Please Print): | | | |
| Signature: | | | |
| Title: | Date: | | |

## OWNER ACCEPTANCE

| | |
|---|---|
| Owner: | **Documation of San Antonio, LLC** |
| By: | Robby Brown |
| Signature: | DocuSigned by: Robby Brown C8DAA0D8C68043E... |
| Title: | President - South Texas |
| Date: | 07/08/2026 |

## DELIVERY AND ACCEPTANCE

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted. All conditions and terms of this agreement have been reviewed, acknowledged and are now irrevocable and unconditional.

| | |
|---|---|
| By (Please Print): | Title: |
| Signature: | Date: |



Rev. 01/16/2026

APPROVED AS TO FORM
Alyssa J. Castillon
Assistant City Attorney

## MASTER TERMS & CONDITIONS

1. **Ownership and Use of System**: Owner is the sole owner and title holder to the "System". The "System" shall mean all hardware and software (except as limited by section 10 below) included on the Master Agreement. Customer agrees to keep the System and associated products free and clear of all liens and claims. Customer agrees that the System and associated products will be used solely for business purposes and not for consumer purposes or personal use and that the Customer's location is a business address.
2. **Payment**: Monthly payments will begin on the Commencement Date (as defined below). The Customer agrees to pay Owner the base payment which includes the minimum base image allowance when due. The Customer also agrees to pay a charge for each image in excess of the image allowance. The base payment and the charge for the overages are as indicated on the first page of this Agreement. If any payment is more than ten days late, the Customer agrees to pay a fee of up to 15% or $29 (whichever is greater) on the overdue amount, but not to exceed the maximum amount allowed by law. The Customer also agrees to pay $35 for each check that the bank returns for insufficient funds or any other reason. At the end of the first year of this Agreement, and once each successive twelve-month period thereafter, Owner may increase the base payment and the Excess Per Image charges by an amount not to exceed 6% of the then current payment and charges. The Customer's obligation to pay the base payments and its other obligations hereunder is absolute and unconditional and is not subject to cancellation, reduction, setoff or counterclaim. THIS AGREEMENT IS NON-CANCELABLE.
3. **Excess Images**: Customer will submit true and accurate System meter readings to Owner for the System by the end of the second workday of each billing period in any reasonable manner requested by Owner, including an automated collection system. If Customer fails to submit meter readings, Owner may estimate meters and generate invoicing based upon the estimated meter readings.
4. **Term and Transition Billing**: This Agreement is binding upon Customer on the date Customer signs the Agreement. The Agreement is effective on the date Customer signs the Delivery and Acceptance ("Effective Date"). The term of the Agreement begins on date designated by us after receipt of all required documentation and acceptance by us ("Commencement Date") and continues for the number of months designated as "Term" on the first page of this Agreement. Customer agrees to pay an interim base payment in the amount of 1/30 of the monthly base payment, for each day from and including the Effective Date until the day preceding the Commencement Date.
5. **Upgrade and Downgrade Provision**: Owner may review your image volume and, in its discretion, propose options for upgrading or downgrading, not exceeding 20%, to accommodate your needs.
6. **Taxes and Fees**: This is a net agreement. In addition to rent, the Customer agrees to pay all taxes, fees, and filing costs related to the use of the System, even billed after the end of the Agreement. Owner will file property tax returns and bill the Customer as soon as an invoice from the local jurisdiction is received. Owner has the option to estimate any taxes due for the year and bill the Customer periodically in advance on the basis of that estimate. The Customer agrees that if Owner pays any taxes or charges on the Customer's behalf, Customer will reimburse Owner for all such payments and will pay Owner a fee for collecting and administering any taxes, assessments or fees and remitting them to the appropriate authorities. The Customer will indemnify Owner on an after-tax basis against the loss of any tax benefits anticipated at the Commencement Date arising out of the Customer's acts or omissions. Owner may charge Customer a reasonable fee to cover documentation and investigation costs. Any amount or fee charged under this Agreement may include a profit.
7. **UCC Filing**: The Customer authorizes Owner or its assignee to sign any documents in connection with the Uniform Commercial Code ("UCC") on the Customer's behalf. The Customer authorizes Owner to insert the serial number(s) of the System in this Agreement (including any schedules) and in any filings. In order to protect our rights in the System, Customer grants the Owner a security interest in the System if this Agreement is deemed a secured transaction and Customer authorizes Owner to record a UCC-1 financing statement or similar instrument, and appoint Owner as its attorney-in-fact to execute and deliver such instrument, in order to show Owner's interest in the System.
8. **Collateral Protection, Liability and Insurance**: The Customer is responsible for any damage to or loss of the System and any losses or injury caused by the System. The Customer promises to keep the System fully insured against loss until the Agreement is paid in full and maintain insurance that protects Owner from liability for any damage or injury caused by the System or its use. The Customer promises to provide Owner with evidence of the insurance, showing Owner as the loss payee for the full replacement value of the System and additional insured for public liability and third party property insurance, upon request. If Customer fails to provide such evidence within 30 days after the commencement of this Agreement, Owner has the option, but not the obligation to do as provided in either (A) or (B) as follows, as determined in Owner's discretion: (A) Owner may secure property loss insurance on the System from a carrier of Owner's choosing in such forms and amounts as Owner deems reasonable to protect Owner's interests. If Owner secures insurance on the System, Customer will not be named as an insured party, Customer's interests may not be fully protected, and Customer will reimburse Owner the premium which may be higher than the premium Customer would pay if Customer obtained insurance, and which may result in a profit to Owner through an investment in reinsurance. If Customer is current in all of its obligations under the Agreement at the time of loss, insurance proceeds received relating to insurance Owner obtains pursuant to this subsection (A) will be applied, at Owner's option, to repair or replace the System, or to pay Owner the remaining payments due or to become due under this Agreement, discounted at 2% per annum; or (B) Owner may charge Customer a monthly damage surcharge of up to .0035 of the System cost as a result of Owner's credit risk and administrative and other costs, as would be further described on a letter from Owner to Customer. We may make a profit on this program. NOTHING IN THIS PROVISION WILL RELIEVE CUSTOMER OF THE RESPONSIBILITY FOR LIABILITY INSURANCE ON THE SYSTEM. Owner may file claims and endorse insurance checks on the Customer's behalf.
9. **Indemnity**: After installation, Owner is not responsible for any losses or injuries caused by the use or possession of the System. Except for claims, losses, or damages caused by Owner's gross negligence or willful misconduct, Customer agrees to hold harmless, indemnify and defend Owner and Owner's assignee, if applicable, against any claims, losses, or damages, including attorney fees, in any way related to the System. This indemnity obligation will continue after the termination of this Agreement if the loss or injury occurred during the term of the Agreement. IN NO EVENT SHALL OWNER BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGES.
10. **Maintenance and Care of Owner's System**: The Customer agrees to install, use, and maintain the System in accordance with Documation specifications and use only those supplies supplied or approved by Documation which meet manufacturer specifications. Customer agrees to maintain the System in good working condition, eligible for manufacturer's certification, normal wear and tear excepted. Maintenance, provided by Documation, is included for the listed System. Maintenance includes, and is limited to; parts repair or replacement and associated labor for service required as a result of normal wear and tear. Supplies, excluding throughput stocks and staples are included unless otherwise indicated. Work associated with Customer's information technologies not listed on this Agreement, including but not limited to software, computers, data files and network is not covered by the Owner, and is billable to Customer. Owner is not responsible for any damage to Customer's information technology systems. Customer is responsible for all software agreements and Owner is not a party to any such licensing, but will include such software as part of the Agreement. Owner does not own any software and cannot transfer any interest in it to Customer. In accordance with this Agreement, Customer will deliver the System to Owner in good condition and repair, except for normal wear and tear.
11. **Location of System**: The Customer will keep the System at the location specified in this Agreement. The Customer must obtain Owner's written permission to move the System. The Customer will allow Owner or its agents to inspect the System at any reasonable time wherever it is located.
12. **Assignment**: THE CUSTOMER HAS NO RIGHT TO SELL, ENCUMBER, SUBLET, TRANSFER, OR ASSIGN THE SYSTEM OR THIS AGREEMENT. Owner may sell, transfer, or assign this Agreement without notice and if Owner does, the assignee will have the same rights and benefits Owner has and will not have to perform any of "Owner's" obligations. Owner will retain those obligations and Customer agrees that the rights of the assignee will not be subject to any claims, defenses, or setoffs the Customer may have against the Owner.
13. **Warranty Disclaimer**: OWNER MAKES NO WARRANTY EXPRESS OR IMPLIED INCLUDING THAT THE SYSTEM IS FIT FOR A PARTICULAR PURPOSE OR THAT THE SYSTEM IS MERCHANTABLE. OWNER TRANSFERS TO CUSTOMER ANY WRITTEN WARRANTIES MADE BY THE VARIOUS MANUFACTURERS REPRESENTED IN THIS AGREEMENT. CUSTOMER AGREES CUSTOMER HAS SELECTED THE SUPPLIER AND EACH ITEM OF THE SYSTEM AND ASSOCIATED PRODUCTS BASED UPON ITS OWN JUDGMENT AND DISCLAIMS ANY RELIANCE UPON ANY ORAL STATEMENTS OR REPRESENTATION MADE BY OWNER. CUSTOMER WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE CUSTOMER'S OBLIGATIONS TO OWNER UNDER THIS AGREEMENT.
14. **Default and Remedies**: The Customer will be in default if any of the following occurs: (i) Customer does not pay any amount under this Agreement or other sum due to Owner or any other entity, (ii) Customer breaches any other term of this Agreement or any other agreement with Owner or any material agreement with any other entity, (iii) Customer or any guarantor dies, dissolves or terminates existence; (iv) Customer makes or has made false statements or misrepresentations to Owner; (v) there has been a material adverse change in Customer or any guarantor's financial, business or operating condition; (vi) any guarantor defaults under any guaranty for this Agreement; (vii) Customer or any guarantor becomes insolvent or unable to pay its debts when due; Customer stops doing business as a going concern; Customer merges, consolidates, or transfers all or substantially all of its assets; or (viii) Customer makes an assignment for the benefit of its creditors or voluntarily files or has filed against it an action under any bankruptcy proceedings. If the Customer defaults, Owner can take the following remedies: a) terminate this Agreement; b) require Customer to pay 1) all past due amounts hereunder and 2) all remaining payments for the unexpired term, discounted to present value at a 2% discount rate; c) require Customer to return the System at the Customer's expense; or d) exercise any other remedy available at law or equity. The Customer promises to pay Owner's reasonable attorney fees and any cost associated with enforcement of this Agreement. Customer also agrees to pay interest on all past due amounts, from the due date, at 1.5% per month. This action will not void the Customer's responsibility to maintain and care for the System, nor will Owner be liable for any action taken on any third party's behalf.
15. **Business Agreement and Choice of Law**: THE CUSTOMER AGREES THAT THIS AGREEMENT WILL BE GOVERNED UNDER THE APPLICABLE LAW OF THE STATE IN WHICH THE OWNER (OR, IF ASSIGNED BY OWNER, OWNER'S ASSIGNEE) MAINTAINS ITS PRINCIPAL OFFICES, AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. OWNER (AND ITS ASSIGNEE) AND CUSTOMER WAIVE THE RIGHT TO A TRIAL BY JURY IN THE EVENT OF A LAWSUIT AND WAIVE ANY RIGHT TO TRANSFER VENUE.
16. **Renewal and Return of System**: After the Minimum Term, as defined by the Agreement and any written extension thereof, this Agreement will automatically renew on a twelve (12) month basis unless 1) the Customer notifies Owner in writing not less than 90 days prior to the expiration of the Minimum Term or extension of its intention to return the System and 2) the Customer returns the System as provided below. Providing the Customer has given such timely notice, it shall return the System, freight and insurance prepaid, to Owner in good repair condition and working order, ordinary wear and tear excepted, in a manner and to a location designated by Owner. The Customer must pay any additional rents due until the System is received in good working condition by Owner or its agents. Customer is responsible for protecting and removing any confidential data/images stored on the System prior to its return for any reason. Customer may not terminate this Agreement early without Owner's consent.
17. **Other Rights**: The Customer agrees that Owner's delay, or failure to exercise any right's does not prevent Owner from exercising them at a later time. If any part of this Agreement is found to be invalid, then it shall not invalidate any of the other parts and the Agreement shall be modified to the minimum extent as permitted by law. The terms of this Agreement supersedes any related Purchase order.
18. **UCC-2A Provisions**: Customer waives any and all rights and remedies granted to Customer under Sections 2A-508 through 2A-522 of the UCC and agrees that this Agreement, in the hands of Owner's assignee, is, or shall be treated as, an agreement of the type defined in Section 103(1)(g) of Article 2A of the UCC.
19. **Entire Agreement**: This Agreement is the complete agreement between Documation and Customer regarding the financing of the System and replaces any prior oral or written communications between us. Accordingly in entering into this Agreement, neither party is relying upon any representation that is not specified in this Agreement including without limitation, any representations concerning 1) the performance, financing, or assignment of the System; 2) the experiences of other customers; or 3) results or savings Customer may achieve. Neither owner nor the Customer will be bound by any amendment, waiver, or other change unless agreed to in writing and signed by both parties.
20. **MISCELLANEOUS**: Any change in any of the terms and conditions of this Agreement must be in writing and signed by Owner. Customer agrees, however, that Owner is authorized, without notice to Customer, to supply missing information or correct obvious errors in this Agreement. By providing a contact telephone number Customer is consenting to Owner contacting Customer regarding this Agreement. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature. Within 30 days after Owner's request, Customer will deliver all requested information (including tax returns) which Owner deems reasonably necessary to determine Customer's current financial condition and faithful performance of the terms hereof.

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## SPECIAL TERMS AND CONDITIONS

**Reference Master Terms & Conditions, Section 6: Taxes and Fees:**
The Customer is a tax-exempt governmental entity under the laws of the State of Texas and, upon request, will furnish Owner with a valid exemption certificate. Owner shall not invoice the Customer for, and the Customer shall not be responsible for, any sales, use, or similar tax from which the Customer is exempt. As the sole owner and title holder of the System, Owner shall be responsible for any personal property or ad valorem tax assessed against the System, and the Customer shall have no obligation to file returns for, estimate, reimburse, or otherwise pay any such tax. The Customer shall be responsible only for those taxes, if any, lawfully imposed on the Customer and from which it is not exempt. No fee or charge under this Agreement shall include a profit on the collection, administration, or remittance of any tax.

**Reference Master Terms & Conditions, Section 9: Indemnity: This section is revised as follows.**
After installation, Owner is not responsible for any losses or injuries caused by the use or possession of the System. Nothing in this Agreement waives or is intended to waive any governmental immunity available to the Customer under Texas law, and nothing herein requires, or shall be construed to require, the Customer to assess or collect any tax or revenue or to create a sinking fund to satisfy any obligation under this Agreement. IN NO EVENT SHALL OWNER BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGES.

**Reference Master Agreement, Early Termination:**
This agreement cannot be terminated early except as defined in the included "NON-APPROPRIATION AGREEMENT AND ACKNOWLEDGEMENT"

| CUSTOMER ACCEPTANCE | | OWNER ACCEPTANCE | |
|---|---|---|---|
| Company Name | City of Brownsville | Provider: | **Documation of San Antonio, LLC** |
| By (Please Print) | | By: | Robby Brown |
| Signature: | | Signature: | DocuSigned by: C8DAA9D8C58043E... |
| Title: | Date: | Title: | President - South Texas Date: 07/08/2026 |

APPROVED AS TO FORM

Alyssa J. Castillon
Assistant City Attorney

## NON-APPROPRIATION AGREEMENT AND ACKNOWLEDGEMENT
## (Applicable to Governmental Entities Only)

This Non-Appropriation Agreement and Acknowledgement ("Acknowledgement") relates to that certain agreement between Brownsville, City of ("Governmental Entity") and Documation - San Antonio ("Company"), which agreement is identified in Company's records as agreement number 3232689 ("Agreement"). All capitalized terms used in this Acknowledgement which are not defined herein shall have the meanings given to such terms in the Agreement. The undersigned, an authorized representative of Governmental Entity, hereby acknowledges and agrees as follows:

- As of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on Governmental Entity's behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against it were followed; (c) the Equipment will be operated and controlled by Governmental Entity and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) Governmental Entity intends to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) Governmental Entity's obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of its tax or general revenues; and (h) Governmental Entity will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns.
- If Governmental Entity exercises its right under applicable law to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available (without penalty or additional expense (other than the expense of returning the Equipment to the location designated by Company)), Governmental Entity's Chief Executive Officer (or Legal Counsel) will deliver a certificate (or opinion) to Company at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, certifying that (a) Governmental Entity is a state or a fully constituted political subdivision or agency of the state in which it is located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by Governmental Entity; and (d) Governmental Entity has exhausted all funds legally available for the payment of amounts due under the Agreement. This paragraph only applies if, and to the extent that, state law precludes Governmental Entity from entering into the Agreement if the Agreement is deemed to constitute a multi-year unconditional payment obligation. If and to the extent that the items financed under the Agreement is/are software, the above-referenced certificate shall also include certification that the software is no longer being used by Governmental Entity as of the termination date.
- Company relied on this Acknowledgement as part of the Agreement.

A copy of this Acknowledgement containing Governmental Entity's original or facsimile signature or other indication of its intent to agree to the terms set forth herein shall be enforceable for all purposes.

**GOVERNMENTAL ENTITY'S AUTHORIZED SIGNATURE**

**(As Stated Above)** X

SIGNATURE NAME & TITLE DATE

APPROVED AS TO FORM

Alyssa J. Castillon
Assistant City Attorney

VP07NAMC_0426-Docu

Docusign Envelope ID: 807B0087-9044-897E-82A6-DC7DEEB261CB

**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
1034 E Levee Street, City Plaza, 1st Floor, Brownsville, TX 78520
Email: City.Secretary@brownsvilletx.gov
Phone: (956) 548-6042

Docusign Envelope ID: 807B0087-9044-897E-82A6-DC7DEEB261CB

**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: _____

Printed Name: Robby Brown

Title: President - South, Texas

Date: 07/08/2026

Company Name: DOCUmation of San Antonio, LLC

Phone: 210-341-4431

Email: rbrown@mation.com

Docusign Envelope ID: 807B0087-9044-897E-82A6-DC7DEEB261CB

# 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.**

DOCUmation of San Antonio, LLC

**2** ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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**

DocuSigned by:

Signature of vendor doing business with the governmental entity

07/08/2026

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.

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**"EXHIBIT C"**

INSURANCE

Contractor shall obtain and maintain insurance coverage as agreed in paragraph 8 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): 07/08/2026

**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:** Nancy Hutchison |
| SWBC Insurance Services, Inc. | **PHONE (A/C, No, Ext):** (800) 499-7922 **FAX (A/C, No):** (210) 525-0054 |
| P O Box 791028 | **E-MAIL ADDRESS:** nhutchison@swbc.com |
| San Antonio TX 78279 | **INSURER(S) AFFORDING COVERAGE** / **NAIC #** |
| **INSURED** | **INSURER A :** The Charter Oak Fire Ins. Co. 25615 |
| Documation, Inc. | **INSURER B :** Travelers Ind. Co. of America 25666 |
| 4560 Lockhill Selma | **INSURER C :** Travelers Property Cas of Amer 25674 |
| Suite 100 | **INSURER D :** Endurance American Ins. Co. |
| San Antonio TX 78249 | **INSURER E :** / **INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER:** 2026 Master **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<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | | | 630-7X277568 | 05/01/2026 | 05/01/2027 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 300,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY<br>[X] comp 2,000 [X] coll 2,000 | | | BA7K711381 | 05/01/2026 | 05/01/2027 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| C | [X] UMBRELLA LIAB [X] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | CUP7K716757 | 05/01/2026 | 05/01/2027 | EACH OCCURRENCE<br>AGGREGATE | $ 5,000,000<br>$ 5,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N]<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | UB7K714776 | 05/01/2026 | 05/01/2027 | [X] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| D | Cyber LiabilityTechnology E&O | | | CTO30067087401 | 08/28/2025 | 08/28/2026 | $5,000,000 | $15,000 ded. |

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

**CERTIFICATE HOLDER**

City of Brownsville
Procurement Department
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**

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Docusign Envelope ID: 807B0087-9044-897E-82A6-DC7DEEB261CB

**Exhibit D**

# 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: DocuSigned by: Robby Brown

Printed Name: Robby Brown

Title: President - South Texas

Date: 07/08/2026

Company Name: DOCUmation of San Antonio, LLC

Phone: 210-341-4431

Email: rbrown@mation.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:**
2026-1486746

**Date Filed:**
07/08/2026

**Date Acknowledged:**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**
DOCUmation of San Antonio, LLC
San Antonio, 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.**
264-26-IT-CP
COPIERS and PRINTERS SERVICES

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

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

**6 UNSWORN DECLARATION**

My name is Brian D. Edgington, and my date of birth is 06/24/1977.

My address is 4560 Lockhill Selma Rd, Ste 100, San Antonio, TX 78249, _____, _____, _____, _____.
(city) (state) (zip code) (country)

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

Executed in Bexar County, State of TX, on the 8 day of July (month), 20 26 (year).

Signature of authorized agent of contracting business entity
(Declarant)

# PROCUREMENT ANALYSIS

Date: Monday, July 13, 2026
To: Mr. John Cowen Jr., City Mayor
From: Mr. Alan Guard, Interim 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, August 18, 2026.
"Consideration and Action to Authorize a Contract with DOCUMATION INC. in an Amount Not to Exceed $1,300,000.00 for Contract No. 264-26-IT-CP, for a Term of Sixty-Three (63) Months, for Citywide Copier, Printer, and Managed Print Services (IT Department)."

**Executive Summary:**

- Department: IT Department
- Exemption Type: Cooperative Purchase Exemption
- Contract Number: 264-26-IT-CP
- Vendor: DOCUMATION INC.
- Contract Amount: Not to Exceed $1,300,000.00
- Term: 63 Months

**Background:**
The Information Technology Department identified the need to consolidate the City's printer fleet under a single managed print services agreement to improve operational efficiency and reduce printing costs. The new agreement will streamline printer management, provide standardized equipment and support services, and enhance printing security while generating long-term cost savings for the City.

**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 Omnia Cooperative agreement R241203.

**Vendor Information:**
DOCUMATION INC.
4560 Lockhill Selma Rd. #100, San Antonio, Texas 78249
Point of Contact: Oralia Ortiz, Strategic Account Manager
Phone/Email: (512) 424-5431 | oortiz@mation.com

**Exhibits & Supporting Documents:**

- Exhibit A – Proposal
- Exhibit B – Omnia Cooperative Contract R241203
- Exhibit C – 1295 Acknowledged

**Recommendation:**

The Procurement Department recommends that the City Commission authorize a contract with DOCUMATION INC. under a Cooperative Purchasing Agreement in accordance with Texas Local Gov't Code §271.102, for a term of sixty-three (63) months in an amount not to exceed $ 1,300,000.00.

DOCUMATION

# TECHNOLOGY PROPOSAL

Recommendations
prepared for:

City of BROWNSVILLE
On the Border, By the Sea
Texas

IT • PRINT • SOFTWARE • VOICE

# FINDINGS RECAP

## Facts:

The City of Brownsville has the following in-house output technology, related monthly volumes and cost (based on industry standards):

| Output Device | # Units | Monthly Volume | # Invoices | Monthly Cost | Cost Per Page |
|---|---|---|---|---|---|
| Desktop Printers | 59 | 56,231 | | $5,077.65 | .0903 |
| Desktop B/W & Color Multi Function | 124 | 77,046 | | $ 6,957.25 | .0903 |
| B/W and Color Multi Function | 45 | 360,711 | | $ 33,975.73 | .0942 |
| Production | 1 | 1,795 | | $ 89.03 | .0496 |
| Total | 229 | 495,783 | 2 | $ 46,099.66 | 0.0902 |

| | |
|---|---|
| Total Combined Document Volume: | 495,783 |
| Total Monthly Document Production Cost:<br>Includes $9,625.49 Invoices (Ricoh, Xerox, DOCUmation) | $ 46,099.66 |
| Total # Vendors: | 4 |
| Overall Total Cost: | $46,099.66 |

# EQUIPMENT RECOMMENDATIONS

## NEW EQUIPMENT:



**Kyocera MZ4001ci** - 40ppm Color MFP (**Qty 34**)

- Print, Copy, and Scan Capabilities
- 320-Sheet Dual Scan Document Processor
- 1 Letter-Sized Paper Tray and 3 Adjustable Paper Trays
- Internal Staple Finisher
- Business Class Surge Protector



**Kyocera MZ4001ci** - 40ppm Color MFP (**Qty 4**)

- Print, Copy, and Scan Capabilities
- 320-Sheet Dual Scan Document Processor
- 1 Letter-Sized Paper Tray and 3 Adjustable Paper Trays
- 1,000-Sheet Multi-Position Staple Finisher
- Business Class Surge Protector



**Kyocera MZ4001ci** - 40ppm Color MFP (**Qty 1**)

- Print, Copy, and Scan Capabilities
- 320-Sheet Dual Scan Document Processor
- 1 Letter-Sized Paper Tray and 3 Adjustable Paper Trays
- 4,000-Sheet Multi-Position Staple Finisher with Booklet and Fold
- Business Class Surge Protector



**Kyocera MZ7500ci** - 75ppm Heavy Duty Color MFP (**Qty 1**)

- Print, Copy, and Scan Capabilities
- 500-Sheet Dual Scan, Single-Pass Document Processor
- 2 Paper Trays adjustable up to 12x18 sized paper
- 1 Dual Tray LCT for Letter-Sized paper
- 4,000-Sheet Multi-Position Staple Finisher
- Business Class Surge Protector

# EQUIPMENT RECOMMENDATIONS

**NEW EQUIPMENT SUMMARY:**

| | |
|---|---|
| **Kyocera MZ4001ci** - 40ppm Color MFP | (**Qty 34**) |
| **Kyocera MZ4001ci** - 40ppm Color MFP | (**Qty 4**) |
| **Kyocera MZ5001ci** - 50ppm Color MFP | (**Qty 1**) |
| **Kyocera MZ7500ci** - 75ppm Heavy Duty Color MFP | (**Qty 1**) |
| **Existing Ricoh PRO C5300s** – 80ppm Color PRO MFP | (**Qty 1**) |
| **Existing Desktop Devices** (5 Desktop MFPs and 1 Printer) | (**Qty 6**) |
| **PaperCut Software** – for 40 devices* | |

## Monthly Payment: $18,631.00

**Includes for New Fleet:** **200,000 B&W per month** (overages @ $.0105)
**100,000 Color per month** (overages @ $0.0546)

**Remaining Desktop Devices:** **3,000 B&W per month** (overages @ $.022)
**3,000 Color per month** (overages @ $0.115)

**All service, supplies, maintenance & toner are included**
*Partner with us and we'll take care of everything, from install to training.*
*(paper & staples not included)*

***PaperCut Software:**
- Includes 40 device licenses and Card Readers
- Support for up to 10 Print Deploy Zones
- Fax integration for up to 12 published fax lines
- Fax solution includes 2,000 pages per month (inbound and outbound combined)

***DOCUmation will provide a check to the City of Brownsville in the amount of $100,000 for remaining payments on the Xerox & Ricoh contracts.***

**ADDITIONAL NOTES:**
- There will be **no price increases** for the term of the contract
- Agreement **includes a Municipal Non-Appropriations Addendum**
- There will be **no additional costs for Property Tax or Sales Tax**
- **New Equipment Pricing based on OMNIA contract # R241203**
- DOCUmation will pick up 24 old Xerox/Ricoh devices and cover costs to remove and replace all hard drives
- A certificate of destruction will be provided for the shredded drives
- We will cover the costs and mange the return shipping for these 24 devices

# EQUIPMENT RECOMMENDATIONS

## ADDITIONAL EQUIPMENT OPTIONS:



**Kyocera MA5500ifx** - 57ppm B&W Desktop MFP **$38.00 mo ea**

- Print, Copy, Scan, & Fax Capabilities
- 75-Sheet Dual Scan Document Processor
- 1 Paper Tray for Letter/Legal
- Business Class Surge Protector



**Kyocera PA5000x** - 50ppm B&W Desktop Printer **$20.00 mo ea**

- Print Capabilities
- 1 Paper Tray for Letter/Legal
- Business Class Surge Protector

**NOTES:**

- Above listed devices can be added as needed
- Pricing based on new term when added
- All service and supplies will be included in the New Fleet service pools

## LOCALLY-LED LOCATIONS

Abilene

Amarillo

Dallas

Fort Worth

Houston

Lubbock

Midland-Odessa

San Antonio

The Hill Country

The Valley

Tyler-Longview

Waco

West Texas




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# THANK YOU

Best Companies to Work for in Texas

**Exhibit B**

Region 4 Education Service Center

**Contract # R241203**

*for*

Digital Workspace Solutions

*with*

**Kyocera Document Solutions**

Effective: June 1, 2025

The following documents comprise the executed contract between the Region 4 Education Service Center and Kyocera Document Solutions effective June 1, 2025:

I. Vendor contract and Executed Offer and Signature Form
II. Supplier's Response to the RFP

## ***APPENDIX A***

## ***CONTRACT***

*This Contract ("**Contract**") is made as of February 25, 2025 by and between Kyocera Document Solutions "**Contractor**") and Region 4 Education Service Center ("**Region 4 ESC**") for the purchase of Digital Workspace Solutions ("the products and services").*

## RECITALS

WHEREAS, Region 4 ESC issued Request for Proposal Number 24-12 for ("RFP"), to which Contractor provided a response ("**Proposal**"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("**Public Agencies**") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

1) Term of agreement. The initial term of the Contract is for a period of **five 5) years** unless terminated, canceled, or extended as otherwise provided herein. Region 4 ESC shall have the right in its sole discretion to renew the Contract for additional terms up to **five (5) years in one-year increments** after the end of the initial term or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. In the event the proposal term, including renewals, ends before another proposal is executed, proposal prices and discounts may be extended on a month-to-month basis by mutual consent. Extensions are limited to the lesser of: a) six (6) additional monthly terms, or b) the time which is required to complete a new solicitation for the goods and services provided for in this solicitation. Notwithstanding the foregoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued within the Contract term for a period of up to one year beyond the Contract term.

2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

3) Form of Contract. The form of Contract shall consist of this Contract, any Purchase Order (or other similar document agreed to in writing by Region 4), Region 4's Standard Terms and Conditions for Procurement Solicitations, the RFP and any Addenda, Region 4's Electronic Bid Certifications, the Offeror's Best and Final Offer(s), as accepted by Region 4, and the Offeror's Proposal, as accepted by Region 4, each instrument incorporated herein by reference.

4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

   i. This Contract,
   ii. Any Purchase Order (or other such similar document agreed to in writing by Region 4),
   iii. Region 4's Standard Terms and Conditions for Procurement Solicitations,
   iv. RFP and any Addenda,
   v. Region 4's Electronic Bid Certifications,
   vi. Offeror's Best and Final Offer, as accepted by Region 4, and
   vii. Offeror's proposal, as accepted by Region 4.

5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e., bankruptcy, change of ownership, merger, etc.).

8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.

10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

i. Providing material that does not meet the specifications of the Contract;
ii. Providing work or material was not awarded under the Contract;
iii. Failing to adequately perform the services set forth in the scope of work and specifications;
iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

b) Termination for Cause. Conditions of cancellation are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled “NON-PERFORMANCE /TERMINATION OF CONTRACT”.

c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.

d) Force Majeure. Conditions of Force Majeure are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled “FORCE MAJEURE”.

e) Standard Cancellation for Convenience. Region 4 ESC may cancel this Contract in whole or in part for convenience and without cause by providing written notice. Such cancellation will take effect 30 calendar days after Region 4 sends the notice of cancellation. After the 30th calendar day all work will cease following completion of final purchase order, provided that when Region 4 may in its sole discretion direct Contractor to cease performance of the contract at any time during the 30 day notice period, in which case Contractor shall discontinue any further charges to Region 4.

12) Licenses. Maintenance of licenses are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled “LICENSES AND PERMITS; PERFORMANCE”.

13) Survival Clause. Conditions of survival are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled “SURVIVAL”.

14) Delivery. Conforming products shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled by Region 4 if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

17) Price Adjustments. Proposal prices must remain firm for at least one (1) calendar year from the proposal opening date, unless a deviation from this standard and purpose for the deviation is noted in the Vendor's response. Such deviations are subject to Region 4 ESC approval.. Price increases requested during the term of the contract may be granted at the sole discretion of Region 4 ESC. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

    Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

18) Audit Rights. Audit rights are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled "RIGHT TO AUDIT".

    Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model. It shall be up to the end user whether to accept the substitution or not.

19) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

20) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

21) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing. Longer warranty periods and other specifications may be required if indicated herein or through supplemental terms by Region 4.

22) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

23) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

24) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. This requirement is in addition to other provisions contained in this RFP related to criminal history information.

25) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

26) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

27) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

28) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract.

29) **INDEMNITY. CONTRACTOR SHALL PROTECT, INDEMNIFY, AND HOLD HARMLESS BOTH REGION 4 ESC AND ITS ADMINISTRATORS, EMPLOYEES AND AGENTS AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING FROM THE ACTIONS OF THE CONTRACTOR, CONTRACTOR EMPLOYEES OR SUBCONTRACTORS IN THE PREPARATION OF THE SOLICITATION AND THE LATER EXECUTION OF THE CONTRACT. ANY LITIGATION INVOLVING EITHER REGION 4 ESC, ITS ADMINISTRATORS AND EMPLOYEES AND AGENTS WILL BE IN HARRIS COUNTY, TEXAS.**

30) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

31) Certificates of Insurance. Should the original or addended proposal solicitation identify insurance is required to perform a work, certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

32) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

Docusign Envelope ID: 5731B596-9FBF-4BAA-81E1-BF673D9FA5E8

Docusign Envelope ID: E858E179-23F3-4159-BB85-6872C5A183CE

## OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications, and conditions at the prices proposed within response unless noted in writing on the Deviation Form submitted with the request for proposal.

| | |
|---|---|
| Company Name | Kyocera Document Solutions America Inc |
| Address | 225 Sand Road |
| City/State/Zip | Fairfield, NJ 07004 |
| Telephone No. | 973-808-8444 |
| Email Address | Gerry.Mahoney@da.kyocera.com |
| Printed Name | Gerry Mahoney |
| Title | Vice President, Direct Operations |
| Authorized signature | Signed by: Gerry Mahoney 0D5B4A526118420... |

**Accepted by Region 4 ESC:**

DS CW Initial AT

Corrected

Contract No. R241203

Initial Contract Term 6/1/2025 to ~~5/31/2026~~ 5/31/2030

Linda Tinnerman 2/25/2025

Region 4 ESC Authorized Board Member Date

Linda Tinnerman

Print Name

2/25/2025

Region 4 ESC Authorized Board Member Date

Victor E. White

Print Name

# REGION 4 EDUCATION SERVICE CENTER
# STANDARD TERMS AND CONDITIONS FOR PROCUREMENT SOLICITATIONS

These Standard Terms and Conditions for Procurement Solicitations ("Terms and Conditions" or "General Terms and Conditions"); the terms and conditions specified in REGION 4 EDUCATION SERVICE CENTER'S Contract with VENDOR; any Purchase Order (or other similar document agreed to in writing by Region 4); the procurement solicitation and any addenda, exhibits or forms to same ("RFP") (if any); the REGION 4 ESC Electronic Bid Certifications; and the portions of VENDOR'S proposal submitted in response to the RFP, including any best and final offers, that were accepted by REGION 4 ESC represent the basis for VENDOR to deliver the required goods and/or services. In the event of a conflict or inconsistency between or among the documents that form the entire agreement, the following order of precedence shall control: (1) the Contract; (2) any Purchase Order (or other similar document agreed to in writing by Region 4); (3) these Terms and Conditions; (4) the RFP and any Addenda; (5) Region 4's Electronic Bid Certifications; (6) VENDOR's Best and Final Offer, as accepted by Region 4; and (7) the portions of VENDOR'S proposal submitted in response to the RFP that were accepted by REGION 4 ESC. The Contract supersedes all prior offers, negotiations, exceptions, and understandings, whether oral or in writing.

## GENERAL TERMS AND CONDITIONS

### 1 PROPOSAL PREPARATION

.1 **Contract for Purchase**

The Contract(sometimes referred to as "Contract" or "Agreement") constitutes a binding contract between REGION 4 Educational Service CENTER ("REGION 4 ESC", "REGION 4" or "CENTER") and the VENDOR ("VENDOR"), having submitted a proposal in response to a procurement solicitation issued by REGION 4 ESC and whose proposal has been accepted and awarded by REGION 4 ESC, to furnish the goods and/or services specified on the face of the Agreement. This Agreement shall govern each purchase by REGION 4 ESC from VENDOR and is part of the terms and conditions of any purchase order or other similar document agreed to in writing by Region 4 issued in connection with this solicitation.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY VENDOR FORM, PROPOSAL AND/OR OTHER DOCUMENTATION, THE TERMS AND CONDITIONS OF THE AGREEMENT AS INTEGRATED HEREIN SHALL BE CONTROLLING IN ALL INSTANCES. No pre-published terms on VENDOR'S order acknowledgments, invoices, or other forms shall have any force or effect. Acceptance of the VENDOR'S goods and/or services does not equal acceptance of any of the terms and conditions or other contractual provisions which may be stated in the VENDOR'S forms, proposals, and/or other documentation, except as specifically provided herein.

Notwithstanding anything to the contrary contained in these Terms and Conditions, upon the CENTER'S acceptance of a proposal, the VENDOR and the CENTER will have entered a binding contract. A solicitation/proposal does not become a contract unless and until it is accepted in writing by REGION 4 ESC after all necessary approvals, including any required approval by the REGION 4 ESC Board of Directors. The Agreement is enforceable from the time of the CENTER'S acceptance, without regard to the time of notification to the VENDOR of such acceptance.

.2 **Waiver of Preparation Costs and Claims**

By submitting a proposal, Offeror expressly agrees to waive any claim it has or may have against REGION 4 ESC, its directors, officers, its trustees, or agents arising out of or in connection with (1) the receipt, handling, administration, evaluation, recommendation of any proposal; (2) any requirements under the solicitation, proposal package, or related documents; (3) the rejection of any proposal or any part of any proposal; and/or (4) the award of a Contract, if any.

REGION 4 ESC shall not be responsible or liable for any costs incurred by Offerors or the successful Offeror in connection with responding to the RFP, preparing for oral presentations, preparing and submitting a proposal, entering or negotiating the terms of a Contract, or any other expenses incurred by an Offeror. The Offeror is wholly responsible for any such costs and expenses and shall not be reimbursed in any manner by REGION 4 ESC.

.3 **Confidentiality**

Trade secrets and confidential information in the proposals must be clearly identified. If a VENDOR believes that a proposal is, or parts of a proposal are confidential, then the business organization must specify. The VENDOR must stamp in bold letters or watermark the term “CONFIDENTIAL” on that part of the proposal that the bidder believes to be confidential. The successful proposal may be considered public information even though parts are marked confidential. Copyrighted proposals are unacceptable and will be disqualified as unresponsive.

.4 **Preparation Guidance**

A representative of the proposing entity authorized to enter into contracts on behalf of the proposing entity must manually sign proposals in ink or electronically, as applicable. The person signing the proposal must indicate their title along with their signature. Proposals received without proper signatures will not be considered. At times, more readily editable versions of documents will be provided where necessary to facilitate the ease of providing information back to the CENTER for all VENDORS. **ALL DOCUMENTS SET FORTH IN THIS PROPOSAL SOLICITATION SHALL REIGN OVER ALTERED VERSIONS PROVIDED BY THE PROPOSER UNLESS SUCH DEVIATIONS OR MODIFICATIONS ARE DOCUMENTED AND SWORN TO ON THE PRESCRIBED AND PROVIDED DEVIATION/COMPLIANCE/ACKNOWLEDGEMENT FORM INCLUDED IN THE PROPOSAL REQUEST AND ACCEPTED IN WRITING BY REGION 4.**

VENDORS or their authorized representatives are expected to fully inform themselves of the terms, conditions, requirements, and specifications of this invitation before submitting proposals. Failure to do so will be at the VENDOR’s own risk. The law makes no allowance for errors of omission or commission on the part of the proposal companies; furthermore, the VENDOR cannot secure relief on the plea of error or ignorance concerning any requirement included in the proposal invitation.

If a pre-proposal meeting is held, that information will be indicated on page one (1) of the Notice to Propose or indicated explicitly in the electronic bidding portal. VENDORS are welcome to attend the proposal opening via Zoom at the date and time indicated in this proposal solicitation; however, VENDOR presence is not required, and no weight or other consideration toward any award decision will be given to any VENDOR s’ attendance or absence at the proposal opening. The form and content of the proposal recaps will be at the sole discretion of the management and staff of REGION 4.

Proposals shall be submitted only on the forms provided by REGION 4. Deviations from the General Conditions and Specifications shall be conspicuously noted in writing by VENDOR and included in the proposal.

Small and Minority Firms, Women's Business Enterprises, and Labor Surplus Area firms are especially invited to submit proposals.

## 2 STATEMENT OF INCLUSION/APPLICABILITY

These General Terms and Conditions apply to all proposal invitations issued by REGION 4. By this inclusion, they become an integral part of any contract awarded or purchase order issued in association with this proposal invitation.

## 3 GENERAL TERMINOLOGY

Throughout this document, the terms “Member," "Participating Member," etc., are used interchangeably to mean "the collective, cooperative association and the related activities of the management and staff of REGION 4 and any one or all of its participating school entity or other cooperative members and their management and staff."

The section titles contained in these Terms and Conditions document are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of the provisions of any section of this document.

No number listing of factors, or organization of subject matter or criteria in this document constitutes an order of preference, precedence, or importance unless specifically stated to the contrary.

## 4 CONTRACT PERIOD

The term length for any contract resulting from any award under this proposal is stated in the Contract, RFP, Purchase Order or other Contract document, as applicable. Unless otherwise indicated in these Terms and Conditions, all proposal pricing will be firm throughout the Contract period.

## 5 ADDENDUMS

REGION 4 reserves the right to revise and amend the specifications before the date set for the bid opening. It is the responsibility of each VENDOR, before submitting their proposal, to review https://region4esc.ionwave.net to determine if any addendums have been issued.

If any changes to this proposal invitation occur after the original proposal invitation, the changes or corrections to this invitation will be made by addendum, and any updated information contained in any addendum will prevail over the information contained in the original proposal invitation or any previous addendum.

Each addendum will be sent to all entities that have received a copy of this proposal invitation. REGION 4 or their appointed representative is the sole authority for issuing any addendum related to this proposal. Any communications from any person or entity other than REGION 4 regarding any matters related to this proposal are invalid and will not influence this proposal invitation.

Each addendum must be acknowledged and signed by the VENDOR. The addendum acknowledgment form must be submitted along with the proposal submission before the bid opening date and time indicated the proposal solicitation.

## 6 CHANGES AND AMENDMENTS

This Agreement may be changed or amended only by the mutual agreement of the parties, in writing to be attached to and incorporated in this Agreement. No such changes or amendments shall have any effect unless and until a written amendment to this Agreement is executed by REGION 4 ESC’s Executive Director (or designee) after any necessary approvals have been obtained from the REGION 4 ESC Board of Directors.

## 7 REQUESTS FOR EXPLANATION/INTERPRETATION

Any explanation desired by a prospective VENDOR regarding the meaning or interpretation of any part of the proposal documents must be requested in writing to the REGION 4 ESC Procurement Contract Specialist identified in this solicitation at least five (5) REGION 4 ESC business days prior to the date set to receive proposals, in order to allow a response to reach all prospective VENDORS s before the submission of their proposals. Any REGION 4 ESC response, interpretation, correction, approval, supplemental instruction or change to the proposal documents will be made in the form of a written addendum and will be posted at the location where the original bid solicitation was accessed. Sole authority for issuing addenda shall be vested in the REGION 4 ESC Procurement Department. All interpretations and/or clarifications considered necessary by and approved by the CENTER in response to a prospective VENDOR'S written request will be issued by such addenda; verbal requests for clarification or additional information will not be addressed.

Receipt of any addenda issued by the CENTER shall be acknowledged by all prospective VENDORS s with their proposal submissions. The CENTER reserves the right to reject any proposal due to its failure to incorporate addenda, and the CENTER further reserves the rights: to waive any and/or all formalities, irregularities, and/or technicalities; to be the sole judge of quality and suitability; and to accept any proposal and/or to reject any or all proposals or part(s) of a proposal, without reason or cause. The issuance of the procurement solicitation in no way obligates REGION 4 ESC to award, enter into an agreement, or purchase any goods and/or services.

## 8 SPECIFICATIONS

Specifications have been developed by REGION 4 and are intended to give information on the type and kind of service requested. Catalog numbers, brand names, or manufacturer's product or reference numbers used in the item specifications are intended to be descriptive, not restrictive. These references, as well as "approved brands" listed, are intended to identify and indicate the type of product being sought and establish the level of quality desired. If any conflict exists in the item s VENDOR specifications between the product descriptions and any brand names, models, or reference numbers used, the product descriptions will override the brand names or model number references.

Most proposals on brands of equivalent nature and quality will be considered, provided a reputable manufacturer regularly produces them. However, in some cases, REGION 4 may find it advantageous to standardize equipment and supplies by the manufacturer to achieve efficiencies in procurement, repair, and operation, match existing stock, or satisfy other requirements. In these cases, the specific products identified as "approved brands" will be preferred, especially if all other evaluation factors are equal. For this reason, where particular brands or models are identified, the VENDOR should propose the specified item and an alternate brand or model where desired.

The apparent silence of the specifications as to any detail or the evident omission from any specification of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices shall prevail. All interpretations of the specifications shall be made based on this statement.

If you discover or suspect an error in the item specifications in this proposal invitation, please note it as part of your response. We will attempt to correct errors for future proposal invitations.

## 9 CONTRACTOR'S RESPONSIBILITY

Before submitting a proposal, VENDORS shall carefully examine the specifications and related documents, visit the site(s) of the work and fully inform themselves as to all existing conditions and limitations, and shall include in the proposal a sum to cover the cost of all items included in the contract. The VENDOR, if awarded the contract, shall be allowed no extra compensation by reason of any matter or thing which the VENDOR might have or should have fully informed himself prior to the deadline. The submission of a bid indicates that the contractor has visited the site(s), familiarized themselves with the local conditions under which the work is to be performed, and correlated their observations with the requirements of the contract documents.

Supervise and direct the work and be solely responsible for all methods, techniques, procedures, and coordination of the work under this contract.

Initiate, maintain, and supervise safety precautions in connection with the work. The contractor shall obtain approval from the Facility Director for the location of equipment, supplies, and access during the work.

Take all precautions necessary for the safety of and provide protection to prevent damage, injury, or loss to:

- All employees on the premises and all other people who may be affected thereby.
- All the work and all materials to be incorporated therein, whether in storage on or off the site.
- All property at and adjacent to the sites, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities. All property damaged due to work operations shall be restored by the contractor to its original condition at no charge.
- Please comply with all applicable laws, ordinances, rules, regulations, and orders of all public authorities having jurisdiction for the safety of persons and property to protect them from damage, injury, and loss.
- Secure all necessary licenses and permits required to perform the work.
- All work shall take place in accordance with the contract documents, be completed in all parts, and be in accordance with approved practices and customs.

## 10 SUBCONTRACTORS

The VENDOR shall not subcontract services provided in this solicitation without prior written approval by REGION 4 ESC. If the CENTER gives written permission for VENDOR to use subcontractor(s) in the performance of any part of this Agreement, VENDOR shall ensure that each subcontractor complies with all provisions of this Agreement and shall be fully responsible to REGION 4 ESC for all acts and omissions of the subcontractors, just as VENDOR is responsible for VENDOR'S own acts and omissions. VENDOR shall require each subcontractor to maintain and to furnish VENDOR with satisfactory evidence of Workers Compensation, Employer's Liability, and such other forms and amounts of insurance which VENDOR deems reasonably adequate. VENDOR shall remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of all goods and services under this Agreement. Nothing in this Agreement shall create for the benefit of any such subcontractor any contractual relationship between REGION 4 ESC and any such subcontractor, nor shall it create any obligation on the part of REGION 4 ESC to pay or to see to the payment of any moneys due any such subcontractor except as may otherwise be required by law.

## 11 INSURANCE REQUIREMENTS

VENDOR shall comply with all of the CENTER'S insurance requirements. VENDOR shall carry and maintain in full force and effect, for the duration of this Agreement, the following insurance coverages, in the amount(s) set out in the sub-sections that follow and with responsible insurer(s) (rated A or better by A.M. Best) acceptable to the CENTER: Workers' Compensation; Employers' Liability; Commercial General Liability; Automobile Liability; and Umbrella Liability. VENDOR'S insurance coverage shall be in accordance with the following requirements:

.1 REGION 4 ESC shall be designated as an Additional Insured on the Commercial General Liability, Automobile Liability, and Umbrella Liability policies. In addition, REGION 4 ESC shall be named as an alternate employer on the workers' compensation policy.
.2 VENDOR shall cause the insurance policies to: provide that any losses will be payable notwithstanding any act or negligence of the CENTER or any other person; provide that the insurer will have no right of subrogation against REGION 4 ESC; and be reasonably satisfactory to the CENTER in all other respects.
.3 All of VENDOR'S insurance coverage shall be primary and non-contributory.
.4 All insurance policies required under this Agreement shall contain a provision that at least thirty (30) days' prior written notice shall be given to REGION 4 ESC in advance of the effective dates of any cancellation, reduction, modification, termination, material change, or non-renewal of such insurance policies.
.5 VENDOR shall maintain insurance coverage in the amounts specified by the CENTER. The VENDOR shall not commence any portion of the work under this Agreement until all the insurance required herein and certificates of such insurance have been filed with and approved in writing by REGION 4 ESC.
.6 There shall be a hold harmless agreement in which the VENDOR assumes liability on the Agreement and holds REGION 4 ESC harmless.
.7 The VENDOR shall purchase and maintain in force the following types and amounts of insurance for the performance of all of its obligations under this Agreement and provide REGION 4 ESC with a certificate(s) of insurance as evidence. Certificates of Insurance on the current ACORD form shall be issued to the CENTER prior to the start of work showing all required insurance coverage. Copies of such insurance documents shall be part of the Agreement documents, and the VENDOR shall maintain such in force throughout the term of its Agreement with the CENTER.
.8 Casualty Insurance and Securities-Minimum Requirements:
   a. Successful VENDOR must maintain workers' compensation coverage for employees as required by all applicable Federal, State, Maritime, and local laws, as well as Employer's Liability with required statutory limits per accident.
   b. Comprehensive-General Liability Insurance (Occurrence basis only - Bodily Injury and Property Damage): Each Occurrence - $1,000,000; Aggregate - $2,000,000
   c. Comprehensive Automobile Liability Insurance- Business (Commercial) Automobile Liability Insurance*: Bodily Injury and Property Damage covering all owned, non-owned and hired vehicles:
   d. Bodily Injury and Property Damage Combined Single Limit: $1,000,000
   e. Umbrella Liability Insurance (Excess): $1,000,000

No deletions/exclusions from standard coverage form shall be allowed without the prior written consent of REGION 4 ESC's CHIEF FINANCIAL OFFICER, or designee. The VENDOR shall have ten (10) REGION 4 ESC business days from the date of the award of the Agreement to furnish the REGION 4 ESC Procurement Department the required insurance certificates. No work shall commence until a copy of VENDOR'S current insurance certificate(s) is/are received at and approved in writing by the REGION 4 ESC Procurement Department, 7145 West Tidwell Road, Houston, Texas 77092.

When insurance is required, the above limits are the minimum required by REGION 4 ESC. REGION 4 ESC reserves the right to require additional coverages and/or higher limits to be carried by VENDOR as specified in the procurement solicitation documentation, as deemed desirable by REGION 4 ESC, depending on the type of project.

**12 PROPOSAL EVALUATIONS AND AWARDS**

All proposals received in response to this proposal invitation, which are submitted in accordance with the instructions and restrictions contained in the section entitled "Proposal Preparation," will initially be considered for award; however, initial consideration of any proposal will not constitute an assessment of its meeting the necessary qualifications, and any proposal may be disqualified at any time during the process of evaluating proposals for failure to meet any other terms or conditions contained anywhere else in the proposal invitation.

REGION 4 reserves the right to waive any or all proposing irregularities, formalities, or other technicalities, to be the sole and independent judge of quality and suitability of any products offered, and may accept or reject any proposal in its entirety, or may reject any part of any proposal without affecting the remainder of that proposal, and may award the individual items on this proposal in any combination or in any way to best serve the interests of its Members as it perceives those interests to be in its sole discretion.

REGION 4 reserves the right to award contracts to multiple VENDORS. The fact that REGION 4 may make multiple awards should be taken into consideration when responding to this proposal. This is a non-exclusive contract; REGION 4 reserves the right to obtain goods and services from another source as the CENTER deems most advantageous.

REGION 4 ESC does not purchase on the basis of low prices alone. REGION 4 ESC represents that it has considered each of the criteria in Texas Education Code § 44.031(b), thereby fulfilling Section 44.031(b)'s requirement that it "shall consider" the criteria listed in 44.031(b); in accordance with Module 5 of the TEA FASRG and applicable federal laws,[1] REGION 4 ESC has determined which criteria should be considered most important and has assigned weights/points to each criterion based on its importance as outlined in the procurement solicitation. In considering a contract for award, the CENTER may evaluate aspects of the following, as permitted by applicable law:

- Purchase price;
- the reputation of the VENDOR and of the VENDOR'S goods or services;
- the quality of the VENDOR'S goods or services;
- the extent to which the goods or services meet the CENTER'S needs;
- the VENDOR'S past relationship with the CENTER;
- the impact on the ability of the CENTER to comply with laws and rules relating to historically underutilized businesses;
- the total long-term cost to the CENTER to acquire the VENDOR'S goods or services;
- for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the VENDOR or the VENDOR'S ultimate parent company or majority owner:
    - has its principal place of business in this state; or
    - employs at least 500 persons in this state; and
- any other relevant factor specifically listed in the request for bids or proposals.

The CENTER may choose to contract with a single or multiple VENDORS as necessary to obtain the contract mix that is most advantageous. It may be necessary for REGION 4 ESC to establish a competitive range of acceptable responses as part of the evaluation process, or to establish weights for criteria. Such additions, subtractions, or changes to evaluation criteria would be declared elsewhere in the proposal and would supersede this section. If a competitive range is established, responses failing to score in the competitive range may not receive further award consideration.

It is understood that REGION 4, through its management and its Members, may use all means at their collective disposal to evaluate the proposals received on these criteria and the final decision as to the best overall offer, both as to price and to the suitability of the products and services offered to fit the needs of the members of REGION 4, will rest solely with the Board of Directors of REGION 4.

The successful VENDOR(s) will be notified by "Notice(s) of Award" issued by the management of REGION 4.

[1] As a general rule, ESCs and LEAs may not apply geographic preferences for procurements involving federal funds. See 2 C.F.R. § 200.319.

## 13 QUANTITIES

Quantities reflected in this proposal invitation are estimates based upon the projected needs for REGION 4 during the contract period. Quantities are the best estimate of anticipated needs available at the time of publication of this proposal invitation, but the accuracy of these estimated quantities may be affected by numerous factors including, but not limited to, budgetary adjustments, changing market forces, unintentional errors or omissions, and new construction. Actual needs may be greater or less than the estimated quantities provided.

REGION 4 reserves the right to increase or decrease the order at the same unit price or decrease quantities as funding and needs vary throughout the contract term. VENDORS at the close of the contract period agree not to hold REGION 4 liable for any inaccuracies in estimated quantities.

## 14 PRICING/ESCALATION/DE-ESCALATION

The request for proposal process provides for full competition among proposals and allows for negotiation with the supplier(s) to obtain the best product and service at the best price. **Under requests for proposals, changes in the nature of a proposal and in prices may be negotiated after proposals are opened.** REGION 4 will evaluate proposals and select the VENDOR offering the most advantageous proposal. Since proposal pricing can be negotiated and is subject to change, no pricing information will be revealed at the public opening. All participating VENDORS will be given the same opportunity if negotiations are started unless otherwise directed by law. The REGION 4 evaluation committee will be the only deciding body in making the decision to negotiate or not to negotiate.

Proposal prices must remain firm for at least one (1) calendar year from the proposal opening date, unless a deviation from this standard and purpose for the deviation is noted in the Vendor's response. Such deviations are subject to Region 4 ESC approval. Price increases requested during the term of the contract may be granted at the sole discretion of Region 4 ESC.

No escalation of cost changes in contracted prices or increased rates will be added during the contract period. **Exceptions will be considered at Region 4's discretion if there are state-mandated increases that will affect all applicable VENDORS equally.** The awarded VENDOR agrees not to sell the same product or service at a lower cost to another customer without offering the same pricing discount to REGION 4. In the event that a lower price is provided through any other RFP in the state, REGION 4 will receive that lower price as well.

New technology and products that meet the scope of work may be added to the existing contract. Pricing shall be equivalent to the percentage discount of other products offered. VENDOR may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the original solicitation. No products may be added to avoid competitive procurement procedures. REGION 4 may reject any additions without cause.

If there is a discrepancy between the unit cost and the total price, the unit cost will stand as the proposal price. The unit cost will be considered the price by weight or the cost whichever is applicable. The unit cost will only be the case price if the package quantity throughout the industry is standardized.

**15 TAX**

REGION 4 and Participating Members are public jurisdictions that are exempt from sales, excise, and use taxes. REGION 4 and Participating Members, upon individual requests, will provide tax exemption certificates for the VENDOR. Unless otherwise specified in this proposal invitation, sales tax will only be included in any proposal response or invoice submitted by any VENDOR if the VENDOR has requested a tax exemption certificate from the CENTER in writing and failed to receive the same within a reasonable period of time. The limited sales, excise, and use tax laws recognize the inclusion of tax exemption information as part of a purchase order document to be as binding as if it had been submitted separately, and by responding to this proposal invitation, the VENDOR agrees to accept tax exemption information in such form.

**16 WITHDRAWALS OR MODIFICATION OF PROPOSAL**

Subject to the restrictions discussed below, REGION 4 will consider a written request from any VENDOR that the VENDOR be allowed to withdraw any proposal submitted, but only in its entirety, and only until the due date and time for proposal submission as stated in the request for proposal included with this proposal invitation. A representative of the proposing entity who is authorized to enter into contracts on behalf of the proposing entity must manually sign any request for the withdrawal of any proposal in ink, and the person signing the request must indicate their title along with their signature. No proposal may be withdrawn after the date and time that proposals are due as specified in the RFP. Only proposals that have been submitted consistent with the instructions relating to packaging and labeling of the proposal will be considered for withdrawal.

If there is any question in the mind of the management or staff of REGION 4 regarding the identity of the proposal or the identity of the VENDOR relating to any request for the withdrawal of any proposal, REGION 4 will refuse to allow the withdrawal of the proposal. Withdrawal of any proposal allowed by REGION 4 will require the completion and signature of a written receipt by the VENDOR's representative satisfactory to the management or staff of REGION 4 before the proposal is released. The decision of the management or staff of REGION 4 relating to any matters concerning proposal withdrawal will be final.

If a VENDOR requests to withdraw a proposal and REGION 4 allows the withdrawal of the proposal, the VENDOR may resubmit the proposal, or submit a new proposal, up until the due date and time for proposal submission as stated in the RFP included with this proposal invitation, provided any new submission meets all the qualifications of proposal submission included in these General Terms and Conditions.

If a VENDOR resubmits a proposal that was withdrawn and makes changes to any document in the proposal package, an authorized agent of the proposing entity must indicate alterations made to any proposal document.

All proposals in the possession of REGION 4 at the time proposals are due shall be deemed final, conclusive, and irrevocable, and no proposal shall be subject to withdrawal, amendment, or correction after the due date and time for proposal submission as stated in the RFP included with this proposal invitation.

**17 DEVIATIONS FROM SPECIFICATIONS OR TERMS/CONDITIONS**

Any and all limitations, exceptions, qualifications, special conditions, or deviations from these General Terms and Conditions or any of the item specifications, including the offering of any alternate to the "approved brand and/or model" (where identified) must be clearly noted in detail by the VENDOR at the time of submission of the proposal. The absence of such limitations, exceptions, qualifications, special conditions, or deviations being submitted in writing with the VENDOR'S response will hold the VENDOR accountable to REGION 4 and its Members to perform in strict accordance with all these General Terms and Conditions and all the item specifications as written, including any "approved brands and/or models" identified. The VENDOR should be aware that the submission of any such limitations, exceptions, qualifications, special conditions, or deviations with the proposal response may place the VENDOR at a competitive disadvantage or otherwise prevent REGION 4 from considering the proposal on the affected item(s).

Any deviation from any of the item specifications, including the delivery of any product other than the specific brand and model of the product awarded, will be grounds for rejection of the product(s) when delivered, and will expose the VENDOR to the remedies identified in the section entitled "Non-Performance/Termination of Contract" and may jeopardize future business from the CENTER.

**18 CONTRACTS AND PURCHASE ORDERS**

A response to this proposal invitation is an offer to contract with REGION 4 and its Members based on the item specifications and the General Terms and Conditions contained in the proposal invitation. Proposals do not become contracts until they are accepted by REGION 4 through an award notice to the VENDOR and put into effect by the issuance of a purchase order(s) signed by an authorized representative of REGION 4. Purchase orders will be delivered by facsimile, emailed or mailed to the VENDOR. All deliveries and financial transactions will occur directly between the VENDOR and REGION 4.

All contracts and agreements between vendors and REGION 4 shall strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended.

**19 NON-PERFORMANCE/TERMINATION OF CONTRACT**

Termination of this Agreement will take place under the following conditions:

- **Termination by REGION 4 ESC**, if the VENDORS refuses or fails to comply, or proceeds in a manner that does not comply, with the Agreement, or otherwise breaches any provision of the Agreement, and fails to cure the default as set forth below.
- **Termination by REGION 4 ESC**, if the VENDOR does not carry out the provisions of this Agreement in its true intent and meaning as specified in the scope of work and fails to cure the default as set forth below.
- **Termination by REGION 4 ESC**, if the VENDOR does any of the following and fails to cure the default as set forth below: fails to make progress; fails to provide the goods or perform the services within the time period specified or any written extension thereof; breaches any provision of the Agreement , the procurement solicitation, and/or a purchase or work order; fails to make payment(s) owed; or defaults in whole or in part.
- **Termination by REGION 4 ESC**, if the VENDOR charges increased rates that are not agreed to in advance or as specified herein.
- **Termination by REGION 4 ESC**, if the VENDOR becomes insolvent, enters voluntary or involuntary bankruptcy or receivership proceedings, or makes an assignment for the benefit of creditors.
- **Termination by REGION 4 ESC**, if the VENDOR is in violation of any federal, state, or local law.
- **Termination by REGION 4 ESC** due to budgetary requirements, including, but not limited to, as set forth in the section of these terms and conditions entitled “Funding Out Clause.”
- **Termination by Region 4 for Convenience** - Unless specifically stated otherwise in the procurement solicitation, this Agreement may be terminated for any reason, with or without cause, by Region 4 by giving thirty (30) business days' written notice to the VENDOR. Region 4 may further direct VENDOR to cease providing all products and services during the interim notice period prior to such termination, and upon receipt of such written notice from Region 4, VENDOR shall immediately discontinue same and Region 4 shall incur no additional charges from the time forward.

In the event of a breach or default of the Agreement and/or the procurement solicitation by VENDOR, REGION 4 ESC reserves the right to enforce the performance of the Agreement and/or the procurement solicitation in any manner prescribed by law or deemed to be in the best interest of REGION 4 ESC. REGION 4 ESC’s right to require strict performance of any obligation in the Agreement will not be affected by any previous waiver, forbearance, or course of dealing.

Upon VENDOR'S default of obligation to the Agreement, VENDOR will be served notice to provide satisfactory compliance to the Agreement without penalty. If the VENDOR neglects or refuses to follow such notice and fails to cure the default within ten (10) business days, REGION 4 ESC will have the right (without limiting any other rights or remedies that it may have in the Agreement or by law) to terminate the Agreement with five (5) calendar days' prior written notice to VENDOR. REGION 4 ESC will then be relieved of all obligations, except to pay for VENDOR'S prior acceptable performance as set forth below. In the event of VENDOR'S default, REGION 4 ESC is expressly authorized to obtain the goods and/or services that would have been provided by VENDOR under this Agreement from an alternative source. VENDOR shall be held liable to REGION 4 ESC for all losses, costs, and/or expenses (including those exceeding the Agreement price) sustained by REGION 4 ESC as a result of VENDOR'S failure to conform to this Agreement, including, but not limited to, those losses, costs, and expenses that REGION 4 ESC incurs in completing or procuring the services and/or goods as provided for in the Agreement. In the event the Agreement is terminated, REGION 4 ESC reserves the right to award the Agreement to another VENDOR at its sole discretion, and/or to obtain comparable goods and/or services elsewhere and either deduct the costs of obtaining such services from any amount owed VENDOR or VENDOR shall reimburse the CENTER for such costs incurred by the CENTER.

In the event of early termination, including for convenience, the CENTER will make payment only for goods and services rendered and accepted by the CENTER through the effective date of the Agreement's termination, at a cost not exceeding the Agreement rate and subject to any claims, costs and expenses incurred by REGION 4 ESC as a result of VENDOR'S default. The CENTER will be responsible for payment for only those goods and services that have been accepted by the CENTER up to the termination date. The CENTER is entitled to a pro-rata refund for any goods and/or services for which the CENTER has paid but which have not yet been provided by VENDOR or accepted by the CENTER.

In the event this Agreement is terminated because of a violation or breach of the Agreement's terms by the VENDOR, the CENTER shall be entitled to all administrative, contractual, and legal remedies, including sanctions and penalties.

VENDOR agrees that REGION 4 ESC shall not be liable for damages in the event that REGION 4 ESC declares VENDOR to be in default or breach of this Agreement and/or the procurement solicitation. VENDOR further agrees that upon termination of the Agreement for any reason, VENDOR shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and/or VENDOR.

**20 FORCE MAJEURE**

The parties to this Agreement may be excused from performance hereunder during the time and to the extent that they are prevented from performance due to an act of God, fire, strike or lockout, or other occurrences which are reasonably beyond such party's control, when satisfactory evidence thereof is presented to the other party and provided that such non-performance is not due to the fault of the non-performing party. The parties to this Agreement are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision. Neither party shall have any claim for damages against the other resulting from delays caused solely by force majeure. Notwithstanding any other provision of this Agreement, in the event the VENDOR'S performance of its obligations under this Agreement is delayed or stopped by a force majeure event, REGION 4 ESC shall have the option to terminate this Agreement. This section shall not be interpreted as to limit or otherwise modify any of REGION 4 ESC's contractual, legal, or equitable rights.

## 21 NON-COLLUSION CERTIFICATION

By signing this proposal, the VENDOR certifies that, to the best of their knowledge:

- Neither the VENDOR nor any business entity represented by the VENDOR has received compensation for participation in the preparation of the item specifications or the General Terms and Conditions related to this proposal invitation.
- This proposal has been arrived at independently and is submitted without collusion with any other VENDOR, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give any VENDOR an unfair advantage over any other VENDOR with respect to this proposal.
- The VENDOR has not accepted, offered, conferred, or agreed to confer, and will not in the future accept, offer, confer, or agree to confer, any benefit or anything of value to any person or entity related to REGION 4 or any of its Members in connection with any information or submission related to this proposal, any recommendation, decision, vote, or award related to this proposal, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or service related to this proposal.
- Neither the VENDOR, nor any business entity represented by the VENDOR, nor anyone acting for such business entity, has violated the Federal Antitrust Laws or the antitrust laws of this State with regard to this proposal, and this proposal has not been knowingly disclosed, and will not be knowingly disclosed to any other VENDOR, competitor, or potential competitor prior to the opening of proposals or proposals for this project.
- No attempt has been or will be made to influence any other person or entity to submit or to not submit a bid or proposal response.
- The person signing this bid proposal agrees to the accuracy regarding the statements contained in this document.

## 22 NO ASSIGNMENT

Neither this Agreement nor any right, interest, duty, obligation, or responsibility of VENDOR to furnish the goods and/or services specified in this Agreement shall be subcontracted, assigned, transferred, mortgaged, pledged, or otherwise delegated, disposed of, or encumbered in any way by the VENDOR without the prior written acknowledgment and approval of REGION 4 ESC. Any attempted assignment of this Agreement by VENDOR shall be null and void. In the event REGION 4 ESC approves of any assignment, VENDOR shall have full responsibility for the completion and performance of all services and the delivery of all goods awarded to VENDOR pursuant to this Agreement.

No purchase or work order made as a result of this Agreement may be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by VENDOR without the prior written approval of REGION 4 ESC.

VENDOR is required to notify REGION 4 ESC when any material change in operations occurs, including but not limited to, changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within three (3) business days of such change.

## 23 CERTIFICATIONS REGARDING LEGAL AND ETHICAL MATTERS

.1 VENDOR has read and understands all the General Terms and Conditions in this document, and agrees to be bound by them, and is authorized to submit proposals on behalf of their entity.

.2 The VENDOR has noted any and all relationships that might be conflicts of interest and included such information with their proposal response.

.3 The proposal submitted conforms to all item specifications, these General Terms and Conditions, and any other instructions, requirements, or schedules outlined or included in this proposal invitation.

.4 If this proposal is accepted, in whole or in part, the proposing entity will furnish any item(s) awarded to them under this proposal invitation to REGION 4 at the price proposal, and in accordance with the item specifications and the terms and conditions contained in this proposal invitation.

.5 The proposing entity has, or has the ability to obtain, such financial and other resources, including inventories, as may be required to fulfill all the responsibilities associated with this proposal.

.6 The proposing entity has a high degree of integrity and business ethics, and a satisfactory record of performances, and has not been notified by any local, state, or federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from participating in this proposal, it would in no other way whatsoever be disqualified to proposal or receive any award or contract related to this proposal, and the VENDOR will comply with any reasonable request from REGION 4 to supply any information sufficient to substantiate the proposing entity's ability to meet these minimum standards.

.7 The VENDOR has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.

.8 The VENDOR is not currently delinquent in the payment of any franchise tax owed to the State of Texas.

.9 The proposing entity has identified and disclosed in this written proposal response any and all known or suspected matters that would disqualify it from participating in this proposal or receiving any award or contract related to this proposal, recognizing that the VENDORS failure to identify and disclose in this proposal response any such matters which do exist is a material breach of contract which will void the submitted proposal or any resulting contracts, and subject the proposing entity to be removed from all proposal lists, and possible criminal prosecution.

.10 The proposing entity has obtained and will continue to maintain, during the entire term of this contract, all permits, approvals, or licenses necessary for the lawful performance of its obligations under this contract.

.11 The prices, prompt payment discount terms, delivery terms, distribution allowances, and the quality and/or performance of the products and services offered in the proposal response are and will remain the same or better than those offered to the VENDOR's most favored customer under equivalent circumstances.

.12 The proposing entity will comply with all laws relating to intellectual property, will not infringe on any third party's intellectual property rights, and will indemnify, defend, and hold REGION 4 and its Members harmless against any claims for infringement of any copyrights, patents, or other infringements related to its activities under this contract.

.13 The proposal submitted complies with all federal, state, and local laws concerning these types of products or services, and the proposing entity will continue to comply with any applicable federal, state, and local laws related to the proposing entity's activities in connection with this contract.

.14 The proposing entity will maintain, at the proposing entity's expense, any insurance necessary to protect REGION 4 and its Members from all claims for bodily injury, death, or property damage that might arise from the performance by the proposing entity or the proposing entity's employees or its agents of any service required of the proposing entity under this contract; however, the existence of such insurance will not relieve the proposing entity of full responsibility and liability damages, injury, death, or loss as described or as otherwise provided for by law.

.15 Neither REGION 4 nor any of its Members shall be liable to the VENDOR for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) in the event that REGION 4 declares the VENDOR in default.

.16 VENDOR understands that signing the proposal with any false statement is a material breach of contract which will void the submitted proposal or any resulting contracts and subject the VENDOR to removal from all proposal lists, and possible criminal prosecution.

.17 Unless otherwise provided for in this proposal invitation, any written notice or other communication required by this proposal or by law will be conclusively deemed to have been given and received on the second business day after such written notice has been deposited in the U.S. Mail, properly addressed, and with sufficient postage affixed thereto, provided such notice shall not prevent the giving of actual notice in any other manner. Such notice shall also be deemed to be delivered to Vendor upon sending an email to the Vendor’s email address provided in the Vendor’s response to the RFP or at such other email address provided by Vendor.

**24 EQUAL EMPLOYMENT OPPORTUNITY (EEO) DISCLOSURES**

By submission of a proposal, the VENDOR agrees that in the performance of any contract resulting from any award under this proposal, the proposing entity will comply with all applicable equal employment opportunity laws and regulations, including, but not limited to an agreement not to deny any benefit to, exclude from any opportunity, or discriminate in any way against, any applicant, employee, or any other person because of age, color, creed, gender, handicapping condition, marital status, national origin, political affiliation or belief, race, religion, or veteran status.

The proposing entity agrees that during the period of any contract resulting from any award under this proposal invitation will remain, in compliance with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41CFR Part 60).

The occurrence of any prohibited discrimination will constitute VENDOR's breach of contract due to a substantial failure by the VENDOR to fulfill its obligations, whereupon REGION 4 may terminate the VENDOR's contract for cause as provided by section entitled "Non-Performance/Termination of Contract."

**25 OWNERSHIP OF AND RIGHTS TO USE COPYRIGHTED MATERIALS**

The VENDOR hereby covenants and warrants that the VENDOR is the owner of and/or has full right and authority to use all of the copyrights incorporated in the scope of the work. The VENDOR agrees that the VENDOR will not contest REGION 4's right to use any copyrighted material within the scope of work and that the VENDOR will not contest the validity of any copyright arising out of the scope of work performed in accordance with this agreement. **VENDOR SHALL INDEMNIFY REGION 4 FOR ANY CLAIMS OR DAMAGES ARISING FROM ANY THIRD-PARTY ALLEGATION THAT REGION 4'S USE OF ANY SUCH MATERIALS ARE A BREACH OF SUCH PARTIES INTELLECTUAL PROPERTY RIGHTS.**

**26 DISPUTES/VENUE/ATTORNEYS' FEES**

This contract shall be governed by REGION 4 ESC and VENDOR shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Texas, except as otherwise provided in this contract or in statutes pertaining specifically to the State. This contract shall be governed by the laws of the State of Texas, and suits pertaining to this contract may be brought only in the courts of the State of Texas in Harris County.

The prevailing party in any adjudication relating to or arising out of this Agreement shall be awarded all reasonable and necessary attorneys' fees and costs.

**27 WAIVER**

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

**28 INTERPRETATION – PAROLE EVIDENCE**

The parties intend this writing as a final expression of their agreement and a complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties and no usage of the trade shall be relevant to supplement or explain any terms used in this agreement. Acceptance of acquiescence in a course of performance rendered 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 Texas Business & Commerce Code is used in this agreement, the definition contained in the Code shall be controlling.

**29 RIGHT TO ASSURANCE**

Whenever one party to the contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

**30 FUNDING OUT CLAUSE (NON-APPROPRIATION)**

Renewal of this Agreement or continuation beyond the current fiscal year, if any, will be in accordance with Texas Local Government Code § 271.903 concerning non-appropriation of funds for multi-year contracts. Notwithstanding any other provision of this Agreement or obligation imposed on REGION 4 ESC by this Agreement, REGION 4 ESC shall have the right to terminate this Agreement without default or liability to VENDOR resulting from such termination, effective as of the expiration of each budget period of REGION 4 ESC if it is determined by REGION 4 ESC, in REGION 4 ESC's sole discretion, that there are insufficient funds to extend this Agreement. The parties agree that this Agreement is a commitment of REGION 4 ESC's current revenue only. Notwithstanding anything to the contrary in this Agreement, the CENTER is obligated to make payments only as approved each year by the CENTER'S Board of Directors. The CENTER'S Board of Directors retains the right to terminate this Agreement at the expiration of each budget period of the CENTER. To the extent that the CENTER will use federal grant funds to fulfill its obligations under this Agreement, VENDOR acknowledges that federal funds will be used to pay for all or a portion of funds due under this Agreement and that this Agreement is only effective upon receipt of the Notice of Grant Award ("NOGA") by the CENTER from the awarding agency. As such, if the CENTER does not receive sufficient funding for the services provided in this Agreement, the CENTER may terminate this Agreement without penalty or further obligation to VENDOR, at any time upon written notice to VENDOR.

**31 RELATIONSHIP OF PARTIES**

It is the intention of the parties that VENDOR be an independent contractor and not an employee, agent, joint venturer, or partner of the CENTER. REGION 4 ESC and VENDOR acknowledge that they do not have a continuing relationship, and that this Agreement is intended only to create a limited relationship for the specific purposes of providing the goods and/or services referenced in this Agreement. Neither party shall have any power or authority to bind or commit, or to assume or create any obligation or responsibility on behalf of, the other party in any respect, contractually or otherwise, to any third party. In the event this Agreement requires the VENDOR'S performance of services by VENDOR'S employees, or persons under contract to VENDOR, to be done on REGION 4 ESC property, the VENDOR agrees that all such work shall be done as an independent contractor and that the persons doing such work shall not be considered employees of REGION 4 ESC. In no event shall either party, or any of its respective officers, agents, or employees, be considered the officers, agents, or employees of the other party. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, a joint venture, merger, or any business partnership between the CENTER and either VENDOR or any employee or agent of VENDOR. VENDOR agrees that the CENTER has no responsibility for any conduct of any of VENDOR'S staff, participants, visitors, employees, agents, representatives, personnel, contractors, subcontractors, invitees, or licensees. VENDOR assumes full responsibility for the actions of its staff, participants, visitors, employees, agents, representatives, personnel, contractors, subcontractors, invitees, and licensees while performing any services incident to this Agreement and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholdings), workers' compensation, disability benefits, and like requirements and obligations. As an independent contractor, VENDOR will be solely responsible for determining the means and methods for performing the Services and shall furnish all tools, materials, transportation, and personal incidentals necessary in the performance of the Services. VENDOR shall be responsible for any and all applicable social security and personal income taxes that may become due as a result of any payments made by the CENTER hereunder and VENDOR shall indemnify and hold the CENTER harmless in this regard.

**32 INTELLECTUAL PROPERTY**

This Agreement shall not be constructed to convey any rights of ownership or any other license, right, title or interest in the other Party's trademarks, copyrights, video programs, curriculum, documents, patents or any other intellectual property.

**33 RIGHT TO AUDIT**

REGION 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. REGION 4 ESC shall have the authority to conduct random audits of VENDOR'S pricing that is offered at REGION 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that REGION 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement; REGION 4 ESC shall have the ability to conduct an extensive audit of VENDOR'S pricing at VENDOR'S sole cost and expense. REGION 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by REGION 4 ESC.

**34 PROPOSAL ACCEPTANCE**

The period for acceptance of this proposal will be sixty (60) calendar days unless the VENDOR indicates a different period.

**35 PAYMENT**

Prior to authorizing payment to Contractor, REGION 4 shall evaluate Contractor's performance using the performance standards set forth in all documents constituting this Contract. Contractor shall provide invoices to REGION 4 for Commodities/Services provided/performed. Invoices must be submitted not later than the 15th day of the month after the Services are completed. No payment whatsoever shall be made under this contract without the prior submission of detailed, correct invoices. Subject to the foregoing, REGION 4 must make all payments in accordance with the Texas Prompt Payment Act, Texas Government Code, Chapter 2251. Payments under this Contract may be subject to the availability of appropriated funds. Contractor acknowledges and agrees that payments for services provided under this Contract may be contingent upon REGION 4's receipt of funds appropriated by the Texas Legislature.

**36 LAWS AND REGULATIONS**

VENDOR agrees to comply and certifies compliance with, on behalf of itself and any subcontractors (if approved by the CENTER in accordance with this Agreement), and their respective employees, agents, and representatives, all federal, state, and local laws, acts, rules, regulations, and ordinances, as applicable, including, but not limited to the Education Department General Administrative Regulations ("EDGAR"), 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81, and Texas Government Code Chapter 2258. If applicable, VENDOR certifies compliance with all provisions, laws, acts, regulations, rules, and ordinances as detailed in the "Contract Provisions for Non-Federal Entity Contracts under Federal Awards" in Appendix II to 2 C.F.R. Part 200, which is incorporated by reference herein. VENDOR further certifies compliance with all applicable provisions, laws, acts, regulations, rules, and ordinances, including but not limited to those referenced in the CENTER'S Bid Attributes completed by VENDOR, which is incorporated by reference herein. Further, VENDOR agrees to and shall comply with all rules, regulations, policies, procedures, and other requirements of the CENTER and the school campus(es) on which any work is to be performed under this Agreement. VENDOR shall indemnify and hold REGION 4 ESC harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of VENDOR'S obligations under this provision.

**37 LAW AND WAGE RATES**

In the execution of this contract, the VENDOR shall comply with all applicable local, state and federal laws.

**38 DAMAGES**

The successful VENDOR will be held responsible for and required to make good, at his own expense, all damages to persons and property caused by carelessness or neglect on the part of their employees.

**39 VENDOR ASSURANCE**

The VENDOR must supply assurance which warrants that the prompt payment discount terms, delivery terms, distribution allowance, quality and performance of product/services, prices and other conditions/provisions offered in this proposal are the same or better than those offered by the proposing entities most favored customer.

**40 VENDOR EXPERIENCE**

The VENDOR must be fully prepared with the necessary personnel, materials, machinery and equipment to begin the work promptly and to conduct the work as required in the terms, conditions and specifications of this proposal.

REGION 4 may make investigations as deemed necessary to determine the ability of the VENDOR to perform the work, and the VENDOR shall furnish to the CENTER all information and data as requested. REGION 4 reserves the right to reject any proposal if the evidence submitted by, or investigation of, a VENDOR fails to satisfy REGION 4 that the VENDOR is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

**41 PROPRIETARY INFORMATION OR TRADE SECRETS**

If any of the information requested is considered to be proprietary or a trade secret belonging to the VENDOR, that information should be filed with the proposal in a separate envelope appropriately designated.

**42 SURVIVAL**

Expiration or termination of the contract for any reason does not release VENDOR from any liability or obligation set forth in the contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

All applicable software license agreements, warranties or service agreements that are entered into between VENDOR and REGION 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by VENDOR shall survive expiration or termination of the Contract. All quotations issued by VENDOR shall survive expiration or termination of the Contract where such quotation is furnished inside of the Contract Period or subsequent renewal.

**43 SEVERABILITY**

In the event that 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 provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

**44 EDUCATIONAL RECORDS**

VENDOR agrees that VENDOR and its employees, agents, and/or representatives may receive access to student information for certain students of the CENTER or its Participating Member pursuant to this Agreement. VENDOR shall secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations, including but not limited to all privacy laws. VENDOR understands that the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, governs the privacy and security of educational records and information, and VENDOR agrees to abide by FERPA rules and regulations, as applicable. Pursuant to the FERPA, the VENDOR must protect the confidentiality of the CENTER, or its Participating Member, student records and shall not release any information without written consent from the CENTER, or its Participating Member, the student's parent/guardian, or eligible student unless required to do so by applicable law. VENDOR further acknowledges that to the extent VENDOR, including but not limited to, VENDOR'S staff, employees, and/or representatives, receives confidential CENTER, or its Participating Member, student information during the performance of duties under this Agreement, VENDOR is considered a "school official" in accordance with FERPA and shall not disclose confidential student information or education records except as otherwise permitted by applicable law. VENDOR shall require its employees and other agents to execute written agreements requiring that such information be kept confidential. The Parties agree to enter into a Data-Sharing Addendum (or similarly titled and intended document) in the event confidential student information is to be shared, as required by applicable law. VENDOR and its employees/ representatives shall at all times abide by applicable laws, including FERPA and the Health Insurance Portability and Accountability Act (HIPAA). VENDOR must destroy any student information received from the CENTER, or its Participating Member when no longer needed for the purposes of the Agreement. VENDOR shall immediately provide notice to the CENTER, or its Participating Member of any violation of the terms of this section. VENDOR shall be solely responsible for any breach of the obligations of this section by any of its employees, agents, representatives, or subcontractors or their employees, agents, or representatives.

**45 CENTER'S CONFIDENTIAL INFORMATION**

In the course of performing duties under this Agreement, VENDOR may view, obtain, or have access to financial, accounting, statistical, personnel, and other information of a confidential nature concerning students and schools being served by the CENTER and employees of the CENTER or its Participating Member. All such information is confidential and shall not be disclosed, directly or indirectly, to any person other than authorized officials of the CENTER or its Participating Member, either during or after the effective period of this Agreement. VENDOR acknowledges that the CENTER or its Participating Member would be irreparably injured if VENDOR were to disclose such information to third parties not entitled to receive such information or to misappropriate such confidential information for VENDOR'S own purposes or benefit and that money damages would not compensate the CENTER or its Participating Member for such irreparable injury.

**46 INVOICING AND PAYMENT**

Itemized invoices shall be mailed to the CENTER and directed to the CENTER'S Accounts Payable Department. VENDOR shall submit invoices within a timely manner during the CENTER'S fiscal year in which the good(s) and/or services are purchased, as applicable. Invoices received more than 60 days after the date the work was performed will not be paid by the CENTER. The following requirements apply to invoices submitted for payment:

.1 One invoice shall be submitted per CENTER Purchase Order.

.2 Invoice shall bear the following: (a) date of invoice; (b) date(s) of service, if applicable; (c) name of VENDOR; (d) brief description of the item(s), quantity, unit price(s), and extended price(s); (e) if applicable, dates of service(s), including list of services provided daily including dates and amount of time spent performing each service and detailed descriptions of the services provided on each of the dates listed including location where services were provided; (f) VENDOR'S complete mailing address and telephone number.

.3 Invoice submission shall include any necessary substantiating documentation or information as required by the Agreement; and certification of goods and/or services provided through a signature by a VENDOR company representative.
.4 Invoice shall reference the CENTER Purchase Order Number.
.5 Invoice shall be in duplicate.
.6 Invoice shall only be paid for goods/products/equipment/services delivered and accepted by CENTER
.7 Advance payment to VENDOR is strictly prohibited unless otherwise determined on a case-by-case basis.
.8 VENDOR is required to submit to the CENTER a completed IRS Form W-9 for the current tax year and all other forms required by the CENTER (e.g., Felony Conviction Notice, Conflict of Interest Questionnaire, etc.) before payment is rendered.
.9 In accordance with Texas Government Code §2251.021, payments are due to VENDOR within forty-five (45) days after the later of the following: (1) the date CENTER receives the goods; (2) the date the performance of the service is completed; or (3) the date CENTER receives an invoice for the goods and/or services.

In the event VENDOR presents the CENTER with invoices, statements, reports, etc. that are incomplete, inaccurate or in need of substantial internal research, such action could result in delay of payment. The CENTER will not be responsible for any interest charges and/or late fees because of delayed payment due to time delays caused by inadequate or incomplete information provided in invoices by VENDOR.

VENDOR agrees to pay any subcontractors, if any, the appropriate share of the payment received from the CENTER not later than the tenth (10th) day after the date VENDOR receives the payment from the CENTER. VENDOR shall be responsible for satisfaction of all applicable IRS standards concerning reporting of income and payments to VENDOR'S subcontractors and/or employees, if any. The exceptions to payments made by the CENTER and/or VENDOR listed in Texas Government Code § 2251.002 shall apply to this Agreement. In the event that VENDOR'S personnel begin work before VENDOR receives a valid purchase order and/or the signing of this Agreement, VENDOR agrees that the CENTER is not liable for payment of such services rendered.

In addition to all other rights and remedies that the CENTER may have, the CENTER shall have the right to setoff, against any and all amounts due to VENDOR by the CENTER, whether due under this Agreement or any other agreement between the CENTER (including any division of the CENTER) and VENDOR, any sums to which the CENTER is entitled under this Agreement, as determined by the CENTER in its sole discretion, including, without limitation, sums due by VENDOR to the CENTER as a result of indemnification obligations and/or warranty claims.

**47 INDEMNIFICATION, REMEDIES, AND GOVERNING LAW/VENUE**

.1 **TO THE FULLEST EXTENT PERMITTED BY LAW, VENDOR AGREES TO PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CENTER, ITS DIRECTING BOARD MEMBERS, TRUSTEES, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES, COSTS, FINES, PENALTIES, AND EXPENSES (INCLUDING REASONABLE LITIGATION COSTS AND ATTORNEY'S FEES, INCLUDING APPEALS), FOR WHICH THE CENTER, ITS DIRECTING BOARD MEMBERS, TRUSTEES, OFFICERS, EMPLOYEES, AGENTS, AND/OR REPRESENTATIVES, CAN OR MAY BE HELD LIABLE AS A RESULT OF INJURY (UP TO AND INCLUDING DEATH) TO A PERSON OR PERSONS OR DAMAGE TO PROPERTY, ARISING OUT OF, OCCASIONED BY, OR IN ANY WAY CONNECTED, DIRECTLY OR INDIRECTLY, WITH THE VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (COLLECTIVELY, "CLAIM"), WHETHER OR NOT THE CLAIM ARISES FROM THE NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT, OR VIOLATION OF LAW BY VENDOR, ITS EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS, EXCEPT FOR CLAIMS ARISING ENTIRELY FROM THE WRONGFUL ACTS, OMISSIONS, OR NEGLIGENCE OF THE CENTER, OR ITS AGENTS, EMPLOYEES OR REPRESENTATIVES. ALL OBLIGATIONS AS SET FORTH IN THIS SECTION SHALL SURVIVE THE EXPIRATION, COMPLETION, OR TERMINATION OF THIS AGREEMENT.**

.2 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the aforementioned indemnification obligation, such legal limitations are made a part of the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligations shall continue in full force and effect.

.3 Nothing in this Agreement shall be construed to create a claim or cause of action against the CENTER for which it is not otherwise liable, to waive any immunity or defense to which the CENTER may be entitled, or to create an impermissible deficiency debt of the CENTER.

.4 REGION 4 ESC and VENDOR shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Texas, except as otherwise provided in this Agreement or in statutes pertaining specifically to Texas governmental entities.

.5 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its provisions on conflicts of laws. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of or relating to this Agreement shall be a court of competent jurisdiction in Harris County, Texas.

.6 VENDOR hereby assigns the CENTER any and all claims for overcharges associated with this Agreement under the antitrust laws of the United States, 15 USCA Section 1, et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et. seq.

**48 QUALITY, WARRANTY, AND SUBSTITUTIONS**

In addition to the guarantees and warranties provided by law, by accepting this Agreement, VENDOR hereby expressly guarantees, warrants, and represents that:

.1 all products/goods and/or services supplied and/or furnished under this Agreement are of high quality, free from all defects in material and workmanship, free from defects in design, meet or exceed and exactly conform in all respects to all terms and requirements of this Agreement (including any drawings, specifications, and/or standards incorporated herein, including, without limitation, those detailed in the procurement solicitation issued by the CENTER) and all applicable REGION 4 ESC specifications and requirements, and are suitable for and will perform in accordance with the ordinary, intended purpose(s) as well as any special purposes specified by REGION 4 ESC, for a period of one (1) year from the date of the CENTER'S acceptance of the goods and/or services or payment of the applicable invoice, whichever is later. All warranties shall survive delivery of the goods and completion of the services; neither the CENTER'S acceptance of, nor payment for, said goods and services shall constitute a waiver or modification of any of the warranties of VENDOR, or the rights of REGION 4 ESC;

.2 any goods delivered to the CENTER will be new (i.e., previously unused, non-floor model, in their original packaging, and have not been reconditioned, remanufactured, repackaged, returned, damaged, or refurbished), unless otherwise specified;
.3 all services performed by VENDOR or its subcontractors and all material used on REGION 4 ESC's behalf, will be completely paid for and that there are no materialman's or other liens attached to the goods, products, merchandise, materials, or services which are provided to REGION 4 ESC;
.4 the goods to be delivered hereunder will not infringe on any valid intellectual property right, including any patent, trademark, trade name, or copyright, and that VENDOR will, at VENDOR'S expense, defend any and all actions or suits charging such infringement and will save REGION 4 ESC, its trustees, agents, and employees, harmless in case of any such action or suit;
.5 the goods to be delivered hereunder will be manufactured, sold, and/or installed in compliance with the provisions of all applicable federal, state, and local laws and regulations;
.6 VENDOR shall uphold the manufacturer's standard warranty on any products. This warranty shall provide for replacement of defective merchandise, parts and labor, and include pick-up and delivery from the specified CENTER location effective from the date of delivery. VENDOR shall assume all liabilities incurred within the scope of consequential damages and incidental expenses, as set forth in the VENDOR or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this Agreement or the procurement solicitation, if any;
.7 Substituting without the prior approval of a REGION 4 Member placing the order will constitute a breach of contract by the vendor, which may result in the initiation of actions covered in the section entitled "Non-Performance/Termination of Contract" and the associated financial impacts attached thereto and may jeopardize any future business from the CENTER.; and
.8 nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of REGION 4 ESC.
.9 All products provided or installed under this contract must be in the best possible condition and will be subject to inspection, testing, and approval by REGION 4 and its Members.

**49 LICENSES AND PERMITS; PERFORMANCE**

For the entire effective period of this Agreement, VENDOR represents and warrants that VENDOR (and, if approved by the CENTER, any and all subcontractors): (1) has the experience, qualifications, licenses, and certifications required to provide the goods and/or services pursuant to this Agreement; and (2) shall maintain all required licenses, certifications, permits, and any other documentation and/or authorization(s) necessary to perform this Agreement, including, without limitation, authorizations required by any governing entity(ies), including, but not limited to, the City of Houston, Harris County, the State of Texas, and the like. VENDOR must comply with all state and local building code requirements unless otherwise specifically provided in the REGION 4 ESC's purchase or work order, and VENDOR must pay all fees and charges for connections to outside services and for use of property outside the project site. When required or requested by REGION 4 ESC, VENDOR shall furnish REGION 4 ESC with satisfactory proof of VENDOR'S compliance with this provision.

Further, VENDOR agrees that VENDOR'S goods will be provided, and/or services will be performed, with reasonable care, skill, judgment, and experience in a professional business-like manner, with no direct supervision from the CENTER. VENDOR shall employ only orderly and competent workers, skilled in the performance of the services, if any, which shall be performed under this Agreement. If VENDOR is unable to complete the work in this manner based on the mutually agreed upon timeline, VENDOR shall notify the CENTER'S Director of Procurement in writing.

**50 SUPPORT**

VENDOR shall provide timely and accurate technical advice and sales support to REGION 4 ESC and REGION 4 ESC staff. VENDOR shall respond to requests for customer support within one (1) business day after receipt of the request. VENDOR shall promptly provide training to REGION 4 ESC staff regarding products and/or services supplied by VENDOR, at no additional charge, if requested by REGION 4 ESC.

**51 NO WAIVER OF BREACH**

Failure of REGION 4 ESC to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights or remedies provided herein or by law or to properly notify successful VENDOR in the event of breach, or the acceptance of or payment for any goods hereunder shall not release VENDOR from any of the warranties or obligations of this Agreement, and shall not be deemed to waive any right of REGION 4 ESC to insist upon strict performance hereof or any of its rights or remedies as to any such goods, regardless of when shipped, received or accepted, or as to any prior or subsequent default hereunder; nor shall any purported oral modification or rescission of an Agreement, contract or service agreement by REGION 4 ESC operate as a waiver of any of the terms hereof.

**52 NO WAIVER OF IMMUNITY**

The execution of this Agreement and the performance by the CENTER of any of its obligations hereunder do not, and are not intended to, waive or relinquish, and the CENTER shall not waive or relinquish, any governmental, sovereign immunity or defense from or to liability or prosecution available to the CENTER, its trustees, officers, employees, or agents under federal or Texas laws. Nothing in this Agreement shall be constructed as creating any personal liability on the part of any trustee, officer, employee, or representative of REGION 4 ESC.

**53 PRODUCT RECALLS**

VENDOR shall notify the REGION 4 ESC's PROCUREMENT CONTRACT SPECIALIST immediately if a product recall is instituted on any good and/or service VENDOR has delivered or if VENDOR discovers or becomes aware of any quality or other deficiency in the delivered goods and/or services. This requirement shall survive payment and acceptance of the goods and/or services.

**54 TEXAS HAZARD COMMUNICATION ACT**

It is the policy of REGION 4 ESC to comply with applicable federal law and the Texas Hazard Communication Act, Texas Health and Safety Code Chapter 502. Therefore, it is necessary to require that all suppliers provide REGION 4 ESC with a current and accurate Safety Data Sheet (SDS), if applicable, for all items sold to REGION 4 ESC, including, but not limited to: products which may contain hazardous substances, create hazardous substances as a by-product, cause harmful physical effects, or otherwise be considered hazardous. VENDOR shall be solely responsible to promptly obtain and provide to REGION 4 ESC all necessary SDSs from suppliers of items under this Agreement, as applicable. A separate sheet shall be provided for each individual item (if required) when purchase is made, as well as when the proposal is submitted. The SDSs must conform to the most current requirements of the Hazard Communication Standard issued by the Occupational Safety and Health Administration (OSHA) and codified as 29 CFR Section 1910.1200.

**55 HAZARDOUS MATERIALS**

In the performance of VENDOR'S services, VENDOR shall not cause any release of hazardous substances, including but not limited to asbestos, or contamination of the environment, including the soil, the atmosphere, or any water course or ground water. VENDOR shall be liable for any claims or damages resulting from such release of or exposures to any such substances as a result of VENDOR'S activities.

**56 TEXAS PUBLIC INFORMATION ACT**

.1 The Parties acknowledge that REGION 4 ESC is obligated to strictly comply with the Texas Public Information Act (TPIA), Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. All VENDOR Agreements shall be in compliance with the TPIA.

.2 All documents exchanged or created in connection with and communications regarding this solicitation or any Agreement with the CENTER are governed by the TPIA.

.3 Documents submitted and communications regarding a VENDOR'S proposal response to a solicitation may be deemed confidential during the evaluation process, as provided in Texas Government Code, Subchapter C, Section §552.104, "Exception: Information Related to Competition or Bidding."

.4 The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid and Agreement, and the contractor or VENDOR agrees that the Agreement can be terminated if the contractor or VENDOR knowingly or intentionally fails to comply with a requirement of that subchapter.

.5 Upon the written request of the CENTER, VENDOR will promptly provide specified contracting information exchanged or created under this Agreement. VENDOR waives any claim against and releases from liability the CENTER, its trustees, officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Agreement or otherwise created, assembled, maintained, or held by either party and determined by the CENTER, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act, Chapter 552, Texas Government Code.

.6 VENDORS should consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets, or any other proprietary information before responding to this procurement solicitation. Should VENDOR'S response to this procurement solicitation include trade secrets or proprietary information, or other technical information, documentation and/or expertise that the VENDOR considers confidential, VENDOR must either (1) conspicuously mark such information as being confidential or, (2) if the information is delivered in oral form, summarize the information in writing within ten (10) REGION 4 ESC business days and identify it as being confidential ("Confidential Information"). REGION 4 ESC shall not be held liable for disclosure of information that is not conspicuously marked or identified as Confidential Information in accordance with the aforementioned process. All requests to secure trade secrets must be accompanied by factual evidence of potential loss of competitive or economic harm.

.7 VENDOR shall immediately notify the CENTER if VENDOR receives from any third-party a request for information (including, but not limited to, a subpoena), which pertains to the documentation and records maintained by VENDOR on behalf of the CENTER pursuant to this Agreement. VENDOR shall provide a copy of such request to the CENTER, unless otherwise prohibited by law.

**57 NO THIRD-PARTY BENEFICIARIES**

Nothing in this Agreement shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any party to this Agreement.

**58 NOTICE**

Any notice provided under the terms of this Agreement by either party to the other shall be in writing and may be effected by certified mail, return receipt requested. Notice to either party shall be sufficient if made or addressed to the address listed in the signature line of this Agreement. Each party may change the address to which notice is to be sent to that party by giving notice of such change to the other party by certified mail, return receipt requested.

**59 NON-EXCLUSIVITY**

Nothing in this Agreement may be construed to imply that VENDOR has the exclusive right to provide the CENTER with goods and/or services. During the effective period of this Agreement, the CENTER reserves the right to use all available resources to procure other goods and/or services as needed, and doing so will not violate any rights of VENDOR. In addition, nothing in this Agreement may be construed to require that the CENTER purchase any specific amount, quantity, or quota of goods and/or services from VENDOR.

**60 INTELLECTUAL PROPERTY**

VENDOR represents and warrants that it has all intellectual property rights necessary to enter into and perform its obligations in this Agreement.

**61 INDEBTEDNESS**

VENDOR represents that to the best of its knowledge it is not indebted to the CENTER. Indebtedness to the CENTER may be grounds for termination of this Agreement.

**62 FEDERAL GRANT REQUIREMENTS**

.1 All contracts under federal awards must meet federal, state and local requirements.

.2 The Agreement shall only be effective upon receipt by the CENTER of the Notice of Grant Award (NOGA) from the federal/state awarding agency.

.3 The Agreement term/period shall be aligned to the grant period of availability, as stated on the NOGA from the federal/state awarding agency (period of availability).

.4 All services shall be completed during the effective dates of the Agreement.

.5 All services shall be invoiced monthly after services are received (rather than paid lump sum at the beginning of the period of availability before services are rendered) and shall only be paid upon verification of receipt of services.

.6 The regulations for procurement in 2 CFR § 200.317-327 shall be followed by REGION 4 ESC in issuing the Agreement.

.7 All professional services provided under the Agreement will follow the provisions of 2 CFR § 200.459 Professional service costs.

.8 The Agreement shall identify the funding sources that will be used for the goods and/or services to be provided, including the specific amount and/or percentage of the total contract amount to be charged to each funding source.

.9 The Agreement shall identify and lists only reasonable, necessary, and allocable services to be provided during the period of availability of the funding sources listed in the Agreement.

.10 The administrative costs charged to the grant in the Agreement must comply with any limitations for administrative costs for funding sources (if applicable).

.11 The Agreement shall specify that the invoice provided by the VENDOR will include the list of services provided, dates of services, and location(s) where services were provided during the billing period.

.12 If the source of funds for this purchase is federal funds, the following federal provisions apply, as applicable: the Davis-Bacon Act (40 U.S.C. § 276a / 29 CFR Part 5), the Copeland “Anti-Kickback” Act (18 U.S.C. § 874 / 29 CFR Part 5), the Equal Opportunity Employment requirements (Executive Orders 11246 and 11375 / 41 CFR Chapter 60), the McNamara-O’Hara Service Contract Act (41 U.S.C. 351), Section 306 of the Clean Air Act (42 U.S.C. § 1857h), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15), the Contract Work Hours and Safety Act (40 U.S.C. § 3701-3708; 29 C.F.R. Part 5), Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Debarment and Suspension (Executive Orders 12549 and 12689), the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), the Education Department General Administrative Regulations, 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77, 79, 81-82, 84, 86, and 97-99 (“EDGAR”), mandatory standards and policies contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), and all federal certifications and other requirements of federal law, including but not limited to those included within REGION 4 ESC’s Bid Attributes and those mandated by federal agencies making award(s) of federal funds to REGION 4 ESC. Without limitation to the forgoing, Region 4 has and will comply with all requirements related to contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms, as set forth in 2 C.F.R. § 200.321. Region 4 has and does solicit all qualified small and minority businesses and women’s business enterprises. VENDOR shall comply with 2 C.F.R. § 200.321 in its own sub-contracting practices.

# DEVIATION FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

**Check one of the following responses:**

☒ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.
(*Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

☐ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:
(*Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.)*

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

| Section/Page/Line | Term, Condition, or Specification | Exception/Proposed Modification | Accepted (For Region 4 ESC's use) |
|---|---|---|---|
| | | NONE | |
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# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2024-1238855

**Date Filed:**
11/14/2024

**Date Acknowledged:**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**
Kyocera Document Solutions America, Inc
Fairfield, NJ United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**
Region 4 ESC

**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.**
24-12
Business machines sales and service

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Kyocera Document Solutions, Inc (Parent Company) | Kyoto Kansai Japan | X | |
| | | | |
| | | | |
| | | | |
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| | | | |

**5 Check only if there is NO Interested Party.** ☐

**6 UNSWORN DECLARATION**

My name is Gerry Mahoney, and my date of birth is 02-01-1965.

My address is 3 Jordyn Lane (street), Andover (city), MA (state), 01810 (zip code), USA (country).

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

Executed in Essex County, State of MA, on the 4th day of December (month), 20 24 (year).

Signed by:
Gerry Mahoney
9D5B4A52511842C...
Signature of authorized agent of contracting business entity
(Declarant)

# 24-12

# KYOCERA Document Solutions America, Inc.

# Supplier Response

## Event Information

Number: 24-12
Title: Digital Workspace Solutions
Type: Request for Proposal - OMNIA Partners
Issue Date: 10/30/2024
Deadline: 12/12/2024 02:00 PM (CT)
Notes: Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

Only online proposals will be accepted. Proposals must be submitted via Region 4 ESC's online procurement system: region4esc.ionwave.net.

**No manual, emailed, or faxed proposals will be accepted.**

## Contact Information

Contact: Crystal Wallace
Address: Procurement Department
7145 West Tidwell Road
Houston, TX 77092
Email: questions@esc4.net

## KYOCERA Document Solutions America, Inc. Information

Address: 225 Sand Road
Fairfield, NJ 07004
Phone: (973) 808-8444
Email: mark.sarrao@da.kyocera.com

By electronically signing and submitting this proposal, the VENDOR and their authorized representatives affirm that they have thoroughly reviewed and fully understand the terms, conditions, requirements, and specifications outlined in this invitation for proposals. The VENDOR acknowledges that it is their responsibility to obtain any necessary clarifications or additional information prior to submission. The VENDOR certifies that all information provided is accurate and complete, and they accept full responsibility for any inaccuracies or omissions in their proposal. The digital signature signifies the VENDOR's commitment to abide by all stipulations of this proposal invitation. The VENDOR understands and agrees that submission of this electronic proposal constitutes acceptance of all terms and conditions contained herein, and no claims of error, omission, or misunderstanding will be entertained by the Center. The law provides no allowances for errors made by the VENDOR, and relief will not be granted based on a plea of ignorance or misunderstanding of the requirements.

Mark Sarrao
*Signature*

mark.sarrao@da.kyocera.com
*Email*

*Submitted at 12/9/2024 12:45:24 PM (CT)*

## Requested Attachments

### Offer and Contract Form

Offer and Contract Form.pdf

Complete, sign, and upload the Offer and Contract Signature Form, located on the Attachments tab. (REQUIRED)

### Deviation Form

Deviation Form.pdf

Complete and upload the Deviation Form, found in the Attachments tab. *NOTE: Any and all Deviations to any term or condition found in this RFP must be noted on this form. (REQUIRED)

### W-9 Upload

Kyocera W-9.pdf

Interested offerors must upload an updated Form W-9 prior to submitting a proposal.

### Pricing

Kyocera - Omnia Partners Pricing Catalog - December 2024.xlsx

Provide your pricing as prescribed in the request for proposal and submit the completed file here. If uploading more than one Pricing file, select "New" under the "Other Response Attachments" section found lower on this webpage and upload as many documents as is necessary to properly describe your pricing.

### Disclosure of Interested Parties form or Evidence of Exemption

Disclosure of Interested Parties - State of TX - Form 1295 Certificate.pdf

If you are required under statute to submit a Disclosure of Interested Parties form (1295 form), you must do so here. Section 6 must be completed in its entirety. Alternatively, if you are exempt under the statute, you must provide documentation affirming your exemption. (REQUIRED, see Attribute titled "DISCLOSURE OF INTERESTED PARTIES")

### Exhibit A - Response for National Cooperative Contract

Kyocera - Ex A Supplier Response.pdf

Complete and upload your response to Exhibit A - Response for National Cooperative Contract. This upload should consist of a single document of the Proposer's own design that addresses all the information items requested in Exhibit A, 3.1 through 3.3.

### Exhibit F - Federal Funds Certifications

Exhibit F - OMNIA Partners - Federal Funds Certifications.pdf

Complete and upload your response to Exhibit F - Federal Funds Certifications. This upload should consist of a single document completed with all checkboxes, initials, signatures, and information fields filled in as appropriate.

### Exhibit G - New Jersey Business Compliance

Exhibit G - OMNIA Partners - New Jersey Business Compliance.pdf

Complete and upload your response to Exhibit G - New Jersey Business Compliance. This upload should consist of a single document that is comprised of DOC #1 through DOC #10, with all checkboxes, initials, signatures, and information fields completed as appropriate.

### Additional Requirements for Participating Agencies

*No response*

If the Offeror will require individual agencies to complete any additional requirements or agreements outside of what is proposed and agreed to during this proposal solicitation, Offeror must submit such requirements or agreements as an uploaded file here. If uploading more than one file, select "New" under the "Other Response Attachments" section found lower on this webpage, and upload as many documents as is necessary to submit all additional requirements for participating agencies.

### Value Added Services

Kyocera - Value Added Services.pdf

Provide any additional information related to products and services the Offeror proposes to enhance and add value to the Contract. For example, a proposal for furniture may include additional value-added selections such as installation, white glove delivery options, setup/cleaning, classroom design/layout, special orders, etc. (OPTIONAL)

### Conflict of Interest Questionnaire

*No response*

If a conflict exists that requires the submission of a Conflict of Interest Questionnaire (CIQ), complete and upload the document here. (REQUIRED ONLY IF A CONFLICT EXISTS, see Attribute titled "CONFLICT OF INTEREST QUESTIONNAIRE" for additional information.)

### Diversity, HUB Certifications

*No response*

If your firm holds a certification from certifying agencies related to M/WBE, DBE, HUB, or other diverse business designations, you may upload the certificate here. (OPTIONAL)

## Response Attachments

### Kyocera - NJ AA302 Certificate.pdf

Kyocera AA302 Certificate. Required with Ex G - New Jersey Business Compliance

### Kyocera - NJ Business Registration Certificate.pdf

Kyocera NJ Business Registration Certificate. Required with Ex G - New Jersey Business Compliance

### Kyocera Appendix A - Affirmative Action Statement.pdf

Kyocera's Affirmative Action Statement as displayed on our website.

### Kyocera Appendix B - Direct Sales Subsidiary Directory.pdf

Kyocera's Direct Sales Subsidiary Directory as referenced in Ex A Supplier Response and Attributes Tab responses

### Kyocera Appendix C - Authorized Kyocera Dealers.pdf

Kyocera's Authorized Dealers as referenced in Ex A Supplier Response and Attributes Tab responses

## Bid Attributes

**1 CONTRACT DURATION**

The initial term of the Contract is for a period of three (3) years unless terminated, canceled, or extended as otherwise provided herein. Region 4 ESC shall have the right in its sole discretion to renew the Contract for additional terms up to two (2) years after the end of the initial term or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. In the event the proposal term, including renewals, ends before another proposal is executed, proposal prices and discounts may be extended on a month-to-month basis by mutual consent. Extensions are limited to the lesser of: a) six (6) additional monthly terms, or b) the time which is required to complete a new solicitation for the goods and services provided for in this solicitation. Notwithstanding the foregoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued within the Contract term for a period of up to one year beyond the Contract term.

☑ I certify compliance with this attribute.

**2 NAME OF INDIVIDUAL COMPLETING THIS PROPOSAL**

Mark Sarrao

**3 HOW MANY YEARS HAS YOUR BUSINESS OPERATED UNDER ITS PRESENT NAME**

65

**4 WHAT IS YOUR CURRENT NUMBER OF CUSTOMER ACCOUNTS?**

3780

**5 WHAT ARE YOUR BUSINESS HOURS?**

Service hours shall be from 8:00 AM to 5:00 PM local time, except weekends and holidays ("Regular Service Hours").

**6 IS 30 DAYS AFTER RECEIPT OF INVOICE AN ACCEPTABLE PAYMENT SCHEDULE FOR YOUR BUSINESS?**

If Yes, type "YES".

If No, describe your payment schedule in the field provided.

Yes

**7 WHAT IS THE STANDARD LEAD TIME FOR RECEIPT OF PRODUCTS AFTER ORDER IS RECIEVED (ARO), IN DAYS?**

Provide your answer in number of DAYS after receipt of order (ARO).

Our standard lead time for equipment delivery is fifteen (15) business days from receipt of an executable order

**8 ACCOUNT MANAGER NAME**

Please indicate the name of the account manager we should speak to with concerns about the products and/or services in this proposal.

Susan Nathanson

**9 ACCOUNT MANAGER EMAIL**

Sue.Nathanson@da.kyocera.com

| | |
|---|---|
| 10 | **ACCOUNT MANAGER PHONE**<br>(803) 280-6533 |
| 11 | **PAYMENT REMITTANCE ADDRESS**<br>P.O. Box 830232, Philadelphia, PA 19182-0232 |
| 12 | **PAYMENT REMITTANCE PHONE**<br>(973) 808-8444 |
| 13 | **CONTRACT/PURCHASE ORDER/QUOTE EMAIL**<br>Vendors may choose to have purchase orders emailed to them in PDF format in lieu of having them faxed or mailed. To elect this option, please offer the preferred email address in the accompanying field. This email address will apply to any purchases from your company, so the use of a generic email address is suggested, such as bids@companyname.com or purchaseorders@businessname.com.<br>NatOrders@da.kyocera.com |
| 14 | **CONTRACT/PURCHASE ORDER/QUOTE FAX NUMBER, IF APPLICABLE**<br>If applicable, please provide a fax number to send orders and quote requests.<br>(973) 975-5797 |
| 15 | **REQUIRED REFERENCE QUOTE OR CONTRACT NUMBER, IF APPLICABLE**<br>Enter your quote or contract number and/or any other information our staff would need provide on the face of purchase orders in order to receive discount percentages and contract pricing.<br>*No response* |
| 16 | **COMPANY WEBSITE ADDRESS, IF APPLICABLE**<br>https://www.kyoceradocumentsolutions.us/en.html |
| 17 | **HOW WERE YOU NOTIFIED OF THIS BID OPPORTUNITY?**<br>In order to verify the efficiency of communication tools used to notify vendors of bidding opportunities, we ask that you provide us with the manner in which you received notification of this request for bid/proposal.<br>Received email notification that Region 4 is hosting the following solicitations |
| 18 | **REFERENCE 1**<br>Please provide the reference of a school and/or business who have utilized the same equipment/products within the last two years. Include Company/Government name, address, contact name, and contact phone number.<br>a. Entity name - Boerne ISD b. Contact name and title - America Jones, Administrator c. Contact phone number - 830-357-2000 d. City and state - Boerne, TX e. Years of service provided - 7 f. Annual volume of business handled for the customer - $302,580 |
| 19 | **REFERENCE 1 EMAIL**<br>America.jones@boerneisd.net |

**20 REFERENCE 2**

Please provide the reference of a school and/or business who have utilized the same equipment/products within the last two years. Include Company/Government name, address, contact name, and contact phone number.

a. Entity name - Shasta County b. Contact name and title - Leticia Swanson, Purchasing Manager c. Contact phone number - 530-229-8244 d. City and state - Redding, CA e. Years of service provided - 20+ f. Annual volume of business handled for the customer - 53 machines

**21 REFERENCE 2 EMAIL**

llswanson@shastacounty.gov

**22 REFERENCE 3**

Please provide the reference of a school and/or business who have utilized the same equipment/products within the last two years. Include Company/Government name, address, contact name, and contact phone number.

a. Entity name - Calhoun Intermediate School District b. Contact name and title - Steve Horn, Technology Coordinator c. Contact phone number - 269-789-2490 d. City and state - Marshall, MI

**23 REFERENCE 3 EMAIL**

horns@calhounisd.org

**24 THE U.S. STATE YOUR PRINCIPAL PLACE OF BUSINESS IS LOCATED.**

New Jersey

**25 RECIPROCITY**

For Businesses not located in Texas: Does your state of residence or incorporation require out-of-state bidders to underbid vendors residing in your state by a prescribed amount or percentage to receive a comparable contract? If Yes, please input that percentage; If No, please leave the adjacent field blank.

*No response*

**26 PARTIAL AWARD ACCEPTANCE**

REGION 4 ESC retains the right to award this contract in such a manner that it receives the best overall value for the goods and/or services requested in this request for proposal or bid, which may include awarding to multiple vendors.

☑ I understand.

**27 PURCHASE ORDER POLICY**

REGION 4 ESC purchases tangible goods and services through the use of approved Purchase Orders. Vendors are highly discouraged from sending products, and/or performing services without prior receipt of an approved District Purchase Order. While campuses and departments may call for quotes and information, please be advised the District is not obligated to pay for any services and/or products ordered via telephone or email in without the presence of a properly executed Purchase Order.

☑ I understand.

**28 ADDENDA NOTIFICATIONS**

Any addenda to this proposal will be issued electronically through this system. It is vendor's responsibility to review addenda upon e-mailed notice and retract/amend their submission as deemed necessary. REGION 4 ESC may choose to mark a proposal received prior to the issuance of an addendum as non-responsive should REGION 4 ESC, in its sole determination, finds the addendum to be of such material change that it warrants such determination. If such proposal is found non-responsive, REGION 4 ESC will not consider the proposal for evaluation or further consideration.

☑ I understand.

**29** **GENERAL TERMS AND CONDITIONS**

Respondent agrees to comply with the Contract and General Terms and Conditions provided as an attachment to this online bid event. Any deviations to the Contract and General Terms and Conditions may be provided using the procedures set forth in the attribute pertaining to deviations.

☑ I certify compliance with this attribute.

**30** **DEVIATIONS TO TERMS AND CONDITIONS**

Any Deviation from the RFP documents, including the General Terms and Conditions, Notice to Offeror, or any other document presented with terms for consideration by the proposer MUST be documented and presented on the Deviation Form and attached to this electronic bid event via an electronic upload to the "Response Attachments" tab. In addition to indicating the requested deviations on the form, additional pages may be provided to more thoroughly explain each deviation listed on the Deviation Form.

☑ I certify compliance with this attribute.

**31** **FELONY CONVICTION NOTIFICATION**

State of Texas Legislative Senate Bill No. 1 Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into an agreement with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony”.

Subsection (b) states “a school district may terminate the agreement 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”.

Subsection (c) states “this section does not apply to a publicly held corporation”.

Use the list of values associated with this item to identify your status as it relates to this legal requirement.

Non-Felon - person/owner IS NOT a convicted felon

**32** **NAME OF FELON AND NATURE OF FELONY, IF APPLICABLE**

If response to previous attribute was "Felon - person/owner IS a convicted felon", vendor shall give the name of the felon and details of conviction.

If you did not answer "Felon - person/owner IS a convicted felon" in the previous question, type "N/A" in the respective field.

N/A

**33** **CRIMINAL HISTORY RECORDS REVIEW OF CERTAIN CONTRACT EMPLOYEES**

Texas Education Code Chapter §22.0834 requires that criminal history records be obtained regarding covered employees of entities that contract with a school entity in Texas to provide services for that school entity (“Contractors”) and entities that contract with school entity contractors (“Subcontractors”). Covered employees with disqualifying criminal histories are prohibited from serving at a school entity. Contractors/Subcontractors contracting with a school entity shall (1) maintain compliance with the requirements of Texas Education Code Chapter 22 to the school entity; and (2) require that each of their subcontractors complies with the requirements of Texas Education Code Chapter 22. Contractors performing work at a school entity in Texas must comply with these statutes.
**Compliance includes providing or causing employees and sub-contractor employees to provide requested information and fingerprinting upon request.**
Covered employees: Employees of a Contractor/Subcontractor who have or will have continuing duties related to the service to be performed at a school entity *and* have or will have direct contact with students. The school entity will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students at their school.

☑ I certify compliance with this attribute.

**34** **HISTORICALLY UNDERUTILIZED BUSINESS (HUB) CERTIFICATION**

Businesses that have been certified by the Texas Building and Procurement Commission (TBPC) or other qualified agency as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this proposal invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.
Select one of the available options:

**OPTION A**: My business has NOT been certified as HUB.

**OPTION B**: I certify that my business has been certified as a Historically Underutilized Business (HUB), and I have/will upload the certification information into the "Response Attachments" Tab located in this online bidding event.

OPTION A - Not HUB

**35** **DISCLOSURE OF INTERESTED PARTIES**

Texas state law requires the Disclosure of Interested Parties be filed with a public entity, including regional service centers and school districts, for any contract which:
(1) requires an action or vote by the governing body; or
(2) has a value of $1 million or more; or
(3) for any services provided that would require an individual to register as a lobbyist under TX Gov't Code Chapter 305.

NOTE: This form is not required if the vendor is a publicly-traded business entity, including a wholly-owned subsidiary of the business entity (a company in which ownership is dispersed among the general public via shares of stock which are traded via at least one stock exchange or over-the-counter market).

If you are required by law to submit this form, it must be completed online at the Texas Ethics Commission website. Obtain a numbered certificate and click the link below to access the instructions and to complete this required form. Upon completion, vendors required to submit the form must attach it to the proposal via the "Response Attachments" Tab.

Click here to complete the form on the Texas Ethic Commission's 1295 Form webpage.

Please note: The District must verify receipt of all required 1295 forms received within 30 days on the Texas Ethics Commission website. This verification does not indicate a contract award. Contract awards will be issued via direct communication from the AISD Purchasing Department. A contract requiring a Disclosure of Interested Parties form is voidable at any time if:
(1) the governmental entity or state agency submits to the business entity written notice of the business entity's failure to provide the required disclosure; and
(2) the business entity fails to submit to the governmental entity or state agency the required disclosure on or before the 10th business day after the date the business entity receives the written notice.

**IF UNDER LAW YOU ARE EXEMPT FROM SUBMITTING THIS 1295 FORM, PROPOSERS MUST SUBMIT A DOCUMENT THAT SHOWS PROOF OR PROVIDES EXPLANATION OF THIS EXEMPTION.**

*THE FOLLOWING CONTRACTS ARE EXEMPT FROM THE REQUIREMENTS OF TEXAS DISCLOSURE OF INTERESTED PARTIES LAWS:*
- *a sponsored research contract of an institution of higher education;*
- *an interagency contract of a state agency or an institution of higher education;*
- *a contract related to health and human services if:*
  - *the value of the contract cannot be determined at the time the contract is executed; and*
  - *any qualified vendor is eligible for the contract;*
- *a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;*
- *a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or*
- *a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.*

☑ I certify compliance with this attribute.

36

## CONFLICT OF INTEREST QUESTIONNAIRE

Region 4 Education Service Center (Region 4) is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with Region 4 or who seeks to do business with Region 4 must fill out the new Conflict of Interest Questionnaire (CIQ) if a conflict of interest exists. A conflict of interest exists in the following situations:

1) If the vendor has an employment or other business relationship with a local government officer of Region 4 or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or
2) If the vendor has given a local government officer of Region 4, or a family member of the officer, one or more gifts with the aggregate value of $100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or
3) If the vendor has a family relationship with a local government officer of Region 4.

*"Vendor"* means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. Texas Local Government Code 176.001(7).

*"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. Texas Local Government Code 176.001(3).

*"Family relationship"* means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. Texas Local Government Code 176.001(2-a).

*"Local government officer"* means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. Texas Local Government Code 176.001(4).

**Individuals serving as a Member of the Board of Directors, the Executive Director, Cabinet Members, and other local government officers may be found at: https://www.esc4.net/about/about-region-4.**

For additional information on Conflict of Interest Questionnaire, and the statutes that mandate it, please visit the following links:
Texas Local Government Code, Section 176
Texas House Bill 23

A blank Conflict of Interest Questionnaire is available by clicking:
https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf.

If your firm is required to return a completed Conflict of Interest Questionnaire with your proposal submission, use the "Response Attachments" Tab to upload the completed document.

☑ I certify compliance with this attribute.

**37** **ENTITITES THAT BOYCOTT ISRAEL**

Pursuant to Chapter 2271 of the Texas Government Code, the Respondent hereby certifies and verifies that neither the Respondent , nor any affiliate, subsidiary, or parent company of the Respondent , if any (the "Respondent Companies"), boycotts Israel, and the Respondent agrees that the Respondent and Respondent Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include 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 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.

*EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) Respondent is not a sole proprietorship; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of $100,000 or more wholly or partially from public funds of the governmental entity.*

☑ I certify compliance with this attribute.

**38** **FOREIGN TERRORIST ORGANIZATIONS**

Section 2252.152 of the Texas Government Code prohibits Region 4 ESC from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code. Respondent certifies that it not ineligible to receive the contract.

☑ I certify compliance with this attribute.

**39** **FIREARMS ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATION**

Respondent verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

*APPLICABILITY: This clause applies only to a contract that: (1) is between a governmental entity and a company with at least 10 full-time employees; and (2) has a value of at least $100,000 that is paid wholly or partly from public funds of the governmental entity.*

*EXCEPTIONS: This clause is not required when a state Agency: (1) contracts with a sole-source provider; or (2) does not receive any bids from a company that is able to provide the written verification required by Section 2274.002(b) of the Texas Government Code.*

☑ I certify compliance with this attribute.

**40** **ENERGY COMPANY BOYCOTT PROHIBITED**

Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

*EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) a "company" within the definitions of Section 2274.001(2) of the Tex. Gov't Code; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of $100,000 or more wholly or partially from public funds of the governmental entity.*

☑ I certify compliance with this attribute.

**41** **CRITICAL INFRASTRUCTURE AFFIRMATION**

Pursuant to Government Code Section 2274.0102, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

*EXCEPTION: Clause only applies to solicitations and contracts in which the contractor would be granted direct or remote access to or control of critical infrastructure, as defined by Section 2274.0101 of the Texas Government Code, in this state, other than access specifically allowed for product warranty and support purposes.*
*The Governor of the State of Texas may designate countries as a threat to critical infrastructure under Section 2274.0103 of the Texas Government Code. Agencies should promptly add any country that is designated by the Governor to this clause.*"

☑ I certify compliance with this attribute.

**42**

## OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

**OPTION A**: We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

**OPTION B**: We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act and these requested exemptions are uploaded into the "Response Attachments" Tab located in this online bidding event.

*(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)*

OPTION A - No proprietary information

**43**

## CONSENT TO RELEASE PROPOSAL TABULATION

Notwithstanding anything explicitly and properly declared as Confidential or Proprietary Information to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the District may publicly release, including posting on the public Region 4 ESC and/or OMNIA Partners website(s), a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), unit price(s), hourly labor rate(s), or other specified pricing; and Vendor award notice information.

☑ I certify compliance with this attribute.

**44 CONTRACTING INFORMATION**

If Vendor is not a governmental body and

(a) this Agreement has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by REGION 4 ESC; or

(b) this Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by REGION 4 ESC in a fiscal year of REGION 4 ESC, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov't Code § 552.374(b), the following statement is included in the RFP and the Agreement (unless the Agreement is

(1) related to the purchase or underwriting of a public security;

(2) is or may be used as collateral on a loan; or

(3) proceeds from which are used to pay debt service of a public security of loan):

*"The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Agreement and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter."*

Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to

(1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to REGION 4 ESC for the duration of the Agreement;

(2) promptly provide to REGION 4 ESC any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of REGION 4 ESC; and

(3) on completion of the Agreement, either

(a) provide at no cost to AISD all contracting information related to the Agreement that is in the custody or possession of Vendor, or

(b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to REGION 4 ESC.

☑ I certify compliance with this attribute.

**45 ANTI-TRUST CERTIFICATION STATEMENT**

Vendor affirms under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and

(4) Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

☑ I certify compliance with this attribute.

**46 FEDERAL RULE (A) - CONTRACT TERM VIOLATIONS**

**(A)** Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR §200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

*Pursuant to Federal Rule (**A**) above, when federal funds are expended by Region 4 ESC, Region 4 ESC reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.*

☑ I certify compliance with this attribute.

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| 47 | **FEDERAL RULE (B) - TERMINATION CONDITIONS**<br>**(B)** Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)<br><br>*Pursuant to Federal Rule (**B**) above, when federal funds are expended by REGION 4 ESC, REGION 4 ESC reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation; (4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or REGION 4 ESC. REGION 4 ESC also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if REGION 4 ESC believes, in its sole discretion that it is in the best interest of REGION 4 ESC to do so. The vendor will be compensated for work performed and accepted and goods accepted by REGION 4 ESC as of the termination date if the contract is terminated for convenience of REGION 4 ESC. Any award under this procurement process is not exclusive and REGION 4 ESC reserves the right to purchase goods and services from other vendors when it is in the best interest of REGION 4 ESC.*<br>☑ I certify compliance with this attribute. |
| 48 | **FEDERAL RULE (C) - EQUAL EMPLOYMENT OPPORTUNITY**<br>**(C)** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”<br><br>It is the policy of REGION 4 ESC not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or disabling conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.<br><br>*Pursuant to Federal Rule (**C**) and the requirements stated above, when federal funds are expended by REGION 4 ESC on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.*<br>☑ I certify compliance with this attribute. |

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| 49 | **FEDERAL RULE (D) - DAVIS BACON ACT/COPELAND ACT**<br>**(D)** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.<br><br>*Pursuant to Federal Rule (**D**) above, when federal funds are expended by REGION4 ESC, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.*<br>☑ I certify compliance with this attribute. |
| 50 | **FEDERAL RULE (E) - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**<br>**(E)** (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.<br><br>*Pursuant to Federal Rule (**E**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.*<br>☑ I certify compliance with this attribute. |
| 51 | **FEDERAL RULE (F) - RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**<br>**(F)**If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.<br><br>*Pursuant to Federal Rule (**F**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.*<br>☑ I certify compliance with this attribute. |

52

## FEDERAL RULE (G) - CLEAN AIR ACT/FEDERAL WATER POLLUTION CONTROL ACT

**(G)** The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process in excess of $100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

*Pursuant to Federal Rule (**G**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (**G**) above.*

☑ I certify compliance with this attribute.

53

## FEDERAL RULE (H) - DEBARMENT AND SUSPENSION

**(H)** (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

*Pursuant to Federal Rule (**H**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Vendor shall immediately provide written notice to REGION 4 ESC if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. REGION 4 ESC may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless REGION 4 ESC knows the certification is erroneous.*

☑ I certify compliance with this attribute.

**54** **FEDERAL RULE (I) - BYRD ANTI-LOBBYING AMENDMENT**

**(I)** (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

*Pursuant to Federal Rule (**I**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term and after the awarded term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:*

*(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.*
*(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.*
*(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.*
*This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.*

☑ I certify compliance with this attribute.

**55** **FEDERAL RULE (J) - PROCUREMENT OF RECOVERED MATERIALS**

**(J)** When federal funds are expended by REGION 4 ESC, REGION 4 ESC and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) 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; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

*Pursuant to Federal Rule (**J**) above, when federal funds are expended REGION 4 ESC, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.*

☑ I certify compliance with this attribute.

**56** **FEDERAL RULE (K) - PROHIBITION ON CERTAIN TELECOM AND SURVEILLANCE SERVICE AND EQUIPMENT**

**(K)** Region 4 ESC, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain,
(2) extend or renew a contract to procure or obtain, or
(3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

The Respondent certifies that it will not purchase equipment, services, or systems that use covered telecommunications, as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system.

☑ I certify compliance with this attribute.

**57** **FEDERAL RULE (L) - BUY AMERICAN PROVISIONS**

**(L)** As appropriate and to the extent consistent with law, REGION 4 ESC has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, including but not limited to iron, aluminum, steel, cement, and other manufactured products, when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. Purchases that are made with non-federal funds or grants are excluded from the Buy American Act.

Vendor certifies that it is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must still follow the applicable procurement rules calling for free and open competition.

*"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.*

☑ I certify compliance with this attribute.

**58** **FEDERAL RULE - REQUIRED AFFIRMATIVE STEPES FOR SMALL, MINORITY, AND WOMEN-OWNED FIRMS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS**

When federal funds are expended by REGION 4 ESC, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including:

1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

☑ I certify compliance with this attribute.

**59**

## FEDERAL RULE - FEDERAL RECORD RETENTION

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.334 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Vendor agrees that REGION 4 ESC, Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract.

☑ I certify compliance with this attribute.

**60**

## FEDERAL RULE - PROFIT NEGOTIATION

For purchases using Federal funds in excess of $250,000, REGION 4 ESC may be required to negotiate profit as a separate element of the price. (See 2 CFR 200.324(b)).

When required by REGION 4 ESC, Vendor agrees to provide information relating to profitability of the given transaction and itemize the profit margin as a separate element of the price.

☑ I certify compliance with this attribute.

**61**

## FEDERAL RULE - SOLID WASTE DISPOSAL ACT

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Sold Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. 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 exceed $10,000; procuring sold 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. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014.)

Pursuant to this federal rule, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of all contracts resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in this paragraph.

☑ I certify compliance with this attribute.

**62**

## APPLICABLITY TO SUBCONTRACTORS

Vendor agrees that all contracts it awards pursuant to this procurement action shall be bound by the terms and conditions of this procurement action.

☑ I certify compliance with this attribute.

**63**

## COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When REGION 4 ESC expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

☑ I certify compliance with this attribute.

**6.4 INDEMNIFICATION**

**Acts or Omissions**

Vendor shall indemnify and hold harmless Region 4, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract.

**Infringements**

a) Vendor shall indemnify and hold harmless Region 4 and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.

b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.

c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense; (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

**Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity**

a) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE CUSTOMER AND/OR REGION 4 SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

b) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, REGION 4 AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT, VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.

☑ I certify compliance with this attribute.

**6.5 EXCESS OBLIGATIONS PROHIBITED**

Proposer understands that all obligations of Region 4 ESC under the contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the contract may be terminated by Region 4 ESC.

☑ I certify compliance with this attribute.

**6.6 SUSPENSION AND DEBARMENT**

Respondent certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the contract by any state or federal agency.

☑ I certify compliance with this attribute.

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| 67 | **CHANGE IN LAW AND COMPLIANCE WITH LAWS**<br>Proposer shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the contract to the Region 4 ESC, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the contract. Region 4 ESC reserves the right, in its sole discretion, to unilaterally amend the contract prior to award and throughout the term of the contract to incorporate any modifications necessary for compliance with all applicable state and federal laws, regulations, requirements and guidelines.<br>☑ I certify compliance with this attribute. |
| 68 | **CREDITS, REBATES, AND DISCOUNTS**<br>If a purchase results in credits, rebates, discounts, the vendor must provide CONTRACTING LEA with a refund of that amount, and all provided refunds must be accompanied by an itemized account of the refunds, with all items bearing the related the sales order, invoice number, or other identifying value from which the rebate, refund, or credit is derived. This includes processed USDA Foods products. Refunds accrued should be provided back to CONTRACTING LEA within one month of vendor's receipt. Not properly crediting back these monies may result in termination of the contract, as well as retainage of pending payments up to the sum of the rebates, credits, discounts, and USDA Foods values. CONTRACTING LEA reserves the right to audit the information necessary to determine the value of any pending credits due.<br>☑ I certify compliance with this attribute. |
| 69 | **ANTI-DISCRIMINATION CERTIFICATION**<br>Vendor certifies that it shall be in compliance with Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities where applicable, which prohibits discrimination of all eligible program participants on the basis of age, color, disability, national origin, race, and gender.<br>☑ I certify compliance with this attribute. |
| 70 | **ADHERENCE TO HEALTH AND SAFETY CERTIFICATIONS, LICENSING, AND REGULATIONS**<br>Vendor certifies it shall, as applicable, obtain, meet, or exceed all applicable local, state, and federal health and safety certifications, licensing, or regulations which include, but are not limited, to facility use, food establishment, and authorized providers.<br>☑ I certify compliance with this attribute. |

**71** **HACCP-BASED FOOD SAFETY PLAN**

Does your company implement a HACCP (Hazard Analysis Critical Control Point) based food safety plan? A HACCP Plan for your company should consist of policies and procedures related to the following topics:

1. Hazard analysis
2. Critical Control Points established and limits set
3. Planned procedures in place to correct processes when deviation may occur
4. Detailed and accurate record keeping
5. Verification procedures
6. Equipment installation and maintenance
7. Master cleaning and sanitation schedule
8. Orientation for all employees
9. Ongoing training on food safety and HACCP procedures
10. Separation of food and chemical products
11. Time/temperature monitoring
12. Refrigerated dock receiving and loading
13. Pest control

All food safety plan documentation and monitoring logs must be made available upon request.

If the answer to this question is No, vendor must plan to implement a HACCP-based food safety plan prior to start of contract, and such date must be provided in the SUPPLIER NOTES section of this proposal. Failure to implement this plan within 10 days of the contract start date may result in proposal disqualification or revocation of award.

If you are not bidding on food or beverage items, indicate by selecting "Not applicable - non-food items" from the options provided.

NON-APPLICABLE - NON-FOOD ITEMS

**72** **Provide equipment manufacturer, equipment types and discounts off published list price.**

Black & White MFP-69.1% (Average across all models for this grouping), Color MFP-69.6% (Average across all models for this grouping), Black & White Printer-62.6% (Average across all models for this grouping), Color Printer-58.6% (Average across all models for this grouping), Accessories-Paper Handling-50% (Average across all accessories for this grouping), Accessories-Connectivity-35% (Average across all accessories for this grouping), InkJet Production Printer-5%, InkJet Printers Accessories-5%, OEM Supplies-12%, Software-0%, KIP-5%

**73** **Define any freight charges.**

Freight is included in the price for each item, except for the Production Print unit (TASKalfa Pro 15000c) and its' accessories

**74** **Describe how Offeror responds to emergency orders.**

Order receipt is confirmed within four (4) business hours of submission and processing begins as quickly as possible. In the event an order is deemed “emergency” our order processing team will make every reasonable effort to prioritize the request. In the event that an agency requires equipment immediately Kyocera and our partners will make every reasonable effort to meet the requirement in the shortest time possible.

**75** **What is Offeror's average Fill Rate?**

95%

**76** **What is Offeror's average on time delivery rate? Describe Offeror’s history of meeting the shipping and delivery timelines.**

Our standard lead time for equipment delivery is fifteen (15) business days from receipt of an executable order. This timeframe is typically achieved or overachieved barring any unforeseen circumstance such as equipment or accessory backorder; of which the ordering party will be notified about as quickly as possible.

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| 77 | **Describe Offeror's return and restocking policy.**<br>Our standard restocking policy includes a 15% restocking fee in the event equipment or supplies are ordered in error and lacks any defect. |
| 78 | **Describe Offeror's ability to meet service and warranty needs.**<br>Kyocera has a nationwide network of over 400 authorized factory trained dealers, plus 10 direct operations/subsidiaries with 50 physical locations. Before any dealer can receive a Kyocera product, they must have passed the specifically designed product training on how to install, service and operate the Kyocera device. This process ensures that every customer will receive service and support from a trained technician. |
| 79 | **Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.**<br>Kyocera will provide all customers with access to our National Customer Care Center which operates M-F from 9am – 5pm local time. Customers will also have the option to contact their local servicing dealer directly. Service requests can be placed remotely (via our remote monitoring tool), via telephone, Email or online portal to Kyocera or directly to the servicing dealer. Any service requested placed will include a service reference ID for tracking. |
| 80 | **Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.**<br>Our standard payment terms are NET 30 and are billed in arrears for the prior month's usage or lease/rental fees. Payments can be submitted via check, ACH or electronic payment. Credit Card/P-Card transactions may incur up to a 3% processing fee which will be provided at the time of schedule initiation. |
| 81 | **Describe Offeror's contract implementation/customer transition plan.**<br>Kyocera provides a comprehensive solution for implementation and transition or "Change Management". All deployments will be managed by a Kyocera Customer Support Manager and, in the event of larger implementations, a dedicated project manager. Kyocera utilizes a proven methodology for deployment which is a ITELv3 Prince2 process that provides clear documentation and communication throughout the implementation process. Depending upon the installation, Kyocera's Change Management Solution is specifically designed to assist the user community navigate through any workflow changes that impact their daily lives combining Email communication, office signage, onsite trainings, focus groups and interactive open houses. Some of the largest organizations in the world have trusted Kyocera to guide their people through significant workplace changes with outstanding results. |
| 82 | **Describe the financial condition of Offeror.**<br>Kyocera is among the most financially stable organizations, not only in our industry, but, in the information technology space. We have reached over 14 billion dollars in sales across all of our ranges – communication, mobile devices, semi-conductor components, solar, industrial, automotive and document imaging. Provided below is a website link that will showcase our Financial Reports for prior years if needed.<br>https://global.kyocera.com/ir/library/20-f.html |
| 83 | **Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.**<br>Kyocera provides an intuitive web portal to our dealer community that provides a platform for order submission, progress tracking, service and supply detail and contract information. Our system can be leveraged and highly customized to support Omnia. |
| 84 | **Describe the Offeror's safety record.**<br>We are in compliance with all Federal and State safety regulations. To date Kyocera doesn't have any OSHA violations. |

**85** **Provide a brief history of the Offeror, including year it was established and corporate office location.**

Kyocera was founded in Kyoto, Japan in 1959 as a company specializing in fine ceramics. Kyocera Corporation is now a worldwide $15 billion company operating around the globe. The founder of the company Dr Inamori created the Kyocera philosophy, the core principle of the philosophy is “What is the right thing to do as a human being?” The Kyocera philosophy handbook is read and discussed at weekly throughout the organization. We strive to excel in all of the fields that we operate in today. These includes industrial ceramics, solar, telecommunications, electronic components, semiconductor packages, cutting tools, medical implants and document imaging equipment, which represents 22% of the organization. This contract will be supported by Kyocera Document Solutions America, Inc. located in Fairfield, NJ which is the headquarters location for all of the Americas.

**86** **Describe Offeror's reputation in the marketplace.**

Kyocera is consistently recognized for manufacturing some of the most reliable print technology in the world. As one of the leading manufacturers of print technologies and managed services worldwide Kyocera continues to grow and expand our solutions offering and assist our customers in realizing their specific goals.

**87** **Describe Offeror's reputation of products and services in the marketplace.**

Kyocera Document Solutions, Inc. is pleased to announce that it has won 12 Buyers Lab (BLI) 2024 Awards from Keypoint Intelligence, including the BLI 2024 A3 Line of the Year Award and the BLI 2024-26 Most Color Consistent A3 Brand Award. These recognitions underscore the company’s enduring commitment to offering reliable, high-quality and innovative products that enable customers to succeed. The 2024 A3 Line of the Year Award from Keypoint Intelligence, a leading market research firm, was granted after thorough testing of Kyocera’s entire A3 lineup. Kyocera’s A3 devices exhibited superior performance during this testing, and Keypoint Intelligence acknowledged consistently strong reliability, ease of use and image quality. This award serves as a reminder that Kyocera boasts a broad portfolio of A3 products that can meet and exceed the requirements of hybrid working environments.

**88** **Describe if distributors/dealers/resellers/subsidiaries/partners ("affiliates") will be used to fulfill the contract. Submit a list of those affiliates authorized to sell under the proposed contract.**

Where and how does Offeror propose to maintain an authorized affiliate list so it may be accessed by Participating Agencies? How often does the supplier propose to update the affiliate list? Confirm the Offeror reviews the financial health, debarment status and overall general capacity of authorized affiliates. Offerors who us authorized affiliates are responsible for ensuring authorized affiliates are performing in accordance with the contract.

Kyocera provides service and support through its direct operations and authorized dealers. With over 400 dealers and over 5,000 service technicians, Kyocera is able to cover the majority of all counties in all 50 states. This strategy allows for local relationship to be created between the local service provider and the local Omnia member. It is important to note that the process is managed and controlled by the terms of the Omnia contract. Any selling dealer selling to a contracted participant member must purchase all goods and services directly from Kyocera’s Cooperative Contract Division which ensures the purchase price, correct documentation and specific terms and conditions. No eligible order can be processed without adherence to the program guidelines and pricing. All transactions are subsequently subject to audit and verification. Please refer to the two attachments titled "Kyocera Appendix B-Direct Sales Subsidiary Directory" & "Kyocera Appendix C-Authorized Kyocera Dealers”

**89** **Describe the experience and qualifications of key employees.**

Susan Nathanson-National Account Manager-Relationship management single point of contact, Frank Zupa-Senior Vice President, Operations-Responsible for customer operations,service,logistics, Gerry Mahoney-Vice President, Direct Operations-Sales coordination and management Direct Channel, Don DuVall-Vice President, Dealer Operations-Sales coordination and management Dealer Channel, Joseph Dolce-Senior Director, Bids & Contracts-Contract creation,contract adherence and governance, Laurie Paperny-Operations Manager-New order placement, contract management, John Bellagama-Data Analyst, Service Operations-Delivery Coordination,scheduling,billing management, John Feurbach-Service Delivery Manager-SLA management,service delivery and consumables, Mark Wieghaus-Contract Analyst, Sales Operations-Online Catalogs, Millicent Richardson-Manager, Sales Support Sales Operations-Reporting and utilization management, Jose Perez-Manager, Accounts Payable-Responsible for the accounts payable

**90** **Describe Offeror's experience working with the government sector.**

Kyocera has extensive experience working with state, local and federal agencies. Kyocera is a primary provider for the US Federal Government and chief print provider for multiple states and local agencies. Our extensive knowledge of how government and public sectors operate as well as our superior solutions offering make us an ideal partner for public agencies.

**91** **Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.**

None

**92** **Provide Offeror's expertise in working with public sector and understanding of the unique technical regulatory requirements.**

If awarded, Kyocera will reintroduce the agreement with a full and comprehensive launch. This launch will include complete marketing materials, product catalogs and "How-To Guides". As a part of this launch, all information will be distributed to our internal sales staff, dealers and direct operations Sales team. The Kyocera internal sales team will receive complete training on the entire program. All marketing materials will be posted to the Kyocera internal web site, MyKyocera. In addition, our internal marketing team will design marketing materials specific to Omnia, provide for assistance on e-mail marketing, direct touch marketing, and work with Kyocera's internal sales team to educate them on the program so they in turn can educate and support the dealers and direct operation Sales team in their assigned territory.

**93** **Indicate if Offeror is licensed to do business in all 50 states.**

☑ Yes

☐ No

**94** **Value Add - Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.**

Kyocera provides a suite of business process automation and related document services which include, but are not limited to: document management services, facilities management, document destruction services, scanning services, BPI and workflow applications and services.

**95** **Include a per diem rate.**

No

**96** **For Non-Normal Working Hours, indicate if there is a minimum charge of hours and what the number of hours is.**

$295 per hour

**97** **Is pricing available for all products and services?**

Yes

**98** **Describe any shipping charges (where applicable).**

Freight is included in the price for each item, except for the Production Print unit (TASKalfa Pro 15000c) and its' accessories

**99** **Provide pricing for warranties on all products and services.**

Kyocera warrants that all equipment delivered under this contract shall conform to the specification of this contract. All equipment will carry 12-month manufacturer's warranty against any defects in material and workmanship for a period one year from the date of installation by Kyocera or an Authorized Kyocera Dealer except drums which are limited to proper performance at the time of installation. There is no charge for this warranty. In the event this product is found to be defective within the warranty period, Kyocera obligation and your exclusive remedy shall be replacement of any defective parts. These warranties would be void if the equipment is not operated properly or misused. Drum warranties are limited to electrical functioning of the drum and are void if misused or physically damaged by the operator.

**100** **Describe any return or restocking fees.**

Our standard restocking policy includes a 15% restocking fee in the event equipment or supplies are ordered in error and lacks any defect.

**101** **Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.**

Kyocera may offer spot price reduction based on a particular opportunity.

**102** **Describe how customers verify they are receiving Contract pricing.**

Maintaining Contract integrity is critical to a successful contract and maintaining member relations. To ensure contract integrity, Kyocera reviews all orders submitted by our dealers and subsidiaries. We are committed to making sure our dealers and subsidiaries follow the pricing and terms & conditions of the OMNIA contract. Any contract order being placed will not be processed unless the pricing is equal to or less than the contract pricing. All orders are reviewed before being processed. With Kyocera, you can trust your members will get what you said they would.

**103** **Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category**

discounts should not change over the term of the Contract.

Proposed pricing discounts are fixed for the contract term. Any modifications to models or device series will be updated at the time of introduction. Successor model will maintain a similar discount as predecessor model. New models, which are not a replacement of a previous model, may be introduced periodically. These new models or configurations can be added to the price schedule at similar discounts.

**104** **Describe how future product introductions will be priced and align with Contract pricing proposed.**

New models will be priced based on the similar discounts level from MSRP of like class devices.

**105** **Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement.**

Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

Kyocera maintains a GSA Small Business Plan which details our supplier diversity programs and adheres to GSA standards. This plan can be included as part of the contract.

**106** **Minority Women Business Enterprise Certification**

If yes, list certifying agency.

N/A

**107** **Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) Certification**

If yes, list certifying agency.

N/A

**108** **Historically Underutilized Business (HUB) Certification**

If yes, list certifying agency.

N/A

**109** **Historically Underutilized Business Zone Enterprise (HUBZone) Certification**

If yes, list certifying agency.

N/A

**110** **Other recognized diversity certificate holder**

If yes, list certifying agency

N/A

**111** **Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners.**

Include a list of current cooperative contracts (regional and national) Offeror holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

As our proposed leading cooperative agreement our sales team will be trained and instructed on the inherent advantages of the Omnia contract and the commercial benefits of purchasing off this contract. For our dealers existing Public Sector customers this will be a compelling reason for migrating to the Omnia cooperative and will provide incentive to the agency to take advantage of. Kyocera currently has partnerships with AEPA, CoStars, NASPO, and DIR. The prospect of engaging with Omnia offers a more comprehensive solution for our customer base nationwide.

**112** **Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions.**

Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

☑ Yes

☐ No

**113** **Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners.**

All sales materials are to use the OMNIA Partners logo. At a minimum, the Offeror's sales initiatives should communicate:

- Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- Best government pricing
- No cost to participate
- Non-exclusive

☑ Yes

☐ No

**114** **Confirm Offeror will train its national sales force on the Master Agreement. At a minimum, sales training should include:**

- Key features of Master Agreement
- Working knowledge of the solicitation process
- Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- Knowledge of benefits of the use of cooperative contracts

☑ Yes
☐ No

**115** **Provide the name, title, email and phone number for the person(s), who will be responsible for:**

- Executive Support
- Marketing
- Sales
- Sales Support
- Financial Reporting
- Accounts Payable
- Contracts

i. Executive Support – Frank Zupa, Don DuVall and Gerry Mahoney, ii. Marketing – Mark Wieghaus, iii. Sales – Susan Nathanson, iv. Sales Support – Laurie Paperny, v. Financial Reporting – Millicent Richardson, vi. Accounts Payable – Jose Perez, vii. Contracts – Joseph Dolce

**116** **Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.**

The principle responsibility for transactional sales will be conducted by our trained, certified Authorized Dealer Community across the United States. This dealer community it supported by our Cooperative Contract Managers who will communicate the overall contract to our dealers and subsidiaries. This process of force multiplication enables us to reach a large array of potential customers.

**117** **Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.**

Kyocera's Direct Sales Team will coordinate closely with our larger dealer community to share the value and aggressive commercial solutions offered by the Omnia contract. This comprehensive education program will include: • Dedicated web portal and Email campaign with contract details • In-Person dealer salesperson training program • Consistent co-branded marketing communication This education program will focus on targeted marketing to existing Omnia Members as well as state and local agencies that can take advantage of this powerful offering. By clearly identifying potential target members and agencies Kyocera's Team and our Authorized Dealer Partners and Subsidiaries will work aggressively to introduce the Omnia contract and our offering under this agreement.

**118** **Explain in detail how Offeror will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract**

administration, etc.

All contract governance is conducted by our Bids and Contracts Team and managed from our Corporate Headquarters in Fairfield, NJ. All qualifying orders are placed through our Customer Care Center and are audited to ensure compliance to the terms and conditions of the contract. No order can be placed without being reviewed by a specifically trained team and no equipment can be shipped without adhering to program guidelines.

**119** **State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.**

Public Sector FY24 Sales - $59,986,682 Top 10 Customers – Saint Louis University $976,272.05 Debbie Affolter State of Arkansas $819,242.40 Debbie Affolter State of Florida Department of Revenue - ISP Tallahassee $650,318.00 Susan Nathanson Kalamazoo Public Schools $645,033.84 Brent Kushman Boerne Independent School District $628,818.17 Debbie Affolter Martin County Schools $619,192.00 Susan Nathanson Santa Fe Public Schools $567,243.48 Debbie Affolter Everett School District $564,250.02 Debbie Affolter Chatham County Board of Commissioners $548,526.23 Susan Nathanson San Jacinto Unified School District $535,074.76 Tim Blount

**120** **Year 1 - Provide the Contract Sales (as defined in Section 12 of OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").**

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

$125000

**121** **Year 2 - Provide the Contract Sales (as defined in Section 12 of OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement**

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

$250000

**122** **Year 3 - Provide the Contract Sales (as defined in Section 12 of OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement**

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

$500000

**123** **Please download and thoroughly review the Scope of Work, located on the Attachments Tab. Indicate your review and acceptance.**

☑ Yes

**124** **Oral Communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.**

☑ Yes

**125** **Please download and thoroughly review the Terms and Conditions, located on the Attachments Tab. Indicate your review and acceptance.**

☑ Yes

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| 126 | **Products/Pricing - Upload on Response Attachments Tab**<br>i. Offerors shall provide pricing based on coefficient pricing completing Appendix D; or on a discount from a manufacturer's or other price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, the different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Discounts proposed shall remain the same throughout the term of the contract and at all renewal options. At a minimum the Awarded Offeror must hold the proposed price list firm for the first 12 months after the contract award. Offerors may elect to limit their proposals to any category or categories.<br>· Complete the applicable Pricing information<br>o Provide equipment manufacturer, equipment types and discount off published list price.<br>o Define any freight charges.<br>o Provide classifications of labor with billable rates for each respondent's office(s), territories or district(s) along with any sub-office pricing as required. Each of these labor classification rates shall be fully burdened, defined and will be set for Normal Working Hours and Non-Normal Working Hours. Sub-contractor labor shall not be recognized. Each respondent shall determine their sub-contractor's labor rate as a prime labor classification. For example, an electrician's labor rate shall be calculated based on the respondent's sub-contractor's labor billable rate plus respondent's normal margins on sub-contractor labor. Labor classification shall be provided in the response.<br>o If using coefficient pricing, the Normal Working Hours and Non-Normal Working Hours for tasks identified in the Scope of Work shall use a benchmark against an established data set (e.g.; RSMeans or others) to ensure that the hours provided can be verified. Each of these hourly tasks shall have a coefficient of labor against an established data set (e.g.; RSMeans or others) city cost index by each respondent's office(s), territories or district(s) to determine effectiveness of providing these tasks. Offerors using coefficient pricing will complete Appendix D.<br>Federal Funding Pricing: Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be applied, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where an agency is eligible for federal funding, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit F. |

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| 127 | **Not to Exceed Pricing**<br>Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable. |

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| 128 | **Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.**<br>Kyocera operates four (4) US Distribution Centers in Fairfield, NJ; Memphis, TN; Irvine, CA; Dallas, TX which provide complete coverage to all fifty states. Each Distribution Center can meet the demands of more than 400 authorized dealers nationwide. Each independent dealer or Kyocera Direct Operation also operates smaller, local warehouses with immediate inventory as well as staging a configuration setup center. |

**129** **Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide,**

to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

i. Utilizing our experience with national agreements Kyocera keenly understands the importance of a proper and effective launch, and initial kickoff, of this type of contract. It is imperative that there is crisp, clear communication; internal training activities and strong support for corporate leadership in driving contract sales. The Kyocera team has a proven methodology for educating our Cooperative Contract Managers, Regional Sales Managers and Area Sales Managers along with our Direct Operations and, ultimately, our dealer community. The supporting material an initial kickoff of this program is conducted through our web portal, Email and national online web meetings (conducted regionally) to share the value of the contract, the opportunity for revenue and growth and the specific contract terms. ii. Within the first sixty (60) days of contract kickoff our Cooperative Contracts Managers will communicate with our more than 400 dealers nationwide and our Direct Operations on the benefits of the contract. Over the subsequent sixty (60) days onsite, in-person meetings are conducted across the country with our dealer sales teams to ensure that everyone understands the importance of the contract and the opportunity before them. These activities are monitored and followed up on a quarterly basis to drive additional growth.

**130** **Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective**

Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications

ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

i. Initial marketing and support materials are created and shared via our online portal and via Email. This material is made available to our more than 400 dealers and our Direct Operations nationwide. Kyocera has 6 dedicated Cooperative Contract Managers (CCMs) that work with and train our subsidiaries and dealer partners on how to maximize the value of the OMNIA Contract. It our intent to work even more closely with the OMNIA team in order to maximize the opportunity for both parties. We are very excited to have the opportunity to participate in the OMNIA Private Sector Contract. ii. Confirmed iii. Confirmed iv. Confirmed v. Confirmed vi. Confirmed vii. Confirmed viii. Confirmed

**3.0 SUPPLIER RESPONSE**

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

**3.1 Company**

A. Brief history and description of Supplier to include experience providing similar products and services.

**See Attributes Tab**

B. Total number and location of salespersons employed by Supplier.

**Kyocera provides service and support through its direct operations and authorized dealers. With over 400 dealers and over 5,000 service technicians, Kyocera is able to cover the majority of all counties in all 50 states. Please refer to the two attachments titled "Kyocera Appendix B-Direct Sales Subsidiary Directory" & "Kyocera Appendix C-Authorized Kyocera Dealers" for a full details regarding sales persons employed by Supplier**

C. Number and location of support centers (if applicable) and location of corporate office.

**Kyocera's operates two primary, co-located, customer support centers in Fairfield, NJ and Irvine, CA in addition to more than thirty physical operations, sales, distribution and support centers across the United States.**

D. Annual sales for the three previous fiscal years.

a. Submit FEIN and Dunn & Bradstreet report.

**Provided is a website link that will showcase our Financial Reports for prior years if needed.**

**https://global.kyocera.com/ir/library/20-f.html**

**FEIN – 95-2819506**

**D&B – 081-005-808**

**DUNS – 06-446-5503**

E. Describe any green or environmental initiatives or policies.

**Sustainability for Kyocera means more than just taking care of the environment. Sustainability is about finding the right balance between the environmental, economic, and social.**

**At Kyocera we're working hard to create solutions that reduce our carbon footprint and conserve resources, ultimately helping our organization and our partners run faster, cleaner, and better. We're also working to help our customers reduce their energy use and environmental impact, ranging from recycling consumables, to innovating our packaging, to providing solutions that help you cut your energy costs. We are both committed to finding sustainable solutions to benefit the planet, its people, and the economy.**

**Our Commitment**

**It is Kyocera's responsibility as an international corporate citizen to care for the environment. We have, therefore, focused on meeting or exceeding all the environmental regulations of the advanced nations of the world, including the United States. Easily recycling empty toner cartridges and waste toner bottles eliminates waste from landfills and protects natural resources by not taking up landfill space, while maintaining soil and groundwater quality at landfill sites.**

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

**Kyocera maintains a GSA Small Business Plan which details our supplier diversity programs an adherence to GSA standards. This plan can be included as part of the contract.**

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

**See Exhibit A for checked Boxes**

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards.

If any, list which certifications subcontractors hold and certifying agency.

**Kyocera maintains a GSA Small Business Plan which details our supplier diversity programs an adherence to GSA standards. This plan can be included as part of the contract.**

I. Describe how supplier differentiates itself from its competitors.

**There are several factors that separate Kyocera from our competition; below highlights just some of these factors:**

**Kyocera's multifunction and single function product lineup is designed around our Amorphous Silicon (A-Si) Advanced Ceramic Drum Technology. This long-life design enables Kyocera to provide a printing platform that is more durable and longer lasting than much of the print industry.**







**Advanced Ceramic is one of the hardest materials on Earth, and is incredible resistant to heat; when we examine the printing process, we see a tremendous amount of friction, movement, and heat generated through the fusing process. Kyocera's A-Si drum technology helps to mitigate these factors and enables us to provide a platform that holds up better, lasts longer, and exceeds performance expectations.**

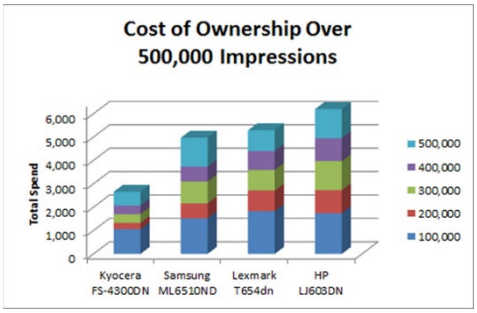
**This technology leads to several advantages including:**

- **Less energy consumption due to the balanced distribution of heat**
- **Printers and MFDs that last longer because of less wear**
- **Lower cost of operation with less frequent consumable replacement**
- **Enhanced uptime and device reliability**

- **The ability to run a wide range of media type more efficiently**
- **Fewer service calls, which leads to a lower service cost**
- **Enhanced toner design that takes advantage of the A-Si technology**
- **Fewer paper jams due to humidity resistance**
- **Better user experience**

**Kyocera products are designed from the ground up to last longer and fail less often which ultimately means a lower cost and happier users. As rated by independent 3rd party sources such as BLI the Kyocera product line experience failure 40% less often than devices in equal class. Fifteen of Kyocera's top products enjoy a 10 out of 10 reliability rating from Buyers Lab.**

**This enhanced reliability and long-life design also leads to a lower cost of ownership as our equipment can stay in place for far longer than competitive devices of the same type.**




**Better products, coupled with a powerful service offering enable Kyocera to provide a more stable printing platform and enhanced capabilities to meet your business needs.**

**Since the inception of our company Kyocera has been committed to providing a more sustainable solution. Our founder, Dr. Inamori, initial brought Kyocera into the print business for the sole purpose of providing a print technology that would not be disposable and would last a long time. Kyocera has continued in this mode for more than forty years to including innovations in sustainability such as smart package, low-emission technology, and sustainable consumables. For Kyocera green-solutions are not a marketing strategy but rather a core part of our company.**

**Finally our people and process, the most important part of our overall offering, enable Kyocera to combine the hardware and software to deliver on customer expectations. Kyocera's processes and procedures are identical workdwide. The entire Kyocera Team is dedicated to delivery and exceptional user experience and helping our customers reach their specific goals.**

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

**None**

K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not

applicable;

b. is not owned or operated by anyone who has been convicted of a felony; or

c. is owned or operated by and individual(s) who has been convicted of a

felony and provide the names and convictions.

**None**

L. Describe any debarment or suspension actions taken against supplier

**None**

**3.2 Distribution, Logistics**

A. Each offeror awarded an item under this solicitation may offer their complete

product and service offering/a balance of line. Describe the full line of products

and services offered by supplier.

**Kyocera offers a complete line of single, multifunctional print devices, production, and wide format printers designed to meet most any business application. All proposed office equipment utilizes the same software architecture which provides the user with commonality and ease of use and enables our sales professionals to recommend the best possible solution to meet each specific need.**

**Kyocera also offers a suite of applications which enhance business processes and efficiency. These applications, both Kyocera developed and 3rd party are specifically designed with the office worker in mind; to better enable the individual to do his or job more effectively.**

B. Describe how supplier proposes to distribute the products/service nationwide.

Include any states where products and services will not be offered under the Master

Agreement, including U.S. Territories and Outlying Areas.

**Kyocera's approach for the marketing and propagation of this contract begins with our Area Sales Managers, Regional Sales Managers, and National Account Managers who will work closely with our dealer community to educate them on the value and**

**opportunity of the Omnia contract. This act of force multiplication allows us to arm thousands of sales executives across the country with the knowledge necessary to talk to their local customers and prospects about the advantages this contract brings to bear.**

**Combining this in-person education with a comprehensive electronic marketing campaign which includes Email notifications, an interactive web platform, and online training seminars Kyocera can effectively engage tens of thousands of current and potential agencies and member organizations.**

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

**Part of our standard operating procedure for any contract or national master agreement includes a detailed program guide, participant compliance agreement, and clearly defined process for any dealer or distributer to take advantage of any contract.**

**Any selling dealer selling to a contracted participant member must purchase all goods and services directly from Kyocera's National Account Division which ensures the purchase price, correct documentation and specific terms and conditions. No eligible order can be processed without adherence to the program guidelines and pricing. All transactions are subsequently subject to audit and verification.**

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

**Kyocera is responsible for all goods and services provided as part of this contract. Kyocera may employ the services of trusted 3rd party providers such as equipment carriers, authorized dealers or other 3rd party partners; however, Kyocera remains responsible for all activities under this agreement.**

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

**Kyocera operates four (4) US Distribution Centers in Fairfield, NJ; Memphis, TN; Irvine, CA; Dallas, TX which provide complete coverage to all fifty states. Each Distribution**

**Center can meet the demands of more than 400 authorized dealers nationwide. Each independent dealer or Kyocera Direct Operation also operates smaller, local warehouses with immediate inventory as well as staging a configuration setup center.**

**3.3 Marketing and Sales**

A. Given the public nature of the solicitation and contract, OMNIA Partners makes solicitation and contract documentation, including pricing documents, available on its website so Participating Public Agencies may easily conduct their due diligence. Describe any portions of the response that should not be available on the website and why those portions should not be available.

**See Attributes Tab**

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

**See Attributes Tab**

C. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications

ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

**See Attributes Tab**

D. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

**See Attributes Tab**

E. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

**Confirmed**

F. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency

ii. Best government pricing

iii. No cost to participate

iv. Non-exclusive

**Confirmed**

G. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

i. Key features of Master Agreement

ii. Working knowledge of the solicitation process

iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners

iv. Knowledge of benefits of the use of cooperative contracts

**Confirmed**

H. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support

ii. Marketing

iii. Sales

iv. Sales Support

v. Financial Reporting

vi. Accounts Payable

vii. Contracts

**See Attributes Tab**

I. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

**See Attributes Tab**

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

**See Attributes Tab**

J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account setup, timely contract administration, etc.

**See Attributes Tab**

K. State the amount of Supplier's Public Agency sales for the previous fiscal year.

Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

**See Attributes Tab**

L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

**Kyocera utilizes a platform built on an Oracle backbone called ECI E-Automate which enables us to process, track and maintain fleet acquisitions and ongoing management of service contracts and equipment records. This powerful suite allows our operations and support team to have clear visibility of the entire fleet of print equipment and a complete history of all incidents, billing management, utilization and performance. Kyocera will provide remote, web based, access to this tool via a secure portal which allows our customers to have more actionable information.**

M. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$_____.00 in year one

$_____.00 in year two

$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

**See Attributes Tab**

N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the

Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation

**Any solicitation from an existing Omnia Public Sector Member that Kyocera responds to will be done so utilizing the Omnia Contract pricing and terms.**

**In the event we are responding to a request that becomes competitive beyond the pricing afforded in the contract Kyocera may offer an end-user cost lower than the contracted pricing in accordance with the terms of the Omnia Cooperative agreement.**

**Should the solicitation require specific terms and conditions that are not supported by the Omnia agreement Kyocera may respond with an alternative proposal which is outside the terms of the cooperative.**

## Commitment to Non-Discrimination and Equal Employment Opportunity

Kyocera International, Inc. is committed to the principles of equal employment opportunity and non-discrimination and we believe every person has the right to be treated with fairness, dignity and equal consideration. We are committed to maintaining a diverse workforce and treating all employees and applicants equally, without regard to race, color, religious creed, religious belief or religious grooming (including religious dress), gender, sex, gender identity, gender expression, sexual orientation, marital/domestic partner status, citizenship, national origin and ancestry, mental or physical disability (including AIDs and HIV status), medical condition, including cancer and genetic information or characteristics (or those of a family member), pregnancy, childbirth, breastfeeding (including related medical conditions to pregnancy, childbirth or breastfeeding), age, military and protected veteran status, status as a victim of domestic violence, sexual assault, or stalking, and/or use of any legally protected leave or any other basis protected by applicable federal, state or local laws.

## Affirmative Action Obligations

As a federal government contractor, in accordance with applicable laws, regulations, and Executive Orders, Kyocera International, Inc. is required to develop annual written Affirmative Action Plans (AAPs) and is committed to employ and advance in employment qualified minorities, women, individuals with disabilities, and protected veterans (including but not limited to, disabled veterans, recently separated veterans, Armed Forces service medal veterans, and active duty wartime or campaign badge veterans).

Pay Transparency Notice: Kyocera International, Inc. will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with Kyocera International, Inc.’s legal duty to furnish information.

# Workplace Accommodations

Kyocera International, Inc. does not discriminate against qualified individuals with disabilities in connection with any aspect of employment.  We are committed to complying with all federal and state laws concerning the employment of persons with disabilities, as well as providing reasonable accommodation to be able to perform the essential functions of the job, and enjoy equal benefits and privileges of employment.

If you are disabled or become disabled (meaning you have a mental or physical impairment substantially limiting one or more major life activities) and you require a reasonable accommodation, please contact Human Resources.  Human Resources will begin an interactive dialog with you which will include discussing your disability, limitations and possible reasonable accommodations that may enable you to perform the essential functions or your job, make the workplace readily accessible to you or otherwise allow you to enjoy equal benefits and privileges of employment.

| KYOCERA DIRECT SALES SUBSIDIARY DIRECTORY |
|---|
| 225 Sand Road, Fairfield, NJ 07004 |
| **VP, Direct Sales: Gerry Mahoney (Gerry.mahoney@da.kyocera.com) 781-983-0765** |
| Divisional Administrator: Jackie Zimmerman (Jackie.Zimmerman@da.kyocera.com) 973-851-9122 |
| Business Development Mgr. East: Joseph Pitt (Joseph.Pitt@da.Kyocera.com) 862-248-4941 |
| Business Development Mgr. West: Shawn Tharp (Shawn.Tharp@da.kyocera.com) 972-439-7007 |

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| **KYOCERA DOCUMENT SOLUTIONS NORTHERN CALIFORNIA, INC.** | |
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| ***RUMBLE'S DOCUMENT SOLUTIONS, LLC (HQ)*** | |
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# Exhibit F
# Federal Funds Certifications

## FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

**TO WHOM IT MAY CONCERN:**

**Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.**

**DEFINITIONS**

**Contract** means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

**Contractor** means an entity that receives a contract as defined in Contract.

**Cooperative agreement** means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

**Federal awarding agency** means the Federal agency that provides a Federal award directly to a non–Federal entity

**Federal award** has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

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**Non–Federal entity** means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

**Nonprofit organization** means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
(b) Is not organized primarily for profit; and
(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

**Obligations** means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

**Pass-through entity** means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

**Recipient** means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

**Simplified acquisition threshold** means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

**Subaward** means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

**Subrecipient** means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

**Termination** means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

**52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)**

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

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*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, ☒ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, ☒ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

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(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

**52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).**

(a) *Definitions.* As used in this clause—

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

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*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

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(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

**APPENDIX II TO 2 CFR PART 200**

**(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Initial

Does offeror agree? YES GM Initials of Authorized Representative of offeror

**(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)**

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Initial

Does offeror agree? YES GM Initials of Authorized Representative of offeror

(**C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 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."**

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Initial

Does offeror agree to abide by the above? YES GM Initials of Authorized Representative of offeror

**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work**

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**Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.**

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Initial

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.**

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Initial

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

**(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.**

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Initial

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

**(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)**

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Initial

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

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**(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.**

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Initial
GM

Does offeror agree? YES _____Initials of Authorized Representative of offeror

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.**

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Initial
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Does offeror agree? YES _____Initials of Authorized Representative of offeror

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## RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES Initial GM Initials of Authorized Representative of offeror

## CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES Initial GM Initials of Authorized Representative of offeror

## CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

(1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.

(2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

### FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK

**CERTIFICATE OF COMPLIANCE**
(select one of the two options, NOT BOTH)

**Certificate of Compliance with 49 USC §5323(j)**

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES: ☒

**OR**

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**Certificate of Non-Compliance with 49 USC §5323(j)**

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.

Check for YES: ☐

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS**

**CERTIFICATE OF COMPLIANCE** (select one of the two options, NOT BOTH)

**Certificate of Compliance with 49 USC §5323(j)(1)**

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Check for YES: ☒

**OR**

**Certificate of Non-Compliance with 49 USC §5323(j)(1)**

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Check for YES: ☐

Does offeror agree? YES Initial GM Initials of Authorized Representative of offeror

Offeror's Name: Gerry Mahoney
Address, City, State, and Zip Code: 225 Sand Rd, Fairfield, NJ 07004
Phone Number: 781-983-0765
Fax Number: _____

Printed Name and Title of Authorized Representative: Signed by: Gerry Mahoney. Vice President, Direct Operations
Email Address: Gerry.Mahoney@da.kyocera.com
Signature of Authorized Representative: Gerry Mahoney 9D5B4A52511842C...
Date: 11/19/2024

**CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336**

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES Initial GM Initials of Authorized Representative of offeror

**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES Initial GM Initials of Authorized Representative of offeror

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## COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does offeror agree? YES Initial: GM Initials of Authorized Representative of offeror

**Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.**

Offeror's Name: Kyocera Document Solutions America, Inc

Address, City, State, and Zip Code: 225 Sand Rd, Fairfield, NJ 07004

Phone Number: 973-808-8444 Fax Number: _____

Printed Name and Title of Authorized Representative:
Gerry Mahoney. Vice President, Direct Operations

Email Address: Gerry.Mahoney@da.kyocera.com

Signature of Authorized Representative: Signed by: Gerry Mahoney 9D5B4A52511842C... Date: 11/19/2024

Version March 19, 2024

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## FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

"Contract" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

**Conflicts of Interest**

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

**Contractor Integrity**

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

**Notice of Legal Matters Affecting the Federal Government**

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

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2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

**Public Policy**

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

a. Equal opportunity and nondiscrimination laws
b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
c. Applicable prevailing wage laws, regulations, and executive orders

**Affirmative Steps**

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**Prevailing Wage Requirements**

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

**Federal Requirements**

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

**2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses**

**1. CONTRACT REMEDIES**

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Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

**1.1** Applicability

This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

**1.2** Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

## 2. TERMINATION FOR CAUSE AND CONVENIENCE

**a.** Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

**b.** Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

## 3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

**a.** Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246**,** *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. 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 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

**b.** Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit

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of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

**c.** Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

**d.** Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

**(1)** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

**(2)** The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

**(3)** The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

**(4)** The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's

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commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

**(5)** The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

**(6)** The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

**(7)** In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

**(8)** The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the

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Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

**4. DAVIS-BACON ACT**

**a.** Standard. All prime construction contracts in excess of $2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

**b.** Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

**c.** Requirements. If applicable, the non-federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. 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 Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

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a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

## 5. COPELAND ANTI-KICKBACK ACT

**a.** Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

**b.** Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

**c.** Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. 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). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any

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subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

## 6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

**a.** Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

**b.** Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**c.** Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of

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$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

## 7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

**a.** Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non- Federal entity must comply with the requirements of 37 C.F.R. 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 FEMA. See 2 C.F.R. Part 200, Appendix II(F).

**b.** Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

**c.** Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

## 8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

**a.** Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the

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Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

**b.** Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

**c.** Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

## 9. DEBARMENT AND SUSPENSION

**a.** Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

**b.** Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

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c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

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(3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**10. BYRD ANTI-LOBBYING AMENDMENT**

**a.** Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

**b.** Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

**c.** Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall 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 recipient who in turn will forward the certification(s) to the awarding agency.

**d.** Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Kyocera Document Solutions America, Inc, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signed by:
Gerry Mahoney
9D5B4A52511842C...

Signature of Contractor's Authorized Official

Gerry Mahoney. Vice President, Direct Operations

Name and Title of Contractor's Authorized Official

11/19/2024

Date

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**11. PROCUREMENT OF RECOVERED MATERIALS**

**a.** Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

**b.** Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

**c.** Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. 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 by 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.

**d.** Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. **DOMESTIC PREFERENCES FOR PROCUREMENTS**

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

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13. **ACCESS TO RECORDS**

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**14. CHANGES**

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

**15. DHS SEAL, LOGO, AND FLAGS**

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

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a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

## 17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

## 18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA

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under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

*Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.*

**FEDERAL TRANSIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) SPECIAL CONDITIONS**

Awarded Supplier(s) (also referred to as Contractors) may be asked to provide products and services to agencies following Federal Transit Administration and/or Department of Transportation requirements. By submitting a response, the Supplier is accepting these FTA and DOT Special Conditions.

**NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

*These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000).*
(1) The Participating Public Agency and contractor/vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the purchaser, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
(2) The contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

*These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000)*

(1) The contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies, "49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the contractor to the extent the Federal Government deems appropriate.

(2) The contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. § 5323(l) on the contractor, to the extent the Federal Government deems appropriate.

(3) The contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**ACCESS TO RECORDS AND REPORTS**

(1) Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

(2) Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract

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for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

(3) Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

(4) Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

**FEDERAL CHANGES**

(1) Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.
Contractor agrees to:

a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

*FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (a)(11).*

**CIVIL RIGHTS / TITLE VI REQUIREMENTS**

The Participating Public Agency is an Equal Opportunity Employer. As such, the Participating Public Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Participating Public Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

(1) Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 20000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, the contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:

(a) **Race, Color, Creed, National Origin, Sex**. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include,

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but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) **Age** - In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) **Disabilities** - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The contractor also agrees to include these requirements in each subcontract financed whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

## INCORPORATION OF FTA 4220.1F TERMS

(1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.

(2) Flow Down – The incorporation of FTA terms has unlimited flow down.

## DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;

2) Assessing sanctions;

3) Liquidated damages; and/or

4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

5) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

6) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage

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payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of Participating Public Agency.

7) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

## ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 et seq. and 41 CFR Part 301-10.

## INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.

2) Flow Down – The incorporation of FTA terms has unlimited flow down.

## SUSPENSION AND DEBARMENT

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government Wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

a) Debarred from participation in any federally assisted Award;
b) Suspended from participation in any federally assisted Award;
c) Proposed for debarment from participation in any federally assisted Award;
d) Declared ineligible to participate in any federally assisted Award;
e) Voluntarily excluded from participation in any federally assisted Award; or
f) Disqualified from participation in ay federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to

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suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

*Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.*

## CARGO PREFERENCE REQUIREMENTS

**Use of United States-Flag Vessels.** The contractor agrees:

1) To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.

2) To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington D.C. 20590 and the FTA recipient (through the contractor in the case of a subcontractor's bill-of lading).

3) To include these requirements in all subcontracts issued pursuant to the contract when the subcontract may involve the transport of equipment, materials, or commodities by ocean vessel.

## FLY AMERICA

Fly America Requirements:

1) Definitions. As used in this clause- "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. "United States" means the 50 States, the District of Columbia, and outlying areas. "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

2) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

3) If available, the contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

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4) In the event that the contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the contractor shall include a statement on vouchers involving such transportation essentially as follows:

**Statement of Unavailability of U.S.-Flag Air Carriers**

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403.

*Stated Reason(s)*:_____
_____
_____

5) The contractor shall include the substance of this clause, including this paragraph, in each subcontract or purchase under this contract that may involve international air transportation.

## RECYCLED PRODUCTS

1) The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

## CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

*When applicable:*

1) Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

## ADA ACCESS

1) In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

## SAFE OPERATION OF MOTOR VEHICLES

1) *Seat Belt Use* - The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Participating Public Agency.

2) *Distracted Driver* - The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

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## PROMPT PAYMENT

1) The Prime Contractor shall pay any Subcontractor for work that has been satisfactorily performed no later than thirty (30) days from the date of the Prime Contractor's receipt of each payment made by the Participating Public Agency. Additionally, within thirty (30) days of satisfactory completion of all work required of the Subcontractor, the Prime Contractor shall release any retainage payments withheld to the Subcontractor.

## FTA PROTEST NOTIFICATION

***A protestant must exhaust all Participating Public Agency Procurement administrative procedures and remedies before pursuing a protest with the FTA.***

1) Any and all protests shall be in writing and shall be filed with the Purchasing Manager with the Participating Public Agency. A protest relating to the process for determining the most responsive and responsible contractor shall be filed within five (5) business days after the protestor knows or should have known the basis of the determination. The Contract Officer shall respond to a protest within fourteen (14) calendar days after the receipt of the protest. The Purchasing Manager may grant the Contract Officer an extension for the response if warranted. A request for reconsideration of any and all determinations by the Contract Officer shall be filed with the Purchasing Manager within seven (7) calendar days after the receipt of the determination.

2) A protest shall include:

    a. The name, address, and telephone number, including FAX number if available, of the protestor;

    b. The signature of the protestor or authorized representative;

    c. Identification of the contract/solicitation;

    d. A detailed statement of the legal and/or factual grounds of protest including copies and/or citations of relevant documents, and;

    e. The form of relief requested.

3) If any of the above information is omitted or incomplete, then the Protestor shall be notified, in writing, within two (2) calendar days after that determination, and the Protestor shall have two (2) calendar days in which to remedy the specified problem.

4) The Participating Public Agency will not make award prior to the resolution of a protest, or open bids prior to resolution of a protest filed before bid opening unless the Purchasing Manager determines in writing that it is in the best interests of the Participating Public Agency or in keeping with Item 7 of this procedure to do otherwise. Potential contractors will be advised of a pending protest if the protest is filed before award.

5) The Purchasing Manager may allow for an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties include all bidding contractors, and may also include a subcontractor or supplier provided they have a substantial economic interest in a portion of the IFB or RFP.

6) The Purchasing Manager shall respond "in writing", in detail, to each substantial issue raised in the protest. The Purchasing Manager has the sole authority to make determinations for the Participating Public Agency, and a determination shall be considered final when it is labeled as such. A request for reconsideration will be allowed by the Purchasing Manager if he determines that data has become available that was not previously known, or that there has been an error of law or regulation.

7) The Participating Public Agency may proceed with procurement when a protest is pending if the Participating Public Agency determines that:

## NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

| | |
|---|---|
| DOC #1 | Ownership Disclosure Form |
| DOC #2 | Non-Collusion Affidavit |
| DOC #3 | Affirmative Action Affidavit |
| DOC #4 | Political Contribution Disclosure Form |
| DOC #5 | Stockholder Disclosure Certification |
| DOC #6 | Disclosure of Investment Activities in Iran |
| DOC #7 | Certification of Non-Involvement in Prohibited Activities in Russia or Belarus |
| DOC #8 | New Jersey Business Registration Certificate |
| DOC #9 | EEOAA Evidence |
| DOC #10 | MacBride Principals Form |

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

## STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.**

**Name of Organization:** Kyocera Document Solutions America, Inc

**Organization Address:** 225 Sand Rd, Fairfield, NJ 07004

**Part I Check the box that represents the type of business organization:**

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

**Part II**

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

**OR**

☒ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

| Name of Individual or Business Entity | Home Address (for Individuals) or Business Address |
|---|---|
| | |
| | |
| | |
| | |

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## Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

**If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing,** ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

| Website (URL) containing the last annual SEC (or foreign equivalent) filing | Page #'s |
|---|---|
| | |
| | |
| | |

**Please list** the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

| Stockholder/Partner/Member and Corresponding Entity Listed in Part II | Home Address (for Individuals) or Business Address |
|---|---|
| | |
| | |
| | |

## Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

| | | | |
|---|---|---|---|
| Full Name (Print): | Joseph Dolce | Title: | Senior Director, Bids & Contracts |
| Signature: | Joseph Dolce | Date: | 11/21/24 |

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DOC #2

# NON-COLLUSION AFFIDAVIT

| STANDARD BID DOCUMENT REFERENCE | |
|---|---|
| | **Reference: VII-H** |
| Name of Form: | **NON-COLLUSION AFFIDAVIT** |
| Statutory Reference: | No specific statutory reference<br>State Statutory Reference N.J.S.A. 52:34-15 |
| Instructions Reference: | Statutory and Other Requirements VII-H |
| Description: | The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding. |

## NON-COLLUSION AFFIDAVIT

State of New Jersey
County of Essex ss:

I, Joseph Dolce (name of affiant) residing in Fairfield (name of municipality)
in the County of Essex and State of New Jersey of full age,
being duly sworn according to law on my oath depose and say that:

I am Senior Director, Bids & Contracts (title or position) of the firm of Kyocera Document Solutions America, Inc (name of firm)

_____ the bidder making this Proposal for the bid

entitled 24-12 Digital Workspace Solutions (title of bid proposal), and that I executed the said proposal with
full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Region 4 ESC (name of contracting unit) relies upon the truth of the statements contained in said Proposal
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Kyocera Document Solutions America, Inc.

Subscribed and sworn to

before me this day

Joseph Dolce
Signature

November 21, 2024

Joseph Dolce
(Type or print name of affiant under signature)

New Jersey
Notary public of

My Commission expires 9/26/2029

(Seal)

MARK SARRAO
Notary Public, State of New Jersey
Comm. # 50226300
My Commission Expires 9/26/2029

Version March 19, 2024

DOC #3

# AFFIRMATIVE ACTION AFFIDAVIT
## (P.L. 1975, C.127)

**Company Name:** Kyocera Document Solutions America, Inc

**Street:** 225 Sand Rd

**City, State, Zip Code:** Fairfield, NJ 07004

**Proposal Certification:**

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

**Public Work – Over $50,000 Total Project Cost:**

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

*I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.*

11/21/24

*Date*

Joseph Dolce Sr. Director Bids & Contracts

*Authorized Signature and Title*

Version March 19, 2024

# P.L. 1995, c. 127 (N.J.A.C. 17:27)
# MANDATORY AFFIRMATIVE ACTION LANGUAGE

## PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it hasa collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

_____

Signature of Procurement Agent

DOC #4

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

DOC #4, continued

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**

### Part I – Vendor Information

| | | | |
|---|---|---|---|
| Vendor Name: | Kyocera Document Solutions America, Inc | | |
| Address: | 225 Sand Rd | | |
| City: | Fairfield | State: NJ | Zip: 07004 |

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

| Signature | Printed Name | Title |
|---|---|---|
| Joseph Dolce | Joseph Dolce | Senior Director, Bids & Contracts |

### Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

| Contributor Name | Recipient Name | Date | Dollar Amount |
|---|---|---|---|
| | | | $ |
| | NONE | | |
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☐ Check here if the information is continued on subsequent page(s)

Version March 19, 2024

**List of Agencies with Elected Officials Required for Political Contribution Disclosure**
**N.J.S.A. 19:44A-20.26**

**County Name:**
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

| | | |
|---|---|---|
| Freeholders | County Clerk | Sheriff |
| {County Executive} | Surrogate | |

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.**

DOC #5

# STOCKHOLDER DISCLOSURE CERTIFICATION

**Name of Business:**

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

☒ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**

☐ Partnership ☒ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

Stockholders:

| | |
|---|---|
| Name:<br>Home Address: | Name:<br>Home Address: |
| Name:<br>Home Address: | Name:<br>Home Address: |
| Name:<br>Home Address: | Name:<br>Home Address: |

Subscribed and sworn before me this 21st day of November, 24.

(Notary Public)

My Commission expires:

MARK SARRAO
Notary Public, State of New Jersey
Comm. # 50226300
My Commission Expires 9/26/2029

Joseph Dolce
(Affiant)

Joseph Dolce. Senior Director, Bids & Contracts
(Print name & title of affiant)

(Corporate Seal)

MARK SARRAO NOTARY PUBLIC STATE OF NEW JERSEY

Version March 19, 2024

# DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

**BID SOLICITATION # AND TITLE:** 24-12 Digital Workspace Solutions

**VENDOR NAME:** Kyocera Document Solutions America, Inc

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jer sey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

## CHECK THE APPROPRIATE BOX

[X] I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibite d activities in Iran.

*OR*

[ ] I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the N ew Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____
_____
_____
Duration of Engagement _____
Anticipated Cessation Date _____
**Attach Additional Sheets If Necessary.*

## CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that t he Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this ce rtification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Joseph Dolce — Signature

11/21/24 — Date

Joseph Dolce. Senior Director, Bids & Contracts
Print Name and Title

DPP Rev. 12.13.2021

Version March 19, 2024

## CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor[i]") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

*(Check the Appropriate Box)*

(X) A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

*OR*

( ) B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

*OR*

( ) C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

*(Attach Additional Sheets If Necessary.)*

| | |
|---|---|
| Joseph Dolce | 11/21/24 |
| Signature of Vendor's Authorized Representative | Date |
| Joseph Dolce. Senior Director, Bids & Contracts | 95-2819506 |
| Print Name and Title of Vendor's Authorized Representative | Vendor's FEIN |
| Kyocera Document Solutions America, Inc | 973-808-8444 |
| Vendor's Name | Vendor's Phone Number |
| 225 Sand Rd | |
| Vendor's Address (Street Address) | Vendor's Fax Number |
| Fairfield, NJ 07004 | |
| Vendor's Address (City/State/Zip Code) | Vendor's Email Address |

[i] Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024

DOC #8

## NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
## (N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

# STATE OF NEW JERSEY
# BUSINESS REGISTRATION CERTIFICATE

| | |
|---|---|
| **Taxpayer Name:** | KYOCERA DOCUMENT SOLUTIONS AMERICA, INC |
| **Trade Name:** | |
| **Address:** | 225 SAND ROAD<br>FAIRFIELD, NJ 07004-1575 |
| **Certificate Number:** | 0887482 |
| **Effective Date:** | |
| **Date of Issuance:** | April 12, 2022 |

**For Office Use Only:**

**20220412121341637**

DOC #9

**EEOAA EVIDENCE**

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

## EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

**One** of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Joseph Dolce Title: Senior Director, Bids & Contracts

Signature: Joseph Dolce Date: 11/21/24

DOC #10

# MACBRIDE-PRINCIPLES

**STATE OF NEW JERSEY**
**DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY 33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230**

**BID SOLICITATION # AND TITLE:** 24-12 Digital Workspace Solutions

**VENDOR NAME:** Kyocera Document Solutions America, Inc

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/ Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

**CHECK THE APPROPRIATE BOX**

[X] The Vendor/Bidder has no business operations in Northern Ireland; or

*OR*

[ ] The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles.

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Joseph Dolce — Signature

11/21/24 — Date

Joseph Dolce. Senior Director, Bids & Contracts

Print Name and Title

DPP Rev. 12.13.2021

Version March 19, 2024

Docusign Envelope ID: 35BD0AED-5D83-49F6-B29A-AABD27A48EA6

a. The items to be procured are urgently required;
b. Delivery or performance will be unduly delayed by failure to make the award promptly; or
c. Failure to make award will otherwise cause undue harm to the grantee for the Federal Government.

8) FTA will only entertain a protest that alleges:

a. The Participating Public Agency failed to have or to adhere to its protest procedures, or failed to review a complaint or protest; or
b. Violations of Federal law or regulation.

9) A protest to FTA must be filed in accordance with FTA Circular 4220.1F, available from the Contract Officer. Specifically, protestors shall file a protest with FTA Region 9 or FTA Headquarters Office no later than five (5) days after a final decision is rendered under the Participating Public Agency's protest procedure. In instances where the protestor alleges that the Participating Public Agency failed to make a final determination on the protest, protestors shall file a protest with FTA not later than five (5) calendar days after the protester knew or should have known of the grantee's failure to render a final determination on the protest.

A protest filed with FTA shall:

a. Include the name and address of the protestor.
b. Identify the grantee, project number, and the number of the contract solicitation.
c. Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to have or adhere to protest procedures, failure to review a complaint or protest; or Violation of Federal law or regulation.

Include a copy of the local protest filed with the grantee and a copy of the grantee's decision, if any.

**Offeror agrees to comply with all terms and conditions outlined in the FEMA and Additional Federal Funding Special Conditions section of this solicitation.**

Offeror's Name: Kyocera Document Solutions America, Inc

Address, City, State, and Zip Code: 225 Sand Rd, Fairfield, NJ 07004

Phone Number: 973-808-8444 Fax Number: _____

Printed Name and Title of Authorized Representative:
Gerry Mahoney. Vice President, Direct Operations

Email Address: Gerry.Mahoney@da.kyocera.com

Signature of Authorized Representative: Signed by: Gerry Mahoney 9D5B4A52511842C...

Date: 11/19/2024

Form **W-9**
(Rev. March 2024)
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.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Kyocera Document Solutions America, Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

**Note:** Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead 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) 5

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

*(Applies to accounts maintained outside the United States.)*

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

225 Sand Road

Requester's name and address (optional)

6 City, state, and ZIP code

Fairfield, New Jersey 07004

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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | – | | | – | | | | |

**or**

**Employer identification number**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 9 | 5 | – | 2 | 8 | 1 | 9 | 5 | 0 | 6 |

## 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** Charles Mettay | **Date** 8/3/2024

# 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*.

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

# 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:**
2026-1486746

**Date Filed:**
07/08/2026

**Date Acknowledged:**
07/13/2026

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

DOCUmation of San Antonio, LLC
San Antonio, 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.**

264-26-IT-CP
COPIERS and PRINTERS SERVICES

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

**5 Check only if there is NO Interested Party.** [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: | Yolanda De la Torre, Engineering Manager/EPMO's interim director |
| Date: | Tuesday, August 18, 2026 |
| Agenda #: | Consideration and **ACTION** to to approve Guaranteed Maximum Price No. 2 with Noble Texas Builders, LLC, for construction of the Brownsville Public Safety Complex under the Construction Manager at Risk contract, RFQ #142-25-EPW-RFQ, in the amount of $74,181,729. (Enterprise Project Management Office) |

**Summary:**
Noble Texas Builders submitted Final GMP No. 2 in the amount of $74,181,729 for the remaining construction of the Brownsville Public Safety Complex. EPMO, the architect and project consultants, the CMAR, and City Management have reviewed the GMP and recommend acceptance.

GMP No. 1, in the amount of $7,752,389, was previously approved. Approval of GMP No. 2 will establish a cumulative GMP of $81,934,118, which is $1,934,118 above the previously approved combined amount of $80,000,000.

**Project Scope and Analysis:**
GMP No. 2 includes the remaining construction scope for the Public Safety Complex, including general conditions, subcontracted construction work, allowances, contingencies, accepted alternates and value-engineering items, insurance, bonds, and the CMAR fee.

**Funding:**

**Source:**
**Amount:**
**Local Contribution if Applicable:**

**Recommendation:**
Staff recommends approval of Guaranteed Maximum Price No. 2 in the amount of $74,181,729 and authorization for the City Manager to negotiate, finalize, and execute the corresponding contract amendment, subject to final legal review.

**Commission Pillar:**
Public Safety

**Attachments:**
1. 2025.11.12 A133-2019 Brownsville Public Safety Complex Agreement Executed Copy
2. Brownsville Public Safety Complex – Final GMP No. 2 – Noble Texas Builders – 08.11.2026.

# AIA® Document A133® – 2019

## *Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price*

**AGREEMENT** made as of the 12th day of November in the year 2025
*(In words, indicate day, month, and year.)*

**BETWEEN** the Owner:
*(Name, legal status, address, and other information)*

City of Brownsville, Texas
1001 E Elizabeth Street
Brownsville, Texas 78520

and the Construction Manager:
*(Name, legal status, address, and other information)*

Noble Texas Builders, LLC
108 South Main Street
La Feria, Texas, 78559

for the following Project:
*(Name, location, and detailed description)*

Brownsville Public Safety Complex
Located on the south side of FM 511, approximately one mile east of Old Alice Road, Brownsville, Texas.
A ~99,980 square foot multi-facility complex consolidating the Brownsville Police Department Headquarters, Brownsville Fire Department Administration, the Emergency Operations Center (EOC), a modern jail facility, Information Technology infrastructure, and a fully integrated dispatch center. The site will include secured parking for ~303 private vehicles, public parking for 84 vehicles, associated roadways, utilities, sidewalks, landscaping, detention pond improvements, and integrated public safety IT systems (structured cabling, network switching, server rooms, security systems, and wireless infrastructure).

The Architect:
*(Name, legal status, address, and other information)*

Megamorphosis, Inc.
324 West Van Buren Ave
Harlingen, Texas 78550

The Owner and Construction Manager agree as follows.

**ADDITIONS AND DELETIONS:**
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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**User Notes:** (691357613503c13618793dd1)

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6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

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15 SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT
EXHIBIT B INSURANCE AND BONDS


**ARTICLE 1 INITIAL INFORMATION**

**§ 1.1** This Agreement is based on the Initial Information set forth in this Section 1.1.
*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

**§ 1.1.1** The Owner's program for the Project, as described in Section 4.1.1:
*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

**§ 1.1.2** The Project's physical characteristics:
*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

The Brownsville Public Safety Complex will be located on the south side of FM 511, approximately one mile east of Old Alice Road. The facility will span approximately 99,980 square feet and will centralize critical public safety functions, including an Emergency Operations Center, the Brownsville Police Department, Brownsville Fire Department Administration offices, and essential Information Technology infrastructure and offices. The project will include a modern jail facility and a fully integrated dispatch center. The project site will feature a secure perimeter with parking accommodations for approximately 303 private vehicles and an additional 83 spaces for public use. The site work will also include the


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construction of new roadways, driveways, sidewalks, utilities, earthwork, landscaping, and upgrades to the existing detention ponds to support sustainable stormwater management.

**§ 1.1.3** The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
*(Provide total and, if known, a line item breakdown.)*

$75,000,000

**§ 1.1.4** The Owner's anticipated design and construction milestone dates:

**.1** Design phase milestone dates, if any:

**.2** Construction commencement date:

Second quarter of 2026

**.3** Substantial Completion date or dates:

First quarter of 2028

**.4** Other milestone dates:

**§ 1.1.5** The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
*(Identify any requirements for fast-track scheduling or phased construction.)*

Anticipated phasing for scheduling:
Phase 1: Site Work, Fill & Prep – 4th Quarter 2025 –
Phase 2: 1st Quater 2026 Utility Phase/Subdivision Water, Wastewater, Main roads
Phase 3: 2nd Quater 2026 Break Ground Facility.
Estimated Completion 1st Quater 2028

**§ 1.1.6** The Owner's anticipated Sustainable Objective for the Project:
*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

None

**§ 1.1.6.1** If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

**§ 1.1.7** Other Project information:
*(Identify special characteristics or needs of the Project not provided elsewhere.)*

**§ 1.1.8** The Owner identifies the following representative in accordance with Section 4.2:
*(List name, address, and other contact information.)*

Doroteo Garcia Jr, Assistant City Manager 956-466-8210

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Kimberly Salinas, Capital Improvements Project Manager: OBJ
Carlos Lastra, City Engineer
Juan Pablo Villareal, Internal Services

**§ 1.1.9** The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
*(List name, address and other contact information.)*

Megamorphosis Design (Design) – contact info TBD
720 Design (Design) – contact info TBD
City of Brownsville IT Department – contact info TBD
Brownsville Police Department – contact info TBD
Brownsville Fire Department – contact info TBD
Brownsville Emergency Management Department – contact info TBD
Brownsville Engineering and Public Works Department – contact info TBD

**§ 1.1.10** The Owner shall retain the following consultants and contractors:
*(List name, legal status, address, and other contact information.)*

**.1** Geotechnical Engineer:

Terracon , 1506 Mid Cities Dr. Pharr, TX 78577 956-283-8254

**.2** Civil Engineer:

Halff , 1075 Paredes Line Road, Suite B, Brownsville Tx 78521 956-303-7100

**.3** Other, if any:
*(List any other consultants retained by the Owner, such as a Project or Program Manager.)*

**§ 1.1.11** The Architect's representative:
*(List name, address, and other contact information.)*

Jesse Miller
324 West Van Buren Avenue
Harlingen, Texas 78550

**§ 1.1.12** The Construction Manager identifies the following representative in accordance with Article 3:
*(List name, address, and other contact information.)*

Juan Delgado, Vice President
108 South Main Street
La Feria, Texas, 78559
Email: Juan.Delgado@nobletx.com

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Phone Number: (956)535-3965
(Authorized to coordinate responses, provide clarifications, and execute binding agreements on behalf of Noble Texas Builders.)

**§ 1.1.13** The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
*(List any Owner-specific requirements to be included in the staffing plan.)*

Noble Texas Builders shall provide a staffing plan with named key personnel (Project Executive, Project Manager, Superintendent, Safety, Quality, MEP/Tech) and identify BIM/clash-detection lead. Staffing must support estimating, scheduling, constructability, value engineering, and security/IT integration; City may approve/reject key personnel changes.

**§ 1.1.14** The Owner's requirements for subcontractor procurement for the performance of the Work:
*(List any Owner-specific requirements for subcontractor procurement.)*

Noble Texas Builders shall publicly advertise and solicit bids/proposals from trade contractors for all major scopes; if self-performing any portion, CMAR must submit a sealed bid/proposal in the same manner as other subcontractors. All solicitations, evaluation criteria, recommended awards, and any self-perform decisions require City review and prior written approval and must comply with Texas Gov't Code §2269.255.

**§ 1.1.15** Other Initial Information on which this Agreement is based:

**§ 1.2** The Owner and Construction Manager may rely on the Initial Information. Both parties recognize that the Initial Information may materially change and, in that event, the Owner and the Construction Manager shall appropriately memorialize said changes and adjust the Project scope, budget and duration as may be necessary prior to commencement of the Construction Phase. Changes to the Initial Information shall be by change order following execution of a corresponding Guaranteed Maximum Price Amendment for any phase.

**§ 1.3** The Construction Manager's representative shall be changed without ten days' prior notice to the other party.

## ARTICLE 2 GENERAL PROVISIONS

### § 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, performance and payment bonds, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

### § 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

### § 2.3 General Conditions

**§ 2.3.1** The AIA Document A201™–2017, General Conditions of the Contract for Construction, as amended, provide the General Conditions identified in section 2.1 above. The term "Contractor" as used in A201–2017 shall

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mean the Construction Manager. All references to the A201-2017 herein shall refer to the A201-2017 as amended and incorporated as a Contract Document.

**§2.3.2** For the Preconstruction Phase, the following sections of the A201 shall apply: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

**§ 2.3.3** For the Construction Phase, A201, as amended shall apply in its entirety.

## ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

### § 3.1 Preconstruction Phase

#### § 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require. Any failure by Construction Manager to report known deviations or noncompliance will result in a waiver of any associated claims by the Construction Manager.

**§ 3.1.2** The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

#### § 3.1.3 Consultation

**§ 3.1.3.1** The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

**§ 3.1.3.2** The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

**§ 3.1.3.3** The Construction Manager shall assist the Owner and Architect in establishing written protocols for the development, use, transmission, reliance, and exchange of digital data, including building information models for the Project.

**§ 3.1.3.4** The Construction Manager shall review the Contract Documents to ascertain whether the components of the mechanical, electrical, and plumbing systems may be constructed without interference with each other, or with the structural or architectural components of the Project. In the event conflicts between such systems are discovered, the Construction Manager shall promptly notify the Owner, Engineer and the Architect in writing. Failure to so notify will result in a waiver of any claims for additional time or compensation by the Construction Manager. Further, any claims by the Construction Manager associated with conflicts of the systems addressed in this section 2.1.3 during the construction phase are waived if such conflicts could have been discovered through

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careful examination of the Contract Documents.

**§ 3.1.4 Project Schedule**

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall coordinate with the Architect to incorporate the Project schedule previously developed by the Architect. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each trade, task, scope of work, and Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

**§ 3.1.5 Phased Construction**

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

**§ 3.1.6 Cost Estimates**

**§ 3.1.6.1** Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

**§ 3.1.6.2** At the completion of the , Design Development and Construction Documents, and upon written notice of such phase completion by the Architect to the Construction Manager and the Owner, the Construction Manager shall prepare and update estimates of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action to reduce costs and maintain the Project budget.

**§ 3.1.6.3** If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together and coordinate to reconcile the cost estimates.

**§ 3.1.7** As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

**§ 3.1.8** The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

**§ 3.1.9** The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

**§ 3.1.10** If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

**§ 3.1.11 Subcontractors and Suppliers**

**§ 3.1.11.1** If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

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**§ 3.1.11.2** The Construction Manager shall develop bidders' interest in the Project and may prequalify bidders. Any prequalification or award of subcontracts must conform with section 9.1 and chapter 2269 of the Texas Government Code.

**§ 3.1.11.3** The processes described in Article 9 shall apply to bid packages issued during the Preconstruction Phase.

**§ 3.1.12 Procurement**

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

**§ 3.1.13 Compliance with Laws**

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

**§ 3.1.14 Other Preconstruction Services**

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

*(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)*

**§ 3.2 Guaranteed Maximum Price Proposal**

**§ 3.2.1** Once the Construction Drawings and Specifications per phase are ninety-five percent (95%) complete, upon receipt of notice from the Architect so indicating, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2. The Guaranteed Maximum Price proposal per phase shall be submitted to the Owner no later than fifteen (15) days after the ninety-five percent (95%) completion notice.

**§ 3.2.2** To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

**§ 3.2.3** The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

**.1** A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;

**.2** A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;

**.3** A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;

**.4** The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based;

**.5** The amount of time available to the Owner to accept the Guaranteed Maximum Price, which shall not be less than 60 days, before such time that the Construction Manager may revise proposed pricing;

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.6 A statement that the proposed Guaranteed Maximum Price is not based in any part on any subcontract or material supply contract which would require the Owner to compensate the Construction Manager on other than a fixed fee basis; and

.7 If Owner requests, Construction Manager shall make available for inspection the documents and information that form the basis of the Guaranteed Maximum Price proposal..

**§ 3.2.4** In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager may include a contingency to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order. Construction Manager shall make available for inspection to the Owner and Architect the documents and information that form the basis of the Construction Manager's contingency.

**§ 3.2.5** The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

**§ 3.2.6** If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

**§ 3.2.7** The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

**§ 3.2.8** The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

**§ 3.2.9** The Owner enjoys tax exempt status as a governmental entity. To realize the cost-savings benefits of its tax-exempt status, the Owner will provide a Tax Exemption Certificate to the Construction Manager for use on the Project. The Construction Manager shall use that certificate to exempt any purchases made for the Work from otherwise applicable taxes. As such, the Construction Manager shall not include in the Guaranteed Maximum Price any sales, consumer, use and similar taxes for the Work provided by the Construction Manager which are exempted because of the Owner's tax-exempt status. Subject to the above terms, the Construction Manager shall pay sales, consumer, use and similar taxes that are legally enacted, whether yet effective, at the time the Guaranteed Maximum Price Amendment is executed..

**§ 3.3 Construction Phase**

**§ 3.3.1 Timeliness**

**§ 3.3.1.1** In all matters of this Agreement, time is of the essence with respect to the performance of the Work.

**§ 3.3.1.2** The date of commencement, as that term is used in the Contract Documents, shall mean the commencement of the Construction Phase. The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

**§ 3.3.1.3** The Construction Manager shall achieve Substantial Completion of the entire Work not later than the date set out in the Agreement, subject to adjustment of this Contract Time as provided in the Contract Documents.

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### § 3.3.1.4 Claims for Additional Time

The Construction Manager shall be entitled to an extension of the contract time for delays or disruptions due to unusually severe weather in excess of that normally experienced at the job site only as determined from climatological data set forth in this subsection. The Construction Manager shall bear the entire economic risk of all weather delays and disruptions, and shall not be entitled to any increase in the Guaranteed Maximum Price by reason of such delays or disruptions. Rainy days shall not be considered an abnormal or adverse weather condition for which an extension of time will be granted unless and except in those months during which the actual cumulative number of rainy days within the month exceed the historical average cumulative number of rainy days for said month, provided that the rainfall prevented the execution of major items of work on normal working days. A rain day is defined as a day when rainfall exceeds one-tenth (.1) inch during a twenty-four (24) hour period. The historical number of Weather Days per calendar month is as follows, based upon regional weather data from the National Weather Service and/or NOAA:

Average Weather Days per Month

| Jan. | Feb. | Mar. | Apr. | May | Jun. | Jul. | Aug. | Sept. | Oct. | Nov. | Dec. |
|---|---|---|---|---|---|---|---|---|---|---|---|
| (3) | (2) | (2) | (2) | (3) | (4) | (3) | (4) | (7) | (4) | (3) | (3) |

The number of rain days shown in the Rainfall Table for the first and last months of this Agreement will be prorated in determining the total number of rain days expected during the period of this Agreement. Time extensions may also be granted for any day following a period of precipitation during which muddy conditions exist and prevent performance of major items of work conducted on normal working days, which muddy conditions are subject to confirmation by the Owner. However, the Construction Manager shall attempt to mitigate such muddy conditions to allow for the progression of the Work at no additional cost to the Owner. Provision of dewatering equipment, rock, and other mitigation measures shall be considered by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal.

Requests for an extension of time pursuant to this subsection shall be promptly submitted to the Owner. Failure to timely submit a complete notice of claim for delays and extension of time for completion due to abnormal or adverse weather conditions or rainy days pursuant to this subsection shall result in the denial of a request for extra time for performance under the Contract Documents.

### § 3.3.2 Administration

**§ 3.3.2.1** The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

**§ 3.3.2.2** Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

### § 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

### § 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

### § 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and

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Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

## ARTICLE 4 OWNER'S RESPONSIBILITIES

### § 4.1 Information and Services Required of the Owner

**§ 4.1.1** The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

**§ 4.1.2** Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract.

**§ 4.1.3** The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

**§ 4.1.4 Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

**§ 4.1.4.1** The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

**§ 4.1.4.2** The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

**§ 4.1.4.3** The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

**§ 4.1.5** During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

**§ 4.1.6** If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

### § 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions. The authority of the Owner's representative may be restricted or limited because of the Owner's status as a governmental entity that must act by and through its city commission.

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Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

**§ 4.2.1 Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

**§ 4.3 Architect**

The Owner has retained an Architect to provide services, duties and responsibilities and additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. Upon request by the Construction Manager, the Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect.

## ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

**§ 5.1 Compensation**

**§ 5.1.1** For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:
*(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)*

Preconstruction phase services will be compensated by the Owner in accordance with billing procedures herein, not to exceed fifty thousand dollars ($50,000.00).

**§ 5.2 Payments**

**§ 5.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

**§ 5.2.2** Subject to the timeliness and interest provisions of Texas Government Code chapter 2251, payments are due and payable to the Construction Manager 30 days following the certification of an application for payment by the Architect.

## ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

**§ 6.1 Contract Sum**

**§ 6.1.1** The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

**§ 6.1.2** The Construction Manager's Fee:
*(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)*

3.5 % of the actual Cost of the Work and less any applicable discounts, rebates, refunds, and other amounts received from the sale of surplus materials and equipment.

**§ 6.1.3** The method of adjustment of the Construction Manager's Fee for changes in the Work:

by written change order subject to approval of the Owner. The Construction Manager's Fee shall not be applied to markups for General Conditions, bonds, or insurance.

**§ 6.1.4** Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

not to exceed 10% - separately, not to exceed 5% for overhead and 5% for profit.

**§ 6.1.5** Rental rates for Construction Manager-owned equipment shall not exceed one hundred percent (100%) of the standard rental rate paid at the place of the Project.

**§ 6.1.6** Liquidated damages, if any:

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*(Insert terms and conditions for liquidated damages, if any.)*

Construction Manager and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Section 1.1.4.3, plus any extensions thereof allowed in accordance with the Contract Documents. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Construction Manager agree that as liquidated damages for delay (but not as a penalty), Construction Manager shall pay Owner **Written Amount Dollars ($2500.00)** per calendar day for each day that expires after the time specified in section 1.1.4.3 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Construction Manager shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Construction Manager shall pay Owner **Written Amount Dollars ($2500 .00)** per calendar day for each day that expires after the time specified in section 1.1.4.4 for completion and readiness for final payment until the Work is completed and ready for final payment.

**§ 6.1.7** Other:
*(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)*

**Special Damages**

A. In addition to the amount provided for in liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for additional architectural services, engineering, construction observation, inspection, and administrative services needed after the time specified in section 1.1.4.3 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for additional architectural services, engineering, construction observation, inspection, and administrative services needed after the time specified in section 1.1.4.4 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment

C. The remedies contained in this Article 6 are not exclusive and shall be cumulative to other remedies provided to the Owner in the event of default or breach by the Contractor.

**§ 6.2 Guaranteed Maximum Price**

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

**§ 6.2.1** In the event of final "buy out" transactions, agreements by the Construction Manager with a subcontractor for the subcontractor's cost of its portion of the Work, or other savings due to early completion or value engineering after execution of the Guaranteed Maximum Price addendum, then such savings shall be shared with the Owner in the following percentages: 75 % to Owner, 25 % to Construction Manager. Said savings shall be memorialized by appropriate change order. Documentation regarding such "buy out" transactions/agreements shall be subject to the Owner's audit and inspection rights set forth in §13.6 of AIA201-2017, General Conditions of the Contract for Construction, as amended.

**§ 6.3 Changes in the Work**

**§ 6.3.1** The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

**§ 6.3.1.1** The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

**§ 6.3.2** Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in

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Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

**§ 6.3.3** Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement.

**§ 6.3.4** In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

**§ 6.3.5** No change in the Work, whether by way of alteration or addition to the Work, shall be the basis of an addition to the Guaranteed Maximum Price or a change in the Contract Time unless and until such alteration or addition has been authorized by a change order executed and issued in accordance with and in strict compliance with the requirements of the Contract Documents. This requirement is of the essence of the Contract Documents. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that the Owner has been unjustly enriched by any alteration or addition to the Work, whether there is in fact any such unjust enrichment, shall be the basis for any claim to an increase in the Guaranteed Maximum Price or change in the Contract Time..

## ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

### § 7.1 Costs to Be Reimbursed

**§ 7.1.1** The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

**§ 7.1.2** Amounts due for self-performed work shall include in the Cost of the Work a lump-sum cost for work competitively bid and awarded in accordance with the terms of this Agreement. For such scopes, the Construction Manager may not exceed five percent (5%) overhead and five percent (5%) profit in the lump sum amount.

**§ 7.1.3** For any self-performance of minor work that is not subject to competitive bidding, Section 7.2 will control.

**§ 7.1.4** Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

**§ 7.1.5** Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

### § 7.2 Labor Costs

**§ 7.2.1** Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

**§ 7.2.2** Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

**§ 7.2.2.1** Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:
*(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)*

**§ 7.2.3** Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

**§ 7.2.4** Costs paid or incurred by the Construction Manager for payroll taxes, insurance, and customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3, and provided that such costs are directly attributable to work performed on this Project only and provided further that such costs do not exceed twenty-five percent (25%) of such wages and salaries.

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**§ 7.2.5** If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

**§ 7.3 Subcontract Costs**

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

**§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction**

**§ 7.4.1** Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

**§ 7.4.2** Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Construction Manager's property at the completion of the Work and the actual costs of such excess materials as was originally billed to the Owner shall be credited to the Owner as a deduction from the Cost of the Work.

**§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items**

**§ 7.5.1** Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

**§ 7.5.2** Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

**§ 7.5.3** Costs of removal of debris from the site of the Work and its proper and legal disposal.

**§ 7.5.4** Costs of the Construction Manager's site office, including general office equipment and supplies.

**§ 7.5.5** Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

**§ 7.6 Miscellaneous Costs**

**§ 7.6.1** Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

**§ 7.6.2** Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

**§ 7.6.3** Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

**§ 7.7 Other Costs and Emergencies**

**§ 7.7.1** Other costs incurred in the performance of the Work, with the Owner's prior written approval.

**§ 7.7.2** Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency

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affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

**§ 7.7.3** Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, Subcontractors, or suppliers and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

**§ 7.7.4** The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

### § 7.8 Related Party Transactions

**§ 7.8.1** For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten (10%) percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

**§ 7.8.2** If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

### § 7.9 Costs Not To Be Reimbursed

**§ 7.9.1** The Cost of the Work shall not include the items listed below:

**.1** Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;

**.2** Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor;

**.3** Expenses of the Construction Manager's principal office and offices other than the site office;

**.4** Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;

**.5** The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;

**.6** Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;

**.7** Any cost not specifically and expressly described in Sections 7.1 to 7.7;

**.8** Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded;

**.9** Costs for services incurred during the Preconstruction Phase;

**.10** Construction Manager's fee on all self-performing scopes of work competitively bid and awarded to the Construction Manager; and

**.11** Legal, mediation and arbitration costs, including attorneys' fees.

## ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

**§ 8.1** Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment

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shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

**§ 8.2** Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

**§ 8.3** Costs from the inspection service or testing lab that are incurred as a result of the failure of the Construction Manager to make the Work ready for an inspection or test scheduled by the Construction Manager if notice of cancellation is not provided shall be credited to the Owner as a deduction from the Cost of the Work.

**§8.4** Costs from the inspection service or testing lab that are incurred as a result of the failure of the Work to pass an inspection or test shall be credited to the Owner as a deduction from the Cost of the Work.

## ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

**§ 9.1** All portions of the Work, other than minor work, a shall be performed by trade contractors or subcontractors under subcontracts or other appropriate agreements with the Construction Manager
, or self-performed by the Construction Manager. For each major scope of work, the performing contractor shall be selected using competitive bids or competitive sealed proposals. The Construction Manager shall include specific notices of the following statutory requirements in the information to bidders:

**.1** The successful bidder's responsibility to provide workers' compensation insurance in accordance with Texas Labor Code Chapter 406;

**.2** The successful bidder's responsibility to pay prevailing wages pursuant to Texas Government Code Chapter 2258; and,

**.3** A notice of the sales tax exemption for the project and the procedure for obtaining any required exemption verification or certificates.

**§ 9.1.1** The information required with publication in paragraph 9.1 is not exclusive. The Construction Manager may include other information in such notices at its discretion or as may be required by law.

**§9.1.2** On all portions of the Work for which the Construction Manager does not submit a bid or proposal, the Construction Manager and the Owner shall receive and open all bids or proposals in a manner compliant with chapter 2269 of the Texas Government Code. On any portion of the Work for which the Construction Manager submits a bid or proposal, the Owner shall receive and open the bids or proposals, in accordance with chapter 2269 of the Texas Government Code. After opening the bids or proposals, the Owner may meet with the Construction Manager to evaluate and rank the bidders or offerors. All bids or proposals shall be made public within seven (7) days after the date of final selection.

**§ 9.1.3** When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

**§ 9.2** Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

**§ 9.3** The Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

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## ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law and in accordance with the Owner's record retention requirements.

## ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

### § 11.1 Progress Payments

**§ 11.1.1** Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

**§ 11.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

**§ 11.1.3** The Owner will pay an approved Application for Payment within thirty (30) days after the date such approved Application for Payment is received by the Owner from the Architect. Notwithstanding the foregoing, the Owner shall not be required to pay any disputed amounts that the Owner believes were erroneously approved by the Architect. Timeliness and interest of payments shall be governed by Texas Government Code chapter 2251.

**§ 11.1.4** With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

**§ 11.1.5** Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee. Construction Manager shall use AIA Document G702 for Application and Certificate for Payments and shall use AIA Document G703 for necessary continuation sheets related to AIA Document G702, or shall use such documents in a similar format approved by the Owner.

**§ 11.1.5.1** The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

**§ 11.1.5.2** The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

**§ 11.1.5.3** When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

**§ 11.1.6** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of

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the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

**§ 11.1.7** In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

**§ 11.1.7.1** The amount of each progress payment shall first include:

**.1** That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;

**.2** That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

**.3** That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and

**.4** The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

**§ 11.1.7.2** The amount of each progress payment shall then be reduced by:

**.1** The aggregate of any amounts previously paid by the Owner;

**.2** The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

**.3** Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;

**.4** For Work performed or defects discovered since the last payment application, any amount for which the Owner may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;

**.5** The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

**.6** Retainage withheld pursuant to Section 11.1.8.

**§ 11.1.8 Retainage**

**§ 11.1.8.1** For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

5%

**§ 11.1.8.1.1** The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

• Premiums for performance and payment bonds,
• Premiums for insurance required under the Contract,
• City-approved permit fees.

All other line items, including General Conditions, shall be subject to retainage unless expressly approved otherwise in writing by the Owner.

**§ 11.1.8.2** Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)*

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Retainage shall remain at five percent (5%) until Final Completion. The Owner, in its sole discretion, may reduce retainage below five percent (5%) after Substantial Completion of the Work or completion and acceptance of a discrete portion of the Work, provided that the Construction Manager has satisfied all contractual requirements for that portion, including submission of lien waivers and payment affidavits. No reduction of retainage shall occur without the Owner's prior written approval.

**§ 11.1.8.3** Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
*(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)*

**§ 11.1.9** Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

**§ 11.1.10** The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

**§ 11.1.11** In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

**§11.1.12** In conjunction with any application for payment submitted by the Construction Manager, the Construction Manager shall comply with the release, lien waiver and other documentation requirements set forth in, but not limited to, AIA Document A201-2017, §9.4 and §9.11.2.

**§ 11.2 Final Payment**

**§ 11.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

**.1** the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;

**.2** the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and

**.3** a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

**§ 11.2.2** Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner may conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

**§ 11.2.2.1** If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

**§ 11.2.2.2** Within seven (7) days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a

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certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

**§ 11.2.2.3** If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

**§ 11.2.3** The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment and in accordance with Texas Government Code chapter 2251.

**§ 11.2.4** If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

**§ 11.2.5** The Contract shall not have been fully performed until all Work required by the Construction Documents has been performed and the Construction Manager provides the following to the Owner:

**.1** record or as-built drawings executed or complete in both ".dwg" and ".tiff" formats;
**.2** executed or complete certificates of documents evidencing warranties and owner-operators manuals;
**.3** all documents evidencing required testing, inspection, verification, certificate of occupancy and other engineering or consulting services required under the construction contract;
**.4** insuring agreements and bonds covering all periods of construction and any subsequent periods required under the contract;
**.5** lien releases and signed affidavits of final payment from all subcontractors; and
**.6** one copy of each item in this section in electronic format.

## ARTICLE 12 DISPUTE RESOLUTION

### § 12.1 Initial Decision Maker

**§ 12.1.1** Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

**§ 12.1.2** The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services.

### § 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
*(Check the appropriate box.)*

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[ ] Arbitration pursuant to Article 15 of AIA Document A201–2017

[ X ] Litigation in a court of competent jurisdiction in Cameron County, Texas.

[ ] Other: *(Specify)*

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

## ARTICLE 13 TERMINATION OR SUSPENSION

### § 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

**§ 13.1.1** If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager.

**§ 13.1.2** In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

**§ 13.1.3** At any time prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause.

**§ 13.1.4** In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

**§ 13.1.5** If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

**.1** Take the Cost of the Work incurred by the Construction Manager to the date of termination;

**.2** Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1; and

**.3** Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

### § 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

#### § 13.2.1 Termination

Following execution by both parties of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement, with or without cause, at any time. The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

#### § 13.2.2 Termination by the Owner for Cause

**§ 13.2.2.1** If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

**.1** Take the Cost of the Work incurred by the Construction Manager to the date of termination;

**.2** Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1;

**.3** Subtract the aggregate of previous payments made by the Owner; and

**.4** Subtract the costs and damages incurred, or to be incurred, by the Owner.

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**§ 13.2.2.2** The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

**§ 13.2.3 Termination for Convenience**

**§ 13.2.3.1** In the event such termination is for the convenience of the Owner, the Construction Manager shall be compensated for reasonable costs incurred prior to notice of termination, profits on only that portion of the work actually performed prior to termination, and reasonable demobilization costs.

**§ 13.2.3.2** Following execution by both parties of the Guaranteed Maximum Price Amendment, if the Project work is stopped for a period of ninety (90) days through no act or fault of the Construction Manager, then the Construction Manager may, upon ten (10) additional days' written notice to the Owner, terminate this agreement and recover from the Owner payment for all work actually performed, for any loss sustained upon any materials, equipment, tools, equipment, and machinery, and profits on only that portion of the work actually performed prior to termination. If the cause of the work stoppage is removed prior to the end of the ten-day notice period, the Construction Manager may not terminate this Agreement.

**§ 13.3 Suspension**

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

**ARTICLE 14 MISCELLANEOUS PROVISIONS**

**§ 14.1** Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 14.2 Successors and Assigns**

**§ 14.2.1** The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

**§ 14.2.2** The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

**§ 14.3 Insurance and Bonds**

For all phases of the Project, the Construction Manager shall purchase and maintain insurance as set forth in the Owner's Insurance Requirements of Contractor attached as Exhibit A to the General Conditions, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201–2017, as amended.

**§ 14.5 Statutory Disclaimers**

**§14.5.1**

**Prohibition on Contracts with Companies Boycotting Israel**

A. The Construction Manager hereby verifies that it and its parent company, wholly-or majority owned subsidiaries, and other affiliates, if any, does not boycott Israel and, to the extent this Agreement is a contract for

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goods or services, will not boycott Israel during the term of this Agreement as described in Chapter 2271 of the Texas Government Code, as amended. The foregoing verification is made solely to comply with Chapter 2271.002 of the Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal and State law. As used in the foregoing verification, "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. The Construction Manager understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Construction Manager and exists to make a profit.

**§14.5.2 Contracts with Companies Engaged in Business with Iran, Sudan or Foreign Terrorist Organizations Prohibited**

A. The Construction Manager represents that neither it nor any of its parent company, wholly-or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, as amended, and posted on any of the following pages of such officer's internet website: https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf, https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or https://comptroller.texas.gov/purchasing/docs/fto-list.pdf.

B. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal or State law and excludes the Construction Manager and each of its parent company, wholly-or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Construction Manager understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Construction Manager and exists to make a profit.

**§14.5.3 Prohibition on Contracts with Companies in China, Iran, North Korea, or Russia**

A. To the extent this Agreement relates to critical infrastructure in the State of Texas, the Construction Manager represents the following:

1. it is not owned by or the majority of stock or other ownership interest in the Construction Manager is not held or controlled by:

   a. individuals who are citizens of China, Iran, North Korea, Russia, or a country designated by the Governor of Texas as a threat to critical infrastructure under Section 2275.0103 of the Texas Government Code, as amended ("designated country"); or

   b. a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or

2. it is not headquartered in China, Iran, North Korea, Russia, or a designated country.

B. The foregoing representation is made solely to comply with Chapter 2275 of the Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal or State law. As used in the foregoing verification, "critical infrastructure" means a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility.

**§14.5.4 Prohibition on Contracts with Companies Boycotting Energy Companies**

A. The Construction Manager hereby verifies that it and its parent company, wholly-or majority owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, to the extent this Agreement is a contract for goods or services, will not boycott energy companies during the term of this Agreement as described in Chapter 2276 of the Texas Government Code, as amended.

B. The foregoing verification is made solely to comply with Section 2276.002 of the Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal and State law. As used in the foregoing verification, "boycott energy companies" has the meaning used in Section 809.001 of the Texas Government Code, as amended. The Construction Manager understands "affiliate" to mean an entity that controls,

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is controlled by, or is under common control with the Construction Manager and exists to make a profit.

**§14.5.5 Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries**

A. The Construction Manager hereby verifies that it and its parent company, wholly-or majority owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and, to the extent this Agreement is a contract for goods or services, will not discriminate against a firearm entity or firearm trade association during the term of this Agreement as described in Chapter 2274 of the Texas Government Code, as amended.

B. The foregoing verification is made solely to comply with Section 2274.002 of the Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal and State law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning used in Section 2274.001(3) of the Texas Government Code, as amended. The Construction Manager understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Construction Manager and exists to make a profit.

## ARTICLE 15 SCOPE OF THE AGREEMENT

**§ 15.1** This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

**§ 15.2** The following documents comprise the Agreement:

**.1** AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

**.2** AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed

**.3** AIA Document A201™–2017, General Conditions of the Contract for Construction,

**.4** Exhibit A to the General Conditions, Owner's Insurance Requirements of Contractor

**.5** Building Information Modeling Exhibit, if completed:

**.6** Other Exhibits:

This Agreement is entered into as of the day and year first written above.

| | |
|---|---|
| Helen Ramirez | Juan Delgado |
| **OWNER** *(Signature)* | **CONSTRUCTION MANAGER** *(Signature)* |
| Helen Ramirez, City Manager | Juan Delgado, Vice President |
| *(Printed name and title)* | *(Printed name and title)* |
| 2025-11-17 | 2025-11-14 |

CITY OF BROWNSVILLE TEXAS INCORPORATED FEBRUARY 7 1853

APPROVED AS TO FORM
AND LEGALITY

Guillermo (Will) S. Trevino
City Attorney
City of Brownsville, Texas

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# *Additions and Deletions Report for*
*AIA® Document A133® – 2019*

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:15:53 CST on 11/12/2025.

**Changes to original AIA text**

**PAGE 2**

The Brownsville Public Safety Complex will be located on the south side of FM 511, approximately one mile east of Old Alice Road. The facility will span approximately 99,980 square feet and will centralize critical public safety functions, including an Emergency Operations Center, the Brownsville Police Department, Brownsville Fire Department Administration offices, and essential Information Technology infrastructure and offices. The project will include a modern jail facility and a fully integrated dispatch center. The project site will feature a secure perimeter with parking accommodations for approximately 303 private vehicles and an additional 83 spaces for public use. The site work will also include the construction of new roadways, driveways, sidewalks, utilities, earthwork, landscaping, and upgrades to the existing detention ponds to support sustainable stormwater management.

**PAGE 3**

Phase 1: Site Work, Fill & Prep – 4th Quarter 2025 –

Phase 2: 1st Quater 2026 Utility Phase/Subdivision Water, Wastewater, Main roads

Phase 3: 2nd Quater 2026 Break Ground Facility.

**PAGE 4**

~~§ 1.1.9~~ Doroteo Garcia Jr, Assistant City Manager 956-466-8210

Kimberly Salinas, Capital Improvements Project Manager: OBJ

**§ 1.1.9** The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:

~~§ 1.1.10~~ Megamorphosis Design (Design) – contact info TBD

**§ 1.1.10** The Owner shall retain the following consultants and contractors:

Terracon , 1506 Mid Cities Dr. Pharr, TX 78577 956-283-8254

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**PAGE 5**

~~**§ 1.1.13**~~ Phone Number: (956)535-3965

**§ 1.1.13** The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:

**§ 1.2** The Owner and Construction Manager may rely on the Initial Information. Both parties~~, however,~~ recognize that ~~such information~~the Initial Information may materially change and, in that event, the Owner and the Construction Manager shall appropriately ~~adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information~~memorialize said changes and adjust the Project scope, budget and duration as may be necessary prior to commencement of the Construction Phase. Changes to the Initial Information shall be by change order following execution of a corresponding Guaranteed Maximum Price Amendment for any phase.

**§ 1.3** ~~Neither the Owner's nor the~~The Construction Manager's representative shall be changed without ten days' prior notice to the other party.

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, performance and payment bonds, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

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**§ 2.3.1** ~~For the Preconstruction Phase,~~The AIA Document A201™–2017, General Conditions of the Contract for Construction, ~~shall apply as follows~~as amended, provide the General Conditions identified in section 2.1 above. The term "Contractor" as used in A201–2017 shall mean the Construction Manager. All references to the A201-2017 herein shall refer to the A201-2017 as amended and incorporated as a Contract Document.

**§2.3.2** For the Preconstruction Phase, the following sections of the A201 shall apply: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

**§ 2.3.2~~2~~3** For the Construction Phase, ~~the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.~~A201, as amended shall apply in its entirety.

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any

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nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require. Any failure by Construction Manager to report known deviations or noncompliance will result in a waiver of any associated claims by the Construction Manager.

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**§ 3.1.3.4** The Construction Manager shall review the Contract Documents to ascertain whether the components of the mechanical, electrical, and plumbing systems may be constructed without interference with each other, or with the structural or architectural components of the Project. In the event conflicts between such systems are discovered, the Construction Manager shall promptly notify the Owner, Engineer and the Architect in writing. Failure to so notify will result in a waiver of any claims for additional time or compensation by the Construction Manager. Further, any claims by the Construction Manager associated with conflicts of the systems addressed in this section 2.1.3 during the construction phase are waived if such conflicts could have been discovered through careful examination of the Contract Documents.

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall ~~obtain the Architect's approval for the portion of~~coordinate with the Architect to incorporate the Project schedule ~~relating to the performance of the Architect's services~~previously developed by the Architect. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each trade, task, scope of work, and Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

**§ 3.1.6.2** ~~As~~At the ~~Architect progresses with the preparation of the Schematic Design~~completion of the , Design Development and Construction Documents, ~~the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate~~and upon written notice of such phase completion by the Architect to the Construction Manager and the Owner, the Construction Manager shall prepare and update estimates of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action to reduce costs and maintain the Project budget.

**PAGE 8**

**§ 3.1.6.3** If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together and coordinate to reconcile the cost estimates.

**§ 3.1.11.2** The Construction Manager shall develop bidders' interest in the Project and may prequalify bidders. Any prequalification or award of subcontracts must conform with section 9.1 and chapter 2269 of the Texas Government Code.

**§ 3.1.11.3** The processes described in Article 9 shall apply ~~if~~to bid packages ~~will be~~ issued during the Preconstruction Phase.

**§ 3.2.1** ~~At a time to be mutually agreed upon by the Owner and the Construction Manager~~Once the Construction Drawings and Specifications per phase are ninety-five percent (95%) complete, upon receipt of notice from the Architect so indicating, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2. The

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Guaranteed Maximum Price proposal per phase shall be submitted to the Owner no later than fifteen (15) days after the ninety-five percent (95%) completion notice.

**PAGE 9**

**.4** The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; ~~and~~

**.5** ~~A date by which the Owner must accept the Guaranteed Maximum Price~~ The amount of time available to the Owner to accept the Guaranteed Maximum Price, which shall not be less than 60 days, before such time that the Construction Manager may revise proposed pricing;

**.6** A statement that the proposed Guaranteed Maximum Price is not based in any part on any subcontract or material supply contract which would require the Owner to compensate the Construction Manager on other than a fixed fee basis; and

**.7** If Owner requests, Construction Manager shall make available for inspection the documents and information that form the basis of the Guaranteed Maximum Price proposal..

**§ 3.2.4** In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager ~~shall~~may include a contingency ~~for the Construction Manager's exclusive use~~ to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order. Construction Manager shall make available for inspection to the Owner and Architect the documents and information that form the basis of the Construction Manager's contingency.

**§ 3.2.9** The ~~Construction Manager shall include in the Guaranteed Maximum Price all~~Owner enjoys tax exempt status as a governmental entity. To realize the cost-savings benefits of its tax-exempt status, the Owner will provide a Tax Exemption Certificate to the Construction Manager for use on the Project. The Construction Manager shall use that certificate to exempt any purchases made for the Work from otherwise applicable taxes. As such, the Construction Manager shall not include in the Guaranteed Maximum Price any sales, consumer, use and similar taxes for the Work provided by the Construction Manager which are exempted because of the Owner's tax-exempt status. Subject to the above terms, the Construction Manager shall pay sales, consumer, use and similar taxes that are legally enacted, whether ~~or not~~ yet effective, at the time the Guaranteed Maximum Price Amendment is executed..

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**§ 3.3.1 ~~General~~Timeliness**

**§ 3.3.1.1** ~~For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.~~In all matters of this Agreement, time is of the essence with respect to the performance of the Work.

**§ 3.3.1.2** The date of commencement, as that term is used in the Contract Documents, shall mean the commencement of the Construction Phase. The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

**§ 3.3.1.3** The Construction Manager shall achieve Substantial Completion of the entire Work not later than the date set out in the Agreement, subject to adjustment of this Contract Time as provided in the Contract Documents.

**§ 3.3.1.4 Claims for Additional Time**

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The Construction Manager shall be entitled to an extension of the contract time for delays or disruptions due to unusually severe weather in excess of that normally experienced at the job site only as determined from climatological data set forth in this subsection. The Construction Manager shall bear the entire economic risk of all weather delays and disruptions, and shall not be entitled to any increase in the Guaranteed Maximum Price by reason of such delays or disruptions. Rainy days shall not be considered an abnormal or adverse weather condition for which an extension of time will be granted unless and except in those months during which the actual cumulative number of rainy days within the month exceed the historical average cumulative number of rainy days for said month, provided that the rainfall prevented the execution of major items of work on normal working days. A rain day is defined as a day when rainfall exceeds one-tenth (.1) inch during a twenty-four (24) hour period. The historical number of Weather Days per calendar month is as follows, based upon regional weather data from the National Weather Service and/or NOAA:

Average Weather Days per Month

| Jan. | Feb. | Mar. | Apr. | May | Jun. | Jul. | Aug. | Sept. | Oct. | Nov. | Dec. |
|---|---|---|---|---|---|---|---|---|---|---|---|
| (3) | (2) | (2) | (2) | (3) | (4) | (3) | (4) | (7) | (4) | (3) | (3) |

The number of rain days shown in the Rainfall Table for the first and last months of this Agreement will be prorated in determining the total number of rain days expected during the period of this Agreement. Time extensions may also be granted for any day following a period of precipitation during which muddy conditions exist and prevent performance of major items of work conducted on normal working days, which muddy conditions are subject to confirmation by the Owner. However, the Construction Manager shall attempt to mitigate such muddy conditions to allow for the progression of the Work at no additional cost to the Owner. Provision of dewatering equipment, rock, and other mitigation measures shall be considered by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal.

Requests for an extension of time pursuant to this subsection shall be promptly submitted to the Owner. Failure to timely submit a complete notice of claim for delays and extension of time for completion due to abnormal or adverse weather conditions or rainy days pursuant to this subsection shall result in the denial of a request for extra time for performance under the Contract Documents.

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**§ 4.1.2** Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. ~~After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201–2017 Section 2.2.~~

**PAGE 12**

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions ~~promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager~~. The authority of the Owner's representative may be restricted or limited because of the Owner's status as a governmental entity that must act by and through its city commission. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

The Owner ~~shall retain~~has retained an Architect to provide services, duties and responsibilities ~~as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any~~and additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. ~~The~~Upon request by the Construction Manager, the Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect~~, and any further modifications to the Architect's scope of services in the agreement~~.

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~~**§ 5.1.2** The hourly billing rates for~~ Preconstruction ~~Phase~~phase services ~~of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.~~
~~*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*~~
~~**§ 5.1.2.1** Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.~~
~~**§ 5.1.3** If the Preconstruction Phase services covered by this Agreement have not been completed within ( ) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.~~will be compensated by the Owner in accordance with billing procedures herein, not to exceed fifty thousand dollars ($50,000.00).

~~**§ 5.2.2** Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.~~
~~*(Insert rate of monthly or annual interest agreed upon.)*~~
~~%~~

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Subject to the timeliness and interest provisions of Texas Government Code chapter 2251, payments are due and payable to the Construction Manager 30 days following the certification of an application for payment by the Architect.

3.5 % of the actual Cost of the Work and less any applicable discounts, rebates, refunds, and other amounts received from the sale of surplus materials and equipment.

by written change order subject to approval of the Owner. The Construction Manager's Fee shall not be applied to markups for General Conditions, bonds, or insurance.

~~**§ 6.1.5**~~ not to exceed 10% - separately, not to exceed 5% for overhead and 5% for profit.

**§ 6.1.5** Rental rates for Construction Manager-owned equipment shall not exceed one hundred percent (-100%) of the standard rental rate paid at the place of the Project.

Construction Manager and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Section 1.1.4.3, plus any extensions thereof allowed in accordance with the Contract Documents. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Construction Manager agree that as liquidated damages for delay (but not as a penalty), Construction Manager shall pay Owner **Written Amount Dollars ($2500.00)** per calendar day for each day that expires after the time specified in section 1.1.4.3 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Construction Manager shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Construction Manager shall pay Owner **Written Amount Dollars ($2500 .00)** per calendar day for each day that expires after the time specified in section 1.1.4.4 for completion and readiness for final payment until the Work is completed and ready for final payment.

**Special Damages**

A. In addition to the amount provided for in liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for additional architectural services, engineering, construction observation, inspection, and administrative services needed after the

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time specified in section 1.1.4.3 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

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B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for additional architectural services, engineering, construction observation, inspection, and administrative services needed after the time specified in section 1.1.4.4 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment

C. The remedies contained in this Article 6 are not exclusive and shall be cumulative to other remedies provided to the Owner in the event of default or breach by the Contractor.

**§ 6.2.1** In the event of final "buy out" transactions, agreements by the Construction Manager with a subcontractor for the subcontractor's cost of its portion of the Work, or other savings due to early completion or value engineering after execution of the Guaranteed Maximum Price addendum, then such savings shall be shared with the Owner in the following percentages: 75 % to Owner, 25 % to Construction Manager. Said savings shall be memorialized by appropriate change order. Documentation regarding such "buy out" transactions/agreements shall be subject to the Owner's audit and inspection rights set forth in §13.6 of AIA201-2017, General Conditions of the Contract for Construction, as amended.

**§ 6.3.3** Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. ~~Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.~~

**§ 6.3.5** ~~If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly~~No change in the Work, whether by way of alteration or addition to the Work, shall be the basis of an addition to the Guaranteed Maximum Price or a change in the Contract Time unless and until such alteration or addition has been authorized by a change order executed and issued in accordance with and in strict compliance with the requirements of the Contract Documents. This requirement is of the essence of the Contract Documents. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that the Owner has been unjustly enriched by any alteration or addition to the Work, whether there is in fact any such unjust enrichment, shall be the basis for any claim to an increase in the Guaranteed Maximum Price or change in the Contract Time..

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**§ 7.1.2** Amounts due for self-performed work shall include in the Cost of the Work a lump-sum cost for work competitively bid and awarded in accordance with the terms of this Agreement. For such scopes, the Construction Manager may not exceed five percent (5%) overhead and five percent (5%) profit in the lump sum amount.

**§ 7.1.3** For any self-performance of minor work that is not subject to competitive bidding, Section 7.2 will control.

**§ 7.1.4** Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

**§ 7.1.3~~5~~** Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

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**§ 7.2.4** Costs paid or incurred by the Construction Manager~~, as required by law or collective bargaining agreements, for~~ for payroll taxes, insurance, ~~contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements,~~and customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3, and provided that such costs are directly attributable to work performed on this Project only and provided further that such costs do not exceed twenty-five percent (25%) of such wages and salaries.

**§ 7.4.2** Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the ~~Owner's~~Construction Manager's property at the completion of the Work ~~or, at~~and the ~~Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales~~actual costs of such excess materials as was originally billed to the Owner shall be credited to the Owner as a deduction from the Cost of the Work.

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~~**§ 7.6.1.1** Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.~~

~~**§ 7.6.1.2** Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.~~

~~**§ 7.6.2** Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.~~

~~**§ 7.6.3**~~

**§ 7.6.2** Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

**§ 7.6.43** Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

~~**§ 7.6.5** Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.~~

~~**§ 7.6.5.1** The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.~~

~~**§ 7.6.6** Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.~~

~~**§ 7.6.7** Costs of document reproductions and delivery charges.~~

~~**§ 7.6.8** Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.~~

~~**§ 7.6.9** Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.~~

~~**§ 7.6.10** Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.~~

~~**§ 7.6.11** That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.~~

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**§ 7.7.1** Other costs incurred in the performance of the Work, with the Owner's prior written approval.

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**§ 7.7.3** Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, Subcontractors, or suppliers and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

**§ 7.8.1** For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten (10%) percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

**.2** Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor~~, unless the Owner has provided prior approval~~;

**.8** Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; ~~and~~

**.9** Costs for services incurred during the Preconstruction Phase~~.~~;

**.10** Construction Manager's fee on all self-performing scopes of work competitively bid and awarded to the Construction Manager; and

**.11** Legal, mediation and arbitration costs, including attorneys' fees.

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**§ 8.3** Costs from the inspection service or testing lab that are incurred as a result of the failure of the Construction Manager to make the Work ready for an inspection or test scheduled by the Construction Manager if notice of cancellation is not provided shall be credited to the Owner as a deduction from the Cost of the Work.

**§8.4** Costs from the inspection service or testing lab that are incurred as a result of the failure of the Work to pass an inspection or test shall be credited to the Owner as a deduction from the Cost of the Work.

**§ 9.1** ~~Those~~All portions of the Work ~~that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed~~, other than minor work, a shall be performed by trade contractors or subcontractors under subcontracts or other appropriate agreements with the Construction Manager~~. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection~~

, or self-performed by the Construction Manager. For each major scope of work, the performing contractor shall be selected using competitive bids or competitive sealed proposals. The Construction Manager shall include specific

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notices of the following statutory requirements in the information to bidders:

**.1** The successful bidder's responsibility to provide workers' compensation insurance in accordance with Texas Labor Code Chapter 406;

**.2** The successful bidder's responsibility to pay prevailing wages pursuant to Texas Government Code Chapter 2258; and,

**.3** A notice of the sales tax exemption for the project and the procedure for obtaining any required exemption verification or certificates.

**§ 9.1.1** The information required with publication in paragraph 9.1 is not exclusive. The Construction Manager may include other information in such notices at its discretion or as may be required by law.

**§9.1.2** On all portions of the Work for which the Construction Manager does not submit a bid or proposal, the Construction Manager and the Owner shall receive and open all bids or proposals in a manner compliant with chapter 2269 of the Texas Government Code. On any portion of the Work for which the Construction Manager submits a bid or proposal, the Owner shall receive and open the bids or proposals, in accordance with chapter 2269 of the Texas Government Code. After opening the bids or proposals, the Owner may meet with the Construction Manager to evaluate and rank the bidders or offerors. All bids or proposals shall be made public within seven (7) days after the date of final selection.

**§ 9.1.1~~3~~** When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

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**§ 9.3** The Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law and in accordance with the Owner's record retention requirements.

**§ 11.1.3** ~~Provided that an~~The Owner will pay an approved Application for Payment ~~is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the day of the month. If an~~within thirty (30) days after the date such approved Application for Payment is received by the ~~Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ( ) days after the Architect receives the Application for Payment. *(Federal, state or local laws may require payment within a certain period of time.)*~~Owner from the Architect. Notwithstanding the foregoing, the Owner shall not be required to pay any disputed amounts that the Owner believes were erroneously approved by the Architect. Timeliness and interest of payments shall be governed by Texas Government Code chapter 2251.

**§ 11.1.5** Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire

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Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee. Construction Manager shall use AIA Document G702 for Application and Certificate for Payments and shall use AIA Document G703 for necessary continuation sheets related to AIA Document G702, or shall use such documents in a similar format approved by the Owner.

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**.4** For Work performed or defects discovered since the last payment application, any amount for which the ~~Architect~~Owner may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;

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**~~§ 11.1.8.3~~**Retainage shall remain at five percent (5%) until Final Completion. The Owner, in its sole discretion, may reduce retainage below five percent (5%) after Substantial Completion of the Work or completion and acceptance of a discrete portion of the Work, provided that the Construction Manager has satisfied all contractual requirements for that portion, including submission of lien waivers and payment affidavits. No reduction of retainage shall occur without the Owner's prior written approval.

**§ 11.1.8.3** Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

~~**§ 11.1.9** If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.~~

**~~§ 11.1.10~~ 11.1.9** Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

**§ 11.1.~~11~~10** The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

**§ 11.1.~~12~~11** In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

**§11.1.12** In conjunction with any application for payment submitted by the Construction Manager, the Construction Manager shall comply with the release, lien waiver and other documentation requirements set forth in, but not limited to, AIA Document A201-2017, §9.4 and §9.11.2.

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**§ 11.2.2** Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner ~~shall~~may conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

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**§ 11.2.2.2** Within seven (7) days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

**§ 11.2.3** The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment~~, or as follows:~~and in accordance with Texas Government Code chapter 2251.

§ **11.3 ~~Interest~~2.5** The Contract shall not have been fully performed until all Work required by the Construction Documents has been performed and the Construction Manager provides the following to the Owner:

~~Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~

~~*(Insert rate of interest agreed upon, if any.)*~~

~~%~~

~~ARTICLE 12 DISPUTE RESOLUTION~~

**.1** record or as-built drawings executed or complete in both ".dwg" and ".tiff" formats;

**.2** executed or complete certificates of documents evidencing warranties and owner-operators manuals;

**.3** all documents evidencing required testing, inspection, verification, certificate of occupancy and other engineering or consulting services required under the construction contract;

**.4** insuring agreements and bonds covering all periods of construction and any subsequent periods required under the contract;

**.5** lien releases and signed affidavits of final payment from all subcontractors; and

**.6** one copy of each item in this section in electronic format.

## ARTICLE 12 DISPUTE RESOLUTION

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**§ 12.1.2** The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services~~, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker~~.

~~*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*~~

[ X ] Litigation in a court of competent jurisdiction in Cameron County, Texas.

**§ 13.1.1** If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager~~, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner~~.

**§ 13.1.2** In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed ~~prior to receipt of a notice of termination~~, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under

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this Section exceed the compensation set forth in Section 5.1.

**§ 13.1.3** ~~Prior~~At any time prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause~~, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017~~.

**§ 13.1.4** In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be ~~equitably~~ compensated for Preconstruction Phase services and Work performed ~~prior to receipt of a notice of termination~~in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

**.2** Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 ~~or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion~~; and

~~**§ 13.1.6** The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.~~

**PAGE 24**

~~**§ 13.1.6.1** If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.~~

Following execution by both parties of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement, with or without cause, at any time. The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

**.2** Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 ~~or, if the Construction Manager' Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion~~;

**.4** Subtract the costs and damages incurred, or to be incurred, by the Owner ~~under Article 14 of AIA Document A201–2017~~.

**§ 13.2.3 Termination ~~by the Owner~~ for Convenience**

~~If~~**§ 13.2.3.1** In the ~~Owner terminates the Contract for~~event such termination is for the convenience ~~in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:~~of the Owner, the Construction Manager shall be compensated for reasonable costs incurred prior to notice of termination, profits on only that portion of the work actually performed prior to termination, and

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reasonable demobilization costs.

~~*(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)*~~

**§ 13.2.3.2** Following execution by both parties of the Guaranteed Maximum Price Amendment, if the Project work is stopped for a period of ninety (90) days through no act or fault of the Construction Manager, then the Construction Manager may, upon ten (10) additional days' written notice to the Owner, terminate this agreement and recover from the Owner payment for all work actually performed, for any loss sustained upon any materials, equipment, tools, equipment, and machinery, and profits on only that portion of the work actually performed prior to termination. If the cause of the work stoppage is removed prior to the end of the ten-day notice period, the Construction Manager may not terminate this Agreement.

**PAGE 25**

~~**§ 14.3.1 Preconstruction Phase**~~

~~The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.~~

~~**§ 14.3.1.1** Commercial General Liability with policy limits of not less than ($ ) for each occurrence and ($ ) in the aggregate for bodily injury and property damage.~~

~~**§ 14.3.1.2** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than ($ ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.~~

~~**§ 14.3.1.3** The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.~~

~~**§ 14.3.1.4** Workers' Compensation at statutory limits and Employers Liability with policy limits not less than ($ ) each accident, ($ ) each employee, and ($ ) policy limit.~~

~~**§ 14.3.1.5** Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than ($ ) per claim and ($ ) in the aggregate.~~

~~**§ 14.3.1.6 Other Insurance**~~

~~*(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)*~~

~~**§ 14.3.1.7 Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.~~

~~**§ 14.3.1.8** The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.~~

~~**§ 14.3.2 Construction Phase**~~

~~After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.~~

~~**§ 14.3.2.1** The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.~~

~~**§ 14.4** Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:~~

~~*(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*~~For all phases of the Project, the Construction Manager

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shall purchase and maintain insurance as set forth in the Owner's Insurance Requirements of Contractor attached as Exhibit A to the General Conditions, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201–2017, as amended.

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**§ 14.5** ~~Other provisions:~~**Statutory Disclaimers**

**§14.5.1 Prohibition on Contracts with Companies Boycotting Israel**

A. The Construction Manager hereby verifies that it and its parent company, wholly-or majority owned subsidiaries, and other affiliates, if any, does not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement as described in Chapter 2271 of the Texas Government Code, as amended. The foregoing verification is made solely to comply with Chapter 2271.002 of the Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal and State law. As used in the foregoing verification, "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. The Construction Manager understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Construction Manager and exists to make a profit.

-

**§14.5.2 Contracts with Companies Engaged in Business with Iran, Sudan or Foreign Terrorist Organizations Prohibited**

A. The Construction Manager represents that neither it nor any of its parent company, wholly-or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, as amended, and posted on any of the following pages of such officer's internet website: https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf, https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or https://comptroller.texas.gov/purchasing/docs/fto-list.pdf.

-

B. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal or State law and excludes the Construction Manager and each of its parent company, wholly-or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Construction Manager understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Construction Manager and exists to make a profit.

-

**§14.5.3 Prohibition on Contracts with Companies in China, Iran, North Korea, or Russia**

A. To the extent this Agreement relates to critical infrastructure in the State of Texas, the Construction Manager represents the following:

-

1. it is not owned by or the majority of stock or other ownership interest in the Construction Manager is not held or controlled by:

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a. individuals who are citizens of China, Iran, North Korea, Russia, or a country designated by the Governor of Texas as a threat to critical infrastructure under Section 2275.0103 of the Texas Government Code, as amended ("designated country"); or

-

b. a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or

-

2. it is not headquartered in China, Iran, North Korea, Russia, or a designated country.

-

B. The foregoing representation is made solely to comply with Chapter 2275 of the Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal or State law. As used in the foregoing verification, "critical infrastructure" means a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility.

-

**§14.5.4 Prohibition on Contracts with Companies Boycotting Energy Companies**

**PAGE 27**

A. The Construction Manager hereby verifies that it and its parent company, wholly-or majority owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, to the extent this Agreement is a contract for goods or services, will not boycott energy companies during the term of this Agreement as described in Chapter 2276 of the Texas Government Code, as amended.

-

B. The foregoing verification is made solely to comply with Section 2276.002 of the Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal and State law. As used in the foregoing verification, "boycott energy companies" has the meaning used in Section 809.001 of the Texas Government Code, as amended. The Construction Manager understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Construction Manager and exists to make a profit.

-

**§14.5.5 Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries**

A. The Construction Manager hereby verifies that it and its parent company, wholly-or majority owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and, to the extent this Agreement is a contract for goods or services, will not discriminate against a firearm entity or firearm trade association during the term of this Agreement as described in Chapter 2274 of the Texas Government Code, as amended.

-

B. The foregoing verification is made solely to comply with Section 2274.002 of the Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal and State law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning used in Section 2274.001(3) of the Texas Government Code, as amended. The Construction Manager understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Construction

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Manager and exists to make a profit.

**.3** AIA Document ~~A133™–2019, Exhibit B, Insurance and Bonds~~A201™–2017, General Conditions of the Contract for Construction,

**.4** ~~AIA Document A201™–2017,~~Exhibit A to the General Conditions ~~of the Contract for Construction~~, Owner's Insurance Requirements of Contractor

~~*(Check all boxes that apply.)*~~

~~[ ] AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:~~

~~*(Insert the date of the E234-2019 incorporated into this Agreement.)*~~

~~[ ] Supplementary and other Conditions of the Contract:~~

~~**.7** Other documents, if any, listed below:~~

~~*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*~~

~~This Agreement is entered into as of the day and year first written above.~~

This Agreement is entered into as of the day and year first written above.

**Variable Information**

**PAGE 1**

**AGREEMENT** made as of the 12th day of November in the year 2025

City of Brownsville, Texas

1001 E Elizabeth Street
Brownsville, Texas 78520

Noble Texas Builders, LLC

108 South Main Street

La Feria, Texas, 78559

Brownsville Public Safety Complex

Located on the south side of FM 511, approximately one mile east of Old Alice Road, Brownsville, Texas.

A ~99,980 square foot multi-facility complex consolidating the Brownsville Police Department Headquarters, Brownsville Fire Department Administration, the Emergency Operations Center (EOC), a modern jail facility, Information Technology infrastructure, and a fully integrated dispatch center. The site will include secured parking for ~303 private vehicles, public parking for 84 vehicles, associated roadways, utilities, sidewalks, landscaping, detention pond improvements, and integrated public safety IT systems (structured cabling, network switching, server rooms, security systems, and wireless infrastructure).

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Megamorphosis, Inc.

324 West Van Buren Ave

Harlingen, Texas 78550

**PAGE 3**

The Brownsville Public Safety Complex will be located on the south side of FM 511, approximately one mile east of Old Alice Road. The facility will span approximately 99,980 square feet and will centralize critical public safety functions, including an Emergency Operations Center, the Brownsville Police Department, Brownsville Fire Department Administration offices, and essential Information Technology infrastructure and offices. The project will include a modern jail facility and a fully integrated dispatch center. The project site will feature a secure perimeter with parking accommodations for approximately 303 private vehicles and an additional 83 spaces for public use. The site work will also include the construction of new roadways, driveways, sidewalks, utilities, earthwork, landscaping, and upgrades to the existing detention ponds to support sustainable stormwater management.

$75,000,000

Second quarter of 2026

First quarter of 2028

Anticipated phasing for scheduling:

Phase 3: 2nd Quater 2026 Break Ground Facility.

Estimated Completion 1st Quater 2028

None

**PAGE 4**

~~§ 1.1.9~~ Doroteo Garcia Jr, Assistant City Manager 956-466-8210

Kimberly Salinas, Capital Improvements Project Manager: OBJ

Carlos Lastra, City Engineer

Juan Pablo Villareal, Internal Services

~~§ 1.1.10~~ Megamorphosis Design (Design) – contact info TBD

720 Design (Design) – contact info TBD

City of Brownsville IT Department – contact info TBD

Brownsville Police Department – contact info TBD

Brownsville Fire Department – contact info TBD

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Brownsville Emergency Management Department – contact info TBD

Brownsville Engineering and Public Works Department – contact info TBD

Terracon , 1506 Mid Cities Dr. Pharr, TX 78577 956-283-8254

Halff , 1075 Paredes Line Road, Suite B, Brownsville Tx 78521 956-303-7100

**PAGE 5**

Jesse Miller

324 West Van Buren Avenue

Harlingen, Texas 78550

Juan Delgado, Vice President

108 South Main Street

La Feria, Texas, 78559

Email: Juan.Delgado@nobletx.com

~~§ 1.1.13~~ Phone Number: (956)535-3965

(Authorized to coordinate responses, provide clarifications, and execute binding agreements on behalf of Noble Texas Builders.)

Noble Texas Builders shall provide a staffing plan with named key personnel (Project Executive, Project Manager, Superintendent, Safety, Quality, MEP/Tech) and identify BIM/clash-detection lead. Staffing must support estimating, scheduling, constructability, value engineering, and security/IT integration; City may approve/reject key personnel changes.

Noble Texas Builders shall publicly advertise and solicit bids/proposals from trade contractors for all major scopes; if self-performing any portion, CMAR must submit a sealed bid/proposal in the same manner as other subcontractors. All solicitations, evaluation criteria, recommended awards, and any self-perform decisions require City review and prior written approval and must comply with Texas Gov't Code §2269.255.

**PAGE 13**

3.5 % of the actual Cost of the Work and less any applicable discounts, rebates, refunds, and other amounts received from the sale of surplus materials and equipment.

by written change order subject to approval of the Owner. The Construction Manager's Fee shall not be applied to markups for General Conditions, bonds, or insurance.

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5%

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• Premiums for performance and payment bonds,

• Premiums for insurance required under the Contract,

• City-approved permit fees.

All other line items, including General Conditions, shall be subject to retainage unless expressly approved otherwise in writing by the Owner.

~~§ 11.1.8.3~~Retainage shall remain at five percent (5%) until Final Completion. The Owner, in its sole discretion, may reduce retainage below five percent (5%) after Substantial Completion of the Work or completion and acceptance of a discrete portion of the Work, provided that the Construction Manager has satisfied all contractual requirements for that portion, including submission of lien waivers and payment affidavits. No reduction of retainage shall occur without the Owner's prior written approval.

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[ X ] Litigation in a court of competent jurisdiction in Cameron County, Texas.

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# *Certification of Document's Authenticity*

*AIA® Document D401™ – 2003*

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:15:53 CST on 11/12/2025 under Order No. 20250153111 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ - 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, other than those additions and deletions shown in the associated Additions and Deletions Report.

Guillermo (Will) S. Trevino

*(Signed)*

City Attorney

*(Title)*

2025-11-19

*(Dated)*

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# CERTIFICATE *of* SIGNATURE

REF. NUMBER
QVHUD-EMBRA-8VIRK-SJMMT

DOCUMENT COMPLETED BY ALL PARTIES ON
18 NOV 2025 04:16:54
UTC

| SIGNER | TIMESTAMP | SIGNATURE |
|---|---|---|
| **JUAN DELGADO**<br>EMAIL<br>JUAN.DELGADO@NOBLETX.COM | SENT<br>14 NOV 2025 16:13:08<br>VIEWED<br>14 NOV 2025 16:14:40<br>SIGNED<br>14 NOV 2025 18:06:38 |  <br>IP ADDRESS<br>68.153.62.4<br>LOCATION<br>PHARR, UNITED STATES |
| **RECIPIENT VERIFICATION** | EMAIL VERIFIED<br>14 NOV 2025 16:14:40 | |
| **HELEN RAMIREZ**<br>EMAIL<br>HELEN.RAMIREZ@BROWNSVILLETX.GOV | SENT<br>14 NOV 2025 16:13:08<br>VIEWED<br>18 NOV 2025 03:53:12<br>SIGNED<br>18 NOV 2025 04:16:54 |  <br>IP ADDRESS<br>173.172.39.45<br>LOCATION<br>BROWNSVILLE, UNITED STATES |
| **RECIPIENT VERIFICATION** | EMAIL VERIFIED<br>18 NOV 2025 03:53:12 | |

# AIA® Document A201® – 2017

## *General Conditions of the Contract for Construction*

**for the following PROJECT:**
*(Name and location or address)*

Brownsville Public Safety Complex

**THE OWNER:**
*(Name, legal status and address)*

City of Brownsville, Texas
1001 E. Elizabeth Street
Brownsville, Texas 78520

**THE ARCHITECT:**
*(Name, legal status and address)*

Megamorphosis, Inc.
324 West Van Buren Ave
Harlingen, Texas 78550

**ADDITIONS AND DELETIONS:**
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™–2017, Guide for Supplementary Conditions.

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2 OWNER

3 CONTRACTOR

4 ARCHITECT

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7 CHANGES IN THE WORK

8 TIME

9 PAYMENTS AND COMPLETION

10 PROTECTION OF PERSONS AND PROPERTY

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12 UNCOVERING AND CORRECTION OF WORK



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15 CLAIMS AND DISPUTES

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## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 Basic Definitions

#### § 1.1.1 The Contract Documents

The Contract Documents are enumerated in the AIA A133-2019 Standard Form of Agreement between the Owner and Construction Manager as Constructor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Performance and Payment bonds, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

#### § 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor

#### § 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

#### § 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

#### § 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

#### § 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

#### § 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

#### § 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

### § 1.2 Correlation and Intent of the Contract Documents

**§ 1.2.1** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by

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one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

**§ 1.2.1.1** The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

**§ 1.2.2** Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

**§ 1.2.3** Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

**§ 1.2.4** In the event of a conflict between the provisions of any of the Contract Documents, the terms shall be interpreted in the following order of controlling authority:

1. The Agreement
1. General Conditions
1. Specifications & Drawings

Should the Specifications and Drawings conflict, proposals, submittals, and performance shall be based on the most expensive combination of quality and quantity of work indicated. Any conflicts not resolved by a quality and quantity determination, or conflicts involving priority of controlling authority of the Contract Documents shall be determined by the Initial Decision Maker.

### § 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

### § 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

### § 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

**§ 1.5.1** The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Owner's reserved rights.

**§ 1.5.2** The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

### § 1.6 Notice

**§ 1.6.1** Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice. Written notice sent or transmitted by electronic mail or facsimile must be actually received to be considered delivered and to comply with notice requirements herein. Transmission alone by electronic mail or facsimile does not constitute delivery.

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**§ 1.6.2** Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

### § 1.7 Digital Data Use and Transmission

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

## ARTICLE 2 OWNER

### § 2.1 General

**§ 2.1.1** The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

**§ 2.1.2** The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

### § 2.2 Evidence of the Owner's Financial Arrangements

**§ 2.2.1** Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract.

### § 2.3 Information and Services Required of the Owner

**§ 2.3.1** Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

**§ 2.3.2** The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

**§ 2.3.3** If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

**§ 2.3.4** The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

**§ 2.3.5** The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

**§ 2.3.6** Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

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### § 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

### § 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Owner may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and costspaid to the Architect and other professionals' or consultants' services made necessary by such default, neglect, or failure. If current and future payments are insufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

## ARTICLE 3 CONTRACTOR

### § 3.1 General

**§ 3.1.1** The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

**§ 3.1.2** The Contractor shall perform the Work in accordance with the Contract Documents.

**§ 3.1.3** The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor. The Contractor waives any rights, claims, or causes of action against Owner as a result of activities or duties of the Architect in the Architect's administration of the Contract or representations made by the Architect in the Instrument of Service.

### § 3.2 Review of Contract Documents and Field Conditions by Contractor

**§ 3.2.1** Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

**§ 3.2.2** Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

**§ 3.2.3** The Contractor shall take field measurements and verify field conditions and must carefully compare such field measurements and conditions and other information known to the Contractor within the Contract Documents before ordering any material or performing any Work.

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**§3.2.4** The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

**§ 3.2.5** If the Contractor believes that any portion of the Contract Documents do not comply with applicable laws, statutes, ordinances, buildings codes, rules and regulations, or any orders by code enforcement officials or the Owner or its designees acting in the capacity of building code inspectors or Referenced Standards, the Contractor must promptly notify the Owner and the Architect of the non-compliance as provided in Section 3.2.7 and request direction before proceeding with the affected Work.

**§ 3.2.6** If the Contractor performs any Work involving an apparent error, inconsistency, ambiguity, construction impracticality, omission or code violation in the Contract Documents of which the Contractor is aware, or which could reasonably have been discovered by the review required by Section 3.2.1 through 3.2.5, without prompt written notice to the Owner and the Architect and request for correction, clarification or additional information, as appropriate, the Contractor does so at its own risk and expense and all claims relating thereafter are specifically waived.

**§ 3.2.7** If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to section 3.2, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 to 3.2.4, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

### § 3.3 Supervision and Construction Procedures

**§ 3.3.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

**§ 3.3.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

**§ 3.3.3** The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

### § 3.4 Labor and Materials

**§ 3.4.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

**§ 3.4.2** Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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**§ 3.4.3** For any such substitutions, the contractor warrants that modifications suggested by the Contractor will give satisfactory results.

**§ 3.4.4** For any such substitutions, the Contractor warrants that substitutions will be equal or superior to the specified items or method unless the Contractor specifically lists shortcomings in its request for making substitution.

**§ 3.4.5** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

### § 3.5 Warranty

**§ 3.5.1** The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract 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.

**§ 3.5.2** The Contractor warrants and guarantees for one (1) year from Final Completion as defined by Section 9.11.1 as the date of issuance of the Architect's final Certificate for Payment, or for a longer period if expressly stated in the Contract Documents, the Work. This includes a Warranty and Guarantee against any and all defects. The Contractor must correct any and all defects in material and/or workmanship which may appear during the Warranty and Guarantee period, or any defects that occur within one (1) year of Final Completion, by repairing (or replacing with new items or new materials, if necessary) any such defect at no cost to the Owner, within a reasonable period of time, and to the Owner's satisfaction.

**§ 3.5.3** The Contractor's general warranty and any additional or special warranties are not limited by the Contractor's obligations to specifically correct defective or nonconforming Work as provided in Article 12, nor are they limited by any other remedies provided in the Contract Documents. The Contractor shall also be liable for any damage to property or persons (including death) including direct and consequential damages relating to any breach of the Contractor's general warranty or any additional or special warranties required by the Contract Documents.

**§ 3.5.4** The Contractor must furnish all special warranties required by the Contract Documents to the Owner no later than Final Completion. The Owner may require additional special warranties in connection with the approval of "Or-Equals" or Substitutions, Allowance items, Work which is defective or nonconforming, or the acceptance of nonconforming Work pursuant to Article 12.

**§ 3.5.5** All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

### § 3.6 Taxes

**§ 3.6.1** The Owner enjoys tax exempt status as a municipality. To enjoy the cost-saving benefits of its tax exempt status, the Owner will provide a Tax Exemption Certificate to the Contractor for use on the Project. The Contractor shall use that certificate to exempt any purchases made for the Work from taxes. All savings from the tax exempt status will be passed on to the Owner by the Contractor. The Contractor agrees to bind all Subcontractors of any tier to the obligation to present and use the Tax Exemption Certificate and pass all savings to the Owner.

**§ 3.6.2** The Contractor will require all Subcontractors and bidders to provide cost information for materials separate from other costs for labor, profit, overhead, etc. to allow the Owner to verify that no taxes are to be paid on material procurements and that such savings shall be passed on to the Owner.

**§ 3.6.3** The Contractor will maintain records, invoices, receipts, or other accounting data regarding material purchases and will allow, upon written request of the Owner and within a reasonable time-frame after receipt of such

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request, the Owner to audit such records to verify tax savings. If an audit reveals taxes paid or savings not transferred to the Owner, the Contractor will be liable to the Owner for those amounts and the Owner may back-charge the Contractor for those amounts if a balance of funds due and payable remains at the time of such discovery.

.1 The Contractor will require all Subcontractors of any tier maintain all records, invoices, receipts, or other accounting data regarding material purchases. The Contractor will collect such records with each application for payment it receives from its Subcontractors and shall maintain such records in the same manner and location as the Contractor's records.

.2 The Contractor will ensure its Subcontractors and any lower-tier Subcontractors include these obligations in their contracts and bind themselves in the same manner as Contractor is bound to the Owner.

**§ 3.6.4** Subject to the terms above, the Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

### § 3.7 Permits, Fees, Notices and Compliance with Laws

**§ 3.7.1** Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

**§ 3.7.2** The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

**§ 3.7.3** If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

### § 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

**§ 3.7.5** If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

### § 3.8 Allowances

**§ 3.8.1** The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has

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reasonable objection.

**§ 3.8.2** Unless otherwise provided in the Contract Documents,

**.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

**.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

**.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

**§ 3.8.3** Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

### § 3.9 Superintendent

**§ 3.9.1** The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

**§ 3.9.2** The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

**§ 3.9.3** The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

### § 3.10 Contractor's Construction and Submittal Schedules

**§ 3.10.1** The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression and expeditious and practicable execution of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. Thereafter, the Contractor shall prepare and update the construction schedule on a monthly basis, if not more frequently at the Contractor's discretion, to be submitted to the Owner with each Application for Payment.

**§ 3.10.2** The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

**§ 3.10.3** The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

### § 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including current construction schedule, Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings,

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Product Data, Samples, and similar required submittals. The Contractor shall display a current Construction Schedule at the site for reference and reliance by the Owner and Architect. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

### § 3.12 Shop Drawings, Product Data and Samples

**§ 3.12.1** Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

**§ 3.12.2** Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

**§ 3.12.3** Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

**§ 3.12.4** Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

**§ 3.12.5** The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

**§ 3.12.6** By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

**§ 3.12.7** The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect. Should the Contractor perform portions of the Work in contravention of this section, any costs and time associated with the correction, removal, or repair of said Work shall be borne solely by the Contractor.

**§ 3.12.8** The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

**§ 3.12.9** The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

**§ 3.12.10** The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's

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responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

**§ 3.12.10.1** If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

**§ 3.12.10.2** If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

### § 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

**§ 3.13.1** Contractor, for itself and its subcontractors, acknowledges that the construction premises are restricted and that access is affected by the security at the Project, location of the Project, the Facilities surrounding the Project, and by other construction either presently being performed or proposed to be performed during the performance of this Contract. Contractor, for itself and its subcontractors, further acknowledges that such limitations in space and accessibility have been taken into account in the Contractor's proposal and Contractor waives any claims for additional time or money associated with any such limitations.

### § 3.14 Cutting and Patching

**§ 3.14.1** The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

**§ 3.14.2** The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

### § 3.15 Cleaning Up

**§ 3.15.1** The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

**§ 3.15.2** If the Contractor fails to clean up as provided in the Contract Documents and with five (5) days written notice from the Owner, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

### § 3.16 Access to Work

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The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

### § 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

### § 3.18 Indemnification

**§ 3.18.1** TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE OWNER, OWNER'S CONSULTANTS, AND AGENTS AND EMPLOYEES OF ANY OF THEM FROM AND AGAINST CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM PERFORMANCE OF THE WORK.

FOR ANY SUCH CLAIM, DAMAGE, LOSS, OR EXPENSE THAT IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY , CONTRACOTR'S INDEMNITY OBLIGATION APPLIES ONLY IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE. SUCH OBLIGATION SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE, OR REDUCE OTHER RIGHTS OR OBLIGATIONS OF INDEMNITY THAT WOULD OTHERWISE EXIST AS TO A PARTY OR PERSON DESCRIBED IN THIS SECTION 3.18.

**§ 3.18.2** IN CLAIMS AGAINST ANY PERSON OR ENTITY INDEMNIFIED UNDER THIS SECTION 3.18 BY AN EMPLOYEE OF THE CONTRACTOR, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION UNDER SECTION 3.18.1 SHALL NOT BE LIMITED BY A LIMITATION ON AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR A SUBCONTRACTOR UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS.

## ARTICLE 4 ARCHITECT

### § 4.1 General

**§ 4.1.1** The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

**§ 4.1.2** Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

### § 4.2 Administration of the Contract

**§ 4.2.1** The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

**§ 4.2.2** The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the

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safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Architect's or Architect's representative's presence at the Project site shall not imply concurrent approval of the Work. The Contractor shall call specific items to the Architect's attention in writing if it wishes to obtain the Architect's opinion.

**§ 4.2.3** On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

**§ 4.2.4 Communications**

The Owner and Contractor shall endeavor to include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner, at its discretion, may notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. The Contractor shall include the Owner on all communicates with the Architect. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

**§ 4.2.5** Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

**§ 4.2.6** The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 4.2.7** The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 4.2.8** The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

**§ 4.2.9** The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

**§ 4.2.10** If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist

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in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

**§ 4.2.11** The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 4.2.12** Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

**§ 4.2.13** The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

**§ 4.2.14** The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 Definitions

**§ 5.1.1** A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

**§ 5.1.2** A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

### § 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

**§ 5.2.1** Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

**§ 5.2.2** The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

**§ 5.2.3** If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

**§ 5.2.4** The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

### § 5.3 Subcontractual Relations

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By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

### § 5.4 Contingent Assignment of Subcontracts

**§ 5.4.1** Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

**.1** assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

**.2** assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

**§ 5.4.2** Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

**§ 5.4.3** Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

## ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

### § 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

**§ 6.1.1** The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

**§ 6.1.2** When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

**§ 6.1.3** The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

**§ 6.1.4** Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

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### § 6.2 Mutual Responsibility

**§ 6.2.1** The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

**§ 6.2.2** If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not then reasonably discovered.

**§ 6.2.3** The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

**§ 6.2.4** The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

**§ 6.2.5** The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

### § 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 General

**§ 7.1.1** Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

**§ 7.1.2** A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

**§ 7.1.3** Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

**§ 7.1.4** No Work, or portion of the Work, performed by the Contractor in excess or deviation from the Contract Documents will be subject to adjustments in the Contract Sum or Contract Time without prior written authorization as provided in this Article.

### § 7.2 Change Orders

**§ 7.2.1** A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

**.1** The change in the Work;

**.2** The amount of the adjustment, if any, in the Contract Sum; and

**.3** The extent of the adjustment, if any, in the Contract Time.

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### § 7.3 Construction Change Directives

**§ 7.3.1** A Construction Change Directive is a written order, signed by the Owner, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

**§ 7.3.2** A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

**§ 7.3.3** If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- **.1** Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- **.2** Unit prices stated in the Contract Documents or subsequently agreed upon;
- **.3** Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- **.4** As provided in Section 7.3.4.

**§ 7.3.4** If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Owner, with assistance from the Archtect, shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Contract Documents, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- **.1** Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- **.2** Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- **.3** Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- **.4** Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- **.5** Costs of supervision and field office personnel directly attributable to the change.

**§ 7.3.5** If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

**§ 7.3.6** Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

**§ 7.3.7** A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

**§ 7.3.8** The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost and overhead on such deleted work. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

**§ 7.3.9** Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for

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those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

**§ 7.3.10** When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

### § 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

## ARTICLE 8 TIME

### § 8.1 Definitions

**§ 8.1.1** Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

**§ 8.1.2** The date of commencement of the Work is the date established in the Agreement.

**§ 8.1.3** The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

**§ 8.1.4** The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

### § 8.2 Progress and Completion

**§ 8.2.1** In all aspects of the Work, time is of the essence. Additionally, time limits stated in the Contract Documents are of the essence. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

**§ 8.2.2** The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

**§ 8.2.3** The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

**§ 8.2.4** Should the Contractor default on its obligations to make progress and complete the Work on time, as allowed in the Contract Documents, the Owner may withhold or deduct all costs and damages for compensable delay caused by the Contractor from the Contract Sum. Such costs shall include any attorney's fees, additional services fees charged by the Architect, and all other costs, expenses, and damages actually incurred by the Owner as a result of such delay.

### § 8.3 Delays and Extensions of Time

**§ 8.3.1** If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner, Architect, or a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with the Contract Documents, or other causes beyond the Contractor's control; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

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**§ 8.3.2** Claims relating to time shall be made in accordance with applicable provisions of Article 15.

**§ 8.3.3** The Contractor shall receive no financial compensation for delay or hindrance of the Work. In no event shall the Owner be liable to the Contractor for any damages arising out of or associated with any delay or hindrance to the Work, regardless of the source of the delay or hindrance. The Contractor's sole remedy for delay or hindrance shall be an extension of time.

**§ 8.3.4** The procedure for the determination of time extensions for unusually severe weather. In order for the Owner and Architect to award a time extension under this clause, the following conditions must be satisfied.

(1) The weather experienced at the Project site during the Contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the Project location during any given month.
(1) The unusually severe weather must actually cause a delay to the completion of the Project. The delay must be beyond the control and without the fault of negligence of the contractor.

**§ 8.3.5** The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the Project location and will constitute the base line for monthly weather time evaluations. The Contractor's activity durations provided in the progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORK DAYS BASED ON FIVE (5) DAY WORK WEEK

| JAN | FEB | MAR | APR | MAY | JUNE | JULY | AUG | SEPT | OCT | NOV | DEC |
|---|---|---|---|---|---|---|---|---|---|---|---|
| (3) | (3) | (3) | (4) | (6) | (5) | (3) | (3) | (5) | (6) | (4) | (2) |

**§ 8.3.6** For the duration of the Contract, the Contractor shall maintain in its daily reports an accurate and contemporaneous record of the occurrence of adverse weather and resultant impact to normally scheduled Work. Delay from adverse weather shall not qualify as a delay day unless Work on the overall Project's critical activities is prevented for 50 percent or more of the Contractor's scheduled work day. The number of actual adverse weather days shall be calculated monthly. If the number of actual adverse weather delay days in a month exceed the number of days for that month as referenced in paragraph 8.3.5 above, the Architect upon notification by the Contractor, will cover any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and a modification shall be issued in accordance with the Contract.

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 Contract Sum

**§ 9.1.1** The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

### § 9.2 PREVAILING WAGE REQUIREMENTS

**§9.2.1** Contractor shall comply with chapter 2258 of the Texas Government Code governing prevailing wage. The Contractor shall provide and pay for labor in accordance with the prevailing wage in the locality and shall not pay less than the prevailing wage. The Owner has not independently performed a wage determination in accordance with controlling state and federal statutes. Accordingly, the Contractor must utilize the wage determinations and rates published by the U.S. Department of Labor pursuant to the Davis-Bacon Act.

**§9.2.2** Certified payrolls demonstrating compliance with the prevailing wage requirements shall be maintained by the Contractor and all Subcontractors performing the Work. The Contractor is required to submit to the Owner a copy of all certified payrolls for any pay period with each Pay Application. Failure to provide certified payrolls may be grounds for withholding of funds and default as provided in article 13.

### § 9.3 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Owner and Architect before the first Application for Payment, allocating the entire

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Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Owner or Architect. This schedule, unless objected to by the Owner or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Owner and Architect with such data to substantiate its accuracy as the Owner or Architect may require. The Contractor's submission of changes to the schedule of values shall be presented independently from the Contractor's submission of its next Application for Payment.

### § 9.4 Applications for Payment

**§ 9.4.1** The Contractor must submit to the Architect an itemized Application for Payment for Work completed on a monthly basis. Each Application for Payment must be consistent with the approved Schedule of Values. The form of Application for Payment must be AIA Document G702, Application and Certificate for Payment, supported by AIA Document G703, Continuation Sheet (latest edition), or other such form as may be prescribed by the Owner. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, or other documents and shall reflect retainage.

**§ 9.4.1.1** As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

**§ 9.4.1.2** Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

**§ 9.4.2** Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site. Cost of materials stored off the construction site may be included in Contractor's request for progress payment, if the following submittals are made and conditions are met:

1. Contractor shall submit a written narrative giving location of stored materials, provisions for protection of same, and arrangements for transportation of materials to the job site.
1. Contractor shall submit separate Bills of Sale or Invoices on all materials stored off site.
1. Contractor shall submit suitable written evidence that materials stored off site are covered by insurance protection adequate to cover Owner's interests.
1. Contractor shall store materials in facilities which are suitable to protect same from loss and deterioration. Materials shall be separated from other stored materials and shall be clearly labeled as to description, OWNERSHIP and PROJECT destination. Access to stored materials shall be made convenient for inspection which will be made by Architect's representative prior to the issue of each Certificate for Payment which includes payment for materials stored off site.
1. Payment for materials stored off site shall not affect warranty period for such materials, which period shall commence upon date of final completion of the Work.

**§ 9.4.3** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

### § 9.5 Certificates for Payment

**§ 9.451** The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1)

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issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.6.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.6.1.

**§ 9.5.2** The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

### § 9.6 Decisions to Withhold Certification

**§ 9.6.1** The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a Separate Contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- **.7** repeated failure to carry out the Work in accordance with the Contract Documents.

**§ 9.6.2** When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.6.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

**§ 9.6.3** When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

**§ 9.6.4** If the Architect withholds certification for payment under Section 9.6.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

### § 9.7 Progress Payments

**§ 9.7.1** After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and

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within the time provided in the Contract Documents, and shall so notify the Architect.

**§ 9.7.2** The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

**§ 9.7.3** The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

**§ 9.7.4** The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

**§ 9.7.5** The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.7.2, 9.7.3 and 9.7.4.

**§ 9.7.6** A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

**§ 9.7.7** Payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision. However, Contractor shall comply with the provisions of the Texas Trust Fund Act, Chapter 162 of the Texas Property Code.

**§ 9.7.8** Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

### § 9.8 Failure of Payment

Failure of payment by Owner within the time limits proscribed by chapter 2251 of the Texas Government Code shall entitle the Contractor to the remedies contained in that chapter. Further, should the Owner fail to pay the Contractor any sums for which a Certificate for Payment has been issued within sixty (60) days, the Contractor may suspend performance of the Work until such payment of the amount owing has been received. A suspension under this section shall entitle the Contractor to an increase in the Contract Sum for all costs associated with the suspension provided the Contractor files a claim in accordance with Article 15 herein.

### § 9.9 Substantial Completion

**§ 9.9.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

**§ 9.9.2** When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

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**§ 9.9.3** Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

**§ 9.9.3.1** Inspections required and defined in Paragraphs 9.9.3, and 9.11.1 of the General Conditions are a component of the Architect's Basic Services. Additional inspections which result from the Contractor's failure to complete the Work of the Contract within the specified time are in addition to the Architect's Basic Services and will therefore be the responsibility of the Contractor and said costs shall be deducted by the Owner from the Contractor's Application for Payment. Costs deducted will be based on the Architect's invoices for these additional services. Costs related to additional inspections which results from the Contractor's repeated failure to correct defective or incomplete Work are the responsibility of the Contractor, costs for the additional inspections of the Architect shall be deducted by the Owner from the Contractor's Application for Payment. Costs deducted will be based on the Architect's invoices for cost of additional services and inspections.

**§ 9.9.4** When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

**§ 9.9.5** The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

### § 9.10 Partial Occupancy or Use

**§ 9.9.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

**§ 9.10.2** Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

**§ 9.10.3** Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

### § 9.11 Final Completion and Final Payment

**§ 9.11.1** Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. The

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Contractor's written notice and request for final inspection constitutes a representation by the Contractor to the Owner that the Work has been completed in full and strict accordance with terms and conditions of the Contract Documents. The Architect will promptly notify the Contractor if the Owner or Architect do not concur that the Work is finally complete. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

**§ 9.11.2** Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect:

- **.1** an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner), have been paid or otherwise satisfied;
- **.2** a release or waiver of liens on behalf of the Contractor and a similar release or waiver on behalf of each Subcontractor and supplier;
- **.3** a certificate evidencing that the Contractor's liability insurance will remain in effect after final payment and will not be cancelled or allowed to expire prior to the period required by these contract documents;
- **.4** a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents;
- **.5** consent of surety to final payment;
- **.6** other data required by the Owner establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be prescribed by the Owner;
- **.7** a certified building location survey and as-built site plan in the form and number required by the Contract Documents;
- **.8** all warranties and bonds required by the Contract Documents.

**§ 9.11.3** If the Contractor is unable to secure from any Subcontractor or supplier a release or waiver required under the Contract, THE CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE OWNER FOR ANY AND ALL COSTS INCURRED BY THE OWNER IN ADDRESSING, REMOVING, DISCHARGING OR OTHERWISE SETTLING A SUBCONTRACTOR OR SUPPLIER PAYMENT CLAIM, INCLUDING ALL ATTORNEYS' FEES.

**§ 9.10.3** If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

**§ 9.10.4** The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.

**§ 9.10.5** Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

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## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### § 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

### § 10.2 Safety of Persons and Property

**§ 10.2.1** The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

**.1** all persons at the site and other persons who may be affected by the Work or other operations of the Contractor;

**.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and

**.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

**§ 10.2.2** The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

**§ 10.2.3** The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

**§ 10.2.4** When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

**§ 10.2.5** The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

**§ 10.2.6** The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

**§ 10.2.7** The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

### § 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

### § 10.3 Hazardous Materials and Substances

**§ 10.3.1** The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. In the event the Contractor encounters on the Site material reasonably believed to be a Hazardous Material (other than those for which the Contractor may have specific responsibility for remediation under the Agreement), and the Contractor's reasonable precautions will be inadequate to prevent

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foreseeable damage or injury and the Contractor cannot proceed with the Work in the absence of the removal, containment or remediation of the Hazardous Material, the Contractor must immediately stop Work in the area affected and report the condition to the Owner and the Architect, in writing, within 24 hours of discovery.

**§ 10.3.2** Upon receipt of notice of suspected Hazardous Materials, Owner will cause an investigation to be made to verify the presence and extent of such materials, to determine whether such materials are in fact hazardous, and the steps necessary for their removal, containment or remediation.

**§ 10.3.3** If the Owner's investigation confirms the presence of Hazardous Materials which present a risk of injury or damage which will not be adequately protected against by the Contractor's reasonable precautions, then the Work in the affected area must not thereafter be resumed except at the written direction of the Owner. The Work in the affected area will be resumed promptly (i) in the absence of a finding of Hazardous Material by the Owner, (ii) upon the removal, containment or remediation of the Hazardous Materials, or (iii) upon the establishment of appropriate safety precautions.

**§ 10.3.4** The Contractor may request a change in the Contract Sum or Contract Time if the Contractor incurs additional costs on account of or is delayed by the need to remove, contain or remediate Hazardous Materials which has not been rendered harmless at the Site unless the Contractor is responsible for same under the Agreement. Any such requested change in the Contract Sum or Contract Time must be made in writing within ten (10) days of discovery of any Hazardous Materials, which has not been rendered harmless, pursuant to Articles 7 and 15 herein.

**§ 10.3.5** The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

### § 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor must take all necessary action, without the necessity for any special instruction or authorization from the Owner or Architect, to prevent threatened damage, injury or loss to the Work and Project site. The Contractor must promptly but in all events within twenty-four (24) hours of the occurrence report such action in writing to the Owner and Architect. If the Contractor incurs additional costs on account of or is delayed by such action, the Contractor may request a change in the Contract Sum or Contract Time to account for such action. Any such requested change in the Contract Sum or Contract Time must be made in writing within ten (10) days of the occurrence, pursuant to Articles 7 and 15 herein. Any adjustment in the Contract Sum or Contract Time shall be limited to the extent that the emergency work is not attributable to the fault or neglect of the Contractor or otherwise the responsibility of the Contractor under the Contract Documents.

## ARTICLE 11 INSURANCE AND BONDS

### § 11.1 Contractor's Insurance and Bonds

The Contractor's insurance requirements are contained in Exhibit A to these General Conditions and are incorporated verbatim as if printed herein.

### § 11.2 Owner's Liability Insurance

The Owner is self-insured or is part of an intergovernmental risk pool and is not required to purchase or maintain liability insurance.

### § 11.3 Property Insurance

The Owner is self-insured and is not required to purchase or maintain liability insurance.

### § 11.4 Performance Bond and Payment Bond

The Contractor shall provide performance and payment bonds in accordance with Chapter 2253 of the Texas Government Code on forms acceptable to the Owner.

**§ 11.4.1** Upon request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract Documents, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

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## ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

### § 12.1 Uncovering of Work

**§ 12.1.1** If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect and upon written approval by the Owner, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

**§ 12.1.2** If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request subject to the written approval by the Owner to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

### § 12.2 Correction of Work

#### § 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

#### § 12.2.2 After Substantial Completion

**§ 12.2.2.1** In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or after the date for commencement of warranties pursuant to the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor an express written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

**§ 12.2.2.2** The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

**§ 12.2.2.3** The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

**§ 12.2.3** The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

**§ 12.2.4** The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

**§ 12.2.5** Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work pursuant to the warranties provided, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

### § 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents,

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the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 Governing Law

The Contract shall be governed by the law of the State of Texas.

### § 13.2 VENUE

This Agreement is entered into and performed in Cameron County, Texas, and the Contractor and the Owner agree that mandatory venue for any legal action related to this contract shall be in the District Courts of Cameron County, Texas.

### § 13.3 Successors and Assigns

The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract in whole or in part without the express written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract and the attempted assignment shall be of no legal force or effect as to the other party.

### § 13.3 Rights and Remedies

**§ 13.3.1** Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be cumulative and in addition to, rather than a limitation thereof, of duties, obligations, rights, and remedies otherwise imposed or available by law.

**§ 13.3.2** No action or failure to act by the Owner or Architect shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

### § 13.4 Tests and Inspections

**§ 13.4.1** Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or with the appropriate public authority. The Owner shall bear all related costs of tests, inspections, and approvals. The Contractor must schedule all tests, inspection or specific approvals required by law or the Contract Documents so as to avoid any delay in the Work. The Contractor shall give the Owner and Architect timely notice of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures.

**§ 13.4.2** If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner and Architect of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

**§ 13.4.3** If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

**§ 13.4.4** Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

**§ 13.4.5** If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the

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Architect will do so promptly and, where practicable, at the normal place of testing.

**§ 13.4.6** Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

**§ 13.4.7** In addition to the tests required by this Section 13.6, the Owner may at any time arrange for other tests, inspections and specific approvals to be performed by others selected by the Owner, at the Owner's expense. The Contractor must cooperate with the Owner and provide access to the Work for such tests, inspections and approvals.

### § 13.5 DOCUMENT RETENTION AND AUDIT PROVISIONS

The Contractor shall account for all materials, equipment and labor entering into the Work and must keep such full and detailed records as may be necessary for proper financial management pursuant to the Contract Documents for a period of four years after final payment. Furthermore, the Owner has the right to examine the Contractor's and its Subcontractors' and suppliers' records directly or indirectly pertaining or relating to the Work or the Agreement and the Contractor must grant the Owner access to and an opportunity to copy such records at all reasonable times during the Contract period and for four years after final payment
.

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 Termination by the Contractor

**§ 14.1.1** The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped; or
- **.3** Because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents

.

**§ 14.1.2** The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

**§ 14.1.3** If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven (7) days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on such work and direct job costs incurred by reason of such termination.

### § 14.2 Termination by the Owner for Cause

**§ 14.2.1** The Owner may terminate the Contract if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- **.3** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- **.4** otherwise is guilty of substantial breach of a provision of the Contract Documents.

**§ 14.2.2** When any of the reasons described in Section 14.2.1 exist, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven (7) days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- **.1** Exclude the Contractor from the site and take possession of all materials, equipment, tools, and

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construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient.

**§ 14.2.3** When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

**§ 14.2.4** If the unpaid balance of the Contract Sum exceeds the cumulative sum of costs and expenses incurred by the Owner in finishing the Work, including all professional and consulting fees made necessary thereby, and any other damages permitted by the Contract Documents, then such excess shall be paid to the Contractor. If the Owner's costs, expenses and damages exceed the unpaid balance, the Contractor and/or its surety shall pay the difference to the Owner.

**§ 14.2.5** In the event of a termination for cause pursuant to this section and a demand by Owner on the Contractor's performance bond surety and guarantor to take-over and complete the Work, said surety must commence performance within thirty (30) days of the termination.

**§14.2.6** In the event of a determination by a court or other authority to whom a dispute between the Parties has been submitted that a termination for cause under this section 13.2.2 was either wrongful, improper, or unjustified for any reason, the termination shall automatically be deemed a termination for convenience pursuant to section 13.2.4 below and the Contractor's remedy for such termination shall be limited to the recoveries allowed pursuant to section 14.4.3.

### § 14.3 Suspension by the Owner for Convenience

**§ 14.3.1** The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

**§ 14.3.2** The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall not include additional profit. No adjustment shall be made to the extent

.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

### § 14.4 Termination by the Owner for Convenience

**§ 14.4.1** The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

**§ 14.4.2** Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice and if required by the Owner, participate in an inspection of the Work with the Owner and the Architect to record the extent of completion thereof, to identify the Work remaining to the completed or corrected, and to determine what temporary facilities, tools, equipment and construction machinery are to remain at the Site pending completion of the Work;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

**§ 14.4.3** In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

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## ARTICLE 15 CLAIMS AND DISPUTES

### § 15.1 Claims

#### § 15.1.1 Definition

A Claim is a written demand by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

#### § 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

#### § 15.1.3 Notice of Claims

**§ 15.1.3.1** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker. Notice of claims should be provided contemporaneously with the events giving rise to the claim or concurrent to the time the claimant recognizes the condition giving rise to the claim. Failure to provide timely notice and preserve conditions and records to substantiate a claim may result in the diminishment or denial of a claim. Failure to provide notice required by the Contract Documents and this Section 15.1.3 within ninety (90) days of the occurrence or event giving rise to the claim shall constitute an express waiver and complete bar to recovery for any adjustment to the Contract Time, Contract Sum, or other damages and accommodations.

**§ 15.1.3.2** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

#### § 15.1.4 Continuing Contract Performance

**§ 15.1.4.1** Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.8 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

**§ 15.1.4.2** The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will prepare a change order and issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

#### § 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4. Failure to provide written notice of a Claim in accordance with section 15.1.3 and other application provisions of the Contract Documents constitutes an express waiver by the Contractor of any right of recovery on such Claim.

#### § 15.1.6 Claims for Additional Time

**§ 15.1.6.1** If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. Failure to provide written notice of a Claim in accordance with section 15.1.3 and other applicable provisions of the Contract Documents constitutes an express waiver by the Contractor of any right of recovery on such Claim.

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**§ 15.1.6.2** If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

### § 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for the following categories of consequential damages arising out of or relating to this Contract. This mutual waiver is expressly limited to the folllwing:

**.1** damages incurred by the Owner for rental expenses, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

**.2** damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, bonding capacity, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This waiver is applicable, without limitation, to consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

### § 15.1.8 LIMITATION OF DAMAGES

The Contractor expressly acknowledges, to the exclusion of all other damages, the total amount of money awarded in an adjudication brought against the Owner for breach of this Contract shall be limited to the following:

**.1** The balance due and owed by the Owner under this Contract as it may have been amended;
**.2** The amount owed for approved change orders or additional work the Contractor was directed to perform by the Owner in connection with this Contract;
**.3** Reasonable and necessary attorney's fees that are equitable and just; and
**.4** Interest as allowed by law, including interest as calculated under the Texas Government Code Chapter 2251.

**§ 15.1.9** Notwithstanding any other limitation of damages set forth in this Contract, the total amount of damages awarded in an adjudication brought against the Owner arising under this Contract shall not include:

**.5** Consequential damages, including those waived under Section 15.1.7;
**.6** Exemplary damages;
**.7** Damages for unabsorbed home office overhead; or
**.8** Damages not expressly permitted under Paragraph 15.1.8.

### § 15.2 Initial Decision

**§ 15.2.1** Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3 and 10.4, shall be referred to the Initial Decision Maker for initial decision. Unless expressly waived by the parties, in writing, the provisions of this Section 15.2 shall be a condition precedent to any further dispute resolution or adjudication of claims. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

**§ 15.2.2** The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision

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Maker to resolve the Claim.

**§ 15.2.3** In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

**§ 15.2.4** If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

**§ 15.2.5** The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

**§ 15.2.6** Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

**§ 15.2.7** In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

### § 15.3 Mediation

**§ 15.3.1** Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to mediation as a condition precedent to binding dispute resolution.

**§ 15.3.2** The parties shall endeavor to resolve their Claims by mediation. A request for mediation shall be made in writing.

**§ 15.3.3** The parties shall select a mediator, as well as the time and location for mediation, by agreement. Should the parties be unable to agree upon a mediator, the mediation shall be administered by the American Arbitration Association in accordance with the Construction Industry Mediation Procedures in effect on the date of this Agreement.

**§ 15.3.4** The parties shall share the mediator's fee and any filing fees equally. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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The Contract Documents are enumerated in the AIA A133-2019 Standard Form of Agreement between the Owner and ~~Contractor~~Construction Manager as Constructor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Performance and Payment bonds, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

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The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor~~. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.~~

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**§ 1.2.4** In the event of a conflict between the provisions of any of the Contract Documents, the terms shall be interpreted in the following order of controlling authority:

1. The Agreement
1. General Conditions
1. Specifications & Drawings

Should the Specifications and Drawings conflict, proposals, submittals, and performance shall be based on the most expensive combination of quality and quantity of work indicated. Any conflicts not resolved by a quality and quantity determination, or conflicts involving priority of controlling authority of the Contract Documents shall be determined by the Initial Decision Maker.

**§ 1.5.1** The ~~Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The~~ Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or ~~Architect's consultants'~~Owner's reserved rights.

**§ 1.6.1** Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by registered or certified mail~~,~~ or by courier~~, or by electronic transmission if a method for electronic transmission is set forth in the Agreement~~ service providing proof of delivery to, the last business address known to the party giving notice. Written notice sent or transmitted by electronic mail or facsimile must be actually received to be considered delivered and to comply with notice requirements herein. Transmission alone by electronic mail or facsimile does not constitute delivery.

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~~The parties shall agree upon written protocols governing the transmission and use of, and reliance on,~~If the parties intend to transmit Instruments of Service or any other information or documentation in digital form~~.~~

**~~§ 1.8 Building Information Models Use and Reliance~~**

~~Any use of, or reliance on, all or a portion of a building information model without agreement to~~, they shall agree upon written protocols governing the transmission and use of, and reliance on, ~~the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees~~Instruments of Service or any other information or documentation in digital form.

**§ 2.2.1** Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. ~~The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.~~

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~~**§ 2.2.2** Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.~~

~~**§ 2.2.3** After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.~~

~~**§ 2.2.4** Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.~~

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If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or ~~repeatedly~~ fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. ~~Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1,~~Owner may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and ~~compensation for the Architect's additional~~costspaid to the Architect and other professionals' or consultants' services made necessary by such default, neglect, or failure. If current and future payments are ~~not sufficient~~insufficient to cover such amounts, the Contractor shall pay the difference to the Owner. ~~If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.~~

**§ 3.1.3** The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor. The Contractor waives any rights, claims, or causes of action against Owner as a result of activities or duties of the Architect in the Architect's administration of the Contract or representations made by the Architect in the Instrument of Service.

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**§ 3.2.3** The Contractor shall take field measurements and verify field conditions and must carefully compare such field measurements and conditions and other information known to the Contractor within the Contract Documents before ordering any material or performing any Work.

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**§3.2.4** The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

**§ 3.2.45** If the Contractor believes that any portion of the Contract Documents do not comply with applicable laws, statutes, ordinances, buildings codes, rules and regulations, or any orders by code enforcement officials or the Owner or its designees acting in the capacity of building code inspectors or Referenced Standards, the Contractor must promptly notify the Owner and the Architect of the non-compliance as provided in Section 3.2.7 and request direction before proceeding with the affected Work.

**§ 3.2.6** If the Contractor performs any Work involving an apparent error, inconsistency, ambiguity, construction impracticality, omission or code violation in the Contract Documents of which the Contractor is aware, or which could reasonably have been discovered by the review required by Section 3.2.1 through 3.2.5, without prompt written notice to the Owner and the Architect and request for correction, clarification or additional information, as appropriate, the Contractor does so at its own risk and expense and all claims relating thereafter are specifically waived.

**§ 3.2.7** If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to ~~Sections~~section 3.2~~.2 or 3.2.3~~, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 ~~or~~to 3.2.~~3~~4, the Contractor shall pay such costs and damages to the Owner~~, subject to Section 15.1.7,~~ as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

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**§ 3.4.3** For any such substitutions, the contractor warrants that modifications suggested by the Contractor will give satisfactory results.

**§ 3.4.4** For any such substitutions, the Contractor warrants that substitutions will be equal or superior to the specified items or method unless the Contractor specifically lists shortcomings in its request for making substitution.

**§ 3.4.5** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

**§ ~~3.5.2~~ 3.5.2** The Contractor warrants and guarantees for one (1) year from Final Completion as defined by Section 9.11.1 as the date of issuance of the Architect's final Certificate for Payment, or for a longer period if expressly stated in the Contract Documents, the Work. This includes a Warranty and Guarantee against any and all defects. The Contractor must correct any and all defects in material and/or workmanship which may appear during the Warranty and Guarantee period, or any defects that occur within one (1) year of Final Completion, by repairing (or replacing with new items or new materials, if necessary) any such defect at no cost to the Owner, within a reasonable period of time, and to the Owner's satisfaction.

**§ 3.5.3** The Contractor's general warranty and any additional or special warranties are not limited by the Contractor's obligations to specifically correct defective or nonconforming Work as provided in Article 12, nor are they limited by any other remedies provided in the Contract Documents. The Contractor shall also be liable for any damage to property or persons (including death) including direct and consequential damages relating to any breach of the Contractor's general warranty or any additional or special warranties required by the Contract Documents.

**§ 3.5.4** The Contractor must furnish all special warranties required by the Contract Documents to the Owner no later than Final Completion. The Owner may require additional special warranties in connection with the approval of "Or-Equals" or Substitutions, Allowance items, Work which is defective or nonconforming, or the acceptance of nonconforming Work pursuant to Article 12.

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**§ 3.5.5** All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

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~~The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.~~**§ 3.6.1** The Owner enjoys tax exempt status as a municipality. To enjoy the cost-saving benefits of its tax exempt status, the Owner will provide a Tax Exemption Certificate to the Contractor for use on the Project. The Contractor shall use that certificate to exempt any purchases made for the Work from taxes. All savings from the tax exempt status will be passed on to the Owner by the Contractor. The Contractor agrees to bind all Subcontractors of any tier to the obligation to present and use the Tax Exemption Certificate and pass all savings to the Owner.

**§ 3.6.2** The Contractor will require all Subcontractors and bidders to provide cost information for materials separate from other costs for labor, profit, overhead, etc. to allow the Owner to verify that no taxes are to be paid on material procurements and that such savings shall be passed on to the Owner.

**§ 3.6.3** The Contractor will maintain records, invoices, receipts, or other accounting data regarding material purchases and will allow, upon written request of the Owner and within a reasonable time-frame after receipt of such request, the Owner to audit such records to verify tax savings. If an audit reveals taxes paid or savings not transferred to the Owner, the Contractor will be liable to the Owner for those amounts and the Owner may back-charge the Contractor for those amounts if a balance of funds due and payable remains at the time of such discovery.

.1 The Contractor will require all Subcontractors of any tier maintain all records, invoices, receipts, or other accounting data regarding material purchases. The Contractor will collect such records with each application for payment it receives from its Subcontractors and shall maintain such records in the same manner and location as the Contractor's records.

.2 The Contractor will ensure its Subcontractors and any lower-tier Subcontractors include these obligations in their contracts and bind themselves in the same manner as Contractor is bound to the Owner.

**§ 3.6.4** Subject to the terms above, the Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

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**§ 3.10.1** The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression and expeditious and practicable execution of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. Thereafter, the Contractor shall prepare and update the construction schedule on a monthly basis, if not more frequently at the Contractor's discretion, to be submitted to the Owner with each Application for Payment.

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The Contractor shall make available, at the Project site, the Contract Documents, including current construction schedule, Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. The Contractor shall display a current Construction Schedule at the site for reference and reliance by the Owner and Architect. These shall be in electronic form or

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paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

**§ 3.12.7** The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect. Should the Contractor perform portions of the Work in contravention of this section, any costs and time associated with the correction, removal, or repair of said Work shall be borne solely by the Contractor.

**§ 3.12.8** The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

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**§ 3.12.10.1** If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy~~. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided~~ in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

**§ 3.13.1** Contractor, for itself and its subcontractors, acknowledges that the construction premises are restricted and that access is affected by the security at the Project, location of the Project, the Facilities surrounding the Project, and by other construction either presently being performed or proposed to be performed during the performance of this Contract. Contractor, for itself and its subcontractors, further acknowledges that such limitations in space and accessibility have been taken into account in the Contractor's proposal and Contractor waives any claims for additional time or money associated with any such limitations.

**§ 3.15.2** If the Contractor fails to clean up as provided in the Contract Documents and with five (5) days written notice from the Owner, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

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**§ 3.18.1** ~~To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section~~TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE OWNER, OWNER'S CONSULTANTS, AND AGENTS AND

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EMPLOYEES OF ANY OF THEM FROM AND AGAINST CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM PERFORMANCE OF THE WORK.

FOR ANY SUCH CLAIM, DAMAGE, LOSS, OR EXPENSE THAT IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY , CONTRACOTR'S INDEMNITY OBLIGATION APPLIES ONLY IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE. SUCH OBLIGATION SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE, OR REDUCE OTHER RIGHTS OR OBLIGATIONS OF INDEMNITY THAT WOULD OTHERWISE EXIST AS TO A PARTY OR PERSON DESCRIBED IN THIS SECTION 3.18.

**§ 3.18.2** ~~In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts~~IN CLAIMS AGAINST ANY PERSON OR ENTITY INDEMNIFIED UNDER THIS SECTION 3.18 BY AN EMPLOYEE OF THE CONTRACTOR, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION UNDER SECTION 3.18.1 SHALL NOT BE LIMITED BY A LIMITATION ON AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR A SUBCONTRACTOR UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS.

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**§ 4.2.2** The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. ~~However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.~~ The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Architect's or Architect's representative's presence at the Project site shall not imply concurrent approval of the Work. The Contractor shall call specific items to the Architect's attention in writing if it wishes to obtain the Architect's opinion.

The Owner and Contractor shall endeavor to include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner ~~shall promptly~~, at its discretion, may notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. The Contractor shall include the Owner on all communicates with the Architect. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

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**§ 5.4.3** Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. ~~If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.~~

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**§ 6.2.2** If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work,

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promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not ~~apparent~~then reasonably discovered.

**§ 7.1.4** No Work, or portion of the Work, performed by the Contractor in excess or deviation from the Contract Documents will be subject to adjustments in the Contract Sum or Contract Time without prior written authorization as provided in this Article.

**§ 7.3.1** A Construction Change Directive is a written order ~~prepared by the Architect and,~~ signed by the Owner ~~and Architect~~, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

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**§ 7.3.4** If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the ~~Architect~~Owner, with assistance from the Archtect, shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the ~~Agreement~~Contract Documents, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

**§ 7.3.8** The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost ~~as confirmed by the Architect~~and overhead on such deleted work. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

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The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect ~~and shall not proceed to implement the change in the Work~~. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

**§ 8.2.1** ~~Time~~In all aspects of the Work, time is of the essence. Additionally, time limits stated in the Contract Documents are of the essence ~~of the Contract~~. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

**§ 8.2.2** The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

**§ 8.2.4** Should the Contractor default on its obligations to make progress and complete the Work on time, as allowed in the Contract Documents, the Owner may withhold or deduct all costs and damages for compensable delay caused by the Contractor from the Contract Sum. Such costs shall include any attorney's fees, additional services fees charged by the Architect, and all other costs, expenses, and damages actually incurred by the Owner as a result of such delay.

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**§ 8.3.1** If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner, ~~or~~ Architect, ~~of an employee of either, or of~~or a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with ~~Section 15.1.6.2~~the Contract Documents, or other causes beyond the Contractor's control; ~~(4) by delay authorized by the Owner pending mediation and binding dispute resolution;~~ or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

**§ 8.3.3** ~~This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents~~The Contractor shall receive no financial compensation for delay or hindrance of the Work. In no event shall the Owner be liable to the Contractor for any damages arising out of or associated with any delay or hindrance to the Work, regardless of the source of the delay or hindrance. The Contractor's sole remedy for delay or hindrance shall be an extension of time.

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**§ 8.3.4** The procedure for the determination of time extensions for unusually severe weather. In order for the Owner and Architect to award a time extension under this clause, the following conditions must be satisfied.

(1) The weather experienced at the Project site during the Contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the Project location during any given month.

(1) The unusually severe weather must actually cause a delay to the completion of the Project. The delay must be beyond the control and without the fault of negligence of the contractor.

**§ 8.3.5** The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the Project location and will constitute the base line for monthly weather time evaluations. The Contractor's activity durations provided in the progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY

WORK DAYS BASED ON FIVE (5) DAY WORK WEEK

| JAN | FEB | MAR | APR | MAY | JUNE | JULY | AUG | SEPT | OCT | NOV | DEC |
|---|---|---|---|---|---|---|---|---|---|---|---|
| (3) | (3) | (3) | (4) | (6) | (5) | (3) | (3) | (5) | (6) | (4) | (2) |

**§ 8.3.6** For the duration of the Contract, the Contractor shall maintain in its daily reports an accurate and contemporaneous record of the occurrence of adverse weather and resultant impact to normally scheduled Work. Delay from adverse weather shall not qualify as a delay day unless Work on the overall Project's critical activities is prevented for 50 percent or more of the Contractor's scheduled work day. The number of actual adverse weather days shall be calculated monthly. If the number of actual adverse weather delay days in a month exceed the number of days for that month as referenced in paragraph 8.3.5 above, the Architect upon notification by the Contractor, will cover any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and a modification shall be issued in accordance with the Contract.

**§ 9.~~1.2~~** ~~If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted~~**2 PREVAILING WAGE REQUIREMENTS**

**§9.2.1** Contractor shall comply with chapter 2258 of the Texas Government Code governing prevailing wage. The Contractor shall provide and pay for labor in accordance with the prevailing wage in the locality and shall not pay less than the prevailing wage. The Owner has not independently performed a wage determination in accordance with controlling state and federal statutes. Accordingly, the Contractor must utilize the wage determinations and rates published by the U.S. Department of Labor pursuant to the Davis-Bacon Act.

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**§9.2.2** Certified payrolls demonstrating compliance with the prevailing wage requirements shall be maintained by the Contractor and all Subcontractors performing the Work. The Contractor is required to submit to the Owner a copy of all certified payrolls for any pay period with each Pay Application. Failure to provide certified payrolls may be grounds for withholding of funds and default as provided in article 13.

**§ 9.23 Schedule of Values**

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Owner and Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Owner or Architect. This schedule, unless objected to by the Owner or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the ~~Architect~~Owner and ~~supported by~~Architect with such data to substantiate its accuracy as the Owner or Architect may require~~, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications~~. The Contractor's submission of changes to the schedule of values shall be presented independently from the Contractor's submission of its next Application for Payment.

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**§ 9.34 Applications for Payment**

**§ 9.34.1** ~~At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work~~The Contractor must submit to the Architect an itemized Application for Payment for Work completed on a monthly basis. Each Application for Payment must be consistent with the approved Schedule of Values. The form of Application for Payment must be AIA Document G702, Application and Certificate for Payment, supported by AIA Document G703, Continuation Sheet (latest edition), or other such form as may be prescribed by the Owner. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, or other documents and shall reflect retainage ~~if provided for in the Contract Documents~~.

**§ 9.34.1.1** As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

**§ 9.34.1.2** Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

**§ 9.34.2** Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site. Cost of materials stored off the construction site may be included in Contractor's request for progress payment, if the following submittals are made and conditions are met:

1. **~~§ 9.3~~**Contractor shall submit a written narrative giving location of stored materials, provisions for protection of same, and arrangements for transportation of materials to the job site.

1. Contractor shall submit separate Bills of Sale or Invoices on all materials stored off site.

1. Contractor shall submit suitable written evidence that materials stored off site are covered by insurance protection adequate to cover Owner's interests.

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1. Contractor shall store materials in facilities which are suitable to protect same from loss and deterioration. Materials shall be separated from other stored materials and shall be clearly labeled as to description, OWNERSHIP and PROJECT destination. Access to stored materials shall be made convenient for inspection which will be made by Architect's representative prior to the issue of each Certificate for Payment which includes payment for materials stored off site.

1. Payment for materials stored off site shall not affect warranty period for such materials, which period shall commence upon date of final completion of the Work.

**§ 9.4.3** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

**§ 9.45 Certificates for Payment**

**§ 9.4.14451** The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.56.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.56.1.

**§ 9.45.2** The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated~~,~~ and the quality of the Work is in accordance with the Contract Documents~~, and that the Contractor is entitled to payment in the amount certified~~. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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**§ 9.56 Decisions to Withhold Certification**

**§ 9.56.1** The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

**§ 9.56.2** When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.56.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

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**§ 9.56.3** When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

**§ 9.56.4** If the Architect withholds certification for payment under Section 9.56.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

**§ 9.67 Progress Payments**

**§ 9.67.1** After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

**§ 9.67.2** The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

**§ 9.67.3** The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

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**§ 9.67.4** The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

**§ 9.67.5** The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.67.2, 9.67.3 and 9.67.4.

**§ 9.67.6** A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

**§ 9.67.7** ~~Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments~~Payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision. However, Contractor shall comply with the provisions of the Texas Trust Fund Act, Chapter 162 of the Texas Property Code.

**§ 9.67.8** Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

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**§ 9.~~7~~8 Failure of Payment**

~~If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.~~Failure of payment by Owner within the time limits proscribed by chapter 2251 of the Texas Government Code shall entitle the Contractor to the remedies contained in that chapter. Further, should the Owner fail to pay the Contractor any sums for which a Certificate for Payment has been issued within sixty (60) days, the Contractor may suspend performance of the Work until such payment of the amount owing has been received. A suspension under this section shall entitle the Contractor to an increase in the Contract Sum for all costs associated with the suspension provided the Contractor files a claim in accordance with Article 15 herein.

**§ 9.~~8~~9 Substantial Completion**

**§ 9.~~8~~9.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

**§ 9.~~8~~9.2** When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

**§ 9.~~8~~9.3** Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

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**~~§ 9.8~~ 9.9.3.1** Inspections required and defined in Paragraphs 9.9.3, and 9.11.1 of the General Conditions are a component of the Architect's Basic Services. Additional inspections which result from the Contractor's failure to complete the Work of the Contract within the specified time are in addition to the Architect's Basic Services and will therefore be the responsibility of the Contractor and said costs shall be deducted by the Owner from the Contractor's Application for Payment. Costs deducted will be based on the Architect's invoices for these additional services. Costs related to additional inspections which results from the Contractor's repeated failure to correct defective or incomplete Work are the responsibility of the Contractor, costs for the additional inspections of the Architect shall be deducted by the Owner from the Contractor's Application for Payment. Costs deducted will be based on the Architect's invoices for cost of additional services and inspections.

**§ 9.9.4** When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

**§ 9.~~8~~9.5** The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof.

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Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

**§ 9.~~9~~10 Partial Occupancy or Use**

**§ 9.~~9~~10.2** Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

**§ 9.~~9~~10.3** Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

**§ 9.~~10~~11 Final Completion and Final Payment**

**§ 9.~~10~~11.1** Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. The Contractor's written notice and request for final inspection constitutes a representation by the Contractor to the Owner that the Work has been completed in full and strict accordance with terms and conditions of the Contract Documents. The Architect will promptly notify the Contractor if the Owner or Architect do not concur that the Work is finally complete. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

**§ 9.~~10~~11.2** Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect ~~(1)~~ :

**.1** an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner), have been paid or otherwise satisfied~~, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no~~;

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**.2** a release or waiver of liens on behalf of the Contractor and a similar release or waiver on behalf of each Subcontractor and supplier;

**.3** a certificate evidencing that the Contractor's liability insurance will remain in effect after final payment and will not be cancelled or allowed to expire prior to the period required by these contract documents;

**.4** a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents~~, (4)~~ ;

**.5** consent of surety~~, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data~~ to final payment;

**.6** other data required by the Owner establishing payment or satisfaction of obligations, such as receipts, ~~and~~ releases and waivers of liens, claims, security interests~~,~~ or encumbrances arising out of the Contract, to the extent and in such form as may be ~~designated~~prescribed by the Owner;

~~. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security~~

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~~interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.~~**7** a certified building location survey and as-built site plan in the form and number required by the Contract Documents;

**.8** all warranties and bonds required by the Contract Documents.

**§ 9.11.3** If the Contractor is unable to secure from any Subcontractor or supplier a release or waiver required under the Contract, THE CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE OWNER FOR ANY AND ALL COSTS INCURRED BY THE OWNER IN ADDRESSING, REMOVING, DISCHARGING OR OTHERWISE SETTLING A SUBCONTRACTOR OR SUPPLIER PAYMENT CLAIM, INCLUDING ALL ATTORNEYS' FEES.

**.1** ~~employees on the Work~~all persons at the site and other persons who may be affected ~~thereby~~by the Work or other operations of the Contractor;

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**§ 10.3.1** The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. ~~If~~In the event the Contractor encounters ~~a hazardous~~on the Site material ~~or substance not addressed in the Contract Documents and if~~reasonably believed to be a Hazardous Material (other than those for which the Contractor may have specific responsibility for remediation under the Agreement), and the Contractor's reasonable precautions will be inadequate to prevent foreseeable ~~bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition~~damage or injury and the Contractor cannot proceed with the Work in the absence of the removal, containment or remediation of the Hazardous Material, the Contractor must immediately stop Work in the area affected and report the condition to the Owner and the Architect, in writing, within 24 hours of discovery.

**§ 10.3.2** Upon receipt of ~~the Contractor's notice, the Owner shall obtain the services of a licensed laboratory~~notice of suspected Hazardous Materials, Owner will cause an investigation to be made to verify the presence ~~or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up~~and extent of such materials, to determine whether such materials are in fact hazardous, and the steps necessary for their removal, containment or remediation.

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**§ 10.3.3** If the Owner's investigation confirms the presence of Hazardous Materials which present a risk of injury or damage which will not be adequately protected against by the Contractor's reasonable precautions, then the Work in the affected area must not thereafter be resumed except at the written direction of the Owner. The Work in the affected area will be resumed promptly (i) in the absence of a finding of Hazardous Material by the Owner, (ii) upon the removal, containment or remediation of the Hazardous Materials, or (iii) upon the establishment of appropriate safety precautions.

**§ 10.3.3~~4~~** ~~To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against~~

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~~claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.~~

**~~§ 10.3.4~~** ~~The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances~~The Contractor may request a change in the Contract Sum or Contract Time if the Contractor incurs additional costs on account of or is delayed by the need to remove, contain or remediate Hazardous Materials which has not been rendered harmless at the Site unless the Contractor is responsible for same under the Agreement. Any such requested change in the Contract Sum or Contract Time must be made in writing within ten (10) days of discovery of any Hazardous Materials, which has not been rendered harmless, pursuant to Articles 7 and 15 herein.

**§ 10.3.5** The Contractor shall ~~reimburse~~indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

**~~§ 10.3.6~~** ~~If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.~~

In an emergency affecting safety of persons or property, the Contractor ~~shall act, at the Contractor's discretion~~must take all necessary action, without the necessity for any special instruction or authorization from the Owner or Architect, to prevent threatened damage, injury~~,~~ or loss~~. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7~~ to the Work and Project site. The Contractor must promptly but in all events within twenty-four (24) hours of the occurrence report such action in writing to the Owner and Architect. If the Contractor incurs additional costs on account of or is delayed by such action, the Contractor may request a change in the Contract Sum or Contract Time to account for such action. Any such requested change in the Contract Sum or Contract Time must be made in writing within ten (10) days of the occurrence, pursuant to Articles 7 and 15 herein. Any adjustment in the Contract Sum or Contract Time shall be limited to the extent that the emergency work is not attributable to the fault or neglect of the Contractor or otherwise the responsibility of the Contractor under the Contract Documents.

**~~§ 11.1.1~~** The ~~Contractor shall purchase and maintain~~Contractor's insurance ~~of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.~~requirements are contained in Exhibit A to these General Conditions and are incorporated verbatim as if printed herein.

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**~~§ 11.1.2~~** ~~The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.~~

**~~§ 11.1.3~~** ~~Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.~~

**~~§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance.~~** ~~Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve~~

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~~the Contractor of any contractual obligation to provide any required coverage.~~

**~~§ 11.2 Owner's Insurance~~**

**~~§ 11.2.1~~** ~~The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.~~

**~~§ 11.2.2 Failure to Purchase Required Property Insurance.~~** ~~If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto~~**Owner's Liability Insurance**

The Owner is self-insured or is part of an intergovernmental risk pool and is not required to purchase or maintain liability insurance.

**~~§ 11~~.2.3 ~~Notice of Cancellation or Expiration of Owner's Required~~3 Property Insurance.** ~~Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.~~

**~~§ 11.3 Waivers of Subrogation~~**

**~~§ 11.3.1~~ The Owner** ~~and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property~~is self-insured and is not required to purchase or maintain liability insurance.

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**~~§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.~~ 11.4 Performance Bond and Payment Bond**

**~~§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance~~**

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~~The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.~~

**~~§11.5 Adjustment and Settlement of Insured Loss~~**

**~~§ 11.5.1~~** ~~A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.~~

**~~§ 11.5.2~~** ~~Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.~~The Contractor shall provide performance and payment bonds in accordance with Chapter 2253 of the Texas Government Code on forms acceptable to the Owner.

**§ 11.4.1** Upon request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract Documents, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

**§ 12.1.1** If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect and upon written approval by the Owner, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

**§ 12.1.2** If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request subject to the written approval by the Owner to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

**§ 12.2.2.1** In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or ~~designated portion thereof or~~ after the date for commencement of warranties ~~established under Section 9.9.1, or by terms of any applicable special warranty required by~~pursuant to the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor ~~a~~an express written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. ~~During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.~~ If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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**§ 12.2.5** Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work pursuant to the warranties provided, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which

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proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

The Contract shall be governed by the law of the ~~place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.~~State of Texas.

**§ 13.2 VENUE**

This Agreement is entered into and performed in Cameron County, Texas, and the Contractor and the Owner agree that mandatory venue for any legal action related to this contract shall be in the District Courts of Cameron County, Texas.

**§ 13.2~~3~~ Successors and Assigns**

**~~§ 13.2.1~~** The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. ~~Except as provided in Section 13.2.2, neither~~Neither party to the Contract shall assign the Contract ~~as~~in ~~a~~ whole or in part without the express written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract~~.~~

~~**§ 13.2.2** The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.~~ and the attempted assignment shall be of no legal force or effect as to the other party.

**§ 13.3.1** Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be cumulative and in addition to ~~and not~~, rather than a limitation thereof, of duties, obligations, rights, and remedies otherwise imposed or available by law.

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**§ 13.3.2** No action or failure to act by the Owner~~, Architect, or Contractor~~ or Architect shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

**§ 13.4.1** Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or ~~entity acceptable to the Owner, or~~ with the appropriate public authority~~, and~~. The Owner shall bear all related costs of tests, inspections, and approvals. The Contractor ~~shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require~~must schedule all tests, inspection or specific approvals required by law or the Contract Documents so as to avoid any delay in the Work. The Contractor shall give the Owner and Architect timely notice of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures.

**§ 13.4.2** If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner and Architect of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

**~~§ 13.5 Interest~~ 13.4.7** In addition to the tests required by this Section 13.6, the Owner may at any time arrange for other tests, inspections and specific approvals to be performed by others selected by the Owner, at the Owner's expense. The Contractor must cooperate with the Owner and provide access to the Work for such tests, inspections

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and approvals.

**§ 13.5 DOCUMENT RETENTION AND AUDIT PROVISIONS**

~~Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located~~The Contractor shall account for all materials, equipment and labor entering into the Work and must keep such full and detailed records as may be necessary for proper financial management pursuant to the Contract Documents for a

period of four years after final payment. Furthermore, the Owner has the right to examine the Contractor's and its Subcontractors' and suppliers' records directly or indirectly pertaining or relating to the Work or the Agreement and the Contractor must grant the Owner access to and an opportunity to copy such records at all reasonable times during the Contract period and for four years after final payment.

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**.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped; or

**.3** Because the ~~Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the~~ Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents~~; or~~

~~**.4** The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2~~.

**§ 14.1.3** If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven (7) days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on ~~Work not executed, and~~such work and direct job costs incurred by reason of such termination.

~~**§ 14.1.4** If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.~~

**§ 14.2.2** When any of the reasons described in Section 14.2.1 exist, ~~and upon certification by the Architect that sufficient cause exists to justify such action,~~ the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven (7) days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

**.3** Finish the Work by whatever reasonable method the Owner may deem expedient. ~~Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.~~

**§ 14.2.4** If the unpaid balance of the Contract Sum exceeds ~~costs of~~the cumulative sum of costs and expenses incurred by the Owner in finishing the Work, including ~~compensation for the Architect's services and expenses~~all professional and consulting fees made necessary thereby, and any other damages ~~incurred~~permitted by the ~~Owner and not expressly waived,~~Contract Documents, then such excess shall be paid to the Contractor. If ~~such~~the Owner's costs, expenses and damages exceed the unpaid balance, the Contractor and/or its surety shall pay the difference to the Owner. ~~The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract~~

**§ 14.2.5** In the event of a termination for cause pursuant to this section and a demand by Owner on the Contractor's

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performance bond surety and guarantor to take-over and complete the Work, said surety must commence performance within thirty (30) days of the termination.

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**§14.2.6** In the event of a determination by a court or other authority to whom a dispute between the Parties has been submitted that a termination for cause under this section 13.2.2 was either wrongful, improper, or unjustified for any reason, the termination shall automatically be deemed a termination for convenience pursuant to section 13.2.4 below and the Contractor's remedy for such termination shall be limited to the recoveries allowed pursuant to section 14.4.3.

**§ 14.3.2** The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall not include additional profit. No adjustment shall be made to the extent

**.1** cease operations as directed by the Owner in the notice and if required by the Owner, participate in an inspection of the Work with the Owner and the Architect to record the extent of completion thereof, to identify the Work remaining to the completed or corrected, and to determine what temporary facilities, tools, equipment and construction machinery are to remain at the Site pending completion of the Work;

A Claim is a written demand ~~or assertion~~ by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

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**§ 15.1.3.1** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker ~~with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.~~. Notice of claims should be provided contemporaneously with the events giving rise to the claim or concurrent to the time the claimant recognizes the condition giving rise to the claim. Failure to provide timely notice and preserve conditions and records to substantiate a claim may result in the diminishment or denial of a claim. Failure to provide notice required by the Contract Documents and this Section 15.1.3 within ninety (90) days of the occurrence or event giving rise to the claim shall constitute an express waiver and complete bar to recovery for any adjustment to the Contract Time, Contract Sum, or other damages and accommodations.

**§ 15.1.4.1** Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.~~7~~8 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

**§ 15.1.4.2** The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will prepare a change order and issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4. Failure to provide written notice of a Claim in accordance with section 15.1.3 and other application provisions of the Contract Documents constitutes an express waiver by the Contractor of any right of recovery on such Claim.

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**§ 15.1.6.1** If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. Failure to provide written notice of a Claim in accordance with section 15.1.3 and other applicable provisions of the Contract Documents constitutes an express waiver by the Contractor of any right of recovery on such Claim.

The Contractor and Owner waive Claims against each other for the following categories of consequential damages arising out of or relating to this Contract. This mutual waiver ~~includes~~is expressly limited to the folllwing:

**.1** damages incurred by the Owner for rental expenses, ~~for losses of use, income, profit, financing,~~ business and reputation, and for loss of management or employee productivity or of the services of such persons; and

**.2** damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, bonding capacity, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This ~~mutual~~ waiver is applicable, without limitation, to ~~all~~ consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

**§ 15.1.8 LIMITATION OF DAMAGES**

The Contractor expressly acknowledges, to the exclusion of all other damages, the total amount of money awarded in an adjudication brought against the Owner for breach of this Contract shall be limited to the following:

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**.1** The balance due and owed by the Owner under this Contract as it may have been amended;

**.2** The amount owed for approved change orders or additional work the Contractor was directed to perform by the Owner in connection with this Contract;

**.3** Reasonable and necessary attorney's fees that are equitable and just; and

**.4** Interest as allowed by law, including interest as calculated under the Texas Government Code Chapter 2251.

**§ 15.1.9** Notwithstanding any other limitation of damages set forth in this Contract, the total amount of damages awarded in an adjudication brought against the Owner arising under this Contract shall not include:

**.5** Consequential damages, including those waived under Section 15.1.7;

**.6** Exemplary damages;

**.7** Damages for unabsorbed home office overhead; or

**.8** Damages not expressly permitted under Paragraph 15.1.8.

**§ 15.2.1** Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3~~,~~ and 10.4, ~~and 11.5,~~ shall be referred to the Initial Decision Maker for initial decision. Unless expressly waived by the parties, in writing, the provisions of this Section 15.2 shall be a condition precedent to any further dispute resolution or adjudication of claims. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the

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Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

~~**§ 15.2.6.1** Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.~~

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~~**§ 15.2.8** If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.~~

**§ 15.3.1** Claims, disputes, or other matters in controversy arising out of or related to the Contract~~, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7,~~ shall be subject to mediation as a condition precedent to binding dispute resolution.

**§ 15.3.2** The parties shall endeavor to resolve their Claims by mediation ~~which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement~~. A request for mediation shall be made in writing~~, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings~~.

~~**§ 15.3.3** Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.~~

~~**§ 15.3.4** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~

~~**§ 15.4 Arbitration**~~

~~**§ 15.4.1** If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded~~The parties shall select a mediator, as well as the time and location for mediation, by agreement. Should the parties be unable to agree upon a mediator, the mediation shall be administered by the American Arbitration Association in accordance with the Construction Industry Mediation Procedures in effect on the date of this Agreement.

~~**§ 15.4.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.~~

~~**§ 15.4.2** The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~**§ 15.4.3** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.~~

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~~**§ 15.4.4 Consolidation or Joinder**~~

~~**§ 15.4.4.1** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~**§ 15.4.4.2** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~**§ 15.4.4.3** The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.~~**3.4** The parties shall share the mediator's fee and any filing fees equally. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**Variable Information**

**PAGE 1**

Brownsville Public Safety Complex

City of Brownsville, Texas

1001 E. Elizabeth Street

Brownsville, Texas 78520

Megamorphosis, Inc.

324 West Van Buren Ave

Harlingen, Texas 78550

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# *Certification of Document's Authenticity*

*AIA® Document D401™ – 2003*

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:33:14 CST on 11/11/2025 under Order No. 20250153111 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ - 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.

Guillermo (Will) S. Trevino

*(Signed)*

City Attorney

*(Title)*

2025-11-19

*(Dated)*

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**Exhibit A to General Conditions**
**Owner's Insurance Requirements of Contractor**

**1. Specific Insurance Requirements**

The following insurance shall be maintained in effect with limits not less than those set forth below at all times during the term of this Agreement and thereafter as required:

| Insurance | Coverage/Limits | Other Requirements |
|---|---|---|
| Commercial General Liability (Occurrence Basis) | Amounts of coverage shall be no less than:<br>▪ $1,000,000 Per Occurrence<br>▪ $2,000,000 General Aggregate<br>▪ $2,000,000 Products/Completed Operations Aggregate<br>▪ $1,000,000 Personal And Advertising Injury<br>▪ Designated Construction Project(s) General Aggregate Limit | ▪ Current ISO edition of CG 00 01<br>▪ Additional insured status shall be provided in favor of Owner Parties on a combination of ISO forms CG 20 10 10 01 and CG 20 37 10101 or an equivalent.<br>▪ This coverage shall be endorsed to provide primary and non-contributing liability coverage. It is the intent of the parties to this Agreement that all insurance coverage required herein shall be primary to and will not seek contribution from any other insurance held by Owner Parties, with Owner Parties' insurance being excess, secondary and non-contributing.<br>▪ Stop Gap coverage shall be provided if any work is to be performed in a monopolistic workers' compensation state.<br>▪ The following exclusions/limitations (or their equivalent(s), are prohibited:<br>o Contractual Liability Limitation CG 21 39<br>o Amendment of Insured Contract Definition CG 24 26<br>o Exclusion-Damage to Work Performed by Subcontractors On Your Behalf, CG 22 94 or CG 22 95<br>o Any Classification limitation<br>o Any Construction Defect Completed Operations exclusion<br>o Any endorsement modifying the Employer's Liability exclusion or deleting exception to it<br>o Any endorsement modifying or deleting Explosion, Collapse or Underground coverage<br>o Any Habitational or Residential exclusion applicable to the Work<br>o Any "Insured vs. Insured" exclusion except Named Insured vs. Named Insured<br>o Any Punitive, Exemplary or Multiplied Damages exclusion<br>o Any Subsidence exclusion |

| | | |
|---|---|---|
| Business Auto Liability | Amount of coverage shall be no less than:<br>▪ $1,000,000 Combined Single Limit | ▪ Current ISO edition of CA 00 01 |

| | | |
|---|---|---|
| | | ▪ Arising out of any auto (Symbol 1), including owned, hired and non-owned |
| Workers' Compensation and Employer's Liability | Amounts of coverage shall be no less than:<br>▪ Statutory Limits<br>▪ $1,000,000 Each Accident and Disease<br>▪ Alternate Employer endorsement | ▪ The State in which work is to be performed must listed under Item 3.A. on the Information Page<br>▪ Such insurance shall cover liability arising out of the Contractor's employment of workers and anyone for whom the Contractor may be liable for workers' compensation claims. Workers' compensation insurance is required, and no "alternative" forms of insurance shall be permitted.<br>▪ Where a Professional Employer Organization (PEO) or "leased employees" are utilized, Contractor shall require its leasing company to provide Workers' Compensation insurance for said workers and such policy shall be endorsed to provide an Alternate Employer endorsement in favor of Contractor and Owner. Where Contractor uses leased employees with Workers' Compensation insurance provided by a PEO or employee leasing company, Contractor is strictly prohibited from subletting any of its work without the express written agreement of Owner. |
| Excess Liability (Occurrence Basis) | Amounts of coverage shall be no less than:<br>▪ $5,000,000 Each Occurrence | ▪ Coverage shall "follow form" over underlying policies listed herein. |
| Builders Risk | ▪ Coverage shall be provided in an amount equal at all times to the full contract value, including change orders, and cost of debris removal for any single occurrence.<br>▪ Coverage shall be at least as broad as an unmodified ISO Special form, shall be provided on a completed-value basis, and | ▪ Insureds shall include Owner Parties, General Contractor, all Loss Payees and Mortgagees, and subcontractors of all tiers in the Work as Insureds.<br>▪ Such insurance shall cover:<br>o all structure(s) under construction, including retaining walls, paved surfaces |
| | shall be primary to any other insurance coverage available to the named insured parties, with that other insurance being excess, secondary and non-contributing.<br>▪ The policy must provide coverage for:<br>o Agreed Value Included<br>o Damage arising from error, omission or deficiency in construction methods, design, specifications, workmanship or Included | and roadways, bridges, glass, foundation(s), footings, underground pipes and wiring, excavations, grading, backfilling or filling;<br>o all temporary structures (e.g., fencing, scaffolding, cribbing, false work, forms, site lighting, temporary utilities and buildings) located at the site;<br>o all property including materials and supplies on site for installation;<br>o all property including materials and supplies at other locations but intended for use at the site;<br>o all property including materials and |

| | | | |
|---|---|---|---|
| | materials, including collapse | $1,000,000 | supplies in transit to the site for installation by all means of transportation other than ocean transit; and<br>o other Work at the site identified in the Agreement to which this Exhibit is attached.<br>• No protective safeguard warranty shall be permitted.<br>• The termination of coverage provision shall be endorsed to permit occupancy of the covered property being constructed. This insurance shall be maintained in effect, unless otherwise provided for the Agreement Documents, until the earliest of:<br>o the date on which all persons and organizations who are insureds under the policy agree that it shall be terminated;<br>o occupancy, in whole or in part;<br>o the date on which release of substantial completion is executed; or<br>o the date on which the insurable interests of Contractor in the Covered Property has ceased.<br>• A waiver of subrogation provision shall be provided in favor of all insureds listed above. |
| | o Debris removal additional limit | $5,000,000 | |
| | o Earthquake and Earthquake Sprinkler Leakage | $5,000,000 Included | |
| | o Flood | Included | |
| | o Freezing | $1,000,000 | |
| | o Mechanical breakdown including hot & cold testing | $ 25,000 | |
| | o Ordinance or law | Included | |
| | o Pollutant clean-up and removal | Included | |
| | o Preservation of property | $10,000 | |
| | o Theft | 2% subject | |
| | • Deductible shall not exceed | to $50,000 minimum | |
| | o All Risks of Direct Damage, Per Occurrence, except | $100,000 | |
| | o Named Storm | $100,000 | |
| | o Earthquake and Earthquake Sprinkler Leakage, Per Occurrence | | |
| | o Flood, Per Occurrence or excess of NFIP if in Flood Zone A or V | | |

## 2. General Insurance Requirements

### A. Definitions. For purposes of this Agreement:

i. "ISO" means Insurance Services Office.
ii. "Contractor" shall include the Contractor and its subcontractors of any tier.
iii. "Owner or Owner Parties" means (a) The City of Brownsville, Texas (referred to as "Owner"), or others as required by the Contract Documents.

### B. Policies.

i. Contractor shall maintain such Excess Liability insurance in identical coverage, form and amount, including required endorsements, for at least two (2) years following Date of Substantial Completion of the Work to be performed under this Agreement. Contractor shall maintain such General Liability insurance in identical coverage, form and amount, including required endorsements, for at least eight (8) years following Date of Substantial Completion of the Work to be performed under this Agreement. Contractor shall provide written representation to Owner stating Work completion date.
ii. All policies must:
   a. Be written through insurance companies authorized to do business in the State in which the work is to be performed and rated no less than A-: VII in the most current edition of A. M. Best's Key Rating Guide at all times Work is to be performed.
   b. Provide a waiver of subrogation in favor of Owner Parties on all insurance coverage carried by Contractor.
   c. Contain an endorsement providing for thirty (30) days prior written notice of cancellation to Owner.
   d. Be provided to the Owner in compliance with the requirements herein and shall contain no endorsements that restrict, limit, or exclude coverage required herein in any manner without the prior express written approval of the Owner.
iii. Failure of Owner to demand such certificate or other evidence of full compliance with these insurance requirements or failure by Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Contractor's obligation to maintain such insurance.
iv. The Owner shall have the right to prohibit the Contractor or any subcontractor from performing any Work until such certificate of insurance, evidence of insurance and/or required endorsements are received and approved by the Owner.

### C. Limits, Deductibles and Retentions

i. No deductible or self-insured retention shall exceed $25,000 without prior written approval of the Owner, except as otherwise specified herein. All deductibles and/or retentions shall be paid by, assumed by, for the account of, and at the Contractor's sole risk.

### D. Evidence of Insurance.

The Contractor shall furnish evidence of insurance to Owner that confirms all required insurance policies are in full force and effect. Evidence of insurance shall be in a form acceptable to Owner. Although the Owner reserves its rights to receive alternate and additional evidence of insurance, acceptable items demonstrating compliance with this Insurance Rider are as follows:

i. ACORD Form 25 Certificate of Liability Insurance for liability coverages.
ii. ACORD Form 28 Evidence of Commercial Property Insurance for property coverages.
iii. Evidence shall be provided to Owner prior to commencing Work and prior to the expiration of any required coverage.
iv. ACORD Forms specify:
   a. Owner as certificate holder at Owner's mailing address;
   b. Insured's name, which must match that on this Agreement;
   c. Insurance companies producing each coverage and the policy number and policy date of each coverage;

d. Producer of the certificate with correct address and phone number and have the signature of the authorized representative of the producer;
e. Additional Insured status in favor of Owner Parties;
f. Amount of any deductible or self-insured retention in excess of $25,000;
g. Designated Construction Project(s) General Aggregate Limit;
h. Primary and non-contributory status;
i. Waivers of subrogation; and
j. All exclusions and limitations added by endorsement to the General Liability coverage. This can be achieved by attachment of the Schedule of Forms and Endorsements page.

v. Copies of the following shall also be provided:
a. General Liability Additional insured endorsement(s);
b. General Liability Schedule of Forms and Endorsements page(s); and
c. 30 Day Notice of Cancellation endorsement applicable to all required policies.

**E. <u>Contractor Insurance Representations to Owner Parties</u>**

i. It is expressly understood and agreed that the insurance coverages required herein (a) represent Owner Parties' minimum requirements and are not to be construed to void or limit the Contractor's indemnity obligations as contained in this Agreement; and (b) are being, or have been, obtained by the Contractor in support of the Contractor's liability and indemnity obligations under this Agreement.

ii. Failure to obtain and maintain the required insurance shall constitute a material breach of, and default under, this Agreement. In the event of any failure by the Contractor to comply with the provisions of this Agreement, the Owner may, without in any way compromising or waiving any right or remedy at law or in equity, on notice to the Contractor, purchase such insurance and offset all costs and expenses from the Contract Sum. Owner's exercise of this right shall not relieve or excuse Contractor from the obligation to obtain and maintain such insurance amounts and coverages.

iii. This Exhibit is an independent contract provision and shall survive the termination or expiration of the Contract Agreement.

**F. <u>Insurance Requirements of Contractor's Subcontractors</u>**

i. Insurance similar to that required of the Contractor shall be provided by all subcontractors (or provided by the Contractor on behalf of subcontractors) to cover operations performed under any subcontract agreement. The Contractor shall be held responsible for any modification in these insurance requirements as they apply to subcontractors. The Contractor shall maintain certificates of insurance from all subcontractors containing provisions similar to those listed herein (modified to recognize that the certificate is from subcontractor) enumerating, among other things, the waivers of subrogation, additional insured status, and primary liability as required herein, and make them available to the Owner upon request.

ii. The Contractor is fully responsible for loss and damage to its property on the site, including tools and equipment, and shall take necessary precautions to prevent damage to or vandalism, theft, burglary, pilferage and unexplained disappearance of property. Any insurance covering the Contractor's or its subcontractor's property shall be the Contractor's and its subcontractor's sole and complete means or recovery for any such loss. To the extent any loss is not covered by said insurance or subject to any deductible or co-insurance, the Contractor shall not be reimbursed for same. Should the Contractor or its subcontractors choose to self-insure this risk, it is expressly agreed that the Contractor hereby waives, and shall cause its subcontractors to waive, any claim for damage or loss to said property in favor of the Owner Parties.

**G. <u>Use of the Owners Equipment</u>**

The Contractor, its agents, employees, subcontractors or suppliers shall use the Owners equipment only with express written permission of the Owners designated representative and in accordance with the Owners terms and condition for such use.

**H. Release and Waiver**

The Contractor hereby releases, and shall cause its subcontractors to release, the Owner Parties from any and all claims or causes of action whatsoever which the Contractor and/or its subcontractors might otherwise now or hereafter possess resulting in or from or in any way connected with any loss covered by insurance, whether required herein or not, or which should have been covered by insurance required herein, including the deductible and/or uninsured portion thereof, maintained and/or required to be maintained by the Contractor and/or its subcontractors pursuant to this Agreement. **THE FOREGOING RELEASE AND WAIVER APPLY EVEN IF THE LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE FAULT OR NEGLIGENCE OR STRICT LIABILITY OF THE OWNER PARTIES.**

Note: To Be Completed and Submitted to City Prior to Notice to Proceed Given

G.S.T.

# PAYMENT BOND

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

That we, _____, as Principal herein, and _____ _____, a corporation organized and existing under the laws of the State of Texas and who is authorized and admitted to use surety bonds in the State of Texas, as Surety, are held and firmly bound unto City of Brownsville, as Obligee herein, in the amount of _____ Dollars ($_____) for the payment whereof, the said Principal and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee dated the day of , 2025, which contract is hereby referred to herein as "the Contract" and is incorporated herein to the same extent as if copied at length, for the following project: **Brownsville Public Safety Complex**.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall directly or indirectly timely make payment to each and every claimant (as defined in Chapter 2253, Texas Government Code, as amended) supplying labor or materials in the prosecution of the Work under the Contract, then this obligation shall be void; otherwise, to remain in full force and effect. *This obligation may be enforced by the Obligee in the event of bankruptcy or default by Principal in payments to suppliers of labor or materials in the prosecution of the Work under the Contract, in either of which events the Surety shall make such payments as Principal has failed to pay and as may be required to complete the work under the contract.* The Surety stipulates and agrees that no change, extension of time, alteration, omission, addition or other modification to the terms of the Contract will affect its obligations on this bond, and it hereby waives notice of any such changes, extensions of time, alterations, omissions, additions, or other modifications, to the Contract or to related subcontracts, purchase orders or other obligations, and any notices provided in such regard shall not create as to any party a duty related thereto.

PROVIDED, HOWEVER, that this bond is executed pursuant to Chapter 2253 of the Texas Government Code, as amended, and all rights and liabilities on this bond shall be determined in accordance with the provisions of said statute, to the same extent as if it were copied at length

herein. All notices shall be delivered in writing to the addresses shown below or to addresses provided in the Contract Documents.

IN WITNESS WHEREOF, the duly authorized representatives of the Principal and the Surety have executed this instrument.

SIGNED and SEALED this _____ day of _____, 2025.

**The date of bond shall not be prior to date of Contract.**

_____
PRINCIPAL

ATTEST: By: _____

_____ Name: _____
(Principal) Secretary

Title: _____

(S E A L) Address: _____
_____
_____

_____
Witness as to Principal

Telephone Number: _____

_____
SURETY

ATTEST: By: _____

_____ Name: _____
Secretary Attorney in Fact

(S E A L) Address: _____
_____
_____

_____
Witness as to Surety Telephone Number: _____

**An original copy of Power of Attorney shall be attached to Bond by the Attorney-in-Fact.**

Approved as to Form:

City of Brownsville
1001 East Elizabeth Street
P.O. Box 911
Brownsville, Texas 78520

By: _____

Title: _____

Date: _____

Note: To Be Completed and Submitted to City Prior to Notice to Proceed Given

G.S.T.

# PERFORMANCE BOND

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

That we, _____ [Contractor], as Principal herein, and _____ [Surety], a corporation organized and existing under the laws of the State of Texas and who is authorized and admitted to issue surety bonds in the State of Texas, Surety herein, are held and firmly bound unto the **City of Brownsville**, located in **Cameron County, Texas**, Obligee herein, in the sum of _____ Dollars ($_____) for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a certain written contract with the Obligee dated the day of _____ , 2025, herein referred to as "the Contract" and incorporated herein and made a part hereof for all purposes, for the construction of the following project: **Brownsville Public Safety Complex**.

NOW, THEREFORE, the condition of this obligation is such, if the said Principal shall faithfully perform the work in accordance with the plans, specifications, and other Contract Documents and shall fully indemnify and hold harmless the Obligee from all costs and damages which Obligee may suffer by reason of Principal's failure to perform the Work in conformity with the Contract Documents, and reimburse and repay Obligee for all outlay and expense that Obligee may incur in making good such default, then this obligation shall be void; otherwise, to remain in full force and effect.

Whenever Principal shall be declared by Obligee to be in default under the Contract, the Surety shall, upon request of Obligee and within ten (10) calendar days from receipt of Obligee's notice of Principal's default, commence and thereafter complete performance of Contractor's obligations under the Contract. Surety acknowledges that its obligations under this bond and as detailed herein and in the Contract Documents are not conditioned on a termination of the Principal by the Obligee. Surety further acknowledges and agrees that Surety shall obtain the Obligee's approval and consent with respect to the contractor(s) that Surety may retain to replace defaulted Principal or otherwise honor the obligations under this Bond.

This Bond covers all contractual obligations of Contractor under the Contract, including, without limitation, the indemnity, warranty and guaranty obligations. The Surety stipulates and agrees that no change, extension of time, alteration, omission, addition or other modification to the terms of any of the Contract will affect its obligations on this bond, and it hereby waives notice of any such changes, extensions of time, alterations, omissions, additions, or other modifications, to the Contract or to related subcontracts, purchase orders or other obligations, and any notices provided in such regard shall not create as to any party a duty related thereto. The penal limit of this bond shall automatically be increased by the amount of any change order, supplemental agreement or amendment which increases the price of the Contract.

PROVIDED, HOWEVER, that this bond is executed pursuant to Chapter 2253 of the Texas Government Code, as amended, and all rights and liabilities on this bond shall be determined in accordance with the provisions of such statute, to the same extent as if it were copied at length herein. All notices shall be delivered in writing to the addresses shown below or to addresses provided in the Contract Documents.

IN WITNESS WHEREOF, the duly authorized representatives of the Principal and the Surety have executed this instrument.

SIGNED and SEALED this _____ day of _____, 2025.

**The date of bond shall not be prior to date of Contract.**

_____

PRINCIPAL

ATTEST:

By: _____

_____

Name: _____

(Principal) Secretary

Title: _____

(S E A L)

Address: _____

_____

_____

_____

Witness as to Principal

Telephone Number: _____

_____
SURETY

ATTEST:

By: _____

_____

Name: _____

Secretary

Attorney in Fact

(S E A L)

Address: _____

_____

_____

Telephone Number: _____

_____

Witness as to Surety

**An original copy of Power of Attorney shall be attached to Bond by the Attorney-in-Fact.**

Approved as to Form:

City of Brownsville
1001 East Elizabeth Street
P.O. Box 911
Brownsville, Texas 78520

By: _____

Title: _____

Date:_____

# CERTIFICATE *of* SIGNATURE

REF. NUMBER
PVDPN-KK7SG-WTLGY-UCOQR

DOCUMENT COMPLETED BY ALL PARTIES ON
19 NOV 2025 17:53:19
UTC

| SIGNER | TIMESTAMP | SIGNATURE |
|---|---|---|
| **GUILLERMO TREVINO**<br>EMAIL<br>WILL.TREVINO@BROWNSVILLETX.GOV | SENT<br>19 NOV 2025 17:52:35<br>VIEWED<br>19 NOV 2025 17:52:43<br>SIGNED<br>19 NOV 2025 17:53:19 |  <br>IP ADDRESS<br>216.194.176.172<br>LOCATION<br>BROWNSVILLE, UNITED STATES |

**RECIPIENT VERIFICATION**

EMAIL VERIFIED
19 NOV 2025 17:52:43

NOBLE

# City of Brownsville - Public Safety Complex
## Guaranteed Maximum Price




**CORPORATE**
108 SOUTH MAIN STREET
LA FERIA, TEXAS 78559

**HOUSTON**
9000 SOUTHWEST FWY, SUITE 330
HOUSTON, TEXAS 77074

**SAN ANTONIO**
4764 RESEARCH DRIVE
SAN ANTONIO, TEXAS 78240

NOBLETX.COM

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# TAB 1 - GMP SUMMARY



August 11, 2026
Mr. Doroteo Garcia
City Manager of The City of Brownsville
Public Safety Complex
Brownsville, Texas 78520

**Re: City of Brownsville - Public Safety Complex**

Dear Mr. Garcia

Per our review meeting on **August 6, 2026**, we are pleased to present the proposed **Guaranteed Maximum Price (GMP)** for your review and approval.

The proposed GMP #2 is summarized as follows:

| Description | Amount |
|---|---|
| Proposed GMP #2 | $74,540,024 |
| Alternate #3 – Add Vehicle Storage Canopy | $276,130 |
| Alternate #5 – Add New Fuel Tank | $368,384 |
| Accepted VE / Cost Reduction Total | ($990,693) |
| **Proposed GMP #2 (with Accepted Alternates and VE Items)** | **$74,193,845** |
| Noble Fee Reduction 3.50% | ($12,116) |
| GMP #1 Contract Amount | $7,752,389 |
| **Total GMP #1 + GMP #2** | **$81,934,118** |

If the proposed dollar amounts, alternates, and VE/cost reduction items are acceptable, Noble will proceed with preparing the complete **GMP Submittal Book**, including the supporting documentation and backup information, in the same format and level of detail provided with the GMP #1 submittal.

Please let us know if you have any questions or require any additional information. We appreciate your review and look forward to your authorization to proceed with the GMP submission.

The following Executive Summary further defines the scope. We are looking forward to continuing our relationship with City of Brownsville on this exciting project.

Sincerely,

Ramon Dones
Project Executive

**The Bid Package #2 includes:**

- Site Work and Exterior:
  - Landscape and Irrigation
  - Landscape Furnishings
  - Synthetic Turf
  - Chain Link and Aluminum Security Fence and Gates
  - Termite Treatment
  - Sidewalks and Exposed Aggregate Paving
- Concrete and Structure
  - Building Foundations and Drilled Piers
  - Structural and Miscellaneous Metals
  - Cold Formed Metal Framing
  - Pre-Engineered Metal Buildings
- Building Envelope
  - Insulated Wall Sheathing
  - Building Insulation
  - Metal Roof and Wall Panels
  - Metal Composite Wall Panels
  - Roofing and Sheet Metal
  - Flashing
  - Waterproofing and Sealants
  - Roof Specialties and Curbs
- Openings and Glazing
  - Doors, Frames and Hardware
  - Glass and Glazing
  - Storefront Entrances and Windows
  - Rolldown Blinds
- Interior Construction
  - Rough Carpentry
  - Drywall
  - Acoustical Ceilings
  - Painting and High-Performance Coatings
  - Sound Panels
- Interior Finishes
  - Carpet
  - Resilient Flooring
  - Precast Terrazzo
  - Access Flooring
  - Quartz Countertops
  - Ultracompact and Metal Casework
- Specialties
  - Toilet Compartments
  - Toilet and Bath Accessories
  - Hand Dryers
  - Fire Extinguishers and Cabinets
  - Expansion Joint Covers
  - Visual Display Units
  - Protective Covers
  - Bullet Resistant Fiberglass
- Detention and Security System
  - Detention (Hardware, Equipment, Padding, Accessories, and Ceilings)
- Equipment and Furnishing
  - Wire Partitions
  - Folding Panel Partitions
  - Evidence Lockers
  - Metal Lockers
  - Plastic Laminated Lockers
  - Metal Storage Shelves
  - Mobile Storage
  - Residential Appliances
  - Laboratory Equipment
- Casework and Fixtures
  - Plastic Laminated and Metal Casework
  - Sinks and Tops
- Vertical Transportation
  - Elevators
- Fire Protection
  - Applied Fire Protection
  - Fire Stopping
  - Fire Protection Systems
- MEP Systems
  - Plumbing
  - HVAC
  - Electrical
  - Structured Cabling
  - Audio Visual
  - Security Systems
  - Security & Video Surveillance
  - Access Control
  - Emergency Radio Communications

** Items above as described in pricing documents used to prepare pricing.*

City of Brownsville – Public Safety Complex
1400 FM 511
Brownsville, TX 78526

**Executive Project Summary**

**Scope of Work:**

The Work of Project is defined by the Contract Documents and consists of the following: Site work for an approximately 100,000 square feet Masonry and Steel Type II construction type, two-story, Public Safety facility. Bid Package 2 includes sitework and exterior, concrete and structure, building envelope, opening and glazing, interior construction, interior finishes, specialties, detention and security system, equipment and furnishing, casework and fixtures, vertical transportation, fire protection, and mechanical, electrical, and plumbing systems.

**Additional Services and Scope Change**

None

**Schedule:**

Bid Package #2 Approval August 18th, 2026
Delivery of 100% CD April 17th, 2026
Advertise for Bids June 6th, 2026
Receive Subcontractor Bids June 18th, 2026
The anticipated Notice to Proceed date for the project August 18th, 2026
The anticipated Substantial Completion date for the project August 29, 2028
The anticipated Final Completion date for the project September 28, 2028

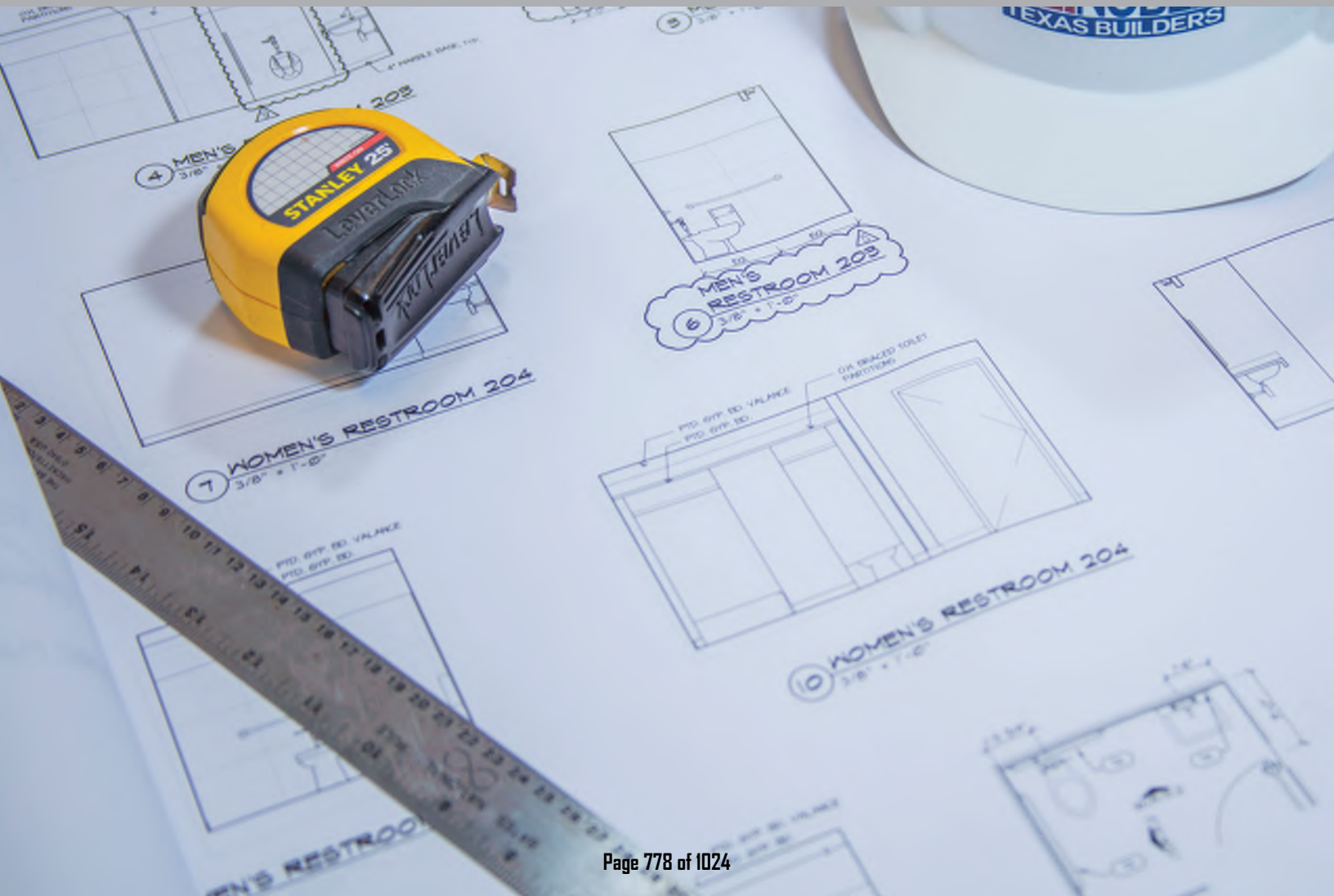
**Allowance:**

Bid Package 2

Includes the following allowances:

- $250,000 for Signage Allowance
- $350,000 for BDA radio (Emergency Radio Communications)
- $75,000 for Mock-ups Allowance
- $481,383 for Parking Canopy Allowance
- $75,000 for Delegated Design Canopy Connection Allowance
- $25,000 for (EQ-2) Atomic Clocks Allowance
- $30,000 for (EQ-3) Key Tracking System Allowance
- $24,000 for (EQ-4) Mat Room Floor & Wall Mats Allowance
- $2,826,113 for Integrated Audio-Visual System Allowance
- $888,323 Perimeter Security Fence Allowance
- $672,125 for CMAR Contingency
- Owner Contingency:
  - $625,000 Owner Contingency
  - + $1,198,916 (Generator allowance savings)
  - $1,823,916 New Owner Contingency Total

# TAB 2 – LIST OF DOCUMENTS



| CITY OF BROWNSVILLE PUBLIC SAFETY COMPLEX - BID PKG. 2 - PRICING SET | | | |
|---|---|---|---|
| **DRAWING** | **DRAWING NAME** | **DATE** | **RECEIVED DATE** |
| **GENERAL** | | **DATE** | **RECEIVED DATE** |
| AG-1.1 | Cover Sheet | 3/15/2026 | 5/15/2026 |
| AG-1.2 | Sheet Index | 3/15/2026 | 5/15/2026 |
| AG-2.1 | Accessibility Standards | 3/15/2026 | 5/15/2026 |
| AG-2.2 | Accessibility Standards | 3/15/2026 | 5/15/2026 |
| AG-3.1 | Code Information | 3/15/2026 | 5/15/2026 |
| AG-3.2 | 1ST Floor Occupancy Plan | 3/15/2026 | 5/15/2026 |
| AG-3.3 | 2ND Floor Occupancy Plan | 3/15/2026 | 5/15/2026 |
| AG-3.4 | 1ST Floor Life Safety Plan | 3/15/2026 | 5/15/2026 |
| AG-3.5 | 2ND Floor Life Safety Plan | 3/15/2026 | 5/15/2026 |
| **CIVIL** | | **DATE** | **RECEIVED DATE** |
| C-1 | Topography | 3/15/2026 | 5/15/2025 |
| C-2 | Overall Civil Plan | 3/15/2026 | 5/15/2026 |
| C-2.1 | Partial Utility Plan | 3/15/2026 | 5/15/2026 |
| C-2.2 | Partial Utility Plan | 3/15/2026 | 5/15/2026 |
| C-2.3 | Partial Utility Plan | 3/15/2026 | 5/15/2026 |
| C-2.4 | Partial Utility Plan | 3/15/2026 | 5/15/2026 |
| C-3 | Overall Paving & Grading Plan | 3/15/2026 | 5/15/2026 |
| C-3.1 | Partial Paving & Grading Plan | 3/15/2026 | 5/15/2026 |
| C-3.2 | Partial Paving & Grading Plan | 3/15/2026 | 5/15/2026 |
| C-3.3 | Partial Paving & Grading Plan | 3/15/2026 | 5/15/2026 |
| C-3.4 | Partial Paving & Grading Plan | 3/15/2026 | 5/15/2026 |
| C-4 | Overall Control Plan | 3/15/2026 | 5/15/2026 |
| C-4.1 | Overall Control Plan | 3/15/2026 | 5/15/2026 |
| C-4-2 | Overall Control Plan | 3/15/2026 | 5/15/2026 |
| C-4.3 | Overall Control Plan | 3/15/2026 | 5/15/2026 |
| C-4.4 | Overall Control Plan | 3/15/2026 | 5/15/2026 |
| C-5 | Civil Details | 3/15/2026 | 5/15/2026 |
| C-6 | Water Line Details | NOT APPLICABLE | NOT APPLICABLE |
| C-7 | Sanitary Sewer Details | NOT APPLICABLE | NOT APPLICABLE |
| C-8 | Storm Water Pollution Prevention Plan Requirements | NOT APPLICABLE | NOT APPLICABLE |
| **LANDSCAPE** | | **DATE** | **RECEIVED DATE** |
| L100 | Materials Key Plan | 5/15/2026 | 5/15/2026 |
| L101 | Materials Plan Zone 1 | 5/15/2026 | 5/15/2026 |
| L102 | Materials Plan Zone 2 | 5/15/2026 | 5/15/2026 |
| L103 | Materials Plan Zone 3 | 5/15/2026 | 5/15/2026 |
| L104 | Materials Plan Zone 4 | 5/15/2026 | 5/15/2026 |
| L110 | Materials Enlargement | 5/15/2026 | 5/15/2026 |
| L500 | Planting Key Plan | 5/15/2026 | 5/15/2026 |
| L501 | Planting Plan Zone 1 | 5/15/2026 | 5/15/2026 |
| L502 | Planting Plan Zone 2 | 5/15/2026 | 5/15/2026 |
| L503 | Planting Plan Zone 3 | 5/15/2026 | 5/15/2026 |
| L504 | Planting Plan Zone 4 | 5/15/2026 | 5/15/2026 |
| L511 | Irrigation Plan Zone 1 | NOT APPLICABLE | 5/15/2026 |
| L512 | Irrigation Plan Zone 2 | NOT APPLICABLE | 5/15/2026 |
| L513 | Irrigation Plan Zone 3 | NOT APPLICABLE | 5/15/2026 |
| L514 | Irrigation Plan Zone 4 | NOT APPLICABLE | 5/15/2026 |
| L515 | Irrigation Notes & Details | NOT APPLICABLE | 5/15/2026 |
| L516 | Irrigation Notes & Details- ADD ALT | NOT APPLICABLE | 5/15/2026 |
| L520 | Planting Schedule | 5/15/2026 | 5/15/2026 |
| L590 | Typical Planting Details | 5/15/2026 | 5/15/2026 |
| L591 | Typical Planting Details | 5/15/2026 | 5/15/2026 |
| L600 | Site Sections | 5/15/2026 | 5/15/2026 |
| L601 | Site Sections | 5/15/2026 | 5/15/2026 |
| L602 | Site Sections | 5/15/2026 | 5/15/2026 |
| L900 | Typical Site Details | 5/15/2026 | 5/15/2026 |
| L901 | Typical Site Details | 5/15/2026 | 5/15/2026 |
| **ARCHITECTURAL** | | **DATE** | **RECEIVED DATE** |

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|---|---|---|---|
| A-1.1 | Proposed Site Plan | 3/15/2026 | 5/15/2026 |
| A-1.2 | Site Details | 3/15/2026 | 5/15/2026 |
| A-1.3 | Site Details | 3/15/2026 | 5/15/2026 |
| A-1.4 | Site Details | 3/15/2026 | 5/15/2026 |
| A-1.5 | Site Details | 3/15/2026 | 5/15/2026 |
| A-1.6 | Site Details | 3/15/2026 | 5/15/2026 |
| A-1.7 | Site Details | 3/15/2026 | 5/15/2026 |
| A-1.8 | Site Details | 3/15/2026 | 5/15/2026 |
| A-2.0 | Wall Types | 3/15/2026 | 5/15/2026 |
| A-2.1 | Overall 1ST Floor Plan | 3/15/2026 | 5/15/2026 |
| A-2.1A | Enlarged 1ST Floor Plan '1A' | 3/15/2026 | 5/15/2026 |
| A-2.1B | Enlarged 1ST Floor Plan '1B' | 3/15/2026 | 5/15/2026 |
| A-2.1C | Enlarged 1ST Floor Plan '1C' | 3/15/2026 | 5/15/2026 |
| A-2.1D | Enlarged 1ST Floor Plan '1D' | 3/15/2026 | 5/15/2026 |
| A-2.2 | Overall 2ND Floor Plan | 3/15/2026 | 5/15/2026 |
| A-2.2C | Enlarged 2ND Floor Plan '2C' | 3/15/2026 | 5/15/2026 |
| A-2.2D | Enlarged 2ND Floor Plan '2D' | 3/15/2026 | 5/15/2026 |
| A-2.3 | Clerestory & Chiller Yard Floor Plan | 3/15/2026 | 5/15/2026 |
| A-2.4 | Overall 1ST Floor Equipment Plan | 3/15/2026 | 5/15/2026 |
| A-2.4A | Enlarged 1ST Floor Equipment Plan '1A' | 3/15/2026 | 5/15/2026 |
| A-2.4B | Enlarged 1ST Floor Equipment Plan '1B' | 3/15/2026 | 5/15/2026 |
| A-2.4C | Enlarged 1ST Floor Equipment Plan '1C' | 3/15/2026 | 5/15/2026 |
| A-2.4D | Enlarged 1ST Floor Equipment Plan '1D' | 3/15/2026 | 5/15/2026 |
| A-2.5 | Overall 2ND Floor Equipment Plan | 3/15/2026 | 5/15/2026 |
| A-2.5C | Enlarged 2ND Floor Equipment Plan '2C' | 3/15/2026 | 5/15/2026 |
| A-2.5D | Enlarged 2ND Floor Equipment Plan '2D' | 3/15/2026 | 5/15/2026 |
| A-2.6 | Enlarged Floor Plan | 3/15/2026 | 5/15/2026 |
| A-2.7 | Enlarged Floor Plan | 3/15/2026 | 5/15/2026 |
| A-2.8 | Enlarged Floor Plan | 3/15/2026 | 5/15/2026 |
| A-2.9 | Plan Details | 3/15/2026 | 5/15/2026 |
| A-2.10 | Plan Details | 3/15/2026 | 5/15/2026 |
| A-2.11 | Plan Details | 3/15/2026 | 5/15/2026 |
| A-2.12 | Plan Details | 3/15/2026 | 5/15/2026 |
| A-3.1 | Exterior Elevations | 3/15/2026 | 5/15/2026 |
| A-3.2 | Exterior Elevation Details | 3/15/2026 | 5/15/2026 |
| A-4.1 | Building Sections | 3/15/2026 | 5/15/2026 |
| A-4.2 | Building Sections | 3/15/2026 | 5/15/2026 |
| A-4.3 | Building Sections | 3/15/2026 | 5/15/2026 |
| A-4.4 | Building Sections | 3/15/2026 | 5/15/2026 |
| A-4.5 | Wall Sections | 3/15/2026 | 5/15/2026 |
| A-4.6 | Wall Sections | 3/15/2026 | 5/15/2026 |
| A-4.7 | Stair Sections | 3/15/2026 | 5/15/2026 |
| A-4.8 | Stair Sections | 3/15/2026 | 5/15/2026 |
| A-4.9 | Stair Sections | 3/15/2026 | 5/15/2026 |
| A-5.1 | Interior Elevations | 3/15/2026 | 5/15/2026 |
| A-5.2 | Interior Elevations | 3/15/2026 | 5/15/2026 |
| A-5.3 | Interior Elevations | 3/15/2026 | 5/15/2026 |
| A-5.4 | Interior Elevations | 3/15/2026 | 5/15/2026 |
| A-5.5 | Interior Elevations | 3/15/2026 | 5/15/2026 |
| A-5.6 | Interior Elevations | 3/15/2026 | 5/15/2026 |
| A-5.7 | Interior Elevations | 3/15/2026 | 5/15/2026 |
| A-5.8 | Interior Elevations | 3/15/2026 | 5/15/2026 |
| A-5.9 | Interior Elevations | 3/15/2026 | 5/15/2026 |
| A-5.10 | Interior Elevation | 3/15/2026 | 5/15/2026 |
| A-5.11 | Interior Elevation | 3/15/2026 | 5/15/2026 |
| A-5.12 | Interior Elevation | 3/15/2026 | 5/15/2026 |
| A-5.13 | Interior Elevation | 3/15/2026 | 5/15/2026 |
| A-5.14 | Not Used | 3/15/2026 | 5/15/2026 |
| A-5.15 | Millwork Sections | 3/15/2026 | 5/15/2026 |
| A-5.16 | Millwork Sections | 3/15/2026 | 5/15/2026 |
| A-5.17 | Millwork Sections | 3/15/2026 | 5/15/2026 |

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|---|---|---|---|
| A-5.18 | Millwork Sections | 3/15/2026 | 5/15/2026 |
| A-5.19 | Millwork Sections | 3/15/2026 | 5/15/2026 |
| A-6.1 | Roof Plan | 3/15/2026 | 5/15/2026 |
| A-6.2 | Roof Details | 3/15/2026 | 5/15/2026 |
| A-6.3 | Roof Details | 3/15/2026 | 5/15/2026 |
| A-7.1 | Overall 1ST Floor Reflected Ceiling Plan | 3/15/2026 | 5/15/2026 |
| A-7.1A | Enlarged 1ST Floor Rcp Plan '1A' | 3/15/2026 | 5/15/2026 |
| A-7.1B | Enlarged 1ST Floor Rcp Plan '1B' | 3/15/2026 | 5/15/2026 |
| A-7.1C | Enlarged 1ST Floor Rcp Plan '1C' | 3/15/2026 | 5/15/2026 |
| A-7.1D | Enlarged 1ST Floor Rcp Plan '1D' | 3/15/2026 | 5/15/2026 |
| A-7.2 | Overall 2ND Floor Reflected Ceiling Plan | 3/15/2026 | 5/15/2026 |
| A-7.2C | Enlarged 2ND Floor Rcp Plan '2C' | 3/15/2026 | 5/15/2026 |
| A-7.2D | Enlarged 2ND Floor Rcp Plan '2D' | 3/15/2026 | 5/15/2026 |
| A-8.1 | Schedules | 3/15/2026 | 5/15/2026 |
| A-8.2 | Schedules | 3/15/2026 | 5/15/2026 |
| A-8.3 | Door & Frame Types | 3/15/2026 | 5/15/2026 |
| A-8.4 | Room Finish Schedule | 3/15/2026 | 5/15/2026 |
| A-8.5 | Room Finish Schedule | 3/15/2026 | 5/15/2026 |
| A-8.6 | Room Finish Schedule | 3/15/2026 | 5/15/2026 |
| A-8.7 | Interior Material Legend | 3/15/2026 | 5/15/2026 |
| A-8.8 | Exterior Window Types | 3/15/2026 | 5/15/2026 |
| A-8.9 | Interior Window Types | 3/15/2026 | 5/15/2026 |
| A-8.10 | Typical Exterior Door Details | 3/15/2026 | 5/15/2026 |
| A-8.11 | Typical Exterior Door & Window Details | 3/15/2026 | 5/15/2026 |
| A-8.12 | Typical Exterior Door Details | 3/15/2026 | 5/15/2026 |
| A-8.13 | Typical Interior Door & Window Details | 3/15/2026 | 5/15/2026 |
| A-9.1 | Overall 1ST Floor Finish Plan | 3/15/2026 | 5/15/2026 |
| A-9.2 | Overall 2ND Floor Finish Plan | 3/15/2026 | 5/15/2026 |
| **STRUCTURAL** | | **DATE** | **RECEIVED DATE** |
| S1.1 | Structural Notes | 5/15/2026 | 5/15/2026 |
| S1.2 | Structural Notes | 5/15/2026 | 5/15/2026 |
| S1.3 | Structural Notes | 5/15/2026 | 5/15/2026 |
| S1.4 | Structural Details | 5/15/2026 | 5/15/2026 |
| S1.5 | Structural Details | 5/15/2026 | 5/15/2026 |
| S1.6 | Structural Details | 5/15/2026 | 5/15/2026 |
| S1.7 | Site Plan | 5/15/2026 | 5/15/2026 |
| S2.1 | Foundation Plan Area 1A | 5/15/2026 | 5/15/2026 |
| S2.1C | Partial Foundation Control Joint Plan Area 1A | 5/15/2026 | 5/15/2026 |
| S2.2 | Foundation Plan Area 1B | 5/15/2026 | 5/15/2026 |
| S2.2C | Partial Foundation Control Joint Plan Area 1B | 5/15/2026 | 5/15/2026 |
| S2.3 | Foundation Plan Area 1C | 5/15/2026 | 5/15/2026 |
| S2.3C | Partial Foundation Control Joint Plan Area 1C | 5/15/2026 | 5/15/2026 |
| S2.4 | Foundation Plan Area 1D | 5/15/2026 | 5/15/2026 |
| S2.4C | Partial Foundation Control Joint Plan Area 1D | 5/15/2026 | 5/15/2026 |
| S2.5 | Foundation Details | 5/15/2026 | 5/15/2026 |
| S2.6 | Foundation Details | 5/15/2026 | 5/15/2026 |
| S2.7 | Foundation Details | 5/15/2026 | 5/15/2026 |
| S2.8 | Vehicle Storage Canopy Foundation Plan | 5/15/2026 | 5/15/2026 |
| S2.9 | Pedestrian Bridge Foundation Plan | 5/15/2026 | 5/15/2026 |
| S2.10 | Entrance Gate Foundation Plan | 5/15/2026 | 5/15/2026 |
| S2.11 | Dumpster Pad Foundation Plan | 5/15/2026 | 5/15/2026 |
| S2.12 | Pergola And Overlook Foundation Plan | 5/15/2026 | 5/15/2026 |
| S2.13 | Generator Foundation Plan | 5/15/2026 | 5/15/2026 |
| S2.14 | Chiller And Mechanical Yard Foundation Plan | 5/15/2026 | 5/15/2026 |
| S3.1-1 | Partial Low Roof CMU Wall & Columngirder Plan 1A | 5/15/2026 | 5/15/2026 |
| S3.1-2 | Partial Low Roof Joist Framing Plan Area 1A | 5/15/2026 | 5/15/2026 |
| S3.2-1 | Partial Low Roof Cmu Wall & Columngirder Plan 1B | 5/15/2026 | 5/15/2026 |
| S3.2-2 | Partial Low Roof Framing Plan Area 1B | 5/15/2026 | 5/15/2026 |
| S3.3-1 | Partial 2ND Floor Column & Girder Framing Plan Area 1C | 5/15/2026 | 5/15/2026 |
| S3.3-2 | Partial 2ND Floor Composite Joistframing Plan Area 1C | 5/15/2026 | 5/15/2026 |
| S3.4-1 | Partial 2ND Floor Column & Girder Framing Plan Area 1D | 5/15/2026 | 5/15/2026 |

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| S3.4-2 | Partial 2ND Floor Composite Joistframing Plan Area 1D | 5/15/2026 | 5/15/2026 |
| S3.5-1 | Partial High Roof Column & Girder Framing Plan Area 2C | 5/15/2026 | 5/15/2026 |
| S3.5-2 | Partial High Roof Joist Framing Plan Area 2C | 5/15/2026 | 5/15/2026 |
| S3.6-1 | Partial High Roof Column & Girderplan Area 2D | 5/15/2026 | 5/15/2026 |
| S3.6-2 | Partial High Roof Joist Framing Plan Area 2D | 5/15/2026 | 5/15/2026 |
| S3.7 | Clerestory And Monitor Framing Plan | 5/15/2026 | 5/15/2026 |
| S3.8 | Pergola And Mechanical Framing Plan | 5/15/2026 | 5/15/2026 |
| S3.9 | Pedestrian Bridge Framing Plan | 5/15/2026 | 5/15/2026 |
| S3.10 | Stair Framing Plan/Details | 5/15/2026 | 5/15/2026 |
| S3.11 | Brace Profiles | 5/15/2026 | 5/15/2026 |
| S3.12 | Brace Profiles | 5/15/2026 | 5/15/2026 |
| S3.13 | Generator Roof Framing Plan | 5/15/2026 | 5/15/2026 |
| S4.1 | Framing Details | 5/15/2026 | 5/15/2026 |
| S4.2 | Framing Details | 5/15/2026 | 5/15/2026 |
| S4.3 | Framing Details | 5/15/2026 | 5/15/2026 |
| S4.4 | Framing Details | 5/15/2026 | 5/15/2026 |
| S4.5 | Framing Details | 5/15/2026 | 5/15/2026 |
| S4.6 | Framing Details | 5/15/2026 | 5/15/2026 |
| S4.7 | Framing Details | 5/15/2026 | 5/15/2026 |
| S4.8 | Framing Details | 5/15/2026 | 5/15/2026 |
| S4.9 | Framing Details | 5/15/2026 | 5/15/2026 |
| S4.10 | Framing Details | 5/15/2026 | 5/15/2026 |
| S4.11 | Framing Details | 5/15/2026 | 5/15/2026 |
| **MEP** | | **DATE** | **RECEIVED DATE** |
| MS-1.1 | Mechanical Site Plan | 5/15/2026 | 5/15/2026 |
| M2.1 | Mechanical General Notes &Symbols Legend | 5/15/2026 | 5/15/2026 |
| M3.1 | First First Floor Overallmechanical Plan | 5/15/2026 | 5/15/2026 |
| M-3.1A | Area '1A' First Floor Mechanical Plan | 5/15/2026 | 5/15/2026 |
| M-3.1B | Area '1B' First Floor Mechanical Plan | 5/15/2026 | 5/15/2026 |
| M-3.1C | Area '1C' First Floor Mechanical Plan | 5/15/2026 | 5/15/2026 |
| M-3.1D | Area '1D' First Floor Mechanical Plan | 5/15/2026 | 5/15/2026 |
| M-3.2 | Second Floor Overall Mechanical Plan | 5/15/2026 | 5/15/2026 |
| M-3.2C | Area '2C' Second Floor Mechanical Plan | 5/15/2026 | 5/15/2026 |
| M-3.2D | Area '2D' Second Floor Mechanical Plan | 5/15/2026 | 5/15/2026 |
| M-3.3 | Air Purification Mechanical Plan | 5/15/2026 | 5/15/2026 |
| M-4.1 | Central Plan Mechanical Plan | 5/15/2026 | 5/15/2026 |
| M-4.2 | Chilled Water Schematic Riser Diagram | 5/15/2026 | 5/15/2026 |
| M-4.3 | Central Plant Mechanical Elevation | 5/15/2026 | 5/15/2026 |
| M-4.4 | Central Plant Mechanical Isometric View | 5/15/2026 | 5/15/2026 |
| M-5.1 | Mechanical Roof Plan | 5/15/2026 | 5/15/2026 |
| M-5.2 | Mechanical Roof Isometric Plan | 5/15/2026 | 5/15/2026 |
| M-6.1 | First Floor Mechanical Zoning Plan | 5/15/2026 | 5/15/2026 |
| M-6.2 | Second Floor Mechanical Zoning Plan | 5/15/2026 | 5/15/2026 |
| M-7.1 | Enlarged Mechanical Plan | 5/15/2026 | 5/15/2026 |
| M-7.2 | Mechanical Elevations | 5/15/2026 | 5/15/2026 |
| M-7.3 | Mechanical Elevations | 5/15/2026 | 5/15/2026 |
| M-7.4 | Mechanical Elevations | 5/15/2026 | 5/15/2026 |
| M-8.1 | Mechanical Schedule | 5/15/2026 | 5/15/2026 |
| M-8.2 | Mechanical Schedule | 5/15/2026 | 5/15/2026 |
| M-8.3 | Mechanical Schedule | 5/15/2026 | 5/15/2026 |
| M-8.4 | Mechanical Schedule | 5/15/2026 | 5/15/2026 |
| M-8.5 | Mechanical Schedule | 5/15/2026 | 5/15/2026 |
| M-8.6 | Mechanical Schedules | 5/15/2026 | 5/15/2026 |
| M-9.1 | Mechanical Detail | 5/15/2026 | 5/15/2026 |
| M-9.2 | Mechanical Detail | 5/15/2026 | 5/15/2026 |
| M-9.3 | Mechanical Detail | 5/15/2026 | 5/15/2026 |
| M-9.4 | Mechanical Details | 5/15/2026 | 5/15/2026 |
| M-10.1 | Air Device Images | 5/15/2026 | 5/15/2026 |
| E1.2 | Electrical Site Plan | 5/15/2026 | 5/15/2026 |
| E1.3 | Overall Electrical Plan - First Floor | 5/15/2026 | 5/15/2026 |
| E1.4 | Overall Electrical Plan- Second Floor | 5/15/2026 | 5/15/2026 |

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| E1.5 | Overall Secondary Emergency Electrical Plan 1ST Floor | 5/15/2026 | 5/15/2026 |
| E1.6 | Overall Secondary Emergency Electrical Plan 2ND Floor | 5/15/2026 | 5/15/2026 |
| E2.1 | Electrical Legend & Abbreviations | 5/15/2026 | 5/15/2026 |
| E3.1A | Area '1A' 1ST Floor Lighting Plan | 5/15/2026 | 5/15/2026 |
| E3.1B | Area '1B' 1ST Floor Lighting Plan | 5/15/2026 | 5/15/2026 |
| E3.1C | Area '1C' 1ST Floor Lighting Plan | 5/15/2026 | 5/15/2026 |
| E3.1D | Area '1D' 1ST Floor Lighting Plan | 5/15/2026 | 5/15/2026 |
| E3.2C | Area '2C' 2ND Floor Lighting Plan | 5/15/2026 | 5/15/2026 |
| E3.2D | Area '2D' 2ND Floor Lighting Plan | 5/15/2026 | 5/15/2026 |
| E3.3 | Central Lighting Plan | 5/15/2026 | 5/15/2026 |
| E3.4 | Lighting Enlarged Plan | 5/15/2026 | 5/15/2026 |
| E3.5 | Lighting Enlarged Plans | 5/15/2026 | 5/15/2026 |
| E4.1A | Area '1A' First Floor Electrical Plan | 5/15/2026 | 5/15/2026 |
| E4.1B | Area '1B' First Floor Electrical Plan | 5/15/2026 | 5/15/2026 |
| E4.1C | Area '1C' First Floor Electrical Plan | 5/15/2026 | 5/15/2026 |
| E4.1D | Area '1D' First Floor Electrical Plan | 5/15/2026 | 5/15/2026 |
| E4.2C | Area '2C' Second Floor Electrical Plan | 5/15/2026 | 5/15/2026 |
| E4.2D | Area '2D' Second Floor Electrical Plan | 5/15/2026 | 5/15/2026 |
| E4.3 | Central Electrical Plan | 5/15/2026 | 5/15/2026 |
| E5.1A | Area '1A' First Floor Electrical Equipment Plan | 5/15/2026 | 5/15/2026 |
| E5.1B | Area '1B' First Floor Electrical Equipment Plan | 5/15/2026 | 5/15/2026 |
| E5.1C | Area '1C' First Floor Electrical Equipment Plan | 5/15/2026 | 5/15/2026 |
| E5.1D | Area '1D' First Floor Electrical Equipment Plan | 5/15/2026 | 5/15/2026 |
| E5.2C | Area '2C' Second Floor Electrical Equipment Plan | 5/15/2026 | 5/15/2026 |
| E5.2D | Area '2D' Second Floor Electrical Equipment Plan | 5/15/2026 | 5/15/2026 |
| E6.1A | Electrical '1A' Roof Electrical Plan | 5/15/2026 | 5/15/2026 |
| E6.1B | Area '1B' Roof Electrical Plan | 5/15/2026 | 5/15/2026 |
| E6.1C | Area '1C' Roof Electrical Plan | 5/15/2026 | 5/15/2026 |
| E6.1D | Area '1D' Roof Electrical Plan | 5/15/2026 | 5/15/2026 |
| E7.1 | Electrical Enlarged Plan | 5/15/2026 | 5/15/2026 |
| E7.2 | Electrical Enlarged Plan | 5/15/2026 | 5/15/2026 |
| E8.1 | Luminaire Schedule | 5/15/2026 | 5/15/2026 |
| E8.2 | Luminaire Images | 5/15/2026 | 5/15/2026 |
| E8.3 | Luminaire Images | 5/15/2026 | 5/15/2026 |
| E8.4 | Luminaire Images | 5/15/2026 | 5/15/2026 |
| E8.5 | Luminaire Images | 5/15/2026 | 5/15/2026 |
| E8.6 | Lighting Controls Diagrams | 5/15/2026 | 5/15/2026 |
| E8.7 | Lighting Controls Diagrams | 5/15/2026 | 5/15/2026 |
| E8.8 | Lighting Controls Diagrams | 5/15/2026 | 5/15/2026 |
| E8.9 | Lighting Controls Diagrams | 5/15/2026 | 5/15/2026 |
| E8.10 | Lighting Controls Diagrams | 5/15/2026 | 5/15/2026 |
| E8.11 | Lighting Controls Diagrams | 5/15/2026 | 5/15/2026 |
| E8.12 | Lighting Controls Diagrams | 5/15/2026 | 5/15/2026 |
| E8.13 | Lighting Controls Diagrams | 5/15/2026 | 5/15/2026 |
| E8.14 | Lighting Controls Diagrams | 5/15/2026 | 5/15/2026 |
| E8.15 | Lighting Controls Diagrams | 5/15/2026 | 5/15/2026 |
| E8.16 | Lighting Controls Diagrams | 5/15/2026 | 5/15/2026 |
| E8.17 | Lighting Controls Diagrams | 5/15/2026 | 5/15/2026 |
| E8.18 | Lighting Controls Diagrams | 5/15/2026 | 5/15/2026 |
| E8.19 | Lighting Controls Diagrams | 5/15/2026 | 5/15/2026 |
| E8.20 | Lighting Controls Diagrams | 5/15/2026 | 5/15/2026 |
| E8.21 | Lighting Controls Diagrams | 5/15/2026 | 5/15/2026 |
| E8.22 | Lighting Controls Diagrams | 5/15/2026 | 5/15/2026 |
| E8.23 | Lighting Controls Diagrams | 5/15/2026 | 5/15/2026 |
| E8.24 | Lighting Controls Diagrams | 5/15/2026 | 5/15/2026 |
| E8.25 | Lighting Controls Diagrams | 5/15/2026 | 5/15/2026 |
| E8.26 | Lighting Controls Diagrams | 5/15/2026 | 5/15/2026 |
| E8.27 | Lighting Controls Diagrams | 5/15/2026 | 5/15/2026 |
| E8.28 | Lighting Controls Diagrams | 5/15/2026 | 5/15/2026 |
| E8.29 | Lighting Controls Diagrams | 5/15/2026 | 5/15/2026 |
| E8.30 | Lighting Controls Diagrams | 5/15/2026 | 5/15/2026 |

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| E8.31 | Lighting Controls Diagrams | 5/15/2026 | 5/15/2026 |
| E8.32 | Lighting Controls Diagrams | 5/15/2026 | 5/15/2026 |
| E8.33 | Lighting Controls Diagrams | 5/15/2026 | 5/15/2026 |
| E8.34 | Lighting Controls Diagrams | 5/15/2026 | 5/15/2026 |
| E8.35 | Lighting Controls Diagrams | 5/15/2026 | 5/15/2026 |
| E8.36 | Lighting Controls Diagrams | 5/15/2026 | 5/15/2026 |
| E9.1 | Electrical Riser Diagram | 5/15/2026 | 5/15/2026 |
| E9.2 | Electrical Utility Details | 5/15/2026 | 5/15/2026 |
| E10.1 | 1ST Floor Appliance Connection Schedule | 5/15/2026 | 5/15/2026 |
| E10.2 | 2ND Floor Appliance Connection Schedule | 5/15/2026 | 5/15/2026 |
| E11.1 | Electrical Schedules | 5/15/2026 | 5/15/2026 |
| E11.2 | Electrical Schedules | 5/15/2026 | 5/15/2026 |
| E12.1 | Electrical Panel Schedules | 5/15/2026 | 5/15/2026 |
| E12.2 | Electrical Panel Schedules | 5/15/2026 | 5/15/2026 |
| E12.3 | Electrical Panel Schedules | 5/15/2026 | 5/15/2026 |
| E12.4 | Electrical Panel Schedules | 5/15/2026 | 5/15/2026 |
| E12.5 | Electrical Panel Schedules | 5/15/2026 | 5/15/2026 |
| E12.6 | Electrical Panel Schedules | 5/15/2026 | 5/15/2026 |
| E12.7 | Electrical Panel Schedules | 5/15/2026 | 5/15/2026 |
| E12.8 | Electrical Panel Schedules | 5/15/2026 | 5/15/2026 |
| E13.1 | Electrical Details | 5/15/2026 | 5/15/2026 |
| E13.2 | Electrical Details | 5/15/2026 | 5/15/2026 |
| E13.3 | Electrical Details | 5/15/2026 | 5/15/2026 |
| E13.4 | Electrical Details | 5/15/2026 | 5/15/2026 |
| E13.5 | Electrical Details | 5/15/2026 | 5/15/2026 |
| E13.6 | Electrical Details | 5/15/2026 | 5/15/2026 |
| E13.7 | Electrical Details | 5/15/2027 | 5/15/2026 |
| PS-1.3 | Plumbing Site Plan | 5/15/2026 | 5/15/2026 |
| FS-2.1 | Fire Suppression 1ST Floor Plan | 5/15/2026 | 5/15/2026 |
| FS-2.2 | Fire Suppression 2ND Floor Plan | 5/15/2026 | 5/15/2026 |
| P-2.1 | 1ST Floor Plumbing Plan | 5/15/2026 | 5/15/2026 |
| P-2.1A | Area '1A' 1ST Floor Plumbing Plan | 5/15/2026 | 5/15/2026 |
| P-2.1A-1 | Area '1A' 1ST Floor Plumbing Isometric View | 5/15/2026 | 5/15/2026 |
| P-2.1B | Area '1B' 1ST Floor Plumbing Plan | 5/15/2026 | 5/15/2026 |
| P-2.1B-1 | Area '1B' 1ST Floor Plumbing Isometric View | 5/15/2026 | 5/15/2026 |
| P-2.1C | Area '1C' 1ST Floor Plumbing Plan | 5/15/2026 | 5/15/2026 |
| P-2.1C-1 | Area '1C' 1ST Floor Plumbing Isometric View | 5/15/2026 | 5/15/2026 |
| P-2.1D | Area '1D' 1ST Floor Plumbing Plan | 5/15/2026 | 5/15/2026 |
| P-2.1D-1 | Area '1D' 1ST Floor Plumbing Isometric View | 5/15/2026 | 5/15/2026 |
| P-2.1D-2 | Area '1D' 1ST Floor Plumbing Isometric View | 5/15/2026 | 5/15/2026 |
| P-2.2 | Overall 2ND Floor Plumbing Plan | 5/15/2026 | 5/15/2026 |
| P-2.2C | Area '2C' 2ND Floor Plumbing Plan | 5/15/2026 | 5/15/2026 |
| P-2.2C-1 | Area '2C' 2ND Floor Plumbing Isometric View | 5/15/2026 | 5/15/2026 |
| P-2.2D | Area '2D' 2ND Floor Plumbing Plan | 5/15/2026 | 5/15/2026 |
| P-2.2D-1 | Area '2D' 2ND Floor Plumbing Isometric View | 5/15/2026 | 5/15/2026 |
| P-2.3 | Central Plant Plumbing Plan | 5/15/2026 | 5/15/2026 |
| P-3.1 | Overall 1ST Floor Waste And Vent Plan | 5/15/2026 | 5/15/2026 |
| P-3.1A | Area '1A' 1ST Floor Waste & Vent Plan | 5/15/2026 | 5/15/2026 |
| P-3.1A-1 | Area '1A' 1ST Floor Waste & Vent Isometric View | 5/15/2026 | 5/15/2026 |
| P-3.1B | Area '1B' 1ST Floor Waste & Vent Plan | 5/15/2026 | 5/15/2026 |
| P-3.1B-1 | Area '1B' 1ST Floor Waste & Vent Isometric View | 5/15/2026 | 5/15/2026 |
| P-3.1C | Area '1C' 1ST Floor Waste & Vent Plan | 5/15/2026 | 5/15/2026 |
| P-3.1C-1 | Area '1C' 1ST Floor Waste & Vent Isometric View | 5/15/2026 | 5/15/2026 |
| P-3.1C-2 | Area '1C' 1ST Floor Waste & Vent Isometric View | 5/15/2026 | 5/15/2026 |
| P-3.1D | Area '1D' 1ST Floor Waste & Vent Plan | 5/15/2026 | 5/15/2026 |
| P-3.1D-1 | Area '1D' 1ST Floor Waste & Vent Isometric View | 5/15/2026 | 5/15/2026 |
| P-3.2 | Overall 2ND Floor Waste & Vent Plan | 5/15/2026 | 5/15/2026 |
| P-3.2C | Area '2C' 2ND Floor Partial Waste & Vent Plan | 5/15/2026 | 5/15/2026 |
| P-3.2C-1 | Area '2C' 2ND Floor Partial Waste & Vent Isometric View | 5/15/2026 | 5/15/2026 |
| P-3.2D | Area '2D' 2ND Floor Partial Waste & Vent Plan | 5/15/2026 | 5/15/2026 |
| P-3.2D-1 | Area '2D' 2ND Floor Partial Waste & Vent Isometric View | 5/15/2026 | 5/15/2026 |

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|---|---|---|---|
| P-3.3 | Central Plant Waste & Vent Plan | 5/15/2026 | 5/15/2026 |
| P-4.1 | Overall 1ST Floor Storm Sewer Plan | 5/15/2026 | 5/15/2026 |
| P-4.1A | Area '1A' 1ST Floor Storm Sewer Plan | 5/15/2026 | 5/15/2026 |
| P-4.1B | Area '1B' 1ST Floor Storm Sewer Plan | 5/15/2026 | 5/15/2026 |
| P-4.1C | Area '1C' 1ST Floor Storm Sewer Plan | 5/15/2026 | 5/15/2026 |
| P-4.1D | Area '1D' 1ST Floor Storm Sewer Plan | 5/15/2026 | 5/15/2026 |
| P-4.2 | Overall 2ND Floor Storm Sewer Plan | 5/15/2026 | 5/15/2026 |
| P-4.2C | Area '2C' 2ND Floor Storm Sewer Plan | 5/15/2026 | 5/15/2026 |
| P-4.2D | Area '2D' 2ND Floor Storm Sewer Plan | 5/15/2026 | 5/15/2026 |
| P-4.3 | Roof Storm Sewer Plan | 5/15/2026 | 5/15/2026 |
| P-4.4 | Storm Sewer Isometric View | 5/15/2026 | 5/15/2026 |
| P-5.1 | Plumbing Schedules | 5/15/2026 | 5/15/2026 |
| P-5.2 | Plumbing Schedules | 5/15/2026 | 5/15/2026 |
| P-5.3 | Plumbing Schedules | 5/15/2026 | 5/15/2026 |
| P-5.4 | Plumbing Schedules | 5/15/2026 | 5/15/2026 |
| P-5.5 | Plumbing Details | 5/15/2026 | 5/15/2026 |
| P-5.6 | Plumbing Details | 5/15/2026 | 5/15/2026 |
| P-5.7 | Plumbing Details | 5/15/2026 | 5/15/2026 |
| P-5.8 | Plumbing Fixture Images | 5/15/2026 | 5/15/2026 |
| P-5.9 | Plumbing Fixture Images | 5/15/2026 | 5/15/2026 |
| P-5.10 | Plumbing Fixtures Images | 5/15/2026 | 5/15/2026 |
| **TECHNOLOGY** | | **DATE** | **RECEIVED DATE** |
| ES-0.0 | Security, IT & A/V Symbols & Notes | 5/15/2026 | 5/15/2026 |
| ES-1.1 | Site Plan Security & IT | 5/15/2026 | 5/15/2026 |
| ES-2.1 | Overall 1ST Floor Technology Plan | 5/15/2026 | 5/15/2026 |
| ES-2.1A | Enlarged 1ST Floor Plan '1A' Security | 5/15/2026 | 5/15/2026 |
| ES-2.1B | Enlarged 1ST Floor Plan '1B' Security | 5/15/2026 | 5/15/2026 |
| ES-2.1C | Enlarged 1ST Floor Plan '1C' Security | 5/15/2026 | 5/15/2026 |
| ES-2.1D | Enlarged 1ST Floor Plan '1D' Security | 5/15/2026 | 5/15/2026 |
| ES-2.2 | Overall 2ND Floor Technology Plan | 5/15/2026 | 5/15/2026 |
| ES-2.2C | Enlarged 2ND Floor Plan '2C' Security | 5/15/2026 | 5/15/2026 |
| ES-2.2D | Enlarged 2ND Floor Plan '2D' Security | 5/15/2026 | 5/15/2026 |
| ES-3.1 | Security Details | 5/15/2026 | 5/15/2026 |
| ES-3.2 | Security Details | 5/15/2026 | 5/15/2026 |
| ES-3.3 | Security Details Interview Rooms | 5/15/2026 | 5/15/2026 |
| ES-3.4 | Security Details Interview Rooms | 5/15/2026 | 5/15/2026 |
| ES-3.5 | Security Details Interview Rooms | 5/15/2026 | 5/15/2026 |
| ES-4.1 | Security Schedules | 5/15/2026 | 5/15/2026 |
| ES-4.2 | Security Schedules | 5/15/2026 | 5/15/2026 |
| ES-4.3 | Security Schedules | 5/15/2026 | 5/15/2026 |
| ES-4.4 | Security Riser Diagram | 5/15/2026 | 5/15/2026 |
| ES-7.1 | Overall 1ST Floor Reflected Ceiling Technology Plan | 5/15/2026 | 5/15/2026 |
| ES-7.1A | Enlarged 1ST Floor Reflected Ceiling Technology Plan '1A' | 5/15/2026 | 5/15/2026 |
| ES-7.1B | Enlarged 1ST Floor Reflected Ceiling Technology Plan '1B' | 5/15/2026 | 5/15/2026 |
| ES-7.1C | Enlarged 1ST Floor Reflected Ceiling Technology Plan '1C' | 5/15/2026 | 5/15/2026 |
| ES-7.1D | Enlarged 1ST Floor Reflected Ceiling Technology Plan '1D' | 5/15/2026 | 5/15/2026 |
| ES-7.2 | Overall 2ND Floor Reflected Ceiling Technology Plan | 5/15/2026 | 5/15/2026 |
| ES-7.2C | Enlarged 2ND Floor Reflected Ceiling Technology Plan '2C' | 5/15/2026 | 5/15/2026 |
| ES-7.2D | Enlarged 2ND Floor Reflected Ceiling Technology Plan '2D' | 5/15/2026 | 5/15/2026 |
| AV-2.1A | Enlarged 1ST Floor Plan '1A' Audio Visual | 5/15/2026 | 5/15/2026 |
| AV-2.1B | Enlarged 1ST Floor Plan '1B' Audio Visual | 5/15/2026 | 5/15/2026 |
| AV-2.1C | Enlarged 1ST Floor Plan '1C' Audio Visual | 5/15/2026 | 5/15/2026 |
| AV-2.1D | Enlarged 1ST Floor Plan '1D' Audio Visual | 5/15/2026 | 5/15/2026 |
| AV-2.2C | Enlarged 2ND Floor Plan '2C' Audio Visual | 5/15/2026 | 5/15/2026 |
| AV-2.2D | Enlarged 2ND Floor Plan '2D' Audio Visual | 5/15/2026 | 5/15/2026 |
| AV-4.1 | Audio Visual Schedules | 5/15/2026 | 5/15/2026 |
| AV-5.11 | Interior Elevations Audio Visual | 5/15/2026 | 5/15/2026 |
| AV-5.12 | Interior Elevations Audio Visual | 5/15/2026 | 5/15/2026 |
| AV-5.2 | AV Details | 5/15/2026 | 5/15/2026 |
| AV-7.1D | Enlarged 1ST Floor Plan RCP '1D' Audio Visual | 5/15/2026 | 5/15/2026 |
| AV-7.2C | Enlarged 2Nd Floor Plan RCP '2C' Audio Visual | 5/15/2026 | 5/15/2026 |

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| IT-1.1 | IT Site Plan | 5/15/2026 | 5/15/2026 |
| IT-2.1A | Enlarged 1ST Floor Plan '1A' IT Plan | 5/15/2026 | 5/15/2026 |
| IT-2.1B | Enlarged 1ST Floor Plan '1B' IT Plan | 5/15/2026 | 5/15/2026 |
| IT-2.1C | Enlarged 1ST Floor Plan '1C' IT Plan | 5/15/2026 | 5/15/2026 |
| IT-2.1D | Enlarged 1ST Floor Plan '1D' IT Plan | 5/15/2026 | 5/15/2026 |
| IT-2.2C | Enlarged 2ND Floor Plan '2C' IT Plan | 5/15/2026 | 5/15/2026 |
| IT-2.2D | Enlarged 2ND Floor Plan '2D' IT Plan | 5/15/2026 | 5/15/2026 |
| IT-3.1 | Equipment Room Details | 5/15/2026 | 5/15/2026 |
| IT-3.2 | Equipment Room Details | 5/15/2026 | 5/15/2026 |
| IT-3.3 | Equipment Room Details | 5/15/2026 | 5/15/2026 |
| IT-3.4 | Equipment Room Details | 5/15/2026 | 5/15/2026 |
| IT-4.1 | IT Details | 5/15/2026 | 5/15/2026 |
| IT-4.2 | IT Details | 5/15/2026 | 5/15/2026 |
| IT-4.3 | IT Details | 5/15/2026 | 5/15/2026 |
| IT-6.1 | IT Roof Plan | 5/15/2026 | 5/15/2026 |
| IT-7.1 | Overall 1ST Floor Reflected Ceiling IT Plan | 5/15/2026 | 5/15/2026 |
| IT-7.1A | Enlarged 1ST Floor Plan Reflected Ceiling IT Plan '1A' | 5/15/2026 | 5/15/2026 |
| IT-7.1B | Enlarged 1ST Floor Plan Reflected Ceiling IT Plan '1B' | 5/15/2026 | 5/15/2026 |
| IT-7.1C | Enlarged 1ST Floor Plan Reflected Ceiling IT Plan '1C' | 5/15/2026 | 5/15/2026 |
| IT-7.1D | Enlarged 1ST Floor Plan Reflected Ceiling IT Plan '1D' | 5/15/2026 | 5/15/2026 |
| IT-7.2 | Overall 2ND Floor Reflected Ceiling IT Plan | 5/15/2026 | 5/15/2026 |
| IT-7.2C | Enlarged 2ND Floor Plan Reflected Ceiling IT Plan '2C' | 5/15/2026 | 5/15/2026 |
| IT-7.2D | Enlarged 2ND Floor Plan Reflected Ceiling IT Plan '2D' | 5/15/2026 | 5/15/2026 |
| **ADDENDUM No. #1** | | | |
| **DRAWING** | **DRAWING NAME** | **DATE** | **RECEIVED DATE** |
| S1.5 | General Structural Details | 6/4/2026 | 6/5/2026 |
| S1.7 | Structural Site Plan | 6/4/2026 | 6/5/2026 |
| S2.1 | Partial Foundation Plan Area 1A | 6/4/2026 | 6/5/2026 |
| S2.2 | Partial Foundation Plan Area 1B | 6/4/2026 | 6/5/2026 |
| S2.3 | Partial Foundation Plan Area 1C | 6/4/2026 | 6/5/2026 |
| S2.4 | Partial Foundation Plan Area 1D | 6/4/2026 | 6/5/2026 |
| S2.5 | Foundation Details | 6/4/2026 | 6/5/2026 |
| S2.7 | Foundation Details | 6/4/2026 | 6/5/2026 |
| S2.8 | Vehicle Storage Canopy Foundation | 6/4/2026 | 6/5/2026 |
| S2.9 | Pedestrian Bridge Foundation Plan | 6/4/2026 | 6/5/2026 |
| S2.10 | Entrance Gate Foundation Plan | 6/4/2026 | 6/5/2026 |
| S2.12 | Pergola & Overlook Foundation Plan | 6/4/2026 | 6/5/2026 |
| S2.13 | Generator Foundation Plan | 6/4/2026 | 6/5/2026 |
| S2.14 | Chiller Yard and Mechanical Yard Foundation Plan | 6/4/2026 | 6/5/2026 |
| S3.1-1 | Partial Low Roof CMU Wall & Column Girder Plan 1A | 6/4/2026 | 6/5/2026 |
| S3.1-2 | Partial Low Roof Joist Framing Plan 1A | 6/4/2026 | 6/5/2026 |
| S3.2-1 | Partial Low Roof CMU Wall & Column Girder Plan 1A | 6/4/2026 | 6/5/2026 |
| S3.2-2 | Partial Low Roof Framing Plan 1B | 6/4/2026 | 6/5/2026 |
| S3.3-1 | Partial 2nd Floor Column & Girder Framing Plan Area 1C | 6/4/2026 | 6/5/2026 |
| S3.3-2 | Partial 2nd Floor / Low Roof Composite Joist Framing Plan Area 1C | 6/4/2026 | 6/5/2026 |
| S3.4-1 | Partial 2nd Floor Column & Girder Framing Plan Area 1D | 6/4/2026 | 6/5/2026 |
| S3.4-2 | Partial 2nd Floor / Low Roof Composite Joist Framing Plan Area 1D | 6/4/2026 | 6/5/2026 |
| S3.5-1 | Partial High Roof Column & Girder Framing Plan Area 2C | 6/4/2026 | 6/5/2026 |
| S3.5-2 | Partial High Roof Joist Framing Plan Area 2C | 6/4/2026 | 6/5/2026 |
| S3.6-1 | Partial High Roof Column & Girder Plan Area 2D | 6/4/2026 | 6/5/2026 |
| S3.6-2 | Partial High Roof Joist Framing Plan Area 2D | 6/4/2026 | 6/5/2026 |
| S3.7 | Clerestory Framing Plan | 6/4/2026 | 6/5/2026 |
| S3.8 | Pergola and Chiller Yard Framing Plan | 6/4/2026 | 6/5/2026 |
| S3.10 | Stair Framing Plan | 6/4/2026 | 6/5/2026 |
| S3.11 | Brace Profiles | 6/4/2026 | 6/5/2026 |
| S3.12 | Brace Profiles | 6/4/2026 | 6/5/2026 |
| S3.13 | Generator Roof Framing Plan | 6/4/2026 | 6/5/2026 |
| S4.1 | Framing Details | 6/4/2026 | 6/5/2026 |
| S4.2 | Framing Details | 6/4/2026 | 6/5/2026 |
| S4.3 | Framing Details | 6/4/2026 | 6/5/2026 |
| S4.4 | Framing Details | 6/4/2026 | 6/5/2026 |

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| S4.5 | Framing Details | 6/4/2026 | 6/5/2026 |
| S4.6 | Framing Details | 6/4/2026 | 6/5/2026 |
| S4.7 | Framing Details | 6/4/2026 | 6/5/2026 |
| S4.8 | Framing Details | 6/4/2026 | 6/5/2026 |
| S4.9 | Framing Details | 6/4/2026 | 6/5/2026 |
| S4.10 | Framing Details | 6/4/2026 | 6/5/2026 |
| S4.11 | Framing Details | 6/4/2026 | 6/5/2026 |
| MS-1.1 | Mechanical Site Plan | 6/4/2026 | 6/5/2026 |
| M-3.1A | Area '1A' First Floor Mechanical Plan | 6/4/2026 | 6/5/2026 |
| M-3.1B | Area '1B' First Floor Mechanical Plan | 6/4/2026 | 6/5/2026 |
| M-3.1C | Area '1C' First Floor Mechanical Plan | 6/4/2026 | 6/5/2026 |
| M-3.1D | Area '1D' First Floor Mechanical Plan | 6/4/2026 | 6/5/2026 |
| M-3.2C | Area '2C' Second Floor Mechanical Plan | 6/4/2026 | 6/5/2026 |
| M-3.2D | Area '2D' Second Floor Mechanical Plan | 6/4/2026 | 6/5/2026 |
| M-5.1 | Overall Roof Mechanical Plan | 6/4/2026 | 6/5/2026 |
| M-8.6 | Air Device & Diffuser Schedule | 6/4/2026 | 6/5/2026 |
| E1.2 | Electrical Site Plan | 6/4/2026 | 6/5/2026 |
| E2.1 | Electrical Legend & Abbreviations | 6/4/2026 | 6/5/2026 |
| E3.1A | Area '1A' First Floor - Lighting Plan | 6/4/2026 | 6/5/2026 |
| E3.1B | Area '1B' First Floor - Lighting Plan | 6/4/2026 | 6/5/2026 |
| E3.1C | Area '1C' First Floor - Lighting Plan | 6/4/2026 | 6/5/2026 |
| E3.1D | Area '1D' First Floor - Lighting Plan | 6/4/2026 | 6/5/2026 |
| E3.2C | Area '2C' Second Floor - Lighting Plan | 6/4/2026 | 6/5/2026 |
| E3.2D | Area '2D' Second Floor - Lighting Plan | 6/4/2026 | 6/5/2026 |
| E3.3 | Central Lighting Plan | 6/4/2026 | 6/5/2026 |
| E4.1A | Area '1A' First Floor - Electrical Plan | 6/4/2026 | 6/5/2026 |
| E4.2C | Area '2C' Second Floor - Electrical Plan | 6/4/2026 | 6/5/2026 |
| E6.1C | Area '1C' Roof Floor - Electrical Plan | 6/4/2026 | 6/5/2026 |
| E7.1 | Electrical Enlarged Plans | 6/4/2026 | 6/5/2026 |
| E8.1 | Luminaire Schedule | 6/4/2026 | 6/5/2026 |
| E8.3 | Luminaire Images | 6/4/2026 | 6/5/2026 |
| E8.10 | Lighting Controls Diagrams | 6/4/2026 | 6/5/2026 |
| E8.13 | Lighting Controls Diagrams | 6/4/2026 | 6/5/2026 |
| E8.14 | Lighting Controls Diagrams | 6/4/2026 | 6/5/2026 |
| E8.16 | Lighting Controls Diagrams | 6/4/2026 | 6/5/2026 |
| E8.19 | Lighting Controls Diagrams | 6/4/2026 | 6/5/2026 |
| E8.32 | Lighting Controls Diagrams | 6/4/2026 | 6/5/2026 |
| E8.34 | Lighting Controls Diagrams | 6/4/2026 | 6/5/2026 |
| E9.1 | Electrical Riser Diagram | 6/4/2026 | 6/5/2026 |
| E11.1 | Electrical Schedules | 6/4/2026 | 6/5/2026 |
| E11.2 | Electrical Schedules | 6/4/2026 | 6/5/2026 |
| E12.1 | Electrical Panel Schedules | 6/4/2026 | 6/5/2026 |
| E12.2 | Electrical Panel Schedules | 6/4/2026 | 6/5/2026 |
| E12.3 | Electrical Panel Schedules | 6/4/2026 | 6/5/2026 |
| E12.4 | Electrical Panel Schedules | 6/4/2026 | 6/5/2026 |
| E12.5 | Electrical Panel Schedules | 6/4/2026 | 6/5/2026 |
| P-2.1 | 1ST Floor Plumbing Plan | 6/4/2026 | 6/5/2026 |
| P-2.1D | Area '1D' First Floor Plumbing Plan | 6/4/2026 | 6/5/2026 |
| P-2.1D-1 | Area '1D' First Floor Plumbing Isometric View | 6/4/2026 | 6/5/2026 |
| P-3.1B | Area '1B' First Floor Waste and Vent Plan | 6/4/2026 | 6/5/2026 |
| P-3.1B-1 | Area '1B' First Floor Waste and Vent Isometric View | 6/4/2026 | 6/5/2026 |
| P-3.1C | Area '1C' First Floor Waste and Vent Plan | 6/4/2026 | 6/5/2026 |
| P-3.1C-1 | Area '1C' First Floor Waste and Vent Isometric View | 6/4/2026 | 6/5/2026 |
| P-3.1C-2 | Area '1C' First Floor Waste and Vent Isometric View | 6/4/2026 | 6/5/2026 |
| P-3.1D | Area '1D' First Floor Waste and Vent Plan | 6/4/2026 | 6/5/2026 |
| P-3.1D-1 | Area '1D' First Floor Waste and Vent Isometric View | 6/4/2026 | 6/5/2026 |
| P-5.1 | Plumbing Schedules | 6/4/2026 | 6/5/2026 |
| **ADDENDUM No. #2** | | | |
| **DRAWING** | **DRAWING NAME** | **DATE** | **RECEIVED DATE** |
| S2.2 | Foundation Plan Area 1B | 6/12/2026 | 6/12/2026 |
| S2.3 | Foundation Plan Area 1C | 6/12/2026 | 6/12/2026 |

| | | | |
|---|---|---|---|
| S2.4 | Foundation Plan Area 1D | 6/12/2026 | 6/12/2026 |
| E1.2 | Electrical Site Plan | 6/12/2026 | 6/12/2026 |
| E3.1B | Area '1B' First Floor - Lighting Plan | 6/12/2026 | 6/12/2026 |
| E3.1D | Area '1D' First Floor - Lighting Plan | 6/12/2026 | 6/12/2026 |
| E3.2D | Area '2D' Second Floor - Lighting Plan | 6/12/2026 | 6/12/2026 |
| E3.4 | Lighting Enlarged Plans | 6/12/2026 | 6/12/2026 |
| E4.1A | Area '1A' First Floor - Electrical Plan | 6/12/2026 | 6/12/2026 |
| E4.1B | Area '1B' First Floor - Electrical Plan | 6/12/2026 | 6/12/2026 |
| E4.1C | Area '1C' First Floor - Electrical Plan | 6/12/2026 | 6/12/2026 |
| E4.3 | Central Electrical Plan | 6/12/2026 | 6/12/2026 |
| E5.1A | Area '1A' First Floor - Electrical Equipment Plan | 6/12/2026 | 6/12/2026 |
| E5.1B | Area '1B' First Floor - Electrical Equipment Plan | 6/12/2026 | 6/12/2026 |
| E6.1A | Area '1A' Roof - Electrical Plan | 6/12/2026 | 6/12/2026 |
| E6.1B | Area '1B' Roof - Electrical Plan | 6/12/2026 | 6/12/2026 |
| E6.1C | Area '1C' Roof - Electrical Plan | 6/12/2026 | 6/12/2026 |
| E7.1 | Electrical Enlarged Plans | 6/12/2026 | 6/12/2026 |
| E8.1 | Luminaire Schedule | 6/12/2026 | 6/12/2026 |
| E9.1 | Electrical Riser Diagram | 6/12/2026 | 6/12/2026 |
| E11.1 | Electrical Schedules | 6/12/2026 | 6/12/2026 |
| E11.2 | Electrical Schedules | 6/12/2026 | 6/12/2026 |
| E12.3 | Electrical Panel Schedules | 6/12/2026 | 6/12/2026 |
| E12.4 | Electrical Panel Schedules | 6/12/2026 | 6/12/2026 |
| E13.4 | Electrical Details | 6/12/2026 | 6/12/2026 |
| E13.7 | Electrical Details | 6/12/2026 | 6/12/2026 |
| P-3.1A | Area '1A' First Floor Waste and Vent Plan | 6/12/2026 | 6/12/2026 |
| P-3.1A-1 | Area '1A' First Floor Waste and Vent Isometric View | 6/12/2026 | 6/12/2026 |
| ES-1.1 | Security Site Plan | 6/12/2026 | 6/12/2026 |
| IT-4.3 | IT Details | 6/12/2026 | 6/12/2026 |
| **ADDENDUM No. #3** | | | |
| **DRAWING** | **DRAWING NAME** | **DATE** | **RECEIVED DATE** |
| SK-1 | Addendum #3 | 6/24/2026 | 6/24/2026 |
| S3.4-1 | Partial 2ND Floor Column & Girder Framing Plan Area 1D | 6/24/2026 | 6/24/2026 |
| S3.6-1 | Partial High Roof Column and Girder Framing Plan Area 2D | 6/24/2026 | 6/24/2026 |
| M-3.1B | Area '1B' First Floor Mechanical Plan | 6/24/2026 | 6/24/2026 |
| M-3.1C | Area '1C' First Floor Mechanical Plan | 6/24/2026 | 6/24/2026 |
| M-3.1D | Area '1D' First Floor Mechanical Plan | 6/24/2026 | 6/24/2026 |
| M-3.2C | Area '2C' Second Floor Mechanical Plan | 6/24/2026 | 6/24/2026 |
| M-3.2D | Area '2D' Second Floor Mechanical Plan | 6/24/2026 | 6/24/2026 |
| M-8.6 | Mechanical Schedules | 6/24/2026 | 6/24/2026 |

| SPECS | DESCRIPTION | DATE | RECEIVED DATE |
|---|---|---|---|
| | **DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS** | **5/15/2026** | **5/15/2026** |
| 000100 | Title Page | 5/15/2026 | 5/15/2026 |
| 000110 | Table of Contents | 5/15/2026 | 5/15/2026 |
| 002600 | Procurement Substitution Procedures | 5/15/2026 | 5/15/2026 |
| 003132 | Geotechnical Data | 5/15/2026 | 5/15/2026 |
| 004000 | Procurement Forms and Supplements | 5/15/2026 | 5/15/2026 |
| | ○ AIA A133 Standard Form of Agreement Between Owner and Construction Manager as Constructor | 5/15/2026 | 5/15/2026 |
| | ○ City of Brownsville General Requirements | 5/15/2026 | 5/15/2026 |
| | ○ CMAR Subcontractor Requirements | 5/15/2026 | 5/15/2026 |
| | ○ CMAR Subcontractor Certification and Acknowledgement Form | 5/15/2026 | 5/15/2026 |
| | ○ Wage Rates | 5/15/2026 | 5/15/2026 |
| 004113 | Guaranteed Maximum Price Form – Stipulated Sum | 5/15/2026 | 5/15/2026 |
| 004323 | Alternates Form | 5/15/2026 | 5/15/2026 |
| 006000 | Project Forms | 5/15/2026 | 5/15/2026 |
| | ○ General Conditions of the Contract for Construction (AIA Document G201-2017) | 5/15/2026 | 5/15/2026 |
| | ○ Performance Bond (AIA Document A312-2010) | 5/15/2026 | 5/15/2026 |
| | ○ Payment Bond (A312-2010) | 5/15/2026 | 5/15/2026 |
| | ○ Change Order (G701-2001) | 5/15/2026 | 5/15/2026 |
| | ○ Construction Change Directive (G714-2007) | 5/15/2026 | 5/15/2026 |
| | **DIVISION 01 - GENERAL REQUIREMENTS** | **DATE** | **RECEIVED DATE** |
| 011000 | Summary | 5/15/2026 | 5/15/2026 |
| 012100 | Allowances | 5/15/2026 | 5/15/2026 |
| 012300 | Alternates | 5/15/2026 | 5/15/2026 |
| 012500 | Substitution Procedures | 5/15/2026 | 5/15/2026 |
| 012600 | Contract Modification Procedures | 5/15/2026 | 5/15/2026 |
| 012900 | Payment Procedures | 5/15/2026 | 5/15/2026 |
| 013100 | Project Management and Coordination | 5/15/2026 | 5/15/2026 |
| 013233 | Photographic Documentation | 5/15/2026 | 5/15/2026 |
| 013300 | Submittal Procedures | 5/15/2026 | 5/15/2026 |
| 014000 | Quality Requirements | 5/15/2026 | 5/15/2026 |
| 015000 | Temporary Facilities and Controls | 5/15/2026 | 5/15/2026 |
| 017700 | Closeout Procedures | 5/15/2026 | 5/15/2026 |
| 017823 | Operation and Maintenance Data | 5/15/2026 | 5/15/2026 |
| 017839 | Project Record Documents | 5/15/2026 | 5/15/2026 |
| 017900 | Demonstration & Training | 5/15/2026 | 5/15/2026 |
| 018122 | Facility Acoustical Performance Requirements | 5/15/2026 | 5/15/2026 |
| 019113 | General Commissioning | 5/15/2026 | 5/15/2026 |
| | **DIVISION 03 - CONCRETE** | **DATE** | **RECEIVED DATE** |
| 031000 | Concrete Forms | 5/15/2026 | 5/15/2026 |
| 032000 | Concrete Reinforcement | 5/15/2026 | 5/15/2026 |
| 033000 | Cast-In-Place Concrete | 5/15/2026 | 5/15/2026 |
| 033543 | Polished Concrete Finishing | 5/15/2026 | 5/15/2026 |
| | **DIVISION 04 - MASONRY** | **DATE** | **RECEIVED DATE** |
| 042200 | Concrete Masonry Units | 5/15/2026 | 5/15/2026 |
| 044200 | Stone Cladding Panels | 5/15/2026 | 5/15/2026 |
| | **DIVISION 05 - METALS** | **DATE** | **RECEIVED DATE** |
| 050400 | Hot Dip Galvanizing | 5/15/2026 | 5/15/2026 |
| 055000 | Metal Fabrications | 5/15/2026 | 5/15/2026 |
| 051200 | Structural Steel Framing | 5/15/2026 | 5/15/2026 |
| 052100 | Steel Joists | 5/15/2026 | 5/15/2026 |
| 053100 | Steel Deck | 5/15/2026 | 5/15/2026 |
| 054000 | Cold-Formed Metal Framing | 5/15/2026 | 5/15/2026 |
| 055000 | Metal Fabrications | 5/15/2026 | 5/15/2026 |

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|---|---|---|---|
| 055100 | Metal Stairs | 5/15/2026 | 5/15/2026 |
| | **DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES** | **DATE** | **RECEIVED DATE** |
| 061001 | Rough Carpentry – Interior | 5/15/2026 | 5/15/2026 |
| 061063 | Exterior Rough Carpentry | 5/15/2026 | 5/15/2026 |
| 061063 | Exterior Carpentry (Landscape) | 5/15/2026 | 5/15/2026 |
| 061613 | Insulated Wall Sheathing | 5/15/2026 | 5/15/2026 |
| 064023 | Interior Architectural Woodwork | 5/15/2026 | 5/15/2026 |
| 066400 | Plastic Paneling | 5/15/2026 | 5/15/2026 |
| | **DIVISION 07 - THERMAL AND MOISTURE PROTECTION** | **DATE** | **RECEIVED DATE** |
| 072100 | Thermal Insulation | 5/15/2026 | 5/15/2026 |
| 077200 | Roof Accessories (Arch.) | 5/15/2026 | 5/15/2026 |
| 077200 | Roof Accessories (MEP) | 5/15/2026 | 5/15/2026 |
| 072726 | Fluid Applied Vapor Barrier Permeable Air Barrier | 5/15/2026 | 5/15/2026 |
| 077300 | Additional Requirements Roof Curbs and Restraining Brackets | 5/15/2026 | 5/15/2026 |
| 074113 | Metal Roof Panels | 5/15/2026 | 5/15/2026 |
| 074213 | Metal Wall Panels | 5/15/2026 | 5/15/2026 |
| 074213.23 | Metal Composite Material Wall Panels | 5/15/2026 | 5/15/2026 |
| 074800 | Rainscreen Attachment System | 5/15/2026 | 5/15/2026 |
| 075416 | Ketone Ethylene Ester (KEE) Roofing | 5/15/2026 | 5/15/2026 |
| 076200 | Sheet Metal Flashing and Trim (Formed Metal) | 5/15/2026 | 5/15/2026 |
| 076210 | Flexible Flashing | 5/15/2026 | 5/15/2026 |
| 077100 | Roof Specialties | 5/15/2026 | 5/15/2026 |
| 078100 | Applied Fire Protection | 5/15/2026 | 5/15/2026 |
| 078413 | Penetration Firestopping | 5/15/2026 | 5/15/2026 |
| 078446 | Fire Resistive Joint Systems | 5/15/2026 | 5/15/2026 |
| 079200 | Joint Sealants | 5/15/2026 | 5/15/2026 |
| 079513.13 | Interior Expansion Joint Cover Assemblies | 5/15/2026 | 5/15/2026 |
| | **DIVISION 08 - OPENINGS** | **DATE** | **RECEIVED DATE** |
| 081113 | Hollow Metal Doors and Frames | 5/15/2026 | 5/15/2026 |
| 081416 | Flush Wood Doors | 5/15/2026 | 5/15/2026 |
| 081479 | Bullet Resistant Wood Doors | 5/15/2026 | 5/15/2026 |
| 083113 | Access Doors and Frames | 5/15/2026 | 5/15/2026 |
| 083323 | Overhead Coiling Doors | 5/15/2026 | 5/15/2026 |
| 084113 | Aluminum Framed Entrances and Storefronts | 5/15/2026 | 5/15/2026 |
| 084229.43 | Impact Rated Sliding Automatic Entrances | 5/15/2026 | 5/15/2026 |
| 085659 | Pass Through Service Windows | 5/15/2026 | 5/15/2026 |
| 087100 | Door Hardware | 5/15/2026 | 5/15/2026 |
| 088000 | Glazing | 5/15/2026 | 5/15/2026 |
| | **DIVISION 09 – FINISHES** | **DATE** | **RECEIVED DATE** |
| 092116 | Gypsum Board Shaft Wall Assemblies | 5/15/2026 | 5/15/2026 |
| 092216 | Non-structural Metal Framing | 5/15/2026 | 5/15/2026 |
| 092900 | Gypsum Board | 5/15/2026 | 5/15/2026 |
| 093013 | Ceramic Tiling | 5/15/2026 | 5/15/2026 |
| 095113 | Suspended Acoustical Ceiling | 5/15/2026 | 5/15/2026 |
| 096513 | Resilient Base and Accessories | 5/15/2026 | 5/15/2026 |
| 096516 | Resilient Sheet Flooring | 5/15/2026 | 5/15/2026 |
| 096519 | Resilient Tile and Plank Flooring | 5/15/2026 | 5/15/2026 |
| 096536 | Static-Control Resilient Flooring | 5/15/2026 | 5/15/2026 |
| 096566 | Resilient Athletic Flooring | 5/15/2026 | 5/15/2026 |
| 096600 | Precast Terrazzo Stair Treads and Landings | 5/15/2026 | 5/15/2026 |
| 096813 | Tile Carpeting | 5/15/2026 | 5/15/2026 |
| 096900 | Access Flooring | 5/15/2026 | 5/15/2026 |
| 098433 | Sound Absorbing Wall Units | 5/15/2026 | 5/15/2026 |
| 098436 | Sound Absorbing Ceiling Units | 5/15/2026 | 5/15/2026 |
| 099000 | Painting | 5/15/2026 | 5/15/2026 |
| 099600 | High-Performance Coatings | 5/15/2026 | 5/15/2026 |

| | DIVISION 10 - SPECIALTIES | DATE | RECEIVED DATE |
|---|---|---|---|
| 101100 | Visual Display Units | 5/15/2026 | 5/15/2026 |
| 102113.19 | Plastic Toilet Compartments | 5/15/2026 | 5/15/2026 |
| 102213 | Wire Partitions | 5/15/2026 | 5/15/2026 |
| 102239 | Folding Panel Partitions | 5/15/2026 | 5/15/2026 |
| 102641 | Bullet Resistant Fiberglass Sheet | 5/15/2026 | 5/15/2026 |
| 102800 | Toilet, Bath and Laundry Accessories | 5/15/2026 | 5/15/2026 |
| 102813 | Electric Hand Dryers | 5/15/2026 | 5/15/2026 |
| 104413 | Fire Extinguisher Cabinets | 5/15/2026 | 5/15/2026 |
| 104416 | Fire Extinguishers | 5/15/2026 | 5/15/2026 |
| 105113 | Computerized Metal Evidence Lockers | 5/15/2026 | 5/15/2026 |
| 105115 | Welded Metal Lockers | 5/15/2026 | 5/15/2026 |
| 105123 | Plastic Laminate Wood Lockers | 5/15/2026 | 5/15/2026 |
| 105613 | Metal Storage Shelving | 5/15/2026 | 5/15/2026 |
| 105626 | Mobile Storage Shelving | 5/15/2026 | 5/15/2026 |
| 107000 | Protective Covers | 5/15/2026 | 5/15/2026 |
| 107516 | Ground Mounted Flagpoles | 5/15/2026 | 5/15/2026 |
| | **DIVISION 11 - EQUIPMENT** | **DATE** | **RECEIVED DATE** |
| 111905 | Detention Equipment Contractor | 5/15/2026 | 5/15/2026 |
| 111908 | Security Glazing | 5/15/2026 | 5/15/2026 |
| 111910 | Detention Door Hardware | 5/15/2026 | 5/15/2026 |
| 111913 | Detention Equipment and Furnishings | 5/15/2026 | 5/15/2026 |
| 111920 | Detention Hollow Metal Doors and Frames | 5/15/2026 | 5/15/2026 |
| 111940 | Detention Padding Systems | 5/15/2026 | 5/15/2026 |
| 111950 | Detention Toilet Accessories | 5/15/2026 | 5/15/2026 |
| 111960 | Security Ceilings | 5/15/2026 | 5/15/2026 |
| 113013 | Residential Appliances | 5/15/2026 | 5/15/2026 |
| 115300 | Laboratory Equipment | 5/15/2026 | 5/15/2026 |
| 119816 | Weapons Storage Cabinets | 5/15/2026 | 5/15/2026 |
| | **DIVISION 12 - FURNISHINGS** | **DATE** | **RECEIVED DATE** |
| 122413 | Roller Window Shades | 5/15/2026 | 5/15/2026 |
| 123416 | Manufactured Solid Plastic Casework | 5/15/2026 | 5/15/2026 |
| 123553.13 | Metal Laboratory Casework | 5/15/2026 | 5/15/2026 |
| 123653 | Laboratory Countertops and Sinks | 5/15/2026 | 5/15/2026 |
| 123661.19 | Quartz Agglomerate Countertops | 5/15/2026 | 5/15/2026 |
| 123663 | Ultracompact Surface Countertops | 5/15/2026 | 5/15/2026 |
| 129300 | Site Furnishing | 5/15/2026 | 5/15/2026 |
| | **DIVISION 13 – SPECIAL CONSTRUCTION** | **DATE** | **RECEIVED DATE** |
| 131200 | Pre-Engineered Metal Buildings | 5/15/2026 | 5/15/2026 |
| 131811 | Storage Solutions Exhibit | 5/15/2026 | 5/15/2026 |
| | **DIVISION 14 – CONVEYING EQUIPMENT** | **DATE** | **RECEIVED DATE** |
| 142123.16 | Machine Room-less Electric Traction Passenger Elevators | 5/15/2026 | 5/15/2026 |
| | **DIVISION 21 – FIRE SUPPRESSION** | **DATE** | **RECEIVED DATE** |
| 210517 | Fire Suppression Sleeves and Sleeve Seals For Fire-Suppression Piping | 5/15/2026 | 5/15/2026 |
| 210518 | Fire Suppression Escutcheons for Fire-Suppression Piping | 5/15/2026 | 5/15/2026 |
| 211313 | Wet Pipe Sprinkler Systems | 5/15/2026 | 5/15/2026 |
| 211316 | Dry-Pipe Sprinkler Systems | 5/15/2026 | 5/15/2026 |
| 212200 | Clean-Agent Fire Extinguishing Systems (Under Review) | 5/15/2026 | 5/15/2026 |
| 213113 | Electric-Drive, Centrifugal Fire Pumps | 5/15/2026 | 5/15/2026 |
| | **DIVISION 22 - PLUMBING** | **DATE** | **RECEIVED DATE** |
| 220010 | Summary of Plumbing Work | 5/15/2026 | 5/15/2026 |
| 220517 | Sleeves and Sleeve Seals for Plumbing Piping | 5/15/2026 | 5/15/2026 |
| 220518 | Escutcheons for Plumbing Piping | 5/15/2026 | 5/15/2026 |
| 220519 | Meters and Gauges for Plumbing Piping | 5/15/2026 | 5/15/2026 |
| 220523 | General-Duty Valves for Plumbing Piping | 5/15/2026 | 5/15/2026 |
| 220529 | Hangers and Supports for Plumbing Piping and Equipment | 5/15/2026 | 5/15/2026 |

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|---|---|---|---|
| 220548.13 | Vibration Controls for Plumbing Piping and Equipment | 5/15/2026 | 5/15/2026 |
| 220553 | Identification for Plumbing Piping and Equipment | 5/15/2026 | 5/15/2026 |
| 220719 | Plumbing Piping Insulation | 5/15/2026 | 5/15/2026 |
| 221116 | Domestic Water Piping | 5/15/2026 | 5/15/2026 |
| 221119 | Domestic Water Piping Specialties | 5/15/2026 | 5/15/2026 |
| 221123.13 | Domestic-Water Packaged Booster Pumps | 5/15/2026 | 5/15/2026 |
| 221316 | Sanitary Waste and Vent Piping | 5/15/2026 | 5/15/2026 |
| 221319 | Sanitary Waste and Vent Piping Specialties | 5/15/2026 | 5/15/2026 |
| 221323 | Sanitary Waste Interceptors | 5/15/2026 | 5/15/2026 |
| 221413 | Facility Storm Drainage Piping | 5/15/2026 | 5/15/2026 |
| 221423 | Storm Drainage Piping Specialties | 5/15/2026 | 5/15/2026 |
| 221513 | General Service Compressed Air Piping | 5/15/2026 | 5/15/2026 |
| 221519 | General Service Packaged Air Compressors and Receivers | 5/15/2026 | 5/15/2026 |
| 223300 | Electric, Domestic-Water Heaters | 5/15/2026 | 5/15/2026 |
| 224000 | Plumbing Fixtures | 5/15/2026 | 5/15/2026 |
| 224500 | Emergency Plumbing Fixtures | 5/15/2026 | 5/15/2026 |
| 224713 | Drinking Fountains | 5/15/2026 | 5/15/2026 |
| 226700 | Processed Water Systems for Laboratory Facilities | 5/15/2026 | 5/15/2026 |
| | **DIVISION 23 - HEATING, VENTILATION, AND AIR CONDITIONING** | **DATE** | **RECEIVED DATE** |
| 230010 | Summary of Mechanical Work | 5/15/2026 | 5/15/2026 |
| 230513 | Common Motor Requirements for HVAC Equipment | 5/15/2026 | 5/15/2026 |
| 230516 | Expansion Fittings and Loops for HVAC Piping | 5/15/2026 | 5/15/2026 |
| 230517 | Sleeves and Sleeve Seals for HVAC Piping | 5/15/2026 | 5/15/2026 |
| 230518 | Escutcheons for HVAC Piping | 5/15/2026 | 5/15/2026 |
| 230519 | Meters and Gages for HVAC Piping | 5/15/2026 | 5/15/2026 |
| 230523 | General-Duty Valves for HVAC Piping | 5/15/2026 | 5/15/2026 |
| 230529 | Hangers and Supports for HVAC Piping and Equipment | 5/15/2026 | 5/15/2026 |
| 230533 | Engineered Exterior HVAC Pipe Support and Access Systems | 5/15/2026 | 5/15/2026 |
| 230548.13 | Vibration Controls for HVAC | 5/15/2026 | 5/15/2026 |
| 230553 | Identification for HVAC Piping and Equipment | 5/15/2026 | 5/15/2026 |
| 230593 | Testing, Adjusting, and Balancing for HVAC | 5/15/2026 | 5/15/2026 |
| 230713 | Duct Insulation | 5/15/2026 | 5/15/2026 |
| 230716 | HVAC Equipment Insulation | 5/15/2026 | 5/15/2026 |
| 230719 | HVAC Piping Insulation | 5/15/2026 | 5/15/2026 |
| 230800 | Commissioning of HVAC | 5/15/2026 | 5/15/2026 |
| 230900 | Instrumentation and Controls for HVAC | 5/15/2026 | 5/15/2026 |
| 230993 | Sequence of Operations for HVAC Controls | 5/15/2026 | 5/15/2026 |
| 232113 | Hydronic Piping | 5/15/2026 | 5/15/2026 |
| 232113.13 | Underground Hydronic Piping | 5/15/2026 | 5/15/2026 |
| 232116 | Hydronic Piping Specialties | 5/15/2026 | 5/15/2026 |
| 232123 | Hydronic Pumps | 5/15/2026 | 5/15/2026 |
| 232300 | Refrigerant Piping | 5/15/2026 | 5/15/2026 |
| 232513 | Water Treatment for Closed-Loop Hydronic Systems | 5/15/2026 | 5/15/2026 |
| 232923 | Variable-Frequency Motor Controllers | 5/15/2026 | 5/15/2026 |
| 233113 | Metal Ducts | 5/15/2026 | 5/15/2026 |
| 233300 | Air Duct Accessories | 5/15/2026 | 5/15/2026 |
| 233423 | HVAC Power Ventilators | 5/15/2026 | 5/15/2026 |
| 233600 | Air Terminal Units | 5/15/2026 | 5/15/2026 |
| 233713 | Diffusers, Registers, and Grilles | 5/15/2026 | 5/15/2026 |
| 234200 | Air Purification Units | 5/15/2026 | 5/15/2026 |
| 236423 | Scroll Water Chillers | 5/15/2026 | 5/15/2026 |
| 237313 | Modular Central-Station Air-Handling Units | 5/15/2026 | 5/15/2026 |
| 238123.18 | Computer-Room, Rack-Cooling Equipment | 5/15/2026 | 5/15/2026 |
| 238126 | Split System Air-Conditioners | 5/15/2026 | 5/15/2026 |
| 238126.1 | Mini-Split System Air-Conditioners | 5/15/2026 | 5/15/2026 |
| 238219 | Fan Coil Units | 5/15/2026 | 5/15/2026 |

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| 238323 | Radiant-Heating Electric Panels | 5/15/2026 | 5/15/2026 |
| | **DIVISION 26 - ELECTRICAL** | **DATE** | **RECEIVED DATE** |
| 260010 | Summary of Electrical Work | 5/15/2026 | 5/15/2026 |
| 260519 | Low-Voltage Electrical Power Conductors and Cables | 5/15/2026 | 5/15/2026 |
| 260526 | Grounding and Bonding for Electrical Systems | 5/15/2026 | 5/15/2026 |
| 260529 | Hangers and Supports for Electrical Systems | 5/15/2026 | 5/15/2026 |
| 260533 | Raceways and Boxes for Electrical Systems | 5/15/2026 | 5/15/2026 |
| 260544 | Sleeves and Sleeve Seals for Electrical Raceways and Cabling | 5/15/2026 | 5/15/2026 |
| 260553 | Identification for Electrical Systems | 5/15/2026 | 5/15/2026 |
| 260572 | Overcurrent Protection Device Short Circuit Study | 5/15/2026 | 5/15/2026 |
| 260574 | Overcurrent Protection Device Arc-Flash Study | 5/15/2026 | 5/15/2026 |
| 260800 | Commissioning for Electrical Systems | 5/15/2026 | 5/15/2026 |
| 260924 | Network Lighting Controls – Lutron Athena | 5/15/2026 | 5/15/2026 |
| 262200 | Low-Voltage Transformers | 5/15/2026 | 5/15/2026 |
| 262313 | Packaged Engine Generator | 5/15/2026 | 5/15/2026 |
| 262320 | Transfer Switches | 5/15/2026 | 5/15/2026 |
| 262413 | Switchboards | 5/15/2026 | 5/15/2026 |
| 262416 | Panelboards | 5/15/2026 | 5/15/2026 |
| 262713 | Electricity Metering | 5/15/2026 | 5/15/2026 |
| 262726 | Wiring Devices | 5/15/2026 | 5/15/2026 |
| 262813 | Fuses | 5/15/2026 | 5/15/2026 |
| 262816 | Enclosed Switches and Circuit Breakers | 5/15/2026 | 5/15/2026 |
| 262913 | Enclosed Controllers | 5/15/2026 | 5/15/2026 |
| 263353 | Static Uninterruptible Power Supply | 5/15/2026 | 5/15/2026 |
| 264113 | Lightning Protection for Structures | 5/15/2026 | 5/15/2026 |
| 264313 | Surge Protection for Low-Voltage Electrical Power Circuit | 5/15/2026 | 5/15/2026 |
| 265116 | Interior Lighting LED | 5/15/2026 | 5/15/2026 |
| 265219 | Emergency and Exit Lighting | 5/15/2026 | 5/15/2026 |
| 265613 | Lighting Poles and Standards | 5/15/2026 | 5/15/2026 |
| 265621 | Exterior Lighting | 5/15/2026 | 5/15/2026 |
| 267210 | Fire Alarm System | 5/15/2026 | 5/15/2026 |
| 267211 | Emergency Radio Communication System | 5/15/2026 | 5/15/2026 |
| | **DIVISION 27 - COMMUNICATIONS** | **DATE** | **RECEIVED DATE** |
| 270500 | Common Work for Communications Systems | 5/15/2026 | 5/15/2026 |
| 270526 | Technology Grounding Systems | 5/15/2026 | 5/15/2026 |
| 270528 | Pathways for Communication Systems | 5/15/2026 | 5/15/2026 |
| 271000 | Structure Cabling Systems | 5/15/2026 | 5/15/2026 |
| 271501.11 | Conductors and Cables for Electronic Security | 5/15/2026 | 5/15/2026 |
| 274116 | Audio Visual Systems and Equipment | 5/15/2026 | 5/15/2026 |
| | **DIVISION 28 – ELECTRONIC SECURITY** | **DATE** | **RECEIVED DATE** |
| 280500 | Common Work For Electronic Safety and Security | 5/15/2026 | 5/15/2026 |
| 280800 | Commissioning of Electronic Security | 5/15/2026 | 5/15/2026 |
| 281000 | Access Control System | 5/15/2026 | 5/15/2026 |
| 282000 | Video Surveillance System | 5/15/2026 | 5/15/2026 |
| | **DIVISION 31 - EARTHWORK** | **DATE** | **RECEIVED DATE** |
| 313116 | Termite Control | 5/15/2026 | 5/15/2026 |
| 316329 | Drilled Piers | 5/15/2026 | 5/15/2026 |
| | **DIVISION 32 – EXTERIOR IMPROVEMENTS** | **DATE** | **RECEIVED DATE** |
| 321313 | Exposed Aggregate Concrete Paving | 5/15/2026 | 5/15/2026 |
| 321813 | Synthetic Turf | 5/15/2026 | 5/15/2026 |
| 323113 | Chain Link Fences and Gates | 5/15/2026 | 5/15/2026 |
| 323220 | Natural Stone | 5/15/2026 | 5/15/2026 |
| 329300 | Planting | 5/15/2026 | 5/15/2026 |
| | **CIVIL** | **DATE** | **RECEIVED DATE** |
| 02101 | TxDOT 100 Preparing Right of Way | 5/15/2026 | 5/15/2026 |
| 02200 | TxDOT 110 Excavation | 5/15/2026 | 5/15/2026 |

| | | | |
|---|---|---|---|
| 02201 | TxDOT 132 Embankment | 5/15/2026 | 5/15/2026 |
| 02511 | TxDOT 247 Flexible Base | 5/15/2026 | 5/15/2026 |
| 02511 | TxDOT 260 Line Treatment | 5/15/2026 | 5/15/2026 |
| 02521 | TxDOT 360 Concrete Pavement | 5/15/2026 | 5/15/2026 |
| 02521 | TxDOT 529 Concrete Curb, Gutter & Combined Curb & Gutter | 5/15/2026 | 5/15/2026 |
| 02521 | TxDOT 530 Intersections, Driveways and Turnouts | 5/15/2026 | 5/15/2026 |
| 02521 | TxDOT 531 Sidewalks | 5/15/2026 | 5/15/2026 |
| 02601 | Earth Work and Site Preparation | 5/15/2026 | 5/15/2026 |
| 02604 | Backfill | 5/15/2026 | 5/15/2026 |
| 02605 | Contractor's Trench Excavation System and Shoring Safety Plan | 5/15/2026 | 5/15/2026 |
| 02723 | TxDOT 400 Excavation and Backfill for Structures | 5/15/2026 | 5/15/2026 |
| 02723 | TxDOT 402 Trench Excavation Protection | 5/15/2026 | 5/15/2026 |
| 02723 | TxDOT 420 Concrete Structures | 5/15/2026 | 5/15/2026 |
| 02723 | TxDOT 440 Reinforcement for Concrete | 5/15/2026 | 5/15/2026 |
| 02723 | TxDOT 476 Jacking, Boring, or Tunneling Pipe or Box | 5/15/2026 | 5/15/2026 |
| 02723 | TxDOT 502 Barricades, Signs and Traffic Handling | 5/15/2026 | 5/15/2026 |
| 02723 | TxDOT 506 Temporary Erosion, Sedimentation, and Environmental Controls | 5/15/2026 | 5/15/2026 |
| **ADDENDUM No. #1** | | | |
| **SPECS** | **DESCRIPTION** | **DATE** | **RECEIVED DATE** |
| 004323 | Alternates Form | 6/5/2026 | 6/5/2026 |
| 323119.53 | Decorative Metal Security Fences and Gates | 6/5/2026 | 6/5/2026 |
| **ADDENDUM No. #2** | | | |
| **SPECS** | **DESCRIPTION** | **DATE** | **RECEIVED DATE** |
| N/A | No revised specifications listed in Addendum No. #2 | 6/12/2026 | 6/12/2026 |
| **ADDENDUM No. #3** | | | |
| **SPECS** | **DESCRIPTION** | **DATE** | **RECEIVED DATE** |
| N/A | No revised specifications listed in Addendum No. #3 | 6/24/2026 | 6/24/2026 |

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# TAB 3 – DESCRIPTION OF WORK



## Assumptions & Clarifications

The following definitions represent the basis of our GMP#2. The GMP is based upon competitive sealed proposals received on June 18, 2026, as well as the Noble estimated costs. The following assumptions and clarifications represent the basis of the proposed GMP#2.

**General Requirements**

- GMP #2 is based on the documents listed in TAB 2.
- GMP #2 is based upon proposals received on June 18, 2026, as well as Noble pricing.
- Owner will provide materials testing services as required.
- GMP #2 is not guaranteed by line item; line items are only shown for convenience of review.
- Owner will pay for any City, County, fees and impact fees. Building Permit fee is waived by City of Brownsville.
- The cost of any licensing agreements, ROW agreements and aerial rights is excluded.
- Third party commissioning and testing is excluded. Contractor/subcontractor will assist third party lab.
- Cost loading and resource loading of the CPM construction schedule is excluded.
- Sales tax on incorporated materials is excluded. It is understood that the City of Brownsville is a tax-exempt organization and will provide a tax exemption certificate.
- Permanent HVAC systems will be utilized during construction. Systems will be protected via filter media.
- FFE Matrix EQ-1 Metal Detectors: is included as per Addendum No.3.
- EQ-2 Atomic Clocks: no specifications, an allowance of $25,000 is included.
- EQ-3 Key Tracking System: no specifications, an allowance of $ 30,000 is included.
- EQ -4 Mat Room Floor and Wall Mats: Specifics on Mats not on schedule, an allowance of $24,000 is included.
- The warranty period begins at Substantial Completion in accordance with Uniform General Conditions.
- GMP #2 based on the schedule included in TAB 6.

## Assumptions & Clarifications

- The Architect and Engineer of Record have transferred responsibility for the detailed engineering of several components of this project through the use of "Delegated Design" to the Construction Manager at Risk and their subcontractors. Common Delegated Design components include curtain walls, metal stud framing, Fire Protection Systems, pre-engineered buildings, etc. For this project the designers are using Delegated Design for such items as stud support for 4' aluminum shade structure above the second-floor south windows, all roof top piping support systems and several interior components needing additional structural support. These Delegated Design components exert loads on elements of the Engineer of Record design, and the corresponding subcontractors are relying totally on such design to adequately support such loads. Some of the relevant subcontractors providing bids are excluding these designs because they are not willing to hire additional engineers when they know their bid may not be accepted. As such, Noble is including in each line for these components an estimated amount to include this design and cost. Some of the relevant subcontractors providing bids are excluding these designs because they are not willing to hire additional engineers when they know their bid may not be accepted. As such, Noble is including in each line for these components an estimated amount to include this design and cost.
- For Delegated Design components such as pre-engineered metal roof structures, parking canopy structures, entrance and shade components that have unclear "design intent", Noble is providing "best effort" reasonable pricing in the GMP.
- The GMP excludes provisions for, or any impacts from, any errors or omissions in the contract documents prepared and/or issued by the Owner, Owner's vendors/separate contracts, Architect, Engineer, Consultant, or similar party.
- Assumes the term "Work-Remaining-to-Procure" (WRP) means amount(s) set aside by the Contractor in the Construction Contractor Buy Out (CCBO) for scopes of work related to the primary scope that have not been bid or cant, in a cost-effective manner be bid, at the time the CCBO is presented for Owner approval. Work-Remaining-to-Procure reserves are controlled by the Contractor until released for use by the Owner as Owner/Buyout Savings.
- The GMP includes General Liability, Umbrella and Builders Risk Insurance with windstorm coverage.
- GMP #2 includes BIM for clash detection
- GMP #2 includes fees for temporary and permanent use of utilities until Substantial Competition

## Assumptions & Clarifications

- GMP #2 includes Specification Allowances 01 12 00.3.3
    - Owner Allowance $625,000 (GMP #1 does not include an Owner Allowance)
    - Signage $250,000
    - DBA DAS $350,000

**Division 01 — General Requirements**

- General Requirements as listed in the GMP cost breakdown are required to construct the project and are not included in the General Conditions.
- Specification 01 14 00.1.C: "All testing and delegated design required to provide Owner with Windstorm Certification of the entire structure will be the responsibility of the General Contractor." The CMAR shall provide a tested assembly and/or delegated design, as required, to satisfy the windstorm certification requirements"
- Specification 01 14 00.1.2.C: Mock-ups are specified in various sections of the specifications, but no detailed drawings are provided. Subcontractors have included work related to their specific trade. GMP #2 includes an Allowance of $75,000 to construct and remove all mock-ups.

**Division 03 — Concrete**

- No exceptions, all concrete work for the building, site concrete and paving is included.

**Division 04 — Masonry**

- CMU at entry gates, dumpster enclosures, generator enclosures and chiller building are integral colored smooth face units.
- Specification 04 42 00.1.8.F: Exclude the requirement to Lay out an arrange panels on the ground in the order of the elevation sequence for inspection of color consistency and panel alignment.
- Reference Addendum 1, Detail 4/S2.8: The masonry wall and footing are a part of Alternate 3 and not included in the base bid. Full-time Supervision for duration of project

# Assumptions & Clarifications

**Division 05 — Metals**

- No proposals were received in BP #2 for the base bid Steel Parking Canopy. GMP #2 includes an Allowance of $ 481,383 for the complete canopy.
- Alternate #1 - Parking Canopy Allowance breakdown:

| | |
|---|---|
| Foundation and Steel Frame | $ 370,000 |
| Metal Roof | $ 77,000 |
| Lighting | $ 34,383 |
| Total | $481,383 |

**Division 06 — Woods and Composites**

- 34. Quartz Agglomerate Countertops Specification 12 36 61.19: All tops Cambria 2cm thick.

**Division 07 — Waterproofing & Damproofing**

- No exceptions to the plans and specifications.

**Division 08 — Openings**

- Storefront and entrance doors are Old Castle StormMax 5750 Exterior and FG2000 for Interior.

**Division 09 — Finishes**

- Level 5 drywall finish included at Lobby area.
- High performance coatings

**Division 10 — Specialties & Signage**

- Logos, vinyl graphics and custom artwork are assumed to be included in the Signage Allowance.
- The canopy and metal stud framing proposals excluded the Delegated- Design for the connections. An allowance of $ 75,000 is included for the design of connections, steel fabrication and erection.

# Assumptions & Clarifications

**Division 12 — Window Treatments**

- Quantity of shades is based upon count per the reflected ceiling plans and not General Note 5 “All exterior windows to receive roller shades U.N.O.”: 75 single motorized shades and 24 dual motorized shades. Inpro system as specified is included.

**Division 21 — Fire Protection**

- The Underground Fire line is designed /sized by the Fire Protection Subcontractor and is included in GMP #2.

**Division 22 — Plumbing**

- Owner to select and pay directly for Commissioning services. Payment for commissioning services is not included in GMP #2. Contractor and Subcontractors will provide services as specified in Sections 01 19 13 Commissioning, HVAC Commissioning 23 08 00 and Electrical Commissioning 26 08 00.”

**Division 23 — HVAC**

- No Exceptions to plans and specifications.
- Testing and Balancing (TAB) of HVAC Systems is included as a stand-alone subcontract, not in the HVAC subcontractor’s scope of work.

**Division 26 — Electrical**

- Back boxes and conduit stub ups for low voltage systems Data, Fire Alarm, AV, Security/access control to be performed by the Electrical Subcontractor.

**Division 27 — Communications**

- No exceptions to plans and specifications.

# Assumptions & Clarifications

**Division 28 — Electronic Security**

- Access and Video Surveillance Systems are VERKADA.
- Fire Alarm system is Siemen.

**Division 31 — Earthwork**

- All Earthwork is included in GMP #1

**Division 32 — Site Improvements**

- No Exceptions to plans and specifications.
- An allowance of $ 888,323 is included for the Perimeter Security Fence.

**Division 33 – Utilities**

- Storm drainage, domestic water and sanitary sewer are included in GMP #1
- Underground Fire line is included in GMP #2.

**Clarification of Alternates**

- Add Alternate #4 - Fuel Tank Relocation: No specification or information on existing tank were given. We have included in Bid Package #2 documents, proposals for relocation of the fuel system. 4" Limestone base at Light-Duty & Heavy-Duty paving
- Add Alternate #5 - New Fuel Tank: No specifications were included for the new fuel system. Pricing for Alternate 5 is based upon JF Petroleum Group proposal dated 06/16/2026.

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# TAB 4 - GMP PRICE



| City of Brownsville Public Safety | | | Best Value | Notes / Comments |
|---|---|---|---|---|
| | | | | |
| | | Proposal Package | | |
| | | | | |
| | Field Foreman | #2 | 212,000 | |
| | MIS | #2 | 107,680 | |
| | Pro/Visual or similar On-Site Camera Surveillance | #2 | 60,000 | |
| | Security Guard | None | - | |
| | Site Fence and Gates: Temporary for Construction | in pkg 1 | - | |
| | Guardrails at 2nd Floor ; 3 rail system install,maintain, remove | #2 | 14,672 | |
| | Guardrails at Roof = single cable , install, maintain, remove | #2 | 9,252 | |
| | Floor and Roof Openings - Temporary Covers / Install Railing, | #2 | 44,000 | |
| | Reproduction Costs Plan and Specification Hard Copies | #2 | 16,250 | |
| | Reproduction Costs Misc. | #2 | 5,000 | |
| | BIM Clash Detection: Allow for Trades that do not include | #2 | 130,000 | |
| | Professional Photos | #2 | 20,000 | |
| | Water, Ice, Cups | #2 | 5,000 | |
| | First Aid Kits | #2 | 1,200 | |
| | First Aid Supplies - 2 additional | #2 | 3,000 | |
| | AED Kit - 1 additional | #2 | 750 | |
| | PPE for Staff - additional | #2 | 2,500 | |
| | Temporary Fire Protection: Extinguishers 3000 sf + | #2 | 6,600 | |
| | Badge System - all Subs (20/Month) | #2 | 22,750 | |
| | Temporary Electrical Power Distribution & Lighting - Buildings | #2 | 71,280 | |
| | Power Consumption - Trailer | #2 | - | |
| | Power Consumption - Temporary Power Consumption Buildings | #2 | 90,000 | |
| | Power Consumption - Buildings Start Up and Finishes: Central | #2 | 480,000 | |
| | Water Meter: Temporary Additional for Building | #2 | 5,000 | |
| | Water Distribution Temporary: Building | #2 | 15,000 | |
| | Water Consumption: Trailer | #2 | 10,000 | |
| | Water Consumption: Earthwork | in pkg 1 | - | |
| | (1) Office Trailer Double Wide: Delivery Removal | facil. | - | |
| | (1) Office Trailer Double Wide: Rental and Set up | facil. | - | |
| | (1) Office Trailer Set Up, Dismantle and Return Freight | facil. | - | |

| | | | | |
|---|---|---|---|---|
| | (1) Office Trailer Single Size: Delivery Removal | facil. | - | |
| | (1) Office Trailer Single Size: Rental and Set up | facil. | - | |
| | (1) Office Trailer Set Up, Dismantle and Return Freight | facil. | - | |
| | Office Furniture | in pkg 1 | - | |
| | Office Equipment, Copier, Printers, Computers | #2 | 50,000 | |
| | Internet Set UP - 1 additional | #2 | 5,000 | |
| | Internet Fees | #2 | 5,000 | |
| | Postage, Shipping and Deliver Service Fees | #2 | 10,000 | |
| | Assistant Expeditor | #2 | 145,000 | |
| | Office Storage Tank Services | #2 | 16,000 | |
| | Portable Toilets - Jobsite = Ave (10 per month x 4 services x 20 | #2 | 120,000 | |
| | Hand Wash Facilities | #2 | 4,500 | |
| | Job Built Ladders (2nd level and Roof Access) | #2 | 6,000 | |
| | Temp Stair Treads and landings (terrazzo permanent) | #2 | 8,500 | |
| | Rough Terrain Boom Lift = Material Handling non-trade | #2 | 90,000 | |
| | Skid Steer = Material Handling non-trade specific | #2 | 80,000 | |
| | ATV for Site Staff | #2 | 25,000 | |
| | Smal Tools - Allow for Consumables | #2 | 5,000 | |
| | Field Engineer Layout 2 man Crew: Maintain Control Points | #2 | 280,000 | |
| | Underground As-Built XYZ: Utility for Elect/Security | #2 | 25,000 | |
| | Field Quality Control | #2 | 149,000 | |
| | MEP Coordinator | #2 | 212,000 | |
| | Misc. Scaffolding = allow for not in trades | #2 | 300,000 | |
| | Daily Housekeeping (in addition to subcontractor cleaning) | #2 | 40,000 | |
| | Cleaning at Substantial Completion | #2 | 24,995 | |
| | Cleaning at Final Completion | #2 | 34,993 | |
| | Glass Cleaning at Final In/Out | #2 | 7,500 | |
| | Street cleaning | #2 | 30,000 | |
| | Dumpster Rental and Haul | #2 | 48,000 | |
| | Mock ups: Allow for Items not in sub scope and removal | #2 | - | In Allowance List |
| | | | | |
| 3.01 | Building and Site Concrete | #2 | 4,958,491 | GOLDEN CONCRETE |
| | Building Concrete + added piers at entrance | | | |
| | Concrete Paving | | | |
| | Site Concrete | | | |
| | Bridge | | | |
| | Cell Beds | | | |
| | | | | |

| | | | | |
|---|---|---|---|---|
| 4.01 | Masonry | #2 | 2,300,272 | LIMON |
| 5.01 | Structural and Misc. Steel Material and Erection / PEMB | #2 | 5,032,447 | J&N |
| 6.01 | Millwork and Quartz Tops | #2 | 1,306,750 | BND |
| 6.02 | Rough Carpentry | #2 | 75,000 | NOBLE ESTIMATE |
| | Roof Blocking | | | |
| | Telecom Panels = in drywall scope | | | |
| | Interior Blocking = in drywall scope | | | |
| | FRP Paneling = in drywall scope | | | |
| 7.02 | Exterior Metal Panels, Alum. Composite Panels and Stone | #2 | 1,700,559 | TADCO |
| | Stone Panels | | | |
| | Alum. Panels | | | |
| | Metal Panels | | | |
| | Metal Panels Soffit | | | |
| | | | | |
| 7.01 | KEE Roofing, Metal Roofing, Roof Insulation, Roof Accessories | #2 | 1,849,811 | TADCO |
| | KEE Roofing | | | |
| | Roof Accessories = Penetration Housings | | | In 23.01 |
| | Roof Hatch and Ladder | | | |
| | Speed Saver Insulation at Central Plant | | | |
| | Metal Roof at Central Plant | | | |
| 7.03 | Joint Sealants, Fire Sealants at CMU Waterproofing, Fluid | #2 | 253,262 | STC Alliance |
| | Rigid Insulation | | | In 9.01 |
| | Fluid Applied | | | |
| | Firestopping at CMU (not MEP Penetrations) | | | |
| | Site Paving and Walk Sealants | | | |
| | Building Sealants | | | |
| | Security Caulking | | | |
| 7.04 | Spray on Thermal and Fire Insulation | #2 | 188,000 | TOMAN |
| 7.05 | Expansion Joint Covers - Material | #2 | - | IN 7.03 |
| | Expansion Joint Covers - Installation | #2 | - | IN 7.03 |
| 8.01 | Doors, Frames and Hardware - Material (NON-DETENTION) | #2 | 1,547,600 | AD8 |
| | Hollow Metal Doors and Frames | | | |
| | Wood Doors | | | |
| | Finish Hardware | | | |
| | | | | |
| 8.01A | Doors, Frames and Hardware Installation (NON-DETENTION) | #2 | - | In 9.01 |
| 8.02 | Overhead Doors | #2 | 245,016 | DH PACE |
| 8.03 | Alum. Storefront, Windows, Interior Glazing, | #2 | 2,231,458 | RISICA & SONS |
| 8.04 | Access Doors - (Turnkey) | #2 | 43,914 | NOBLE ESTIMATE |
| 8.05 | Pass Thru Service Windows | #2 | - | IN 8.03 |
| 9.01 | Drywall, Lt. Ga. Framing, Insulated Sheathing, Batt Insulation | #2 | 4,339,265 | EXCEL |

| | | | | |
|---|---|---|---|---|
| | Drywall and Framing | | | |
| | Acoustical Ceiling and Acoustical Panels | | | |
| | | | | |
| 9.02 | Flooring: Ceramic Tile, Resilient Sheet, Plank and Base, Athletic | #2 | 1,806,919 | INTERTECH |
| | Ceramic floor and walls | | | |
| | Resilient | | | |
| | Athletic | | | |
| | Carpet | | | |
| | Polished and Sealed Concrete | | | |
| | Access Flooring and Underlayment | | | |
| | Epoxy Flooring | | | |
| | | | | |
| 9.03 | Terrazzo Tread and Landings | #2 | 145,591 | INTERTECH |
| 9.04 | Painting and High Performance Coatings | #2 | 1,386,690 | SOUTH TEXAS PAINT |
| | Painting and High Performance Coatings | | | |
| | Seal non-polished concrete floors | | | |
| 10.01 | Computerized Lockers, Welded Lockers, Metal Storage | #2 | 1,854,719 | SPACESAVER |
| 10.02 | Specialties Combined: Material Only: Visual Display Boards, | #2 | 180,440 | CORDILLERA |
| | Visual Display | | | |
| | Corner guards | | | |
| | Toilet Compartment | | | |
| | Toilet Accessories | | | |
| | Bullet Resistant Panels | | | |
| | Fire Ext and Cabinets | | | |
| 10.03 | Install Proposal Item 10.02 Scope of Work | #2 | 10,000 | NOBLE ESTIMATE |
| 10.04 | Folding Panel Partitions | #2 | 124,690 | DEA SPECIALTIES |
| 10.05 | Protective Covers (Pre-Engineered Canopies - Building to awing | #2 | 472,195 | AVADEK |
| Alum | Canopy Building to Parking 13 ft x 64 ft | | | |
| Steel | Parking Canopy 233 lf in base bid x 19.5 | | - | IN 5.01 |
| Steel | Parking Canopy 400 lf in base bid x 19.5 | | - | IN 5.01 |
| Alum | 14 x 17 alum canopy at entrance A/6.1 (above trellis) | | | |
| Alum | West Canopy 4 ft x 142 lf | | | |
| Alum | East to Jail Canopy 6 ft x 12 ft | | | |
| Alum | Horizontal Canopy Sun Screen - Alum 4.33 w x 210 l | | | |
| Alum | Vertical Sun Screens 2x6 alum 108 x 11 lf/ea | | | |
| Alum | Main Entry Trellis 2x6 alum | | | |
| | | | | |
| | | | | |
| 10.06 | Flag Poles | #2 | 44,615 | CORDILLERA |
| 10.07 | EQUIPMENT | | | |
| | (EQ-2) Atomic Clocks Allowance | | - | In Allowance List |

| | | | | |
|---|---|---|---|---|
| | (EQ-3) Key Tracking System Allowance | | - | In Allowance List |
| | (EQ-4) Mat Room Floor & Wall Mats Allowance | | - | In Allowance List |
| | | | | |
| | | | | |
| 11.01 | Detention Equipment Contractor Scope: Security Glazing, | #2 | 1,415,000 | SUSTAINABLE SOLUTIONS |
| 11.02 | Residential Appliances and Refrigeration - Material | #2 | 194,940 | CORDILLERA |
| 11.02A | Residential Appliances and Refrigeration - Installation | #2 | 30,850 | CORDILLERA |
| 11.03 | Laboratory Equipment, Solid Plastic Casework, Metal | #2 | 312,984 | HALLMARK |
| 12.01 | Roller Window Shades | #2 | 211,980 | SERVICE SHADE SHOP |
| 12.02 | Site Furnishings - Material | #2 | 142,550 | LANDSCAPE FORMS (no bridge rails) |
| 12.03 | Site Furnishings - Installation | #2 | 23,000 | NOBLE ESTIMATE |
| 14.01 | Elevators | #2 | 249,900 | TK |
| 21.01 | Fire Suppression (including underground)& Clean Agent | #2 | 910,493 | SAFEGUARD |
| 22.01 | Plumbing | #2 | 3,178,490 | CONTINENTIAL |
| 23.01 | HVAC | #2 | 8,741,706 | VICTORIA AIR CONDITIONING |
| | Test and Balance | | 108,880 | T&C SERVICES |
| 26.01 | Electrical | #2 | 7,229,477 | METRO (-Generator Cost) |
| 27.01 | Communications Cable | #2 | 1,762,740 | TELEPRO |
| 27.02 | Audio Visual | #2 | - | In Allowance List |
| 28.01 | Access Control, Video Surveillance Systems and Fire Alarm | #2 | | IN 27.01 |
| | Metal Detectors | #2 | 86,000 | |
| | Access Control | | - | |
| | Video Surveillance | | - | |
| | 5 year License | | - | |
| | Fire Alarm | | - | IN 27.01 |
| 31.03 | Termite Control | #2 | 56,000 | NOBLE ESTIMATE |
| 32.01 | Security Fence and Gates, Chain Link Fence and Gates | #2 | 675,481 | HURRICANE |
| 32.02 | Landscape Planting and Irrigation | #2 | 1,663,455 | MALDONADO |
| | Landscape | | | |
| | Irrigation | | | |
| 32.03 | Parking Lot Striping, Stops and Signage | #2 | 21,600 | VALLEY STRIPING |
| 32.04 | Natural Stone Paving | #2 | 21,000 | NOBLE ESTIMATE |
| | | | | |
| | Allowance: | | | |
| | Signage | #2 | 250,000 | |
| | Emergency Radio Communications BDA/DAS | #2 | 350,000 | |
| | Mock-ups | #2 | 75,000 | |
| | Atomic Clocks (EQ-2) | #2 | 25,000 | |
| | Key Tracking System (EQ-3) | #2 | 30,000 | |
| | Mat Room Floor & Wall Mats (EQ-4) | #2 | 24,000 | |
| | Parking Canopy | #2 | 481,383 | No proposals received in BP #2 |

| | | | | |
|---|---|---|---|---|
| | **Delegated Design Canopy Connection** | **#2** | **75,000** | |
| | **Integrated Audio Visual Systems** | **#2** | **2,826,113** | |
| | **Perimeter Security Fence** | **#2** | **888,323** | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | **Subtotal** | | **67,212,471** | |
| | **Escalation from Estimate Date to Notice to Proceed** | | | |
| | **Owner Contingency** | | **625,000** | |
| | **CMAR Contingency** | | **672,125** | |
| | **Work Remaining to Procure** | | | |
| | **Total Cost of Work** | | **68,509,596** | |
| | **Construction Phase Fee 3.50 % x Cost of Work** | **3.50%** | **2,397,836** | |
| | **Subtotal** | | **70,907,432** | |
| | **Building Permits 2/9/2026 Waived by City** | | | |
| | **General Conditions ( not subject to Fee)** | | **1,197,560** | 1,556,828 |
| | **General Liability Insurance ( not subject to Fee)** | | **186,350** | 11,406 |
| | **Temporary Facilities (not subject to fee)** | | **84,700** | 84,700 |
| | **Safety and Security ( not subject to fee)** | | **278,120** | 361,553 |
| | **Builders Risk Insurance ( not subject to Fee)** | | **1,207,548** | **68,438** |
| | **CMAR Payment and Performance Bond ( not subject to Fee)** | | **678,314** | **41,519** |
| | **Total GMP 2** | | **74,540,024** | |
| | **Total GMP 1** | | **7,752,389** | |
| | **Final GMP Total** | | **82,292,413** | |

# TAB 5 – VALUE ENGINEERING



NOBLE

City of Brownsville Public Safety
Project # 2501

| | |
|---|---|
| GMP 1: Total | 7,752,389 |
| GMP 2: Total | 74,540,024 |
| Proposed Total GMP | 82,292,413 |

| Alternate | Date Submitted | Item Description | Accepted | Not Accepted | Proposed ADD | Proposed Deduct | Accepted | Notes |
|---|---|---|---|---|---|---|---|---|
| 1 | | Deduct Ready Line Canopy | ☐ | ☑ | | (481,383) | | |
| 2 | | ADD Metal Detector 5 Year Warranty | ☐ | ☐ | 0 | | | |
| 3 | | ADD Vehicle Storage Canopy | ☑ | ☐ | 276,130 | | 276,130 | |
| 4 | | ADD Relocate Existing Fuel Tank | ☐ | ☐ | 240,452 | | | Can't Accept Both Alt. #4 & #5 |
| 5 | | Add New Fuel Tank | ☑ | ☐ | 368,384 | | 368,384 | (Needs to be either or) |
| 6 | | Add Centralized UPS Batteries: Provide Lithium-ion in lieu of Acid | ☐ | ☑ | 165,538 | | | |
| 7 | | Deduct Fire Line Booster Pump | ☐ | ☑ | | (44,914) | | |
| 8 | | Deduct Concrete Paving southernmost parking | ☐ | ☑ | | (241,671) | | |
| 9 | | Deduct Concrete Paving at South Parking Lot | ☐ | ☑ | | (203,095) | | |
| 10 | | Provide Hunter Eco-Mat irrigation lines as specified | ☐ | ☑ | 162,300 | | | |
| | | Total | | | | | | |

| | Date Submitted | Item Description | Accepted | Not Accepted | Proposed ADD | Proposed Deduct | | Notes |
|---|---|---|---|---|---|---|---|---|
| | | Generator Allowance (Savings) To Become part of Owner Contingency | ☐ | ☑ | | (1,198,916) | | To Become part of Owner Contingency |
| | | Total | | | | | | |

| VE No. | Date Submitted | Item Description | Accepted | Not Accepted | Proposed ADD | Proposed Deduct | Accepted | Notes |
|---|---|---|---|---|---|---|---|---|
| 1 | | Relocate bridge to shorten length | ☑ | ☐ | | (111,875) | (111,875) | |
| 2 | | Reduce thickness of Planting Soil | ☐ | ☑ | | (15,456) | | |
| 3 | | Door Hardware Change | ☑ | ☐ | | (249,735) | (249,735) | |
| 4 | | CMU Block Wall in lieu of Security Fence | ☐ | ☑ | | (188,584) | | stated as allowance |
| 5 | | Remove Trellis Canopy at Main Entrance, Both Marque & "U" Bent Canopy | ☐ | ☑ | | (560,914) | | |
| 6 | | Alternate Electrical & Lighting Package | ☑ | ☐ | | (25,970) | (25,970) | |
| 7 | | HVAC Duct Cleaning | ☑ | ☐ | | (163,000) | (163,000) | |
| 8 | | Gamechanger in lieu of Fiber - Cameras & Waps (on site plan) | ☑ | ☐ | | (45,385) | (45,385) | |
| 9 | | Alternate Overhead Doors | ☑ | ☐ | | (24,551) | (24,551) | |
| 10 | | TVs to be Owner Provided in lieu of GC | ☐ | ☑ | | (551,185) | | |
| 11 | | ACT Ceilings: Using Certainteed in lieu of Armstrong | ☑ | ☐ | | (168,900) | (168,900) | |
| 12 | | Reduce Landscaping Plants & Maintenance | ☐ | ☑ | | (221,100) | | |
| 13 | | Remove Concrete Step-Out at exterior sidewalks & replace with SOD | ☐ | ☑ | | (17,303) | | |
| 14 | | Remove Landscape Aluminum Bollards with Lens & replace with Galvanized Bollards | ☑ | ☐ | | (17,021) | (17,021) | |
| 15 | | Reduce size of Field Boulders Type A & Type B | ☑ | ☐ | | (27,552) | (27,552) | |
| 16 | | Replace Guardrail's Wooden Handrail with Standard Galvanized Railing | ☐ | ☑ | | (19,100) | | Either: VE #1 or #16 (Can't Take Both) |
| 17 | | Replace Stone Paving area with Concrete Paving | ☑ | ☐ | | (13,904) | (13,904) | |
| 18 | | Use Chain-link fence with in lieu of Z Girts at Outdoor Fitness area | ☐ | ☑ | | (39,825) | | |
| 19 | | Reduce amount of Site Lighting (raceways to remain) | ☐ | ☑ | | (18,520) | | |
| 20 | | Remove 1 of the Sallyport bays (concrete paving to remain) | ☐ | ☑ | | (110,791) | | |
| 21 | | Remove both of the Sallyport bays (concrete paving to remain) | ☐ | ☑ | | (270,939) | | |
| 22 | | Use Acrovyn in lieu of Wall Tile Wainscot in the lobby and corridors | ☐ | ☑ | | 0 | | Awaiting Breakdown (Material Pricing) |
| 23 | | Remove Mondo Flooring & replace with Rubber Gym Mats | ☐ | ☑ | | (14,000) | | |
| 24 | | Pan Filled stairs in lieu of Terrazzo Steps | ☑ | ☐ | | (19,800) | (19,800) | |
| 25 | | Use Galvanized in lieu of Stainless steel system for stairs | ☐ | ☑ | | (24,046) | | |
| 26 | | Waterproofing & Crack Membrane on Restroom Floors and Wet Walls ONLY | ☐ | ☑ | | (25,143) | | |
| 27 | | Replace Polished Conc with Sealed Conc. | ☐ | ☑ | | (14,632) | | |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 28 | | FF&E Schedule Sheets A2.0 - A2.4 by Owner in lieu of GC (GC Install to remain) | ☐ | ☑ | | (194,940) | | |
| 29 | | Sloped Deck in lieu of Tapered Insulation for Roof System | ☐ | ☑ | | (281,650) | | |
| 30 | | Delete all Safety Padding on Cell Benches | ☑ | ☐ | | (102,000) | (102,000) | |
| 31 | | Change Ceramic Tile Sizes (CT-1 & CT-2) | ☑ | ☐ | | (21,000) | (21,000) | |
| 32 | | HVAC: Misc. Cost Savings Options | ☐ | ☑ | | (63,000) | | |
| 33 | | Redesign Landscaping to Allowance | ☐ | ☑ | | (863,455) | | Either: VE (#1,#2, #12, #15, 17) or VE #33 |
| 34 | | | ☐ | ☐ | | | | |
| 35 | | | | | | | | |
| | | | | | | | | |

| | |
|---|---|
| Direct Cost total of Accepted Alternates, Generator savings and VE | (346,179) |
| Noble Fee Reduction 3.50% x Direct cost | (12,116) |
| Total Deductions to Proposed GMP Subtotal | (358,295) |
| | |
| Proposed GMP 1 + GMP 2 Total | 82,292,413 |
| Less Accepted Deductions | (358,295) |
| **Final Proposed GMP** | **81,934,118** |

**VE Item #1**

NOBLE

# City of Brownsville Public Safety

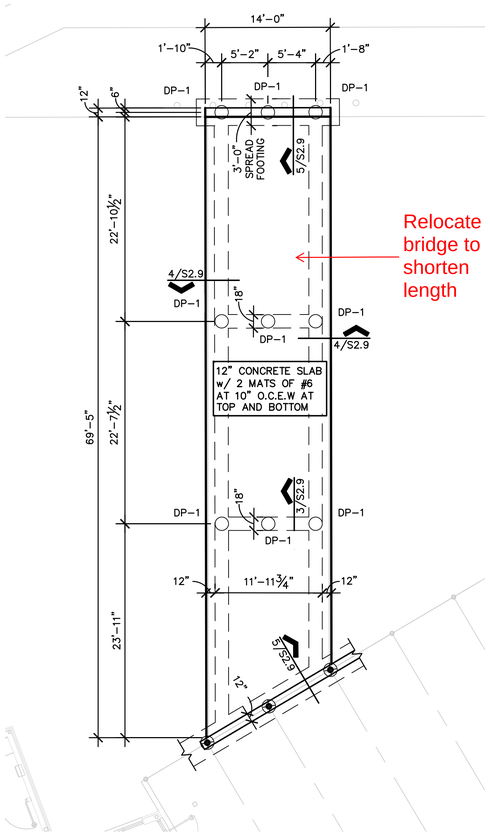
## Project No.

VE #

1 Relocate bridge to shorten length

| Item Code | Title | Estimated Quantity | Unit | Unit Price | Total |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| Add | | | | | 0.00 |
| | | 375.00 | lf | 163.00 | 61,125.00 |
| | Guardrail at Bridge | 60.00 | lf | 300.00 | 18,000.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| Deduct | | | | | 0.00 |
| | Concrete & Drilled Piers (Sheet S2.9) (912 SF) | (1.00) | LS | 149,000.00 | (149,000.00) |
| | Guardrail at Bridge | (140.00) | LF | 300.00 | (42,000.00) |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | Subtotal Cost of Work | | | Deduct | (111,875.00) |

VE Item #1

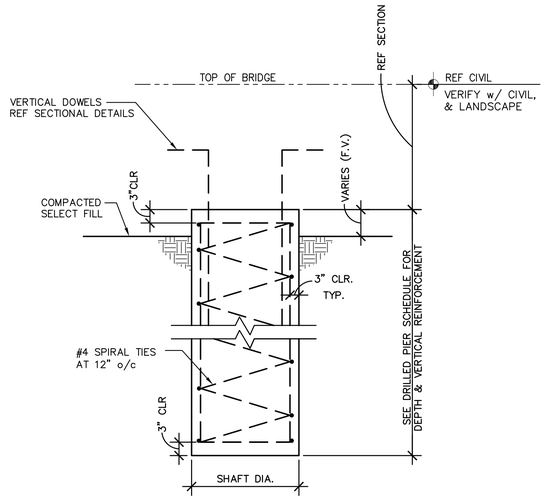



## 1 PEDESTRIAN BRIDGE FOUNDATION PLAN

1/8" = 1'-0"

N

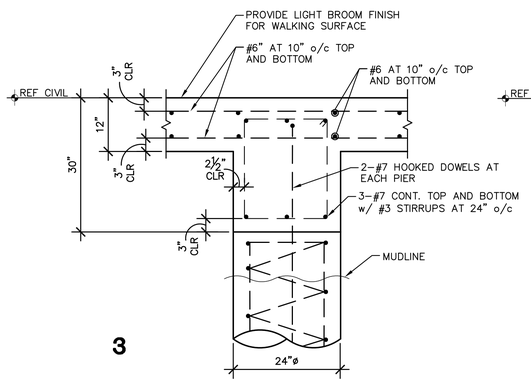
PLAN NORTH




## 2 DRILLED PIER SCHEDULE AND PROFILE

3/4" = 1'-0"

| DRILLED PIER SCHEDULE | | | |
|---|---|---|---|
| MARK | SHAFT DIA. (FEET) | VERTICAL REINFORCING | BEARING DEPTH BELOW MEAN SEA LEVEL (FEET MSL) |
| DP-1 | 2'-0" | 8-#7 | 40'-0" |

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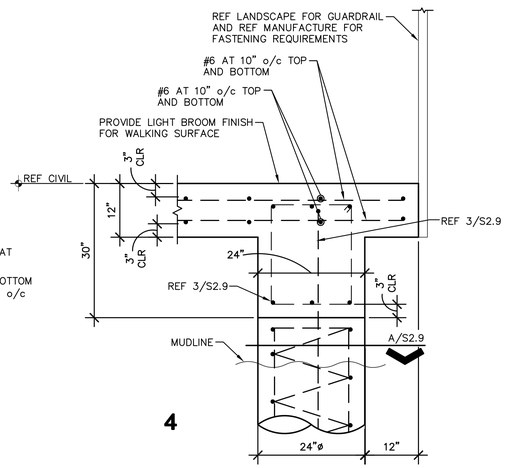


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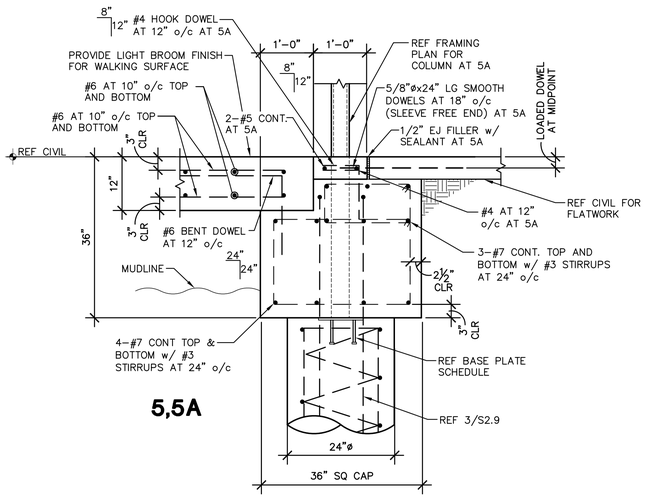
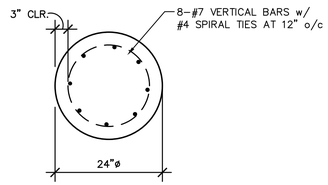



5,5A




"A"

megamorphosis
324 W VAN BUREN
HARLINGEN
TX 78550
956.428.1779

HERIBERTO CANIZOS
103450
LICENSED PROFESSIONAL ENGINEER
5/15/26

CITY OF BROWNSVILLE PUBLIC SAFETY COMPLEX

BID PKG. 2

F M 511
BROWNSVILLE, TX 78520

REVISIONS

| NUMBER | DATE |
|---|---|

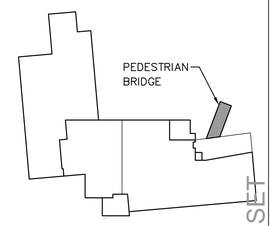
STRUCT PROJ. #
877-163

DATE
MAY 15, 2026

SHEET TITLE AND NO.

PEDESTRIAN BRIDGE FRAMING PLAN

S2.9




GREEN, RUBIANO & ASSOCIATES
CONSULTING STRUCTURAL ENGINEERS
1220 WEST HARRISON
HARLINGEN, TEXAS 78551
(956)428-4461 WEB:WWW.GRUBIANOENGINEERING.COM
FIRM REGISTRATION # F-4145

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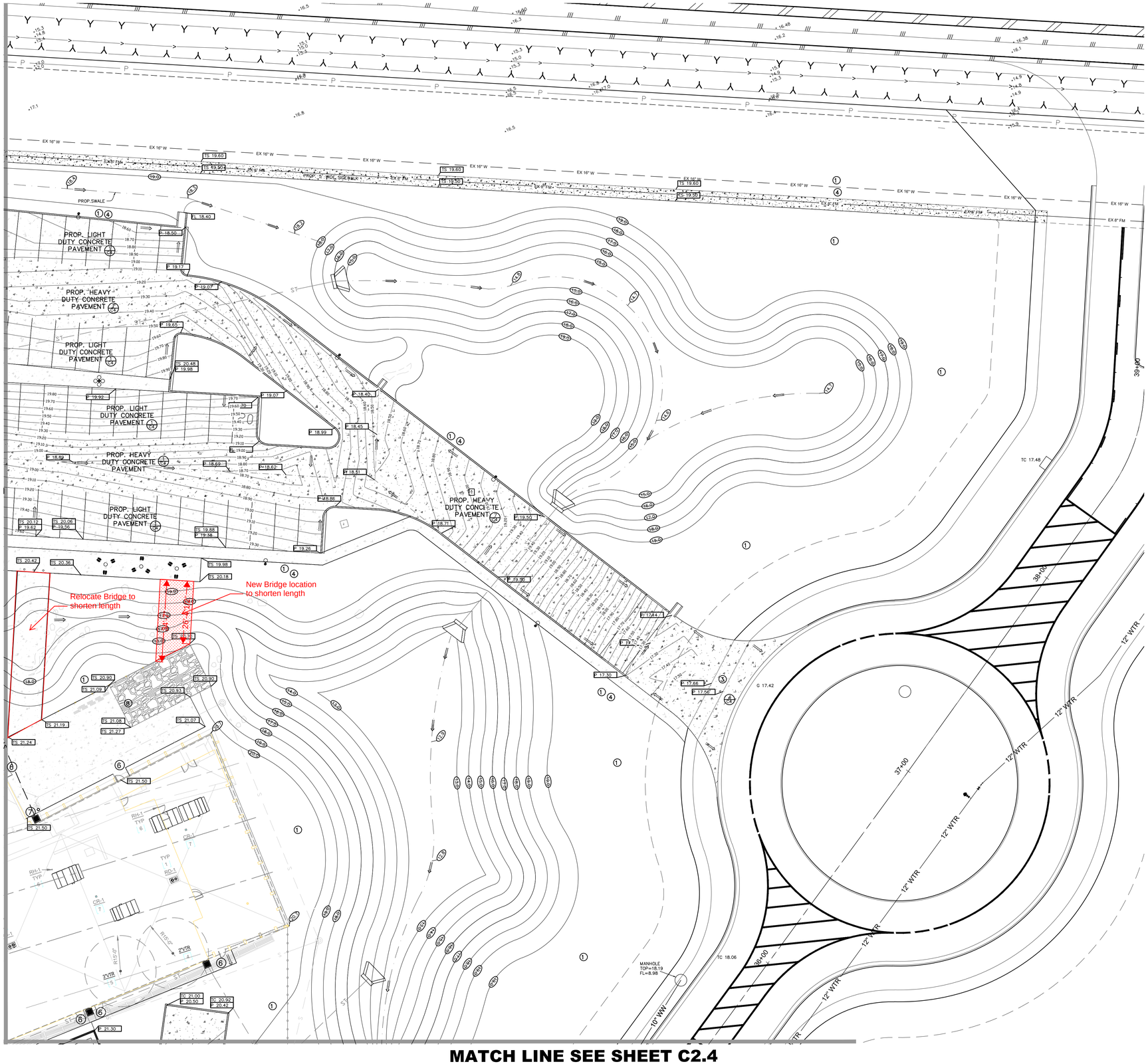
PRICING SET




## LEGEND

| | |
|---|---|
| +17.1 | EXISTING GROUND SURFACE ELEVATION |
| TS 24.70 | TOP OF SIDEWALK ELEVATION |
| TC 23.96 | TOP OF CURB ELEVATION |
| P 23.96 | PAVEMENT ELEVATION |
| G 21.00 | GUTTER ELEVATION |
| 24.9 | FINISHED GROUND SURFACE ELEVATION |
| ⟹ | DIRECTION OF DOWNWARD SLOPE |
| ⟹ | SURFACE SWALE |

## GRADING PLAN NOTES

1. GRADE ALL AREAS (SMOOTH AND FINELY GRADED AT A UNIFORM SLOPE AS NEEDED TO RECIEVE HYDROMULCHING OR SOD) TO DRAIN TO THE NEAREST DRAINAGE OUTLET OR SWALE
2. ALL DEBRIS AND EXCESS EARTH MATERIAL GENERATED BY THE SITEWORK OPERATIONS WILL BECOME PROPERTY OF THE CONTRACTOR TO BE REMOVED FROM THE SITE AND PROPERLY DISPOSED AT HIS EXPENSE.
3. NO SIDEWALKS SHALL HAVE A CROSS SLOPE GREATER THAN 2% OR LONGITUDINAL SLOPE GREATER THAN 5% AND SHALL MEET ADA AND TAS REQUIREMENTS. RAMPS SHALL HAVE DETECTABLE WARNING SURFACE AND SLOPE NOT TO EXCEED 8.33%.
4. BACKFILL ALL CURB & GUTTER, PAVEMENT EDGES AND SIDEWALKS TO 3" BELOW TOP OF CURB OR SIDEWALK AND SLOPE TO EXISTING GROUND AT 10 TO 1 OR TO NEAREST DRAINAGE OUTLET
5. NO IRRIGATION SPRINKLER HEADS OR PIPING SHALL BE INSTALLED IN ANY AREA UNTILL FINAL GRADING IN THAT AREA HAS BEEN COMPLETED AND APPROVED BY SITEWORK ENGINEER.
6. SIDEWALK TO MATCH FINISHED FLOOR OR DOORWAYS. SLOPE AWAY FROM BUILDING @ 2% SLOPE
7. TRANSITION CURB HEIGHT FROM 6" TO 0"
8. 2.25" DROP TO PROVIDE FOR FLAGSTONE INSTALLTION SEE LANDSCAPE PLANS
9. SEE LANDSCAPE PLAN FOR ROOF DRAIN DRAINAGE

**VE Item #1**


megamorphosis
324 W VAN BUREN
HARLINGEN
TX 78550
956.428.1779


STATE OF TEXAS
JAMES E. ROSE
44096
LICENSED
PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY JAMES E. ROSE, P.E. 44096 5/15/26
ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE LAW

CITY OF BROWNSVILLE PUBLIC SAFETY COMPLEX

BID PKG. 2

F.M. 511
BROWNSVILLE, TX 78520

REVISIONS
NUMBER DATE

ARCH PROJ. #
2501

DATE
MARCH 15, 2026

SHEET TITLE AND NO.

**PAVING AND GRADING PLAN 1"=20'**

**C-2.2**
OF C5

PRICING SET


*Mejia & Rose, Incorporated*
*Engineering Surveying*
*T.B.P.E. Reg. No. F-2670*
*T.B.P.L.S. Reg. No. 10023900*
*1643 West Price Road (956) 544-3022*
*P.O. Box 3761 Brownsville, Texas 78520*
*Fax (956) 544-3068*

**VE Item #1**

| DESCRIPTION | QTY | RATE | AMOUNT |
|---|---|---|---|
| (Sheet S2.9 - Pedestrian Bridge Foundation) | | | 149,000.00 |

Scope:

Pedestrian bridge slab 12" | 952.6 SQ FT
Ftg 36"x12" PB | 14.2 FT
Pier 24" diam. x 40’ PB | 9.0 EA
Pier cap 36"x36" PB | 3.0 EA
Ftg 24"x30" PB | 163.1 FT

Included:
-Labor
-Material
-Equipment

Exclusions: Permits/fees/bonds, testing dewatering, lime stabilization, masonry dowel caps, barricades, safety cables, grouting, waterproofing, demolition work, survey, and layout building corners.

# VE Item #2

NOBLE

**City of Brownsville Public Safety**

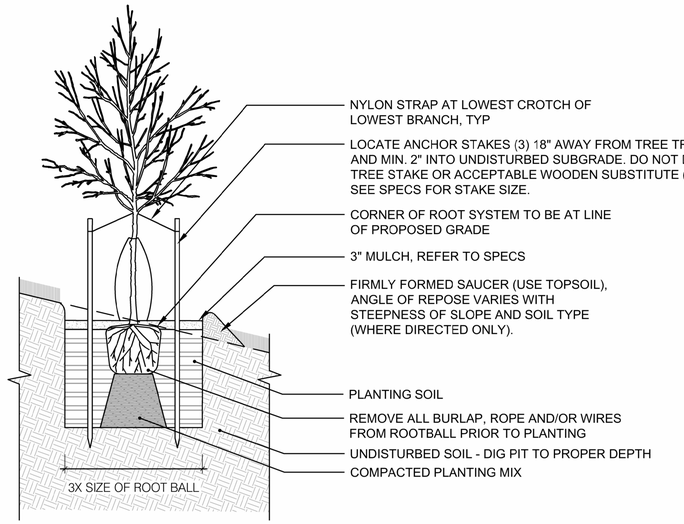
**Project No.**

VE #

2 Reduce thickness of Planting Soil

| Item Code | Title | Estimated Quantity | Unit | Unit Price | Total | Notes |
|---|---|---|---|---|---|---|
| | | | | | | |
| | | | | | | |
| Add | | | | | 0.00 | |
| | 6" of Planting Soil = net change | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| Deduct | | | | | 0.00 | |
| | 6" in lieu of 12" of Planting soil (net change) | (1.00) | LS | 15,456.00 | (15,456.00) | SOUTHERN |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | Subtotal Cost of Work | | | Deduct | (15,456.00) | |
| | | | | | | |

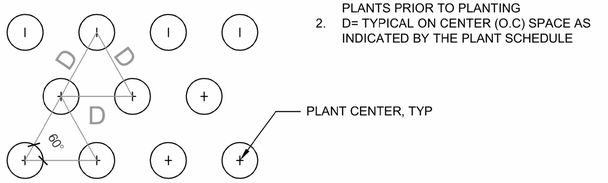
VE Item #2




1 TREE PLANTING ON SLOPE, TYP. DETAIL
Scale: 1/2"=1'-0"

NOTES:

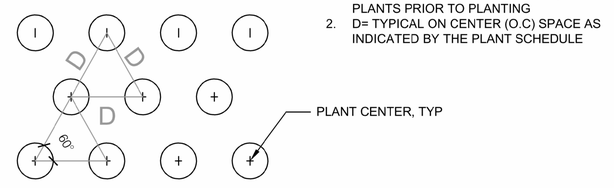
1. REMOVE ALL WIRE, PLASTIC, TAGS AND/OR SYNTHETIC MATERIAL FORM PLANTS PRIOR TO PLANTING
2. D= TYPICAL ON CENTER (O.C) SPACE AS INDICATED BY THE PLANT SCHEDULE




A PLAN
1/2"=1'-0"

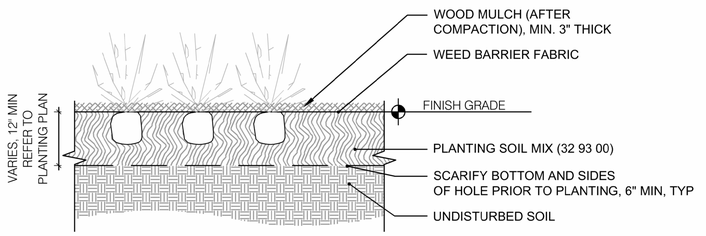
NOTES:

1. REMOVE ALL WIRE, PLASTIC, TAGS AND/OR SYNTHETIC MATERIAL FORM PLANTS PRIOR TO PLANTING
2. D= TYPICAL ON CENTER (O.C) SPACE AS INDICATED BY THE PLANT SCHEDULE



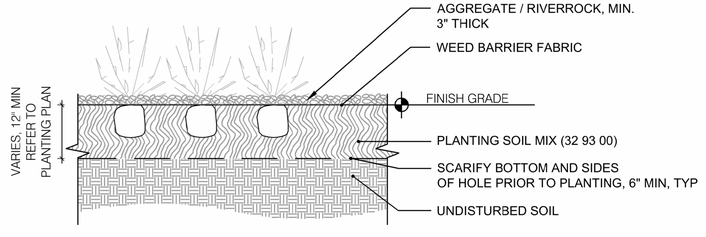

A PLAN
1/2"=1'-0"

Reduce Planting Soil Mix to 6"




B SECTION
1/2"=1'-0"

2 PLANTING IN WOOD MULCH DETAIL
Scale: 1/2"=1'-0"




B SECTION
1/2"=1'-0"

3 PLANTING IN AGGREGATE / RIVER ROCK DETAIL
Scale: 1/2"=1'-0"

megamorphosis
324 W VAN BUREN
HARLINGEN
TX 78550
956.428.1779

REGISTERED LANDSCAPE ARCHITECT
KENNETH W. MICHAEL
2799
STATE OF TEXAS

smm
landscape architects

CITY OF BROWNSVILLE PUBLIC SAFETY COMPLEX

BID PKG. 2

F. M. 511
BROWNSVILLE, TX 78520

REVISIONS
NUMBER DATE

ARCH PROJ. #
2501

DATE
MAY 15, 2026

SHEET TITLE AND NO.
PLANTING DETAILS

L591

PRICING SET

# PROPOSAL AND CONTRACT FOR WORK

SOUTHERN LANDSCAPES
LANDSCAPING · IRRIGATION · MAINTENANCE

821 E. Beech Ave.
McAllen, TX 78501
Tel 956-618-1899 ~ Fax 956-618-0850

DATE 7/20/2026 ESTIMATE # 13629L

PREPARED BY: Clay

| FOR | Project: |
|---|---|
| City of Brownsville<br>Public Safety Complex<br>1400 F.M. 511<br>Brownsville, TX 78520 | COB Public Safety Facility |

| QTY | DESCRIPTION |
|---|---|
| | Material -$19,680.00<br>Labor -$7,872.00<br>Total Credit -$27,552.00 |
| -345 | Reduce Planting Soil to 6"<br>Shrub Planting Soil C.Y. |
| | **VE Item #2** |
| | Material -$11,040.00<br>Labor -$4,416.00<br>Total Credit -$15,456.00 |
| 452<br>8,560<br>8,560 | Reduce Plant size to plugs<br>Plains Bristlegrass<br>Gulf Cordgrass<br>Prairie Dropseed |
| | Material -$35,144.00<br>Labor -$10,543.20<br>Total Credit -$45,687.20 |
| 1 | 90 Day Maintenance period in Lieu of 1 Year |
| | Total $-101,250.00 |
| | Notes:<br>1.) Grading to be + or - 1" prior to work.<br>2.) Excludes Sales Tax.<br>3.) Proposal has sod for Bermuda grass.<br>4.) Excludes Benches, Bike Racks, Bollards, Guardrail, Concrete, Receptacles, Pavers, ADS Ramp, Erosion Control Blankets.<br>5.) Assume boulder are around 2' ht.<br>6.) Tree staking per specification T Post. |

| *Please sign and return if accepted.* | | TOTAL |
|---|---|---|

*This proposal may be withdrawn by us if not accepted in 90 days.*

Accepted By _____ Date: _____

**VE Item #3**

## City of Brownsville Public Safety
## Project No.

**VE #**

**3** **Door Hardware Change**

| Item Code | Title | Estimated Quantity | Unit | Unit Price | Total |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| Add | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| Deduct | | | | | 0.00 |
| | Change Manufature from Assa Abloy to Allegion | (1.00) | ls | 249,735.00 | (249,735.00) |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | Subtotal Cost of Work | | | Deduct | (249,735.00) |

# Bid Proposal

**Architectural Division 8 - San Antonio**
2425 Brockton, Suite 101, San Antonio, TX 78217
Tel: 210-826-6616 Fax: 210-826-6900

| | |
|---|---|
| Project Name | CITY OF BROWNSVILLE PUBLIC SAFETY BLDG 100% |
| Location | FM 511<br>Brownsville, TX |

Bid
TBD
San Antonio, TX 78217
United States

| | |
|---|---|
| Bid Date | Jun 18, 2026 |
| Drawing Date | Mar 15, 2026 |
| Addenda | 1, 2 , 3 |

Quote Number: 121225RS1-100% bidding Docs

| Section | Bid Price |
|---|---|
| **Finish Hardware - 087100**<br>***336 sets**<br>**-excludes detention hardware** | **989,150.00** |
| **Hollow Metal Doors - 081113**<br>***113 leafs**<br>**Excludes detention doors** | **142,580.00** |
| **Hollow Metal Frames - 081113**<br>***324 frames**<br>**Includes level 3 bullet resistant frames**<br>**Excludes detention frames, aluminum bullet resistant frames** | **231,245.00** |
| **Wood Doors - 081416**<br>***188 leafs**<br>**Includes level 3 bullet resistant wood doors** | **184,625.00** |
| Pre-Tax Bid Total: | 1,546,700.00 |

Deduct $249,735.00 to use Allegion instead of Assa Abloy

Supplier confirmed that hardware will meet criteria stated in specifications.

**QUOTE VALID FOR 30 DAYS**

NOBLE

**City of Brownsville Public Safety**

**Project No.**

# VE Item #4

VE #

4 CMU Block Wall in lieu of Security Fence

| Item Code | Title | Estimated Quantity | Unit | Unit Price | Total | Notes |
|---|---|---|---|---|---|---|
| | | | | | | |
| | | | | | | |
| Add | | | | | 0.00 | |
| | Conc. Footings & Grade Beam | 1.00 | ls | 284,900.00 | 284,900.00 | Limon (Budget) |
| | 8' Tall CMU Block Wall (2,000 LF) | 1.00 | ls | 414,839.00 | 414,839.00 | Limon (Budget) |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| Deduct | | | | | 0.00 | |
| | Sleek Fence or Ameristar Impasse II (2,000 LF) | (1.00) | ls | 888,323.00 | (888,323.00) | Hurricane Fence |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | Subtotal Cost of Work | | | Deduct | (188,584.00) | |

WALL WILL STAIR STEP W/ TOPOGRAPHY OF SITE, AND INCLUDE DRAINAGE OPENINGS TO MAINTAIN SITE DRAINAGE

VE Item #4

POINT OF CONNECTION TO FM 511 - RE: CIVIL

4" WIDE CROSSHATCH PARKING STRIPING @ 24" O.C. AS SPEC'D.

48'-10"

56'-4 3/4"

39'-11 1/4"

RE: SHEET A-1.3 FOR DUMPSTER ENCLOSURE

46'-4"

NEW SECURITY FENCE AS SPEC'D.

RE: SHEET A-1.2 FOR GATE INFORMATION

FIRE HYDRANT- RE: CIVIL

FIRE LANE

EMERGENCY PHONE (RE:7/A-1.3) & E-COMMERCE SIGN

84 SPACES

TYP. TYP.

NEW CONC. WALK BY OTHERS

RE: SHEET A-1.3 FOR FLAGPOLES

RE: A-1.5 FOR H.C. PKG. & SIGNAGE

4" WIDE CROSSHATCH PARKING STRIPING @ 24" O.C. AS SPEC'D.

BID ALT. #3: VEHICLE STORAGE CANOPY

R 50'-0"

20'-0"

20'-0"

FIRE HYDRANT- RE: CIVIL

POWER PEDESTALS- RE: MEP

BID ALT. #5: FUEL TANK, CANOPY, PAVING, & ASSOCIATED ELECTRICAL POWER, DATA, AND LIGHTING - RE: A-1.6

BOLLARD - RE: MEP & 4/A-1.6 FOR FOOTING (TYP.)

RE: STRUCT. FOR BRIDGE/OVERLOOK

POINT OF CONNECTION TO PAVING WORK BY OTHERS

4" WIDE CROSSHATCH PARKING STRIPING @ 24" O.C. AS SPEC'D. - OUTSIDE LINE TO HAVE A 30' DIAMETER AT THIS LOCATION

RE: A-1.8 FOR ALUMINUM CANOPY

RE: SHEET A-1.8 FOR GENERATOR ENCLOSURE

BID ALT. #1: PARKING CANOPY - RE: A-1.7

RE: SHEET A-1.4 FOR GENERATOR ENCLOSURE

STORM DRAIN INLETS COORDINATE LOCATIONS TO BE DIRECTLY BELOW ROOF DRAIN OUTLET LOCATIONS RE: CIVIL (TYP.)

IN GRADE PULL-BOX - RE: TECHNOLOGY DWGS.

NEW SECURITY FENCE AS SPEC'D.

55'-0 3/4"

RE: A-1.7 FOR ENLARGED DIMENSION PLAN

RE: SHEET A-1.2 FOR GATE INFORMATION

773'-5 3/4"

298 SPACES TOTAL

FIRE LANE

STORM DRAIN INLETS COORDINATE LOCATIONS TO BE DIRECTLY BELOW ROOF DRAIN OUTLET LOCATIONS RE: CIVIL (TYP.)

RE: A-1.5 FOR H.C. PKG. & SIGNAGE

FIRE HYDRANT- RE: CIVIL

PAINTED DIRECTIONAL SIGNAGE ON CONCRETE PAVING AS SPEC'D. (TYP.)

LIGHT POLES RE: MEP & TECH. FOR CAMERAS (TYP.)

HATCH INDICATES BID ALT. #9

BOLLARD - RE: MEP & 4/A-1.6 FOR FOOTING (TYP.)

POINT OF CONNECTION TO PAVING WORK BY OTHERS

CAMERA POLES - RE: MEP & TECHNOLOGY - TO BE PART OF BASE BID

298 SPACES

62 SPACES

334'-1"

HATCH INDICATES BID ALT. #8

NEW SECURITY FENCE AS SPEC'D.

352'-8 1/2"

**GENERAL NOTES:**

1. AREAS NOTED AS FIRE LINES TO RECEIVE 4" WIDE RED PAINTED STRIPING ALONG BOTH SIDES OF DRIVE W/ STENCILED WHITE LETTERS 'FIRE LANE' AS REQ'D. BY A.H.J.
2. NEW DRIVE W/ TRAFFIC CIRCLE TO BE BY OTHERS - COORDINATE W/ NEW DRIVE APRONS

1 PROPOSED SITE PLAN
1" = 40'-0"

N
NORTH



megamorphosis
324 W VAN BUREN
HARLINGEN
TX 78550
956.428.1779

REGISTERED ARCHITECT
JESSE ALAN MILLER
26888
STATE OF TEXAS

5/15/2026

CITY OF BROWNSVILLE PUBLIC SAFETY COMPLEX

BID PKG. 2

F.M. 511
BROWNSVILLE, TX 78520

REVISIONS

| NUMBER | DATE |
|---|---|

ARCH PROJ. #
2501

DATE
MARCH 15, 2026

SHEET TITLE AND NO.
PROPOSED SITE PLAN

A-1.1

PRICING SET

**VE Item #4**

3440 Sp 1
Hurricane FENCE COMPANY
Tel: (956) 423-8364 www.hurricanefencetx.com Fax: (956) 425-1306

# Proposal

| SUBMITTED TO: | | | DATE: 6/18/2026 | | |
|---|---|---|---|---|---|
| COMPANY NAME | | | JOB NAME | | |
| Noble Texas Builders | | | Proposal Package #2 Item 32.01 Fencing & Gates | | |
| CONTACT NAME | | | STREET | | |
| Attn: Estimators | | | | | |
| STREET | | | CITY | STATE | ZIP |
| | | | | | |
| CITY | STATE | ZIP | PHONE | FAX | |
| | | | | | |

| | |
|---|---|
| 8' high Sleek Fence with engineering OR 8' high Ameristar Impasse II with slats<br>1983' - 8' high perimeter fence with 30" x 54" concrete footings with rebar cages | 888,323.00 |
| recommended post spacing by Sleek Fence, Ameristar post spacing at 8ft pending their engineering | |
| 4 - 16' Sliding Gates with v-groove track (Sleek Fence Or Ameristar Impasse II) | |
| 2 - 4' pedestrian gates to match perimeter fence, access control by others | 264,834.00 |
| 4 - Hy Security Slidedriver SD80 gate operators, 2 loops each gate, 2 photo | 120,000.00 |
| eyes with posts at each gate, access control & electrical by others | |
| 1 - 8' x 12' sliding gate at Generator (Sleek Fence) | |
| 2 - double swing gates at Dumpster enclosure (Sleek Fence) | |
| 1 - Chiller Yard 4 double swing gates (Sleek Fence) | 228,984.00 |
| 1 - Seized Bicycle area chainlink fence 8ft high with roof | |
| 1 - Air Compressor chainlink Fence 8ft high with gate | |
| 1 - K9 Yard outside 8ft high chainlink fence (excludes pet doors) | |
| 1 - K9 Yard interior 8ft high chainlink fence | 31,000.00 |
| Material and Labor $ 1,533,141.00 | 1,533,141.00 |

*excludes 1- 17' x 12' double swing gate and roof structure at generator pad

*excludes core drilling, add $150/ hole as needed, planning to set posts before concrete

OR noble to provide blockouts where required/coordinate with concrete sub

*excludes pet doors at K9 area, quoting standard slats (not sure of flame resistance)

Tax Exempt? Yes x No ____ Offer expires in 5 days. Terms _____

We hereby propose to furnish labor and materials - complete in accordance with the above specifications, for the sum of:

dollars ( $ )

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Our workers are fully covered by Workman's Compensation Insurance.

Please sign proposal and return upon acceptance.

Accepted By _____ Authorized Signature Roy Garrison III

**Limon Masonry LLC**
PO Box 1717
Pharr, TX

leal@limonmasonry.com
(956) 844-6146

aj@limonmasonry.com
(956) 935-1677

# PROPOSAL

Attn: DATE: 8/5/2026
Project: COB Public Safety Security Fence-w/Engineering 1'-4" x 5'-0"
Location: Brownsville, Texas

We are pleased to quote the following labor and materials necessary in order to perform the project captioned above.

**8" Split Face CMU 8-Feet Tall**

CONFIRMED
INTEGRAL COLOR
- SMOOTH FACE

**2" CMU Caps**

**Hot Dipped Masonry Accessories**

**Protection and Cleaning**

**Labor**

**Cleanup Work Protection**

**Safety**

- CONFIRMED EXPANSION
JOINT SPACING

**Scaffolding**

**Equipment**

**Debris Haul-Off**

**Grout and Mortar**

**Rebar @24" O.C. Vertically, Top Bond Beam 16"**

**1'-4" x 5'-0" Concrete Footing w/Rebar**

**Structural Engineered Stamped Detail**

| | |
|---|---|
| **Total Masonry Proposal w/Engineering:** | **$414,839.00** |
| **Total Concrete Footing Proposal w/Engineering:** | **$284,900.00** |
| **Budegt Proposal Grand Total:** | **$699,739.00** |

*This Proposal is only valid for the 30 days from the above referenced date

Exclusions: All flashing materials, all flashing labor, damp proofing labor and materials, welding ties to steel columns, insulation, suspended ceiling and Taxes unless otherwise noted. General contractor is responsible to supply 220 electricity and water at jobsite. Any scope other than that specifically mentioned in this proposal is also excluded.

**VE Item #5**

## City of Brownsville Public Safety
### Project No.

VE #

5 Remove Trellis Canopy at Main Entrance, Marquees & Bent Canopy

| Item Code | Title | Estimated Quantity | Unit | Unit Price | Total | Notes |
|---|---|---|---|---|---|---|
| | | | | | | |
| | | | | | | |
| Add | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| Deduct | | | | | 0.00 | |
| | Trellis - Concrete Footing & Drilled Piers (11 EA) (Sheet 2.12) | (1.00) | ls | 193,555.00 | (193,555.00) | Golden |
| | Remove (Trellis Canopy , Both Marquee , and "U" Bent Canopy) | (1.00) | ls | 293,395.00 | (293,395.00) | Avadek |
| | Trellis - Structural Steel | (1.00) | ls | 73,964.00 | (73,964.00) | J&N |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | Subtotal Cost of Work | | | Deduct | (560,914.00) | |

**VE Item #5**

- 12" WIDE X 10'-12' LONG METAL PLANK CEILING SYSTEM EQUAL TO ACOUSTICAL 'TRUSSBILT BARRIERDEK'
- 2'x2' PERFORATED METAL PAN CEILING EQUAL TO 'TRUSSBILT SECUREDEK'
- PRE-FINISHED MTL. PANELS
- GYP. BOARD, T.F.T.P. AS SPEC'D.
- ACOUSTIC CEILING BLADE SYSTEM AS SPEC'D.
- 2'x2' LABORATORY VINYL SUSPENDED ACOUSTIC CEILING TILES AS SPEC'D.
- 2'x2' SUSPENDED ACOUSTIC CEILING TILES AS SPEC'D. - NRC 0.85
- EXPOSED STRUCTURE [TO BE PAINTED WHERE EXPOSED TO VIEW - U.N.O.]
- ALUMINUM SLAT SOFFIT
- 2'x2' HIGH N.R.C. (0.95) SUSPENDED ACOUSTIC CEILING TILES AS SPEC'D.
- 1x STAINED WOOD SLATS AS SPEC'D.

GENERAL NOTES - R.C.P.:

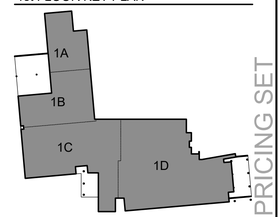
1. ALL EXPOSED STRUCTURE EXPOSED TO VIEW SHALL BE PAINTED
2. CEILING HEIGHTS INDICATED ARE FROM FINISH FLOOR TO FINISH CEILING
3. CEILING TILES/GRID TO BE CENTERED IN THE ROOM U.N.O.
4. LIGHT FIXTURES, SPEAKERS, SMOKE DETECTORS, ETC. SHALL BE CENTERED IN CEILING TILE U.N.O.
5. ALL EXTERIOR WINDOWS TO RECEIVE ROLLER SHADES AS SPEC'D. U.N.O.
6. DETENTION NOTES:
   - 6.1. ALL FASTENERS IN DETENTION SETTING TO BE VANDAL RESISTANT 'TORX HEAD' OR SIMILAR. ALL JOINT SEALANTS TO BE SECURITY GRADE @ AT PERIMETER OF ALL DOOR/WINDOW FRAMES, PERIMETER OF CEILING @ WALL LINE, @ PERIMETER OF ALL PLUMBING FIXTURES, FLOOR DRAIN PERIMETERS, HVAC DEVICES, BASE OF WALL, & ALL LIGHT FIXTURES
   - 6.2. ALL PAINTED SURFACES IN THE DETENTION AREA TO BE EXPOXY PAINT SYSTEM.




1 OVERALL FIRST FLOOR RCP
Scale: 1/16" = 1'-0"

NORTH

1st FLOOR KEY PLAN




megamorphosis
324 W VAN BUREN
HARLINGEN
TX 78550
956.428.1779

REGISTERED ARCHITECT
JESSE ALAN MILLER
26888
STATE OF TEXAS

5/15/2026

# CITY OF BROWNSVILLE PUBLIC SAFETY COMPLEX

BID PKG. 2

F.M. 511
BROWNSVILLE, TX 78520

REVISIONS

| NUMBER | DATE |
|---|---|

ARCH PROJ. #
2501

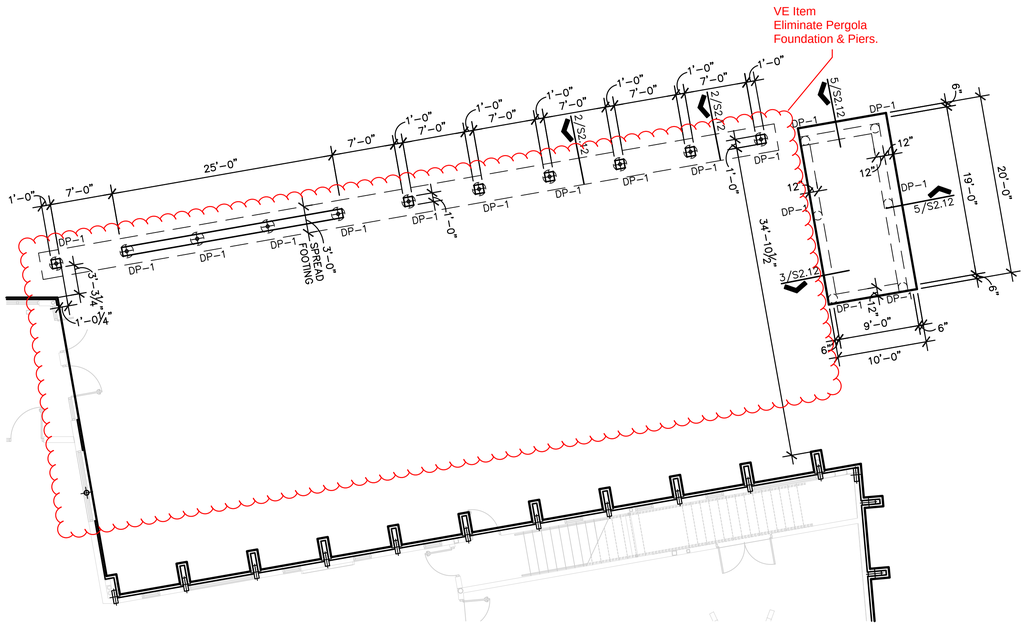
DATE
MARCH 15, 2026

SHEET TITLE AND NO.
OVERALL 1ST FLOOR REFLECTED CEILING PLAN

A-7.1

PRICING SET

**VE Item #5**




| BASEPLATE SCHEDULE | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| COLUMN | PLATE TxWxL | A | B | C | D | E | F | G | F |
| 4" DIA PIPE | 3/4x9x9 | 9" | 9" | 1 1/2" | 6" | 1 1/2" | 6" | N/A | 3/4" |

# 1 PERGOLA & OVERLOOK FOUNDATION PLAN

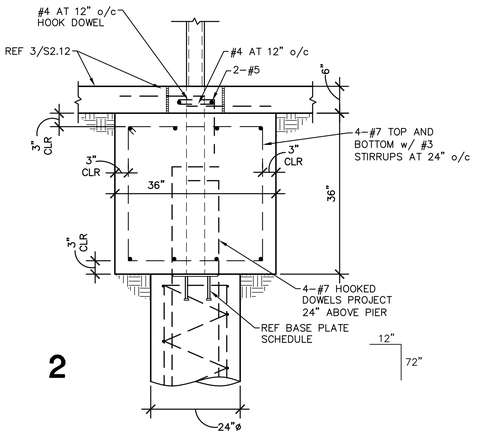
1/8" = 1'-0"

N

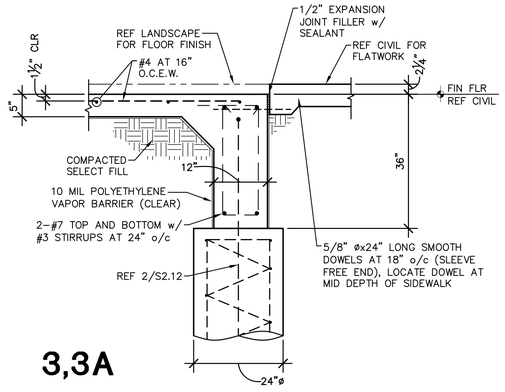
PLAN NORTH

NOTES:

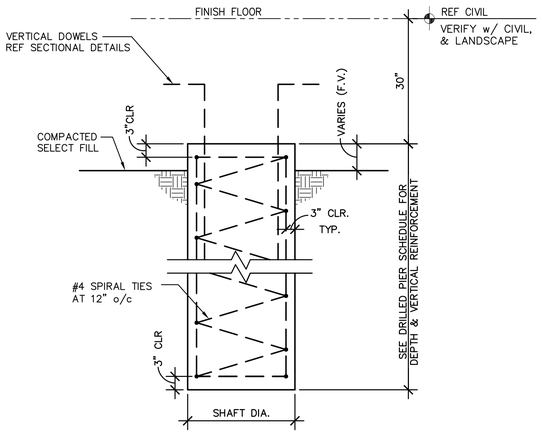
1. REFERENCE ARCHITECTURAL AND CIVIL FOR LOCATION AND ORIENTATION.
2. REFERENCE 4/S2.12 FOR DRILLED PIER DP-1 PROFILE.




2



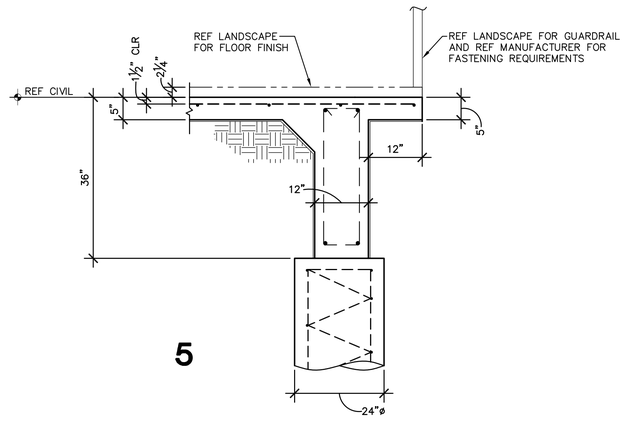

3,3A




# 4 DRILLED PIER SCHEDULE AND PROFILE

3/4" = 1'-0"

| DRILLED PIER SCHEDULE | | | |
|---|---|---|---|
| MARK | SHAFT DIA. (FEET) | VERTICAL REINFORCING | BEARING DEPTH BELOW MEAN SEA LEVEL (FEET MSL) |
| DP-1 | 2'-0" | 8-#7 | 40'-0" |




5

megamorphosis
324 W VAN BUREN
HARLINGEN
TX 78550
956.428.1779

STATE OF TEXAS
HERIBERTO CANIZOS
103450
REGISTERED
PROFESSIONAL ENGINEER
5/15/26

CITY OF BROWNSVILLE PUBLIC SAFETY COMPLEX

BID PKG. 2

F M . 5 1 1
BROWNSVILLE, TX 78520

REVISIONS

NUMBER DATE

STRUCT PROJ. #

877-163

DATE

MAY 15, 2026

SHEET TITLE AND NO.

PERGOLA & OVERLOOK FOUNDATION PLAN

S2.12

PRICING SET

GREEN, RUBIANO & ASSOCIATES
CONSULTING STRUCTURAL ENGINEERS
1220 WEST HARRISON
HARLINGEN, TEXAS 78551
(956)428-4461 WEB:WWW.GREENGINEERING.COM
FIRM REGISTRATION # F-4145

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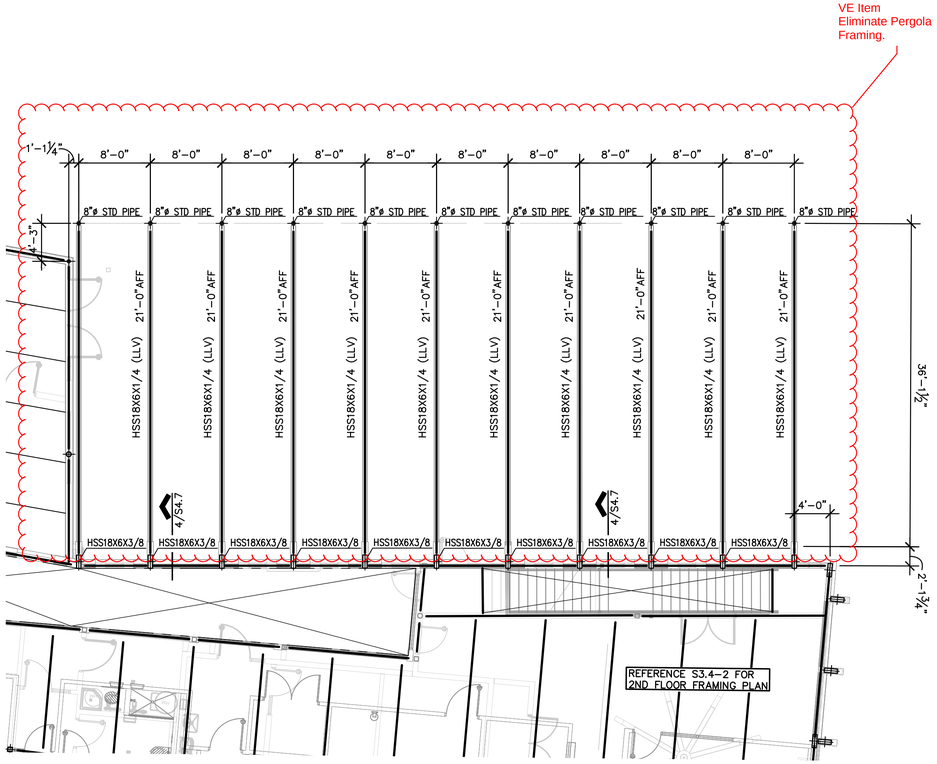
VE Item #5

VE Item
Eliminate Pergola
Framing.



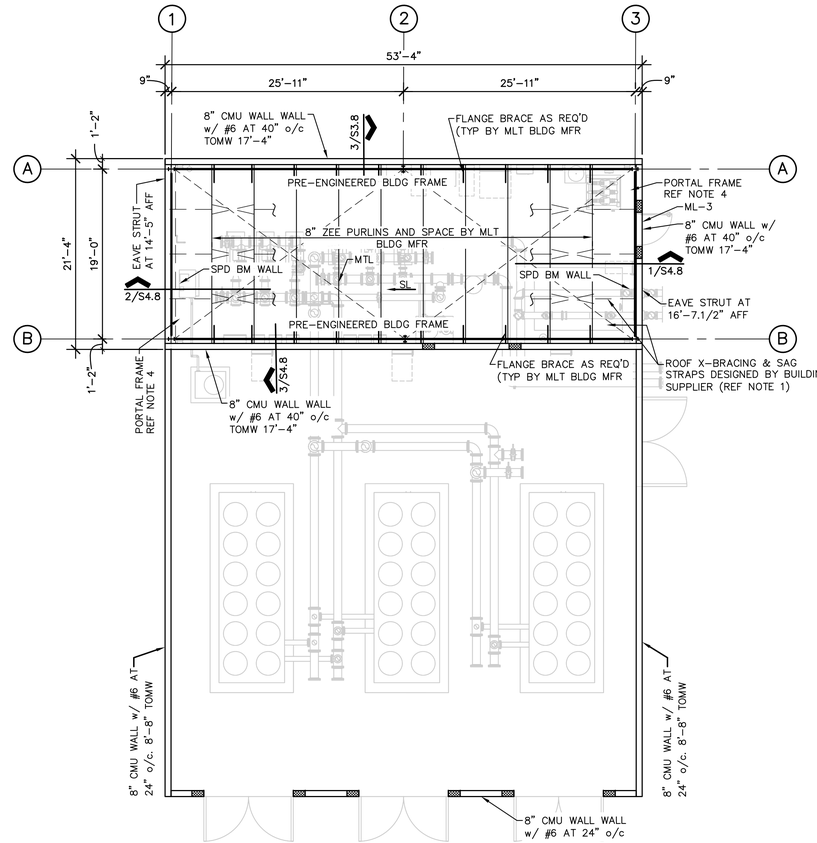

## 1 PERGOLA FRAMING PLAN

1/8" = 1'-0"

N
PLAN NORTH

NOTES:

1.




## 2 CHILLER YARD ROOF FRAMING PLAN

1/8" = 1'-0"

MECHANICAL YARD

N
PLAN NORTH

NOTES:

1. SCHEMATIC ROOF FRAMING PLAN DEPICTS PRE-ENGINEERED METAL BUILDING COMPONENTS AND INDICATES THE STRUCTURAL ENGINEER'S INTENT PERTAINING TO THE ESTABLISHMENT OF THE STRUCTURAL INTEGRITY OF THE BUILDING.
2. PRE-ENGINEERED METAL BUILDING SUPPLIERS MAY UTILIZESTANDARD MEMBERS AND SPACING OF THE ROOF SYSTEM COMPONENTS TO MEET OR EXCEED THE SPECIFIED DESIGN REQUIREMENTS.
3. PRE-ENGINEERED METAL BUILDING SUPPLIER SHALL SUBMIT SHOP/ERECTION DRAWINGS AND BUILDING DESIGN CALCULATIONS TO THE ENGINEER FOR REVIEW PRIOR TO FABRICATION.
4. ADDITIONAL ROOF PURLINS AND WALL GIRTS SHALL BE PROVIDED AS REQUIRED FOR SUPPORT OF METAL ROOF TO SATISFY PROJECT DESIGN WIND PRESSURES.
5. METAL BUILDING DESIGNER TO COORDINATE PORTAL FRAME BEAM AND COLUMN DIMENSIONS WITH ARCHITECTURAL WRAPS AND SIZE TO FIT (12" MAX COLUMN DEPTH).
6. ▨ INDICATES 8" CMU w/ 1-#6 VERTICAL BARS AT 8" o/c
7. ALL STRUCTURAL STEEL FRAMING MEMBERS INCLUDING FRAMES, PURLINS, GIRTS, SECONDARY COMPONENTS, FASTENERS AND ASSOCIATED ACCESSORIES SHALL BE HOT-DIPPED GALVANIZED.

| MASONRY LINTEL SCHEDULE | | | |
|---|---|---|---|
| MARK | WALL THICKNESS | NO. OF COURSES | RIENFORCMENT PER COURSE |
| ML-2 | 8" | 2 COURSES | 2-#5 |
| ML-3 | 8" | 3 COURSES | 2-#5 |
| ML-4 | 8" | 4 COURSES | 2-#5 |


GREEN, RUBIANO & ASSOCIATES
CONSULTING STRUCTURAL ENGINEERS
1220 WEST HARRISON
HARLINGEN, TEXAS 78551
(956)428-4461 WEB:WWW.GRAENGINEERING.COM
FIRM REGISTRATION # F-4145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megamorphosis
324 W VAN BUREN
HARLINGEN
TX 78550
956.428.1779


STATE OF TEXAS
HERIBERTO CANIZOS
103450
REGISTERED
PROFESSIONAL ENGINEER
5/15/26

CITY OF BROWNSVILLE PUBLIC SAFETY COMPLEX

BID PKG. 2

F M 511
BROWNSVILLE, TX 78520

REVISIONS

| NUMBER | DATE |
|---|---|

STRUCT PROJ. #
877-163

DATE
MAY 15, 2026

SHEET TITLE AND NO.

PERGOLA AND MECHANICAL FRAMING PLAN

S3.8

PRICING SET

| DESCRIPTION | QTY | RATE | AMOUNT |
|---|---|---|---|

**VE Item #5**

(Sheet S2.12 - Pergola & Overlook Foundation) 193,555.00
Piers Scope:
Pier Pergola 24"x40' | 28.0 EA
Pier cap Pergola 36"x36" | 22.0 EA
Ftg 36"x12" pergola | 25.0 FT

Included:
-Labor
-Material
-Equipment

Exclusions: Permits/fees/bonds, testing dewatering, lime stabilization, masonry dowel caps, barricades, safety cables, grouting, waterproofing, demolition work, survey, and layout building corners.

# SCOPE OF WORK

AVAdek

**VE Item #5**

**Bid Date:** 06/18/2026

**Job Name:** City of Brownsville - Public Safety Complex - Bid Package 2

PROVIDE AND INSTALL EXTRUDED ALUMINUM CANOPIES AS NOTED:

| | |
|---|---|
| Base Bid----------> | $293,395 |
| (1) 13'-0" X 65'-0" "U" Bent<br>(1) 4'-4" X 142'-5" Marquee<br>(1) 6-0" X 12'-5" Marquee<br>(1) 37'-9" X 82'-6" Trellis canopy (per A-6.1). Structure by others. | |
| Sunshades----------> | $91,190 |
| (1) 4'-0" X 28'-0" Airfoil Sunshade<br>(1) 4'-0" X 116'-0" Airfoil Sunshade<br>(1) 4'-0" X 33'-0" Airfoil Sunshade<br>(1) 4'-0" X 40'-0" Airfoil Sunshade | |
| Alt. 5 Canopy----------> | $32,795 |
| (1) 13-0" X 19'-10" Freestanding | |
| ***All other canopies not listed on this proposal are excluded no exceptions*** | TOTAL |

**Components:** TWO COAT PAINTED FINISH.
3 1/2" DECKING 4 1/2" DECKING, 6" FASCIA, 12" EXTRUDED FASCIA, 6" X 6" BEAMS, 6" X 8" BEAMS, 6" X 10" BEAMS, 6" X 6" COLUMNS, 6" X 10" COLUMNS, 2" X 6" TUBES, 3" X 6" TUBES, 6" AIRFOILS

**Included:** ENGINEER SEALED SHOP DRAWINGS, TWO COAT PAINTED FINISH, HARDWARE, INSTALLATION, FREIGHT (ONE TIME DELIVERY TO JOBSITE), SURFACE MOUNTED FLASHING.

**Excluded:** STEEL SUPPORT PLATES FLUSH WITH EXTERIOR FACE OF THE WALL AT ALL CANOPY ATTACHMENT LOCATIONS., BUILDING PERMIT, DEMO, ELECTRICAL & LIGHTING, SALES TAX, SAW CUT REGLET, SIGNAGE, THRU WALL FLASHING, CONCRETE FOOTINGS, CONNECTION TO STORM SEWER.

**Notes:** AVADEK CAN DESIGN THE CONCRETE FOOTINGS DURING THE SHOP DRAWING PHASE FOR A FEE OF $500.00. AVADEK IS NOT THE SPECIFIED MANUFACTURER. AVADEK IS BIDDING AS AN EQUIVALENT TO THE SPECIFIED PRODUCT. CANOPIES WILL REQUIRE STEEL ATTACHMENT PLATES FLUSH WITH THE EXTERIOR FACE OF THE WALL. PLEASE BE AWARE OF POSSIBLE SCOPE GAP. THIS BID DOES NOT INCLUDE THIS ITEM WHICH IS A STRUCTURAL REQUIREMENT FOR THE CANOPIES. ONE MOBILIZATION INCLUDED. ADD $2500 FOR EACH ADDITIONAL MOBILIZATION. PAINTED PRICING IS BASED ON STANDARD TWO COAT KYNAR FINISH. SOME EXOTIC COLORS MAY REQUIRE ADDITIONAL COATS THAY MAY REQUIRE ADDITIONAL PRICING. FINISH WARRANTY ON TWO COAT KYNAR FINISH IS 10 YEARS. THE CANOPY COLUMNS MUST BE EMBEDED INTO THE CONCRETE FOOTINGS. AVADEK WILL PROVIDE A FOAM INSERT THAT WILL NEED TO BE SET INTO THE FOOTINGS.

**VE Item #5**

**Armando Salazar**

---

**From:** Javier Cardenas <jnwelding@yahoo.com>
**Sent:** Monday, July 20, 2026 9:30 AM
**To:** Ramon Dones
**Cc:** jluis_1112; Armando Salazar
**Subject:** Re: COB Public Safety Complex - VE Item Eliminate Pergola & Framing

Deduct pergola framing $73,964.00

On Jul 17, 2026, at 1:14 PM, Ramon Dones <ramon.dones@nobletx.com> wrote:

**City of Brownsville Public Safety**

**Project No.**

**VE Item #6**

**VE #**

**6** **Alternate Electrical & Lighting Package**

| Item Code | Title | Estimated Quantity | Unit | Unit Price | Total | Notes |
|---|---|---|---|---|---|---|
| | | | | | | |
| | | | | | | |
| Add | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| Deduct | | | | | 0.00 | |
| | MC Cable in Stud Walls | (1.00) | ls | 19,062.00 | (19,062.00) | |
| | Solid in Lieu of Stranded Wire #10 and smaller | (1.00) | ls | 6,908.00 | (6,908.00) | |
| SHOULD | Aluminum in lieu of Copper for all feedeers over 4/0 | 0.00 | ls | 148,700.00 | 0.00 | |
| | alt. light fixture package | 0.00 | ls | 203,011.00 | 0.00 | |
| | Change Harmonic Transformers to Standard Transformers | 0.00 | ls | 42,500.00 | 0.00 | |
| | Remove Spare Lighting Fixtures and Devices | 0.00 | ls | 42,542.00 | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | Subtotal Cost of Work | | | Deduct | (25,970.00) | |
| | | | | | | |

| Item # | COB Cost Savigns - Base Bid | | |
|---|---|---|---|
| 1 | MC Cable in Walls | $ | (19,062.00) |
| 2 | Solid in lieu of Stranded #10 and Smaller | $ | (6,908.00) |
| 3 | Aluminum in lieu of Copper Feeders | $ | (148,700.00) |
| 4 | Misc Cost Savings | $ | (203,011.00) |
| 5 | Change Harmonic Transformers to Standard Transformers | $ | (42,500.00) |
| 6 | Remove Spare Lighting Fixtures and Devices | $ | (42,542.00) |
| | | | |
| 7 | Deduct 7 XX Bollards E3.4/1 | $ | (6,270.00) |
| 8 | Deduct 3 XX2 Bollards E3.4/4 | $ | (6,071.00) |
| 9 | Deduct 12 XX Bollards E3.5/2 | $ | (10,751.00) |
| 10 | Deduct 4 XX2 Bollards E3.5/1 | $ | (8,094.00) |
| 11 | Remove Outer Sollyport Bay | $ | (2,393.00) |
| 12 | Remove Inner Sallyport Bay (Note *1) | $ | (8,584.00) |
| 13 | Reduce Site Lighting | $ | (18,520.00) |
| 14 | Pergola Lighting (Remove 10 FF Fixtures) | $ | (800.00) |
| 15 | Breakout from Cost Savings Item #4 - Changes to Cable Tray | $ | 41,168.00 |
| | Total Cost Savings (Base Bid) | $ | (483,038.00) |

| | COB Cost Savings - Alt #6 | | |
|---|---|---|---|
| Alt 6.1 | Alt Lithium Battery | $ | (74,078.00) |

Notes

*1 Cannot be accepted without accepting Item #11

# VE Item #6

| Fixture Type | CATALOG NUMBER | | | Delivered Lumens | | | Wattage | | | Voltage | | | Color Temperature | | | CRI | | | Lumen Maint. | | | Fixture Hours | | | Dimming Type | | | Mounting | | | Construction/Finish | | | Battery Type | | | Battery Duration | | | Battery Wattage/Lumens | | | WARRANTY | | | Dimension Difference | | | Comments | | | Fixture Type | MARTYAGE Deviation % | LUMEN Deviation % |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Specified | Substitution1 | Substitution2 | Specified | Substitution1 | Substitution2 | Specified | Substitution1 | Substitution2 | Specified | Substitution1 | Substitution2 | Specified | Substitution1 | Substitution2 | Specified | Substitution1 | Substitution2 | Specified | Substitution1 | Substitution2 | Specified | Substitution1 | Substitution2 | Specified | Substitution1 | Substitution2 | Specified | Substitution1 | Substitution2 | Specified | Substitution1 | Substitution2 | Specified | Substitution1 | Substitution2 | Specified | Substitution1 | Substitution2 | Specified | Substitution1 | Substitution2 | Specified | Substitution1 | Substitution2 | Substitution1 | Substitution2 | | | |
| A1 | 28172 33L ADP G21 LPBHE | CPX 2X2 ALO7 SWW7 940 (SET 120V 3500K) | | 3,391 | 3486 | | 26.1 | 34.9 | | MVOLT | MVOLT | | 4000K | 4000K | | 80CRI | 80CRI | | 70% L92 lumen maintenance at 60,000 hours (L96=65,000) | | | 60,000 hours | 60,000 hours | | 0-10V Dims to 5% | 0-10V dimming driver | | Lay-in Grid | Lay-in Grid | | Proprietary paint blend and die-formed | Metal frame/White paint | | 7W & 10W | 7W & 10W | | 90 minutes | 7W = 12-minutes 10W = 90 minutes | | 7W=700 lumens @120 lumens/watt 10W=1200 lumens @120 lumens/watt | 7W = 840 @120 lumens/watt 10W = 1200 @120 lumens/watt | | 5-year limited warranty | 5-year limited warranty | | 23-3/4" | 23.8" | | | | | - | 32 | 3 |
| A2 | 28172 40L ADP G21 LPBHE | CPX 2X2 ALO7 SWW7 940 (SET MED 3500K) | | 4,144 | 3486 | | 31 | 34.9 | | MVOLT | MVOLT | | 4000K | 4000K | | 80CRI | 80CRI | | 70% L92 lumen maintenance at 60,000 hours (L96=65,000) | | | 60,000 hours | 60,000 hours | | 0-10V Dims to 5% | 0-10V dimming driver | | Lay-in Grid | Lay-in Grid | | Proprietary paint blend and die-formed | Metal frame/White paint | | 7W & 10W | 7W & 10W | | 90 minutes | 7W = 12-minutes 10W = 90 minutes | | 7W=700 lumens @120 lumens/watt 10W=1200 lumens @120 lumens/watt | 7W = 840 @120 lumens/watt 10W = 1200 @120 lumens/watt | | 5-year limited warranty | 5-year limited warranty | | 23-3/4" | 23.8" | | | | | 13 | 66 | |
| A3 | 28172 48L ADP G21 LPBHE | CPX 2X2 ALO7 SWW7 940 (SET HIGH 3500K) | | 5,159 | 3486 | | 42.9 | 34.9 | | MVOLT | MVOLT | | 4000K | 4000K | | 80CRI | 80CRI | | 70% L92 lumen maintenance at 60,000 hours (L96=65,000) | | | 60,000 hours | 60,000 hours | | 0-10V Dims to 5% | 0-10V dimming driver | | Lay-in Grid | Lay-in Grid | | Proprietary paint blend and die-formed | Metal frame/White paint | | 7W & 10W | 7W & 10W | | 90 minutes | 7W = 12-minutes 10W = 90 minutes | | 7W=700 lumens @120 lumens/watt 10W=1200 lumens @120 lumens/watt | 7W = 840 @120 lumens/watt 10W = 1200 @120 lumens/watt | | 5-year limited warranty | 5-year limited warranty | | 23-3/4" | 23.8" | | | | | 19 | 32 | |
| D2 | LDN4SQ 35/10 U4 AR TRW L01 MVOLT GZ10 | LBR4 35K 10UW AR TRW L01 MVOLT GZ10 | | 863 | 1297 | | 10.6 | 13 | | MVOLT | MVOLT | | 3500K | 3500K | | 80CRI | 80CRI | | 70% lumen maintenance at 60,000 hours, (L70/50,000 hours) | L80 at 60,000 hours | | 60,000 hours | 60,000 hours | | 0-10V dimming | 0-10V dimming | | recessed | recessed | | Durable square metal reflectors retained by torsion springs. White painted flange, semi-specular trim | | | 10W | 10W | | 90 minutes | 90 minutes | | 1150 lumens @ 120 lumens/watt | 1300 lumens @ 120 lumens/watt | | 5-year limited warranty | 5-year limited warranty | | Aperture: 4-5/16" (11) Ceiling Opening: 5-1/8" (13) Overlap Trim: 5-7/16" (14.4) | Aperture: 4-1/4" Ceiling Opening: 4-1/2" Overlap Trim: 5-7/16" | | | | | 23 | 50 | |
| D3 | LDN6SQ 35/10 U6 AR L01 MVOLT 90CRI GZ1 | LBR6 35K 50UW AR TRW L01 MVOLT GZ1 | | 4,694 | 5119 | | 57.7 | 49 | | MVOLT | MVOLT | | 3500K | 3500K | | 80CRI | 80CRI | | 70% lumen maintenance at 60,000 hours, (L70/60,000 hours) | L80 at 60,000 hours | | 60,000 hours | 60,000 hours | | 0-10V dimming | 0-10V dimming | | recessed | recessed | | Durable square metal reflectors retained by torsion springs. White painted flange, semi-specular trim | | | 10W | 10W | | 90 minutes | 90 minutes | | 4700 lumens @ 120 lumens/watt | 4200 lumens @ 120 lumens/watt | | 5-year limited warranty | 5-year limited warranty | | Aperture: 6-1/4" (11.3) Ceiling Opening: 5-1/8" (18.1) Overlap Trim: 7-1/2" (19.1) | Aperture: 5-3/16" Ceiling Opening: 5-3/4" Overlap Trim: 7-1/8" | | | | | 15 | 9 | |
| P1 | ORX-2-VCA-6AL-7-40KB-HV-AVA-BRZ-FSP221-4D | EAX1 ALO SWW3 SO XVOLT SRA PER PRH DOB (SET P4 40K) | | 13632 | 12,550 | | 137 | 210 | | 347/480 | 277/480 | | 4000k | 4000k | | 80CRI | 70CRI | | 82.1% @ 100,000 hours | 70% @ 100,000 hours | | 100,000 | 100,000 | | 0-10V dimming | 0-10V dimming | | Architectural Arm Mount | Square/Round pole mount | | • Die Cast Aluminum • Internal cooling fins • Corrosion resistant external hardware • One-piece silicone gasket ensures IP66 seal for electronics compartment • IK10 rated electrostatic powder coat. | Die-cast aluminum housing with heat-dissipating fins | | | | | Five-year limited warranty for drivers and LEDs | 5-year limited warranty | | Width = 18" Height = 3.5" | Length=26.6" Width=11.8" Height=2.8" | | | | | 10 | 6 | |
| P2 | ORX-2-VCS-6AL-7-40KB-HV-AVA-BRZ-FSP221-4D | EAX1 ALO SWW3 SO XVOLT SRA PER PRH DOB (SET P4 40K) | | 13632 | 12,550 | | 137 | 210 | | 347/480 | 277/480 | | 4000k | 4000k | | 80CRI | 70CRI | | 82.1% @ 100,000 hours | 70% @ 100,000 hours | | 100,000 | 100,000 | | 0-10V dimming | 0-10V dimming | | Architectural Arm Mount | Square/Round pole mount | | • Die Cast Aluminum • Internal cooling fins • Corrosion resistant external hardware • One-piece silicone gasket ensures IP66 seal for electronics compartment • IK10 rated electrostatic powder coat. | Die-cast aluminum housing with heat-dissipating fins | | | | | Five-year limited warranty for drivers and LEDs | 5-year limited warranty | | Width = 18" Height = 3.5" | Length=26.6" Width=11.8" Height=2.8" | | | | | 10 | 6 | |
| W1 | NV-W-TR-16L-5-40KB-UNV-WM-KK | WPX1 L01 P3 40K MVOLT DDBXD | | 2,769 | 2,312 | | 21 | 24 | | 120/277 | MVOLT | | 4000k | 4000k | | 80CRI | 70CRI | | 79.1% @ 100,000 hours | L90/100,000 hours | | 100,000 | 100,000 | | 0-10V dimming | | | wall mount | wall mount | | • Die Cast Aluminum • Internal cooling fins • Corrosion resistant external hardware • 3.5 mils electrostatic powder coat. | die-cast aluminum main body with internal thermal management | | | | | Five-year limited warranty for drivers and LEDs. | 5-year limited warranty | | Width =12" Length = 9.88" Depth = 3.27" | Height=8.3" Width=11.1" Depth=2.2" | | | | | 14 | 5 | |
| X1 | EDG 1 R 01 M7 | EXRG 01 M6 | | 2.5 | 1 | | 2.5 | 1 | | MVOLT | MVOLT | | | | | | | | | | | | | | | | | Surface | Surface | | Extruded brushed aluminum finish. | Injection-molded, flame-retardant, high-impact, thermoplastic housing with snap-fit design | | | | | 90 minutes | 90 minutes | | | | | 5-year limited warranty (Battery is prorated) | 2-year limited warranty. | | Length: 13 (13.0) Depth: 1-1/4 (1.4) Height: 1 (1.0) | Length 11.63 Depth 1.63 Height 7.2 | | | | | 60 | #DIV/0! | |
| X2 | EDG 2 RWR 01 M6 | EXRG 01 M6 | | 4.5 | 1 | | 4.5 | 1 | | MVOLT | MVOLT | | | | | | | | | | | | | | | | | regressed | Surface | | Extruded brushed aluminum finish. | Injection-molded, flame-retardant, high-impact, thermoplastic housing with snap-fit design | | | | | 90 minutes | 90 minutes | | | | | 5-year limited warranty (Battery is prorated) | 2-year limited warranty. | | Length: 13 (13.0) Depth: 1-3/4 (4.4) Height: 4 (10.3) | Length 11.63 Depth 1.63 Height 7.2 | | | | | 78 | #DIV/0! | |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | #DIV/0! | #DIV/0! |

VE Item #6

SPECTRUM LIGHTING

July 16, 2026

# City of Brownsville
# Public Safety Facility

**SUBMITTAL PACKAGE:**

Exterior and Interior Lighting

**SUBMITTAL NO:**

25-52496-11


**PREPARED BY:**

Chance Chumbley

cchumbley@spectrumsa.com

spectrumsa.com | 210-822-6140 | 1718 Dry Creek Way, Suite 101 San Antonio, TX 78259

| Type | Qty | Manufacturer | Catalog Number | Notes |
|---|---|---|---|---|
| A1 | 63 | Acuity Brands Lighting | CPX 2X2 ALO7 SWW7 M4 | SET LOW 35K |
| A1E | 25 | Acuity Brands Lighting | CPX 2X2 ALO7 SWW7 IE10WCP | SET LOW 35K |
| A2 | 108 | Acuity Brands Lighting | CPX 2X2 ALO7 SWW7 M4 | SET MED 35K |
| A2E | 86 | Acuity Brands Lighting | CPX 2X2 ALO7 SWW7 IE10WCP | SET MED 35K |
| A3 | 30 | Acuity Brands Lighting | CPX 2X2 ALO7 SWW7 M4 | SET HIGH 35K |
| A3E | 39 | Acuity Brands Lighting | CPX 2X2 ALO7 SWW7 IE10WCP | SET HIGH 35K |
| D2 | 106 | Acuity Brands Lighting | LBR4 10LM 35K AR TRW LSS MWD MVOLT UGZ | |
| DD | 7 | Acuity Brands Lighting | LBR6 50LM 35K AR TRW LSS MWD MVOLT UGZ | |
| P1 | 37 | Acuity Brands Lighting | EAX1 ALO SWW2 SO XVOLT SRA PER PIRH DDB | SET P4 40K |
| P2 | 57 | Acuity Brands Lighting | EAX1 ALO SWW2 SO XVOLT SRA PER PIRH DDB | SET P4 40K |
| X1 | 101 | Acuity Brands Lighting | EXRG EL M6 | |
| X2 | 42 | Acuity Brands Lighting | EXRG EL M6 | |

| | | | |
|---|---|---|---|
| SPECTRUM LIGHTING<br>1718 Dry Creek Way Suite101, San Antonio, TX 78259 | Project 25-52496-11<br>City of Brownsville Public Safety Facility<br><br>Submitted By<br>SPECTRUM LTG SAN ANTONIO LLC | Catalog Number: CPX 2X2 ALO7 SWW7 M4<br><br>Note: SET LOW 35K | Type<br>A1 |

**VE Item #6**

CONTRACTOR SELECT™

LITHONIA LIGHTING®

Contractor Select™

# CPX™

## LED Panel



CPX™ from Lithonia lighting is the perfect choice for a quality LED panel at an affordable price. The smooth, even lens projects a crisp and clean aesthetic. CPX is the perfect choice for budget-conscious school, commercial office, or small retail footprint projects.

### FEATURES:

- Industry standard wattages
- Long-life LEDs maintain greater than 70% of their lumen output at 50,000 hours
- 0-10V dimming driver, dims to 10%
- Switchable fixtures ship standard on the highest lumen output and 4000K switch setting.

### WEIGHT:

**2x2**
Unit: 6.39lbs
Unit Carton: 7.72lbs
Master Carton: 30.42lbs

**2x4**
Unit: 11.02lbs
Unit Carton: 13.89lbs
Master Carton: 27.78lbs

DLC LISTED · NSF · NOM · SWITCHABLE WHITE 3500K 4000K 5000K · ISO Class 5-9 · Switchable Lumens · IC RATED · IP RATED · LED

| Catalog Number | UPC | Description | Lumens | Input Watts | CCT | CRI | Voltage | Pallet qty. Pallet size: 50"x53" |
|---|---|---|---|---|---|---|---|---|
| CPX 2X2 3200LM 40K M4 | 191848338650 | 2x2 LED Panel | 3659 | 31.5 | 4000K | 80 | 120-277V | 40 |
| CPX 2x4 4000LM 40K M2 | 191848338506 | 2x4 LED Panel | 4692 | 38.9 | 4000K | 80 | 120-277V | 20 |
| CPX 1X4 ALO7 SWW7 M4 | 194994568063 | 1X4 Switchable Panel | See Switchable Table | See Switchable Table | 3500K/4000K/5000K | >80 | 120-277V | 40 |
| CPX 2X2 ALO7 SWW7 M4 | 193048542806 | 2X2 Switchable Panel | See Switchable Table | See Switchable Table | 3500K/4000K/5000K | >80 | 120-277V | 80 |
| CPX 2X4 ALO8 SWW7 M2 | 193048542844 | 2X4 Switchable Panel | See Switchable Table | See Switchable Table | 3500K/4000K/5000K | >80 | 120-277V | 40 |
| CPX 2X2 ALO7HE SWW7 UVOLT M4 | 194994371854 | 2x2 Switchable Panel | See Switchable Table | See Switchable Table | 3500K/4000K/5000K | >80 | 120-347V | 80 |
| CPX 2X4 ALO8HE SWW7 UVOLT M2 | 194994371861 | 2x4 Switchable Panel | See Switchable Table | See Switchable Table | 3500K/4000K/5000K | >80 | 120-347V | 40 |

### NOTES

1. ILBLP CP10 HE SD A remote mounted only. See ILBLP CP10 HE SD B spec sheet and ELA-PSMK-PSMKSD-PSDMT-PSRME remote mounting enclosure spec sheet here.

**VE Item #6**

CS CONTRACTOR SELECT™

LITHONIA LIGHTING®

**Accessories:** *Order as separate catalog number.*

| | |
|---|---|
| ILBLP CP10 HE SD A | IOTA 10 Watt Constant Power, High Efficiency LED Emergency Driver for CA Title 20[1] |
| DGA14 | Drywall grid adapter for 1X4 recessed fixture. |
| DGA22 | Drywall grid adapter for 2x2 recessed fixture. |
| DGA24 | Drywall grid adapter for 2x4 recessed fixture. |
| 1X4SMKSH | Multi-Use Surface Mount Kit 1X4, Shallow Depth |
| 2X2SMKSH | Multi-Use Surface Mount Kit 2x2, Shallow Depth |
| 2X4SMKSH | Multi-Use Surface Mount Kit 2x4, Shallow Depth |
| 1X4SMKSHP PAF | Multi-Use Surface Mount Kit 1X4 Post-Paint |
| 2X2SMKSHP PAF | Multi-Use Surface Mount Kit 2X2 Post-Paint |
| 2X4SMKSHP PAF | Multi-Use Surface Mount Kit 2X4 Post-Paint |
| PAC 2DNF 36 | Panel Air Craft Kit, 2 cables with Y splitter, No Power Feed, 36 inches. Recommended for 1X4 or 2X2 Panel Fixtures only. |
| PAC 2DF 36 | Panel Air Craft Kit, 2 cables with Y splitter, with Power Feed, 36 inches. Recommended for 1X4 or 2X2 Panel Fixtures only.[1] |
| PAC 4DNF 36 | Panel Air Craft Kit, 4 cables, No Power Feed, 36 inches. Recommended for 2X4, 1X4 or 2X2 Panel Fixtures. |
| PAC 4DF 36 | Panel Air Craft Kit, 4 cables, with Power Feed, 36 inches. Recommended for 2X4, 1X4 or 2X2 Panel Fixtures.[1] |
| PAC 2DNF 72 | Panel Air Craft Kit, 2 cables with Y splitter, No Power Feed 72 inches. Recommended for 1X4 or 2X2 Panel Fixtures only. |
| PAC 2DF 72 | Panel Air Craft Kit, 2 cables with Y splitter, with Power Feed, 72 inches. Recommended for 1X4 or 2X2 Panel Fixtures only.[1] |
| PAC 4DNF 72 | Panel Air Craft Kit, 4 cables, No Power Feed, 72 inches. Recommended for 2X4, 1X4 or 2X2 Panel Fixtures. |
| PAC 4DF 72 | Panel Air Craft Kit, 4 cables, with Power Feed, 72 inches. Recommended for 2X4, 1X4 or 2X2 Panel Fixtures.[1] |
| RK8BDP 2P U | Disconnect Plug (BDP), 2 Pole, Package of 1 |
| RK8BDP 3P U | Disconnect Plug (BDP), 3 Pole, Package of 1 |
| RK8BDP 2P J10 | Disconnect Plug (BDP), 2 Pole, Package of 10 |
| RK8BDP 2P J40 | Disconnect Plug (BDP), 2 Pole, Package of 40 |

**Emergency Battery Delivered Lumens**

Use the formula below to determine the delivered lumens in emergency mode

**Delivered Lumens = P x LPW**

**P** = Output power of emergency driver (10W)

**LPW** = Lumen per watt rating of the luminaire can be found in Performance section on this spec sheet

**Switchable Table**

| Size(ft) | Nomenclature | Lumen Package | CCT | Lumen | Wattage | Efficacy |
|---|---|---|---|---|---|---|
| 1x4 | CPX 1X4 ALO7 SWW7 M4 | Low Lumen | 3500K | 2430 | 19.7 | 123.4 |
| | | | 4000K | 2594 | 19.7 | 131.7 |
| | | | 5000K | 2483 | 19.5 | 127.3 |
| | | Med Lumen | 3500K | 3289 | 28.4 | 115.8 |
| | | | 4000K | 3583 | 27.2 | 131.7 |
| | | | 5000K | 3369 | 28.2 | 119.5 |
| | | High Lumen | 3500K | 3914 | 35.7 | 109.6 |
| | | | 4000K | 4280 | 33.7 | 127 |
| | | | 5000K | 4009 | 35.5 | 112.9 |
| 2x2 | CPX 2X2 ALO7 SWW7 M4 | Low Lumen | 3500K | 2399 | 19.1 | 125.6 |
| | | | 4000K | 2570 | 18.5 | 138.9 |
| | | | 5000K | 2456 | 19.1 | 128.6 |
| | | Med Lumen | 3500K | 3356 | 28.7 | 116.9 |
| | | | 4000K | 3649 | 27.5 | 132.7 |
| | | | 5000K | 3427 | 28.5 | 120.2 |
| | | High Lumen | 3500K | 4131 | 37.5 | 110.2 |
| | | | 4000K | 4564 | 35.8 | 127.5 |
| | | | 5000K | 4212 | 37.3 | 112.9 |
| 2x4 | CPX 2X4 ALO8 SWW7 M2 | Low Lumen | 3500K | 3813 | 28.94 | 131.8 |
| | | | 4000K | 4033 | 28.1 | 143.5 |
| | | | 5000K | 3938 | 28.86 | 136.5 |
| | | Med Lumen | 3500K | 4677 | 36.8 | 127.1 |
| | | | 4000K | 5009 | 35.55 | 140.9 |
| | | | 5000K | 4834 | 36.65 | 131.9 |
| | | High Lumen | 3500K | 6048 | 50.56 | 119.6 |
| | | | 4000K | 6563 | 48.53 | 135.2 |
| | | | 5000K | 6241 | 50.24 | 124.2 |

**NOTES**

1. For MVOLT only, not available with 347V.



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| | | | |
|---|---|---|---|
| SPECTRUM LIGHTING<br>1718 Dry Creek Way Suite101, San Antonio, TX 78259 | Project 25-52496-11<br>City of Brownsville Public Safety Facility<br><br>Submitted By<br>SPECTRUM LTG SAN ANTONIO LLC | Catalog Number: CPX 2X2 ALO7 SWW7 M4<br><br>Note: SET LOW 35K | Type<br>A1 |

**VE Item #6**

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LITHONIA LIGHTING®

| Product Type | Size(ft) | Nomenclature | Lumen Package | CCT (K) | Lumen | Wattage | Lumen/Wattage |
|---|---|---|---|---|---|---|---|
| CPX G2 Switchable CCT and Lumen Select UVOLT Premium | 2x2 | CPX 2X2 ALO7HE SWW7 UVOLT M4 | Low Lumen | 3500K | 2258 | 15.8 | 142.9 |
| | | | | 4000K | 2323 | 15.4 | 150.8 |
| | | | | 5000K | 2278 | 15.8 | 144.2 |
| | | | Med Lumen | 3500K | 3307 | 24.1 | 137.2 |
| | | | | 4000K | 3429 | 23.2 | 147.8 |
| | | | | 5000K | 3325 | 24.0 | 138.6 |
| | | | High Lumen | 3500K | 4168 | 31.9 | 130.6 |
| | | | | 4000K | 4401 | 30.5 | 144.3 |
| | | | | 5000K | 4208 | 31.7 | 132.7 |
| | 2x4 | CPX 2X4 ALO8HE SWW7 UVOLT M2 | Low Lumen | 3500K | 3939 | 27.6 | 142.7 |
| | | | | 4000K | 4060 | 27 | 150.4 |
| | | | | 5000K | 3980 | 27.5 | 144.7 |
| | | | Med Lumen | 3500K | 4882 | 35.1 | 139.1 |
| | | | | 4000K | 5070 | 34 | 149.1 |
| | | | | 5000K | 4950 | 35 | 141.4 |
| | | | High Lumen | 3500K | 6321 | 47.2 | 133.9 |
| | | | | 4000K | 6590 | 45.5 | 144.8 |
| | | | | 5000K | 6420 | 47 | 136.6 |


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| | | | |
|---|---|---|---|
| SPECTRUM LIGHTING<br>1718 Dry Creek Way Suite 101, San Antonio, TX 78259 | Project 25-52496-11<br>City of Brownsville Public Safety Facility<br><br>Submitted By<br>SPECTRUM LTG SAN ANTONIO LLC | Catalog Number: CPX 2X2 ALO7 SWW7 M4<br><br>Note: SET LOW 35K | Type<br>A1 |

**VE Item #6**

CS CONTRACTOR SELECT™

LITHONIA LIGHTING®

## Specifications

**INTENDED USE:**

CPX is a low-glare panel featuring an external driver. This cost-effective, reliable panel is visually comfortable and can be recessed mounted. Suitable for many applications such as schools, offices, retail, convenience stores and other commercial spaces. **Certain airborne contaminants can diminish integrity of acrylic. Click here for Acrylic Environmental Compatibility table for suitable uses.** Adjustable Lumen (ALO7, ALO8) and Switchable White (SWW7) configurations available. **U.S. Patent No. 10,681,784.**

**CONSTRUCTION:**

The extruded aluminum frame with satin white lens provides excellent shielding and uniform luminance. The low-profile design of CPX provides increased installation flexibility especially in restricted plenum spaces. The backplate includes integral T-bar clips for installation into T-grid ceilings.

**ELECTRICAL:**

Long-life LEDs, coupled with a high-efficiency driver, provide superior illumination for extended service life. Greater than 70% LED lumen maintenance at 50,000 hours (L70>50,000). 0-10V dimming driver, dims to 10% and contains non-isolated dimming leads.

**LISTINGS:**

CSA certified to meet US and Canadian standards. Damp location listed. IC rated. IP5X Rated. DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified. Rated for NSF/ANSI Standard 2 – Light Fixture for Splash Zone and Non Food Zone. NOM Certified. For use in non-fire-rated installations only.

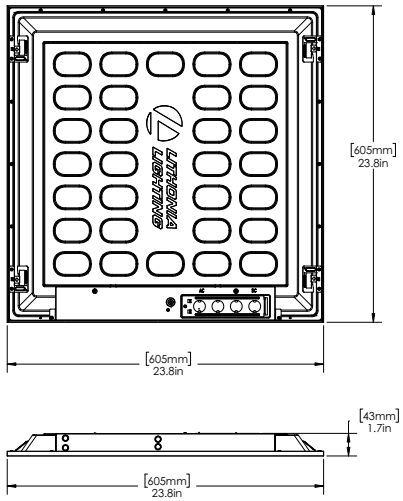
**WARRANTY:**

5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

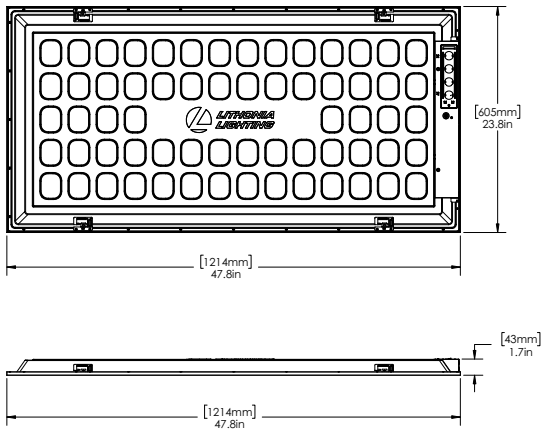
**Note**: Actual performance may differ as a result of end-user environment and application.
All values are design or typical values, measured under laboratory conditions at 25 °C.
Specifications subject to change without notice.

## Dimensions

### 2'x2'




### 2'x4'




All dimensions are inches (millimeters) unless otherwise indicated.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**VE Item #6**

LITHONIA LIGHTING®

**DIGITAL NAVIGATION**


Ordering Tree Platform Photometrics Performance Data


## FEATURES & SPECIFICATIONS

**INTENDED USE** — The CPX Series LED is a low-glare panel featuring an external driver. This cost-effective, reliable flat panel is visually comfortable and can be recessed mounted. Suitable for many applications such as schools, offices, retail, convenience stores, hospitals, healthcare facilities and other commercial spaces. Certain airborne contaminants can diminish integrity of acrylic. **Click here for Acrylic Environmental Compatibility table for suitable uses**. Adjustable Lumen (ALO7, ALO8) and Switchable White (SWW7) configurations available. **U.S. Patent No. 10,681,784.**

**CONSTRUCTION** — The extruded Metal frame with satin white lens provides excellent shielding and uniform luminance. CPX's low-profile design provides increased installation flexibility especially in restricted plenum spaces. The back plate includes integral T-bar clips for installation into T-grid ceilings.

**ELECTRICAL** — Direct-lit Panel with Long-Life LEDs, coupled with a high-efficiency driver, provide superior illumination for extended service life. Greater than 70% LED lumen maintenance at 60,000 hours (L70>60,000). 0-10V dimming driver, dims to 10% and contains non-isolated dimming leads.

**LISTINGS** — CSA certified to meet US and Canadian standards. Damp location listed. IC rated. IP5X Rated. DesignLights Consortium® (DLC) Premium qualified product and DLC qualified product. Not all versions of this product may be DLC Premium qualified or DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified. Rated for NSF/ANSI Standard 2 - Light Fixture for Splash Zone and Non Food Zone. NOM Certified. For use in non-fire-rated installations only.

**WARRANTY** — 5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

**Note:** Actual performance may differ as a result of end-user environment and application.
All values are design or typical values, measured under laboratory conditions at 25 °C.
Specifications subject to change without notice.

# CPX LED PANEL

Non-Configurable
1' x 4', 2' x 2'and 2' x 4'



Switchable Lumens

† Tested in accordance with ISO 14644-1; suitable in ISO Class 5-9 positive and negative pressure clean rooms.

## Non-Configurable FIXTURES

**ORDERING INFORMATION**

| Catalog Number | UPC | Description | Lumens | Color Temperature | CRI | Voltage | Wattage | Efficacy | Pallet Qty. |
|---|---|---|---|---|---|---|---|---|---|
| CPX 2X4 4000LM 40K M2 | 191848338506 | 2x4 LED Panel | 4692 | 4000K | 80 | 120-277 | 38.9 | 121 | 20 |
| CPX 1X4 ALO7 SWW7 M4 | 194994568063 | 1X4 Switchable Panel | See Switchable Table | 3500K/4000K/5000K | >80 | 120-277 | See Switchable Table | See Switchable Table | 40 |
| CPX 1X4 ALO7HE SWW7 UVOLT M4 ‡ | 194994625926 | 1X4 Switchable Panel | See Premium Switchable Table | 3500K/4000K/5000K | >80 | 120-347 | See Premium Switchable Table | See Premium Switchable Table | 40 |
| CPX 1X4 ALO7 SWW7 IE10WCP | 194995604456 | 1X4 Switchable Panel with Battery ‡ | See Switchable Table | 3500K/4000K/5000K | >80 | 120-277 | See Switchable Table | See Switchable Table | 26 |
| CPX 2X2 ALO7 SWW7 M4 | 193048542806 | 2X2 Switchable Panel | See Switchable Table | 3500K/4000K/5000K | >80 | 120-277 | See Switchable Table | See Switchable Table | 40 |
| CPX 2X2 ALO7HE SWW7 UVOLT M4 ‡ | 194994371854 | 2X2 Switchable Panel | See Premium Switchable Table | 3500K/4000K/5000K | >80 | 120-347 | See Premium Switchable Table | See Premium Switchable Table | 40 |
| CPX 2X2 ALO7 SWW7 IE10WCP | 194995604494 | 2X2 Switchable Panel with Battery ‡ | See Switchable Table | 3500K/4000K/5000K | >80 | 120-277 | See Switchable Table | See Switchable Table | 26 |
| CPX 2X4 ALO8 SWW7 M2 | 193048542844 | 2X4 Switchable Panel | See Switchable Table | 3500K/4000K/5000K | >80 | 120-277 | See Switchable Table | See Switchable Table | 20 |
| CPX 2X4 ALO8HE SWW7 UVOLT M2 ‡ | 194994371861 | 2X4 Switchable Panel | See Premium Switchable Table | 3500K/4000K/5000K | >80 | 120-347 | See Premium Switchable Table | See Premium Switchable Table | 20 |
| CPX 2X4 ALO8 SWW7 IE10WCP | 194995604319 | 2X4 Switchable Panel with Battery ‡ | See Switchable Table | 3500K/4000K/5000K | >80 | 120-277 | See Switchable Table | See Switchable Table | 13 |

‡ Switchable CPX fixtures with IE10WCP will default to 5000K when in emergency mode.
‡ CPX UVOLT DLC Premium

**VE Item #6**

# Non-Configurable CPX LED Flat Panel

DIGITAL NAVIGATION | Home | Ordering | Photometrics | Performance Data

## SWITCHABLE PERFORMANCE DATA

| CPX Switchable Table | | | | | | |
|---|---|---|---|---|---|---|
| **Size(ft)** | **Nomenclature** | **Lumen Package** | **CCT** | **Lumen** | **Wattage** | **Efficacy** |
| 1x4 | CPX 1x4 ALO7 SWW7 M4 | Low Lumen | 3500K | 2430 | 19.7 | 123.4 |
| | | | 4000K | 2594 | 19.7 | 131.7 |
| | | | 5000K | 2483 | 19.5 | 127.3 |
| | | Med Lumen | 3500K | 3289 | 28.4 | 115.8 |
| | | | 4000K | 3583 | 27.2 | 131.7 |
| | | | 5000K | 3369 | 28.2 | 119.5 |
| | | High Lumen | 3500K | 3914 | 35.7 | 109.6 |
| | | | 4000K | 4280 | 33.7 | 127 |
| | | | 5000K | 4009 | 35.5 | 112.9 |
| 2x2 | CPX 2X2 ALO7 SWW7 M4 | Low Lumen | 3500K | 2399 | 19.1 | 125.6 |
| | | | 4000K | 2570 | 18.5 | 138.9 |
| | | | 5000K | 2456 | 19.1 | 128.6 |
| | | Med Lumen | 3500K | 3356 | 28.7 | 116.9 |
| | | | 4000K | 3649 | 27.5 | 132.7 |
| | | | 5000K | 3427 | 28.5 | 120.2 |
| | | High Lumen | 3500K | 4131 | 37.5 | 110.2 |
| | | | 4000K | 4564 | 35.8 | 127.5 |
| | | | 5000K | 4212 | 37.3 | 112.9 |
| 2x4 | CPX 2X4 AL08 SWW7 M2 | Low Lumen | 3500K | 3813 | 28.94 | 131.8 |
| | | | 4000K | 4033 | 28.1 | 143.5 |
| | | | 5000K | 3938 | 28.86 | 136.5 |
| | | Med Lumen | 3500K | 4677 | 36.8 | 127.1 |
| | | | 4000K | 5009 | 35.55 | 140.9 |
| | | | 5000K | 4834 | 36.65 | 131.9 |
| | | High Lumen | 3500K | 6048 | 50.56 | 119.6 |
| | | | 4000K | 6563 | 48.53 | 135.2 |
| | | | 5000K | 6241 | 50.24 | 124.2 |

| **Product Type** | **Size(ft)** | **Nomenclature** | **Lumen Package** | **CCT (K)** | **Lumen** | **Wattage** | **Lumen/Wattage** |
|---|---|---|---|---|---|---|---|
| **CPX G2 Switchable CCT and Lumen Select UVOLT Premium** | 2x2 | CPX 2X2 ALO7HE SWW7 UVOLT M4 | Low Lumen | 3500K | 2258 | 15.8 | 142.9 |
| | | | | 4000K | 2323 | 15.4 | 150.8 |
| | | | | 5000K | 2278 | 15.8 | 144.2 |
| | | | Med Lumen | 3500K | 3307 | 24.1 | 137.2 |
| | | | | 4000K | 3429 | 23.2 | 147.8 |
| | | | | 5000K | 3325 | 24.0 | 138.6 |
| | | | High Lumen | 3500K | 4168 | 31.9 | 130.6 |
| | | | | 4000K | 4401 | 30.5 | 144.3 |
| | | | | 5000K | 4208 | 31.7 | 132.7 |
| | 2x4 | CPX 2X4 ALO8HE SWW7 UVOLT M2 | Low Lumen | 3500K | 3939 | 27.6 | 142.7 |
| | | | | 4000K | 4060 | 27 | 150.4 |
| | | | | 5000K | 3980 | 27.5 | 144.7 |
| | | | Med Lumen | 3500K | 4882 | 35.1 | 139.1 |
| | | | | 4000K | 5070 | 34 | 149.1 |
| | | | | 5000K | 4950 | 35 | 141.4 |
| | | | High Lumen | 3500K | 6321 | 47.2 | 133.9 |
| | | | | 4000K | 6590 | 45.5 | 144.8 |
| | | | | 5000K | 6420 | 47 | 136.6 |
| | 1x4 | CPX 1X4 ALO7HE SWW7 UVOLT M4 | Low Lumen | 3500K | 2305 | 15.9 | 144.9 |
| | | | | 4000K | 2350 | 15.5 | 151.6 |
| | | | | 5000K | 2324 | 15.8 | 147.1 |
| | | | Med Lumen | 3500K | 3368 | 23.9 | 140.9 |
| | | | | 4000K | 3474 | 23.1 | 150.4 |
| | | | | 5000K | 3404 | 24 | 141.8 |
| | | | High Lumen | 3500K | 4242 | 31.3 | 135.5 |
| | | | | 4000K | 4445 | 30.1 | 147.7 |
| | | | | 5000K | 4297 | 31.3 | 137.3 |


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**VE Item #6**

# Non-Configurable CPX LED Flat Panel

DIGITAL NAVIGATION | Home | Ordering | Photometrics | Performance Data

## ACCESSORIES

| Accessories: *Order as separate catalog number.* | |
|---|---|
| ILBLP CP10 HE SD A | IOTA 10 Watt Constant Power, High Efficiency LED Emergency Driver for CA Title 20 ‡ |
| ELA PSDMT | Remote mount tray for ILBLP battery. |
| DGA14 | Drywall grid adapter for 1x4 recessed fixture. |
| DGA22 | Drywall grid adapter for 2x2 recessed fixture. |
| DGA24 | Drywall grid adapter for 2x4 recessed fixture. |
| 1X4SMKSH | Multi-Use Surface Mount Kit 1x4, Shallow Depth |
| 2X2SMKSH | Multi-Use Surface Mount Kit 2x2, Shallow Depth |
| 2X4SMKSH | Multi-Use Surface Mount Kit 2x4, Shallow Depth |
| 1X4SMKSHP PAF | Multi-Use Surface Mount Kit 1X4 Post-Paint |
| 2X2SMKSHP PAF | Multi-Use Surface Mount Kit 2X2 Post-Paint |
| 2X4SMKSHP PAF | Multi-Use Surface Mount Kit 2X4 Post-Paint |
| PAC 2DNF 36 | Panel Air Craft Kit, 2 cables with Y splitter, No Power Feed, 36 inches. Recommended for 2X2 or 1X4 Panel Fixture. |
| PAC 2DF 36 | Panel Air Craft Kit, 2 cables with Y splitter, with Power Feed, 36 inches. Recommended for 2X2 or 1X4 Panel Fixture.[1] |
| PAC 4DNF 36 | Panel Air Craft Kit, 4 cables, No Power Feed, 36 inches. Recommended for 2X4 or 2X2 or 1X4 Panel Fixtures. |
| PAC 4DF 36 | Panel Air Craft Kit, 4 cables, with Power Feed, 36 inches. Recommended for 2X4 or 2X2 or 1X4 Panel Fixtures.[1] |
| PAC 2DNF 72 | Panel Air Craft Kit, 2 cables with Y splitter, No Power Feed 72 inches. Recommended for 2X2 or 1X4 Panel Fixture. |
| PAC 2DF 72 | Panel Air Craft Kit, 2 cables with Y splitter, with Power Feed, 72 inches. Recommended for 2X2 or 1X4 Panel Fixture.[1] |
| PAC 4DNF 72 | Panel Air Craft Kit, 4 cables, No Power Feed, 72 inches. Recommended for 2X4 or 2X2 or 1X4 Panel Fixtures. |
| PAC 4DF 72 | Panel Air Craft Kit, 4 cables, with Power Feed, 72 inches. Recommended for 2X4 or 2X2 or 1X4 Panel Fixtures.[1] |
| RK8BDP 2P U | Disconnect Plug (BDP), 2 Pole, Package of 1 |
| RK8BDP 3P U | Disconnect Plug (BDP), 3 Pole, Package of 1 |
| RK8BDP 2P J10 | Disconnect Plug (BDP), 2 Pole, Package of 10 |
| RK8BDP 2P J40 | Disconnect Plug (BDP), 2 Pole, Package of 40 |

**Emergency Battery Delivered Lumens**

Use the formula below to determine the delivered lumens in emergency mode

**Delivered Lumens = 1.25 x P x LPW**

**P** = Output power of emergency driver (10W for PS1055)

**LPW** = Lumen per watt rating of the luminaire.

**Notes**
1 For MVOLT only, not available with 347V.

## Emergency Battery Pack Options - Field Installable

| Battery Model Number | Wattage | Runtime (Minutes) | Lumen Output* @ 120 Lumens/Watt | Other |
|---|---|---|---|---|
| ILB CP07 A M5 | 7W | 120 | 840 | Storm Shelter/ 2-hour Runtime |
| ILB CP10 A | 10W | 90 | 1200 | |
| ILBLP CP10 HE SD A | 10W | 90 | 1200 | Title 20, Self Diagnostic |
| ILBLP CP15 HE SD A | 15W | 90 | 1800 | Title 20, Self Diagnostic |
| ILB CP20 HE A | 20W | 90 | 2400 | Title 20 |
| ILB CP20 HE SD A | 20W | 90 | 2400 | Title 20, Self Diagnostic |

All the above are UL Listed products that are certified for field install external/remote to the fixture.
*Minimum delivered lumen output to assist in product selection for increased fixture mounting height.
The CP10 delivered emergency illumination outperforms legacy 1400 lumen fluorescent emergency ballast.
Please contact us at techsupport@iotaengineering.com for any Emergency Battery related questions.

## Lumen Maintenance

| Reported Lumen Maintenance | Forecasted Lumen Maintenance |
|---|---|
| L90 @ 52k Hrs / L80 @ >60k Hrs / L70 @ >60k Hrs | L90 @ 52k Hrs / L80 @ 108k Hrs / L70 @ 170k Hrs |

*Note - Reported LM based on IES standard 6X test period for LM-80 report. Forecasted LM based on TM-21 report extrapolation past 6X LM-80 testing.

CPX compatible with Sensor Switch™ WSX-D and SPOD wall switches.



WSX-D



SPOD

## PHOTOMETRICS

See www.lithonia.com for photometry reports.


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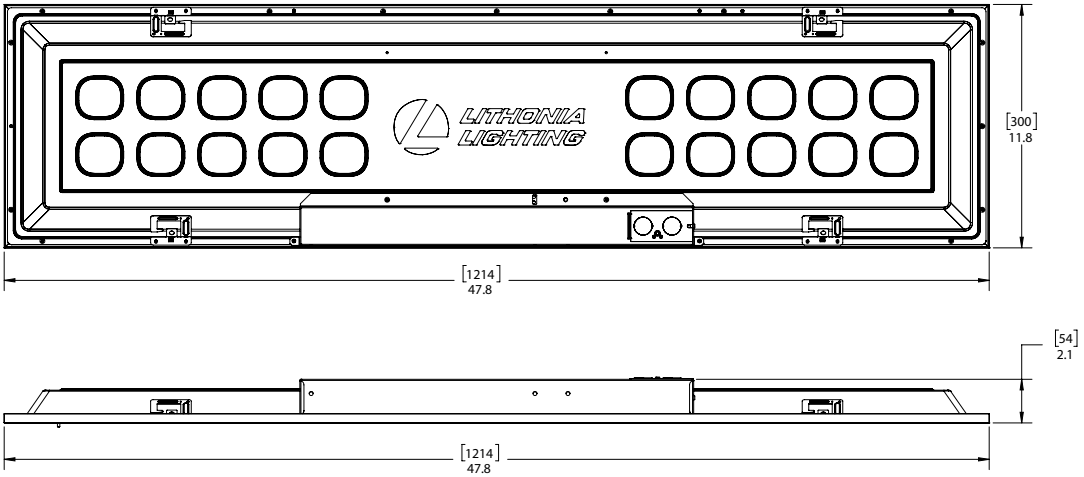
# Non-Configurable CPX LED Flat Panel

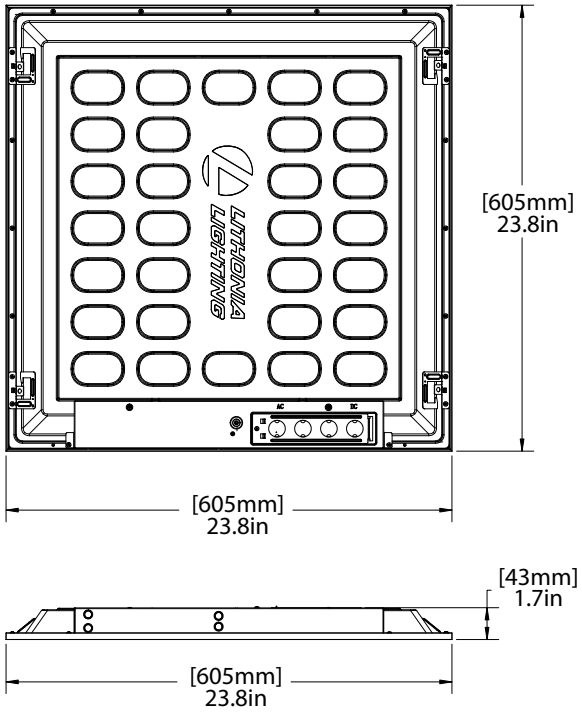
DIGITAL NAVIGATION | Home | Ordering | Photometrics | Performance Data

## DIMENSIONS

Length: 47.8" 121.4cm
Width: 11.8" 30.0cm
Depth: 2.1" 5.4cm
Weight:
Unit: 8.11lbs
Unit Carton: 15.1lbs




Length: 23.8" 60.5cm
Width: 23.8" 60.5cm
Depth: 1.7" 4.3cm
Weight:
Unit: 9.45lbs
Unit Carton: 10.45lbs
Master Carton: 39.5lbs





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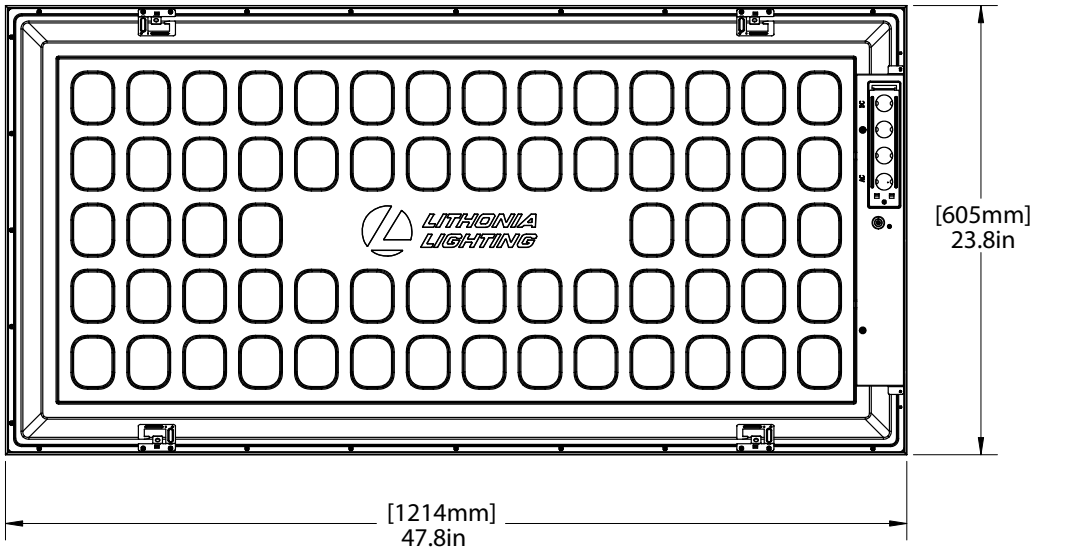
**VE Item #6**

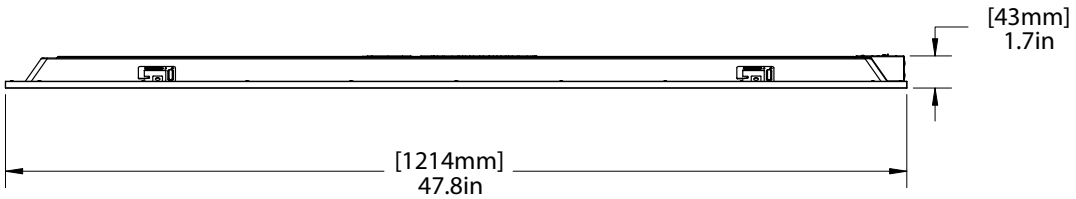
# Non-Configurable CPX LED Flat Panel

DIGITAL NAVIGATION | Home | Ordering | Photometrics | Performance Data

## DIMENSIONS

Length: 47.8 (121.4)
Width: 23.8" 60.5cm
Depth: 1.7" 4.3CM
Weight:
Unit: 17.05lbs
Unit Carton: 19.05lbs
Master Carton: 36.55lbs





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| | | | |
|---|---|---|---|
| SPECTRUM LIGHTING<br>1718 Dry Creek Way Suite 101, San Antonio, TX 78259 | Project 25-52496-11<br>City of Brownsville Public Safety Facility<br><br>Submitted By<br>SPECTRUM LTG SAN ANTONIO LLC | Catalog Number: CPX 2X2 ALO7 SWW7 M4<br><br>Note: SET MED 35K | Type<br>A2 |

**VE Item #6**

CONTRACTOR SELECT™

LITHONIA LIGHTING®

Contractor Select™

# CPX™

## LED Panel



CPX™ from Lithonia lighting is the perfect choice for a quality LED panel at an affordable price. The smooth, even lens projects a crisp and clean aesthetic. CPX is the perfect choice for budget-conscious school, commercial office, or small retail footprint projects.

### FEATURES:

- Industry standard wattages
- Long-life LEDs maintain greater than 70% of their lumen output at 50,000 hours
- 0-10V dimming driver, dims to 10%
- Switchable fixtures ship standard on the highest lumen output and 4000K switch setting.

### WEIGHT:

**2x2**
Unit: 6.39lbs
Unit Carton: 7.72lbs
Master Carton: 30.42lbs

**2x4**
Unit: 11.02lbs
Unit Carton: 13.89lbs
Master Carton: 27.78lbs

| Catalog Number | UPC | Description | Lumens | Input Watts | CCT | CRI | Voltage | Pallet qty. Pallet size: 50"x53" |
|---|---|---|---|---|---|---|---|---|
| CPX 2X2 3200LM 40K M4 | 191848338650 | 2x2 LED Panel | 3659 | 31.5 | 4000K | 80 | 120-277V | 40 |
| CPX 2x4 4000LM 40K M2 | 191848338506 | 2x4 LED Panel | 4692 | 38.9 | 4000K | 80 | 120-277V | 20 |
| CPX 1X4 ALO7 SWW7 M4 | 194994568063 | 1X4 Switchable Panel | See Switchable Table | See Switchable Table | 3500K/4000K/5000K | >80 | 120-277V | 40 |
| CPX 2X2 ALO7 SWW7 M4 | 193048542806 | 2X2 Switchable Panel | See Switchable Table | See Switchable Table | 3500K/4000K/5000K | >80 | 120-277V | 80 |
| CPX 2X4 ALO8 SWW7 M2 | 193048542844 | 2X4 Switchable Panel | See Switchable Table | See Switchable Table | 3500K/4000K/5000K | >80 | 120-277V | 40 |
| CPX 2X2 ALO7HE SWW7 UVOLT M4 | 194994371854 | 2x2 Switchable Panel | See Switchable Table | See Switchable Table | 3500K/4000K/5000K | >80 | 120-347V | 80 |
| CPX 2X4 ALO8HE SWW7 UVOLT M2 | 194994371861 | 2x4 Switchable Panel | See Switchable Table | See Switchable Table | 3500K/4000K/5000K | >80 | 120-347V | 40 |

### NOTES

1. ILBLP CP10 HE SD A remote mounted only. See ILBLP CP10 HE SD B spec sheet and ELA-PSMK-PSMKSD-PSDMT-PSRME remote mounting enclosure spec sheet here.

**VE Item #6**

CS CONTRACTOR SELECT™

LITHONIA LIGHTING®

**Accessories:** *Order as separate catalog number.*

| | |
|---|---|
| ILBLP CP10 HE SD A | IOTA 10 Watt Constant Power, High Efficiency LED Emergency Driver for CA Title 20[1] |
| DGA14 | Drywall grid adapter for 1X4 recessed fixture. |
| DGA22 | Drywall grid adapter for 2x2 recessed fixture. |
| DGA24 | Drywall grid adapter for 2x4 recessed fixture. |
| 1X4SMKSH | Multi-Use Surface Mount Kit 1X4, Shallow Depth |
| 2X2SMKSH | Multi-Use Surface Mount Kit 2x2, Shallow Depth |
| 2X4SMKSH | Multi-Use Surface Mount Kit 2x4, Shallow Depth |
| 1X4SMKSHP PAF | Multi-Use Surface Mount Kit 1X4 Post-Paint |
| 2X2SMKSHP PAF | Multi-Use Surface Mount Kit 2X2 Post-Paint |
| 2X4SMKSHP PAF | Multi-Use Surface Mount Kit 2X4 Post-Paint |
| PAC 2DNF 36 | Panel Air Craft Kit, 2 cables with Y splitter, No Power Feed, 36 inches. Recommended for 1X4 or 2X2 Panel Fixtures only. |
| PAC 2DF 36 | Panel Air Craft Kit, 2 cables with Y splitter, with Power Feed, 36 inches. Recommended for 1X4 or 2X2 Panel Fixtures only.[1] |
| PAC 4DNF 36 | Panel Air Craft Kit, 4 cables, No Power Feed, 36 inches. Recommended for 2X4, 1X4 or 2X2 Panel Fixtures. |
| PAC 4DF 36 | Panel Air Craft Kit, 4 cables, with Power Feed, 36 inches. Recommended for 2X4, 1X4 or 2X2 Panel Fixtures.[1] |
| PAC 2DNF 72 | Panel Air Craft Kit, 2 cables with Y splitter, No Power Feed 72 inches. Recommended for 1X4 or 2X2 Panel Fixtures only. |
| PAC 2DF 72 | Panel Air Craft Kit, 2 cables with Y splitter, with Power Feed, 72 inches. Recommended for 1X4 or 2X2 Panel Fixtures only.[1] |
| PAC 4DNF 72 | Panel Air Craft Kit, 4 cables, No Power Feed, 72 inches. Recommended for 2X4, 1X4 or 2X2 Panel Fixtures. |
| PAC 4DF 72 | Panel Air Craft Kit, 4 cables, with Power Feed, 72 inches. Recommended for 2X4, 1X4 or 2X2 Panel Fixtures.[1] |
| RK8BDP 2P U | Disconnect Plug (BDP), 2 Pole, Package of 1 |
| RK8BDP 3P U | Disconnect Plug (BDP), 3 Pole, Package of 1 |
| RK8BDP 2P J10 | Disconnect Plug (BDP), 2 Pole, Package of 10 |
| RK8BDP 2P J40 | Disconnect Plug (BDP), 2 Pole, Package of 40 |

**Emergency Battery Delivered Lumens**

Use the formula below to determine the delivered lumens in emergency mode

**Delivered Lumens = P x LPW**

**P** = Output power of emergency driver (10W)

**LPW** = Lumen per watt rating of the luminaire can be found in Performance section on this spec sheet

**Switchable Table**

| Size(ft) | Nomenclature | Lumen Package | CCT | Lumen | Wattage | Efficacy |
|---|---|---|---|---|---|---|
| 1x4 | CPX 1X4 ALO7 SWW7 M4 | Low Lumen | 3500K | 2430 | 19.7 | 123.4 |
| | | | 4000K | 2594 | 19.7 | 131.7 |
| | | | 5000K | 2483 | 19.5 | 127.3 |
| | | Med Lumen | 3500K | 3289 | 28.4 | 115.8 |
| | | | 4000K | 3583 | 27.2 | 131.7 |
| | | | 5000K | 3369 | 28.2 | 119.5 |
| | | High Lumen | 3500K | 3914 | 35.7 | 109.6 |
| | | | 4000K | 4280 | 33.7 | 127 |
| | | | 5000K | 4009 | 35.5 | 112.9 |
| 2x2 | CPX 2X2 ALO7 SWW7 M4 | Low Lumen | 3500K | 2399 | 19.1 | 125.6 |
| | | | 4000K | 2570 | 18.5 | 138.9 |
| | | | 5000K | 2456 | 19.1 | 128.6 |
| | | Med Lumen | 3500K | 3356 | 28.7 | 116.9 |
| | | | 4000K | 3649 | 27.5 | 132.7 |
| | | | 5000K | 3427 | 28.5 | 120.2 |
| | | High Lumen | 3500K | 4131 | 37.5 | 110.2 |
| | | | 4000K | 4564 | 35.8 | 127.5 |
| | | | 5000K | 4212 | 37.3 | 112.9 |
| 2x4 | CPX 2X4 ALO8 SWW7 M2 | Low Lumen | 3500K | 3813 | 28.94 | 131.8 |
| | | | 4000K | 4033 | 28.1 | 143.5 |
| | | | 5000K | 3938 | 28.86 | 136.5 |
| | | Med Lumen | 3500K | 4677 | 36.8 | 127.1 |
| | | | 4000K | 5009 | 35.55 | 140.9 |
| | | | 5000K | 4834 | 36.65 | 131.9 |
| | | High Lumen | 3500K | 6048 | 50.56 | 119.6 |
| | | | 4000K | 6563 | 48.53 | 135.2 |
| | | | 5000K | 6241 | 50.24 | 124.2 |

**NOTES**

1. For MVOLT only, not available with 347V.


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| | | | |
|---|---|---|---|
| SPECTRUM LIGHTING<br>1718 Dry Creek Way Suite101, San Antonio, TX 78259 | Project 25-52496-11<br>City of Brownsville Public Safety Facility<br><br>Submitted By<br>SPECTRUM LTG SAN ANTONIO LLC | Catalog Number: CPX 2X2 ALO7 SWW7 M4<br><br>Note: SET MED 35K | Type<br>A2 |

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LITHONIA LIGHTING®

| Product Type | Size(ft) | Nomenclature | Lumen Package | CCT (K) | Lumen | Wattage | Lumen/Wattage |
|---|---|---|---|---|---|---|---|
| CPX G2 Switchable CCT and Lumen Select UVOLT Premium | 2x2 | CPX 2X2 ALO7HE SWW7 UVOLT M4 | Low Lumen | 3500K | 2258 | 15.8 | 142.9 |
| | | | | 4000K | 2323 | 15.4 | 150.8 |
| | | | | 5000K | 2278 | 15.8 | 144.2 |
| | | | Med Lumen | 3500K | 3307 | 24.1 | 137.2 |
| | | | | 4000K | 3429 | 23.2 | 147.8 |
| | | | | 5000K | 3325 | 24.0 | 138.6 |
| | | | High Lumen | 3500K | 4168 | 31.9 | 130.6 |
| | | | | 4000K | 4401 | 30.5 | 144.3 |
| | | | | 5000K | 4208 | 31.7 | 132.7 |
| | 2x4 | CPX 2X4 ALO8HE SWW7 UVOLT M2 | Low Lumen | 3500K | 3939 | 27.6 | 142.7 |
| | | | | 4000K | 4060 | 27 | 150.4 |
| | | | | 5000K | 3980 | 27.5 | 144.7 |
| | | | Med Lumen | 3500K | 4882 | 35.1 | 139.1 |
| | | | | 4000K | 5070 | 34 | 149.1 |
| | | | | 5000K | 4950 | 35 | 141.4 |
| | | | High Lumen | 3500K | 6321 | 47.2 | 133.9 |
| | | | | 4000K | 6590 | 45.5 | 144.8 |
| | | | | 5000K | 6420 | 47 | 136.6 |


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| | | | |
|---|---|---|---|
| SPECTRUM LIGHTING<br>1718 Dry Creek Way Suite101, San Antonio, TX 78259 | Project 25-52496-11<br>City of Brownsville Public Safety Facility<br><br>Submitted By<br>SPECTRUM LTG SAN ANTONIO LLC | Catalog Number: CPX 2X2 ALO7 SWW7 M4<br><br>Note: SET MED 35K | Type<br>A2 |

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CS CONTRACTOR SELECT™

LITHONIA LIGHTING®

## Specifications

**INTENDED USE:**

CPX is a low-glare panel featuring an external driver. This cost-effective, reliable panel is visually comfortable and can be recessed mounted. Suitable for many applications such as schools, offices, retail, convenience stores and other commercial spaces. **Certain airborne contaminants can diminish integrity of acrylic. Click here for Acrylic Environmental Compatibility table for suitable uses.** Adjustable Lumen (ALO7, ALO8) and Switchable White (SWW7) configurations available. **U.S. Patent No. 10,681,784.**

**CONSTRUCTION:**

The extruded aluminum frame with satin white lens provides excellent shielding and uniform luminance. The low-profile design of CPX provides increased installation flexibility especially in restricted plenum spaces. The backplate includes integral T-bar clips for installation into T-grid ceilings.

**ELECTRICAL:**

Long-life LEDs, coupled with a high-efficiency driver, provide superior illumination for extended service life. Greater than 70% LED lumen maintenance at 50,000 hours (L70>50,000). 0-10V dimming driver, dims to 10% and contains non-isolated dimming leads.

**LISTINGS:**

CSA certified to meet US and Canadian standards. Damp location listed. IC rated. IP5X Rated. DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified. Rated for NSF/ANSI Standard 2 – Light Fixture for Splash Zone and Non Food Zone. NOM Certified. For use in non-fire-rated installations only.

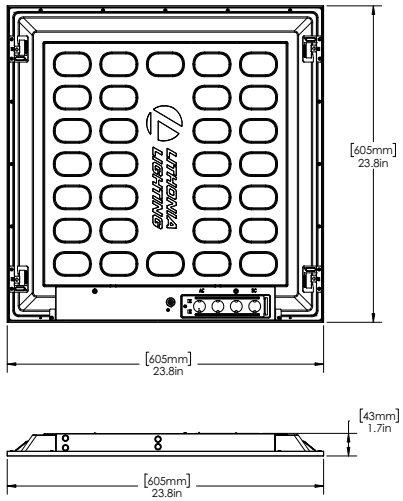
**WARRANTY:**

5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

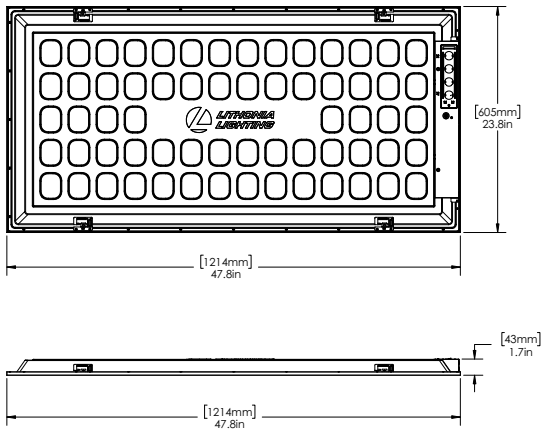
**Note**: Actual performance may differ as a result of end-user environment and application.
All values are design or typical values, measured under laboratory conditions at 25 °C.
Specifications subject to change without notice.

## Dimensions

### 2'x2'




### 2'x4'




All dimensions are inches (millimeters) unless otherwise indicated.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**VE Item #6**

LITHONIA LIGHTING®

**DIGITAL NAVIGATION**


Ordering Tree Platform Photometrics Performance Data


## FEATURES & SPECIFICATIONS

**INTENDED USE** — The CPX Series LED is a low-glare panel featuring an external driver. This cost-effective, reliable flat panel is visually comfortable and can be recessed mounted. Suitable for many applications such as schools, offices, retail, convenience stores, hospitals, healthcare facilities and other commercial spaces. Certain airborne contaminants can diminish integrity of acrylic. **Click here for Acrylic Environmental Compatibility table for suitable uses**. Adjustable Lumen (ALO7, ALO8) and Switchable White (SWW7) configurations available. **U.S. Patent No. 10,681,784.**

**CONSTRUCTION** — The extruded Metal frame with satin white lens provides excellent shielding and uniform luminance. CPX's low-profile design provides increased installation flexibility especially in restricted plenum spaces. The back plate includes integral T-bar clips for installation into T-grid ceilings.

**ELECTRICAL** — Direct-lit Panel with Long-Life LEDs, coupled with a high-efficiency driver, provide superior illumination for extended service life. Greater than 70% LED lumen maintenance at 60,000 hours (L70>60,000). 0-10V dimming driver, dims to 10% and contains non-isolated dimming leads.

**LISTINGS** — CSA certified to meet US and Canadian standards. Damp location listed. IC rated. IP5X Rated. DesignLights Consortium® (DLC) Premium qualified product and DLC qualified product. Not all versions of this product may be DLC Premium qualified or DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified. Rated for NSF/ANSI Standard 2 - Light Fixture for Splash Zone and Non Food Zone. NOM Certified. For use in non-fire-rated installations only.

**WARRANTY** — 5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

**Note:** Actual performance may differ as a result of end-user environment and application.
All values are design or typical values, measured under laboratory conditions at 25 °C.
Specifications subject to change without notice.

# CPX LED PANEL

Non-Configurable
1' x 4', 2' x 2'and 2' x 4'



Switchable White 3500K 4000K 5000K
Switchable Lumens
LED
IC RATED
CSA C US
† ISO Class 5-9
DLC LISTED PREMIUM
DLC LISTED
NSF
IP RATED
NOM

† Tested in accordance with ISO 14644-1; suitable in ISO Class 5-9 positive and negative pressure clean rooms.

## Non-Configurable FIXTURES

### ORDERING INFORMATION

| Catalog Number | UPC | Description | Lumens | Color Temperature | CRI | Voltage | Wattage | Efficacy | Pallet Qty. |
|---|---|---|---|---|---|---|---|---|---|
| CPX 2X4 4000LM 40K M2 | 191848338506 | 2x4 LED Panel | 4692 | 4000K | 80 | 120-277 | 38.9 | 121 | 20 |
| CPX 1X4 ALO7 SWW7 M4 | 194994568063 | 1X4 Switchable Panel | See Switchable Table | 3500K/4000K/5000K | >80 | 120-277 | See Switchable Table | See Switchable Table | 40 |
| CPX 1X4 ALO7HE SWW7 UVOLT M4 ‡ | 194994625926 | 1X4 Switchable Panel | See Premium Switchable Table | 3500K/4000K/5000K | >80 | 120-347 | See Premium Switchable Table | See Premium Switchable Table | 40 |
| CPX 1X4 ALO7 SWW7 IE10WCP | 194995604456 | 1X4 Switchable Panel with Battery ‡ | See Switchable Table | 3500K/4000K/5000K | >80 | 120-277 | See Switchable Table | See Switchable Table | 26 |
| CPX 2X2 ALO7 SWW7 M4 | 193048542806 | 2X2 Switchable Panel | See Switchable Table | 3500K/4000K/5000K | >80 | 120-277 | See Switchable Table | See Switchable Table | 40 |
| CPX 2X2 ALO7HE SWW7 UVOLT M4 ‡ | 194994371854 | 2X2 Switchable Panel | See Premium Switchable Table | 3500K/4000K/5000K | >80 | 120-347 | See Premium Switchable Table | See Premium Switchable Table | 40 |
| CPX 2X2 ALO7 SWW7 IE10WCP | 194995604494 | 2X2 Switchable Panel with Battery ‡ | See Switchable Table | 3500K/4000K/5000K | >80 | 120-277 | See Switchable Table | See Switchable Table | 26 |
| CPX 2X4 ALO8 SWW7 M2 | 193048542844 | 2X4 Switchable Panel | See Switchable Table | 3500K/4000K/5000K | >80 | 120-277 | See Switchable Table | See Switchable Table | 20 |
| CPX 2X4 ALO8HE SWW7 UVOLT M2 ‡ | 194994371861 | 2X4 Switchable Panel | See Premium Switchable Table | 3500K/4000K/5000K | >80 | 120-347 | See Premium Switchable Table | See Premium Switchable Table | 20 |
| CPX 2X4 ALO8 SWW7 IE10WCP | 194995604319 | 2X4 Switchable Panel with Battery ‡ | See Switchable Table | 3500K/4000K/5000K | >80 | 120-277 | See Switchable Table | See Switchable Table | 13 |

‡ Switchable CPX fixtures with IE10WCP will default to 5000K when in emergency mode.
‡ CPX UVOLT DLC Premium

# Non-Configurable CPX LED Flat Panel

DIGITAL NAVIGATION | Home | Ordering | Photometrics | Performance Data

## SWITCHABLE PERFORMANCE DATA

| CPX Switchable Table | | | | | | |
|---|---|---|---|---|---|---|
| Size(ft) | Nomenclature | Lumen Package | CCT | Lumen | Wattage | Efficacy |
| 1x4 | CPX 1x4 ALO7 SWW7 M4 | Low Lumen | 3500K | 2430 | 19.7 | 123.4 |
| | | | 4000K | 2594 | 19.7 | 131.7 |
| | | | 5000K | 2483 | 19.5 | 127.3 |
| | | Med Lumen | 3500K | 3289 | 28.4 | 115.8 |
| | | | 4000K | 3583 | 27.2 | 131.7 |
| | | | 5000K | 3369 | 28.2 | 119.5 |
| | | High Lumen | 3500K | 3914 | 35.7 | 109.6 |
| | | | 4000K | 4280 | 33.7 | 127 |
| | | | 5000K | 4009 | 35.5 | 112.9 |
| 2x2 | CPX 2X2 ALO7 SWW7 M4 | Low Lumen | 3500K | 2399 | 19.1 | 125.6 |
| | | | 4000K | 2570 | 18.5 | 138.9 |
| | | | 5000K | 2456 | 19.1 | 128.6 |
| | | Med Lumen | 3500K | 3356 | 28.7 | 116.9 |
| | | | 4000K | 3649 | 27.5 | 132.7 |
| | | | 5000K | 3427 | 28.5 | 120.2 |
| | | High Lumen | 3500K | 4131 | 37.5 | 110.2 |
| | | | 4000K | 4564 | 35.8 | 127.5 |
| | | | 5000K | 4212 | 37.3 | 112.9 |
| 2x4 | CPX 2X4 AL08 SWW7 M2 | Low Lumen | 3500K | 3813 | 28.94 | 131.8 |
| | | | 4000K | 4033 | 28.1 | 143.5 |
| | | | 5000K | 3938 | 28.86 | 136.5 |
| | | Med Lumen | 3500K | 4677 | 36.8 | 127.1 |
| | | | 4000K | 5009 | 35.55 | 140.9 |
| | | | 5000K | 4834 | 36.65 | 131.9 |
| | | High Lumen | 3500K | 6048 | 50.56 | 119.6 |
| | | | 4000K | 6563 | 48.53 | 135.2 |
| | | | 5000K | 6241 | 50.24 | 124.2 |

| Product Type | Size(ft) | Nomenclature | Lumen Package | CCT (K) | Lumen | Wattage | Lumen/Wattage |
|---|---|---|---|---|---|---|---|
| CPX G2 Switchable CCT and Lumen Select UVOLT Premium | 2x2 | CPX 2X2 ALO7HE SWW7 UVOLT M4 | Low Lumen | 3500K | 2258 | 15.8 | 142.9 |
| | | | | 4000K | 2323 | 15.4 | 150.8 |
| | | | | 5000K | 2278 | 15.8 | 144.2 |
| | | | Med Lumen | 3500K | 3307 | 24.1 | 137.2 |
| | | | | 4000K | 3429 | 23.2 | 147.8 |
| | | | | 5000K | 3325 | 24.0 | 138.6 |
| | | | High Lumen | 3500K | 4168 | 31.9 | 130.6 |
| | | | | 4000K | 4401 | 30.5 | 144.3 |
| | | | | 5000K | 4208 | 31.7 | 132.7 |
| | 2x4 | CPX 2X4 ALO8HE SWW7 UVOLT M2 | Low Lumen | 3500K | 3939 | 27.6 | 142.7 |
| | | | | 4000K | 4060 | 27 | 150.4 |
| | | | | 5000K | 3980 | 27.5 | 144.7 |
| | | | Med Lumen | 3500K | 4882 | 35.1 | 139.1 |
| | | | | 4000K | 5070 | 34 | 149.1 |
| | | | | 5000K | 4950 | 35 | 141.4 |
| | | | High Lumen | 3500K | 6321 | 47.2 | 133.9 |
| | | | | 4000K | 6590 | 45.5 | 144.8 |
| | | | | 5000K | 6420 | 47 | 136.6 |
| | 1x4 | CPX 1X4 ALO7HE SWW7 UVOLT M4 | Low Lumen | 3500K | 2305 | 15.9 | 144.9 |
| | | | | 4000K | 2350 | 15.5 | 151.6 |
| | | | | 5000K | 2324 | 15.8 | 147.1 |
| | | | Med Lumen | 3500K | 3368 | 23.9 | 140.9 |
| | | | | 4000K | 3474 | 23.1 | 150.4 |
| | | | | 5000K | 3404 | 24 | 141.8 |
| | | | High Lumen | 3500K | 4242 | 31.3 | 135.5 |
| | | | | 4000K | 4445 | 30.1 | 147.7 |
| | | | | 5000K | 4297 | 31.3 | 137.3 |


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**VE Item #6**

# Non-Configurable CPX LED Flat Panel

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## ACCESSORIES

| Accessories: *Order as separate catalog number.* | |
|---|---|
| ILBLP CP10 HE SD A | IOTA 10 Watt Constant Power, High Efficiency LED Emergency Driver for CA Title 20 ‡ |
| ELA PSDMT | Remote mount tray for ILBLP battery. |
| DGA14 | Drywall grid adapter for 1x4 recessed fixture. |
| DGA22 | Drywall grid adapter for 2x2 recessed fixture. |
| DGA24 | Drywall grid adapter for 2x4 recessed fixture. |
| 1X4SMKSH | Multi-Use Surface Mount Kit 1x4, Shallow Depth |
| 2X2SMKSH | Multi-Use Surface Mount Kit 2x2, Shallow Depth |
| 2X4SMKSH | Multi-Use Surface Mount Kit 2x4, Shallow Depth |
| 1X4SMKSHP PAF | Multi-Use Surface Mount Kit 1X4 Post-Paint |
| 2X2SMKSHP PAF | Multi-Use Surface Mount Kit 2X2 Post-Paint |
| 2X4SMKSHP PAF | Multi-Use Surface Mount Kit 2X4 Post-Paint |
| PAC 2DNF 36 | Panel Air Craft Kit, 2 cables with Y splitter, No Power Feed, 36 inches. Recommended for 2X2 or 1X4 Panel Fixture. |
| PAC 2DF 36 | Panel Air Craft Kit, 2 cables with Y splitter, with Power Feed, 36 inches. Recommended for 2X2 or 1X4 Panel Fixture.[1] |
| PAC 4DNF 36 | Panel Air Craft Kit, 4 cables, No Power Feed, 36 inches. Recommended for 2X4 or 2X2 or 1X4 Panel Fixtures. |
| PAC 4DF 36 | Panel Air Craft Kit, 4 cables, with Power Feed, 36 inches. Recommended for 2X4 or 2X2 or 1X4 Panel Fixtures.[1] |
| PAC 2DNF 72 | Panel Air Craft Kit, 2 cables with Y splitter, No Power Feed 72 inches. Recommended for 2X2 or 1X4 Panel Fixture. |
| PAC 2DF 72 | Panel Air Craft Kit, 2 cables with Y splitter, with Power Feed, 72 inches. Recommended for 2X2 or 1X4 Panel Fixture.[1] |
| PAC 4DNF 72 | Panel Air Craft Kit, 4 cables, No Power Feed, 72 inches. Recommended for 2X4 or 2X2 or 1X4 Panel Fixtures. |
| PAC 4DF 72 | Panel Air Craft Kit, 4 cables, with Power Feed, 72 inches. Recommended for 2X4 or 2X2 or 1X4 Panel Fixtures.[1] |
| RK8BDP 2P U | Disconnect Plug (BDP), 2 Pole, Package of 1 |
| RK8BDP 3P U | Disconnect Plug (BDP), 3 Pole, Package of 1 |
| RK8BDP 2P J10 | Disconnect Plug (BDP), 2 Pole, Package of 10 |
| RK8BDP 2P J40 | Disconnect Plug (BDP), 2 Pole, Package of 40 |

**Emergency Battery Delivered Lumens**

Use the formula below to determine the delivered lumens in emergency mode

**Delivered Lumens = 1.25 x P x LPW**

**P** = Output power of emergency driver (10W for PS1055)

**LPW** = Lumen per watt rating of the luminaire.

**Notes**
1 For MVOLT only, not available with 347V.

## Emergency Battery Pack Options - Field Installable

| Battery Model Number | Wattage | Runtime (Minutes) | Lumen Output* @ 120 Lumens/Watt | Other |
|---|---|---|---|---|
| ILB CP07 A M5 | 7W | 120 | 840 | Storm Shelter/ 2-hour Runtime |
| ILB CP10 A | 10W | 90 | 1200 | |
| ILBLP CP10 HE SD A | 10W | 90 | 1200 | Title 20, Self Diagnostic |
| ILBLP CP15 HE SD A | 15W | 90 | 1800 | Title 20, Self Diagnostic |
| ILB CP20 HE A | 20W | 90 | 2400 | Title 20 |
| ILB CP20 HE SD A | 20W | 90 | 2400 | Title 20, Self Diagnostic |

All the above are UL Listed products that are certified for field install external/remote to the fixture.
*Minimum delivered lumen output to assist in product selection for increased fixture mounting height.
The CP10 delivered emergency illumination outperforms legacy 1400 lumen fluorescent emergency ballast.
Please contact us at techsupport@iotaengineering.com for any Emergency Battery related questions.

## Lumen Maintenance

| Reported Lumen Maintenance | Forecasted Lumen Maintenance |
|---|---|
| L90 @ 52k Hrs / L80 @ >60k Hrs / L70 @ >60k Hrs | L90 @ 52k Hrs / L80 @ 108k Hrs / L70 @ 170k Hrs |

*Note - Reported LM based on IES standard 6X test period for LM-80 report. Forecasted LM based on TM-21 report extrapolation past 6X LM-80 testing.

CPX compatible with Sensor Switch™ WSX-D and SPOD wall switches.



WSX-D



SPOD

## PHOTOMETRICS

See www.lithonia.com for photometry reports.


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**VE Item #6**

# Non-Configurable CPX LED Flat Panel

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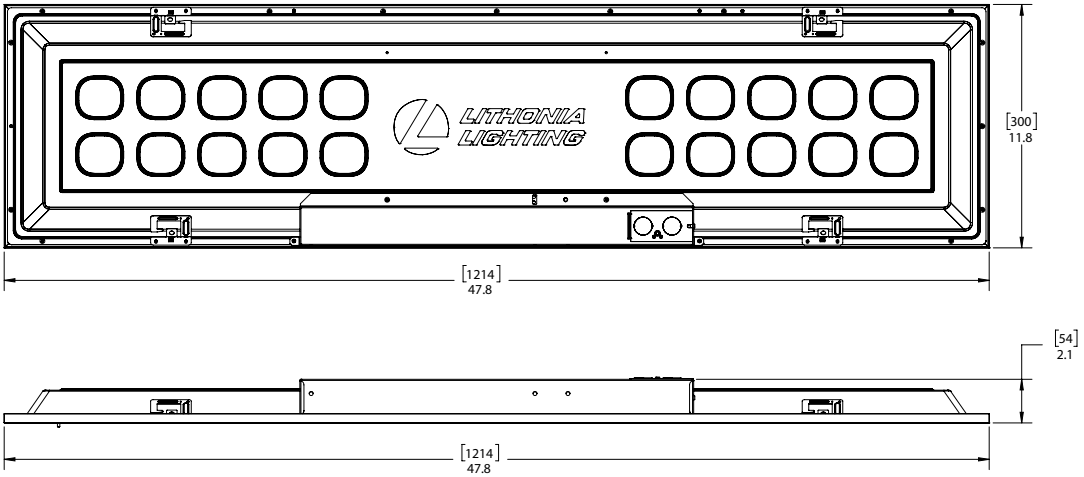
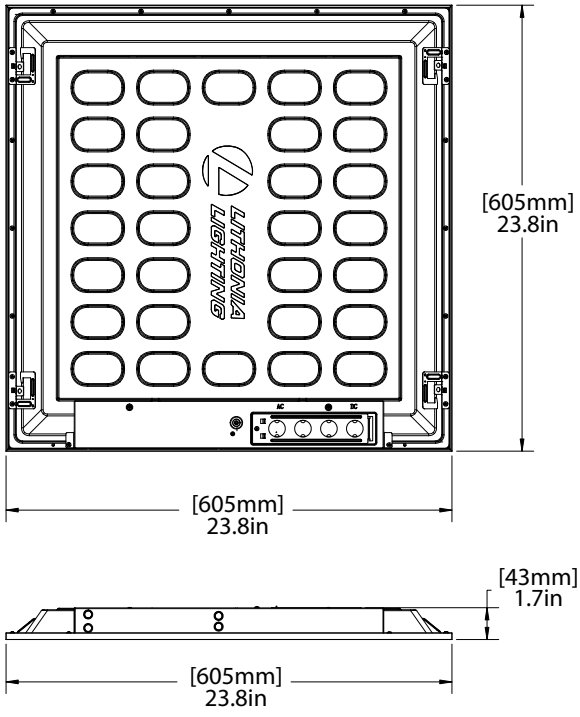
## DIMENSIONS

Length: 47.8" 121.4cm
Width: 11.8" 30.0cm
Depth: 2.1" 5.4cm
Weight:
Unit: 8.11lbs
Unit Carton: 15.1lbs




Length: 23.8" 60.5cm
Width: 23.8" 60.5cm
Depth: 1.7" 4.3cm
Weight:
Unit: 9.45lbs
Unit Carton: 10.45lbs
Master Carton: 39.5lbs





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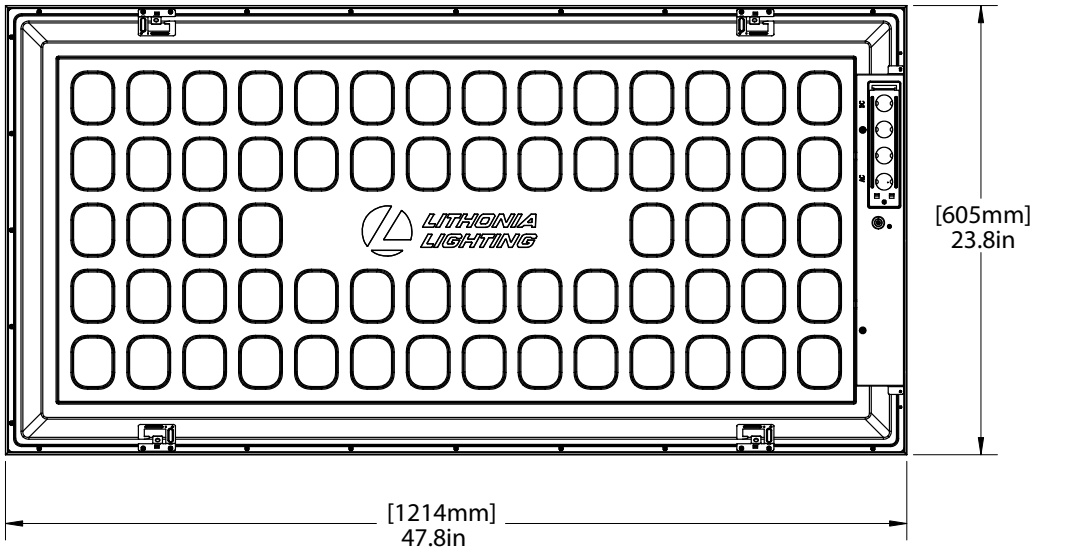
**VE Item #6**

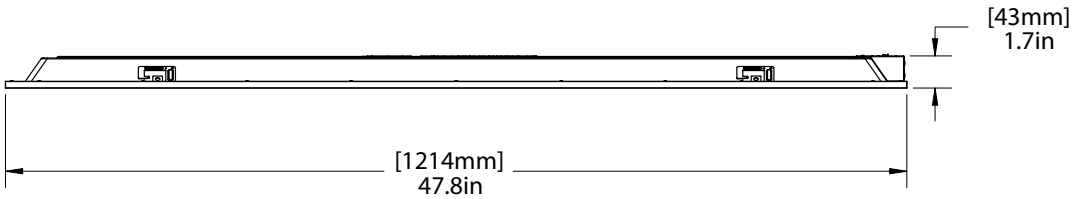
# Non-Configurable CPX LED Flat Panel

DIGITAL NAVIGATION | Home | Ordering | Photometrics | Performance Data

## DIMENSIONS

Length: 47.8 (121.4)
Width: 23.8" 60.5cm
Depth: 1.7" 4.3CM
Weight:
Unit: 17.05lbs
Unit Carton: 19.05lbs
Master Carton: 36.55lbs





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| | | | |
|---|---|---|---|
| SPECTRUM LIGHTING<br>1718 Dry Creek Way Suite101, San Antonio, TX 78259 | Project 25-52496-11<br>City of Brownsville Public Safety Facility<br><br>Submitted By<br>SPECTRUM LTG SAN ANTONIO LLC | Catalog Number: CPX 2X2 ALO7 SWW7 M4<br><br>Note: SET HIGH 35K | Type<br>A3 |

CS CONTRACTOR SELECT™

LITHONIA LIGHTING®

Contractor Select™

# CPX™

## LED Panel



CPX™ from Lithonia lighting is the perfect choice for a quality LED panel at an affordable price. The smooth, even lens projects a crisp and clean aesthetic. CPX is the perfect choice for budget-conscious school, commercial office, or small retail footprint projects.

### FEATURES:

- Industry standard wattages
- Long-life LEDs maintain greater than 70% of their lumen output at 50,000 hours
- 0-10V dimming driver, dims to 10%
- Switchable fixtures ship standard on the highest lumen output and 4000K switch setting.

### WEIGHT:

**2x2**
Unit: 6.39lbs
Unit Carton: 7.72lbs
Master Carton: 30.42lbs

**2x4**
Unit: 11.02lbs
Unit Carton: 13.89lbs
Master Carton: 27.78lbs

| Catalog Number | UPC | Description | Lumens | Input Watts | CCT | CRI | Voltage | Pallet qty. Pallet size: 50"x53" |
|---|---|---|---|---|---|---|---|---|
| CPX 2X2 3200LM 40K M4 | 191848338650 | 2x2 LED Panel | 3659 | 31.5 | 4000K | 80 | 120-277V | 40 |
| CPX 2x4 4000LM 40K M2 | 191848338506 | 2x4 LED Panel | 4692 | 38.9 | 4000K | 80 | 120-277V | 20 |
| CPX 1X4 ALO7 SWW7 M4 | 194994568063 | 1X4 Switchable Panel | See Switchable Table | See Switchable Table | 3500K/4000K/5000K | >80 | 120-277V | 40 |
| CPX 2X2 ALO7 SWW7 M4 | 193048542806 | 2X2 Switchable Panel | See Switchable Table | See Switchable Table | 3500K/4000K/5000K | >80 | 120-277V | 80 |
| CPX 2X4 ALO8 SWW7 M2 | 193048542844 | 2X4 Switchable Panel | See Switchable Table | See Switchable Table | 3500K/4000K/5000K | >80 | 120-277V | 40 |
| CPX 2X2 ALO7HE SWW7 UVOLT M4 | 194994371854 | 2x2 Switchable Panel | See Switchable Table | See Switchable Table | 3500K/4000K/5000K | >80 | 120-347V | 80 |
| CPX 2X4 ALO8HE SWW7 UVOLT M2 | 194994371861 | 2x4 Switchable Panel | See Switchable Table | See Switchable Table | 3500K/4000K/5000K | >80 | 120-347V | 40 |

### NOTES

1. ILBLP CP10 HE SD A remote mounted only. See ILBLP CP10 HE SD B spec sheet and ELA-PSMK-PSMKSD-PSDMT-PSRME remote mounting enclosure spec sheet here.

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**Accessories:** *Order as separate catalog number.*

| | |
|---|---|
| ILBLP CP10 HE SD A | IOTA 10 Watt Constant Power, High Efficiency LED Emergency Driver for CA Title 20[1] |
| DGA14 | Drywall grid adapter for 1X4 recessed fixture. |
| DGA22 | Drywall grid adapter for 2x2 recessed fixture. |
| DGA24 | Drywall grid adapter for 2x4 recessed fixture. |
| 1X4SMKSH | Multi-Use Surface Mount Kit 1X4, Shallow Depth |
| 2X2SMKSH | Multi-Use Surface Mount Kit 2x2, Shallow Depth |
| 2X4SMKSH | Multi-Use Surface Mount Kit 2x4, Shallow Depth |
| 1X4SMKSHP PAF | Multi-Use Surface Mount Kit 1X4 Post-Paint |
| 2X2SMKSHP PAF | Multi-Use Surface Mount Kit 2X2 Post-Paint |
| 2X4SMKSHP PAF | Multi-Use Surface Mount Kit 2X4 Post-Paint |
| PAC 2DNF 36 | Panel Air Craft Kit, 2 cables with Y splitter, No Power Feed, 36 inches. Recommended for 1X4 or 2X2 Panel Fixtures only. |
| PAC 2DF 36 | Panel Air Craft Kit, 2 cables with Y splitter, with Power Feed, 36 inches. Recommended for 1X4 or 2X2 Panel Fixtures only.[1] |
| PAC 4DNF 36 | Panel Air Craft Kit, 4 cables, No Power Feed, 36 inches. Recommended for 2X4, 1X4 or 2X2 Panel Fixtures. |
| PAC 4DF 36 | Panel Air Craft Kit, 4 cables, with Power Feed, 36 inches. Recommended for 2X4, 1X4 or 2X2 Panel Fixtures.[1] |
| PAC 2DNF 72 | Panel Air Craft Kit, 2 cables with Y splitter, No Power Feed 72 inches. Recommended for 1X4 or 2X2 Panel Fixtures only. |
| PAC 2DF 72 | Panel Air Craft Kit, 2 cables with Y splitter, with Power Feed, 72 inches. Recommended for 1X4 or 2X2 Panel Fixtures only.[1] |
| PAC 4DNF 72 | Panel Air Craft Kit, 4 cables, No Power Feed, 72 inches. Recommended for 2X4, 1X4 or 2X2 Panel Fixtures. |
| PAC 4DF 72 | Panel Air Craft Kit, 4 cables, with Power Feed, 72 inches. Recommended for 2X4, 1X4 or 2X2 Panel Fixtures.[1] |
| RK8BDP 2P U | Disconnect Plug (BDP), 2 Pole, Package of 1 |
| RK8BDP 3P U | Disconnect Plug (BDP), 3 Pole, Package of 1 |
| RK8BDP 2P J10 | Disconnect Plug (BDP), 2 Pole, Package of 10 |
| RK8BDP 2P J40 | Disconnect Plug (BDP), 2 Pole, Package of 40 |

**Emergency Battery Delivered Lumens**

Use the formula below to determine the delivered lumens in emergency mode

**Delivered Lumens = P x LPW**

**P** = Output power of emergency driver (10W)

**LPW** = Lumen per watt rating of the luminaire can be found in Performance section on this spec sheet

**Switchable Table**

| Size(ft) | Nomenclature | Lumen Package | CCT | Lumen | Wattage | Efficacy |
|---|---|---|---|---|---|---|
| 1x4 | CPX 1X4 ALO7 SWW7 M4 | Low Lumen | 3500K | 2430 | 19.7 | 123.4 |
| | | | 4000K | 2594 | 19.7 | 131.7 |
| | | | 5000K | 2483 | 19.5 | 127.3 |
| | | Med Lumen | 3500K | 3289 | 28.4 | 115.8 |
| | | | 4000K | 3583 | 27.2 | 131.7 |
| | | | 5000K | 3369 | 28.2 | 119.5 |
| | | High Lumen | 3500K | 3914 | 35.7 | 109.6 |
| | | | 4000K | 4280 | 33.7 | 127 |
| | | | 5000K | 4009 | 35.5 | 112.9 |
| 2x2 | CPX 2X2 ALO7 SWW7 M4 | Low Lumen | 3500K | 2399 | 19.1 | 125.6 |
| | | | 4000K | 2570 | 18.5 | 138.9 |
| | | | 5000K | 2456 | 19.1 | 128.6 |
| | | Med Lumen | 3500K | 3356 | 28.7 | 116.9 |
| | | | 4000K | 3649 | 27.5 | 132.7 |
| | | | 5000K | 3427 | 28.5 | 120.2 |
| | | High Lumen | 3500K | 4131 | 37.5 | 110.2 |
| | | | 4000K | 4564 | 35.8 | 127.5 |
| | | | 5000K | 4212 | 37.3 | 112.9 |
| 2x4 | CPX 2X4 ALO8 SWW7 M2 | Low Lumen | 3500K | 3813 | 28.94 | 131.8 |
| | | | 4000K | 4033 | 28.1 | 143.5 |
| | | | 5000K | 3938 | 28.86 | 136.5 |
| | | Med Lumen | 3500K | 4677 | 36.8 | 127.1 |
| | | | 4000K | 5009 | 35.55 | 140.9 |
| | | | 5000K | 4834 | 36.65 | 131.9 |
| | | High Lumen | 3500K | 6048 | 50.56 | 119.6 |
| | | | 4000K | 6563 | 48.53 | 135.2 |
| | | | 5000K | 6241 | 50.24 | 124.2 |

**NOTES**

1. For MVOLT only, not available with 347V.


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| Product Type | Size(ft) | Nomenclature | Lumen Package | CCT (K) | Lumen | Wattage | Lumen/Wattage |
|---|---|---|---|---|---|---|---|
| CPX G2 Switchable CCT and Lumen Select UVOLT Premium | 2x2 | CPX 2X2 ALO7HE SWW7 UVOLT M4 | Low Lumen | 3500K | 2258 | 15.8 | 142.9 |
| | | | | 4000K | 2323 | 15.4 | 150.8 |
| | | | | 5000K | 2278 | 15.8 | 144.2 |
| | | | Med Lumen | 3500K | 3307 | 24.1 | 137.2 |
| | | | | 4000K | 3429 | 23.2 | 147.8 |
| | | | | 5000K | 3325 | 24.0 | 138.6 |
| | | | High Lumen | 3500K | 4168 | 31.9 | 130.6 |
| | | | | 4000K | 4401 | 30.5 | 144.3 |
| | | | | 5000K | 4208 | 31.7 | 132.7 |
| | 2x4 | CPX 2X4 ALO8HE SWW7 UVOLT M2 | Low Lumen | 3500K | 3939 | 27.6 | 142.7 |
| | | | | 4000K | 4060 | 27 | 150.4 |
| | | | | 5000K | 3980 | 27.5 | 144.7 |
| | | | Med Lumen | 3500K | 4882 | 35.1 | 139.1 |
| | | | | 4000K | 5070 | 34 | 149.1 |
| | | | | 5000K | 4950 | 35 | 141.4 |
| | | | High Lumen | 3500K | 6321 | 47.2 | 133.9 |
| | | | | 4000K | 6590 | 45.5 | 144.8 |
| | | | | 5000K | 6420 | 47 | 136.6 |



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## Specifications

**INTENDED USE:**

CPX is a low-glare panel featuring an external driver. This cost-effective, reliable panel is visually comfortable and can be recessed mounted. Suitable for many applications such as schools, offices, retail, convenience stores and other commercial spaces. **Certain airborne contaminants can diminish integrity of acrylic. Click here for Acrylic Environmental Compatibility table for suitable uses.** Adjustable Lumen (ALO7, ALO8) and Switchable White (SWW7) configurations available. **U.S. Patent No. 10,681,784.**

**CONSTRUCTION:**

The extruded aluminum frame with satin white lens provides excellent shielding and uniform luminance. The low-profile design of CPX provides increased installation flexibility especially in restricted plenum spaces. The backplate includes integral T-bar clips for installation into T-grid ceilings.

**ELECTRICAL:**

Long-life LEDs, coupled with a high-efficiency driver, provide superior illumination for extended service life. Greater than 70% LED lumen maintenance at 50,000 hours (L70>50,000). 0-10V dimming driver, dims to 10% and contains non-isolated dimming leads.

**LISTINGS:**

CSA certified to meet US and Canadian standards. Damp location listed. IC rated. IP5X Rated. DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified. Rated for NSF/ANSI Standard 2 – Light Fixture for Splash Zone and Non Food Zone. NOM Certified. For use in non-fire-rated installations only.

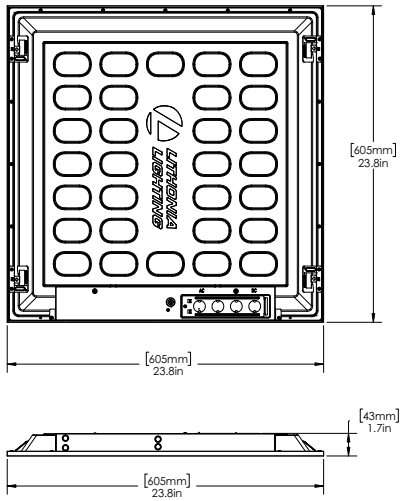
**WARRANTY:**

5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

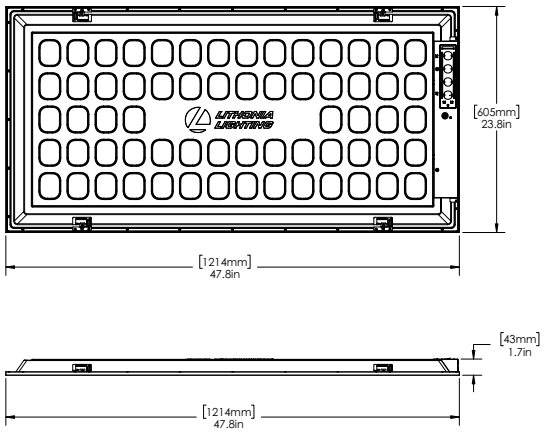
**Note**: Actual performance may differ as a result of end-user environment and application.
All values are design or typical values, measured under laboratory conditions at 25 °C.
Specifications subject to change without notice.

## Dimensions

### 2'x2'




### 2'x4'




All dimensions are inches (millimeters) unless otherwise indicated.



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## FEATURES & SPECIFICATIONS

**INTENDED USE** — The CPX Series LED is a low-glare panel featuring an external driver. This cost-effective, reliable flat panel is visually comfortable and can be recessed mounted. Suitable for many applications such as schools, offices, retail, convenience stores, hospitals, healthcare facilities and other commercial spaces. Certain airborne contaminants can diminish integrity of acrylic. **Click here for Acrylic Environmental Compatibility table for suitable uses**. Adjustable Lumen (ALO7, ALO8) and Switchable White (SWW7) configurations available. **U.S. Patent No. 10,681,784.**

**CONSTRUCTION** — The extruded Metal frame with satin white lens provides excellent shielding and uniform luminance. CPX's low-profile design provides increased installation flexibility especially in restricted plenum spaces. The back plate includes integral T-bar clips for installation into T-grid ceilings.

**ELECTRICAL** — Direct-lit Panel with Long-Life LEDs, coupled with a high-efficiency driver, provide superior illumination for extended service life. Greater than 70% LED lumen maintenance at 60,000 hours (L70>60,000). 0-10V dimming driver, dims to 10% and contains non-isolated dimming leads.

**LISTINGS** — CSA certified to meet US and Canadian standards. Damp location listed. IC rated. IP5X Rated. DesignLights Consortium® (DLC) Premium qualified product and DLC qualified product. Not all versions of this product may be DLC Premium qualified or DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified. Rated for NSF/ANSI Standard 2 - Light Fixture for Splash Zone and Non Food Zone. NOM Certified. For use in non-fire-rated installations only.

**WARRANTY** — 5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

**Note:** Actual performance may differ as a result of end-user environment and application.
All values are design or typical values, measured under laboratory conditions at 25 °C.
Specifications subject to change without notice.

# CPX LED PANEL

Non-Configurable
1' x 4', 2' x 2'and 2' x 4'



Switchable Lumens

† Tested in accordance with ISO 14644-1; suitable in ISO Class 5-9 positive and negative pressure clean rooms.

## Non-Configurable FIXTURES

**ORDERING INFORMATION**

| Catalog Number | UPC | Description | Lumens | Color Temperature | CRI | Voltage | Wattage | Efficacy | Pallet Qty. |
|---|---|---|---|---|---|---|---|---|---|
| CPX 2X4 4000LM 40K M2 | 191848338506 | 2x4 LED Panel | 4692 | 4000K | 80 | 120-277 | 38.9 | 121 | 20 |
| CPX 1X4 ALO7 SWW7 M4 | 194994568063 | 1X4 Switchable Panel | See Switchable Table | 3500K/4000K/5000K | >80 | 120-277 | See Switchable Table | See Switchable Table | 40 |
| CPX 1X4 ALO7HE SWW7 UVOLT M4 ‡ | 194994625926 | 1X4 Switchable Panel | See Premium Switchable Table | 3500K/4000K/5000K | >80 | 120-347 | See Premium Switchable Table | See Premium Switchable Table | 40 |
| CPX 1X4 ALO7 SWW7 IE10WCP | 194995604456 | 1X4 Switchable Panel with Battery ‡ | See Switchable Table | 3500K/4000K/5000K | >80 | 120-277 | See Switchable Table | See Switchable Table | 26 |
| CPX 2X2 ALO7 SWW7 M4 | 193048542806 | 2X2 Switchable Panel | See Switchable Table | 3500K/4000K/5000K | >80 | 120-277 | See Switchable Table | See Switchable Table | 40 |
| CPX 2X2 ALO7HE SWW7 UVOLT M4 ‡ | 194994371854 | 2X2 Switchable Panel | See Premium Switchable Table | 3500K/4000K/5000K | >80 | 120-347 | See Premium Switchable Table | See Premium Switchable Table | 40 |
| CPX 2X2 ALO7 SWW7 IE10WCP | 194995604494 | 2X2 Switchable Panel with Battery ‡ | See Switchable Table | 3500K/4000K/5000K | >80 | 120-277 | See Switchable Table | See Switchable Table | 26 |
| CPX 2X4 ALO8 SWW7 M2 | 193048542844 | 2X4 Switchable Panel | See Switchable Table | 3500K/4000K/5000K | >80 | 120-277 | See Switchable Table | See Switchable Table | 20 |
| CPX 2X4 ALO8HE SWW7 UVOLT M2 ‡ | 194994371861 | 2X4 Switchable Panel | See Premium Switchable Table | 3500K/4000K/5000K | >80 | 120-347 | See Premium Switchable Table | See Premium Switchable Table | 20 |
| CPX 2X4 ALO8 SWW7 IE10WCP | 194995604319 | 2X4 Switchable Panel with Battery ‡ | See Switchable Table | 3500K/4000K/5000K | >80 | 120-277 | See Switchable Table | See Switchable Table | 13 |

‡ Switchable CPX fixtures with IE10WCP will default to 5000K when in emergency mode.
‡ CPX UVOLT DLC Premium

# Non-Configurable CPX LED Flat Panel

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## SWITCHABLE PERFORMANCE DATA

| CPX Switchable Table | | | | | | |
|---|---|---|---|---|---|---|
| Size(ft) | Nomenclature | Lumen Package | CCT | Lumen | Wattage | Efficacy |
| 1x4 | CPX 1x4 ALO7 SWW7 M4 | Low Lumen | 3500K | 2430 | 19.7 | 123.4 |
| | | | 4000K | 2594 | 19.7 | 131.7 |
| | | | 5000K | 2483 | 19.5 | 127.3 |
| | | Med Lumen | 3500K | 3289 | 28.4 | 115.8 |
| | | | 4000K | 3583 | 27.2 | 131.7 |
| | | | 5000K | 3369 | 28.2 | 119.5 |
| | | High Lumen | 3500K | 3914 | 35.7 | 109.6 |
| | | | 4000K | 4280 | 33.7 | 127 |
| | | | 5000K | 4009 | 35.5 | 112.9 |
| 2x2 | CPX 2X2 ALO7 SWW7 M4 | Low Lumen | 3500K | 2399 | 19.1 | 125.6 |
| | | | 4000K | 2570 | 18.5 | 138.9 |
| | | | 5000K | 2456 | 19.1 | 128.6 |
| | | Med Lumen | 3500K | 3356 | 28.7 | 116.9 |
| | | | 4000K | 3649 | 27.5 | 132.7 |
| | | | 5000K | 3427 | 28.5 | 120.2 |
| | | High Lumen | 3500K | 4131 | 37.5 | 110.2 |
| | | | 4000K | 4564 | 35.8 | 127.5 |
| | | | 5000K | 4212 | 37.3 | 112.9 |
| 2x4 | CPX 2X4 AL08 SWW7 M2 | Low Lumen | 3500K | 3813 | 28.94 | 131.8 |
| | | | 4000K | 4033 | 28.1 | 143.5 |
| | | | 5000K | 3938 | 28.86 | 136.5 |
| | | Med Lumen | 3500K | 4677 | 36.8 | 127.1 |
| | | | 4000K | 5009 | 35.55 | 140.9 |
| | | | 5000K | 4834 | 36.65 | 131.9 |
| | | High Lumen | 3500K | 6048 | 50.56 | 119.6 |
| | | | 4000K | 6563 | 48.53 | 135.2 |
| | | | 5000K | 6241 | 50.24 | 124.2 |

| Product Type | Size(ft) | Nomenclature | Lumen Package | CCT (K) | Lumen | Wattage | Lumen/Wattage |
|---|---|---|---|---|---|---|---|
| CPX G2 Switchable CCT and Lumen Select UVOLT Premium | 2x2 | CPX 2X2 ALO7HE SWW7 UVOLT M4 | Low Lumen | 3500K | 2258 | 15.8 | 142.9 |
| | | | | 4000K | 2323 | 15.4 | 150.8 |
| | | | | 5000K | 2278 | 15.8 | 144.2 |
| | | | Med Lumen | 3500K | 3307 | 24.1 | 137.2 |
| | | | | 4000K | 3429 | 23.2 | 147.8 |
| | | | | 5000K | 3325 | 24.0 | 138.6 |
| | | | High Lumen | 3500K | 4168 | 31.9 | 130.6 |
| | | | | 4000K | 4401 | 30.5 | 144.3 |
| | | | | 5000K | 4208 | 31.7 | 132.7 |
| | 2x4 | CPX 2X4 ALO8HE SWW7 UVOLT M2 | Low Lumen | 3500K | 3939 | 27.6 | 142.7 |
| | | | | 4000K | 4060 | 27 | 150.4 |
| | | | | 5000K | 3980 | 27.5 | 144.7 |
| | | | Med Lumen | 3500K | 4882 | 35.1 | 139.1 |
| | | | | 4000K | 5070 | 34 | 149.1 |
| | | | | 5000K | 4950 | 35 | 141.4 |
| | | | High Lumen | 3500K | 6321 | 47.2 | 133.9 |
| | | | | 4000K | 6590 | 45.5 | 144.8 |
| | | | | 5000K | 6420 | 47 | 136.6 |
| | 1x4 | CPX 1X4 ALO7HE SWW7 UVOLT M4 | Low Lumen | 3500K | 2305 | 15.9 | 144.9 |
| | | | | 4000K | 2350 | 15.5 | 151.6 |
| | | | | 5000K | 2324 | 15.8 | 147.1 |
| | | | Med Lumen | 3500K | 3368 | 23.9 | 140.9 |
| | | | | 4000K | 3474 | 23.1 | 150.4 |
| | | | | 5000K | 3404 | 24 | 141.8 |
| | | | High Lumen | 3500K | 4242 | 31.3 | 135.5 |
| | | | | 4000K | 4445 | 30.1 | 147.7 |
| | | | | 5000K | 4297 | 31.3 | 137.3 |


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# Non-Configurable CPX LED Flat Panel

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## ACCESSORIES

| Accessories: *Order as separate catalog number.* | |
|---|---|
| ILBLP CP10 HE SD A | IOTA 10 Watt Constant Power, High Efficiency LED Emergency Driver for CA Title 20 ‡ |
| ELA PSDMT | Remote mount tray for ILBLP battery. |
| DGA14 | Drywall grid adapter for 1x4 recessed fixture. |
| DGA22 | Drywall grid adapter for 2x2 recessed fixture. |
| DGA24 | Drywall grid adapter for 2x4 recessed fixture. |
| 1X4SMKSH | Multi-Use Surface Mount Kit 1x4, Shallow Depth |
| 2X2SMKSH | Multi-Use Surface Mount Kit 2x2, Shallow Depth |
| 2X4SMKSH | Multi-Use Surface Mount Kit 2x4, Shallow Depth |
| 1X4SMKSHP PAF | Multi-Use Surface Mount Kit 1X4 Post-Paint |
| 2X2SMKSHP PAF | Multi-Use Surface Mount Kit 2X2 Post-Paint |
| 2X4SMKSHP PAF | Multi-Use Surface Mount Kit 2X4 Post-Paint |
| PAC 2DNF 36 | Panel Air Craft Kit, 2 cables with Y splitter, No Power Feed, 36 inches. Recommended for 2X2 or 1X4 Panel Fixture. |
| PAC 2DF 36 | Panel Air Craft Kit, 2 cables with Y splitter, with Power Feed, 36 inches. Recommended for 2X2 or 1X4 Panel Fixture.[1] |
| PAC 4DNF 36 | Panel Air Craft Kit, 4 cables, No Power Feed, 36 inches. Recommended for 2X4 or 2X2 or 1X4 Panel Fixtures. |
| PAC 4DF 36 | Panel Air Craft Kit, 4 cables, with Power Feed, 36 inches. Recommended for 2X4 or 2X2 or 1X4 Panel Fixtures.[1] |
| PAC 2DNF 72 | Panel Air Craft Kit, 2 cables with Y splitter, No Power Feed 72 inches. Recommended for 2X2 or 1X4 Panel Fixture. |
| PAC 2DF 72 | Panel Air Craft Kit, 2 cables with Y splitter, with Power Feed, 72 inches. Recommended for 2X2 or 1X4 Panel Fixture.[1] |
| PAC 4DNF 72 | Panel Air Craft Kit, 4 cables, No Power Feed, 72 inches. Recommended for 2X4 or 2X2 or 1X4 Panel Fixtures. |
| PAC 4DF 72 | Panel Air Craft Kit, 4 cables, with Power Feed, 72 inches. Recommended for 2X4 or 2X2 or 1X4 Panel Fixtures.[1] |
| RK8BDP 2P U | Disconnect Plug (BDP), 2 Pole, Package of 1 |
| RK8BDP 3P U | Disconnect Plug (BDP), 3 Pole, Package of 1 |
| RK8BDP 2P J10 | Disconnect Plug (BDP), 2 Pole, Package of 10 |
| RK8BDP 2P J40 | Disconnect Plug (BDP), 2 Pole, Package of 40 |

**Emergency Battery Delivered Lumens**

Use the formula below to determine the delivered lumens in emergency mode

**Delivered Lumens = 1.25 x P x LPW**

**P** = Output power of emergency driver (10W for PS1055)

**LPW** = Lumen per watt rating of the luminaire.

**Notes**
1 For MVOLT only, not available with 347V.

## Emergency Battery Pack Options - Field Installable

| Battery Model Number | Wattage | Runtime (Minutes) | Lumen Output* @ 120 Lumens/Watt | Other |
|---|---|---|---|---|
| ILB CP07 A M5 | 7W | 120 | 840 | Storm Shelter/ 2-hour Runtime |
| ILB CP10 A | 10W | 90 | 1200 | |
| ILBLP CP10 HE SD A | 10W | 90 | 1200 | Title 20, Self Diagnostic |
| ILBLP CP15 HE SD A | 15W | 90 | 1800 | Title 20, Self Diagnostic |
| ILB CP20 HE A | 20W | 90 | 2400 | Title 20 |
| ILB CP20 HE SD A | 20W | 90 | 2400 | Title 20, Self Diagnostic |

All the above are UL Listed products that are certified for field install external/remote to the fixture.
*Minimum delivered lumen output to assist in product selection for increased fixture mounting height.
The CP10 delivered emergency illumination outperforms legacy 1400 lumen fluorescent emergency ballast.
Please contact us at techsupport@iotaengineering.com for any Emergency Battery related questions.

## Lumen Maintenance

| Reported Lumen Maintenance | Forecasted Lumen Maintenance |
|---|---|
| L90 @ 52k Hrs / L80 @ >60k Hrs / L70 @ >60k Hrs | L90 @ 52k Hrs / L80 @ 108k Hrs / L70 @ 170k Hrs |

*Note - Reported LM based on IES standard 6X test period for LM-80 report. Forecasted LM based on TM-21 report extrapolation past 6X LM-80 testing.

CPX compatible with Sensor Switch™ WSX-D and SPOD wall switches.



WSX-D



SPOD

## PHOTOMETRICS

See www.lithonia.com for photometry reports.


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# Non-Configurable CPX LED Flat Panel

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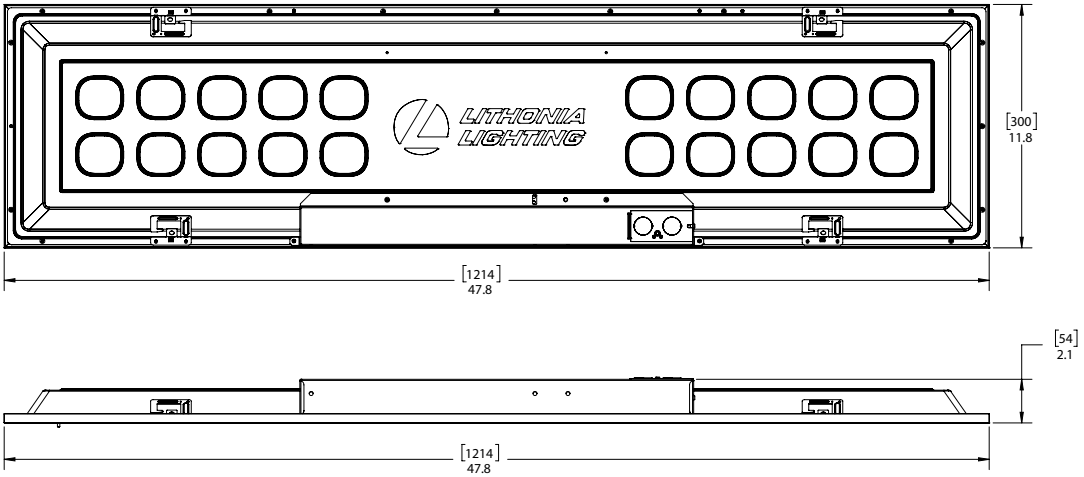
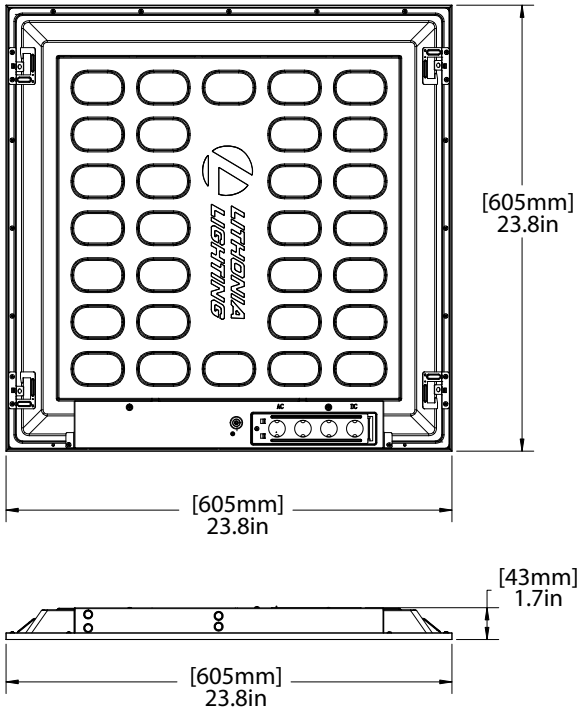
## DIMENSIONS

Length: 47.8" 121.4cm
Width: 11.8" 30.0cm
Depth: 2.1" 5.4cm
Weight:
Unit: 8.11lbs
Unit Carton: 15.1lbs




Length: 23.8" 60.5cm
Width: 23.8" 60.5cm
Depth: 1.7" 4.3cm
Weight:
Unit: 9.45lbs
Unit Carton: 10.45lbs
Master Carton: 39.5lbs





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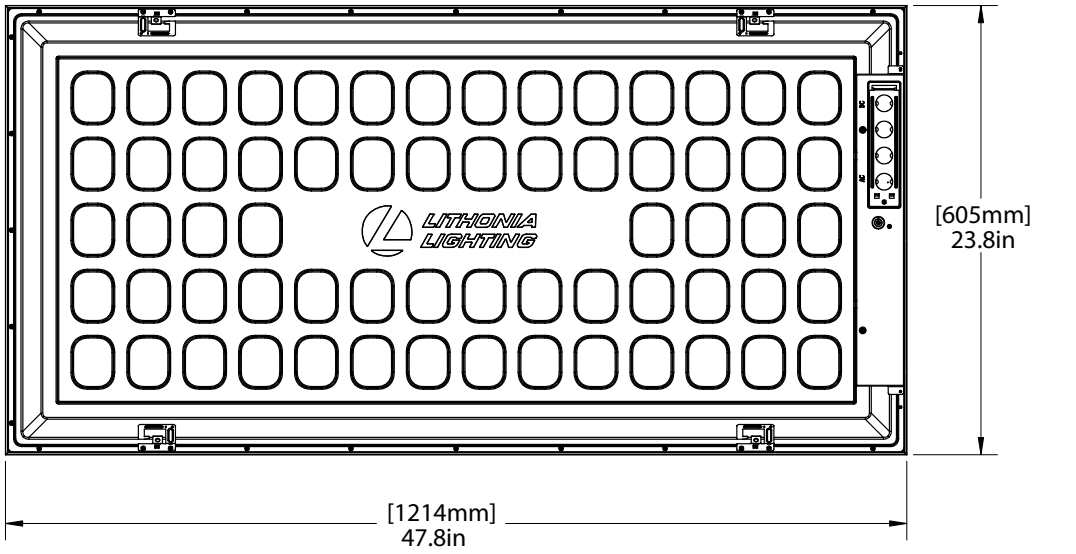
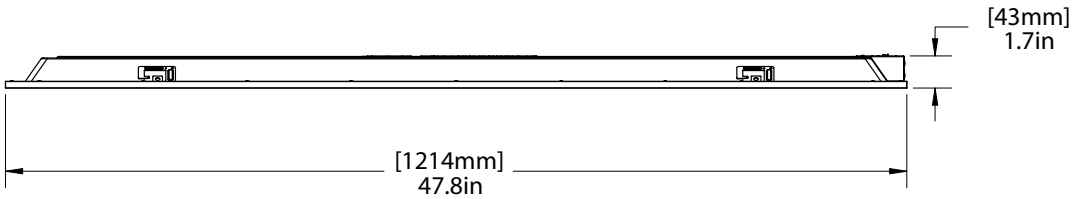
# Non-Configurable CPX LED Flat Panel

DIGITAL NAVIGATION | Home | Ordering | Photometrics | Performance Data

## DIMENSIONS

Length: 47.8 (121.4)
Width: 23.8" 60.5cm
Depth: 1.7" 4.3CM
Weight:
Unit: 17.05lbs
Unit Carton: 19.05lbs
Master Carton: 36.55lbs





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LITHONIA LIGHTING®

# LBR4



**4" Open and Wallwash LED Retrofit/Remodel Downlight**

**Retrofit | Remodel**



**Open Trim**



**Wallwash Trim**

## FEATURES & SPECIFICATIONS

**INTENDED USE** — Typical applications include corridors, lobbies, conference rooms and private offices.

**CONSTRUCTION** — Retrofit, remodel, and new construction mounting types. See table for compatible ceiling openings and thickness range.

Optional goof rings available for additional overlap trim coverage.

1/2"-1-1/2" ceiling thickness

25° ambient temperature

IC rated up to 1000lm

**OPTICS** — LEDs are binned to a 3-step Mac Adam Ellipse. 55° cutoff

New construction frame accessories approved for 8 (4 in/4 out) No. 12 AWG conductors rated for 90°C through wiring.

80CRI standard (90CRI optional)

**UGR** — UGR is zero for fixtures aimed at nadir with a cut-off equal to or less than 60deg, per CIE 117-1996 Discomfort Glare in Interior Lighting. UGR FAQ

**ELECTRICAL** — Adjustable lumen output with four module options. Fixed lumen options also available.

MVOLT 120/277V 50/60Hz driver (0-10V & 120V Phase Dimming to 10% or 1% min dimming level)

FCC CFR Title 47 Part 15 Class A for 277V. FCC CFR Title 47 Part 15 Class B for 120V

**LUMEN MAINTENANCE** — L80 at 60,000 hours

**LISTINGS** — Certified to US and Canadian safety standards. Damp location standard (Wet Location (WL) optional, requires covered ceiling). TAA compliant. UFC (3-530-01) specification compliant for power factor and THD. GSA P100 6.2.4 compliant for power quality at full output; compliant up to 2000lm at fully dimmed output. Drivers are ROHS compliant

Title 24 compliant (90CRI, up to 1000lm).

**WARRANTY** — 5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

**Note:** Actual performance may differ as a result of end-user environment and application.
All values are design or typical values, measured under laboratory conditions at 25 °C.
Specifications subject to change without notice.

### Performance Data

| LBR4 AR LSS MWD | | 80CRI | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Lumen Output | Wattage | 30K/80CRI | | 35K/80CRI | | 40K/80CRI | | 50K/80CRI | |
| | | Delivered Lumens | LPW | Delivered Lumens | LPW | Delivered Lumens | LPW | Delivered Lumens | LPW |
| ALO1 (500LM) | 6 | 570 | 99 | 584 | 101 | 597 | 102 | 616 | 105 |
| ALO1 (750LM) | 9 | 903 | 102 | 924 | 103 | 946 | 105 | 975 | 108 |
| ALO1 (1000LM) | 13 | 1268 | 98 | 1297 | 100 | 1328 | 102 | 1369 | 104 |
| ALO2 (1000LM) | 13 | 1344 | 108 | 1375 | 110 | 1408 | 112 | 1451 | 115 |
| ALO2 (1500LM) | 19 | 1961 | 105 | 2007 | 106 | 2055 | 108 | 2118 | 111 |
| ALO2 (2000LM) | 25 | 2471 | 99 | 2528 | 101 | 2588 | 103 | 2668 | 105 |
| ALO3 (2000LM) | 25 | 2542 | 103 | 2601 | 104 | 2663 | 106 | 2745 | 109 |
| ALO3 (2500LM) | 32 | 3069 | 98 | 3140 | 99 | 3214 | 101 | 3314 | 103 |
| ALO3 (3000LM) | 38 | 3485 | 93 | 3566 | 94 | 3651 | 96 | 3764 | 98 |
| ALO4 (4000LM) | 39 | 4094 | 106 | 4178 | 108 | 4262 | 110 | 4303 | 111 |
| ALO4 (4500LM) | 44 | 4519 | 103 | 4611 | 105 | 4703 | 107 | 4749 | 108 |
| ALO4 (5000LM) | 49 | 4915 | 100 | 5015 | 102 | 5115 | 104 | 5165 | 105 |

| LBR4 MS MWD | | 80CRI | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Lumen Output | Wattage | 30K/80CRI | | 35K/80CRI | | 40K/80CRI | | 50K/80CRI | |
| | | Delivered Lumens | LPW | Delivered Lumens | LPW | Delivered Lumens | LPW | Delivered Lumens | LPW |
| ALO1 (500LM) | 6 | 479 | 83 | 490 | 85 | 502 | 87 | 517 | 89 |
| ALO1 (750LM) | 9 | 758 | 85 | 776 | 87 | 794 | 89 | 819 | 92 |
| ALO1 (1000LM) | 13 | 1065 | 82 | 1089 | 84 | 1115 | 86 | 1150 | 89 |
| ALO2 (1000LM) | 13 | 1129 | 90 | 1155 | 92 | 1182 | 95 | 1219 | 98 |
| ALO2 (1500LM) | 19 | 1648 | 87 | 1686 | 89 | 1726 | 91 | 1779 | 94 |
| ALO2 (2000LM) | 25 | 2075 | 83 | 2124 | 85 | 2174 | 87 | 2241 | 90 |
| ALO3 (2000LM) | 25 | 2135 | 86 | 2185 | 88 | 2237 | 90 | 2306 | 93 |
| ALO3 (2500LM) | 32 | 2578 | 82 | 2638 | 83 | 2700 | 85 | 2784 | 88 |
| ALO3 (3000LM) | 38 | 2927 | 78 | 2995 | 79 | 3066 | 81 | 3162 | 84 |
| ALO4 (4000LM) | 39 | 3439 | 89 | 3510 | 91 | 3580 | 92 | 3615 | 93 |
| ALO4 (4500LM) | 44 | 3796 | 86 | 3873 | 88 | 3951 | 90 | 3989 | 91 |
| ALO4 (5000LM) | 49 | 4128 | 84 | 4213 | 85 | 4297 | 87 | 4339 | 88 |

- Tested in accordance with IESNA LM-79-08. u8226
- Tested to current IES and NEMA standards under stabilized laboratory conditions.
- CRI: 80 typical

design select

Items marked by a shaded background qualify for the Design Select program and ship in 15 days or less. To learn more about Design Select, visit www.acuitybrands.com/designselect.
*See ordering tree for details

battery pack

# LBR4

Design Select options indicated by this color background.

## Module ordering

**ORDERING INFORMATION** Lead times will vary depending on options selected. Consult with your sales representative.

Example: LBR4 ALO2 SWW1 AR LSS MWD MVOLT UGZ 90CRI

| LBR4 | 10LM | 35K | AR | TRW | LSS |
|---|---|---|---|---|---|
| **Series** | **Lumens ‡** | **Color temperature ‡** | **Reflector Color** | **Reflector Flange ‡** | **Reflector Finish** |
| LBR4 4" Retrofit | **Adjustable Lumen Output** | **Switchable CCT** | AR Clear | (blank) Self-flanged | LSS Semi-specular |
| LBR4WW ‡ 4" Retrofit Wallwash | ALO1 500/750/1000lm | SWW1 3000K-3500K-4000K-5000K | BR ‡ Black painted | TRW White painted flange | |
| | ALO2 1000/1500/2000lm | **Fixed CCT** | MS ‡ Metallic Silver | TRBL Black painted flange | |
| | ALO3 2000/2500/3000lm | 27K 2700K | WR ‡ White painted | FCPC Custom painted flange only | |
| | ALO4 4000/4500/5000lm | 30K 3000K | TCPC ‡ Custom painted trim | FRALTBD RAL painted flange only | |
| | **Fixed Lumen Output** | 35K 3500K | TRALTBD ‡ RAL painted trim | | |
| | 05LM 500lm | 40K 4000K | | | |
| | 07LM 750lm | 50K 5000K | | | |
| | 10LM 1000lm | | | | |
| | 15LM 1500lm | | | | |
| | 20LM 2000lm | | | | |
| | 25LM 2500lm | | | | |
| | 30LM 3000lm | | | | |
| | 40LM 4000lm | | | | |
| | 45LM 4500lm | | | | |
| | 50LM 5000lm | | | | |

| MWD | MVOLT | UGZ | | | |
|---|---|---|---|---|---|
| **Distribution** | **Voltage** | **Driver** | **Emergency ‡** | **Control Input ‡** | **Options** |
| MWD Medium wide (1.0 s/mh) | MVOLT | UGZ Universal dimming to 10% 0-10V; line voltage dimming (120V) | (blank) No Emergency Needed | (blank) No Control Input Needed | 90CRI High CRI (90+) |
| WD Wide (1.2s/mh) | 120 | UGZ1 Universal dimming to 1% 0-10V; line voltage dimming (120V) | ELR Battery pack (10W constant power) Non-T20 Compliant remote test switch | SSAIR Wireless standalone embedded control by SensorSwitch | AT ‡ Airtight |
| WW ‡ Wallwash | 277 | DALI ‡ DALI dimming to 1% | ETS Iota Emergency Transfer System | NLIGHT Embedded wired controls from nLight | EC1 ‡ Extended Conduit (18") |
| | 347 | D1 Minimum dimming 1% driver for use with SSAIR | E10WCP Battery pack (10W constant power) T20 Compliant integral test switch | NLIGHTER Embedded wired controls from nLight with UL924 listed emergency operation | EC6 ‡ Extended Conduit (6ft) |
| | | | E10WCPR Battery pack (10W constant power) T20 Compliant remote test switch | NLTAIR2 nLight® Air enabled | WL ‡ Wet Location (IP55) |
| | | | E10WRSTAR Emergency battery pack, 10W with remote test switch and Iota STAR technology | NLTAIREM2 nLight® AIR Dimming Pack Wireless Controls. UL924 Emergency Operation, via power interrupt detection. | QDS ‡ Quick disconnect plugs |
| | | | | | CP ‡ Chicago Plenum |

**NOTE:** ‡ indicates option value has ordering restrictions. Please reference the Option Value Ordering Restictions chart below.

**‡ Option Value Ordering Restrictions**

| Options | Restriction |
|---|---|
| Adjustable Lumens/CCT | Adjustable Lumen Output and Switchable CCT must be specified together (for Example: ALO1 SWW1) |
| Fixed Lumens/CCT | Fixed Lumen Output and Fixed CCT must be specified together (for Example: 10LM 30K) |
| WW | Not available with WL, EL, E10WCP. |
| MS, WR, BR | Not available with LSS reflector finish |
| WR | Not available with TRW |
| BR | Not available with TRBL |
| TRALTBD, FRALTBD | RALTBD for pricing only. Replace with applicable RAL number and finish when ready to order. See the RAL BROCHURE for available color options. Not available with TCPC or FCPC. |
| TCPC, FCPC | CPC options for pricing only. Custom color chip needs to be sent in to your Customer Resolution specialist before order can be processed. Click HERE for more details. Not available with TRAL or FRAL. |
| TRW, TRBL | Available with MS and AR reflectors only. |
| LSS | Not available with BR or WR or MS |
| 347V | Not available with CP, QDS, ELR, E10WCP, E10WCPR, NLIGHT, NLIGHTER, NLTAIR2, or NLTAIREM2 |
| DALI | Not available with fixed lumens or CCT. Max 4500 lumens. |
| E10WCPR | Not available with EC1, EC6, AT, QDS, CP, 347V, NLIGHTER, NLTAIREM2, WL, ALO3 & ALO4 w/DALI, OR 2000-4500 lumens w/SSAIR. |
| E10WCP | Not available with WW, EC1, EC6, AT, QDS, CP, 347V, NLIGHTER, NLTAIREM2, WL, ALO3 & ALO4 w/DALI, OR 2000-4500 lumens w/SSAIR. |
| E10WSTAR | Not available with wet location, EC1, EC6, QDS, CP, 347V, NLIGHTER, NLTAIREM2, ALO3 & ALO4 w/DALI, OR 2000-4500 lumens w/SSAIR. Top access installation or 17.5" plenum clearance required for roomside installation. Not available with integral test switch |
| ELR | Not available EC1, EC6, QDS, CP, 347V, NLIGHTER, NLTAIREM2, ALO3 & ALO4 w/DALI, OR 2000-4500 lumens w/SSAIR. |
| ETS | Not available with, QDS, ELR, E10WCP, E10WCPR, 347V, SSAIR, NLIGHT, NLIGHTER, NLTAIR2, NLTAIREM2, DALI, or D1 driver |
| SSAIR | Only available with D1 driver. Not available with CP, NLIGHT, NLIGHTER, NLTAIR2, NLTAIREM2, UGZ, or DALI drivers. Max 4500 lumens. Fixed lumens and CCT only. Not available with 2000-4500lm in conjunction with emergency batterypacks. |
| NLIGHT | Must specify UGZ1. Not available with CP, QDS, SSAIR, ETS, UGZ, DALI, or D1 drivers. Not available with 347V. |
| NLIGHTER | Must specify UGZ1. Not available with CP, QDS, ELR, E10WCP, E10WCPR, DALI, or D1 drivers. Not available with 347V. |
| NLTAIR2 | Must specify UGZ1. Not available with CP, QDS, SSAIR, ETS, UGZ, DALI, or D1 drivers. See UL 924 Sequence of Operation table. Non-emergency luminaires with this option can be used as a normal power sensing device for nLight AIR devices and luminaires with EM emergency options. Not available with 347V. |
| NLTAIREM2 | Must specify UGZ1. Not available with CP, QDS, SSAIR, ETS, ELR, E10WCP, E10WCPR, DALI, D1 drivers. See UL 924 Sequence of Operation table. |
| WL | Not available with WW, All CP is wet location, except WW (Damp). IP55 rated. Not available with E10WCP |
| QDS | Must be specified for use with LBR_PFWQDS. Not Available with CP, emergency options, or 347V. |
| EC1, EC6 | Not Available with CP,QDS, ELR, E10WCP, or E10WCPR. |
| AT | Standard for CP and IP55, not available with WW. Not available with E10WCP |
| CP | Not available with, QDS, EC1, EC6, ELR, E10WCPR, 347V, SSAIR, NLTAIR2, NLTAIREM2, D1 drivers. For new construction applications, must be specified with LBR_PFWCP. |


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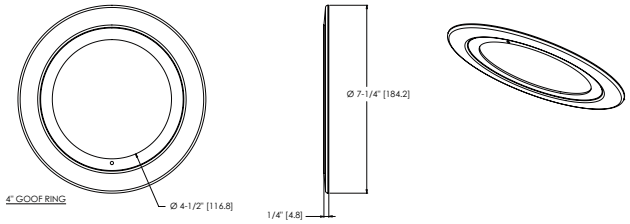
# LBR4

| **Accessories:** *Order as separate catalog number. Shipped separately.* | |
|---|---|
| LBRGR56** | Goof ring 5-3/4" to 6-3/4" for LBR4 (** specify BR or WR) |
| LBRCPGR56** | Chicago Plenum Goof ring 5-3/4" to 6-3/4" for LBR4 |
| LBRO4 AR LSS TRIM | 4" clear, semi-specular reflector |
| LBRO4 ** TRIM | 4" reflector (** specify MS, WR, BR) |
| LBRW4 AR LSS TRIM | 4" clear, semi-specular wallwash |
| LBRW4 ** TRIM | 4" wallwash (** specify MS, WR, BR) |
| LBR46810HB FPAN U | Mounting plate 4"-10" unit pack |
| LBR46810HB FPAN J10 | Mounting plate 4"-10" 10-pack |
| LBR SDT 347V 75W ASM | Field installed 347V Step-down transformer |
| SCA4 | Sloped Ceiling Adapter. Degree of slope must be specified (5D, 10D, 15D, 20D, 25D, 30D). Ex: SCA4 10D. |




| Module | Mounting Frame Accessory | Compatible Fixture Options |
|---|---|---|
| LBR4 | LBR4PF | QDS, EC1, EC6, |
| | LBR4PFW | Base fixture only |
| | LBR4PFW EM | ELR, E10WCPR, E10WCP, E10WRSTAR |
| | LBR4PFWQDS | QDS fixture only |
| LBR4WW | LBR4PF | QDS, EC1, EC6, |
| | LBR4PFW | Base fixture only |
| | LBR4PFW EM | ELR, E10WCPR, E10WRSTAR |
| | LBR4PFWQDS | QDS fixture only |

## Emergency Battery Pack Options - Field Installable

| Battery Model Number | Wattage | Runtime (Minutes) | Lumen Output* @ 120 Lumens/Watt | Other |
|---|---|---|---|---|
| ILB CP07 2H A | 7W | 120 | 840 | Storm Shelter / 2 Hour Runtime |
| ILB CP10 A | 10W | 90 | 1200 | |
| ILBLP CP10 HE SD A+ | 10W | 90 | 1200 | Title 20, Self Diagnostic |
| ILBLP CP15 HE SD A+ | 15W | 90 | 1800 | Title 20, Self Diagnostic |
| ILB CP20 HE A | 20W | 90 | 2400 | Title 20 |
| ILB CP20 HE SD A | 20W | 90 | 2400 | Title 20, Self Diagnostic |
| ILBHI CP10 HE SD A+ | 10W | 90 | 1200 | 347-480V AC Input, Title 20, Self Diagnostic |
| ILBHI CP15 HE SD A+ | 15W | 90 | 1800 | 347-480V AC Input, Title 20, Self Diagnostic |

All the above are UL Listed products that are certified for field install external/remote to the fixture.
*Minimum delivered lumen output to assist in product selection for increased fixture mounting height.
The CP10 delivered emergency illumination outperforms legacy 1400 lumen fluorescent emergency ballast.
Please contact us at techsupport@iotaengineering.com for any Emergency Battery related questions.



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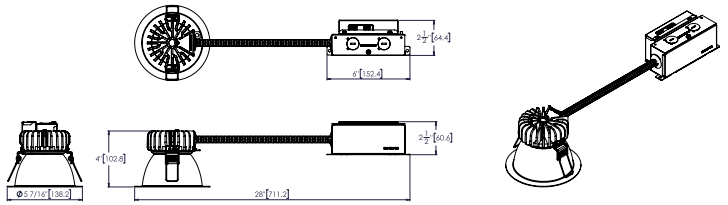
# LBR4

| PLENUM DEPTH TABLE | | | | |
|---|---|---|---|---|
| Aperture Size/Output | Plenum Depth* | IC | Non-IC | Non-IC Marked Spacing |
| LBR4 500-1000 Lumen | 3.44 | X | | |
| LBR4 1000-2000 Lumen | 3.44 | | X | |
| LBR4 2000-3000 Lumen | - | | | 24x24x9 |
| LBR4 4000-5000 Lumen | - | | | 24x24x9 |

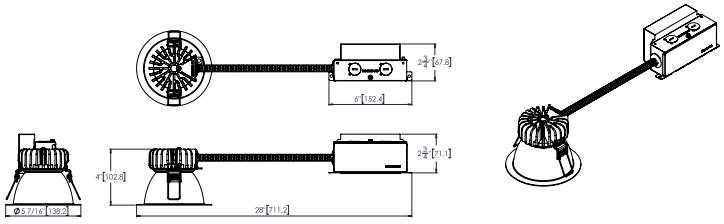
*Above unfinished 1/2" ceiling plane

| CEILING COVERAGE TABLE | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Series | | Aperture | Trim Flange OD | Min ceiling opening | Ceiling Thickness | Max ceiling opening | Max Ceiling Opening with Goof Ring | Overall Goof Ring OD |
| LBR4 | ROUND | 4-1/4" | 5-7/16" | 4-1/2" | 1/2" | 5-1/8" | 5-1/8" | 7-1/4" |
| LBR4 | | | | | 1-1/2" | | 5-3/4" | |

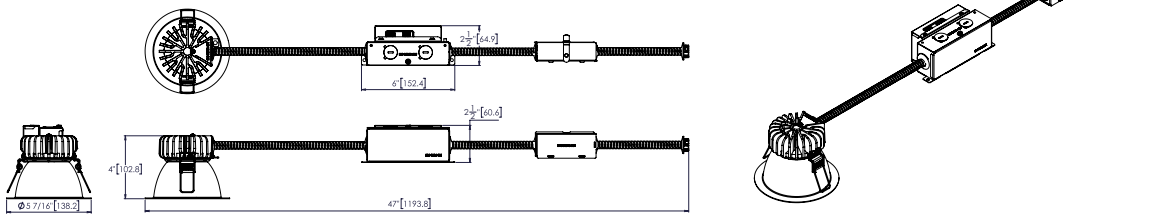
* All dimensions are inches (millimeters) unless otherwise noted.



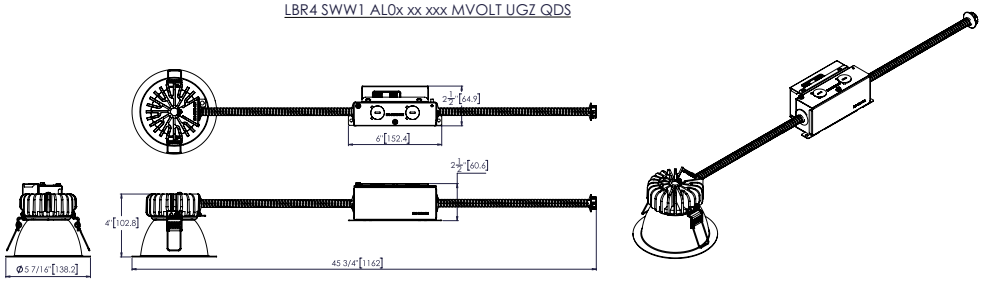
LBR4 SWW1 AL0x xx xxx MVOLT UGZ



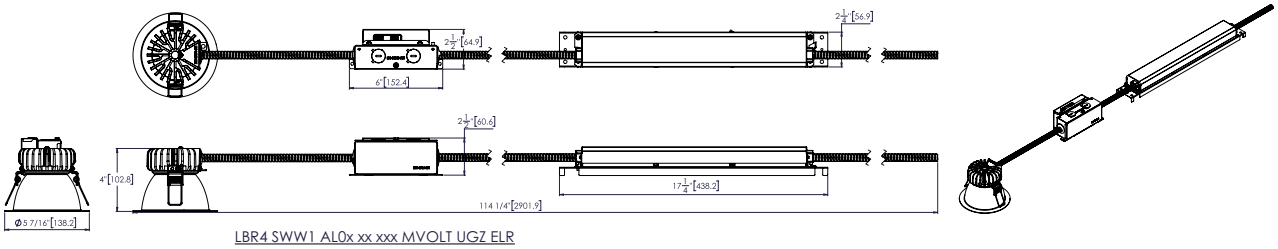
LBR4 SWW1 AL01/2 xx xxx MVOLT DALI



LBR4 SWW1 AL0x xx xxx MVOLT UGZ QDS



LBR4 SWW1 AL0x xx xxx MVOLT UGZ EC1



LBR4 SWW1 AL0x xx xxx MVOLT UGZ ELR



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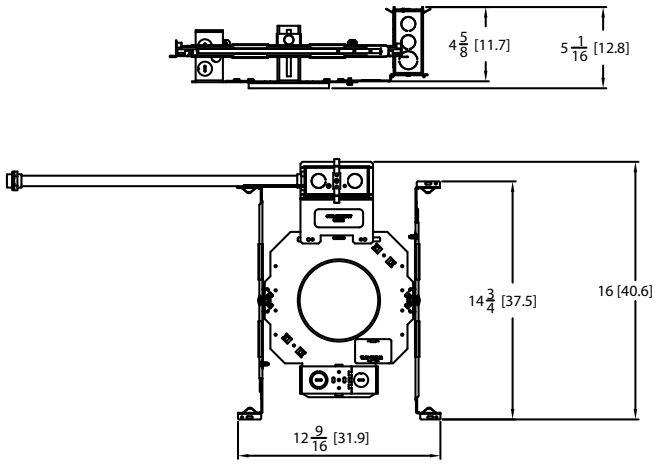
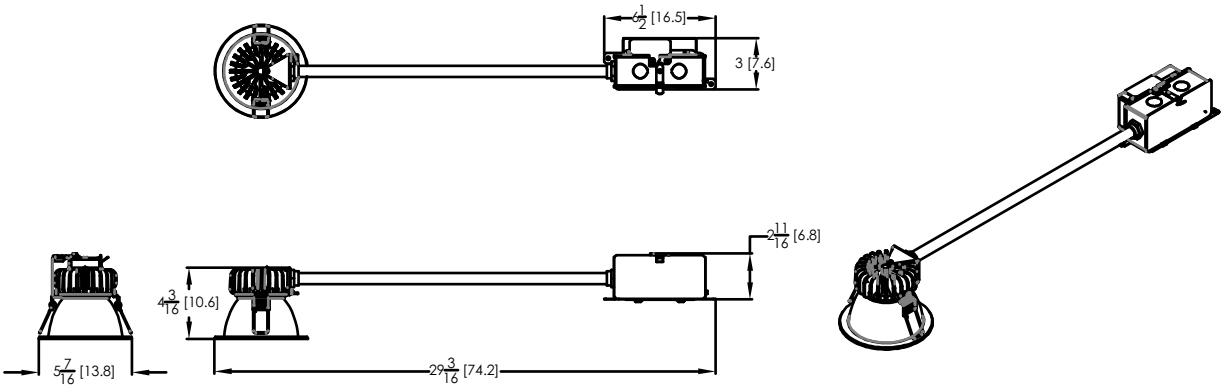
# LBR4

* All dimensions are inches (millimeters) unless otherwise noted.

LBR4PFWCP




LBR4 SWW1 ALOx MVOLT UGZ CP



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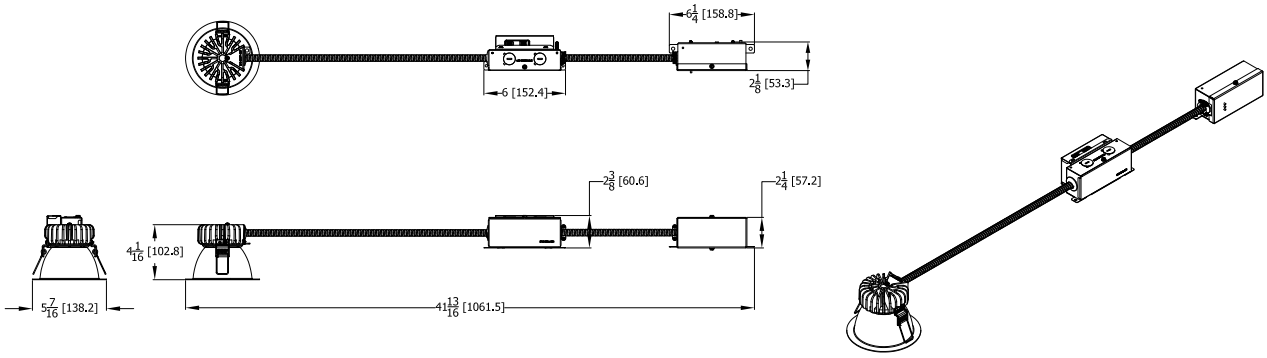
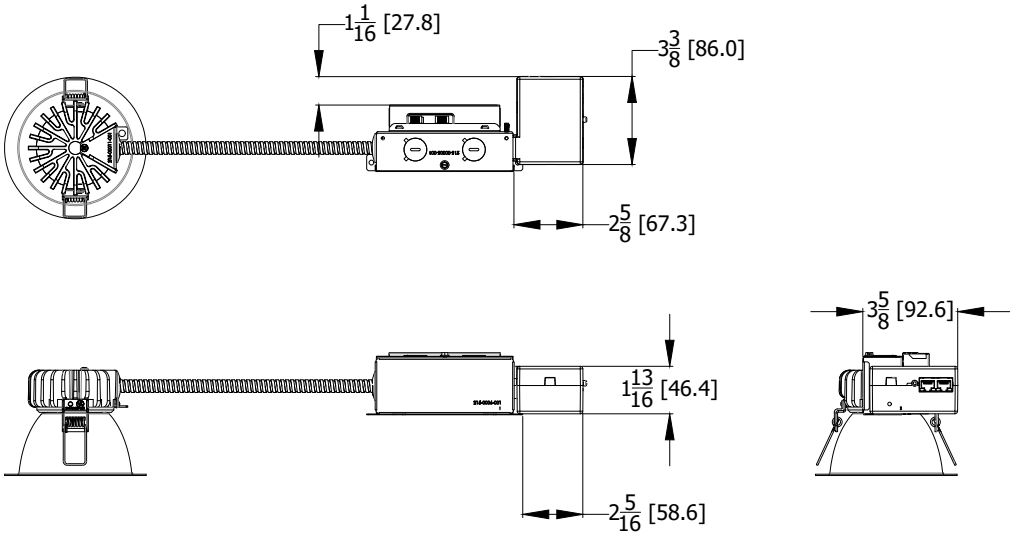
# LBR4

* All dimensions are inches (millimeters) unless otherwise noted.

LBR4 ALOx SWW1 xx xxx 347 UGZ




LBRx nLIGHT



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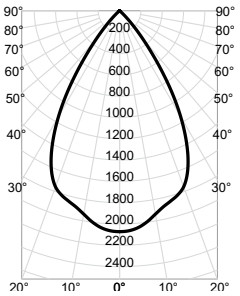
# LBR4

## PHOTOMETRY

**Distribution Curve** | **Distribution Data** | **Output Data** | **Illuminance Data at 30" Above Floor for a Single Luminaire**

### LBR4 SWW1 ALO2 AR LSS MWD MVOLT UGZ, Input Watts: 18.1, Delivered Lumens: 1929, LPW: 106.6, S/MH: 0.98, Test No: 20-518-01




**CP Summary**

| 0° | |
|---|---|
| 0° | 2,072 |
| 5° | 2,040 |
| 15° | 1,849 |
| 25° | 1,519 |
| 35° | 694 |
| 45° | 99 |
| 55° | 4 |
| 65° | 2 |
| 75° | 1 |
| 85° | 0 |
| 90° | 0 |

**Zonal Lumen Summary**

| Zone | Lumens | % Fixture |
|---|---|---|
| 0° - 30° | 1,396 | 72% |
| 0° - 40° | 1,828 | 95% |
| 0° - 60° | 1,926 | 100% |
| 0° - 90° | 1,929 | 100% |
| 90° - 180° | 0 | 0% |
| 0° - 180° | 1,929 | 100% |

**Cone of Light**

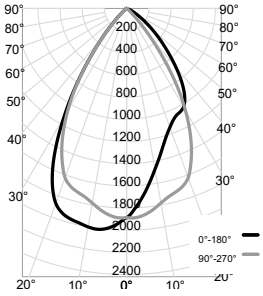
| Mounting Height | Initial FC Center Beam | Beam Diameter |
|---|---|---|
| 6.0 | 57.6 | 7.3 |
| 8.0 | 32.4 | 9.7 |
| 10.0 | 20.7 | 12.1 |
| 12.0 | 14.4 | 14.6 |
| 14.0 | 10.6 | 17.0 |

Beam Angle: 62.5°
Field Angle: 84.3°

**Luminance (cd/sq.m)**

| | Average Luminance |
|---|---|
| 0° | 231,856 |
| 45° | 15,711 |
| 55° | 858 |
| 65° | 529 |
| 75° | 346 |
| 85° | 257 |

### LBR4WW SWW1 ALO2 AR LSS WW MVOLT UGZ, Input Watts: 18.1, Delivered Lumens: 1922, LPW: 106.2, S/MH: 0.73, Test No: 20-518-02




**CP Summary**

| | 0° | 90° |
|---|---|---|
| 0° | 1,888 | 1,888 |
| 5° | 1,698 | 1,868 |
| 15° | 1,279 | 1,714 |
| 25° | 1,064 | 1,383 |
| 35° | 899 | 673 |
| 45° | 483 | 101 |
| 55° | 189 | 8 |
| 65° | 50 | 5 |
| 75° | 10 | 2 |
| 85° | 1 | 0 |
| 90° | 0 | 0 |

**Zonal Lumen Summary**

| Zone | Lumens | % Fixture |
|---|---|---|
| 0° - 30° | 1,242 | 65% |
| 0° - 40° | 1,686 | 88% |
| 0° - 60° | 1,900 | 99% |
| 0° - 90° | 1,922 | 100% |
| 90° - 180° | 0 | 0% |
| 0° - 180° | 1,922 | 100% |

**Luminance (cd/sq.m)**

| | Average Luminance |
|---|---|
| 0° | 211,270 |
| 45° | 76,388 |
| 55° | 36,885 |
| 65° | 13,210 |
| 75° | 4,496 |
| 85° | 1,284 |

| LUMEN OUTPUT MULTIPLIERS - CCT | | | |
|---|---|---|---|
| 3000K | 3500K | 4000K | 5000K |
| 0.98 | 1.0 | 1.01 | 1.03 |

| LUMEN OUTPUT MULTIPLIERS - FINISH | |
|---|---|
| Clear Semi-spec (AR LSS) | 1.0 |
| Metallic Silver (MS) | 0.84 |
| White Painted (WR) | 1.03 |
| Black Painted (BR) | 0.60 |

| LUMEN OUTPUT MULTIPLIERS - CRI | |
|---|---|
| 80 | 1.0 |
| 90 | 0.874 |

### HOW TO ESTIMATE DELIVERED LUMENS IN EMERGENCY MODE

Use the formula below to estimate the delivered lumens in emergency mode

**Delivered Lumens = 1.25 x P x LPW**

P = Ouput power of emergency driver. P = 10W

LPW = Lumen per watt rating of the luminaire. This information is available on the ABL luminaire spec sheet.
The LPW rating is also available at Designlight Consortium.



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# LBR4

## DIMMER COMPATIBILITY

Not compatible with DALI or DMX dimmers. For specific compatible dimmers see below.

| LINE VOLTAGE DIMMING: | | | | | | |
|---|---|---|---|---|---|---|
| Type | **Forward Phase** | ALO1 (500-1000lm) | ALO2 (1000-2000lm) | ALO3 (2000-3000lm) | ALO4 (3000-5000lm) | Comment |
| MLV | Sensorswitch WPD | YES | YES | YES | YES | |
| MLV | Sensorswitch CMR PDT10 ADC VLP | YES | YES | YES | YES | |
| MLV | Synergy ISD 600LV | YES, 2x * | YES | YES | YES | * min 2 fixtures |
| INC | Synergy ISD 600 I | YES, 2x * | YES | YES | YES | * min 2 fixtures |
| MLV | Lutron Glyder GLV-600 | YES | YES | YES | YES | |
| INC | Leviton SureSlide 6633 | YES | YES | YES | YES | |
| MLV | Lutron Diva DVLV-600P | YES | YES | YES | YES | |
| MLV | Lutron Skylark SLV-600P | YES | YES | YES | YES | |
| INC | Lutron RadioRA 2 10ND | YES | YES | YES | YES | |
| MLV | Leviton SureSlide 6613-PLW | YES | YES | YES | YES | |
| INC | Lutron Diva DVCL-153P | YES | YES | YES | YES | |
| MLV | Leviton IPM06 | YES, 2x * | YES | YES | YES | * min 2 fixtures |
| INC | **Leviton IPI06** | YES, 2x * | YES | YES | YES | * min 2 fixtures |
| INC | **Control4 C4-FPD 120** | YES | YES | YES | YES | |
| | | | | | | |
| Type | Reverse Phase Dimmer Bank | ALO1 (500-1000lm) | ALO2 (1000-2000lm) | ALO3 (2000-3000lm) | ALO4 (3000-5000lm) | |
| ELV | Lutron Nova T NTELV-600 | YES | YES | YES | YES | |
| ELV | Lutron Diva DVELV 600P | YES | YES | YES | YES | |
| ELV | Lutron Maestro MAELV 600 | YES | YES | YES | YES | |
| ELV | Leviton Vizia VPE06-1LX | YES | YES | YES | YES | |
| ELV | **Leviton Illumatech IPE04** | YES | YES | YES | YES | |
| ELV | **Control4 C4-APD 120 REVERSE PHASE** | YES | YES | YES | YES | |
| | | | | | | |
| Type | Miscellaneous Dimmers | ALO1 (500-1000lm) | ALO2 (1000-2000lm) | ALO3 (2000-3000lm) | ALO4 (3000-5000lm) | |
| PHA | Lutron RadioRA2 RRD-6NA | YES | YES | YES | YES | |
| PHA | **Lutron Maestro PRO LED+ RRD-PRO** | YES | YES | YES | YES | |
| | | | | | | |
| Type | Control Systems | ALO1 (500-1000lm) | ALO2 (1000-2000lm) | ALO3 (2000-3000lm) | ALO4 (3000-5000lm) | |
| MLV | Lutron LP-RPM-4U | YES | YES | YES | YES | |
| PHA | Lutron LP-RPM-4A | YES | YES | YES | YES | |
| MLV | Lutron GRAPHIC EYE QSGRJ-3P | YES | YES | YES | YES | |
| PHA | Lutron PA Power Module PHPM-PA-120 | YES | YES | YES | YES | |
| ELV | Lutron nLight nSP5PCD ELV | YES | YES | YES | YES | |

## DIMMER COMPATIBILITY

Not compatible with DALI or DMX dimmers. For specific compatible dimmers see below.

| 0-10V DIMMING: | | | | | | | |
|---|---|---|---|---|---|---|---|
| Manufacturer | System Type | Description | P/N | ALO1 (500-1000lm) | ALO2 (1000-2000lm) | ALO3 (2000-3000lm) | ALO4 (3000-5000lm) |
| ACUITY | Wall Box | sensorswitch, dimming switch with multi-way option | SPODMRA | YES | YES | YES | YES |
| ACUITY | Wall Box | sensorswitch, wall switch sensor, occupancy controlled dimming | WSX D WH | YES | YES | YES | YES |
| ACUITY | Control System | nLight | nPP16D | YES | YES | YES | YES |
| ACUITY | Control System | nLight | nPS 80 EZ | YES | YES | YES | YES |
| ACUITY | Control System | nLight Air | rPP20 D | YES | YES | YES | YES |
| Lutron | Other | 0-10V (sink or source) PowPak wireless dimming module | RMJ-5T-DV-B | YES | YES | YES | YES |
| Wattstopper | Control System | Digital single relay room controller (0-10V) | LMRC-211 | YES | YES | YES | YES |
| Crestron | Control System | DIN Rail 0-10V fluorescent dimmer, 4 feeds, 4 channels (Green Light System) | DIN-4DIMFLV4 | YES | YES | YES | YES |
| Lutron | Other | Grafik Eye 0-10V adapter | GRX-TVI | YES | YES | YES | YES |
| Leviton | Wall Box | Illumatech 0-10V | IP710-DLX | YES | YES | YES | YES |
| Lutron | Control System | Mounted in the Homeworks QS panel - 0-10V dimmer (sink or source) | GRX-TVM2 | YES | YES | YES | YES |
| Lutron | Wall Box | Nova 0-10V wallbox dimmer (use with PP-120-H line voltage relay) | NTFTV | YES | YES | YES | YES |
| Lutron | Wall Box | Nova 0-10V wallbox dimmer (use with PP-120-H line voltage relay) | NTSTV-DV | YES | YES | YES | YES |
| Lutron | Wall Box | Nova T | NFTV | YES | YES | YES | YES |
| Leviton | Wall Box | Renior II 0-10V | AWSMG-7DW | YES | YES | YES | YES |



DOWNLIGHTING: 1 Acuity Way, Decatur, GA 30035 Phone: 1-800-705-SERV (7378) TechSupport-Lighting@Acuitybrands.com www.lithonia.com © 2020-2025 Acuity Brands Lighting, Inc. All rights reserved. Rev. 09/16/25

# LBR4

sensorswitch

**Performance You Can Count On**

SensorSwitch™ offers standalone wired and wireless lighting controls solutions designed for room-based applications. Our products offer reliable performance and ease of installation.

**Sensorswitch.com**

**Wireless Embedded Controls**



1. Install the luminaires with embedded controls
2. Insert the pairing tool into the pinhole on the wall switch; press and hold any button for 6 seconds.
3. Once paired, each fixture will individually dim down to 10% brightness. All products will be fully functional.



SensorSwitch
WSXA SSA



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# LBR4

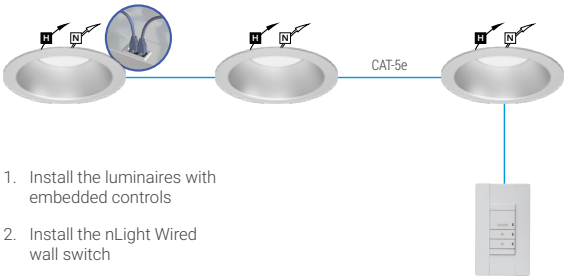
nLIGHT

**Single Lighting Controls Platform for Indoor & Outdoor Spaces**

nLight® is your networked lighting controls platform, for indoor and outdoor applications, providing wired or wireless options. Scaling from room to campus-wide applications, it is the one platform that grows with your business today and tomorrow; to seamlessly address energy cost optimization, building code compliance, improved occupant comfort, and much more. nLight also interfaces with DALI®, BACnet®, DMX and additional third-party devices.

**nLightcontrols.com**

## Wired Embedded Controls




1. Install the luminaires with embedded controls
2. Install the nLight Wired wall switch
3. Connect the luminaires using standard CAT-5e cables and the controls devices will automatically discover each other and work (plug and play)

## Wireless Embedded Controls




1. Install the luminaires with embedded controls
2. Install the nLight AIR battery-powered wall switch
3. Use CLAIRITY+ mobile app to pair the fixtures with the wall switch and if desired, customize the sensor settings

**UL924 Sequence of Operation**

The below information applies to all nLight AIR devices with an EM option.

- EM devices will remain at their high-end trim and ignore wireless lighting control commands, unless a normal-power-sensed (NPS) broadcast is received at least every 8 seconds.
- Using the CLAIRITY+ mobile app, EM devices must be associated with a group that includes a normal power sensing device to receive NPS broadcasts.
- Only non-emergency rPP20, rLSXR, rSBOR, rSDGR, and nLight AIR luminaires with version 3.4 or later firmware can provide normal power sensing for EM devices. See specification sheets for control devices and luminaires for more information on options that support normal power sensing.



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LITHONIA LIGHTING®

# LBR6

**6" Open and Wallwash LED Retrofit/Remodel Downlight**



**Retrofit | Remodel**



**Open Trim**



**Wallwash Trim**

## FEATURES & SPECIFICATIONS

**INTENDED USE** — Typical applications include corridors, lobbies, conference rooms and private offices.

**CONSTRUCTION** — Retrofit, remodel, and new construction mounting types. See table for compatible ceiling openings and thickness range.

Optional goof rings available for additional overlap trim coverage.

1/2"-1-1/2" ceiling thickness

25° ambient temperature

IC rated up to 1000lm

**OPTICS** — LEDs are binned to a 3-step Mac Adam Ellipse. 55° cutoff

New construction frame accessories approved for 8 (4 in/4 out) No. 12 AWG conductors rated for 90°C through wiring.

80CRI standard (90CRI optional)

**UGR** — UGR is zero for fixtures aimed at nadir with a cut-off equal to or less than 60deg, per CIE 117-1996 Discomfort Glare in Interior Lighting. UGR FAQ

**ELECTRICAL** — Adjustable lumen output with four module options. Fixed lumen options also available.

MVOLT 120/277V 50/60Hz driver (0-10V & 120V Phase Dimming to 10% or 1% min dimming level)

FCC CFR Title 47 Part 15 Class A for 277V. FCC CFR Title 47 Part 15 Class B for 120V.

**LUMEN MAINTENANCE** — L80 at 60,000 hours

**LISTINGS** — Certified to US and Canadian safety standards. Damp location standard (Wet Location (WL) optional, requires covered ceiling). TAA compliant. UFC (3-530-01) specification compliant for power factor and THD. GSA P100 6.2.4 compliant for power quality at full output; compliant up to 2000lm at fully dimmed output. Drivers are ROHS compliant

Title 24 compliant (90CRI, up to 1000lm).

**WARRANTY** — 5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

**Note:** Actual performance may differ as a result of end-user environment and application.
All values are design or typical values, measured under laboratory conditions at 25 °C.
Specifications subject to change without notice.

### Performance Data

| LBR6 AR LSS MWD | | 80CRI | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Lumen Output | Wattage | 30K/80CRI | | 35K/80CRI | | 40K/80CRI | | 50K/80CRI | |
| | | Delivered Lumens | LPW | Delivered Lumens | LPW | Delivered Lumens | LPW | Delivered Lumens | LPW |
| ALO1 (500LM) | 6 | 571 | 99 | 585 | 101 | 599 | 103 | 617 | 105 |
| ALO1 (750LM) | 9 | 905 | 102 | 926 | 103 | 948 | 105 | 977 | 108 |
| ALO1 (1000LM) | 13 | 1270 | 98 | 1300 | 100 | 1330 | 102 | 1372 | 104 |
| ALO2 (1000LM) | 13 | 1346 | 108 | 1378 | 110 | 1410 | 112 | 1454 | 115 |
| ALO2 (1500LM) | 19 | 1965 | 105 | 2011 | 107 | 2059 | 109 | 2123 | 111 |
| ALO2 (2000LM) | 25 | 2476 | 100 | 2533 | 101 | 2593 | 103 | 2674 | 106 |
| ALO3 (2000LM) | 25 | 2547 | 103 | 2606 | 105 | 2668 | 107 | 2751 | 109 |
| ALO3 (2500LM) | 32 | 3075 | 98 | 3146 | 100 | 3221 | 101 | 3321 | 104 |
| ALO3 (3000LM) | 38 | 3492 | 93 | 3573 | 95 | 3658 | 96 | 3771 | 99 |
| ALO4 (4000LM) | 39 | 4180 | 107 | 4265 | 109 | 4350 | 112 | 4393 | 113 |
| ALO4 (4500LM) | 44 | 4613 | 105 | 4707 | 107 | 4801 | 109 | 4848 | 110 |
| ALO4 (5000LM) | 49 | 5017 | 102 | 5119 | 104 | 5221 | 107 | 5273 | 108 |

| LBR6 MS MWD | | 80CRI | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Lumen Output | Wattage | 30K/80CRI | | 35K/80CRI | | 40K/80CRI | | 50K/80CRI | |
| | | Delivered Lumens | LPW | Delivered Lumens | LPW | Delivered Lumens | LPW | Delivered Lumens | LPW |
| ALO1 (500LM) | 6 | 480 | 99 | 584 | 101 | 597 | 102 | 616 | 105 |
| ALO1 (750LM) | 9 | 760 | 102 | 924 | 103 | 946 | 105 | 975 | 108 |
| ALO1 (1000LM) | 13 | 1067 | 98 | 1297 | 100 | 1328 | 102 | 1369 | 104 |
| ALO2 (1000LM) | 13 | 1131 | 108 | 1375 | 110 | 1408 | 112 | 1451 | 115 |
| ALO2 (1500LM) | 19 | 1651 | 105 | 2007 | 106 | 2055 | 108 | 2118 | 111 |
| ALO2 (2000LM) | 25 | 2079 | 99 | 2528 | 101 | 2588 | 103 | 2668 | 105 |
| ALO3 (2000LM) | 25 | 2139 | 103 | 2601 | 104 | 2663 | 106 | 2745 | 109 |
| ALO3 (2500LM) | 32 | 2583 | 98 | 3140 | 99 | 3214 | 101 | 3314 | 103 |
| ALO3 (3000LM) | 38 | 2933 | 93 | 3566 | 94 | 3651 | 96 | 3764 | 98 |
| ALO4 (4000LM) | 39 | 3511 | 90 | 3583 | 92 | 3654 | 94 | 3690 | 95 |
| ALO4 (4500LM) | 44 | 3875 | 88 | 3954 | 90 | 4033 | 92 | 4072 | 93 |
| ALO4 (5000LM) | 49 | 4214 | 86 | 4300 | 88 | 4386 | 90 | 4429 | 90 |

- Tested in accordance with IESNA LM-79-08. u8226
- Tested to current IES and NEMA standards under stabilized laboratory conditions.
- CRI: 80 typical

design select

Items marked by a shaded background qualify for the Design Select program and ship in 15 days or less. To learn more about Design Select, visit www.acuitybrands.com/designselect.
*See ordering tree for details

battery pack

# LBR6

Design Select options indicated by this color background.

## Module ordering

**ORDERING INFORMATION** Lead times will vary depending on options selected. Consult with your sales representative. Example: LBR6 ALO2 SWW1 AR LSS MWD MVOLT UGZ 90CRI

| LBR6 | 50LM | 35K | AR | | LSS |
|---|---|---|---|---|---|
| **Series** | **Lumens ‡** | **Color temperature ‡** | **Reflector Color** | **Reflector Flange ‡** | **Reflector Finish** |
| LBR6 6" Retrofit<br>LBR6WW ‡ 6" Retrofit Wallwash | **Adjustable Lumen Output**<br>ALO1 500/750/1000lm<br>ALO2 1000/1500/2000lm<br>ALO3 2000/2500/3000lm<br>ALO4 4000/4500/5000lm<br><br>**Fixed Lumen Output**<br>05LM 500lm<br>07LM 750lm<br>10LM 1000lm<br>15LM 1500lm<br>20LM 2000lm<br>25LM 2500lm<br>30LM 3000lm<br>40LM 4000lm<br>45LM 4500lm<br>50LM 5000lm | **Switchable CCT**<br>SWW1 3000K-3500K-4000K-5000K<br><br>**Fixed CCT**<br>27K 2700K<br>30K 3000K<br>35K 3500K<br>40K 4000K<br>50K 5000K | AR Clear<br>BR ‡ Black painted<br>MS ‡ Metallic Silver<br>WR ‡ White painted<br>TCPC ‡ Custom painted trim<br>TRALTBD ‡ RAL painted trim | (blank) Self-flanged<br>TRW White painted flange<br>TRBL Black painted flange<br>FCPC Custom painted flange only<br>FRALTBD RAL painted flange only | LSS Semi-specular |

| MWD | MVOLT | UGZ | | | |
|---|---|---|---|---|---|
| **Distribution** | **Voltage** | **Driver** | **Emergency ‡** | **Control Input ‡** | **Options** |
| MWD Medium wide (1.0 s/mh)<br>WD Wide (1.2s/mh)<br>WW ‡ Wallwash | MVOLT<br>120<br>277<br>347 | UGZ Universal dimming to 10% 0-10V; line voltage dimming (120V)<br>UGZ1 Universal dimming to 1% 0-10V; line voltage dimming (120V)<br>DALI ‡ DALI dimming to 1%<br>D1 Minimum dimming 1% driver for use with SSAIR | (blank) No Emergency Needed<br>ELR Battery pack (10W constant power) Non-T20 Compliant remote test switch<br>ETS Iota Emergency Transfer System<br>E10WCP Battery pack (10W constant power) T20 Compliant integral test switch<br>E10WCPR Battery pack (10W constant power) T20 Compliant remote test switch<br>E10WRSTAR Emergency battery pack, 10W with remote test switch and Iota STAR technology | (blank) No Control Input Needed<br>SSAIR Wireless standalone embedded control by SensorSwitch<br>NLIGHT Embedded wired controls from nLight<br>NLIGHTER Embedded wired controls from nLight with UL924 listed emergency operation<br>NLTAIR2 nLight® Air enabled<br>NLTAIREM2 nLight® AIR Dimming Pack Wireless Controls. UL924 Emergency Operation, via power interrupt detection. | 90CRI High CRI (90+)<br>AT ‡ Airtight<br>EC1 ‡ Extended Conduit (18")<br>EC6 ‡ Extended Conduit (6ft)<br>WL ‡ Wet Location (IP55)<br>QDS ‡ Quick disconnect plugs<br>CP ‡ Chicago Plenum |

**NOTE:** ‡ indicates option value has ordering restrictions. Please reference the Option Value Ordering Restictions chart below.

**‡ Option Value Ordering Restrictions**

| Options | Restriction |
|---|---|
| Adjustable Lumens/CCT | Adjustable Lumen Output and Switchable CCT must be specified together (for Example: ALO1 SWW1) |
| Fixed Lumens/CCT | Fixed Lumen Output and Fixed CCT must be specified together (for Example: 10LM 30K) |
| WW | Not available with WL, EL, E10WCP. |
| MS, WR, BR | Not available with LSS reflector finish |
| WR | Not available with TRW |
| BR | Not available with TRBL |
| TRALTBD, FRALTBD | RALTBD for pricing only. Replace with applicable RAL number and finish when ready to order. See the RAL BROCHURE for available color options. Not available with TCPC or FCPC. |
| TCPC, FCPC | CPC options for pricing only. Custom color chip needs to be sent in to your Customer Resolution specialist before order can be processed. Click HERE for more details. Not available with TRAL or FRAL. |
| TRW, TRBL | Available with MS and AR reflectors only. |
| LSS | Not available with BR or WR or MS |
| 347V | Not available with CP, QDS, ELR, E10WCP, E10WCPR, NLIGHT, NLIGHTER, NLTAIR2, or NLTAIREM2 |
| DALI | Not available with fixed lumens or CCT. Max 4500 lumens. |
| E10WCPR | Not available with EC1, EC6, AT, QDS, CP, 347V, NLIGHTER, NLTAIREM2, WL, ALO3 & ALO4 w/DALI, OR 2000-4500 lumens w/SSAIR. |
| E10WCP | Not available with WW, EC1, EC6, AT, QDS, CP, 347V, NLIGHTER, NLTAIREM2, WL, ALO3 & ALO4 w/DALI, OR 2000-4500 lumens w/SSAIR. |
| E10WSTAR | Not available with wet location, EC1, EC6, QDS, CP, 347V, NLIGHTER, NLTAIREM2, ALO3 & ALO4 w/DALI, OR 2000-4500 lumens w/SSAIR. Top access installation or 17.5" plenum clearance required for roomside installation. Not available with integral test switch |
| ELR | Not available EC1, EC6, QDS, CP, 347V, NLIGHTER, NLTAIREM2, ALO3 & ALO4 w/DALI, OR 2000-4500 lumens w/SSAIR. |
| ETS | Not available with, QDS, ELR, E10WCP, E10WCPR, 347V, SSAIR, NLIGHT, NLIGHTER, NLTAIR2, NLTAIREM2, DALI, or D1 driver |
| SSAIR | Only available with D1 driver. Not available with CP, NLIGHT, NLIGHTER, NLTAIR2, NLTAIREM2, UGZ, or DALI drivers. Max 4500 lumens. Fixed lumens and CCT only. Not available with 2000-4500lm in conjunction with emergency batterypacks. |
| NLIGHT | Must specify UGZ1. Not available with CP, QDS, SSAIR, ETS, UGZ, DALI, or D1 drivers. Not available with 347V. |
| NLIGHTER | Must specify UGZ1. Not available with CP, QDS, ELR, E10WCP, E10WCPR, DALI, or D1 drivers. Not available with 347V. |
| NLTAIR2 | Must specify UGZ1. Not available with CP, QDS, SSAIR, ETS, UGZ, DALI, or D1 drivers. See UL 924 Sequence of Operation table. Non-emergency luminaires with this option can be used as a normal power sensing device for nLight AIR devices and luminaires with EM emergency options. Not available with 347V. |
| NLTAIREM2 | Must specify UGZ1. Not available with CP, QDS, SSAIR, ETS, ELR, E10WCP, E10WCPR, DALI, D1, OR D10 drivers. See UL 924 Sequence of Operation table. |
| WL | Not available with WW, All CP is wet location, except WW (Damp). IP55 rated. Not available with E10WCP |
| QDS | Must be specified for use with LBR_PFWQDS. Not Available with CP, emergency options, or 347V. |
| EC1, EC6 | Not Available with CP,QDS, ELR, E10WCP, or E10WCPR. |
| AT | Standard for CP and IP55, not available with WW. Not available with E10WCP |
| CP | Not available with, QDS, EC1, EC6, ELR, E10WCPR, 347V, SSAIR, NLTAIR2, NLTAIREM2, D1 drivers. For new construction applications, must be specified with LBR_PFWCP. |



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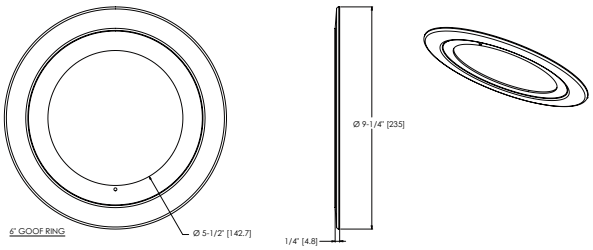
# LBR6

| **Accessories:** *Order as separate catalog number. Shipped separately.* | |
|---|---|
| LBRGR78 ** | Goof ring 7-3/4" to 8-3/4" for LBR6 (** specify BR,WR) |
| LBRCPGR78 ** | Chicago Plenum Goof ring 7-3/4" to 8-3/4" for LBR6 (** specify BR, WR) |
| LBR06 AR LSS TRIM | 6" clear, semi-specular reflector |
| LBR06 ** TRIM | 6" reflector (** specify MS, WR, BR) |
| LBRW6 AR LSS TRIM | 6" clear, semi-specular wallwash |
| LBRW6 ** TRIM | 6" wallwash (** specify MS, WR, BR) |
| LBR46810HB FPAN U | Mounting plate 4"-10" unit pack |
| LBR46810HB FPAN J10 | Mounting plate 4"-10" 10-pack |
| LBR SDT 347V 75W ASM | Field installed 347V Step-down transformer |
| SCA6 | Sloped Ceiling Adapter. Degree of slope must be specified (5D, 10D, 15D, 20D, 25D, 30D). Ex: SCA6 10D. |




| Module | Mounting Frame Accessory | Compatible Fixture Options |
|---|---|---|
| LBR6 | LBR6PF | QDS, EC1, EC6, |
| | LBR6PFW | Base fixture only |
| | LBR6PFW EM | ELR, E10WCPR, E10WCP, E10WRSTAR |
| | LBR6PFWQDS | QDS fixture only |
| LBR6WW | LBR6PF | QDS, EC1, EC6, |
| | LBR6PFW | Base fixture only |
| | LBR6PFW EM | ELR, E10WCPR, E10WRSTAR |
| | LBR6PFWQDS | QDS fixture only |

## Emergency Battery Pack Options - Field Installable

| Battery Model Number | Wattage | Runtime (Minutes) | Lumen Output* @ 120 Lumens/Watt | Other |
|---|---|---|---|---|
| ILB CP07 2H A | 7W | 120 | 840 | Storm Shelter / 2 Hour Runtime |
| ILB CP10 A | 10W | 90 | 1200 | |
| ILBLP CP10 HE SD A+ | 10W | 90 | 1200 | Title 20, Self Diagnostic |
| ILBLP CP15 HE SD A+ | 15W | 90 | 1800 | Title 20, Self Diagnostic |
| ILB CP20 HE A | 20W | 90 | 2400 | Title 20 |
| ILB CP20 HE SD A | 20W | 90 | 2400 | Title 20, Self Diagnostic |
| ILBHI CP10 HE SD A+ | 10W | 90 | 1200 | 347-480V AC Input, Title 20, Self Diagnostic |
| ILBHI CP15 HE SD A+ | 15W | 90 | 1800 | 347-480V AC Input, Title 20, Self Diagnostic |

All the above are UL Listed products that are certified for field install external/remote to the fixture.
*Minimum delivered lumen output to assist in product selection for increased fixture mounting height.
The CP10 delivered emergency illumination outperforms legacy 1400 lumen fluorescent emergency ballast.
Please contact us at techsupport@iotaengineering.com for any Emergency Battery related questions.



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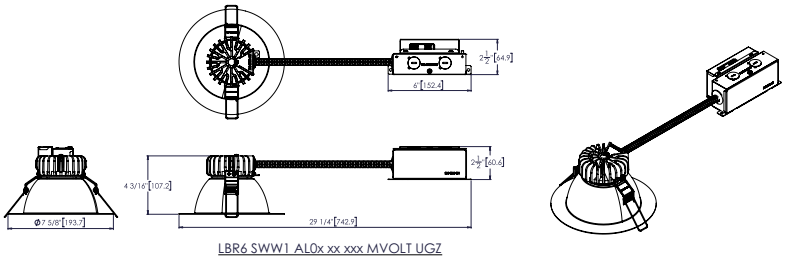
# LBR6

| PLENUM DEPTH TABLE | | | | |
|---|---|---|---|---|
| Aperture Size/Output | Plenum Depth* | IC | Non-IC | Non-IC Marked Spacing |
| LBR6 500-1000 Lumen | 3.69 | X | | |
| LBR6 1000-2000 Lumen | 3.69 | | X | |
| LBR6 2000-3000 Lumen | - | | | 24x24x9 |
| LBR6 4000-5000 Lumen | - | | | 24x24x9 |

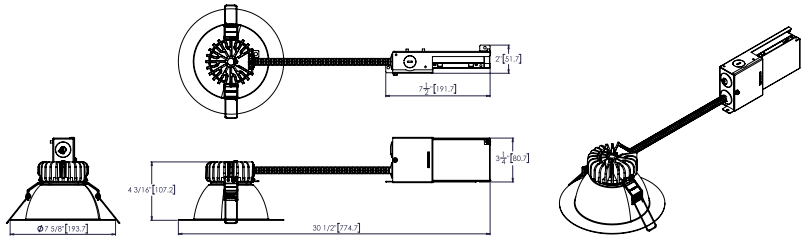
*Above unfinished 1/2" ceiling plane

| CEILING COVERAGE TABLE | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Series | | Aperture | Trim Flange OD | Min ceiling opening | Ceiling Thickness | Max ceiling opening | Max Ceiling Opening with Goof Ring | Overall Goof Ring OD |
| LBR6 | ROUND | 5-5/16" | 7-5/8" | 5-3/4" | 1/2" | 7-1/8" | 7-1/8" | 9-1/4" |
| LBR6 | | | | | 1-1/2" | 7-3/8" | 7-1/2" | |

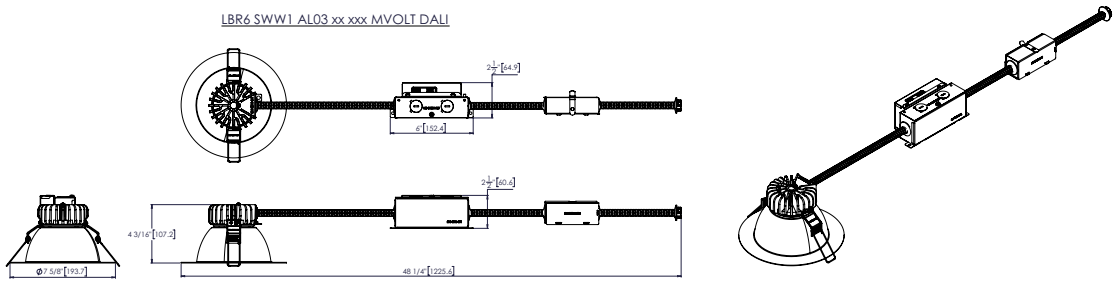
* All dimensions are inches (millimeters) unless otherwise noted.



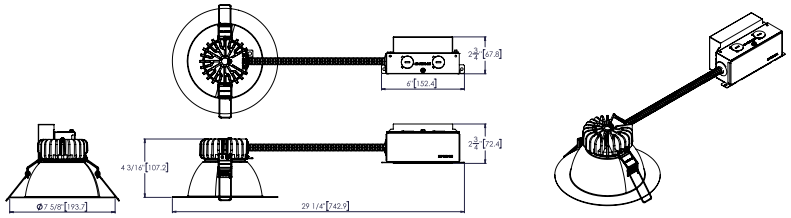
LBR6 SWW1 AL0x xx xxx MVOLT UGZ



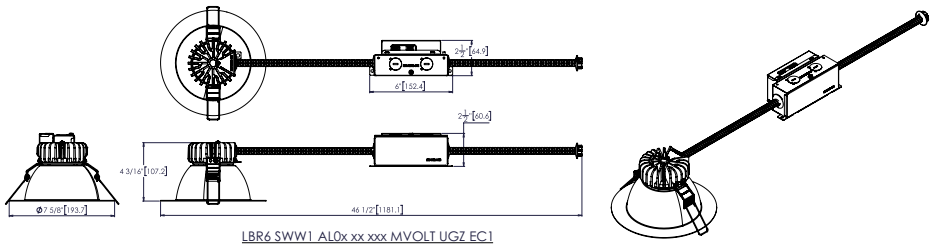
LBR6 SWW1 AL03 xx xxx MVOLT DALI



LBR6 SWW1 AL0x xx xxx MVOLT UGZ QDS



LBR6 SWW1 AL0x xx xxx MVOLT DALI



LBR6 SWW1 AL0x xx xxx MVOLT UGZ EC1



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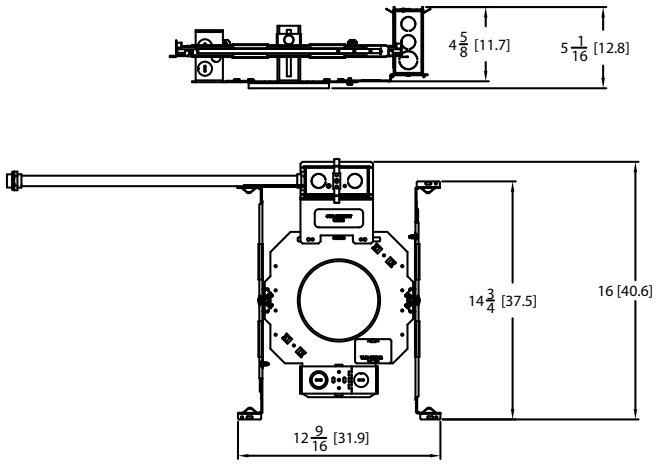
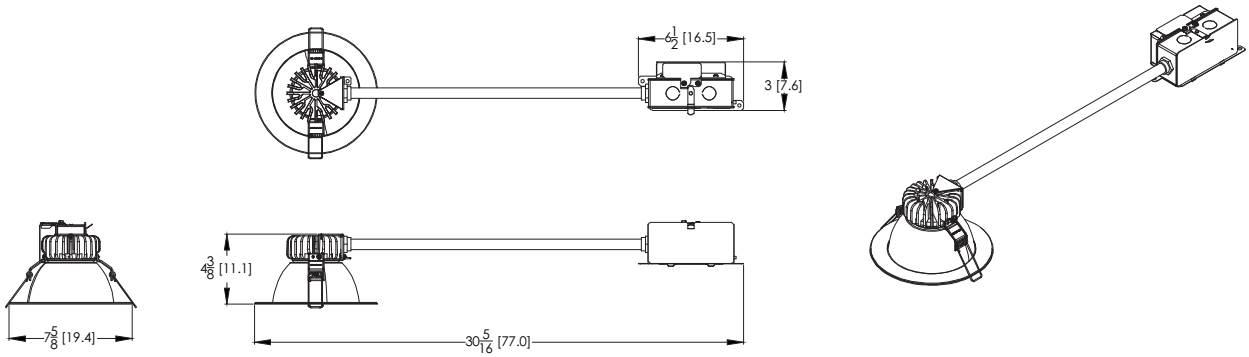
# LBR6

* All dimensions are inches (millimeters) unless otherwise noted.

LBR6PFWCP




LBR6 SWW1 ALOx MVOLT UGZ CP



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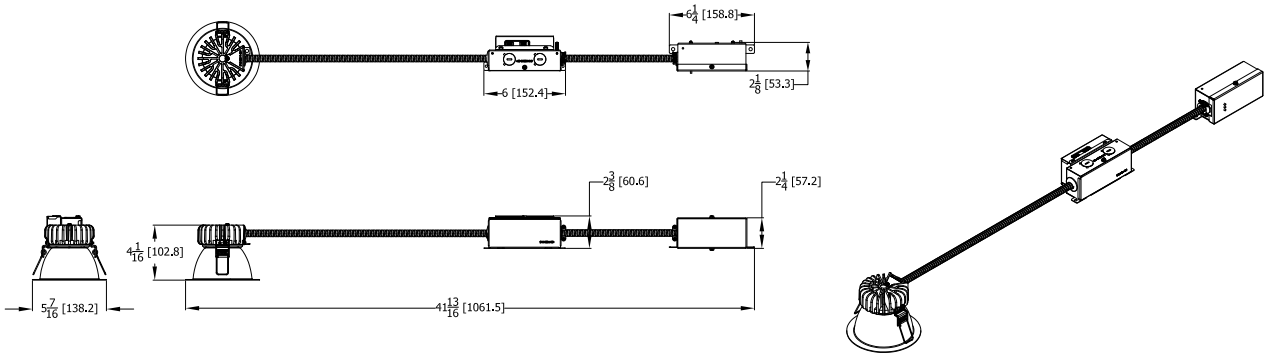
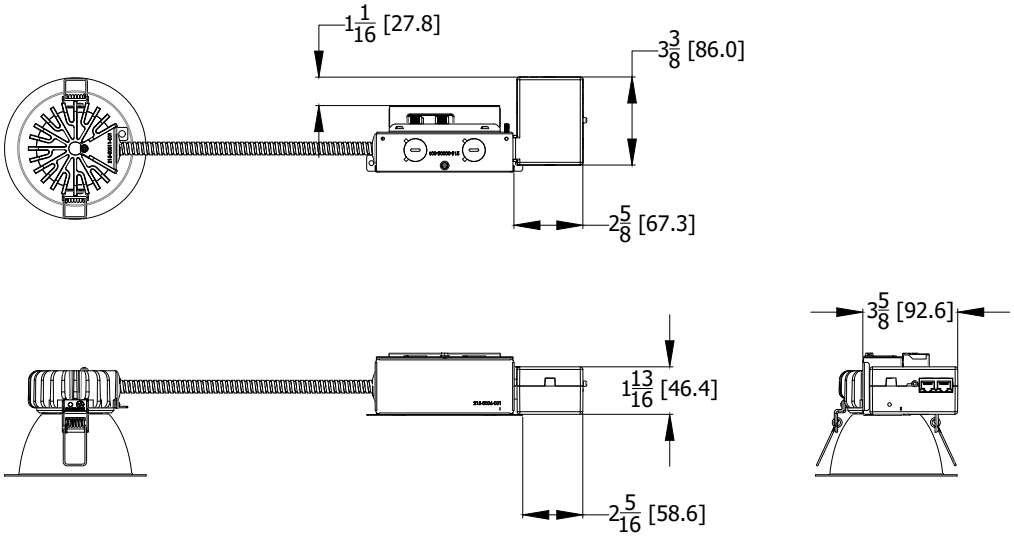
# LBR6

* All dimensions are inches (millimeters) unless otherwise noted.

LBR6 ALOx SWW1 xx xxx 347 UGZ




LBRx nLIGHT



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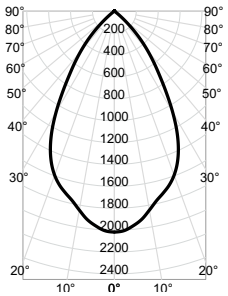
# LBR6

## PHOTOMETRY

**Distribution Curve** | **Distribution Data** | **Output Data** | **Illuminance Data at 30" Above Floor for a Single Luminaire**

### LBR6 SWW1 ALO2 AR LSS MWD MVOLT UGZ, Input Watts: 18.1, Delivered Lumens: 1970, LPW: 108.8, S/MH: 0.94, Test No: 20-518-03




**CP Summary**

| | 0° |
|---|---|
| 0° | 2,018 |
| 5° | 1,968 |
| 15° | 1,721 |
| 25° | 1,383 |
| 35° | 724 |
| 45° | 255 |
| 55° | 9 |
| 65° | 2 |
| 75° | 1 |
| 85° | 0 |
| 90° | 0 |

**Zonal Lumen Summary**

| Zone | Lumens | % Fixture |
|---|---|---|
| 0° - 30° | 1,292 | 66% |
| 0° - 40° | 1,751 | 89% |
| 0° - 60° | 1,967 | 100% |
| 0° - 90° | 1,970 | 100% |
| 90° - 180° | 0 | 0% |
| 0° - 180° | 1,970 | 100% |

**Cone of Light**

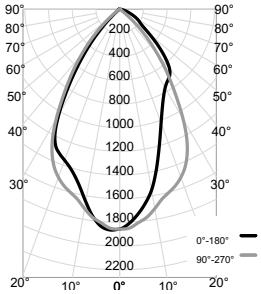
| Mounting Height | Initial FC Center Beam | Beam Diameter |
|---|---|---|
| 6.0 | 56.1 | 7.1 |
| 8.0 | 31.5 | 9.5 |
| 10.0 | 20.2 | 11.9 |
| 12.0 | 14.0 | 14.3 |
| 14.0 | 10.3 | 16.7 |

Beam Angle: 61.5°
Field Angle: 92.7°

**Luminance (cd/sq.m)**

| | Average Luminance |
|---|---|
| 0° | 142,862 |
| 45° | 25,559 |
| 55° | 1,074 |
| 65° | 402 |
| 75° | 246 |
| 85° | 162 |

### LBR6WW SWW1 ALO2 AR LSS WW, Input Watts: 18.7, Delivered Lumens: 1981, LPW: 105.9, S/MH: 0.67, Test No: 20-518-A1




**CP Summary**

| | 0° | 90° |
|---|---|---|
| 0° | 1,857 | 1,857 |
| 5° | 1,740 | 1,810 |
| 15° | 1,265 | 1,602 |
| 25° | 864 | 1,349 |
| 35° | 719 | 760 |
| 45° | 502 | 280 |
| 55° | 223 | 22 |
| 65° | 126 | 10 |
| 75° | 45 | 4 |
| 85° | 9 | 1 |
| 90° | 0 | 2 |

**Zonal Lumen Summary**

| Zone | Lumens | % Fixture |
|---|---|---|
| 0° - 30° | 1,126 | 57% |
| 0° - 40° | 1,581 | 80% |
| 0° - 60° | 1,915 | 97% |
| 0° - 90° | 1,981 | 100% |
| 90° - 180° | 0 | 0% |
| 0° - 180° | 1,981 | 100% |

**Luminance (cd/sq.m)**

| | Average Luminance |
|---|---|
| 0° | 131,472 |
| 45° | 50,247 |
| 55° | 27,523 |
| 65° | 21,156 |
| 75° | 12,281 |
| 85° | 7,229 |

| LUMEN OUTPUT MULTIPLIERS - CCT | | | |
|---|---|---|---|
| 3000K | 3500K | 4000K | 5000K |
| 0.98 | 1.0 | 1.01 | 1.03 |

| LUMEN OUTPUT MULTIPLIERS - FINISH | |
|---|---|
| Clear Semi-spec (AR LSS) | 1.0 |
| Metallic Silver (MS) | 0.84 |
| White Painted (WR) | 1.03 |
| Black Painted (BR) | 0.60 |

| LUMEN OUTPUT MULTIPLIERS - CRI | |
|---|---|
| 80 | 1.0 |
| 90 | 0.874 |

### HOW TO ESTIMATE DELIVERED LUMENS IN EMERGENCY MODE

Use the formula below to estimate the delivered lumens in emergency mode

**Delivered Lumens = 1.25 x P x LPW**

P = Ouput power of emergency driver. P = 10W

LPW = Lumen per watt rating of the luminaire. This information is available on the ABL luminaire spec sheet.
The LPW rating is also available at Designlight Consortium.



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# LBR6

## DIMMER COMPATIBILITY

Not compatible with DALI or DMX dimmers. For specific compatible dimmers see below.

| LINE VOLTAGE DIMMING: | | | | | | |
|---|---|---|---|---|---|---|
| Type | **Forward Phase** | ALO1 (500-1000lm) | ALO2 (1000-2000lm) | ALO3 (2000-3000lm) | ALO4 (3000-5000lm) | Comment |
| MLV | Sensorswitch WPD | YES | YES | YES | YES | |
| MLV | Sensorswitch CMR PDT10 ADC VLP | YES | YES | YES | YES | |
| MLV | Synergy ISD 600LV | YES, 2x * | YES | YES | YES | * min 2 fixtures |
| INC | Synergy ISD 600 I | YES, 2x * | YES | YES | YES | * min 2 fixtures |
| MLV | Lutron Glyder GLV-600 | YES | YES | YES | YES | |
| INC | Leviton SureSlide 6633 | YES | YES | YES | YES | |
| MLV | Lutron Diva DVLV-600P | YES | YES | YES | YES | |
| MLV | Lutron Skylark SLV-600P | YES | YES | YES | YES | |
| INC | Lutron RadioRA 2 10ND | YES | YES | YES | YES | |
| MLV | Leviton SureSlide 6613-PLW | YES | YES | YES | YES | |
| INC | Lutron Diva DVCL-153P | YES | YES | YES | YES | |
| MLV | Leviton IPM06 | YES, 2x * | YES | YES | YES | * min 2 fixtures |
| INC | **Leviton IPI06** | YES, 2x * | YES | YES | YES | * min 2 fixtures |
| INC | **Control4 C4-FPD 120** | YES | YES | YES | YES | |
| | | | | | | |
| Type | Reverse Phase Dimmer Bank | ALO1 (500-1000lm) | ALO2 (1000-2000lm) | ALO3 (2000-3000lm) | ALO4 (3000-5000lm) | |
| ELV | Lutron Nova T NTELV-600 | YES | YES | YES | YES | |
| ELV | Lutron Diva DVELV 600P | YES | YES | YES | YES | |
| ELV | Lutron Maestro MAELV 600 | YES | YES | YES | YES | |
| ELV | Leviton Vizia VPE06-1LX | YES | YES | YES | YES | |
| ELV | **Leviton Illumatech IPE04** | YES | YES | YES | YES | |
| ELV | **Control4 C4-APD 120 REVERSE PHASE** | YES | YES | YES | YES | |
| | | | | | | |
| Type | Miscellaneous Dimmers | ALO1 (500-1000lm) | ALO2 (1000-2000lm) | ALO3 (2000-3000lm) | ALO4 (3000-5000lm) | |
| PHA | Lutron RadioRA2 RRD-6NA | YES | YES | YES | YES | |
| PHA | **Lutron Maestro PRO LED+ RRD-PRO** | YES | YES | YES | YES | |
| | | | | | | |
| Type | Control Systems | ALO1 (500-1000lm) | ALO2 (1000-2000lm) | ALO3 (2000-3000lm) | ALO4 (3000-5000lm) | |
| MLV | Lutron LP-RPM-4U | YES | YES | YES | YES | |
| PHA | Lutron LP-RPM-4A | YES | YES | YES | YES | |
| MLV | Lutron GRAPHIC EYE QSGRJ-3P | YES | YES | YES | YES | |
| PHA | Lutron PA Power Module PHPM-PA-120 | YES | YES | YES | YES | |
| ELV | Lutron nLight nSP5PCD ELV | YES | YES | YES | YES | |

## DIMMER COMPATIBILITY

Not compatible with DALI or DMX dimmers. For specific compatible dimmers see below.

| 0-10V DIMMING: | | | | | | | |
|---|---|---|---|---|---|---|---|
| Manufacturer | System Type | Description | P/N | ALO1 (500-1000lm) | ALO2 (1000-2000lm) | ALO3 (2000-3000lm) | ALO4 (3000-5000lm) |
| ACUITY | Wall Box | sensorswitch, dimming switch with multi-way option | SPODMRA | YES | YES | YES | YES |
| ACUITY | Wall Box | sensorswitch, wall switch sensor, occupancy controlled dimming | WSX D WH | YES | YES | YES | YES |
| ACUITY | Control System | nLight | nPP16D | YES | YES | YES | YES |
| ACUITY | Control System | nLight | nPS 80 EZ | YES | YES | YES | YES |
| ACUITY | Control System | nLight Air | rPP20 D | YES | YES | YES | YES |
| Lutron | Other | 0-10V (sink or source) PowPak wireless dimming module | RMJ-5T-DV-B | YES | YES | YES | YES |
| Wattstopper | Control System | Digital single relay room controller (0-10V) | LMRC-211 | YES | YES | YES | YES |
| Crestron | Control System | DIN Rail 0-10V fluorescent dimmer, 4 feeds, 4 channels (Green Light System) | DIN-4DIMFLV4 | YES | YES | YES | YES |
| Lutron | Other | Grafik Eye 0-10V adapter | GRX-TVI | YES | YES | YES | YES |
| Leviton | Wall Box | Illumatech 0-10V | IP710-DLX | YES | YES | YES | YES |
| Lutron | Control System | Mounted in the Homeworks QS panel - 0-10V dimmer (sink or source) | GRX-TVM2 | YES | YES | YES | YES |
| Lutron | Wall Box | Nova 0-10V wallbox dimmer (use with PP-120-H line voltage relay) | NTFTV | YES | YES | YES | YES |
| Lutron | Wall Box | Nova 0-10V wallbox dimmer (use with PP-120-H line voltage relay) | NTSTV-DV | YES | YES | YES | YES |
| Lutron | Wall Box | Nova T | NFTV | YES | YES | YES | YES |
| Leviton | Wall Box | Renior II 0-10V | AWSMG-7DW | YES | YES | YES | YES |



DOWNLIGHTING: 1 Acuity Way, Decatur, GA 30035 Phone: 1-800-705-SERV (7378) TechSupport-Lighting@Acuitybrands.com www.lithonia.com © 2020-2025 Acuity Brands Lighting, Inc. All rights reserved. Rev. 09/16/25

# LBR6

sensorswitch

**Performance You Can Count On**

SensorSwitch™ offers standalone wired and wireless lighting controls solutions designed for room-based applications. Our products offer reliable performance and ease of installation.

**Sensorswitch.com**

**Wireless Embedded Controls**



1. Install the luminaires with embedded controls
2. Insert the pairing tool into the pinhole on the wall switch; press and hold any button for 6 seconds.
3. Once paired, each fixture will individually dim down to 10% brightness. All products will be fully functional.



SensorSwitch
WSXA SSA



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# LBR6

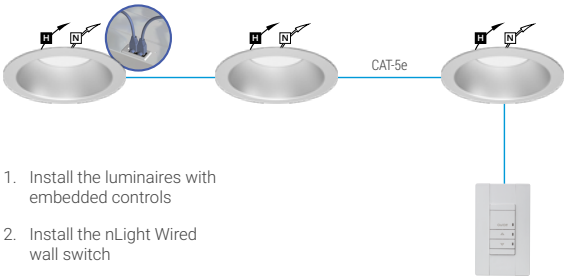
nLIGHT

**Single Lighting Controls Platform for Indoor & Outdoor Spaces**

nLight® is your networked lighting controls platform, for indoor and outdoor applications, providing wired or wireless options. Scaling from room to campus-wide applications, it is the one platform that grows with your business today and tomorrow; to seamlessly address energy cost optimization, building code compliance, improved occupant comfort, and much more. nLight also interfaces with DALI®, BACnet®, DMX and additional third-party devices.

**nLightcontrols.com**

## Wired Embedded Controls




1. Install the luminaires with embedded controls
2. Install the nLight Wired wall switch
3. Connect the luminaires using standard CAT-5e cables and the controls devices will automatically discover each other and work (plug and play)

## Wireless Embedded Controls




1. Install the luminaires with embedded controls
2. Install the nLight AIR battery-powered wall switch
3. Use CLAIRITY+ mobile app to pair the fixtures with the wall switch and if desired, customize the sensor settings

**UL924 Sequence of Operation**

The below information applies to all nLight AIR devices with an EM option.

- EM devices will remain at their high-end trim and ignore wireless lighting control commands, unless a normal-power-sensed (NPS) broadcast is received at least every 8 seconds.
- Using the CLAIRITY+ mobile app, EM devices must be associated with a group that includes a normal power sensing device to receive NPS broadcasts.
- Only non-emergency rPP20, rLSXR, rSBOR, rSDGR, and nLight AIR luminaires with version 3.4 or later firmware can provide normal power sensing for EM devices. See specification sheets for control devices and luminaires for more information on options that support normal power sensing.



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# EAX1

## LED Area Luminaire

## Specifications

**EPA (ft²@0°):** 0.59 ft² 0.05 m²)

**Length:** 26.6" (67.64 cm) (SRA mount)

**Width:** 11.8" (30.0 cm)

**Height:** 2.8" (7.1 cm) Main Body
7.3" (18.5 cm) Arm

**Weight:** 13 lbs (5.9 kg)

## Introduction

The EAX family provides the best combination of switchable technology including adjustable lumens, switchable CCT color temperature and exclusive four-optic SwitchOptics™ providing Type II, III, IV and V distribution patterns; all from a single luminaire. This vast feature-set allows maximum flexibility while managing the lowest possible SKU counts on the shelf or in-field on area lighting projects.

The EAX1 delivers 5,000 to 16,000 lumens. It is a great choice for lighting new sites and retrofit, including HID 50W to 400W area luminaires, while providing long service life and fast payback. Choice of six different modular mountings offer a variety of labor savings features including "no-drill" mounting arms that fit the majority of existing pole drillings.

**EAX1 Stock Luminaires with Mount Included**

| Catalog | Lumens (set on max) | Watts (set on max) | CCT (set on 40K) | Optics (set on T3) | Voltage | Mounting Type | Finish | CI Code | UPC | Pallet Qty |
|---|---|---|---|---|---|---|---|---|---|---|
| EAX1 ALO SWW2 SO UVOLT UPM PER DDB | 5,500 -16,000 | 34 - 111 | 30K/40K/50K | T2, T3, T4, T5 | 120-347V | UPM ships included | Dark Bronze | *292P6U | 00198934597748 | 21 |
| EAX1 ALO SWW2 SO UVOLT IS PER DDB | 5,500 -16,000 | 34 - 111 | 30K/40K/50K | T2, T3, T4, T5 | 120-347V | IS ships included | Dark Bronze | *292P6T | 00198934597731 | 21 |

**EAX1 Stock Luminaires Less Mount L/M (order mount separately, see mounting accessories)**

| Catalog | Lumens (set on max) | Watts (set on max) | CCT (set on 40K) | Optics (set on T3) | Voltage | Mounting Type | Finish | CI Code | UPC | Pallet Qty |
|---|---|---|---|---|---|---|---|---|---|---|
| EAX1 ALO SWW2 SO UVOLT L/M DDB | 5,500 -16,000 | 34 - 111 | 30K/40K/50K | T2, T3, T4, T5 | 120-347V | order mount separately | Dark Bronze | *292P6E | 00198934597601 | 48 |
| EAX1 ALO SWW2 SO UVOLT L/M BL | 5,500 -16,000 | 34 - 111 | 30K/40K/50K | T2, T3, T4, T5 | 120-347V | order mount separately | Black | *292P6K | 00198934597663 | 48 |
| EAX1 ALO SWW2 SO UVOLT L/M WH | 5,500 -16,000 | 34 - 111 | 30K/40K/50K | T2, T3, T4, T5 | 120-347V | order mount separately | White | *292P6M | 00198934597687 | 48 |

**Notes:** 1) PER NEMA photocell receptacle + shorting cap is standard on units shipped with mount included. 2) Units with L/M do not include mount in carton. Order mount on separate line (see accessories). 3) Acuity TLS twist-to-lock type receptacle is standard on all luminaires. 4) Black (BL) and white (WH) finish only available on L/M type luminaires, held only at select distribution centers (check availability).

**EAX Mounting Accessories (select one when ordering L/M luminaire - ships on separate line, match finish)**

| Catalog | Description | Finish | CI Code | UPC | Pallet Qty |
|---|---|---|---|---|---|
| EAX UPM DDB M6 | Universal tilt arm square/round & pole top tenon mount | Dark Bronze | *292P92 | 00198934598424 | 240 |
| EAX SRA DDB M6 | Standard square and round pole arm | Dark Bronze | *292P95 | 00198934598431 | 240 |
| EAX IS DDB M6 | Adjustable slipfitter | Dark Bronze | *292P9E | 00198934598530 | 360 |
| EAX ASRP DDB M6 | Adjustable tilt square and round pole arm | Dark Bronze | *292P9G | 00198934598547 | 270 |
| EAX WBA DDB M6 | Wall bracket adapter | Dark Bronze | *292P9H | 00198934598554 | 270 |
| EAX YK DDB M6 | Adjustable yoke | Dark Bronze | *292P9J | 00198934598561 | 300 |
| EAX UPM BL M6 | Universal tilt arm square/round & pole top tenon mount | Black | *292P9M | 00198934598639 | 240 |
| EAX SRA BL M6 | Standard square and round pole arm | Black | *292P9U | 00198934598653 | 240 |
| EAX IS BL M6 | Adjustable slipfitter | Black | *292P9V | 00198934598677 | 360 |
| EAX ASRP BL M6 | Adjustable tilt square and round pole arm | Black | *292PA5 | 00198934598752 | 270 |
| EAX WBA BL M6 | Wall bracket adapter | Black | *292PA7 | 00198934598783 | 270 |
| EAX YK BL M6 | Adjustable yoke | Black | *292PA9 | 00198934598806 | 300 |
| EAX UPM WH M6 | Universal tilt arm square/round & pole top tenon mount | White | *292PAC | 00198934598820 | 240 |
| EAX SRA WH M6 | Standard square and round pole arm | White | *292PAF | 00198934598851 | 240 |
| EAX IS WH M6 | Adjustable slipfitter | White | *292PAJ | 00198934598868 | 360 |
| EAX ASRP WH M6 | Adjustable tilt square and round pole arm | White | *292PAK | 00198934598882 | 270 |
| EAX WBA WH M6 | Wall bracket adapter | White | *292PAN | 00198934598899 | 270 |
| EAX YK WH M6 | Adjustable yoke | White | *292PAR | 00198934598943 | 300 |

**Notes:** 1) Mounting accessory required when ordering L/M type luminaires (available in master pack of 6, ships on separate line, match finish). 2) Mounting accessories include all necessary hardware to attach to and install luminaire. 3) Black (BL) and white (WH) finish only available on L/M type luminaires, held only at select distribution centers (check availability).


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Design Select options indicated by this color background.

## Ordering Information Configurable

**EXAMPLE:** EAX1 ALO SWW2 SO XVOLT SRA PER DDB

| EAX1 | ALO | SWW2 | SO | XVOLT | SRA |
|---|---|---|---|---|---|
| **Series** | **Package** | **Color Temperature** | **Distribution (Optics)** | **Voltage** | **Mounting** |
| EAX1 | ALO[1] 16,000 lumens (default setting)<br>P4 12,500 lumens<br>P3 10,000 lumens<br>P2 7,500 lumens<br>P1 5,500 lumens<br>(nominal lumens by setting) | SWW2[1] 4000K (default setting)<br>30K 3000K<br>50K 5000K | SO[1] Switchable optics (default setting T3-Type III)<br>T2 Type II<br>T4 Type IV<br>T5 Type V | UVOLT[2] 120-347V<br>XVOLT[3] 277-480V | SRA Square/round pole standard arm (fits 3.5" min SQ and 3" min dia. RND poles)<br>IS Adjustable slipfitter (fits 2 3/8" OD tenon)<br>ASRP Adjustable tilt square/round arm (fits 3.5" min SQ and 3" min dia. RND poles)<br>Choose (1) mounting (PER and mount ships included ) (dark bronze only)[6]<br>L/M[7] Less mount<br>Order mount separately (PER not included) (available in dark bronze, black and white) |

| PER | PIRH | DDB |
|---|---|---|
| **Options** | **Other Configured Options** | **Finish** |
| PER[6,9,10] 3-wire twist-lock photocell receptacle (included as standard when chosen with one of these mounting options UPM, IS, SRA, ASRP) | PER7[9,10,11,12,13] 7-wire twist-lock photocell receptacle<br>DMG[12,13] 0-10V dimming cord<br>SPD10KV 10KV surge protection<br>PIRH[13,16] TLS ODP occupancy dimming/photocell provides ambient dusk-to-dawn and motion sensor dimming (100/30%) for 15-40' mounting heights.<br>NLTAIR2 PIRH[13,16] Embedded wireless controls nLight AIR gen 2, PIR motion and on/off photocell for 15'-40' mounting heights (ships installed)<br>PE12[14] Twist-lock Photocontrol 120-277V (ships included)<br>PE3[14] Twist-lock Photocontrol 347V (ships included)<br>PE4[14] Twist-lock Photocontrol 480V (ships included) | DDB Dark Bronze<br>BL[8] Black (Available with L/M configurations only)<br>WH[8] White (Available with L/M configurations only) |

## Accessories

*Ordered and shipped separately.*

| | | |
|---|---|---|
| *292PAT | EAX1HSEGSBL M6 | EAX1 House side and external glare shield kit, black finish |
| *220XM7 | DLL127F 1.5 CUL JU | Photocell -SSL twist-lock (120-277V) |
| *219NHA | DLL347F 1.5 CUL JU | Photocell -SSL twist-lock (347V) |
| *219NHE | DLL480F 1.5 CUL JU | Photocell -SSL twist-lock (480V) |
| *232TL4 | DSHORT SBK U | Shorting cap |
| *251FY6 | AS3-5 490 DDBXD | Pole top tenon adapter 2 3/8" tenon 4 @ 90 |
| *2948GT | TLS ODP BK | Twist-to-lock sensor, outdoor, black |
| *2948GS | TLS ODP WH | Twist-to-lock sensor, outdoor white |
| *289T19 | IWP | Infrared wireless remote |

design select

Items marked by a shaded background qualify for the Design Select program and ship in 15 days or less. To learn more about Design Select, visit www.acuitybrands.com/designselect.
*See ordering tree for details

**NOTES**

1. See default settings under package, color temperature and optics. Other settings can be adjusted via switch in the field.
2. UVOLT driver operates on any line voltage from 120-347V (50/60 Hz).
3. XVOLT driver operates on any line voltage from 277-480V (50/60 Hz).
4. YK and WBA mount can be purchased as accessories or combined on same order with (L/M) less mount luminaires.
5. Acuity twist-to-lock type sensor receptacle is standard on all luminaires.
6. PER + shorting cap standard on luminaires with mounting included in same shipping carton (available in dark bronze finish only). Not available with L/M, use PER7.
7. Units with L/M do not include mounting with luminaire. Order mount as separate line item (see accessories).
8. Black (BL) and white (WH) finish only available on L/M type luminaires. Held only at select distribution centers..
9. Luminaires with option PER and PER7 do not include photocell control as standard, order option (PE12, PE3, or PE4) included in carton or as accessory as separate line item (see other options).
10. For units with option PER and PER7, the luminaire must be restricted to +/- 45° from horizontal aim per ANSI C136.10-2010. If aiming above 45 degree tilt, use EAX luminaires with configuration L/M.
11. PER7 is compatible with standard twist-lock photocells for dusk to dawn operation or advanced control nodes that provide 0-10V dimming signals. Wire 4/Wire 5 wired to dimming leads on driver. Wire6/Wire7 capped inside luminaire.
12. With option PER7 or DMG, the TLS sensor receptacle wires are disconnected allowing its connection directly to the driver dimming leads.
13. Following options are not available/cannot share driver dimming leads in combination: PER7, DMG, PIRH, NLTAIR2.
14. Option PE12, PE3 or PE4 photocells require one of option PER or PER7. PE4 requires option XVOLT.
15. All EAX luminaires are to be installed and aimed facing downward, for down lighting only.
16. Sensor body finish available in black for combination with DDB and BL luminaires. Also available in white for combination with WH luminaires.

## External Shields



**House Side / External Glare Shield Kit**
(Note: Shield is reversible, can be used rear and forward facing. Single back panel used as (HS) house side shield)



**Three Sided External Glare Shield**
(EGSR rear facing)



**House Side Shield**
(HS)



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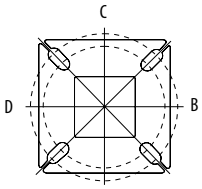
## Pole/Mounting Informatiion

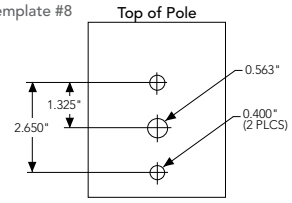
Accessories including bullhorns, cross arms and other adapters are available under the accessories tab at Lithonia's Outdoor Poles and Arms product page. Click here to visit Accessories.

### HANDHOLE ORIENTATION



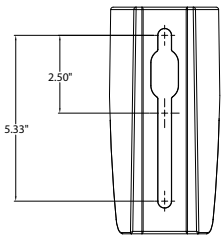

### EAX SRA AND ASRP POLE DRILLING

Template #8



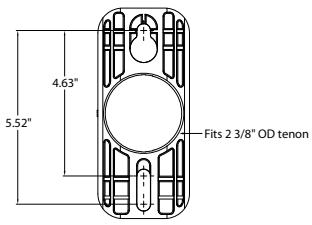

### SRA STANDARD ARM AND ASRP ADJUSTABLE ARM

(on-center pole drilling range)




SRA

### UPM Mount / Drilling Dimensions




### Round Tenon Mount - Pole Top Slipfitters

| Tenon O.D. | EAX Mounting | Single | 2 at 180° | 2 at 90° | 3 at 120° | 3 at 90° | 4 at 90° |
|---|---|---|---|---|---|---|---|
| 2 - 3/8" | SRA, ASRP | AS3-5 190 | AS3-5 280 | AS3-5 290 | AS3-5 320 | AS3-5 390 | AS3-5 490 |
| 2 - 7/8" | SRA, ASRP | AST25-190 | AST25-280 | AST25-290 | AST25-320 | AST25-390 | AST25-490 |
| 4" | SRA, ASRP | AST35-190 | AST35-280 | AST35-290 | AST35-320 | AST35-390 | AST35-490 |

### Drill/Side Location by Configuration Type

| Drilling Template | Mounting Option | Single | 2 @ 180 | 2 @ 90 | 3 @ 120 | 3 @ 90 | 4 @ 90 |
|---|---|---|---|---|---|---|---|
| | **Head Location** | Side B | Side B & D | Side B & C | Round Pole Only | Side B, C & D | Side A, B, C & D |
| **#8 drilling (used with SRA or ASRP arms)** | **Drill Nomenclature** | DM19AS | DM28AS | DM29AS | DM32AS | DM39AS | DM49AS |

### EAX1 - Luminaire EPA

*Includes luminaire and mounting arms listed. Other tenons, arms, brackets or other accessories are not included in this EPA data.

| Fixture Quantity & Mounting Configuration | | Single | 2 @ 90 | 2 @ 180 | 3 @ 90 | 3 @ 120 | 4 @ 90 | 2 Side by Side | 3 Side by Side | 4 Side by Side |
|---|---|---|---|---|---|---|---|---|---|---|
| **Mounting Type** | **Tilt** | | | | | | | | | |
| **SRA - Square / Round Pole Arm** | 0° | 0.59 | 1.10 | 1.19 | 1.32 | 1.28 | 1.34 | 0.93 | 1.41 | 1.86 |
| | | | | | | | | | | |
| **Covers following mounting types:** **IS -** Adjustable Slipfitter **ASRP -** Adjustable Square / Round Pole Arm **UPM -** Universal Tilt Square / Round & Pole Top Tenon Arm | 0° | 0.59 | 1.10 | 1.19 | 1.32 | 1.28 | 1.34 | 0.93 | 1.41 | 1.86 |
| | 10° | 0.69 | 1.37 | 1.38 | 1.61 | 1.60 | 1.84 | 1.25 | 1.83 | 2.43 |
| | 20° | 0.95 | 1.84 | 1.96 | 2.26 | 2.30 | 2.75 | 2.10 | 3.20 | 4.35 |
| | 30° | 1.22 | 2.29 | 2.53 | 2.99 | 2.98 | 3.63 | 2.69 | 3.77 | 3.68 |
| | 40° | 1.49 | 2.70 | 3.05 | 3.63 | 3.60 | 4.38 | 3.27 | 4.55 | 6.08 |
| | 50° | 1.73 | 3.06 | 3.52 | 4.15 | 4.11 | 4.98 | 3.75 | 5.27 | 7.04 |
| | 60° | 1.93 | 3.34 | 3.94 | 4.51 | 4.53 | 5.37 | 3.87 | 5.85 | 7.82 |
| | 70° | 2.07 | 3.55 | 4.24 | 4.63 | 4.84 | 5.44 | 4.15 | 6.28 | 8.38 |
| | 80° | 2.14 | 3.67 | 4.25 | 5.15 | 5.13 | 6.16 | 4.29 | 6.44 | 8.59 |
| | 90° | 2.16 | 3.71 | 4.26 | 4.86 | 5.26 | 5.55 | 4.33 | 6.49 | 8.66 |

Note: EPA for EAX1HSEGS house side/glare shield accessory installed on EAX1 luminaire is 0.92 sq.ft. at 0° tilt.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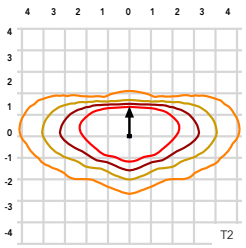
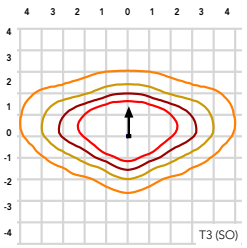
## Photometric Diagrams

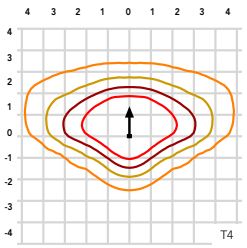
To see complete photometric reports or download .ies files for this product, visit Lithonia Lighting's EAX Area homepage.

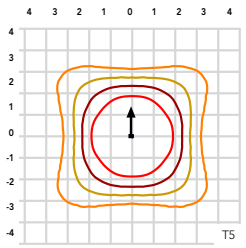
Isofootcandle plots for the EAX1 ALO SWW2. Distances are in units of mounting height (20').






## Performance Data

### Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the applicable tolerances. Contact factory for performance data on any configurations not shown here.

| Performance Package | System Watts (nominal) | Distribution Type | 30K (3000K, 70 CRI) | | | | | *40K (SWW2) (4000K, 70 CRI) | | | | | 50K (5000K, 70 CRI) | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Lumens | B | U | G | LPW | Lumens | B | U | G | LPW | Lumens | B | U | G | LPW |
| P1 | 34 | T2 | 5,390 | 2 | 0 | 2 | 157 | 5,611 | 2 | 0 | 2 | 166 | 5,551 | 2 | 0 | 2 | 163 |
| | | *SO (T3) | 5,419 | 2 | 0 | 2 | 162 | 5,638 | 2 | 0 | 2 | 171 | 5,603 | 2 | 0 | 2 | 170 |
| | | T4 | 5,272 | 1 | 0 | 2 | 152 | 5,472 | 1 | 0 | 3 | 162 | 5,408 | 1 | 0 | 3 | 158 |
| | | T5 | 5,345 | 2 | 0 | 1 | 155 | 5,511 | 3 | 0 | 1 | 164 | 5,435 | 2 | 0 | 1 | 160 |
| P2 | 48 | T2 | 7,403 | 2 | 0 | 2 | 151 | 7,825 | 2 | 0 | 2 | 162 | 7,551 | 2 | 0 | 2 | 158 |
| | | *SO (T3) | 7,471 | 2 | 0 | 3 | 159 | 7,934 | 2 | 0 | 3 | 171 | 7,681 | 2 | 0 | 3 | 168 |
| | | T4 | 7,188 | 2 | 0 | 3 | 147 | 7,629 | 2 | 0 | 3 | 158 | 7,350 | 2 | 0 | 3 | 154 |
| | | T5 | 7,237 | 3 | 0 | 1 | 150 | 7,673 | 3 | 0 | 2 | 161 | 7,367 | 3 | 0 | 2 | 155 |
| P3 | 63 | T2 | 9,319 | 3 | 0 | 3 | 145 | 10,029 | 3 | 0 | 3 | 159 | 9,514 | 3 | 0 | 3 | 152 |
| | | *SO (T3) | 9,543 | 2 | 0 | 3 | 156 | 10,259 | 2 | 0 | 3 | 169 | 9,807 | 2 | 0 | 3 | 165 |
| | | T4 | 9,104 | 2 | 0 | 3 | 142 | 9,783 | 2 | 0 | 3 | 155 | 9,262 | 2 | 0 | 3 | 148 |
| | | T5 | 9,159 | 3 | 0 | 2 | 144 | 9,831 | 3 | 0 | 2 | 157 | 9,266 | 3 | 0 | 2 | 150 |
| P4 | 82 | T2 | 11,617 | 3 | 0 | 3 | 138 | 12,731 | 3 | 0 | 3 | 152 | 11,825 | 3 | 0 | 3 | 146 |
| | | *SO (T3) | 12,049 | 3 | 0 | 3 | 152 | 13,218 | 3 | 0 | 3 | 167 | 12,345 | 3 | 0 | 3 | 162 |
| | | T4 | 11,414 | 2 | 0 | 3 | 136 | 12,488 | 2 | 0 | 4 | 149 | 11,572 | 2 | 0 | 3 | 142 |
| | | T5 | 11,419 | 3 | 0 | 2 | 138 | 12,495 | 3 | 0 | 2 | 152 | 11,547 | 3 | 0 | 2 | 144 |
| *ALO | 111 | T2 | 14,654 | 3 | 0 | 3 | 130 | 16,208 | 3 | 0 | 3 | 145 | 14,671 | 3 | 0 | 3 | 137 |
| | | *SO (T3) | 15,198 | 3 | 0 | 3 | 146 | 16,888 | 3 | 0 | 4 | 163 | 15,490 | 3 | 0 | 3 | 157 |
| | | T4 | 14,247 | 3 | 0 | 4 | 127 | 15,782 | 3 | 0 | 4 | 142 | 14,316 | 3 | 0 | 4 | 134 |
| | | T5 | 14,230 | 4 | 0 | 2 | 130 | 15,791 | 4 | 0 | 2 | 144 | 14,286 | 4 | 0 | 2 | 135 |

* Indicates default setting on luminaire configurations when ordered as ALO SWW2 SO



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## Performance Data

### ALO-Watts/ SWW2 CCT Switching Diagram

**Luminaire Default Settings**
ALO = Lumens / watts (set on high)
SWW2 = 4000 CCT (set on 40K)




### SO SwitchOptics™ 4-Optic Switching

**Luminaire Default Settings**
SO = T3 (set on Type III)




| SWITCHABLE SETTINGS | EAX1 | |
|---|---|---|
| Feature Type / Setting | Lumens | Watts |
| *ALO - Max (Adjustable lumen output) | 16,000 | 111 |
| P4 | 12,500 | 82 |
| P3 | 10,000 | 63 |
| P2 | 7,500 | 48 |
| P1 - Min (lowest setting) | 5,500 | 34 |
| SWW2 - Switchable Color Temperature (CCT) | 3000K / *4000K / 5000K | |
| SO - Switchable Optics | T2 / *T3 / T4 / T5 | |

Note: * Indicates default factory setting.
Watts and lumens are nominal values.

### Lumen Ambient Temperature (LAT) Multipliers

Use these factors to determine relative lumen output for average ambient temperatures from -30°C - 40°C (-22°F - 104°F)

| Ambient Temperature | | Lumen Multiplier |
|---|---|---|
| -30° C | -22° F | 1.03 |
| -20° C | -4° F | 1.02 |
| -10° C | 14° F | 1.02 |
| 0° C | 32° F | 1.01 |
| 10° C | 50° F | 1.01 |
| 20° C | 68° F | 1.00 |
| 25° C | 77° F | 1.00 |
| 30° C | 86° F | 0.99 |
| 40° C | 104° F | 0.98 |

### Projected LED Lumen Maintenance

Data references the extrapolated performance projections for the platforms noted in a 25°C ambient, based on 10,000 hours of LED testing (tested per IESNA LM-80-08 and projected per IESNA TM-21-11)

To calculate LLF, use the lumen maintenance factor that corresponds to the desired number of operating hours below. For other lumen maintenance values, contact factory.

| Projected Lumen Maintenance | | | |
|---|---|---|---|
| 0 Hrs | 25,000 Hrs | 50,000 Hrs | 100,000 Hrs |
| 100% | 92% | 86% | 74% |

### Electrical Load - UVOLT (120-347V)

| Performance Package | System Watts | Current(A) | | | | |
|---|---|---|---|---|---|---|
| | | 120V | 208V | 240V | 277V | 347V |
| P1 | 34W | 0.27 | 0.19 | 0.18 | 0.17 | 0.15 |
| P2 | 48W | 0.34 | 0.24 | 0.21 | 0.20 | 0.18 |
| P3 | 63W | 0.52 | 0.33 | 0.29 | 0.26 | 0.23 |
| P4 | 82W | 0.64 | 0.39 | 0.34 | 0.30 | 0.26 |
| ALO-Max | 111W | 0.89 | 0.52 | 0.46 | 0.40 | 0.33 |

### Electrical Load - XVOLT (277 - 480V)

| Performance Package | System Watts | Current(A) | | |
|---|---|---|---|---|
| | | 277V | 347V | 480V |
| P1 | 34W | 0.13 | 0.11 | 0.10 |
| P2 | 48W | 0.17 | 0.15 | 0.13 |
| P3 | 63W | 0.23 | 0.19 | 0.15 |
| P4 | 82W | 0.29 | 0.24 | 0.19 |
| ALO-Max | 111W | 0.38 | 0.30 | 0.23 |


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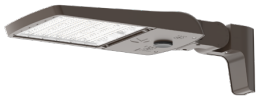
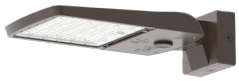
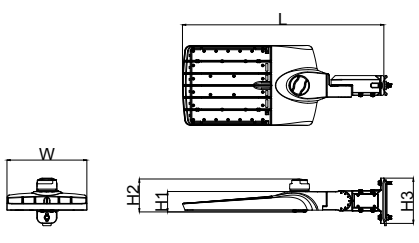
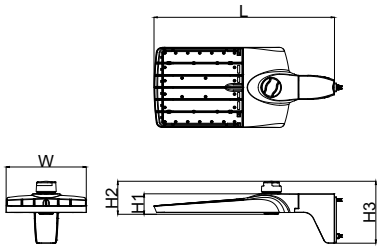
## Dimensions and Weights

| EAX1 Luminaire + Mounting Option | Mounting Description | Luminaire Total Weight (lbs) | Image | DIMENSIONS (inches) Length | Width | Height (H1) (main body) | Height (H2) (w/ shorting cap) | Max Height (H3) (w/ arm & shrt cap) |
|---|---|---|---|---|---|---|---|---|
| L/M | Less mount | 10 | N/A | 21.24 | | | N/A | N/A |
| UPM | Universal pole mount arm with tilt, square / round & pole top 2-3/8" tenon mount | 14 |  | 29.77 | | | | 6.69 |
| SRA | Square / round pole standard arm mount | 13 |  | 26.60 | | | | 9.13 |
| IS | Adjustable slipfitter for 2-3/8" OD tenon | 14 |  | 29.30 | 11.81 | 3.02 | | 4.72 |
| ASRP | Adjustable arm with tilt for square / round pole | 14 |  | 28.83 | | | 4.87 | 9.02 |
| WBA | Wall bracket with qty (4) 3/4" surface conduit taps | 14 |  | 24.44 | | | | 6.94 |
| YK | Yoke mount | 14 |  | 27.58 | | | | 4.70 |

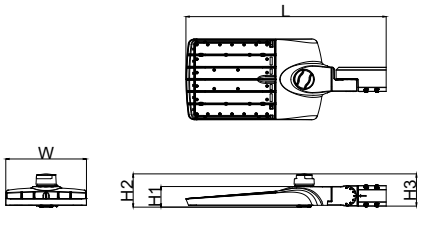
**Note:** Line drawings for reference, see chart for weight overall dimensions by mounting type.




**Universal Tilt Round / Square Pole Top Tenon Mount**
(UPM)




**Square / Round Pole Mount**
(SRA)




**Adjustable Slipfitter**
(IS)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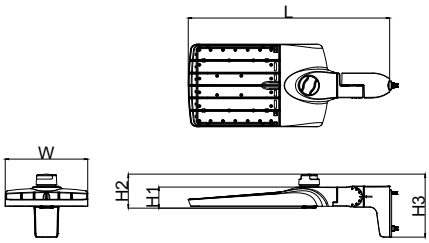
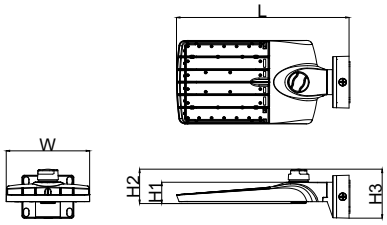
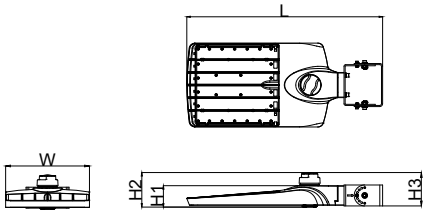



**Adjustable Round / Square Mount**
(ASRP)




**Wall Bracket with Surface Conduit**
(WBA)




**Yoke Mount**
(YK)



**EAX1 with option NLTAIR2 PIRH**



**EAX1 with option PIRH (TLS Sensor)**

## NLTAIR2 PIRH Default Settings

**OUT-OF-THE-BOX SETTINGS**
Occupancy Enabled / To Dim State: 7.5 Minutes
High Trim Occupied Dim Level: 100%
Low Trim Unoccupied Dim Level: 30%
Photo Control Enabled / Setpoint: 2.5fc
Dimming Fade Rate: 5 minutes
Photocell Transition Time Off: 5 minutes
Photocell Transition Time On: 45 seconds

*Settings are adjusted using ClarityProTM App

## TLS ODP Default Settings

**OUT-OF-THE-BOX, FIELD-SETTABLE DEFAULTS:**
Occupancy: 10-minutes
High Trim: 100%
Photocell setpoint: 3 fc

**OUT-OF-THE-BOX, FIXED DEFAULTS:**
Low Trim: 30% (static value)
Fade Down Rate1: 30 seconds
Photocell Transition2 Time Off : 5 minutes
Photocell Transition3 Time On: 30 seconds

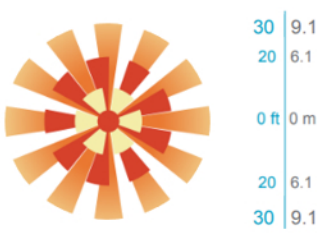
*Field-settable settings can be adjusted using the IWP accessory (infrared wireless remote)

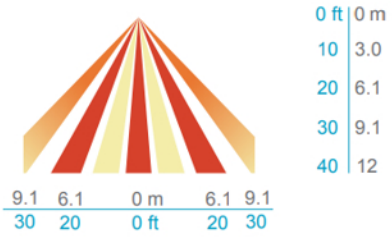
sensorswitch

1. Time period from when motion time delay expires to when lights are at low trim level.
2. The time period after the photocell measures a light level above the set-point (+ deadband) that it will turn lights off.
3. The time period after the photocell measures a light level below the set-point that it will turn lights on

*Visit TLS ODP for more information

## Sensor Detection Pattern




- Sensor detection / coverage pattern is based on luminaire at 0° orientation. The sensor is designed to perform effectively across typical tilt angles, though the coverage pattern will adjust with orientation.
- Reliable detection of large motion (e.g. pedestrian walking traffic) up to 30 ft. (9.1 m) mounting height
- Reliable detection of extra-large motion (e.g. vehicular) up to 40 ft. (12 m) mounting height
- Tested to NEMA WD 7-2011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## FEATURES & SPECIFICATIONS

### INTENDED USE
The EAX family offers a site wide solution providing everything needed to light new exterior sites and retrofit existing HID area luminaires using the fewest amount of configurations. EAX features the broadest range of on-board switchable technology to adjust lumens, color temperature and now, uses exclusive SwitchOptics™, providing four-optic switching, including Type II, III, IV and V distributions, all from the same luminaire. This superior flexibility allows for fast and easy installation while helping reduce SKU counts and inventory costs. EAX is a great choice for pole mount and other applications including large area lighting, parking lots, storage areas, retail, office and other exterior spaces.

### CONSTRUCTION
Die-cast aluminum housing with heat-dissipating fins enhances LED efficacy and component life. Driver is accessible through a hinged die-cast aluminum door for easy maintenance. The light engine and driver compartment is completely sealed against moisture and environmental contaminants and rated IP66. Injection molded one-piece optics are made of high strength polycarbonate and rated IK08. Housing features a unique modular arm mount system allowing easy installation, for fast and simple luminaire change-out through six different mounting types that accommodate the vast needs of existing equipment used throughout area lighting applications.

### ELECTRICAL
Light engine consists of high-efficacy LEDs mounted to metal-core circuit boards to maximize heat dissipation and promote long life (up to L74/100,000 hours at 25°C). The 0-10V dimming, electronic driver has a power factor of >90% and THD <20%. Standard 6KV surge protection included, optional 10KV surge available.

### ON-BOARD SWITCHABLE TECHNOLOGY
All luminaires provide this standard set of features providing maximum in-field adjustability to accommodate the vast needs of lighting jobs. All switches are protected yet accessible via exterior on the driver compartment. Adjustable Lumen Output (ALO): Provides 5-step dimming, allowing the contractor to adjust the lumen levels based on application needs. Luminaires ship on the maximum ALO setting and can easily be changed to other positions P4 / P3 / P2 / P1, when less light and/or more energy savings is desired. Switchable Correlated Color Temperature (CCT): Luminaires ship on the SWW2, 4000K setting and can easily be changed to 3000K or 5000K color temperature. SwitchOptics™ 4-Optic Switching. This feature provides the benefit of using a single luminaire to provide four different photometric distributions. Luminaires ship on setting SO = T3 (Type III) distribution, and can easily be changed to other distribution patterns T2, T4 and T5.

### CONTROLS
All EAX luminaires include an Acuity TLS twist-to-lock, sensor-ready twist-to-lock receptacle. Option PIRH features a factory installed SensorSwitch™ TLS ODP (occupancy dimming/photocell) sensor with default settings and can be reprogrammed from the ground via wireless remote (IWP). Luminaires can also be configured to ship with nLight AIR™ Networked, Bi-Level motion / ambient sensors. Option (PER) 3-wire twist-lock photocell receptacle with shorting cap is included as standard on stock SKUs with mounting arm included. Type L/M luminaires can be configured with option (PER7) 7-wire twist-lock photocell receptacle with pins 4/5 connected to driver dimming leads and pins 6/7 capped.

### INSTALLATION
The EAX1 is light weight and easy to install by a single person. The vast assortment of mountings are easily interchanged using two bolts and do not require one to open the luminaire during installation. EAX features three types of "no-drill" arms that help save labor, time and money by accommodating the largest range of pre-existing pole drillings. Adjustable tilt (UPM / ASRP) and non-tilt (SRA) mounting arms are available and all three can be used on minimum 3" O.D. round and 3.5" minimum square poles. 2-3/8" adjustable slipfitter (IS), and adjustable yoke (YK) are available. A wall bracket (WBA) is available and includes qty (4) 3/4" conduit taps for surface conduit wiring. Some configurations include the mounting shipped in the same carton as the luminaire. Luminaires with less mount (L/M) must use/choose a separate mounting accessory ordered and shipped as a separate line item. All EAX luminaires are to be installed and aimed facing downward, for down lighting only.

### LISTINGS
UL Listed to U.S. and Canadian safety standards for wet locations and NOM certified. Tested in accordance with IESNA LM-79 and LM-80 standards. Operating temperature -40C to 40C. DesignLights Consortium® (DLC) Premium qualified product and DLC qualified product. Not all versions of this product may be DLC Premium qualified or DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

### WARRANTY
5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at:
www.acuitybrands.com/support/warranty/terms-and-conditions

**Note:** Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.


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# EAX1
## LED Area Luminaire

## Specifications

**EPA (ft²@0°):** 0.59 ft² 0.05 m²)

**Length:** 26.6" (67.64 cm) (SRA mount)

**Width:** 11.8" (30.0 cm)

**Height:** 2.8" (7.1 cm) Main Body
7.3" (18.5 cm) Arm

**Weight:** 13 lbs (5.9 kg)

## Introduction

The EAX family provides the best combination of switchable technology including adjustable lumens, switchable CCT color temperature and exclusive four-optic SwitchOptics™ providing Type II, III, IV and V distribution patterns; all from a single luminaire. This vast feature-set allows maximum flexibility while managing the lowest possible SKU counts on the shelf or in-field on area lighting projects.

The EAX1 delivers 5,000 to 16,000 lumens. It is a great choice for lighting new sites and retrofit, including HID 50W to 400W area luminaires, while providing long service life and fast payback. Choice of six different modular mountings offer a variety of labor savings features including "no-drill" mounting arms that fit the majority of existing pole drillings.

**EAX1 Stock Luminaires with Mount Included**

| Catalog | Lumens (set on max) | Watts (set on max) | CCT (set on 40K) | Optics (set on T3) | Voltage | Mounting Type | Finish | CI Code | UPC | Pallet Qty |
|---|---|---|---|---|---|---|---|---|---|---|
| EAX1 ALO SWW2 SO UVOLT UPM PER DDB | 5,500 -16,000 | 34 - 111 | 30K/40K/50K | T2, T3, T4, T5 | 120-347V | UPM ships included | Dark Bronze | *292P6U | 00198934597748 | 21 |
| EAX1 ALO SWW2 SO UVOLT IS PER DDB | 5,500 -16,000 | 34 - 111 | 30K/40K/50K | T2, T3, T4, T5 | 120-347V | IS ships included | Dark Bronze | *292P6T | 00198934597731 | 21 |

**EAX1 Stock Luminaires Less Mount L/M (order mount separately, see mounting accessories)**

| Catalog | Lumens (set on max) | Watts (set on max) | CCT (set on 40K) | Optics (set on T3) | Voltage | Mounting Type | Finish | CI Code | UPC | Pallet Qty |
|---|---|---|---|---|---|---|---|---|---|---|
| EAX1 ALO SWW2 SO UVOLT L/M DDB | 5,500 -16,000 | 34 - 111 | 30K/40K/50K | T2, T3, T4, T5 | 120-347V | order mount separately | Dark Bronze | *292P6E | 00198934597601 | 48 |
| EAX1 ALO SWW2 SO UVOLT L/M BL | 5,500 -16,000 | 34 - 111 | 30K/40K/50K | T2, T3, T4, T5 | 120-347V | order mount separately | Black | *292P6K | 00198934597663 | 48 |
| EAX1 ALO SWW2 SO UVOLT L/M WH | 5,500 -16,000 | 34 - 111 | 30K/40K/50K | T2, T3, T4, T5 | 120-347V | order mount separately | White | *292P6M | 00198934597687 | 48 |

**Notes:** 1) PER NEMA photocell receptacle + shorting cap is standard on units shipped with mount included. 2) Units with L/M do not include mount in carton. Order mount on separate line (see accessories). 3) Acuity TLS twist-to-lock type receptacle is standard on all luminaires. 4) Black (BL) and white (WH) finish only available on L/M type luminaires, held only at select distribution centers (check availability).

**EAX Mounting Accessories (select one when ordering L/M luminaire - ships on separate line, match finish)**

| Catalog | Description | Finish | CI Code | UPC | Pallet Qty |
|---|---|---|---|---|---|
| EAX UPM DDB M6 | Universal tilt arm square/round & pole top tenon mount | Dark Bronze | *292P92 | 00198934598424 | 240 |
| EAX SRA DDB M6 | Standard square and round pole arm | Dark Bronze | *292P95 | 00198934598431 | 240 |
| EAX IS DDB M6 | Adjustable slipfitter | Dark Bronze | *292P9E | 00198934598530 | 360 |
| EAX ASRP DDB M6 | Adjustable tilt square and round pole arm | Dark Bronze | *292P9G | 00198934598547 | 270 |
| EAX WBA DDB M6 | Wall bracket adapter | Dark Bronze | *292P9H | 00198934598554 | 270 |
| EAX YK DDB M6 | Adjustable yoke | Dark Bronze | *292P9J | 00198934598561 | 300 |
| EAX UPM BL M6 | Universal tilt arm square/round & pole top tenon mount | Black | *292P9M | 00198934598639 | 240 |
| EAX SRA BL M6 | Standard square and round pole arm | Black | *292P9U | 00198934598653 | 240 |
| EAX IS BL M6 | Adjustable slipfitter | Black | *292P9V | 00198934598677 | 360 |
| EAX ASRP BL M6 | Adjustable tilt square and round pole arm | Black | *292PA5 | 00198934598752 | 270 |
| EAX WBA BL M6 | Wall bracket adapter | Black | *292PA7 | 00198934598783 | 270 |
| EAX YK BL M6 | Adjustable yoke | Black | *292PA9 | 00198934598806 | 300 |
| EAX UPM WH M6 | Universal tilt arm square/round & pole top tenon mount | White | *292PAC | 00198934598820 | 240 |
| EAX SRA WH M6 | Standard square and round pole arm | White | *292PAF | 00198934598851 | 240 |
| EAX IS WH M6 | Adjustable slipfitter | White | *292PAJ | 00198934598868 | 360 |
| EAX ASRP WH M6 | Adjustable tilt square and round pole arm | White | *292PAK | 00198934598882 | 270 |
| EAX WBA WH M6 | Wall bracket adapter | White | *292PAN | 00198934598899 | 270 |
| EAX YK WH M6 | Adjustable yoke | White | *292PAR | 00198934598943 | 300 |

**Notes:** 1) Mounting accessory required when ordering L/M type luminaires (available in master pack of 6, ships on separate line, match finish). 2) Mounting accessories include all necessary hardware to attach to and install luminaire. 3) Black (BL) and white (WH) finish only available on L/M type luminaires, held only at select distribution centers (check availability).


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Design Select options indicated by this color background.

## Ordering Information Configurable

**EXAMPLE:** EAX1 ALO SWW2 SO XVOLT SRA PER DDB

| EAX1 | ALO | SWW2 | SO | XVOLT | SRA |
|---|---|---|---|---|---|
| **Series** | **Package** | **Color Temperature** | **Distribution (Optics)** | **Voltage** | **Mounting** |
| EAX1 | ALO[1] 16,000 lumens (default setting)<br>P4 12,500 lumens<br>P3 10,000 lumens<br>P2 7,500 lumens<br>P1 5,500 lumens<br>(nominal lumens by setting) | SWW2[1] 4000K (default setting)<br>30K 3000K<br>50K 5000K | SO[1] Switchable optics (default setting T3-Type III)<br>T2 Type II<br>T4 Type IV<br>T5 Type V | UVOLT[2] 120-347V<br>XVOLT[3] 277-480V | SRA Square/round pole standard arm (fits 3.5" min SQ and 3" min dia. RND poles)<br>IS Adjustable slipfitter (fits 2 3/8" OD tenon)<br>ASRP Adjustable tilt square/round arm (fits 3.5" min SQ and 3" min dia. RND poles)<br>Choose (1) mounting (PER and mount ships included ) (dark bronze only)[6]<br>L/M[7] Less mount<br>Order mount separately (PER not included) (available in dark bronze, black and white) |

| PER | PIRH | DDB |
|---|---|---|
| **Options** | **Other Configured Options** | **Finish** |
| PER[6,9,10] 3-wire twist-lock photocell receptacle (included as standard when chosen with one of these mounting options UPM, IS, SRA, ASRP) | PER7[9,10,11,12,13] 7-wire twist-lock photocell receptacle<br>DMG[12,13] 0-10V dimming cord<br>SPD10KV 10KV surge protection<br>PIRH[13,16] TLS ODP occupancy dimming/photocell provides ambient dusk-to-dawn and motion sensor dimming (100/30%) for 15-40' mounting heights.<br>NLTAIR2 PIRH[13,16] Embedded wireless controls nLight AIR gen 2, PIR motion and on/off photocell for 15'-40' mounting heights (ships installed)<br>PE12[14] Twist-lock Photocontrol 120-277V (ships included)<br>PE3[14] Twist-lock Photocontrol 347V (ships included)<br>PE4[14] Twist-lock Photocontrol 480V (ships included) | DDB Dark Bronze<br>BL[8] Black (Available with L/M configurations only)<br>WH[8] White (Available with L/M configurations only) |

## Accessories

*Ordered and shipped separately.*

| | | |
|---|---|---|
| *292PAT | EAX1HSEGSBL M6 | EAX1 House side and external glare shield kit, black finish |
| *220XM7 | DLL127F 1.5 CUL JU | Photocell -SSL twist-lock (120-277V) |
| *219NHA | DLL347F 1.5 CUL JU | Photocell -SSL twist-lock (347V) |
| *219NHE | DLL480F 1.5 CUL JU | Photocell -SSL twist-lock (480V) |
| *232TL4 | DSHORT SBK U | Shorting cap |
| *251FY6 | AS3-5 490 DDBXD | Pole top tenon adapter 2 3/8" tenon 4 @ 90 |
| *2948GT | TLS ODP BK | Twist-to-lock sensor, outdoor, black |
| *2948GS | TLS ODP WH | Twist-to-lock sensor, outdoor white |
| *289T19 | IWP | Infrared wireless remote |

design select

Items marked by a shaded background qualify for the Design Select program and ship in 15 days or less. To learn more about Design Select, visit www.acuitybrands.com/designselect.
*See ordering tree for details

**NOTES**

1. See default settings under package, color temperature and optics. Other settings can be adjusted via switch in the field.
2. UVOLT driver operates on any line voltage from 120-347V (50/60 Hz).
3. XVOLT driver operates on any line voltage from 277-480V (50/60 Hz).
4. YK and WBA mount can be purchased as accessories or combined on same order with (L/M) less mount luminaires.
5. Acuity twist-to-lock type sensor receptacle is standard on all luminaires.
6. PER + shorting cap standard on luminaires with mounting included in same shipping carton (available in dark bronze finish only). Not available with L/M, use PER7.
7. Units with L/M do not include mounting with luminaire. Order mount as separate line item (see accessories).
8. Black (BL) and white (WH) finish only available on L/M type luminaires. Held only at select distribution centers..
9. Luminaires with option PER and PER7 do not include photocell control as standard, order option (PE12, PE3, or PE4) included in carton or as accessory as separate line item (see other options).
10. For units with option PER and PER7, the luminaire must be restricted to +/- 45° from horizontal aim per ANSI C136.10-2010. If aiming above 45 degree tilt, use EAX luminaires with configuration L/M.
11. PER7 is compatible with standard twist-lock photocells for dusk to dawn operation or advanced control nodes that provide 0-10V dimming signals. Wire 4/Wire 5 wired to dimming leads on driver. Wire6/Wire7 capped inside luminaire.
12. With option PER7 or DMG, the TLS sensor receptacle wires are disconnected allowing its connection directly to the driver dimming leads.
13. Following options are not available/cannot share driver dimming leads in combination: PER7, DMG, PIRH, NLTAIR2.
14. Option PE12, PE3 or PE4 photocells require one of option PER or PER7. PE4 requires option XVOLT.
15. All EAX luminaires are to be installed and aimed facing downward, for down lighting only.
16. Sensor body finish available in black for combination with DDB and BL luminaires. Also available in white for combination with WH luminaires.

## External Shields



**House Side / External Glare Shield Kit**
(Note: Shield is reversible, can be used rear and forward facing. Single back panel used as (HS) house side shield)



**Three Sided External Glare Shield**
(EGSR rear facing)



**House Side Shield**
(HS)



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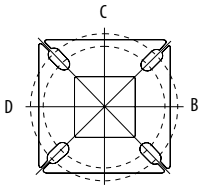
## Pole/Mounting Informatiion

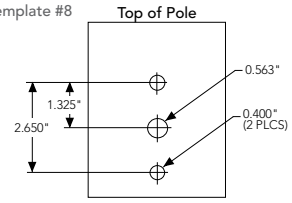
Accessories including bullhorns, cross arms and other adapters are available under the accessories tab at Lithonia's Outdoor Poles and Arms product page. Click here to visit Accessories.

### HANDHOLE ORIENTATION



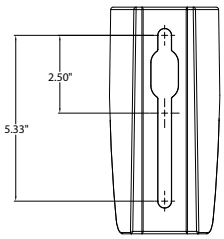

### EAX SRA AND ASRP POLE DRILLING

Template #8



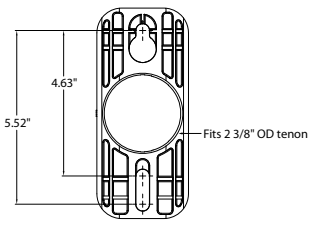

### SRA STANDARD ARM AND ASRP ADJUSTABLE ARM

(on-center pole drilling range)




SRA

### UPM Mount / Drilling Dimensions




### Round Tenon Mount - Pole Top Slipfitters

| Tenon O.D. | EAX Mounting | Single | 2 at 180° | 2 at 90° | 3 at 120° | 3 at 90° | 4 at 90° |
|---|---|---|---|---|---|---|---|
| 2 - 3/8" | SRA, ASRP | AS3-5 190 | AS3-5 280 | AS3-5 290 | AS3-5 320 | AS3-5 390 | AS3-5 490 |
| 2 - 7/8" | SRA, ASRP | AST25-190 | AST25-280 | AST25-290 | AST25-320 | AST25-390 | AST25-490 |
| 4" | SRA, ASRP | AST35-190 | AST35-280 | AST35-290 | AST35-320 | AST35-390 | AST35-490 |

### Drill/Side Location by Configuration Type

| Drilling Template | Mounting Option | Single | 2 @ 180 | 2 @ 90 | 3 @ 120 | 3 @ 90 | 4 @ 90 |
|---|---|---|---|---|---|---|---|
| | **Head Location** | Side B | Side B & D | Side B & C | Round Pole Only | Side B, C & D | Side A, B, C & D |
| **#8 drilling (used with SRA or ASRP arms)** | **Drill Nomenclature** | DM19AS | DM28AS | DM29AS | DM32AS | DM39AS | DM49AS |

### EAX1 - Luminaire EPA

*Includes luminaire and mounting arms listed. Other tenons, arms, brackets or other accessories are not included in this EPA data.

| Fixture Quantity & Mounting Configuration | | Single | 2 @ 90 | 2 @ 180 | 3 @ 90 | 3 @ 120 | 4 @ 90 | 2 Side by Side | 3 Side by Side | 4 Side by Side |
|---|---|---|---|---|---|---|---|---|---|---|
| **Mounting Type** | **Tilt** | | | | | | | | | |
| **SRA - Square / Round Pole Arm** | 0° | 0.59 | 1.10 | 1.19 | 1.32 | 1.28 | 1.34 | 0.93 | 1.41 | 1.86 |
| | | | | | | | | | | |
| **Covers following mounting types:** **IS -** Adjustable Slipfitter **ASRP -** Adjustable Square / Round Pole Arm **UPM -** Universal Tilt Square / Round & Pole Top Tenon Arm | 0° | 0.59 | 1.10 | 1.19 | 1.32 | 1.28 | 1.34 | 0.93 | 1.41 | 1.86 |
| | 10° | 0.69 | 1.37 | 1.38 | 1.61 | 1.60 | 1.84 | 1.25 | 1.83 | 2.43 |
| | 20° | 0.95 | 1.84 | 1.96 | 2.26 | 2.30 | 2.75 | 2.10 | 3.20 | 4.35 |
| | 30° | 1.22 | 2.29 | 2.53 | 2.99 | 2.98 | 3.63 | 2.69 | 3.77 | 3.68 |
| | 40° | 1.49 | 2.70 | 3.05 | 3.63 | 3.60 | 4.38 | 3.27 | 4.55 | 6.08 |
| | 50° | 1.73 | 3.06 | 3.52 | 4.15 | 4.11 | 4.98 | 3.75 | 5.27 | 7.04 |
| | 60° | 1.93 | 3.34 | 3.94 | 4.51 | 4.53 | 5.37 | 3.87 | 5.85 | 7.82 |
| | 70° | 2.07 | 3.55 | 4.24 | 4.63 | 4.84 | 5.44 | 4.15 | 6.28 | 8.38 |
| | 80° | 2.14 | 3.67 | 4.25 | 5.15 | 5.13 | 6.16 | 4.29 | 6.44 | 8.59 |
| | 90° | 2.16 | 3.71 | 4.26 | 4.86 | 5.26 | 5.55 | 4.33 | 6.49 | 8.66 |

Note: EPA for EAX1HSEGS house side/glare shield accessory installed on EAX1 luminaire is 0.92 sq.ft. at 0° tilt.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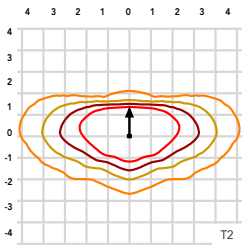
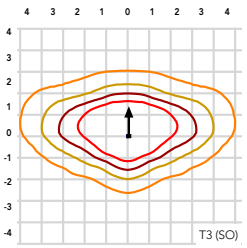
## Photometric Diagrams

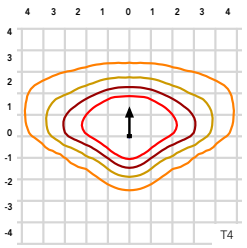
To see complete photometric reports or download .ies files for this product, visit Lithonia Lighting's EAX Area homepage.

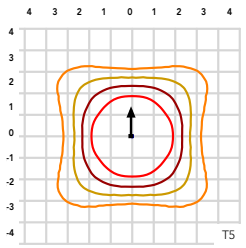
Isofootcandle plots for the EAX1 ALO SWW2. Distances are in units of mounting height (20').






## Performance Data

### Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the applicable tolerances. Contact factory for performance data on any configurations not shown here.

| Performance Package | System Watts (nominal) | Distribution Type | 30K (3000K, 70 CRI) | | | | | *40K (SWW2) (4000K, 70 CRI) | | | | | 50K (5000K, 70 CRI) | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Lumens | B | U | G | LPW | Lumens | B | U | G | LPW | Lumens | B | U | G | LPW |
| P1 | 34 | T2 | 5,390 | 2 | 0 | 2 | 157 | 5,611 | 2 | 0 | 2 | 166 | 5,551 | 2 | 0 | 2 | 163 |
| | | *SO (T3) | 5,419 | 2 | 0 | 2 | 162 | 5,638 | 2 | 0 | 2 | 171 | 5,603 | 2 | 0 | 2 | 170 |
| | | T4 | 5,272 | 1 | 0 | 2 | 152 | 5,472 | 1 | 0 | 3 | 162 | 5,408 | 1 | 0 | 3 | 158 |
| | | T5 | 5,345 | 2 | 0 | 1 | 155 | 5,511 | 3 | 0 | 1 | 164 | 5,435 | 2 | 0 | 1 | 160 |
| P2 | 48 | T2 | 7,403 | 2 | 0 | 2 | 151 | 7,825 | 2 | 0 | 2 | 162 | 7,551 | 2 | 0 | 2 | 158 |
| | | *SO (T3) | 7,471 | 2 | 0 | 3 | 159 | 7,934 | 2 | 0 | 3 | 171 | 7,681 | 2 | 0 | 3 | 168 |
| | | T4 | 7,188 | 2 | 0 | 3 | 147 | 7,629 | 2 | 0 | 3 | 158 | 7,350 | 2 | 0 | 3 | 154 |
| | | T5 | 7,237 | 3 | 0 | 1 | 150 | 7,673 | 3 | 0 | 2 | 161 | 7,367 | 3 | 0 | 2 | 155 |
| P3 | 63 | T2 | 9,319 | 3 | 0 | 3 | 145 | 10,029 | 3 | 0 | 3 | 159 | 9,514 | 3 | 0 | 3 | 152 |
| | | *SO (T3) | 9,543 | 2 | 0 | 3 | 156 | 10,259 | 2 | 0 | 3 | 169 | 9,807 | 2 | 0 | 3 | 165 |
| | | T4 | 9,104 | 2 | 0 | 3 | 142 | 9,783 | 2 | 0 | 3 | 155 | 9,262 | 2 | 0 | 3 | 148 |
| | | T5 | 9,159 | 3 | 0 | 2 | 144 | 9,831 | 3 | 0 | 2 | 157 | 9,266 | 3 | 0 | 2 | 150 |
| P4 | 82 | T2 | 11,617 | 3 | 0 | 3 | 138 | 12,731 | 3 | 0 | 3 | 152 | 11,825 | 3 | 0 | 3 | 146 |
| | | *SO (T3) | 12,049 | 3 | 0 | 3 | 152 | 13,218 | 3 | 0 | 3 | 167 | 12,345 | 3 | 0 | 3 | 162 |
| | | T4 | 11,414 | 2 | 0 | 3 | 136 | 12,488 | 2 | 0 | 4 | 149 | 11,572 | 2 | 0 | 3 | 142 |
| | | T5 | 11,419 | 3 | 0 | 2 | 138 | 12,495 | 3 | 0 | 2 | 152 | 11,547 | 3 | 0 | 2 | 144 |
| *ALO | 111 | T2 | 14,654 | 3 | 0 | 3 | 130 | 16,208 | 3 | 0 | 3 | 145 | 14,671 | 3 | 0 | 3 | 137 |
| | | *SO (T3) | 15,198 | 3 | 0 | 3 | 146 | 16,888 | 3 | 0 | 4 | 163 | 15,490 | 3 | 0 | 3 | 157 |
| | | T4 | 14,247 | 3 | 0 | 4 | 127 | 15,782 | 3 | 0 | 4 | 142 | 14,316 | 3 | 0 | 4 | 134 |
| | | T5 | 14,230 | 4 | 0 | 2 | 130 | 15,791 | 4 | 0 | 2 | 144 | 14,286 | 4 | 0 | 2 | 135 |

* Indicates default setting on luminaire configurations when ordered as ALO SWW2 SO



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## Performance Data

### ALO-Watts/ SWW2 CCT Switching Diagram

**Luminaire Default Settings**
ALO = Lumens / watts (set on high)
SWW2 = 4000 CCT (set on 40K)




### SO SwitchOptics™ 4-Optic Switching

**Luminaire Default Settings**
SO = T3 (set on Type III)




| SWITCHABLE SETTINGS | EAX1 | |
|---|---|---|
| Feature Type / Setting | Lumens | Watts |
| *ALO - Max (Adjustable lumen output) | 16,000 | 111 |
| P4 | 12,500 | 82 |
| P3 | 10,000 | 63 |
| P2 | 7,500 | 48 |
| P1 - Min (lowest setting) | 5,500 | 34 |
| SWW2 - Switchable Color Temperature (CCT) | 3000K / *4000K / 5000K | |
| SO - Switchable Optics | T2 / *T3 / T4 / T5 | |

Note: * Indicates default factory setting.
Watts and lumens are nominal values.

### Lumen Ambient Temperature (LAT) Multipliers

Use these factors to determine relative lumen output for average ambient temperatures from -30°C - 40°C (-22°F - 104°F)

| Ambient Temperature | | Lumen Multiplier |
|---|---|---|
| -30° C | -22° F | 1.03 |
| -20° C | -4° F | 1.02 |
| -10° C | 14° F | 1.02 |
| 0° C | 32° F | 1.01 |
| 10° C | 50° F | 1.01 |
| 20° C | 68° F | 1.00 |
| 25° C | 77° F | 1.00 |
| 30° C | 86° F | 0.99 |
| 40° C | 104° F | 0.98 |

### Projected LED Lumen Maintenance

Data references the extrapolated performance projections for the platforms noted in a 25°C ambient, based on 10,000 hours of LED testing (tested per IESNA LM-80-08 and projected per IESNA TM-21-11)

To calculate LLF, use the lumen maintenance factor that corresponds to the desired number of operating hours below. For other lumen maintenance values, contact factory.

| Projected Lumen Maintenance | | | |
|---|---|---|---|
| 0 Hrs | 25,000 Hrs | 50,000 Hrs | 100,000 Hrs |
| 100% | 92% | 86% | 74% |

### Electrical Load - UVOLT (120-347V)

| Performance Package | System Watts | Current(A) | | | | |
|---|---|---|---|---|---|---|
| | | 120V | 208V | 240V | 277V | 347V |
| P1 | 34W | 0.27 | 0.19 | 0.18 | 0.17 | 0.15 |
| P2 | 48W | 0.34 | 0.24 | 0.21 | 0.20 | 0.18 |
| P3 | 63W | 0.52 | 0.33 | 0.29 | 0.26 | 0.23 |
| P4 | 82W | 0.64 | 0.39 | 0.34 | 0.30 | 0.26 |
| ALO-Max | 111W | 0.89 | 0.52 | 0.46 | 0.40 | 0.33 |

### Electrical Load - XVOLT (277 - 480V)

| Performance Package | System Watts | Current(A) | | |
|---|---|---|---|---|
| | | 277V | 347V | 480V |
| P1 | 34W | 0.13 | 0.11 | 0.10 |
| P2 | 48W | 0.17 | 0.15 | 0.13 |
| P3 | 63W | 0.23 | 0.19 | 0.15 |
| P4 | 82W | 0.29 | 0.24 | 0.19 |
| ALO-Max | 111W | 0.38 | 0.30 | 0.23 |


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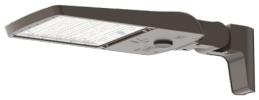
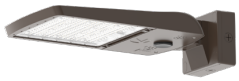
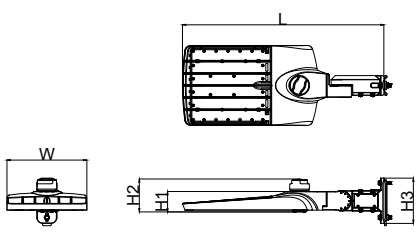
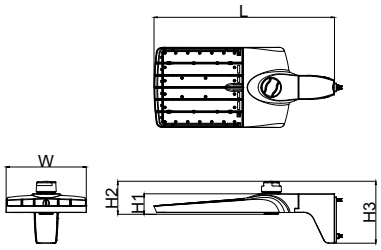
## Dimensions and Weights

| EAX1 Luminaire + Mounting Option | Mounting Description | Luminaire Total Weight (lbs) | Image | DIMENSIONS (inches) Length | Width | Height (H1) (main body) | Height (H2) (w/ shorting cap) | Max Height (H3) (w/ arm & shrt cap) |
|---|---|---|---|---|---|---|---|---|
| L/M | Less mount | 10 | N/A | 21.24 | | | N/A | N/A |
| UPM | Universal pole mount arm with tilt, square / round & pole top 2-3/8" tenon mount | 14 |  | 29.77 | | | | 6.69 |
| SRA | Square / round pole standard arm mount | 13 |  | 26.60 | | | | 9.13 |
| IS | Adjustable slipfitter for 2-3/8" OD tenon | 14 |  | 29.30 | 11.81 | 3.02 | | 4.72 |
| ASRP | Adjustable arm with tilt for square / round pole | 14 |  | 28.83 | | | 4.87 | 9.02 |
| WBA | Wall bracket with qty (4) 3/4" surface conduit taps | 14 |  | 24.44 | | | | 6.94 |
| YK | Yoke mount | 14 |  | 27.58 | | | | 4.70 |

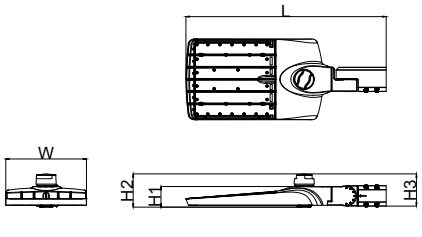
**Note:** Line drawings for reference, see chart for weight overall dimensions by mounting type.




**Universal Tilt Round / Square Pole Top Tenon Mount**
(UPM)




**Square / Round Pole Mount**
(SRA)




**Adjustable Slipfitter**
(IS)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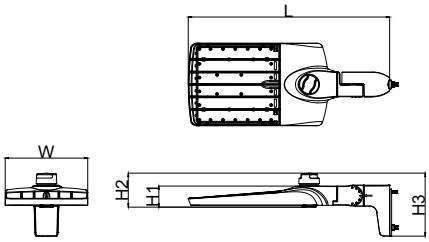
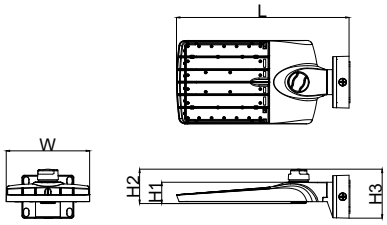
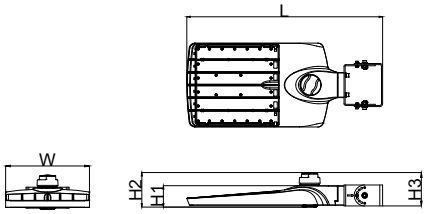



**Adjustable Round / Square Mount**
(ASRP)




**Wall Bracket with Surface Conduit**
(WBA)




**Yoke Mount**
(YK)



**EAX1 with option NLTAIR2 PIRH**



**EAX1 with option PIRH (TLS Sensor)**

## NLTAIR2 PIRH Default Settings

**OUT-OF-THE-BOX SETTINGS**
Occupancy Enabled / To Dim State: 7.5 Minutes
High Trim Occupied Dim Level: 100%
Low Trim Unoccupied Dim Level: 30%
Photo Control Enabled / Setpoint: 2.5fc
Dimming Fade Rate: 5 minutes
Photocell Transition Time Off: 5 minutes
Photocell Transition Time On: 45 seconds

*Settings are adjusted using ClarityProTM App

## TLS ODP Default Settings

**OUT-OF-THE-BOX, FIELD-SETTABLE DEFAULTS:**
Occupancy: 10-minutes
High Trim: 100%
Photocell setpoint: 3 fc

**OUT-OF-THE-BOX, FIXED DEFAULTS:**
Low Trim: 30% (static value)
Fade Down Rate1: 30 seconds
Photocell Transition2 Time Off : 5 minutes
Photocell Transition3 Time On: 30 seconds

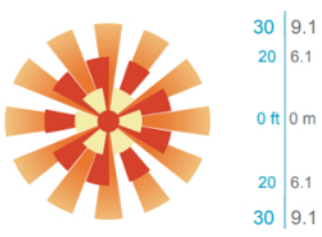
*Field-settable settings can be adjusted using the IWP accessory (infrared wireless remote)

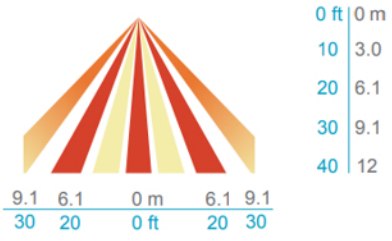
sensorswitch

1. Time period from when motion time delay expires to when lights are at low trim level.
2. The time period after the photocell measures a light level above the set-point (+ deadband) that it will turn lights off.
3. The time period after the photocell measures a light level below the set-point that it will turn lights on

*Visit TLS ODP for more information

## Sensor Detection Pattern




- Sensor detection / coverage pattern is based on luminaire at 0° orientation. The sensor is designed to perform effectively across typical tilt angles, though the coverage pattern will adjust with orientation.
- Reliable detection of large motion (e.g. pedestrian walking traffic) up to 30 ft. (9.1 m) mounting height
- Reliable detection of extra-large motion (e.g. vehicular) up to 40 ft. (12 m) mounting height
- Tested to NEMA WD 7-2011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## FEATURES & SPECIFICATIONS

### INTENDED USE
The EAX family offers a site wide solution providing everything needed to light new exterior sites and retrofit existing HID area luminaires using the fewest amount of configurations. EAX features the broadest range of on-board switchable technology to adjust lumens, color temperature and now, uses exclusive SwitchOptics™, providing four-optic switching, including Type II, III, IV and V distributions, all from the same luminaire. This superior flexibility allows for fast and easy installation while helping reduce SKU counts and inventory costs. EAX is a great choice for pole mount and other applications including large area lighting, parking lots, storage areas, retail, office and other exterior spaces.

### CONSTRUCTION
Die-cast aluminum housing with heat-dissipating fins enhances LED efficacy and component life. Driver is accessible through a hinged die-cast aluminum door for easy maintenance. The light engine and driver compartment is completely sealed against moisture and environmental contaminants and rated IP66. Injection molded one-piece optics are made of high strength polycarbonate and rated IK08. Housing features a unique modular arm mount system allowing easy installation, for fast and simple luminaire change-out through six different mounting types that accommodate the vast needs of existing equipment used throughout area lighting applications.

### ELECTRICAL
Light engine consists of high-efficacy LEDs mounted to metal-core circuit boards to maximize heat dissipation and promote long life (up to L74/100,000 hours at 25°C). The 0-10V dimming, electronic driver has a power factor of >90% and THD <20%. Standard 6KV surge protection included, optional 10KV surge available.

### ON-BOARD SWITCHABLE TECHNOLOGY
All luminaires provide this standard set of features providing maximum in-field adjustability to accommodate the vast needs of lighting jobs. All switches are protected yet accessible via exterior on the driver compartment. Adjustable Lumen Output (ALO): Provides 5-step dimming, allowing the contractor to adjust the lumen levels based on application needs. Luminaires ship on the maximum ALO setting and can easily be changed to other positions P4 / P3 / P2 / P1, when less light and/or more energy savings is desired. Switchable Correlated Color Temperature (CCT): Luminaires ship on the SWW2, 4000K setting and can easily be changed to 3000K or 5000K color temperature. SwitchOptics™ 4-Optic Switching. This feature provides the benefit of using a single luminaire to provide four different photometric distributions. Luminaires ship on setting SO = T3 (Type III) distribution, and can easily be changed to other distribution patterns T2, T4 and T5.

### CONTROLS
All EAX luminaires include an Acuity TLS twist-to-lock, sensor-ready twist-to-lock receptacle. Option PIRH features a factory installed SensorSwitch™ TLS ODP (occupancy dimming/photocell) sensor with default settings and can be reprogrammed from the ground via wireless remote (IWP). Luminaires can also be configured to ship with nLight AIR™ Networked, Bi-Level motion / ambient sensors. Option (PER) 3-wire twist-lock photocell receptacle with shorting cap is included as standard on stock SKUs with mounting arm included. Type L/M luminaires can be configured with option (PER7) 7-wire twist-lock photocell receptacle with pins 4/5 connected to driver dimming leads and pins 6/7 capped.

### INSTALLATION
The EAX1 is light weight and easy to install by a single person. The vast assortment of mountings are easily interchanged using two bolts and do not require one to open the luminaire during installation. EAX features three types of "no-drill" arms that help save labor, time and money by accommodating the largest range of pre-existing pole drillings. Adjustable tilt (UPM / ASRP) and non-tilt (SRA) mounting arms are available and all three can be used on minimum 3" O.D. round and 3.5" minimum square poles. 2-3/8" adjustable slipfitter (IS), and adjustable yoke (YK) are available. A wall bracket (WBA) is available and includes qty (4) 3/4" conduit taps for surface conduit wiring. Some configurations include the mounting shipped in the same carton as the luminaire. Luminaires with less mount (L/M) must use/choose a separate mounting accessory ordered and shipped as a separate line item. All EAX luminaires are to be installed and aimed facing downward, for down lighting only.

### LISTINGS
UL Listed to U.S. and Canadian safety standards for wet locations and NOM certified. Tested in accordance with IESNA LM-79 and LM-80 standards. Operating temperature -40C to 40C. DesignLights Consortium® (DLC) Premium qualified product and DLC qualified product. Not all versions of this product may be DLC Premium qualified or DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

### WARRANTY
5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at:
www.acuitybrands.com/support/warranty/terms-and-conditions

**Note:** Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.


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| | | | |
|---|---|---|---|
| SPECTRUM LIGHTING<br>1718 Dry Creek Way Suite101, San Antonio, TX 78259 | Project 25-52496-11<br>City of Brownsville Public Safety Facility<br><br>Submitted By<br>SPECTRUM LTG SAN ANTONIO LLC | Catalog Number: EXRG EL M6<br><br>Note: | Type<br>X1 |

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LITHONIA LIGHTING®

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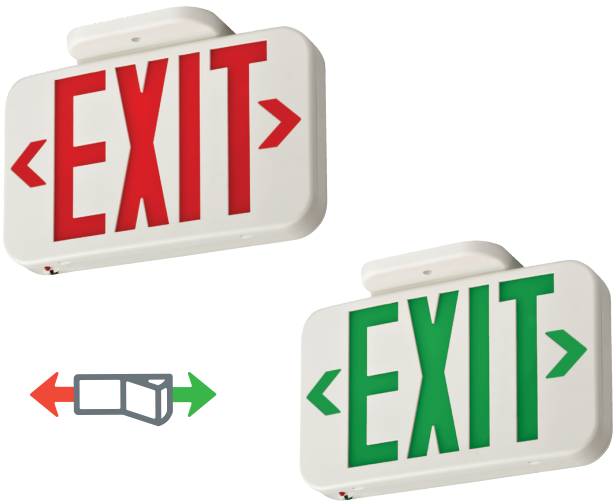
# EXRG

## Lithonia Lighting Basics™ LED Exit




The Lithonia Lighting Basics™ EXRG Exit Sign is suitable for emergency signage applications such as stairways and hallways. This fully assembled single-face exit with extra faceplate is available in red and green letters. It's low profile makes it ideal for safely illuminated the path of egress in small spaces and can be wall or ceiling mounted. The emergency power provides 90 minutes of illumination in the event of a power loss.

### FEATURES:

- Internal toggle switch for red or green letter color selection
- Test switch and status indicator for low maintenance (EL emergency models only)
- UL indoor damp location 50° to 104°F (10°C to 40°C) listed standard
- For use with Dual voltage 120/277VAC
- Internal switch for color selection

CERTIFIED IN TITLE 20 †

† Exit Signs Certified in the CA Title 20 Appliance Efficiency Database.

| Catalog Number | UPC | Description | Supply Voltage | Input Wattage | | Input Amps | | Pallet Qty | Carton Qty |
|---|---|---|---|---|---|---|---|---|---|
| | | | | 120 | 277 | 120 | 277 | | |
| EXRG M6 | 00194994900658 | Red/Green Exit, AC Only | 120/277 | 1W | 1W | 0.09 | 0.09 | 360 | 6 |
| EXRG EL M6 | 00194994900696 | Red/Green Exit with Ni-MH backup battery | 120/277 | 1W | 1W | 0.09 | 0.09 | 360 | 6 |

| Accessories[1]: *Order as separate catalog number.* | |
|---|---|
| ELA WG1 | Wireguard (back mount only, 13 3/4"H x 15 1/4"W x 6"D) |

**NOTES**

1. See spec sheet ELA-WG for more information.

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## Specifications

**INTENDED USE:**
LED lighted exit signs for marking the means of egress in accordance with Life Safety Code NFPA 101. The EXRG has an internal switch that ships standard as a red exit and can be switched in the field to green. It is also packaged standard with an extra faceplate along with red and green inserts.

**CONSTRUCTION:**
Injection-molded, flame-retardant, high-impact, thermoplastic housing with snap-fit design components for easy installation. Universal J-box pattern.

Ships with extra faceplate to quickly convert from single to double face exit sign depending on the application. Universal chevrons are easily removed for directional indication.

Letters 6" high with 3/4" stroke, with 100 ft viewing distance rating, based on UL924 standards.

**OPTICS:**
The typical life of the exit LED lamp is 5 years, based on 24/7 operation.

**ELECTRICAL:**
Dual-voltage input 120V or 277V AC. Non-emergency (AC only without battery) or Emergency exit with battery. The emergency model includes the test switch, status indicator and rechargeable battery.

Battery: (EL models) maintenance-free Nickel metal hydride battery provides 90 minutes of emergency power.

**INSTALLATION:**
Top, back or end mounting capability (canopy included).

**LISTINGS:**
UL Listed. Meets UL 924, NFPA 101 (current Life Safety Code) , NFPA 70-NEC, FCC Title 47, Part 15, Subpart B and OSHA illumination standards. Indoor damp location 50° to 104°F (10°C to 40°C) listed standard.

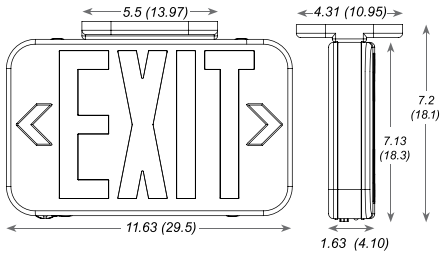
**WARRANTY:**
2-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at:
www.acuitybrands.com/support/warranty/terms-and-conditions

All life safety equipment, including emergency lighting for path of egress must be maintained, serviced, and tested in accordance with all National Fire Protection Association (NFPA) and local codes. Failure to perform the required maintenance, service, or testing could jeopardize the safety of occupants and will void all warranties.

**Note**: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

## Dimensions

Length: 11.63 (29.5)
Depth: 1.63 (4.1)
Height: 7.2 (18.3)
Weight: EL: 1.6 LB
AC: 1.59 LB




All dimensions are inches (centimeters) unless otherwise indicated.



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| | | | |
|---|---|---|---|
| SPECTRUM LIGHTING<br>1718 Dry Creek Way Suite101, San Antonio, TX 78259 | Project 25-52496-11<br>City of Brownsville Public Safety Facility<br><br>Submitted By<br>SPECTRUM LTG SAN ANTONIO LLC | Catalog Number: EXRG EL M6<br><br>Note: | Type<br>X2 |

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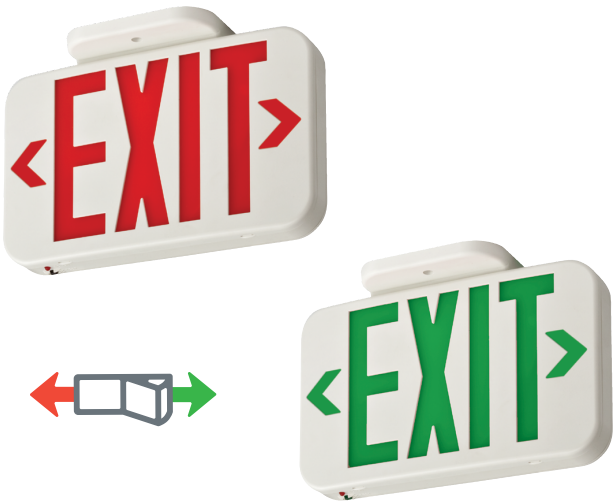
# EXRG

## Lithonia Lighting Basics™ LED Exit

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### FEATURES:

- Internal toggle switch for red or green letter color selection
- Test switch and status indicator for low maintenance (EL emergency models only)
- UL indoor damp location 50° to 104°F (10°C to 40°C) listed standard
- For use with Dual voltage 120/277VAC
- Internal switch for color selection

CERTIFIED IN TITLE 20 †

† Exit Signs Certified in the CA Title 20 Appliance Efficiency Database.

| Catalog Number | UPC | Description | Supply Voltage | Input Wattage | | Input Amps | | Pallet Qty | Carton Qty |
|---|---|---|---|---|---|---|---|---|---|
| | | | | 120 | 277 | 120 | 277 | | |
| EXRG M6 | 00194994900658 | Red/Green Exit, AC Only | 120/277 | 1W | 1W | 0.09 | 0.09 | 360 | 6 |
| EXRG EL M6 | 00194994900696 | Red/Green Exit with Ni-MH backup battery | 120/277 | 1W | 1W | 0.09 | 0.09 | 360 | 6 |

| Accessories[1]: *Order as separate catalog number.* | |
|---|---|
| ELA WG1 | Wireguard (back mount only, 13 3/4"H x 15 1/4"W x 6"D) |

**NOTES**

1. See spec sheet ELA-WG for more information.

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LITHONIA LIGHTING®

## Specifications

**INTENDED USE:**
LED lighted exit signs for marking the means of egress in accordance with Life Safety Code NFPA 101. The EXRG has an internal switch that ships standard as a red exit and can be switched in the field to green. It is also packaged standard with an extra faceplate along with red and green inserts.

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**OPTICS:**
The typical life of the exit LED lamp is 5 years, based on 24/7 operation.

**ELECTRICAL:**
Dual-voltage input 120V or 277V AC. Non-emergency (AC only without battery) or Emergency exit with battery. The emergency model includes the test switch, status indicator and rechargeable battery.

Battery: (EL models) maintenance-free Nickel metal hydride battery provides 90 minutes of emergency power.

**INSTALLATION:**
Top, back or end mounting capability (canopy included).

**LISTINGS:**
UL Listed. Meets UL 924, NFPA 101 (current Life Safety Code) , NFPA 70-NEC, FCC Title 47, Part 15, Subpart B and OSHA illumination standards. Indoor damp location 50° to 104°F (10°C to 40°C) listed standard.

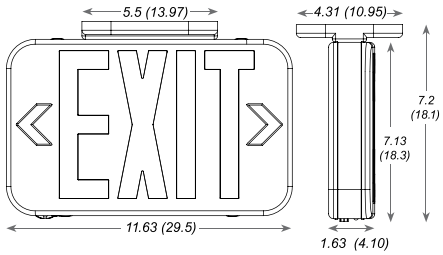
**WARRANTY:**
2-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at:
www.acuitybrands.com/support/warranty/terms-and-conditions

All life safety equipment, including emergency lighting for path of egress must be maintained, serviced, and tested in accordance with all National Fire Protection Association (NFPA) and local codes. Failure to perform the required maintenance, service, or testing could jeopardize the safety of occupants and will void all warranties.

**Note**: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

## Dimensions

Length: 11.63 (29.5)
Depth: 1.63 (4.1)
Height: 7.2 (18.3)
Weight: EL: 1.6 LB
AC: 1.59 LB




All dimensions are inches (centimeters) unless otherwise indicated.



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NOBLE

**VE Item #7**

## City of Brownsville Public Safety

**Project No.**

VE #

7 HVAC Duct Cleaning

| Item Code | Title | Estimated Quantity | Unit | Unit Price | Total |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| Add | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| Deduct | | | | | 0.00 |
| | Duct Cleaning | (1.00) | ls | 163,000.00 | (163,000.00) |
| | | | ls | | 0.00 |
| | | | ls | | 0.00 |
| | | | ls | | 0.00 |
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| | | | | | 0.00 |
| | | | | | 0.00 |
| | Subtotal Cost of Work | | | Deduct | (163,000.00) |

**VE Item #7**

## Ramon Dones

**From:** Ed Hendrix <EdHendrix@victoriaair.com>
**Sent:** Tuesday, June 23, 2026 9:14 AM
**To:** Ramon Dones
**Cc:** Warren Heilker; Ross Knowlan; Jonathan Chavez; Armando Salazar; Doug Worrell; Robert Bennett
**Subject:** RE: COB Public Safety Complex - Hvac Proposal

Ramon,

Good Morning.

Below are my responses to your questions in red.

Please let me know if you have any further questions or need anything else.

Regards,

*Ed Hendrix*
***Senior Estimator***
Victoria Air Conditioning, Ltd.
200 S. Ben Jordan
Victoria, Texas 77901
(361) 578-8576 ,221 **Direct Extension**
(361) 578-5241 **Main Office Phone**
(361) 576-0811 **Fax**
EdHendrix@victoriaair.com

---

**From:** Ramon Dones <ramon.dones@nobletx.com>
**Sent:** Monday, June 22, 2026 5:45 PM
**To:** Ed Hendrix <EdHendrix@victoriaair.com>
**Subject:** COB Public Safety Complex - Hvac Proposal

CAUTION: External Email.

We are evaluating the bids at this time to be able to determine you have a complete HVAC system scope. We have a few questions that need your confirmation.

- Does your proposal include duct cleaning as listed in metal ducts specifications? – No, per 233113-3.8C "Duct System Cleanliness Tests" ducts are to be visually inspected and then per #2 test sections of metal duct system, chosen randomly by owner, for cleanliness according to "Vacuum Test" in NADCA ACR. Victoria has included in our proposal the cost to perform this test, keep duct ends covered during construction, one set of construction filters, and three filter media changes. Will work with Noble to run units during the finishing phase but building has to be clean and no dust producing activities shall be allowed will units or running. Units will be off during dust producing activities and building will be cleaned before turning units back on. If cleaning of the ducts is still required after the NADCA Vacuum Test **Add: $163,000.00**
- Does your proposal include the roof penetration housings shown on M-5.1? - Yes
- Does your proposal include the roof crossover walkways/ramps shown on M-5.1? - Yes

VE Item #8

## City of Brownsville Public Safety

## Project No.

VE #

8 Gamechanger in lieu of Fiber - Cameras & Waps (on site plan)

| Item Code | Title | Estimated Quantity | Unit | Unit Price | Total |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| Add | | | | | 0.00 |
| | | | ls | | 0.00 |
| | | | ls | | 0.00 |
| | | | ls | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| Deduct | | | | | 0.00 |
| | Cat 6 instead of Cat 6A - Waps | 0.00 | ls | 26,731.00 | 0.00 |
| | Gamechanger in lieu of Fiber - Cameras & Waps (on site plan) | (1.00) | ls | 45,385.00 | (45,385.00) |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | Subtotal Cost of Work | | | Deduct | (45,385.00) |

VE Item #8

**ADDER OPTIONS**

--- STRUCTURED CABLING SYSTEM ---

***BATTERY ADDER
-- MATERIAL/LABOR: $11,207

***IN-ROW COOLING RACK SYSTEM:
-- INCLUDES SPD SYSTEMS, UPS, RACK PDU'S, SERVER RACKS, HOT AISLE CONTAINMENT, IN-ROW AIR UNITS
-- MATERIAL/LABOR: $1,055,082

***COPPER ADDER:
-- (4) CATEGORY 6 COPPER BACKBONE UPLINK RUNS FROM IDF TO JUNCTION BOXES
-- INCLUDES COPPER CABLE, TERMINATIONS, JACKS, AND PATCH CORDS
-- MATERIAL/LABOR: $18,419

***EZ PATH SLEEVES ADDER:
-- MATERIAL/LABOR: $39,862

--- VIDEO SURVEILLANCE SYSTEM ---

***CCTV ADDER (ALTERNATE 1)
-- MATERIAL/LABOR: $11,207
***NOTE: CABLING BY DIV 27
***EXCLUDE: NVR, WORKSTATION, CAMERAS IN INVESTIGATION ROOMS BY OWNER

***IF ANY ADDER IS NEEDED, PLEASE ADD $ TO TOTAL $.

**DEDUCT OPTIONS**

--- INTEGRATED AUDIO-VISUAL SYSTEM ---

***FLAT PANEL DISPLAYS DEDUCT
-- MATERIAL: ($551,185)

--- STRUCTURED CABLING SYSTEM ---

***GAMECHANGER DEDUCT:
-- SWITCH POWERED FIBER TO GAMECHANGER
-- MATERIAL/LABOR: ($45,385)

***IF ANY DEDUCT IS NEEDED, PLEASE SUBTRACT $ FROM TOTAL $.

**EXCLUDING THE FOLLOWING:**

1. ELECTRICAL WORK, 120 VAC CONNECTIONS, BACK BOXES, CONDUIT AND ASSOCIATED INSTALLATION WORK, CONDUIT BETWEEN FIRE WALLS AND BUILDINGS, AND SLEEVES
2. ANY ADDITIONAL WORK NOT INCLUDED; IF REQUIRED BY CONTRACTOR.
3. CAD DRAWINGS SHALL BE PROVIDED FOR BLUEPRINT SUBMITTALS.
4. PLYWOOD BOARDS AND FIRE-RETARDANT PAINT BY GC.
5. ANY CHANGES THAT ARE MADE BY AHJ ABOVE AND BEYOND STATE NFPA CODES.
6. FINAL CONNECTION POINTS TO AIR HANDLER SHUTDOWN FOR AHU UNITS SHALL BE PROVIDED BY MECHANICAL CONTRACTOR.
7. ANY PAINTING/PATCHING TO BE COMPLETED BY OTHERS.

NOBLE

**VE Item #9**

# City of Brownsville Public Safety
## Project No.

**VE #**

**9** **Alternate Overhead Doors**

| Item Code | Title | Estimated Quantity | Unit | Unit Price | Total |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| Add | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| Deduct | | | | | 0.00 |
| | Cornell Iron Works ESD20 & EPI 300 galvanized powder coated in lieu of ESD20W & ERD20 stainless steel | (1.00) | ls | 24,551.00 | (24,551.00) |
| | | (1.00) | ls | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | Subtotal Cost of Work | | | Deduct | (24,551.00) |
| | | | | | |

**Alamo Door Systems**
16358 Nacogdoches Road
San Antonio, TX 78247
(210) 657-1150 ext. 305 Phone
(210) 657-0327 Fax

**VE Item #9**

June 18, 2026 **RE: City Of Brownsville Public Safety Facility (V2)**

## *Value Engineered Proposal Not to Specification*

******NOTE: QUOTE IS VALID TODAY ONLY***. IF ANY PRICE INCREASE IS IMPLEMENTED AT TIME OF FABRICATION, ALAMO DOOR WILL REQUEST THE COST OF MATERIAL & FREIGHT.***

Subject to the conditions listed below, we propose to furnish and install the following:

**VE OPTION GIVEN OVERHEAD COILING DOORS (CORNELL IRON WORK) ESD20**
Motor operated interior service door, 120/1/60, safety sensing edge, three button control station surface mount interior and best key controlled station Nema 4 exterior, galvanized steel 6f insulated slat 22/22-gauge interior coiled weathered thermiser, R-value 8.0 (U-value of 0.125**.), 40psf design wind and 50 impact**, face of wall mount, 50,000 cycles torsion spring, galvanized steel hood gray powder coated guides/brackets, stainless steel bottom bar with astragal, perimeter seals.

Qty 3: 8-0 x 10-0 ***Mark 1225B, 1253B, 1258C***
Qty 2: 6-0 x 10-0 ***Mark 1238B, 1250B***
Qty 3: 12-0 x 12-0 ***Mark 1240C,1243C,1261A***
Qty 1: 6-0 x 10-0 ***Mark 1250C Interior door non – wind loaded***

CONFIRMED THAT GALVANIZED POWDER COATED OPTION MEETS WINDSTORM REQUIREMENTS.

**VE OPTION HIGH PERFORMANCE COILING DOORS (CORNELL IRON WORKS) EPI 300**
Direct drive motor operated, 3 1/3hp 460/3/60 three button control station surface mount interior and best key controlled station exterior, APEX smart controller, Nema 4x photo eyes and safetygard light curtain, , Curtain 18/24-gauge galvanized steel finished in one of 180+ CycleShield factory powder coat colors**, 40psf design wind load and 50 impact**, face of wall mount, springless design 300,000 cycles, bottom bar - steel angles with CycleShield powder coated, guides steel angles CycleShield powder coated, galvanized steel hood CycleShield powder coated, brackets steel plate CycleShield powder coated, Thermiser max perimeter sealing of 0.3 CFM/FT2 air infiltration, door operates at speeds up to 24” inches per second,

Qty 4: 12-0 x 12-0 ***Mark 1338B, 1338C, 1338D, 1338E***

## BASE BID INSTALLED TAX EXCLUDED: *$229,496.00*

*$24,551.00 Savings over base estimate*

**VE Item #9**

**Notes:**

- Due to the ambiguity of the plans and specifications we will accept a contract based solely on the contents of this proposal.
- The proposed prices above are determined by bulk pricing, which encompasses labor, equipment, travel, and other factors; thus, it should not be utilized for calculating delta. Any modifications to quantities or dimensions will influence the pricing.
- We acknowledge addendum 1 & 2
- Door Mark 1250C is shown in the specification as a fire door although it is not located on a fire wall. The other hollow metal door Mark 1249 in the room is not shown as a fire door either. We are offering this as a non-fire-rated door in this VE proposal.
- In our experience the specified doors for the sallyport are insufficient for the number of cycles, nor is the standard door speed adequate for a sallyport activity. We are offering the Cornell EPI 300 which is designed for sallyport use. This is the same model door currently being utilized at the Brownsville court house and sheriff's department.
- Based on our interpretation of the wind load provided on page S1.3 our VE proposal doors have more than sufficient wind load capacity.

CMAR RESPONSIBLE FOR ENSURING ACCESS CONTROL FUNCTIONALITY AS SPEC'D.

**Standard ADS inclusions/exclusions are as follows**:

1. ***We exclude all wire, conduit and wiring for power and controls, including low voltage.***
2. ***We exclude any and all work, material, components, and wind load ratings not specified above.***
3. ***We exclude extension and hook-up of wiring for SS90B release devices, smoke or fire alarms, smoke detectors, photo eyes or sensors, pneumatic or electrical safety edges, etc., that are tied into the building alarm system.***
4. ***Alamo Door Systems will not be responsible for wiring of any type unless noted otherwise.***
5. ***We exclude any disconnect devices. (By Others)***
6. ***Alamo Door Systems will make final connections only.***
7. ***We exclude cylinder locks and interlocks on motor operated service doors.***
8. ***We exclude Delegated Design.***
9. ***Structural steel framing and or supports for overhead doors are excluded and done by others.***

MFR. RESPONSIBLE FOR TESTING TO MEET DESIGN WIND LOADS

**This proposal is based on the following conditions:**

1. Quote is based on manufacturer's standard warranty, any and all extended warranties and or any warranties containing incidental or repair of surrounding construction language are excluded. Alamo Door will not accept any contract with language to the contrary.
2. Special insurance requirements may cost additional premiums. Any additional insurance premiums will be added to this proposal amount. Attached is a description of our standard insurance package.
3. Protection of our work "in place" is not our responsibility. We will not be responsible for damage to our work caused by other parties or by the improper use of equipment by others.
4. We will NOT indemnify or "hold harmless" any party from claims attributable to bodily injury, sickness, disease or death, or to damage or destruction of tangible property, where such claim or damage is caused "in whole" by any other party. We will NOT indemnify any other party from the consequences of their own negligence. If you accept this proposal, then you agree that any such language in your subcontract agreement will be superseded by this proposal.

5. In the event that our contract/subcontract agreement is with a general contract or construction management firm, then we will look to same for payment of our work. Any subcontract language which states that payment by owner to contractor shall be a "condition precedent" to payment by contractor to subcontractor will be superceded by this proposal. Nothing in the subcontract agreement shall be construed to require us to continue performance of the work if we do not receive timely payment for properly performed work and for suitable stored materials.
6. This bid is conditioned on parties entering into a mutually acceptable subcontract agreement. If the parties do not agree on the form of subcontract, then they will execute an American Institute of Architect's A401-1997 form subcontract.
7. Venue of any disputes hereunder or arising from the Project will be in the County where the Project is located.
8. The contractor's schedule shall provide time for us to perform our work between the hours of 7:30 a.m. and 6:00 p.m. on weekdays. This proposal does not include provision for our being required to perform overtime work for delays not caused by us.
9. Unless noted otherwise, all applicable state and local taxes are not included and should be added.
10. All openings to be properly framed by the general contractor and ready to receive our material.
11. All finished painting is by others unless material is specifically noted as pre-finished.
12. We exclude countertops and sills unless specifically noted otherwise.

13. Lead time for the material varies per product. Estimated lead time will be provided after field dimensions have been completed and order has been released for fabrication.
14. We will successfully "Drop Test", with a witness, a counter fire door one time only. Any additional drop tests and re-set of the door will be an additional charge.
15. No changes will be performed except on the written order of the Contractor; Subcontractor is entitled to equitable adjustment in the subcontract price and time for such changes.
16. ***All orders placed for delayed shipment will be subject to an escalation clause based on the invoice method.***

**This proposal is subject to the following terms:**

1. All orders are subject to credit approval and are C.O.D. unless credit has been approved.
2. If credit has not been approved, a 50% deposit will be required with the order with the balance due at the time of the installation.
3. Cash, checks and credit cards are accepted.
4. Subcontractor will not be required to furnish releases or waivers of bond or lien claims beyond the extent of collected payments.

*David Rocha*
***ALAMO DOOR SYSTEMS***
***"We appreciate your business"***

ACCEPTANCE: Terms, price and specifications on all pages of this proposal are hereby accepted and the work is authorized.

Purchaser: _____

Signature: _____ Title: _____ Date: _____

INSULATED ROLLING DOOR

# THERMISER® DOOR

Models ESD20 & ~~ESD20W (operational wind load)~~

VE Item #9

50,000 CYCLES STANDARD




## MAINTAIN TEMPERATURES AND BOOST ENERGY EFFICIENCY

### ENERGY-EFFICIENT CLIMATE CONTROL

Thermiser Insulated Rolling Doors are designed for exterior use and help maintain different temperatures on each side of the door. They are an ideal choice for use in environments that require climate control, security, and durability: distribution, industrial, hospitality, retail and other applications.

### PERFORMANCE

Thermiser doors boast more than just efficiency. It goes the distance with rugged galvanized steel coated in our GalvaNex™ polyester enamel finish to resist rust and corrosion. High-quality materials ensure little to no maintenance and deliver a low life cycle cost, including a warranty for 50,000 cycles as standard. The door features a rolling design, storing compactly out of the way when open.

### WIND-LOAD

Thermiser can be configured to meet a maximum operational wind load of 20 PSF. This option guards your facility against extreme weather and keeps your door operable in high-wind events. Added roller wind locks help the curtain smoothly roll through the guides and a springless design eliminates resistance, keeping your door in line no matter which way the wind blows.

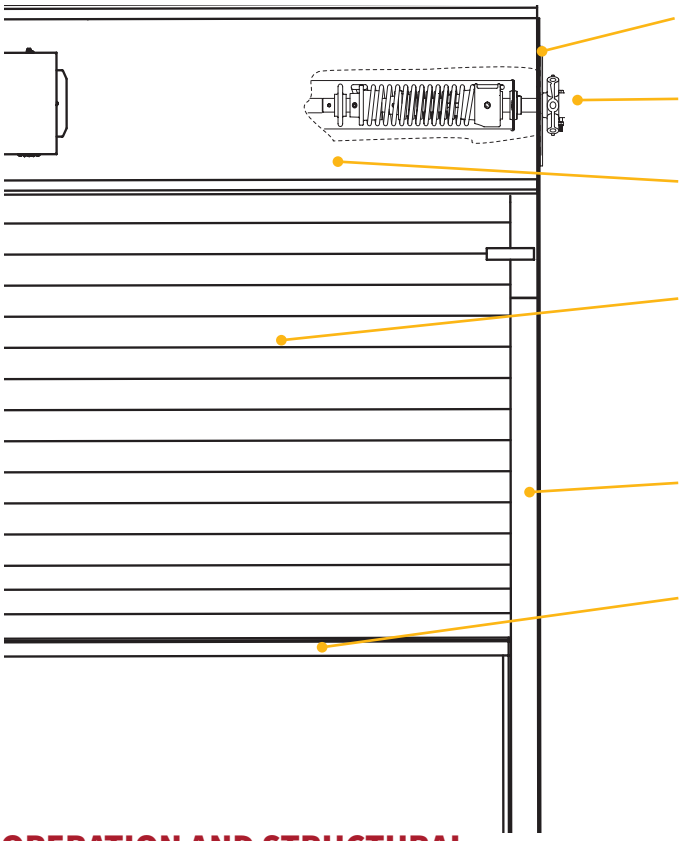
### SEAL THE BUILDING ENVELOPE

Foamed in place insulation offers superior protection against the elements, improved security and reduced sound transmission. The Thermiser Door helps seal the building envelope and keeps noise in or out.

VE Item #9



## STANDARD COMPONENT MATERIALS AND FINISHES



**BRACKETS** - Steel with powder coated finish to match curtain. Bolt to guide assembly and support counter-balance shaft and curtain.

**COUNTER-BALANCE SHAFT** - Steel. Supports curtain and contains torsion springs for assisting operation.

**HOOD** - Galvanized steel with GalvaNex™ polyester enamel finish to match curtain. Encloses the curtain and provides weather resistance at the head of the door.

**CURTAIN** - Galvanized steel with GalvaNex™ polyester enamel finish in Gray, Tan, White or Brown. Flame Spread Index of 0 and a Smoke Developed Index of 10 as tested per ASTM E84. The slat has an R-value of 8.0 as calculated using the ASHRAE Handbook of Fundamentals.

**GUIDES** - Structural steel with powder coating to match curtain. Angle assemblies bolt to the wall and support the weight of the door.

**BOTTOM BAR** - If width is less than 24'5", extruded aluminum supplied in mill finish. If width is greater than 24'5", steel supplied with powder coating to match curtain.

## OPERATION AND STRUCTURAL REQUIREMENTS

**Hand chain, hand crank and a variety of motor options are available.**

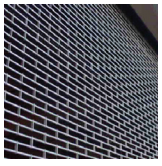
This product is supported by a guide assembly attached to the jamb construction. No additional header support is required unless hood supports are mandated by a larger opening width.

## OPTIONAL MATERIALS AND FINISHES

- Aluminum in mill, clear and color anodized
- Stainless steel - 300 series in #4 finish
- Spectrashield® Powder coating in more than 180 colors
- For a more durable finish, consider upgrading to our GalvaNex™ Ultra™ or SpectraShield® Ultra™ powder coat finish.
  - It is a polyester based textured wear resistant clear coat that provides increased resistance to corrosion of the curtain and improved durability against normal abrasion and scratching due to cycling.

**Brackets, Guides and Bottom Bar**

- Hot-dip galvanizing on steel components
- Zinc-enriched, corrosion-resistant powder coating in Gray





## CUSTOM-DESIGNED SOLUTIONS

Contact our experienced Architectural Design Support Team for help in customizing our products to fit your specific application.

**www.architectdoorhelp.com**

HIGH PERFORMANCE LINE Door Marks 1338B, 1338C, 1338D, 1338E

VE Item #9

Compatible with SmartSync™ Diagnostic Tool

300,000 CYCLES STANDARD

# EXTREME® 300 SERIES DOOR

~~Models EPD 300 (service door curtain),~~ EPI 300 (insulated curtain)




## INTELLIGENT OPERATION AND HIGH CYCLE LIFE

### CYCLES YOU NEED TO RUN YOUR BUSINESS

The easy-to-install 300 Series Door offers 300,000 cycles of maintenance-free performance – maximizing uptime and improving productivity wherever it's installed. Since springs are the most frequent point of failure for high-cycle products, this door features a rugged springless design. It is ideal for applications that do not need a million cycle door, but do require continuous uptime. Need more than 300,000 cycles, but less than a million? This door can be upgraded to offer 500,000 cycles with a 3 year warranty.

### APEX™ SMARTCONTROLLER

An intelligent control panel featuring plug and play wiring makes installing and servicing the 300 Series Door easier than ever before. The LCD screen communicates door status messages, provides easy-to-follow instructions for door commissioning, and electronically sets door limits.

### UNPARALLELED ENERGY EFFICIENCY

Yes, faster doors mean reduced air exchange, but the 300 Series Door goes further to improve energy efficiency. The insulated model features the patented Thermiser Max® perimeter sealing system – which meets ASHRAE® 90.12, 2015 IECC® and California's Title 24 air infiltration requirements with an independently tested value of less than 0.3 CFM/FT2.

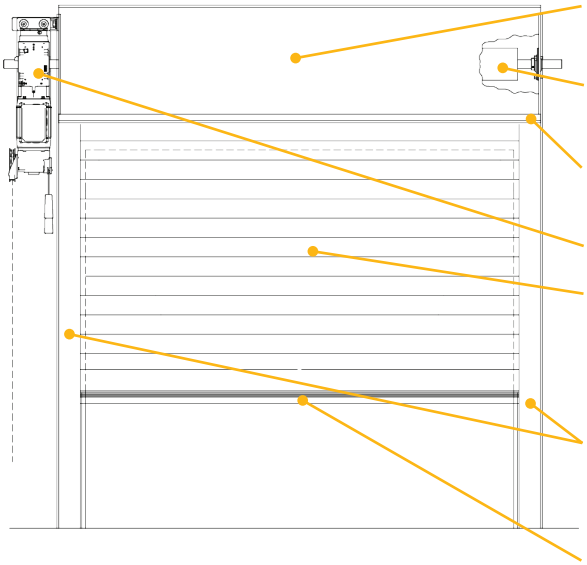
### SMOOTH HIGH-SPEED OPERATION

The compact operator features a variable-frequency drive that ensures a soft start and stop – reducing wear and tear on both the door and the operator. The 300 Series Door operates at speeds of up to 24 inches per second. In addition, the operator's direct drive design means there's no sprocket and chain to wear or replace. With flexibility in mind, the 300 series grille is compatible with a 120V service (requires transformer, provided with upgrade).

VE Item #9



## STANDARD COMPONENT MATERIALS AND FINISHES



**HOOD** - Galvanized steel with powder coat finish to match curtain. Encloses the curtain and provides weather resistance at the head of the door.

**SPRINGLESS SHAFT** - Steel. Design reduces maintenance requirements and facilitates cycle capacity.

**BRACKETS/COIL BOX ASSEMBLY** - Steel plate brackets with powder coat finish to match guides.

**MOTOR** - Compact, direct drive operator with no roller chains or sprockets.

**CURTAIN** - Galvanized steel with rust inhibiting CycleShield™ powder coat standard finish in Gray, Tan or White. Interlocking roll-formed slats with end locks riveted to ends of alternate slats to maintain slat alignment and prevent wear. MODEL EPI300 - Features an insulated curtain.

**GUIDES** - Steel angles with powder coat finish to match curtain. Self-lubricating UHMW anti-wear strips greatly reduce friction and curtain wear. Perimeter-sealing, double brush weather strip.

**BOTTOM BAR** - Two back to back structural steel angles with powder coat finish to match curtain. Bottom bar flag included for blanking and commissioning accuracy.

## OPERATION AND STRUCTURAL REQUIREMENTS

**Motor operation required.**

This product is supported by a guide assembly attached to the jamb construction. No additional header support is required unless hood supports are mandated by a larger opening width.

- **Static up to 50 PSF design wind-load**
- **Operational up to 10 PSF maximum wind-load**

## OPTIONAL MATERIALS AND FINISHES

- Stainless Steel - 300 series in #4 finish
- CycleShield™ Powder Coating is available in more than 180 colors in addition to the standard Gray, Tan and White - *also available in CycleShield Ultra*

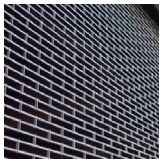
## UNIQUE FEATURES

**INTELLIGENT COMMUNICATION** - The Apex™ SmartController (NEMA 4X) features plug and play connections to operator and standard sensors to reduce installation time. Its LCD screen provides step-by-step instructions for door commissioning, electronic limit setting, and status/error messaging.

**MONITORED PROTECTION, EVEN AT HIGH SPEEDS** - The factory-mounted UL 325-2010 (NEMA 4X) compliant photo eye sensors allow for momentary contact operation - useful in parking garages and other high-use openings. Interruption of the photo eye beam before the door fully closes causes the door to immediately halt downward travel and reverse direction to return to the fully open position.

**SAFETYGARD LIGHT CURTAIN TECHNOLOGY** - The 6' tall light curtain is installed within the guide and blends into the guide construction without a piece of slotted trim. If the grille is cycling and an object passes through the curtain beams, the door will immediately halt downward travel and reverse direction to return to the open position.

**120V COMPATIBILITY** - Compatible with 120V input by adding our transformer option. The transformer must be mounted to the wall and is 13 1/2" wide by 16 1/8" high.





## CUSTOM-DESIGNED SOLUTIONS

Contact our experienced Architectural Design Support Team for help in customizing our products to fit your specific application.

**www.architectdoorhelp.com**

## LIMITED WARRANTY

Subject to the terms of this Limited Warranty ("Warranty") and any warranty policies and procedures in effect at the time a notice of a claim is received, CornellCookson, LLC ("CornellCookson", "we", or "our") will repair or replace – at our sole discretion – any door components, hardware, springs/spring components, or electrical components (collectively, "Parts") that we confirm through persons authorized by CornellCookson to be defective in material or workmanship, so long as timely written notice is provided within the applicable Warranty periods provided below. This Warranty shall apply and benefit only the original purchaser of a CornellCookson product ("Product") and is nontransferable. For the purposes of clarity, only the CornellCookson dealer authorized to purchase Product can submit and make warranty claims.

The Warranty period begins from the date of shipment. We reserve the right to inspect and/or verify any claimed Product defect or issue, as well as the right to replace Product(s) and/or its Parts with a similar or like product or component, all within the sole discretion of CornellCookson. All replacement Parts will be shipped via standard ground transportation, and expedited delivery charges are not included under this Warranty. Subject to the terms of this Warranty, the scope and type of labor costs reimbursable for Warranty claims filed within one (1) year of the date of shipment shall be within the sole discretion of CornellCookson, but in no event shall include labor beyond the repair, replacement, reinstallation, and/or installation of replacement Parts. All labor costs associated with Warranty claims submitted after **ONE (1) YEAR** from the date of shipment shall be your sole responsibility. All electrical components are specifically excluded from any labor cost reimbursement.

The applicable Warranty periods are as follows:

| Product or Part | Material & Workmanship | Finish | Electrical Components |
|---|---|---|---|
| All Complete Door Systems and Electrical Components (unless listed below) | 2 YEARS (Prorated for standard wear items) | 2 YEARS | 2 YEARS or APPLICABLE MFR'S WARRANTY* |
| Replacement Barrel | 1 YEAR | N/A | N/A |
| All Other Replacement or Standalone Parts | 90 DAYS | N/A | N/A |
| Extreme® 1024 High Performance Door | The earlier of: 5 YEARS or 1,000,000 CYCLES | 2 YEARS | 2 YEARS or APPLICABLE MFR'S WARRANTY* |
| Extreme® 324 Grille | The earlier of: 5 YEARS or 300,000 CYCLES | 2 YEARS | 2 YEARS or APPLICABLE MFR'S WARRANTY* |
| Extreme® 300 Series High Performance Door | The earlier of: 2 YEARS or 300,000 CYCLES | 2 YEARS | 2 YEARS or APPLICABLE MFR'S WARRANTY* |
| Extreme® 300 Series High Performance Door – Extended Warranty | The earlier of: 3 YEARS or 500,000 CYCLES | 2 YEARS | 2 YEARS or APPLICABLE MFR'S WARRANTY* |
| Extreme® 300 Series High Performance Grille | The earlier of: 2 YEARS or 300,000 CYCLES | 2 YEARS | 2 YEARS or APPLICABLE MFR'S WARRANTY* |
| Extreme® High Performance MicroCoil Grille – 500 Cycles | The earlier of: 2 YEARS or 500,000 CYCLES | 2 YEARS | 2 YEARS or APPLICABLE MFR'S WARRANTY* |
| Extreme™ Series Sectional Door | Please refer to separate warranty document for this product. | | |
| VertiStack™ Clear | Please refer to separate warranty document for this product. | | |

* At CornellCookson's election, certain electrical component(s) shall be subject solely and exclusively to the terms, exclusions, and time periods of the manufacturer of such electrical component(s). Such terms, exclusions and time periods may be different than this Warranty. These warranties are available upon request.

| FINISHES | | |
|---|---|---|
| **Finish Type/Name** | **Finish Issue** | **Warranty Period** |
| GALVANEX® | Fading, cracking, blistering, flaking or peeling only | 2 YEARS |
| | Surface corrosion | 2 YEARS |
| GALVANEX ULTRA™ | Fading, cracking, blistering, flaking or peeling only | 5 YEARS |
| | Surface corrosion | 2 YEARS |
| | Normal abrasion wear and tear on curtain only | The earlier of:<br>2 YEARS or 50,000 CYCLES |
| SPECTRASHIELD® | Fading, cracking, blistering, flaking or peeling only | 2 YEARS |
| | Surface corrosion | 2 YEARS |
| SPECTRASHIELD ULTRA™ | Fading, cracking, blistering, flaking or peeling only | 5 YEARS |
| | Surface corrosion | 2 YEARS |
| | Normal abrasion wear and tear on curtain only | The earlier of:<br>2 YEARS or 50,000 CYCLES |
| ATMOSHIELD® | Fading, cracking, blistering, flaking or peeling only | 3 YEAR |
| CYCLESHIELD™ HIGH PERFORMANCE POWER COAT | Fading, cracking, blistering, flaking or peeling only | 5 YEAR |
| IMAGEMATCH™ | Fading, cracking, blistering, flaking or peeling only | 5 YEARS |
| | Surface corrosion | 2 YEARS |
| | Normal abrasion wear and tear on curtain only | The earlier of:<br>2 YEARS or 50,000 CYCLES |

**REQUIREMENTS REGARDING YOUR PRODUCT AND ITS WARRANTY**

For your Product's finish, please be advised that the design of coiling products – by its nature and design - will abrade virtually any applied finish. To help preserve the integrity of your door's finish as well as maintain your Warranty, clean the door curtain during construction and as part of the door's preventative maintenance program.

To maintain and not void this Warranty, as well as help ensure the safe and proper operation of your Product, each of the following must be strictly followed, with failure to do so resulting in CornellCookson declining any associated Warranty claim:

- You must retain proof of purchase and documentation establishing that all required maintenance has been performed.
- All products must utilize a CornellCookson authorized dealer to perform periodic maintenance at the interval(s) required in the applicable Product manual and by use (but no less than once per year). Should repairs be required for a Product, the CornellCookson authorized dealer who originally installed such Product must be contacted for such services and all replacement Parts must be supplied by CornellCookson.
- Strict adherence to installation and operational guidelines is strictly required for safe door operation and installation. UL or FM-listed and labeled doors that are installed outside of the abstract of the

listing and specific dimensions can cause catastrophic failure and will void any performance Warranty of the Product.

- You must ensure that all proper installation, acceptance testing, maintenance and annual testing requirements are followed as they are vital to the safety and performance of CornellCookson door systems.
- Incoming line voltages are required to fall within ranges established by ANSI C84.1 (ANSI Standard for Electrical Power Systems and Equipment) and wiring must be connected in accordance with applicable standards established by the current edition of NFPA-70 (NEC) for commercial rolling door operators.

**EXCLUSIONS TO COVERAGE**

This Warranty specifically excludes the situations listed in the below "Exclusions to Coverage" and shall not extend to damages or defects caused by any of the following:

| | | | |
|---|---|---|---|
| Failure to use CornellCookson Authorized Dealer(s) | Failure to Follow Maintenance Instructions | Failure to Provide Proof of Purchase and Maintenance Documents w/Claim | Salt Spray or Exposure to Coastal Weather Conditions |
| Fire | Radiation (UV or Other) | Foreign Substances | Accident or Casualty |
| Harmful Fumes | Vandalism | Act(s) of God | Physical Damage |
| Faulty or Defective Installation(s) | Normal Wear and Tear** | Chemical Action | Abrasive Materials |
| Operation Beyond Rated Capacity | Improper Use or Abuse | Improper Installation, Modification, or Handling | Line Voltage Fluctuations |
| Overloads, Transformers, and Logic Boards | Line Voltages Outside Ranges Established by ANSI C84.1 | Wiring not Connected in Accordance with Applicable Standards in Current Edition of NFPA-70 (NEC). | Alteration, Modification or Use Non-Approved Third-Party Parts or Products |

*** Select finishes include a limited warranty for abrasion wear and tear on curtain only. See Finishes Warranty table above.*

CornellCookson's ImageMatch™ finish warranty does not cover and specifically excludes: (1) distortions in an image due to the door structure; (2) small blemishes of less than 3/16" that may occur during the printing process; and/or (3) minor color variations from the original image.

This Warranty specifically excludes any and all additional or consequential costs for materials, labor, or damages that may be required for any and all reasons whatsoever, including – but not limited to – those arising from or related to project scheduling (including – but not limited to – delay damages, etc.), site conditions, adjacent construction or other installation activities, incorrect installation, lack of maintenance, lack of access, equipment or rental costs, damage(s) to adjacent construction, structures or areas, security requirements (e.g., security guards, temporary doors, blockades, and the like), or any other cost outside of those explicitly covered by this Warranty.

**Labor Reimbursement**
All labor reimbursement requests for Warranty claims must be submitted by an authorized CornellCookson dealer. Written approval from CornellCookson is required **PRIOR** to performing any Warranty work. Any work performed by an unauthorized party or without prior approval are not eligible for reimbursement and will void all Warranties. The maximum amount of labor reimbursement under this Warranty shall be capped at 50% of the value of the CornellCookson invoiced amount for the particular Product or Part. Travel cost reimbursement shall be limited to a maximum of one (1) hour.

**Replacement Material**
Replacement Warranty material will be shipped via standard ground transportation. Expedited delivery charges will not be the responsibility of CornellCookson.

**Parts**
All replacement Parts will be warranted for ninety (90) days from the date of shipment.

**Warranty Support**
For assistance with Warranty issues, please contact CornellCookson's Customer Service Department at 800-390-8590 or 800-294-4358.

**Additional Information**
UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES WHICH ANY PERSON OR ENTITY MAY INCUR OR CLAIM TO INCUR AS A RESULT OF ANY DEFECT IN THE PRODUCT OR IN ANY CORRECTION OR ALTERATION THEREOF MADE OR FURNISHED BY US OR OTHERS. OUR MAXIMUM LIABILITY UNDER THIS WARRANTY SHALL BE THE PURCHASE PRICE PAID TO US WITH RESPECT TO THE PRODUCT AND/OR PART TO WHICH SUCH WARRANTY IS CLAIMED. THE LIMITATION OF LIABILITY PROVISIONS HEREIN SHALL APPLY TO ANY AND ALL CLAIMS OR SUITS BROUGHT AGAINST US, INCLUDING ANY CLAIM BASED UPON NEGLIGENCE, BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY OR ANY OTHER THEORIES UPON WHICH LIABILITY MAY BE ASSERTED AGAINST CORNELLCOOKSON.

This Warranty constitutes our entire and exclusive warranty as to the Product and is the sole and exclusive remedy for Product and/or Part defects in material and workmanship. We do not assume (and have not authorized any other person to assume on its behalf) any other warranty or liability in connection with any product covered by this Warranty. WE MAKE NO OTHER WARRANTIES, REPRESENTATIONS OR COVENANTS, EXPRESS OR IMPLIED, WITH RESPECT TO THIS PRODUCT AND/OR PART(S), INCLUDING BUT NOT LIMITED TO WARRANTIES, REPRESENTATIONS OR COVENANTS AS TO WORKMANSHIP, DESIGN, CAPACITY, QUALITY, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, EXCEPT FOR ANY "IMPLIED WARRANTY" AS THAT TERM IS DEFINED IN THE MAGNUSON-MOSS WARRANTY-FEDERAL TRADE COMMISSION IMPROVEMENT ACT, WITH SUCH IMPLIED WARRANTIES TO BE LIMITED IN DURATION TO A PERIOD OF ONE (1) YEAR FROM THE DATE OF SHIPMENT.

This Warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

To the extent of any conflict between this Warranty and any other document, this Warranty shall control. If Warranty is provided in multiple languages, the English language version governs.

NOBLE

**VE Item #10**

## City of Brownsville Public Safety

### Project No.

VE #

10 TVs to be Owner Provided in lieu of GC

| Item Code | Title | Estimated Quantity | Unit | Unit Price | Total |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| Add | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| Deduct | | | | | 0.00 |
| | Remove TVs from GCs, to be Owner Provided and GC installed | (1.00) | ls | 551,185.00 | (551,185.00) |
| | | | ls | | 0.00 |
| | | | ls | | 0.00 |
| | | | ls | | 0.00 |
| | | | ls | | 0.00 |
| | | | ls | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
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| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | Subtotal Cost of Work | | | Deduct | (551,185.00) |

VE Item #10

**ADDER OPTIONS**

--- STRUCTURED CABLING SYSTEM ---

***BATTERY ADDER
-- MATERIAL/LABOR: $11,207

***IN-ROW COOLING RACK SYSTEM:
-- INCLUDES SPD SYSTEMS, UPS, RACK PDU'S, SERVER RACKS, HOT AISLE CONTAINMENT, IN-ROW AIR UNITS
-- MATERIAL/LABOR: $1,055,082

***COPPER ADDER:
-- (4) CATEGORY 6 COPPER BACKBONE UPLINK RUNS FROM IDF TO JUNCTION BOXES
-- INCLUDES COPPER CABLE, TERMINATIONS, JACKS, AND PATCH CORDS
-- MATERIAL/LABOR: $18,419

***EZ PATH SLEEVES ADDER:
-- MATERIAL/LABOR: $39,862

--- VIDEO SURVEILLANCE SYSTEM ---

***CCTV ADDER (ALTERNATE 1)
-- MATERIAL/LABOR: $11,207
***NOTE: CABLING BY DIV 27
***EXCLUDE: NVR, WORKSTATION, CAMERAS IN INVESTIGATION ROOMS BY OWNER

***IF ANY ADDER IS NEEDED, PLEASE ADD $ TO TOTAL $.

**DEDUCT OPTIONS**

--- INTEGRATED AUDIO-VISUAL SYSTEM ---

***FLAT PANEL DISPLAYS DEDUCT
-- MATERIAL: ($551,185)

--- STRUCTURED CABLING SYSTEM ---

***GAMECHANGER DEDUCT:
-- SWITCH POWERED FIBER TO GAMECHANGER
-- MATERIAL/LABOR: ($45,385)

***CAT 6A SWITCH TO CAT 6 CABLE DEDUCT:
-- MATERIAL/LABOR: ($26,731)

***IF ANY DEDUCT IS NEEDED, PLEASE SUBTRACT $ FROM TOTAL $.

**EXCLUDING THE FOLLOWING:**

**1. ELECTRICAL WORK, 120 VAC CONNECTIONS, BACK BOXES, CONDUIT AND ASSOCIATED INSTALLATION WORK, CONDUIT BETWEEN FIRE WALLS AND BUILDINGS, AND SLEEVES**
**2. ANY ADDITIONAL WORK NOT INCLUDED; IF REQUIRED BY CONTRACTOR.**
**3. CAD DRAWINGS SHALL BE PROVIDED FOR BLUEPRINT SUBMITTALS.**
**4. PLYWOOD BOARDS AND FIRE-RETARDANT PAINT BY GC.**
**5. ANY CHANGES THAT ARE MADE BY AHJ ABOVE AND BEYOND STATE NFPA CODES.**
**6. FINAL CONNECTION POINTS TO AIR HANDLER SHUTDOWN FOR AHU UNITS SHALL BE PROVIDED BY MECHANICAL CONTRACTOR.**
**7. ANY PAINTING/PATCHING TO BE COMPLETED BY OTHERS.**

VE Item #11

NOBLE

# City of Brownsville Public Safety

## Project No.

VE #

11 ACT Ceiling

| Item Code | Title | Estimated Quantity | Unit | Unit Price | Total |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| Add | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| Deduct | | | | | 0.00 |
| | Using USG in lieu of Armstrong | 0.00 | ls | 110,200.00 | 0.00 |
| | Using CERTAINTEED in lieu of Armstrong | (1.00) | ls | 168,900.00 | (168,900.00) |
| | | | ls | | 0.00 |
| | | | ls | | 0.00 |
| | | | ls | | 0.00 |
| | | | ls | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | Subtotal Cost of Work | | | Deduct | (168,900.00) |

**EXCEL CONTRACTOR SOLUTIONS LLC.**
P.O BOX 38, TX. 78505
Phone: (956) 618-2948

HUB
Statewide Historically Underutilized Business Program
VID#:1863634628200

## ACT COMPARISON TOOL

| Manufacturer | Item # | Dimensions | NRC | CAC | AC | FP | LR | Savings |
|---|---|---|---|---|---|---|---|---|
| Armstrong | 1720 | 24x24x5/8" | N/A | 35 | N/A | Class A | .79 | Base Bid |
| USG | 56060 | 24x24x5/8" | .55 | 35 | N/A | Class A | .79 | VE |
| CertainTeed | 1222-75 | 24x24x3/4" | .75 | 38 | N/A | Class A | N/A | VE |
| **Manufacturer** | **Item #** | **Dimensions** | **NRC** | **CAC** | **AC** | **FP** | **LR** | **Savings** |
| Armstrong | 1721 | 24x48x5/8" | N/A | 35 | N/A | Class A | .79 | Base Bid |
| USG | 56090 | 24x48x5/8" | .55 | 35 | N/A | Class A | .79 | VE |
| CertainTeed | 1220-75 | 24x48x3/4" | .75 | 40 | N/A | Class A | N/A | VE |
| **Manufacturer** | **Item #** | **Dimensions** | **NRC** | **CAC** | **AC** | **FP** | **LR** | **Savings** |
| Armstrong | 2081 | 24x24x1" | .85 | 35 | 170 | Class A | .85 | Base Bid |
| USG | 88135 | 24x24x7/8" | .85 | 35 | N/A | Class A | .90 | VE |
| CertainTeed | 1222BB-85 | 24x24x7/8" | .85 | 35 | N/A | Class A | N/A | VE |
| **Manufacturer** | **Item #** | **Dimensions** | **NRC** | **CAC** | **AC** | **FP** | **LR** | **Savings** |
| Armstrong | 3250 | 24x24x1" | .95 | N/A | 190 | Class A | .88 | Base Bid |
| USG | 88138 | 24x24x1" | .90 | 30 | N/A | Class A | .90 | VE |
| CertainTeed | 1342B-IOF-1 | 24x24x1" | .95 | 23/39 | N/A | Class A | N/A | VE |

SAVINGS:
USG CREDIT $110,200
CERTAINTEED CREDIT $168,900



Sincerely;
*Tiffany Villarreal*
Executive Project Manager tiffany.gomez@excelcsllc.com **Phone: (956) 618-2948**
Proposal valid 30 days

NOBLE

# VE Item #12

**City of Brownsville Public Safety**

**Project No.**

VE #

12 Reduce Landscaping Plants & Maintenance

| Item Code | Title | Estimated Quantity | Unit | Unit Price | Total | Notes |
|---|---|---|---|---|---|---|
| | | | | | | |
| | | | | | | |
| Add | | | | | 0.00 | |
| | | | | | 0.00 | NEEDS TO BE DESIGNED |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| Deduct | | | | | 0.00 | |
| REDUCE | Mexican Olive 2" Cal. (B&B) | (1.00) | ls | 74,163.00 | (74,163.00) | southern |
| | Anacua @" Cal. (B&B) | | ls | | 0.00 | southern |
| | Texas Palmetto 6' CT (B&B) | | ls | | 0.00 | southern |
| | | | | | 0.00 | southern |
| | Plant Size to Plugs | (1.00) | ls | 45,687.00 | (45,687.00) | southern |
| | Plains bristlegrass | | ls | | 0.00 | southern |
| | Gulf Cordgrass | | | | 0.00 | southern |
| | Prairie Dropseed | | | | 0.00 | southern |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | 90 Day Maintenance in lieu of 1 Year | (1.00) | | 101,250.00 | (101,250.00) | southern |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | Subtotal Cost of Work | | | Deduct | (221,100.00) | |

# PROPOSAL AND CONTRACT FOR WORK

SOUTHERN LANDSCAPES
LANDSCAPING · IRRIGATION · MAINTENANCE

821 E. Beech Ave.
McAllen, TX 78501
Tel 956-618-1899 ~ Fax 956-618-0850

DATE 8/4/2026 ESTIMATE # 13651L

*PREPARED BY:* Clay

| FOR | Project: |
|---|---|
| City of Brownsville<br>Public Safety Complex<br>1400 F.M. 511<br>Brownsville, TX 78520 | COB Public Safety Complex |

| QTY | DESCRIPTION |
|---|---|
| | VE OPTIONS |
| 22 | Reduce to Mexican Olive 2" Cal. (B&B) |
| 2 | Reduce to Anacua 2" Cal. (B&B) |
| 26 | Reduce to Texas Palmetto 6' CT (B&B) |
| | Material -$54,936.00 |
| | Labor -$19,227.60 |
| | Total Credit -$74,163.60 |
| | Notes: |
| | 1.) Grading to be + or - 1" prior to work. |
| | 2.) Excludes Sales Tax. |
| | 3.) Proposal has sod for Bermuda grass. |
| | 4.) Excludes Benches, Bike Racks, Bollards, Guardrail, Concrete, Receptacles, Pavers, ADS Ramp, Erosion Control Blankets. |
| | 5.) Assume boulder are around 2' ht. |
| | 6.) Tree staking per specification T Post. |
| | Sales Tax |

| *Please sign and return if accepted.* | | **TOTAL** |
|---|---|---|

***This proposal may be withdrawn by us if not accepted in 90 days.***

Accepted By _____



Date: _____

# PROPOSAL AND CONTRACT FOR WORK

SOUTHERN LANDSCAPES
LANDSCAPING · IRRIGATION · MAINTENANCE

821 E. Beech Ave.
McAllen, TX 78501
Tel 956-618-1899 ~ Fax 956-618-0850

DATE 7/20/2026 ESTIMATE # 13629L

PREPARED BY: Clay

| FOR | Project: |
|---|---|
| City of Brownsville<br>Public Safety Complex<br>1400 F.M. 511<br>Brownsville, TX 78520 | VE Item #12<br>COB Public Safety Facility |

| QTY | DESCRIPTION |
|---|---|
| | Material -$19,680.00<br>Labor -$7,872.00<br>Total Credit -$27,552.00 |
| -345 | Reduce Planting Soil to 6"<br>Shrub Planting Soil C.Y. |
| | Material -$11,040.00<br>Labor -$4,416.00<br>Total Credit -$15,456.00 |
| 452<br>8,560<br>8,560 | Reduce Plant size to plugs<br>Plains Bristlegrass<br>Gulf Cordgrass<br>Prairie Dropseed |
| | Material -$35,144.00<br>Labor -$10,543.20<br>Total Credit -$45,687.20 |
| 1 | 90 Day Maintenance period in Lieu of 1 Year |
| | Total $-101,250.00 |
| | Notes:<br>1.) Grading to be + or - 1" prior to work.<br>2.) Excludes Sales Tax.<br>3.) Proposal has sod for Bermuda grass.<br>4.) Excludes Benches, Bike Racks, Bollards, Guardrail, Concrete, Receptacles, Pavers, ADS Ramp, Erosion Control Blankets.<br>5.) Assume boulder are around 2' ht.<br>6.) Tree staking per specification T Post. |

CONFIRMED MAINTENANCE TO BE UNTIL FINAL ACCEPTANCE ONLY - WARRANTY TO REMAIN 1 YEAR AFTER SUBSTANTIAL COMPLETION

| *Please sign and return if accepted.* | TOTAL | $761,157.87 |
|---|---|---|

*This proposal may be withdrawn by us if not accepted in 90 days.*

Accepted By _____ Date: _____

NOBLE

# VE Item #13

## City of Brownsville Public Safety

## Project No.

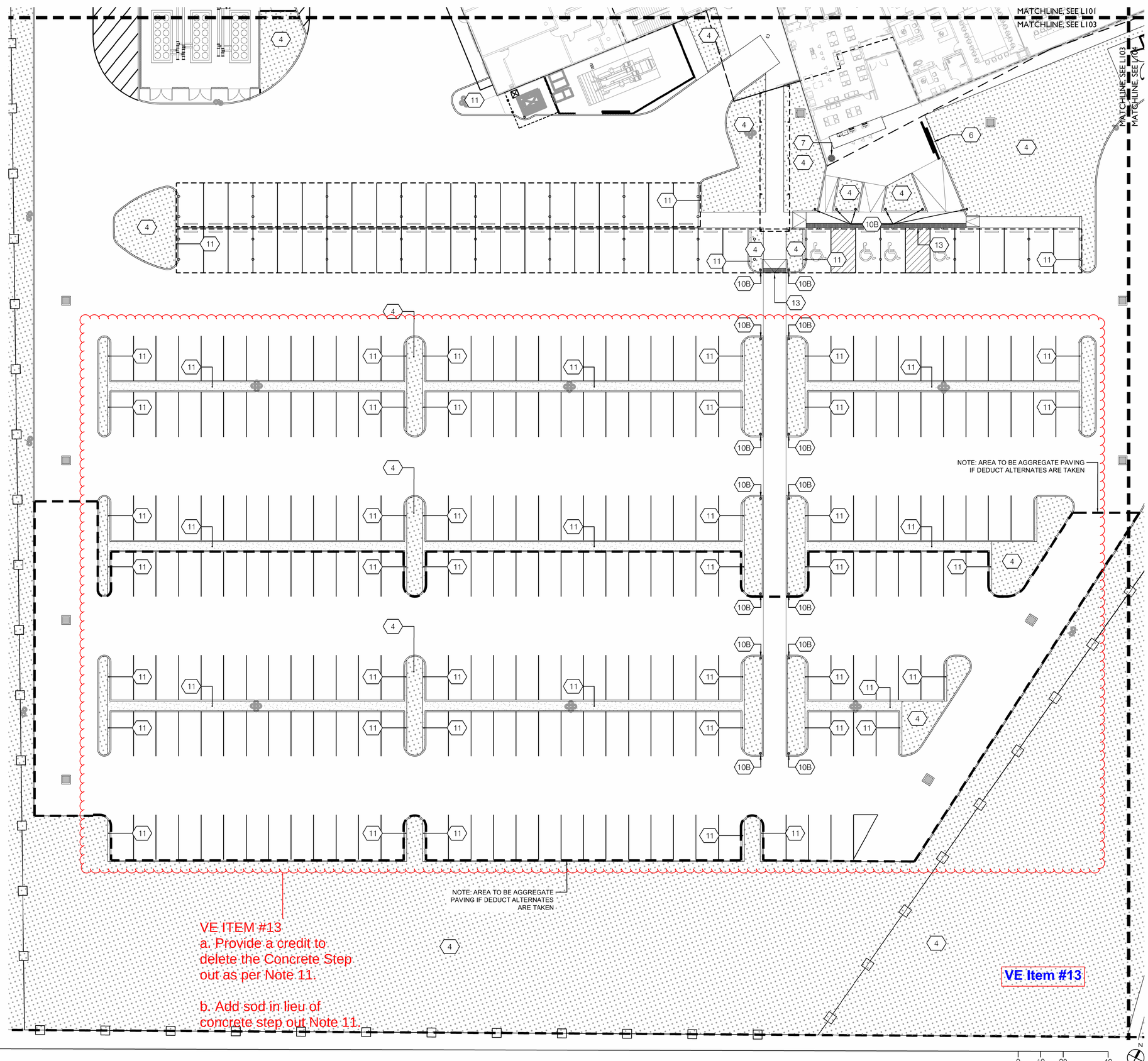
VE #

13 Remove Concrete Step-Out at exterior sidewalks & replace with SOD

| Item Code | Title | Estimated Quantity | Unit | Unit Price | Total |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| Add | | | | | 0.00 |
| | Sod | 1.00 | LS | 2,697.00 | 2,697.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| Deduct | | | | | 0.00 |
| | CONCRETE FOR STEP-OUT | (1.00) | ls | 20,000.00 | (20,000.00) |
| | | | ls | | 0.00 |
| | | | ls | | 0.00 |
| | | | ls | | 0.00 |
| | | | ls | | 0.00 |
| | | | ls | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | Subtotal Cost of Work | | | Deduct | (17,303.00) |

## MATERIALS LEGEND

- LIMIT OF WORK
- PROPOSED SECURITY WALL
- 1 — AGGREGATE MULCH, SEE DTL 2 / L900
- 2 — RIVER ROCK, SEE DTL 3 / L900
- 4 — PLANTING AREA
- 5 — EXPOSED AGGREGATE CONCRETE PAVING, REFER TO CIVIL
- BOULDERS, SEE DTL 1 / L900
- 6 — BENCH, SEE DTL 4 / L900
- 7 — LITTER RECEPTCAL, SEE DTL 2 / L901
- 8 — BIKE RACK, SEE DTL 3 / L901
- 9 — GUARDRAIL, SEE DTL 5 / L901
- 10A — IMPACT BOLLARD, SEE DTL 1A / L901
- 10B — ILLUMINATED BOLLARD, SEE DTL 1B / L901
- 11 — CONCRETE STEP-OUT, SEE DTL 4 / L901
- 12 — CONCRETE PAVING, REFER TO CIVIL
- 13 — ADA RAMP WITH DETECTABLE WARNING STRIP, REFER TO CIVIL
- 14 — STONE PAVING, SEE DTL 5 / L900




1 MATERIALS PLAN ZONE 3
Scale: 1"=20'-0"

megamorphosis
324 W VAN BUREN
HARLINGEN
TX 78550
956.428.1779

REGISTERED LANDSCAPE ARCHITECT — JEANETTE W. MITCHELL — 2799 — STATE OF TEXAS

smm landscape architects

CITY OF BROWNSVILLE PUBLIC SAFETY COMPLEX

BID PKG. 2

F.M. 511
BROWNSVILLE, TX 78520

REVISIONS

| NUMBER | DATE |
|---|---|

ARCH PROJ. #
2501

DATE
MAY 15, 2026

SHEET TITLE AND NO.
MATERIALS PLAN ZONE3
L103

PRICING SET

**VE Item #13**

| DESCRIPTION | QTY | RATE | AMOUNT |
|---|---|---|---|

- Equipment

(Sheet L103)
Scope:
- Original Bid Step out Strip | $20,000
- Alt #8 Step out Strip | $14,780
- Alt #9 Step out Strip | $16,170

Included:
- Labor
- Material
- Equipment

Exclusions: Permits/fees/bonds, testing dewatering, lime stabilization, masonry dowel caps, barricades, safety cables, grouting, waterproofing, demolition work, survey, and layout building corners.

# PROPOSAL AND CONTRACT FOR WORK

SOUTHERN LANDSCAPES
LANDSCAPING · IRRIGATION · MAINTENANCE

821 E. Beech Ave.
McAllen, TX 78501
Tel 956-618-1899 ~ Fax 956-618-0850

DATE 7/20/2026 ESTIMATE # 13629L

PREPARED BY: Clay

| FOR |
|---|
| City of Brownsville<br>Public Safety Complex<br>1400 F.M. 511<br>Brownsville, TX 78520 |

| Project: |
|---|
| **VE Item #13**<br>COB Public Safety Facility |

| QTY | DESCRIPTION |
|---|---|
| | VE OPTIONS |
| 22 | Reduce to Mexican Olive 2" Cal. (B&B) |
| 2 | Reduce to Anacua 2" Cal. (B&B) |
| 96 | Reduce to Cedar Elm 2" Cal. |
| 26 | Reduce to Texas Palmetto 6' CT (B&B) |
| | Material -$61,656.00 |
| | Labor -$21,580.00 |
| | Total Credit -$83,236.00 |
| | Add Sod in lieu concrete stepouts |
| 23 | Top Soil C.Y. |
| 1,260 | Sod S.F. |
| | Material $1,634.10 |
| | Labor $1,063.00 |
| | Total $2,697.10 |
| | Boulder Type A Reduction |
| 48 | 2.5 x 2.5 from 4' x 4' |
| *Please sign and return if accepted.* | TOTAL |

Accepted By

Date:

NOBLE

# City of Brownsville Public Safety

## Project No.

**VE Item #14**

VE #

14 Remove Landscape Aluminum Bollards with Lens

| Item Code | Title | Estimated Quantity | Unit | Unit Price | Total |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| Add | | | | | 0.00 |
| | | 0.00 | ls | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| Deduct | | | | | 0.00 |
| | Deduct: E3.4 Detail 1 - XX Bollards | (1.00) | ls | 6,270.00 | (6,270.00) |
| | Deduct E3.4 Detail 4 - XX2 Bollards | 0.00 | ls | 6,071.00 | 0.00 |
| | Deduct E3.5 Detail 2 - XX Bollards | (1.00) | ls | 10,751.00 | (10,751.00) |
| | Deduct E3.5 Detail 1 - XX2 Bollards | 0.00 | ls | 8,094.00 | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | Subtotal Cost of Work | | | Deduct | (17,021.00) |

## MATERIALS LEGEND

- LIMIT OF WORK
- PROPOSED SECURITY WALL
- 1 — AGGREGATE MULCH, SEE DTL 2 / L900
- 2 — RIVER ROCK, SEE DTL 3 / L900
- 4 — PLANTING AREA
- 5 — EXPOSED AGGREGATE CONCRETE PAVING, REFER TO CIVIL
- BOULDERS, SEE DTL 1 / L900
- 6 — BENCH, SEE DTL 4 / L900
- 7 — LITTER RECEPTCAL, SEE DTL 2 / L901
- 8 — BIKE RACK, SEE DTL 3 / L901
- 9 — GUARDRAIL, SEE DTL 5 / L901
- 10A — IMPACT BOLLARD, SEE DTL 1A / L901
- 10B — ILLUMINATED BOLLARD, SEE DTL 1B / L901
- 11 — CONCRETE STEP-OUT, SEE DTL 4 / L901
- 12 — CONCRETE PAVING, REFER TO CIVIL
- 13 — ADA RAMP WITH DETECTABLE WARNING STRIP, REFER TO CIVIL
- 14 — STONE PAVING, SEE DTL 5 / L900

MATCHLINE, SEE L101

MATCHLINE, SEE L103

MATCHLINE, SEE L103

MATCHLINE, SEE L104

VE ITEM #14
Provide deduct to delete illuminated bollards.

NOTE: AREA TO BE AGGREGATE PAVING IF DEDUCT ALTERNATES ARE TAKEN

NOTE: AREA TO BE AGGREGATE PAVING IF DEDUCT ALTERNATES ARE TAKEN

VE Item #14

1 MATERIALS PLAN ZONE 3
Scale: 1"=20'-0"

0 10 20 40

N

PRICING SET

megamorphosis
324 W VAN BUREN
HARLINGEN
TX 78550
956.428.1779

REGISTERED LANDSCAPE ARCHITECT
KENNETH W. MICHAEL
2799
STATE OF TEXAS

smm
landscape architects

CITY OF BROWNSVILLE PUBLIC SAFETY COMPLEX

BID PKG. 2

F.M. 511
BROWNSVILLE, TX 78520

REVISIONS

| NUMBER | DATE |
|---|---|

ARCH PROJ. #
2501

DATE
MAY 15, 2026

SHEET TITLE AND NO.
MATERIALS PLAN ZONE3
L103

**VE Item #14**

**Ramon Dones**

**From:** Matthew Diehl <matthew.diehl@metroelectric-rgv.com>
**Sent:** Friday, July 17, 2026 4:18 PM
**To:** Ramon Dones; Derek M. Gerdes
**Cc:** Armando Salazar
**Subject:** Re: COB Public Safety Complex - VE Item

Ramon,

Please see the following deduct for the removal of the Bollards from our proposal.

E3.4 Detail 1 - <$6,270.00> - Deduct (7) XX Bollards
E3.4 Detail 4 - <$6,071.00> - Deduct (3) XX2 Bollards
E3.5 Detail 2 - <$10,751.00> - Deduct (12) XX Bollards
E3.5 Detail 1 - <$8,094.00> - Deduct (4) XX2 Bollards

Let me know if you have any questions

**Matthew Diehl**
Estimator

**Metro Electric, Inc.**

**Corporate Office**
1901 Industrial Dr.
McAllen, TX 78504
t: (956) 686-2323
e: matthew.diehl@metroelectric-rgv.com
w: www.MetroElectric-RGV.com

50TH Anniversary 1973 - 2023

Bid Documents have been provided as a courtesy. Metro Electric, Inc. does not assume any legal responsibility for any missing information, alterations or discrepancies.

TDLR Compliance Statement Metro Electric, Inc., TECL #17140 Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, +1 (800) 803-9202, +1 (512) 463-6599; website: http://www.license.state.tx.us/complaints. Confidentiality Notice This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error, please notify the system manager. This message contains confidential information and is intended only for the individual named. If you are not the named addressee, you should not disseminate, distribute or copy this email. Please notify the sender immediately by email if you

NOBLE

## City of Brownsville Public Safety

**Project No.**

**VE Item #15**

**VE #**

**15** **Reduce size of Field Boulders Type A & Type B**

| Item Code | Title | Estimated Quantity | Unit | Unit Price | Total |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| Add | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| Deduct | | | | | 0.00 |
| | 4'x4' BOULDERS | (1.00) | ls | 27,552.00 | (27,552.00) |
| | | | ls | | 0.00 |
| | | | ls | | 0.00 |
| | | | ls | | 0.00 |
| | | | ls | | 0.00 |
| | | | ls | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | Subtotal Cost of Work | | | Deduct | (27,552.00) |

# PROPOSAL AND CONTRACT FOR WORK

SOUTHERN LANDSCAPES
LANDSCAPING · IRRIGATION · MAINTENANCE

821 E. Beech Ave.
McAllen, TX 78501
Tel 956-618-1899 ~ Fax 956-618-0850

DATE 7/20/2026 ESTIMATE # 13629L

PREPARED BY: Clay

| FOR |
|---|
| City of Brownsville<br>Public Safety Complex<br>1400 F.M. 511<br>Brownsville, TX 78520 |

| Project: |
|---|
| **VE Item #15**<br>COB Public Safety Facility |

| QTY | DESCRIPTION |
|---|---|
| | VE OPTIONS |
| 22 | Reduce to Mexican Olive 2" Cal. (B&B) |
| 2 | Reduce to Anacua 2" Cal. (B&B) |
| 96 | Reduce to Cedar Elm 2" Cal. |
| 26 | Reduce to Texas Palmetto 6' CT (B&B) |
| | Material -$61,656.00 |
| | Labor -$21,580.00 |
| | Total Credit -$83,236.00 |
| | Add Sod in lieu concrete stepouts |
| 23 | Top Soil C.Y. |
| 1,260 | Sod S.F. |
| | Material $1,634.10 |
| | Labor $1,063.00 |
| | Total $2,697.10 |
| | Boulder Type A Reduction |
| 48 | 2.5 x 2.5 from 4' x 4' |
| *Please sign and return if accepted.* | TOTAL |

Accepted By

Date:

# PROPOSAL AND CONTRACT FOR WORK

SOUTHERN LANDSCAPES
LANDSCAPING · IRRIGATION · MAINTENANCE

821 E. Beech Ave.
McAllen, TX 78501
Tel 956-618-1899 ~ Fax 956-618-0850

DATE 7/20/2026 ESTIMATE # 13629L

PREPARED BY: Clay

| FOR | Project: |
|---|---|
| City of Brownsville<br>Public Safety Complex<br>1400 F.M. 511<br>Brownsville, TX 78520 | **VE Item #15**<br>COB Public Safety Facility |

| QTY | DESCRIPTION |
|---|---|
| | Material -$19,680.00<br>Labor -$7,872.00<br>Total Credit -$27,552.00 |
| -345 | Reduce Planting Soil to 6"<br>Shrub Planting Soil C.Y.<br><br>Material -$11,040.00<br>Labor -$4,416.00<br>Total Credit -$15,456.00 |
| 452<br>8,560<br>8,560 | Reduce Plant size to plugs<br>Plains Bristlegrass<br>Gulf Cordgrass<br>Prairie Dropseed<br><br>Material -$35,144.00<br>Labor -$10,543.20<br>Total Credit -$45,687.20 |
| 1 | 90 Day Maintenance period in Lieu of 1 Year<br><br>Total $-101,250.00 |
| | Notes:<br>1.) Grading to be + or - 1" prior to work.<br>2.) Excludes Sales Tax.<br>3.) Proposal has sod for Bermuda grass.<br>4.) Excludes Benches, Bike Racks, Bollards, Guardrail, Concrete, Receptacles, Pavers, ADS Ramp, Erosion Control Blankets.<br>5.) Assume boulder are around 2' ht.<br>6.) Tree staking per specification T Post. |

| *Please sign and return if accepted.* | | TOTAL |
|---|---|---|

*This proposal may be withdrawn by us if not accepted in 90 days.*

Accepted By _____ Date: _____

NOBLE

# VE Item #16

**City of Brownsville Public Safety**

**Project No.**

VE #

16 Replace Guardrail's Wooden Handrail with Standard Galvanized Railing

| Item Code | Title | Estimated Quantity | Unit | Unit Price | Total | Notes |
|---|---|---|---|---|---|---|
| | | | | | | |
| | | | | | | |
| Add | | | | | 0.00 | |
| | Standard Galv Guardrail at Bridge | 1.00 | ls | 26,100.00 | 26,100.00 | J&N |
| | Standard Galv Guardrail at Overlook | 1.00 | ls | 2,800.00 | 2,800.00 | J&N (Unit Rate) |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| Deduct | | | | | 0.00 | |
| | Stainless Steel Railing at Bridge | (1.00) | lf | 42,000.00 | (42,000.00) | J&N (Plug) |
| | Stainless Steel Railing at Overlook | (1.00) | lf | 6,000.00 | (6,000.00) | J&N (Plug) |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | Subtotal Cost of Work | | | Deduct | (19,100.00) | |

## MATERIALS LEGEND

- LIMIT OF WORK
- PROPOSED SECURITY WALL
- 1 — AGGREGATE MULCH, SEE DTL 2 / L900
- 2 — RIVER ROCK, SEE DTL 3 / L900
- 4 — PLANTING AREA
- 5 — EXPOSED AGGREGATE CONCRETE PAVING, REFER TO CIVIL
- BOULDERS, SEE DTL 1 / L900
- 6 — BENCH, SEE DTL 4 / L900
- 7 — LITTER RECEPTCAL, SEE DTL 2 / L901
- 8 — BIKE RACK, SEE DTL 3 / L901
- 9 — GUARDRAIL, SEE DTL 5 / L901
- 10A — IMPACT BOLLARD, SEE DTL 1A / L901
- 10B — ILLUMINATED BOLLARD, SEE DTL 1B / L901
- 11 — CONCRETE STEP-OUT, SEE DTL 4 / L901
- 12 — CONCRETE PAVING, REFER TO CIVIL
- 13 — ADA RAMP WITH DETECTABLE WARNING STRIP, REFER TO CIVIL
- 14 — STONE PAVING, SEE DTL 5 / L900

## NOTES

1. MAINTAIN MAX 5% SLOPE AND 2% CROSS SLOPE ACROSS ALL SIDEWALKS AND PLAZAS

VE Item #16

VE ITEM #16
a. Replace guardrails with standard H.D. galvanized railing.

FLAGPOLES (3), REFER TO ARCH

PEDESTRIAN BRIDGE, REFER TO CIVIL AND STRUCTURAL

69' 11 1/4"

62' 3 1/4"

18' 10 3/4"

1 L600

2 L600

1 L601

1 L901

PLOTTER

SCANNER

1 MATERIALS ENLARGEMENT - MAIN ENTRY
Scale: 1" = 10'-0"

0 5 10 20

N

megamorphosis
324 W VAN BUREN
HARLINGEN
TX 78550
956.428.1779

REGISTERED LANDSCAPE ARCHITECT — JEANETTE W. MICHAEL — 2799 — STATE OF TEXAS

smm
landscape architects

CITY OF BROWNSVILLE PUBLIC SAFETY COMPLEX

BID PKG. 2

F.M. 511
BROWNSVILLE, TX 78520

REVISIONS

| NUMBER | DATE |
|---|---|

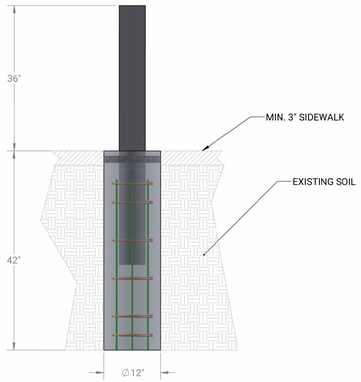
ARCH PROJ. #
2501

DATE
MAY 15, 2026

SHEET TITLE AND NO.
MATERIALS ENLARGEMENT
L110

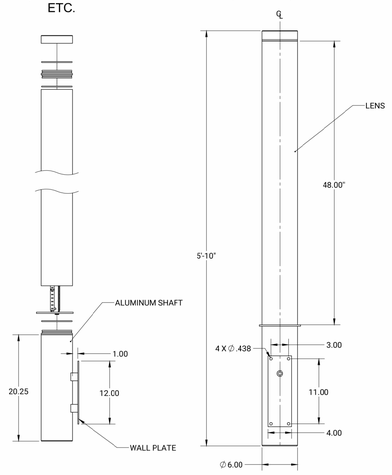
PRICING SET

NOTE:
1) SEE SPECS (12 93 00) FOR MODEL, MANUFACTURER, MATERIAL, AND COLOR.
2) REFER TO MEP FOR CONDUIT, CIRCUIT, ETC.




A IMPACT BOLLARD DETAIL
Scale: 1"= 1'- 0"

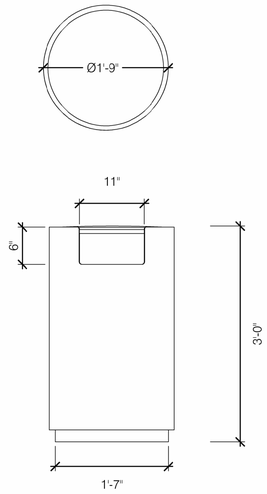
NOTE:
1) SEE SPECS (12 93 00) FOR MODEL, MANUFACTURER, MATERIAL, AND COLOR.
2) REFER TO MEP FOR CONDUIT, CIRCUIT, ETC.




B ILLUMINATED BOLLARD DETAIL
Scale: 1"= 1'- 0"

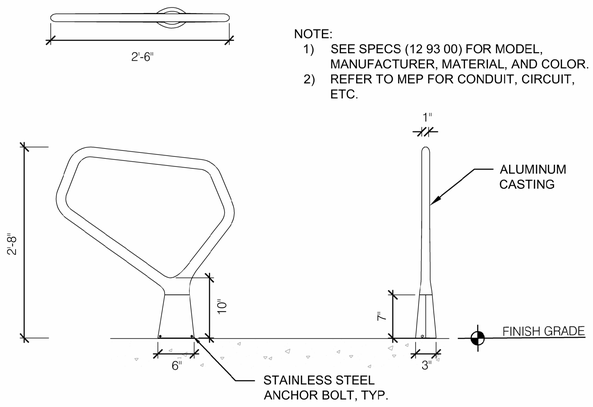
1 BOLLARD DETAIL
Scale: 1"= 1'- 0"

NOTE: SEE SPECS (12 93 00) FOR MODEL, MANUFACTURER, MATERIAL, AND COLOR.

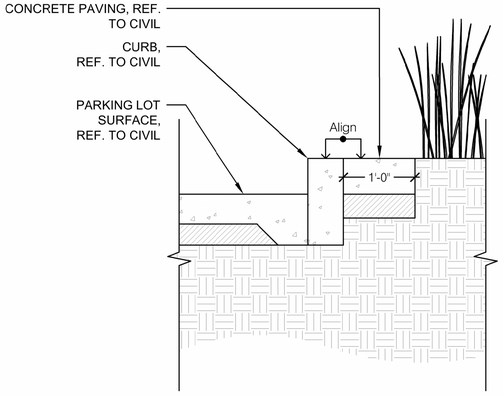



2 LITTER DETAIL
Scale: 1"= 1'- 0"

NOTE:
1) SEE SPECS (12 93 00) FOR MODEL, MANUFACTURER, MATERIAL, AND COLOR.
2) REFER TO MEP FOR CONDUIT, CIRCUIT, ETC.




3 BIKE RACK DETAIL
Scale: 1"= 1'- 0"

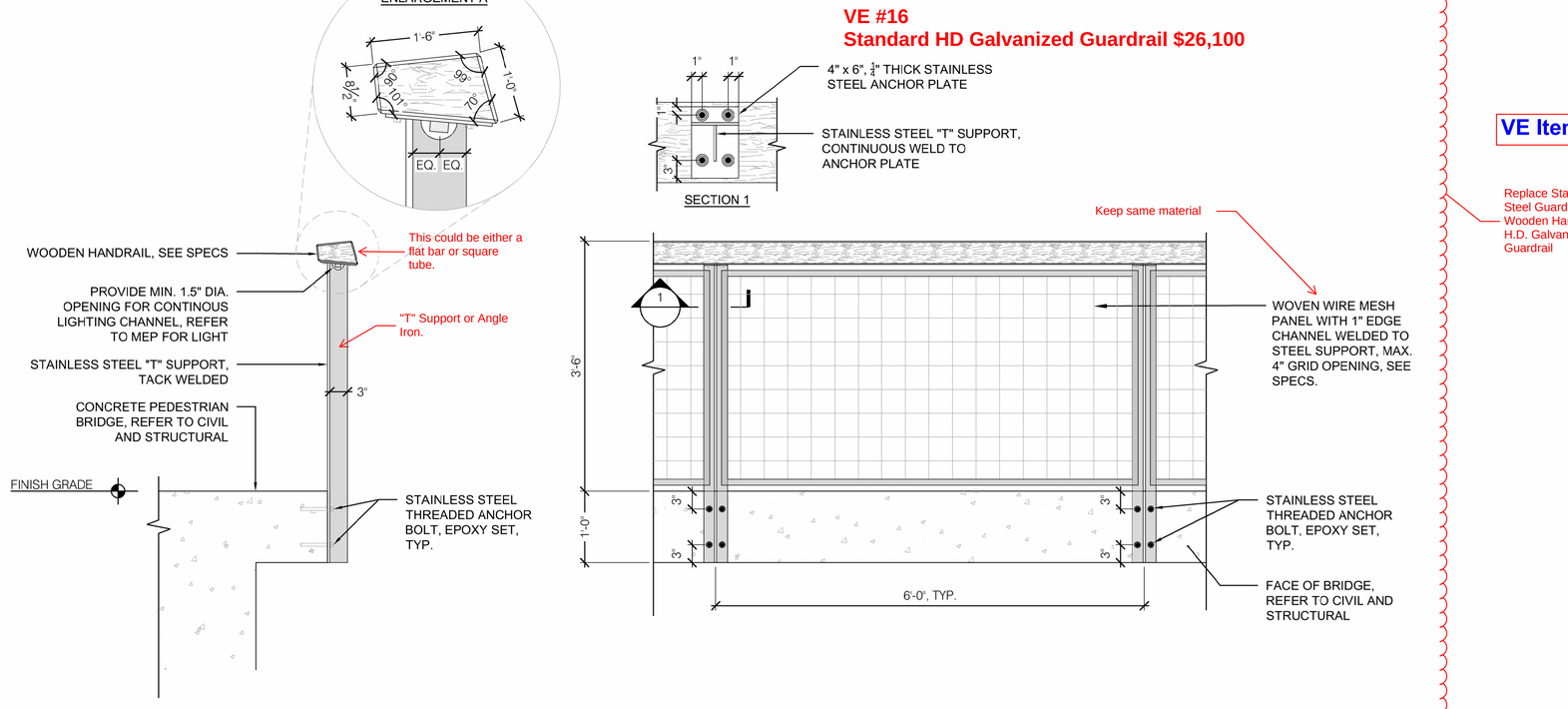



4 GRAVEL STEP-OUT STRIP DETAIL
Scale: 1"= 1'- 0"

**VE #16**
**Standard HD Galvanized Guardrail $26,100**

**VE Item #16**

Replace Stainless Steel Guardrail & Wooden Handrail with H.D. Galvanized Guardrail




5 GUARDRAIL DETAIL
Scale: 1"= 1'- 0"

megamorphosis
324 W VAN BUREN
HARLINGEN
TX 78550
956.428.1779




smm
landscape architects

CITY OF BROWNSVILLE PUBLIC SAFETY COMPLEX

BID PKG. 2

F.M. 511
BROWNSVILLE, TX 78520

REVISIONS
NUMBER DATE

ARCH PROJ. #
2501

DATE
MAY 15, 2026

SHEET TITLE AND NO.
SITE DETAILS

L901

PRICING SET

VE Item #17

# City of Brownsville Public Safety

## Project No.

VE #

17 Replace Stone Paving area with Concrete Paving

| Item Code | Title | Estimated Quantity | Unit | Unit Price | Total |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| Add | | | | | 0.00 |
| | Concrete Sidewalk | 1.00 | ls | 6,160.00 | 6,160.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| Deduct | | | | | 0.00 |
| | Stone Paving | (1.00) | ls | 20,064.00 | (20,064.00) |
| | | | ls | | 0.00 |
| | | | ls | | 0.00 |
| | | | ls | | 0.00 |
| | | | ls | | 0.00 |
| | | | ls | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | Subtotal Cost of Work | | | Deduct | (13,904.00) |

## MATERIALS LEGEND

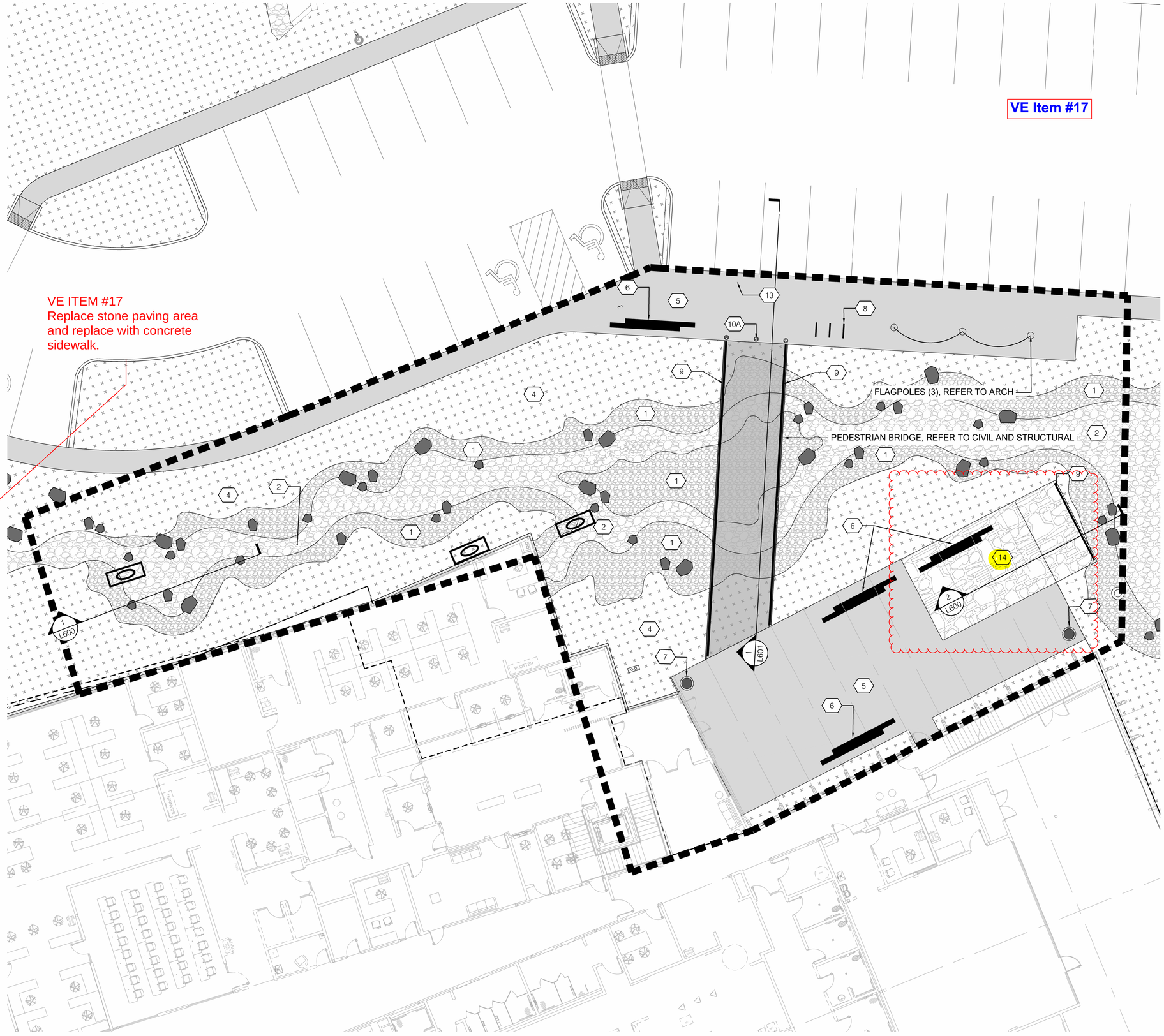
- LIMIT OF WORK
- PROPOSED SECURITY WALL
- 1 — AGGREGATE MULCH, SEE DTL 2 / L900
- 2 — RIVER ROCK, SEE DTL 3 / L900
- 4 — PLANTING AREA
- 5 — EXPOSED AGGREGATE CONCRETE PAVING, REFER TO CIVIL
- BOULDERS, SEE DTL 1 / L900
- 6 — BENCH, SEE DTL 4 / L900
- 7 — LITTER RECEPTCAL, SEE DTL 2 / L901
- 8 — BIKE RACK, SEE DTL 3 / L901
- 9 — GUARDRAIL, SEE DTL 5 / L901
- 10A — IMPACT BOLLARD, SEE DTL 1A / L901
- 10B — ILLUMINATED BOLLARD, SEE DTL 1B / L901
- 11 — CONCRETE STEP-OUT, SEE DTL 4 / L901
- 12 — CONCRETE PAVING, REFER TO CIVIL
- 13 — ADA RAMP WITH DETECTABLE WARNING STRIP, REFER TO CIVIL
- 14 — STONE PAVING, SEE DTL 5 / L900

## NOTES

1. MAINTAIN MAX 5% SLOPE AND 2% CROSS SLOPE ACROSS ALL SIDEWALKS AND PLAZAS

VE Item #17

VE ITEM #17
Replace stone paving area and replace with concrete sidewalk.




1 MATERIALS ENLARGEMENT - MAIN ENTRY
Scale: 1" = 10'-0"

0 5 10 20

N

megamorphosis
324 W VAN BUREN
HARLINGEN
TX 78550
956.428.1779

REGISTERED LANDSCAPE ARCHITECT — JEANETTE W. MICHAEL — 2799 — STATE OF TEXAS

smm landscape architects

CITY OF BROWNSVILLE PUBLIC SAFETY COMPLEX

BID PKG. 2

F.M. 511
BROWNSVILLE, TX 78520

REVISIONS

| NUMBER | DATE |
|---|---|

ARCH PROJ. #
2501

DATE
MAY 15, 2026

SHEET TITLE AND NO.
MATERIALS ENLARGEMENT
L110

PRICING SET

VE Item #17

# TROPICAL PATIOS
OUTDOOR DESIGN

July 20, 2026

**Proposal for:** Noble Texas Builders
108 S. Main Street
La Feria, TX 78559

**Attn:** Ramon Dones

**Re:** COB Public Safety Complex

Stone paving mortar set on concrete base as per plans and specs:
760 sq. ft. x $26.40 per sq. ft. = $20,064.00

**Price includes labor, flagstone and mortar.**
**Price excludes concrete base.**

Jonathan Kidd

We carry Workman's Comp and General Liability Insurance to protect your assets.

WWW.TROPICALPATIOS.COM
956.428.7073 | 817 E. Vinson Ave.
956.428.2014 | Harlingen, TX 78550

**VE Item #17**

| DESCRIPTION | QTY | RATE | AMOUNT |
|---|---|---|---|
| (Sheet L110)<br>Scope:<br>- Replace stone paving area with Concrete Sidewalk | | | 6,160.00 |

Exclusions: Permits/fees/bonds, testing dewatering, lime stabilization, masonry dowel caps, barricades, safety cables, grouting, waterproofing, demolition work, survey, and layout building corners.

NOBLE

# VE Item #18

**City of Brownsville Public Safety**

**Project No.**

VE #

18 Remove Z Girts at Outdoor Fitness area

| Item Code | Title | Estimated Quantity | Unit | Unit Price | Total | Notes |
|---|---|---|---|---|---|---|
| | | | | | | |
| | | | | | | |
| Add | | | | | 0.00 | |
| | Chain Link Fence w/ Privacy Slats | 1.00 | ls | | 0.00 | leave open |
| | | | | | 0.00 | change discription |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| Deduct | | | | | 0.00 | |
| | Z Girts @ Outdoor Fitness area | (1.00) | ls | 39,825.00 | (39,825.00) | J&N |
| | | | ls | | 0.00 | |
| | | | ls | | 0.00 | |
| | | | ls | | 0.00 | |
| | | | ls | | 0.00 | |
| | | | ls | | 0.00 | |
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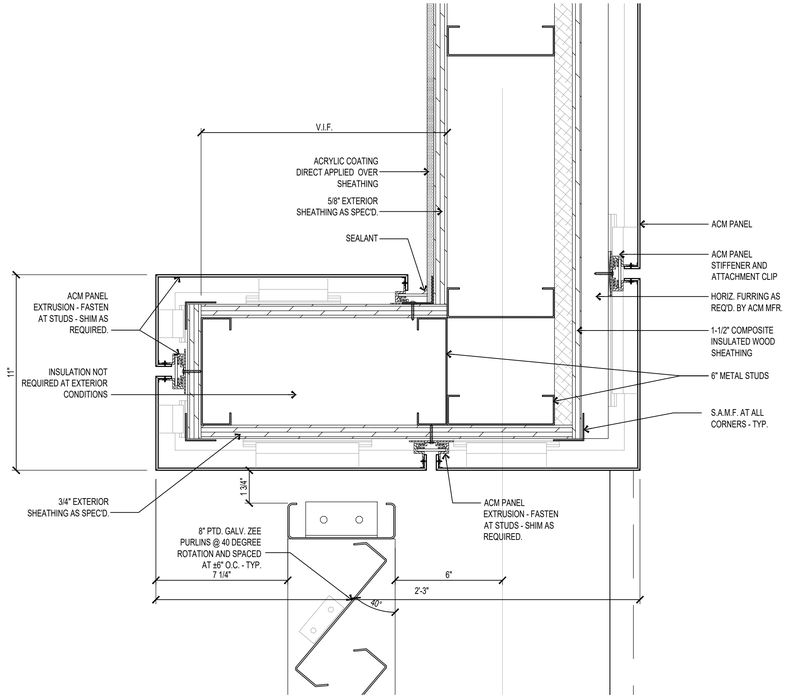
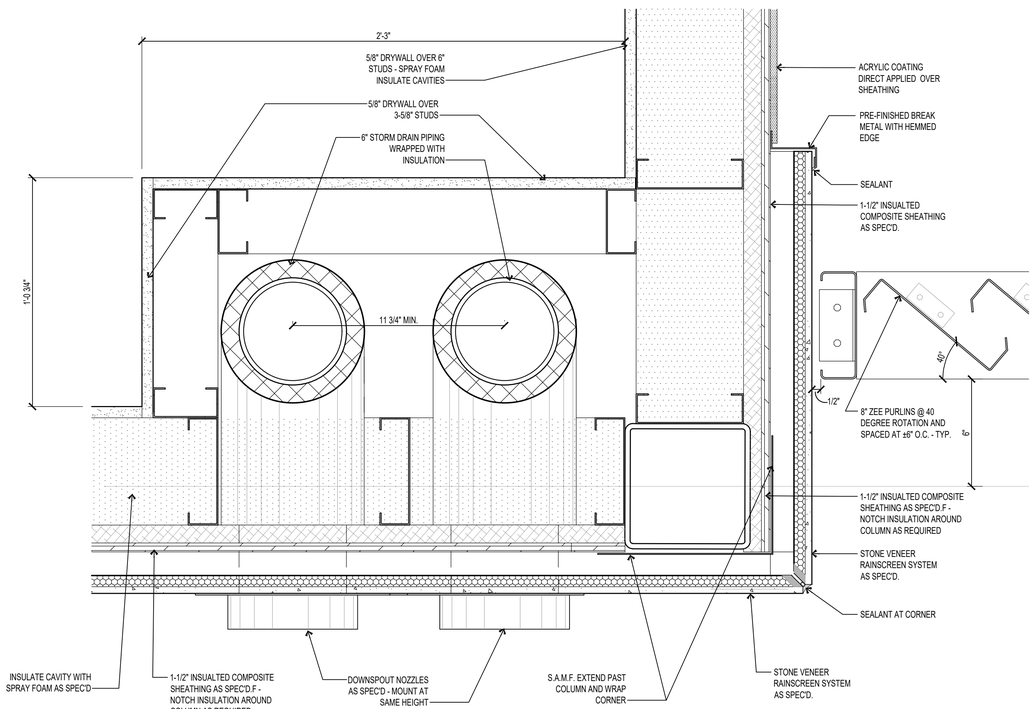
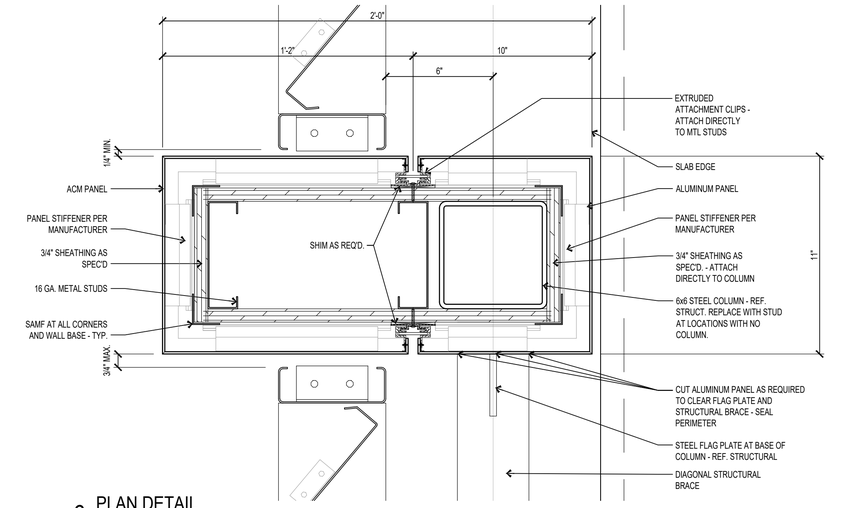
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | Subtotal Cost of Work | | | Deduct | (39,825.00) | |
| | | | | | | |




5 ENLARGED SCREEN WALL PLAN
Scale: 1/4" = 1'-0"




2 ENLARGED SCREEN WALL PLAN
Scale: 1/4" = 1'-0"




6 PLAN DETAIL
Scale: 3" = 1'-0"

NOTE :
ALL INDIVIDUAL CEE AND ZEE PURLINS SHALL BE 16 GAUGE, GALVANIZED. WELDS SHALL BE TREATED WITH GALVANIZED REPAIR PAINT. FINISH SHALL BE HIGH PERFORMANCE PAINT AS SPEC'D. GALVANIZED SURFACES SHALL BE ALLOWED TO PATINA PRIOR TO PAINTING.

**VE Item #18**




4 PARTIAL SCREEN ELEVATION
Scale: 1/2" = 1'-0"




3 ENLARGED SCREEN WALL PLAN
Scale: 1" = 1'-0"




1 ENLARGED SCREEN WALL PLAN
Scale: 1/4" = 1'-0"

NORTH

megamorphosis
324 W VAN BUREN
HARLINGEN
TX 78550
956.428.1779

REGISTERED ARCHITECT
JESSE ALAN MILLER
26888
STATE OF TEXAS

5/15/2026

CITY OF BROWNSVILLE PUBLIC SAFETY COMPLEX

BID PKG. 2

F.M. 511
BROWNSVILLE, TX 78520

REVISIONS
NUMBER DATE

ARCH PROJ. #
2501

DATE
MARCH 15, 2026

SHEET TITLE AND NO.
SCREEN WALL DETAILS

PRICING SET

A-2.12

VE Item #18

6/17/26

Contract #
#2024-249

Contractor: Noble
Project: City Of Brownsville Public Safety
Location: Brownsville , Tx

We will furnish the following structural steel to consist of 476 tons

1. Shop Drawings.
2. Base plates (Installed by others)
3. Columns.
4. Beams.
5. N studs on second floor beams
6. Camber beams.
7. Bent plates.
8. Second floor decking to be (404 squares) 2VLJ 22g. G90
9. Second floor deck (2 squares) 0.6C 28g G60
10. Stairs with landing (Handrails by other)
11. All High roof beams.
12. Joist and bridging.
13. Deck angle.
14. Misc angle braces.
15. High Roof decking to be (679 squares) 1.5B 22g G60
16. High roof decking (54 squares) 3NL-32 16g. G60
17. Wind tube braces.
18. A/C angle frames.
19. Angle lintels (HD Galv)
20. Mech yard red iron package only (Standing seam by others
21. 6" Pipe bollards (HD Galv)
22. Fabrication of all steel.
23. All steel shop primed.
24. Erection of all steel.

6" & 8" Z
Alt: All Z purlins GALV
for screen wall $39,825.00
Sheet A-2.12
Det 1, 3 and 4

Exclusions - Standing seam roofing - hat channels - metal soffits - Aluminum products - stainless steel products - gratings - diamond plates - pipe bollards - Aluminum light gauge exterior canopy's - Stainless steel handrails - Powder coated Aluminum gates- Dumpster enclosure gates - Generator alum platform and stairs - Fueling station canopy - Parking canopy Alt#1 - Aluminum canopy's - Anything else not mentioned will be considered an extra charge.

* Note: price on steel good for 3-weeks only

NOBLE

**VE Item #19**

## City of Brownsville Public Safety

### Project No.

VE #

19 Reduce amount of Site Lighting (raceways to remain)

| Item Code | Title | Estimated Quantity | Unit | Unit Price | Total |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| Add | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| Deduct | | | | | 0.00 |
| | Southernmost Island (Parking Lot Alt #8) | (1.00) | ls | 18,520.00 | (18,520.00) |
| | | | ls | | 0.00 |
| | | | ls | | 0.00 |
| | | | ls | | 0.00 |
| | | | ls | | 0.00 |
| | | | ls | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | Subtotal Cost of Work | | | Deduct | (18,520.00) |

VE Item #19




1 ELECTRICAL SITE PLAN

SCALE: 1" = 50'-0"

## ELECTRICAL KEYED NOTES:

1. EXISTING ELECTRIC UTILITY OVERHEAD SERVICES LINES.
2. EXISTING ELECTRIC UTILITY POLE.
3. PROPOSED NEW OVERHEAD PRIMARY SERVICE LINE.
4. PROPOSED ELECTRIC UTILITY POLE WITH RISER POLE.
5. PROVIDE NEW UNDERGROUND PRIMARY ELECTRIC RACEWAYS.
6. PROVIDE ELECTRIC UTILITY SECTIONALIZER CONCRETE PAD. SEE DETAIL.
7. CONNECT MARQUEE SIGN; BRANCH CIRCUIT: 2" - 6#1 & 8G; 3 BRANCH CIRCUITS.
8. PROVIDE AND CONNECT PEDESTAL MOUNTED AS MANUFACTURED BY " MIDWEST" MODELH/PKJHAAT 14-50R 50A 120/240V, R-32U 30A 120V AND 5-20R2 20A 120V . PROVIDE BRANCH CIRCUIT: 1" - 3#2 & #8G. SEE DETAIL 02/E13.2.
9. PROVIDE POLE LIGHTS AS SCHEDULE. SEE DETAIL.
10. CONNECT ELECTRIC DRIVE UNIT (208V, 1Ø); BRANCH CIRCUIT: 1.25" - 3#6 & #8G. PROVIDE 3/4" X 10' COPPER CLAD GROUND ROD AND #8 COPPER GROUNDING ELECTRODE CONDUCTOR WITHIN 3'-0" OF GATE OPERATOR. COORDINATE EXACT LOCATION OF COMPONENTS WITH SECURITY DETAILS DRAWINGS PRIOR TO ANY ROUGH-IN. GATE CONTRACTOR SHALL PROVIDE ALL INTERNAL WIRING INCLUDING SAFETY LOOPS AND PHOTO EYES.
11. CONNECT BLUE PHONE EMERGENCY STATION. BRANCH CIRCUIT: 1" 2#4 & #8. COORDINATE WITH SECURITY SYSTEMS SHEET "ES-1.1".
12. PROVIDE 3-4" RACEWAYS WITH PULLWIRE (FUTURE TOWER).
13. CONNECT ELECTRIC DRIVE UNIT (208V, 1Ø); BRANCH CIRCUIT: 1" - 3#8 & #10G. PROVIDE 3/4" X 10' COPPER CLAD GROUND ROD AND #8 COPPER GROUNDING ELECTRODE CONDUCTOR WITHIN 3'-0" OF GATE OPERATOR. COORDINATE EXACT LOCATION OF COMPONENTS WITH ARCHITECT PRIOR TO ANY ROUGH-IN. GATE CONTRACTOR SHALL PROVIDE ALL INTERNAL WIRING INCLUDING SAFETY LOOPS AND PHOTO EYES.
14. CONNECT RECEPTACLE. BRANCH CIRCUIT: 1.25" 2#3 & #10G.
15. SWITCH EXTERIOR POLE LIGHTS THROUGH LIGHTING CONTACTOR "LIGHTING CONTACTOR". BRANCH CIRCUIT: 1" - 2#4 & #10G. SEE CORRESPONDING PANEL SCHEDULE.
16. IF BID ALTERNATERNATE #1 IS ACCEPTED, INSTALLED RECEPTACLE ON LIGHT POLE.
17. PROVIDE NEW 24"X24" TIER 22 RATED POLYMER CONCRETE PULL BOX WITH "COMMUNICATIONS" COVER LOGO - SEE DETAIL. REFER TO THE TECHNOLOGY CONSULTANT DRAWINGS FOR EXACT LOCATION.
18. NOT USED.
19. PROVIDE NEW 36"X36" TIER 22 RATED POLYMER CONCRETE PULL BOX WITH "ELECTRICAL" COVER LOGO - SEE DETAIL.
20. PROVIDE NEW 48"X48" TIER 22 RATED POLYMER CONCRETE PULL BOX WITH "COMMUNICATIONS" COVER LOGO - SEE DETAIL. REFER TO THE TECHNOLOGY CONSULTANT DRAWINGS FOR EXACT LOCATION.
21. PROVIDE NEW 36"X36" TIER 22 RATED POLYMER CONCRETE PULL BOX WITH "COMMUNICATIONS" COVER LOGO - SEE DETAIL. REFER TO THE TECHNOLOGY CONSULTANT DRAWINGS FOR EXACT LOCATION.
22. PROVIDE BRANCH CIRCUIT: 1" - 2#6 & #8G.
23. PROVIDE BRANCH CIRCUIT: 1" - 2#4 & #8G.
24. UTILITY EASEMENT. REFER TO CIVIL DRAWINGS.
25. PROVIDE POLE AS SCHEDULE. COORDINATE WITH SECURITY DRAWINGS WHERE CAMERAS NOTED - TYPICAL. SEE DETAIL.
26. SERVICE PROVIDER "MEET ME BOX". COORDINATE WITH SECURITY DRAWINGS FOR EXACT LOCATION - TYPICAL.
27. PROVIDE BRANCH CIRCUIT: 1" - 2#2 & #8G.
28. PROVIDE BRANCH CIRCUIT: 1" - 2#4 & #8G.


megamorphosis
324 W VANBUREN
HARLINGEN
TX 78550
956.428.1779

ethos engineering
1126 SOUTH COMMERCE ST.
HARLINGEN, TX
PHONE: 956-230-3435
TEXAS REGISTERED
ENGINEERING FIRM
F-15988

STATE OF TEXAS
RAJESH A. KAPILESHWARI
86959
LICENSED
PROFESSIONAL ENGINEER
05.15.2026

STATE OF TEXAS
CESAR A. GONZALEZ
108611
LICENSED
PROFESSIONAL ENGINEER
05.15.2026


CITY OF BROWNSVILLE PUBLIC SAFETY COMPLEX

BID PKG. 2

F. M. 511
BROWNSVILLE, TX 78520

REVISIONS
NUMBER DATE

ARCH PROJ. #
2501

DATE
MAY 15, 2026

SHEET TITLE AND NO.
ELECTRICAL SITE PLAN

PRICING SET

E1.2

**VE Item #19**

**Ramon Dones**

**From:** Matthew Diehl <matthew.diehl@metroelectric-rgv.com>
**Sent:** Wednesday, July 22, 2026 11:03 AM
**To:** Ramon Dones; Derek M. Gerdes
**Cc:** Armando Salazar
**Subject:** Re: COB Public Safety Complex - VE Item

Ramon,

Remove Outer Sallyport Bay - Deduct <$2,393.00>

Remove Inner Sallyport Bay - Deduct <$8,584.00> ****This CS cannot be accepted without accepting the CS for the Outer Sallyport Bay****

Reduce Site Lighting (Final Island) - Deduct <$18,520.00>

Thanks.


**Matthew Diehl**
Estimator

**Metro Electric, Inc.**

**Corporate Office**
1901 Industrial Dr.
McAllen, TX 78504
t: (956) 686-2323
e: matthew.diehl@metroelectric-rgv.com
w: www.MetroElectric-RGV.com


50TH Anniversary 1973 - 2023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NOBLE

**VE Item #20**

## City of Brownsville Public Safety

### Project No.

VE #

20 Remove 1 of the Sallyport bays (concrete paving to remain)

| Item Code | Title | Estimated Quantity | Unit | Unit Price | Total |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| Add | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| Deduct | | | | | 0.00 |
| | Structural Steel & Support | (1.00) | ls | 21,600.00 | (21,600.00) |
| | Electrical | (1.00) | ls | 2,393.00 | (2,393.00) |
| | HVAC | (1.00) | ls | 9,500.00 | (9,500.00) |
| | Masonry | (1.00) | ls | 4,584.00 | (4,584.00) |
| | Paint | (1.00) | ls | 13,500.00 | (13,500.00) |
| | Roofing | (1.00) | ls | 12,000.00 | (12,000.00) |
| | Metal Panels | (1.00) | ls | 2,014.00 | (2,014.00) |
| | Overhead Doors | (2.00) | ea | 22,600.00 | (45,200.00) |
| | Flooring (Sealed Concrete)?? | | | | 0.00 |
| | Cabinet w/ Batt. Locks | (3.00) | ea | | 0.00 |
| | F1 - Lockers | (2.00) | ea | | 0.00 |
| | F2 - Lockers | (3.00) | ea | | 0.00 |
| | F3 - Lockers | (1.00) | ea | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | Subtotal Cost of Work | | | Deduct | (110,791.00) |

NOBLE

**VE Item #21**

## City of Brownsville Public Safety

### Project No.

VE #

21 Remove both of the Sallyport bays (concrete paving to remain)

| Item Code | Title | Estimated Quantity | Unit | Unit Price | Total |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| Add | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| Deduct | | | | | 0.00 |
| | remove Structural Support | (1.00) | ls | 43,200.00 | (43,200.00) |
| | Electrical | (1.00) | ls | 8,584.00 | (8,584.00) |
| | HVAC | (1.00) | ls | 44,500.00 | (44,500.00) |
| | Masonry | (1.00) | ls | 22,500.00 | (22,500.00) |
| | Paint (Epoxy Wall Paint) | (1.00) | ls | 26,500.00 | (26,500.00) |
| | Roofing | (1.00) | ls | 30,220.00 | (30,220.00) |
| | Metal Panels | (1.00) | ls | 5,035.00 | (5,035.00) |
| | Overhead Doors | (4.00) | ls | 22,600.00 | (90,400.00) |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | Subtotal Cost of Work | | | Deduct | (270,939.00) |

**GENERAL NOTES:**

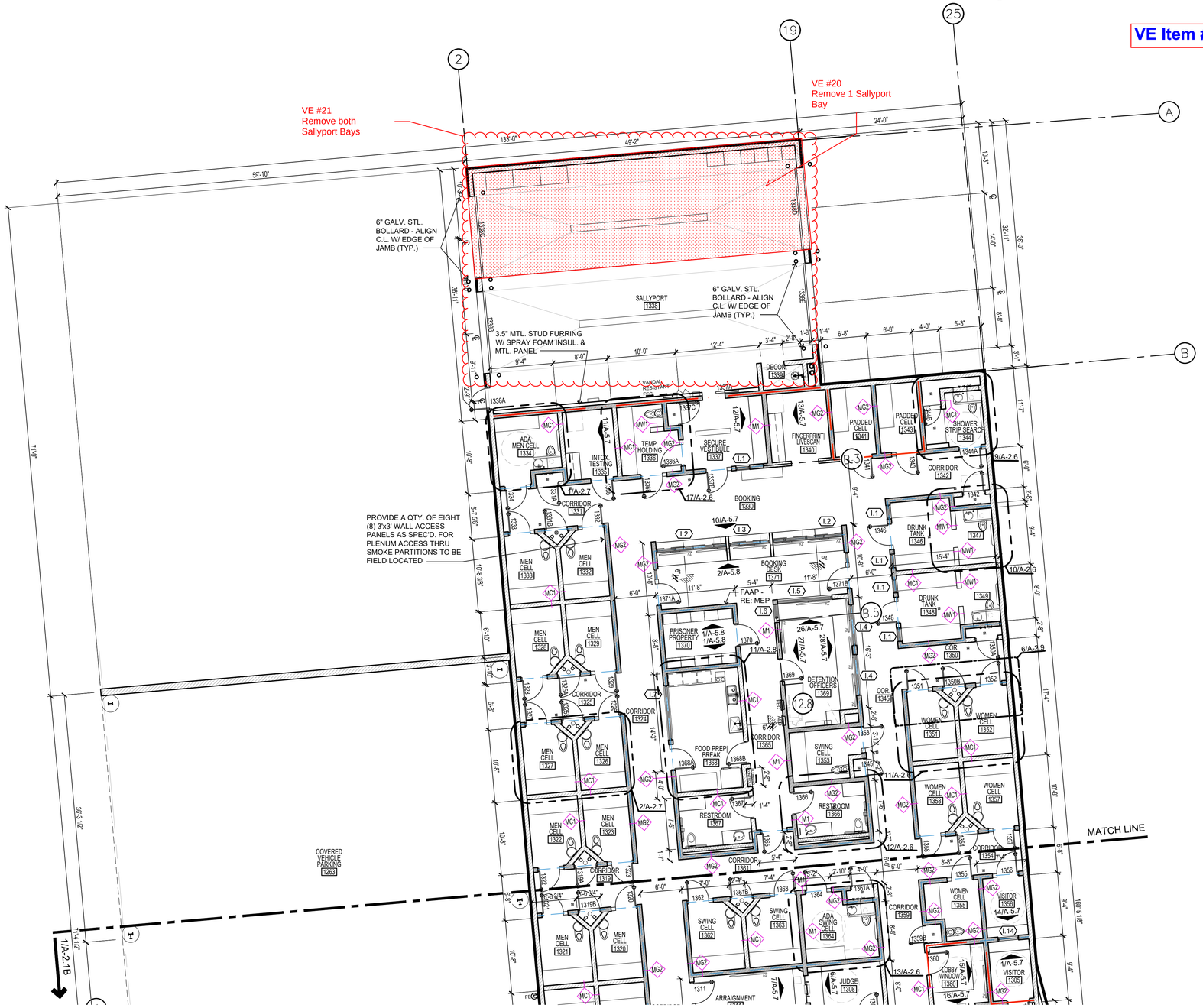
1. DIMENSIONS SHOWN ARE TO FACE OF MASONRY, OR FACE OF WALL FINISH U.N.O.
2. DOOR OPENINGS IN DRYWALL PARTITIONS NOT LOCATED BY DIMENSION SHALL BE LOCATED 4" FROM ADJACENT FINISH WALL TO DOOR FRAME.
3. DOOR OPENINGS IN CMU PARTITIONS NOT LOCATED BY DIMENSIONS SHALL BE LOCATED 8" FROM ADJACENT FINISH WALL TO DOOR FRAME.
4. BEFORE FRAMING ALL FRAMING AROUND TV / MONITOR WALL NICHES, COORDINATE SIZE WITH ACTUAL DIMENSIONS OF THE UNITS.
5. ENSURE ALL INTERIOR BALLISTIC RATED OPENINGS HAVE 16 GA. MIN. DOUBLE STUD JAMB, HEAD, & SILL FRAMING
6. ALL CMU WALLS WITH OUTSIDE CORNERS TO BE BULLNOSED UP TO 10' A.F.F. MIN.
7. DETENTION NOTES:

7.3. ALL FASTENERS IN DETENTION SETTING TO BE VANDAL RESISTANT 'TORX HEAD' OR SIMILAR. ALL JOINT SEALANTS TO BE SECURITY GRADE @ AT PERIMETER OF ALL DOOR/WINDOW FRAMES, PERIMETER OF CEILING @ WALL LINE, @ PERIMETER OF ALL PLUMBING FIXTURES, FLOOR DRAIN PERIMETERS, HVAC DEVICES, BASE OF WALL, & ALL LIGHT FIXTURES

7.4. ALL PAINTED SURFACES IN THE DETENTION AREA TO BE EXPOXY PAINT SYSTEM.

7.5. ALL CELLS W/ CONC. BUNKS TO RECEIVE DETENTION PADDING SYSTEM AS SPEC'D. PADDING TO EXTEND ONTO VERT. FACE & TERMINATE @ FLOOR & ADJACENT WALLS

**VE Item #20 &21**




1 ENLARGED FLOOR PLAN
Scale: 1/8" = 1'-0"

N NORTH



megamorphosis
324 W VAN BUREN
HARLINGEN
TX 78550
956.428.1779

REGISTERED ARCHITECT
JESSE ALAN MILLER
26888
STATE OF TEXAS

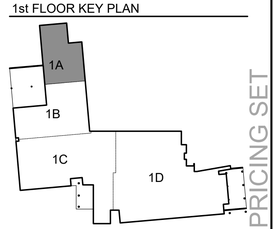
5/15/2026

CITY OF BROWNSVILLE PUBLIC SAFETY COMPLEX

BID PKG. 2

F.M. 511
BROWNSVILLE, TX 78520

1st FLOOR KEY PLAN




REVISIONS

| NUMBER | DATE |
|---|---|

ARCH PROJ. #
2501

DATE
MARCH 15, 2026

SHEET TITLE AND NO.
ENLARGED 1ST FLOOR PLAN '1A'

PRICING SET

A-2.1A

**VE Item #20 &21**

## Ramon Dones

**From:** Javier Cardenas <jnwelding@yahoo.com>
**Sent:** Monday, July 20, 2026 2:08 PM
**To:** Ramon Dones
**Cc:** Armando Salazar
**Subject:** Re: COB Public Safety Complex - VE Items

VE item #~~9~~ 20 $21,600.00

VE Item #~~10~~ 21 $43,200.00 removing both

On Jul 20, 2026, at 1:59 PM, Ramon Dones <ramon.dones@nobletx.com> wrote:

**VE Item #20 &21**

## Ramon Dones

**From:** Matthew Diehl <matthew.diehl@metroelectric-rgv.com>
**Sent:** Wednesday, July 22, 2026 11:03 AM
**To:** Ramon Dones; Derek M. Gerdes
**Cc:** Armando Salazar
**Subject:** Re: COB Public Safety Complex - VE Item

Ramon,

Remove Outer Sallyport Bay - Deduct <$2,393.00>

Remove Inner Sallyport Bay - Deduct <$8,584.00> ****This CS cannot be accepted without accepting the CS for the Outer Sallyport Bay****

Reduce Site Lighting (Final Island) - Deduct <$18,520.00>

Thanks.


**Matthew Diehl**
Estimator

**Metro Electric, Inc.**

**Corporate Office**
1901 Industrial Dr.
McAllen, TX 78504
t: (956) 686-2323
e: matthew.diehl@metroelectric-rgv.com
w: www.MetroElectric-RGV.com


50TH Anniversary 1973 - 2023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**VE Item #20 &21**

**Limon Masonry LLC**
PO Box 1717
Pharr, TX

leal@limonmasonry.com
(956) 844-6146

aj@limonmasonry.com
(956) 483-4400

## PROPOSAL

Attn:
DATE: 7/20/2026
Project: **City of Brownsville Public Safety Building 100% CD - VE09 & VE10**
Location: Brownsville, TX

We are pleased to quote the following labor and materials necessary in order to perform the project captioned above.

**CMU**

**Masonry Accessories**

**Protection and Cleaning**

**Labor**

**Cleanup Work Protection**

**Safety**

23490

**Scaffolding**

**Equipment**

**Debris Haul-Off**

**Rebar**

**Grout and Mortar**

20
**VE#~~09~~ Deduct:** **$4,584.00**

21
**VE#~~10~~ Deduct:** **$22,500.00**

*This Proposal is only valid for the 30 days from the above referenced date

Exclusions: All flashing materials, all flashing labor, damp proofing labor and materials, welding ties to steel columns, insulation, suspended ceiling and Taxes unless otherwise noted. General contractor is responsible to supply 220 electricity and water at jobsite. Any scope other than that specifically mentioned in this proposal is also excluded.

VE Item #20 &21

**SOUTH TEXAS PROFESSIONAL PAINTING, LLC**
**P.O. BOX 3607**
**EDINBURG, TEXAS 78540**
**(956) 789-2098**

**DATE:** JULY 16, 2026

**TO:** Ramon Dones

South Texas Professional Painting, LLC has reviewed the proposed Sallyport value-engineering items and provides the following deductive pricing for the affected painting and finish scope.

**VE Item #20 – Remove 1 Sallyport Bay**
Deductive Credit: **($13,500.00)**

**VE Item #21 – Remove Both Sallyport Bays**
Deductive Credit: **($26,500.00)**

VE Item #20 and VE Item #21 are alternate deductive options and are not cumulative. VE Item #21 is provided in lieu of VE Item #20 if both Sallyport bays are removed.

These deductive credits are based on the removal of STPP's affected painting and finish scope only, including applicable CMU block filler / primer / paint, epoxy wall finish / detention wall coating, P-1 ceiling / overhead paint, related surface preparation, protection, and direct painting scope associated with the deleted Sallyport bay area.

These credits do not include deductions for structural, masonry, concrete, roofing, MEP, fire protection, security systems, detention equipment, access control, overhead coiling doors, doors/hardware by others, or other trade scopes not included in STPP's proposal.

TADCO ROOFING & WATERPROOFING

Commercial Roofing Specialists
Rio Grande Valley Office: 902 E Owassa Rd Edinburg, TX 78542
Tel: 956.961.4736 Fax: 956.961.4737
Houston Office: 4553 Brittmoore Rd Houston, TX 77041
Tel: 281.401.1123

**Bid Date:** July 20, 2026

**VE Item #20 &21**

**Project:** City of Brownsville – Public Safety Complex
**Location:** 1400 FM 511, Brownsville, TX 78520
**Bid Package:** Proposal Item 7.01 – Roofing

Provide all labor, equipment, and materials to install the following.

## Scope of Work

### Complete Roofing System – Per Plans and Specifications

**Roofing System: 074113 Metal Roof Panels ; 075416 Ketone Ethylene Ester (KEE) Roofing ; 076200 Sheet Metal Flashing and Trim (Formed Metal)**

- Furnish and install complete roofing system per Contract Documents and specifications.
- Install all insulation, cover boards, and membrane system as specified.
- Provide fully adhered as required by plans and specifications.
- Flash all parapet walls, curbs, roof drains, penetrations, and expansion joints.
- Install all sheet metal flashing and trim including edge metal, copings, counter flashings, and reglets.
- Provide and install all accessories, fasteners, and sealants required for a complete watertight system.
- Coordinate with structural, mechanical, plumbing, and electrical trades for proper integration.
- Furnish and install metal roof panels over parking canopy
- Provide submittals, shop drawings per contract requirements.
- Comply with all Division 00 and Division 01 requirements, OSHA standards, and certified payroll (Davis-Bacon Wage Rates).

## Base Proposal – Item 7.01 Roofing: $ 1,813,540.00

**Add – Performance & Payment Bond: $ 36,270.80**

***(Tax Exempt | Davis-Bacon Wage Rates – Certified Payroll Required)***

## Alternates:

- **Alternate 01 – Provide Additional Row of Parking Canopy:** DEDUCT $ 77,715.00
- **Alternate 03 – Vehicle Storage Canopy at West Parking Area:** ADD $ 40,000.00
- **VE Option – Remove Tapered Insulation System (Sloped Structure):** DEDUCT $ 281,650.00
- **VE Option – Item #9 – Remove 1 Sallyport Bay:** DEDUCT $ 12,000.00
- **VE Option – Item #10 – Remove Both Sallyport Bays:** DEDUCT $ 30,220.00

## Exclusions:

Performance & Payment Bond (listed separately above), Night Work or Overtime, Painting, Pipe Supports, Rough Carpentry, Joint Sealants (other than roof-related), Mock-Ups, Metal Wall Panels, Roof Access Scaffolding, Insulated Panels, Pre-Fabricated Canopies, Prefinished Composite Metal Panels, HVAC Work, Electrical Work, Plumbing, Wood Blocking (unless specifically noted), Sheet Metal Not Related to Roofing, Engineering Services, Testing and Cost for Retesting, Splash Blocks, Interior Roof Protection, Temporary Roofing, Crane Services for Owner's Equipment, Fireproofing or Firestopping, Lightning Protection, Drainage Modifications Beyond Scope, Security or Safety Measures Beyond Standard OSHA Requirements.

**Jonathan Rodarte**
Director of Estimating
(956) 601-8286
jrodarte@tadcoroofing.com

TADCO ROOFING & WATERPROOFING

Commercial Roofing Specialists
Rio Grande Valley Office: 902 E Owassa Rd Edinburg, TX 78542
Tel: 956.961.4736 Fax: 956.961.4737
Houston Office: 4553 Brittmoore Rd Houston, TX 77041
Tel: 281.401.1123

**Bid Date:** July 20, 2026

**VE Item #20 &21**

**Project:** City of Brownsville – Public Safety Complex
**Location:** 1400 FM 511, Brownsville, TX 78520
**Bid Package:** Proposal Item 7.02 – Exterior Metal Panels, Alum. Composite Panels and Stone Panels

Provide all labor, equipment, and materials to install the following.

## Scope of Work

### Included Specifications (per Exhibit A):

- Section 04 42 00 – Stone Cladding Panels
- Section 07 41 13 – Metal Roof Panels
- Section 07 42 13 – Metal Wall Panels
- Section 07 42 13.23 – Metal Composite Wall Panels
- Section 07 48 00 – Rainscreen Attachment System
- Furnish and install pre-finished metal wall panels per Sheet A-3.1.
- Furnish and install exterior metal panels including all soffit panels.
- Furnish and install exterior aluminum composite panels including all clips, fasteners, and hardware.
- Furnish and install exterior stone cladding panels including all clips, fasteners, and anchorage systems.
- Install rainscreen attachment system as required to support exterior panel systems.
- Coordinate with other building envelope trades for proper integration and weathertightness.
- Provide submittals, shop drawings, product data, samples, and finish selections per contract requirements.
- Provide mockups for review and approval prior to production as required per Section 01 40 00.
- Comply with all Division 00 and Division 01 requirements, OSHA standards, and certified payroll (Davis-Bacon Wage Rates).

**Base Proposal – Item 7.02 Exterior Panels:**

**Exterior Metal Panels (Includes Soffit Panels): $ 822,240.00**

**Exterior Alum. Composite Panels: $ 484,425.00**

**Exterior Stone Panels: $ 411,530.00**

**Add – Performance & Payment Bond: $ 34,363.90**

**Add – Testing & Mockups: $ 25,000.00**

***(Tax Exempt | Davis-Bacon Wage Rates – Certified Payroll Required)***

## Alternates:

- **VE Option – Item #9 – Remove 1 Sallyport Bay:** DEDUCT $ 2,014.00
- **VE Option – Item #10 – Remove Both Sallyport Bays:** DEDUCT $ 5,035.00

## Exclusions:

### Specific Exclusions (per Exhibit A):

- Division 07 27 26 – Fluid Applied Vapor Barrier
- Division 07 62 00 – Sheet Metal Flashing and Trim
- Division 07 81 00 – Applied Fire Protection
- Division 07 84 46 – Fire Resistive Joint Systems
- Division 07 92 00 – Joint Sealants
- Any work outside of the scope listed above or Plans and Specifications.

### General Exclusions:

Night Work or Overtime, Painting, Pipe Supports, Rough Carpentry, Roof Access Scaffolding, Insulated Panels, Pre-Fabricated Canopies, HVAC Work, Electrical Work, Plumbing, Wood Blocking (unless specifically noted), Roofing, Sheet Metal Not Related to Panel Systems, Engineering Services, Testing and Cost for Retesting (unless noted above), Splash Blocks, Temporary Roofing, Crane Services for Owner's Equipment, Fireproofing or Firestopping, Lightning Protection, Security or Safety Measures Beyond Standard OSHA Requirements.

**Jonathan Rodarte**
Director of Estimating
(956) 601-8286
jrodarte@tadcoroofing.com

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Local Office
17750 Lookout Road, Suite 395
Schertz, TX 78154
Office: (210) 536-3714

DCS Door Control Services A DHPACE Company

DHPaceTexas.com * DoorControlServices.com

**VE Item #20 &21**

# PROPOSAL: 2026-200 VE

*Overhead Doors • Entry Doors • Automatic Door Systems • Dock Equipment • Preventive Maintenance*

| BUYER (and billing address if different from site): | PROJECT (site address): |
|---|---|
| ***Customer: General Contractor*** | ***Project: City of Brownsville Public Safety*** |
| ***Address:*** | ***Address: 1400 FM 511*** |
| ***City, State, Zip:*** | ***City, State, Zip: Brownsville, TX. 78526*** |

| Addendums Acknowledged: | Drawings Dated: | Specifications Dated: | DATE: 07/22/2026 | |
|---|---|---|---|---|
| **Submitted By:** | ***Jim McNabb*** | *Commercial Sales* | *(210) 381-2792* | *Jim.mcnabb@dhpace.com* |
| **Submitted To:** | ***Estimator*** | | *Phone:* | **Net Price** |

**FURNISH & INSTALL:**

**3 – 8 x 10 ESD20W by Cornell**
**7 – 12 x 12 ESD20W by Cornell**
**2 – 6 x 10 ESD20W by Cornell**
**1 – 6 x 10 ERD20 by Cornell Rated**

**GRAND TOTAL $254,016.00**

**Deduct per Sally Port Door -subtract per door $22,600.00**

## CLARIFICATIONS & EXCLUSIONS

- Tax is NOT Included on material.
- All opening & structural preparation, including framing and finishes, and field painting by others.
- Factory wired operators, controls, to be furnished and set-in place by DH Pace. All conduit, raceways, disconnects, electrical boxes, wiring, and connections by Electrical and/or Fire Alarm Contractor.

Pricing assumes reasonable access will be provided. Other trades and finishes will be coordinated by customer as to not interfere with installation and testing.

**ADDENDUM D**

- Costs are currently rising at sudden and unpredictable rates. This Agreement is based on current pricing from Seller's suppliers and includes all price increases and surcharges levied by those suppliers and known by Seller as of the date Seller executed this Agreement. Seller reserves the right to require an approved change order before the order is released into production to compensate for any supplier price increases or surcharges announced after Seller's execution of this Agreement and prior to the Seller's release of materials for production. Seller will provide written documentation of any Supplier notices of cost increase, upon request. If Buyer rejects or does not timely approve the change order request to maintain the job schedule, Buyer and/or Seller may terminate the affected part of this Agreement for convenience, in writing, with ten business day notice following Buyer's rejection of, or failure to approve, the change order. If terminated, Buyer shall pay Seller for all costs incurred in performance of the contract, plus a prorated percentage of the Seller's profits based on the percent of completion, up to the date of termination
- Manufacturer's standard warranties apply. Warranties other than manufacturer's standard specifically excluded.


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NOBLE

**VE Item #23**

## City of Brownsville Public Safety

**Project No.**

VE #

23 Remove Mondo Flooring & replace with Rubber Gym Mats

| Item Code | Title | Estimated Quantity | Unit | Unit Price | Total |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| Add | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| Deduct | | | | | 0.00 |
| | MONDO FLOORING | (1.00) | ls | 14,000.00 | (14,000.00) |
| | | | ls | | 0.00 |
| | | | ls | | 0.00 |
| | | | ls | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | Subtotal Cost of Work | | | Deduct | (14,000.00) |

NEED 18MM THICK PRODUCT

## Armando Salazar

**From:** Vicente Garza <vgarza@IntertechFlooring.com>
**Sent:** Tuesday, July 14, 2026 2:10 AM
**To:** Ramon Dones; Armando Salazar
**Cc:** Rosalinda Almazan; Rosalia Villegas
**Subject:** COB Public Safety Building VE
**Attachments:** City of Brownsville Public Safety Building 100 % CD Proposal REVISED 7-13-26.docx

**Follow Up Flag:** Follow up
**Flag Status:** Flagged

Ramon,

Below are some additional VE options.

1. Change Polished Concrete to Sealed Concrete Deduct $40,000.00
2. Use waterproofing and crack membrane on restroom floors and wet walls only. Deduct $25,143.00
3. Change CT-1 & CT-2 tile sizes from 24"X48" to 12"X24": Deduct $21,000.00
4. Change Mondo Flooring to Tarkett or Equal Rubber Flooring: Deduct $14,000.00

Thank you,

Vicente Garza

Intertech COMMERCIAL FLOORING EXPERIENCE THE INTERTECH ADVANTAGE.

**Vicente Garza**
Vice President of Operations RGV

**o** (956 )584-3592 **c** (956)605-2773
**e** vgarza@intertechflooring.com | **w** intertechflooring.com
1301 Business Park Drive Suite: D Mission, Texas 78572

NOBLE

**VE Item #24**

## City of Brownsville Public Safety

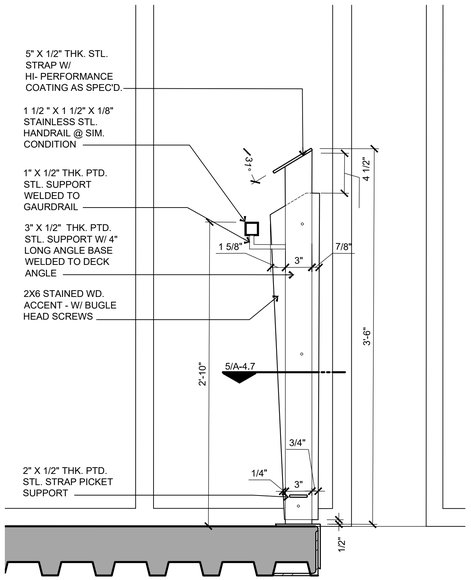
**Project No.**

**VE #**

**24** Pan Filled stairs in lieu of Terrazzo Steps

| Item Code | Title | Estimated Quantity | Unit | Unit Price | Total | Notes |
|---|---|---|---|---|---|---|
| | | | | | | |
| | | | | | | |
| Add | | | | | 0.00 | |
| | STEEL PAN STEPS | 1.00 | ls | 16,000.00 | 16,000.00 | J&N |
| | CONC. FOR PANS STEPS | 0.00 | ls | 0.00 | 0.00 | |
| | #1227 | 1.00 | | 3,062.00 | 3,062.00 | GOLDEN |
| | #1153 | 0.00 | | 3,855.00 | 0.00 | GOLDEN |
| | #1110 | 0.00 | | 4,083.00 | 0.00 | GOLDEN |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| Deduct | | | | | 0.00 | |
| | Terazzo Steps | 0.00 | ls | | 0.00 | INTERTECH |
| | #1227 | (1.00) | ls | 38,862.00 | (38,862.00) | INTERTECH |
| | #1153 | 0.00 | ls | 49,758.00 | 0.00 | INTERTECH |
| | #1110 | 0.00 | ls | 51,798.00 | 0.00 | INTERTECH |
| | | | ls | | 0.00 | |
| | | | ls | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | Subtotal Cost of Work | | | Deduct | (19,800.00) | |
| | | | | | | |

**VE Item #24**




4 HANDRAIL DETAILS
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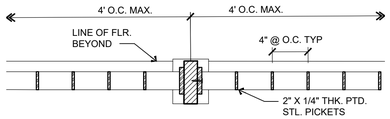


5 HANDRAIL SECTION
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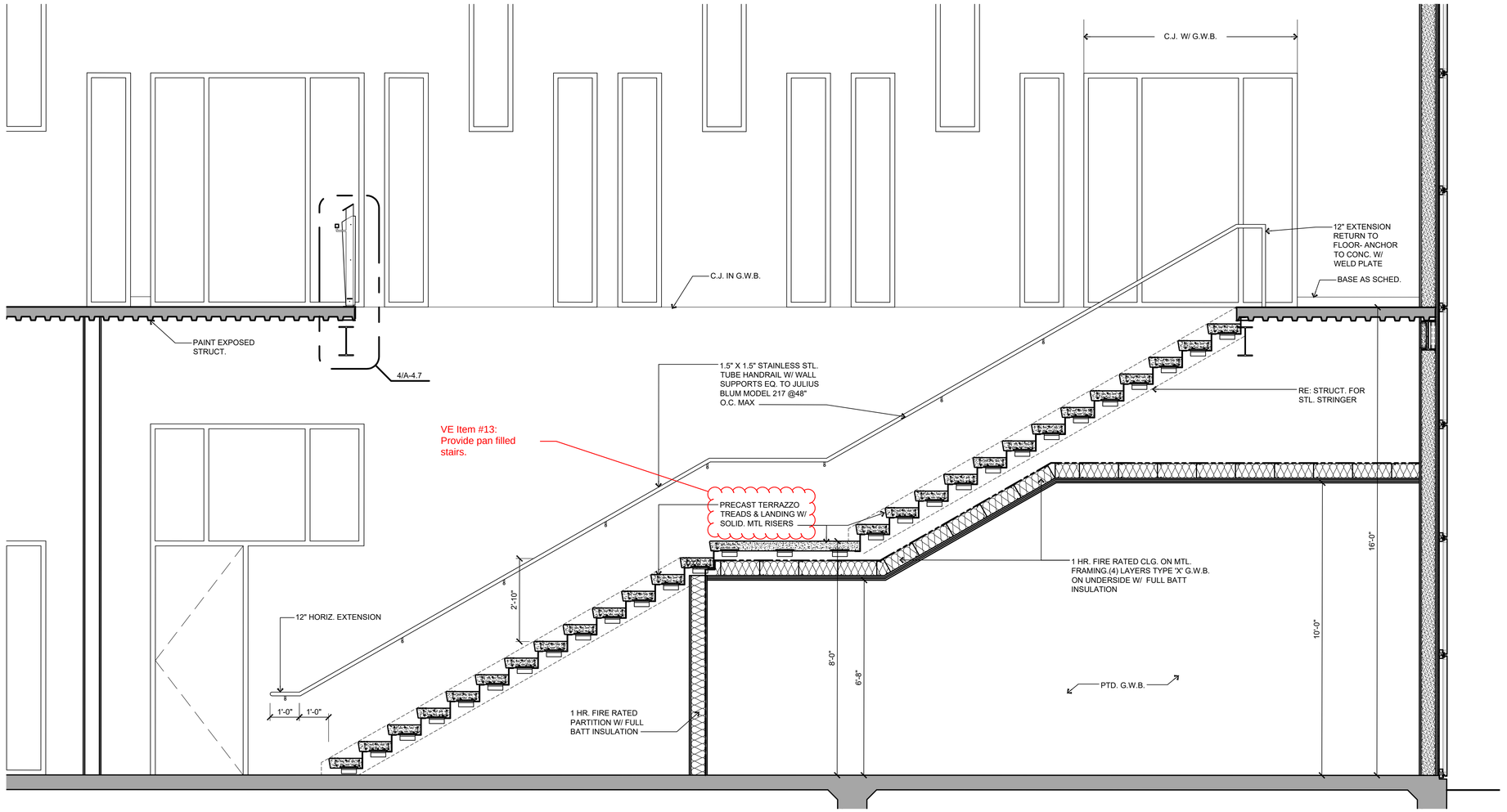
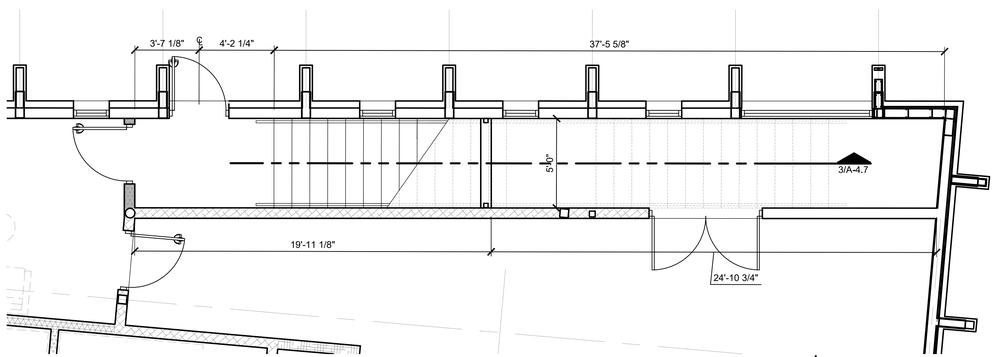
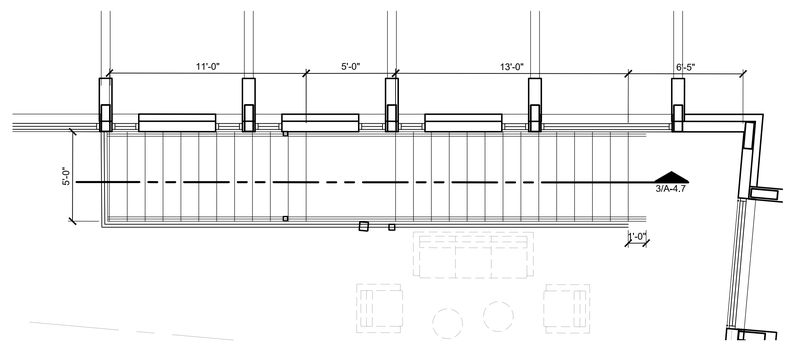



3 STAIR 1227
Scale: 1/2" = 1'-0"




2 STAIR 1227 - LOWER
Scale: 1/4" = 1'-0"




1 STAIR 1227 - UPPER
Scale: 1/4" = 1'-0"



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TX 78550
956.428.1779

REGISTERED ARCHITECT
JESSE ALAN MILLER
26888
STATE OF TEXAS

5/15/2026

CITY OF BROWNSVILLE PUBLIC SAFETY COMPLEX

BID PKG. 2

F.M. 511
BROWNSVILLE, TX 78520

REVISIONS

| NUMBER | DATE |
|---|---|

ARCH PROJ. #
2501

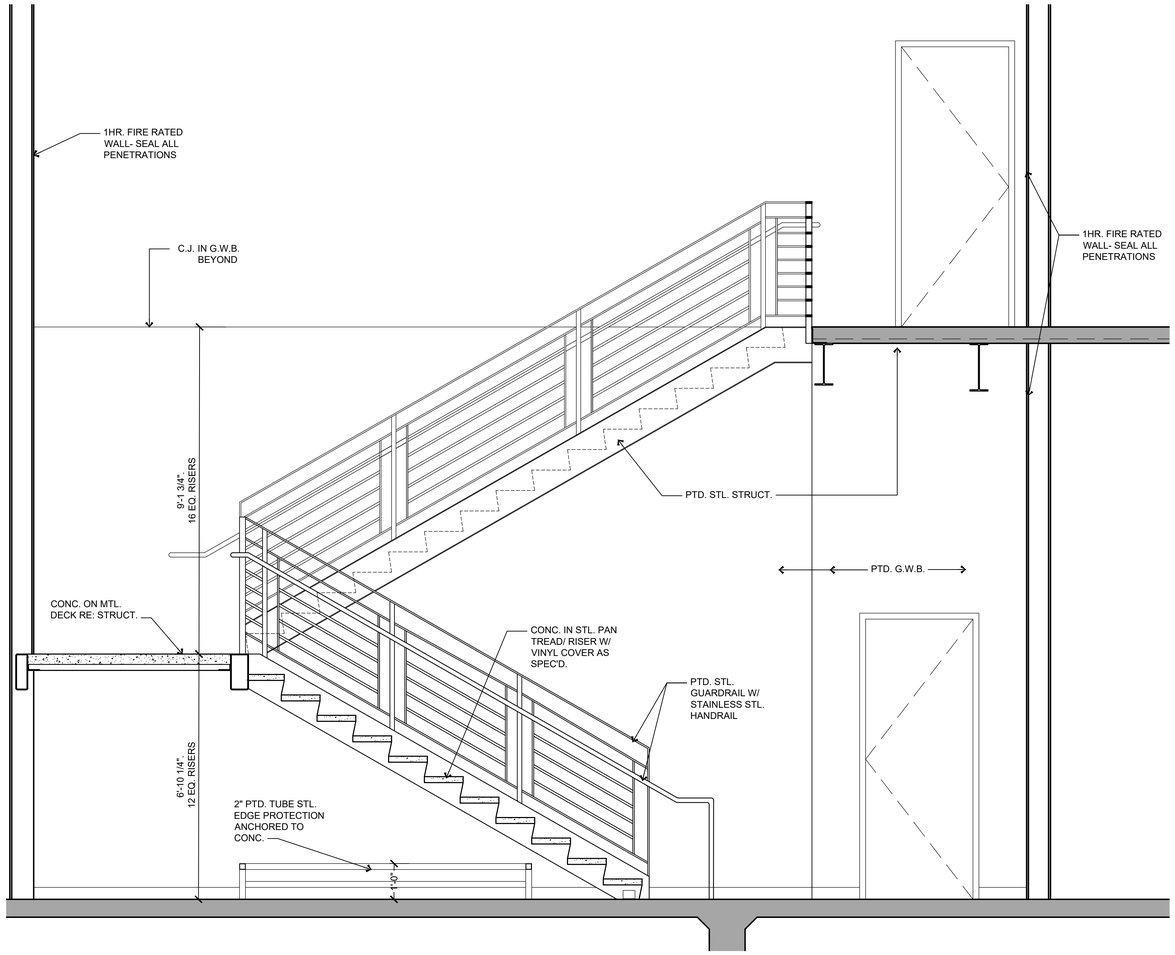
DATE
MARCH 15, 2026

SHEET TITLE AND NO.
STAIR SECTIONS

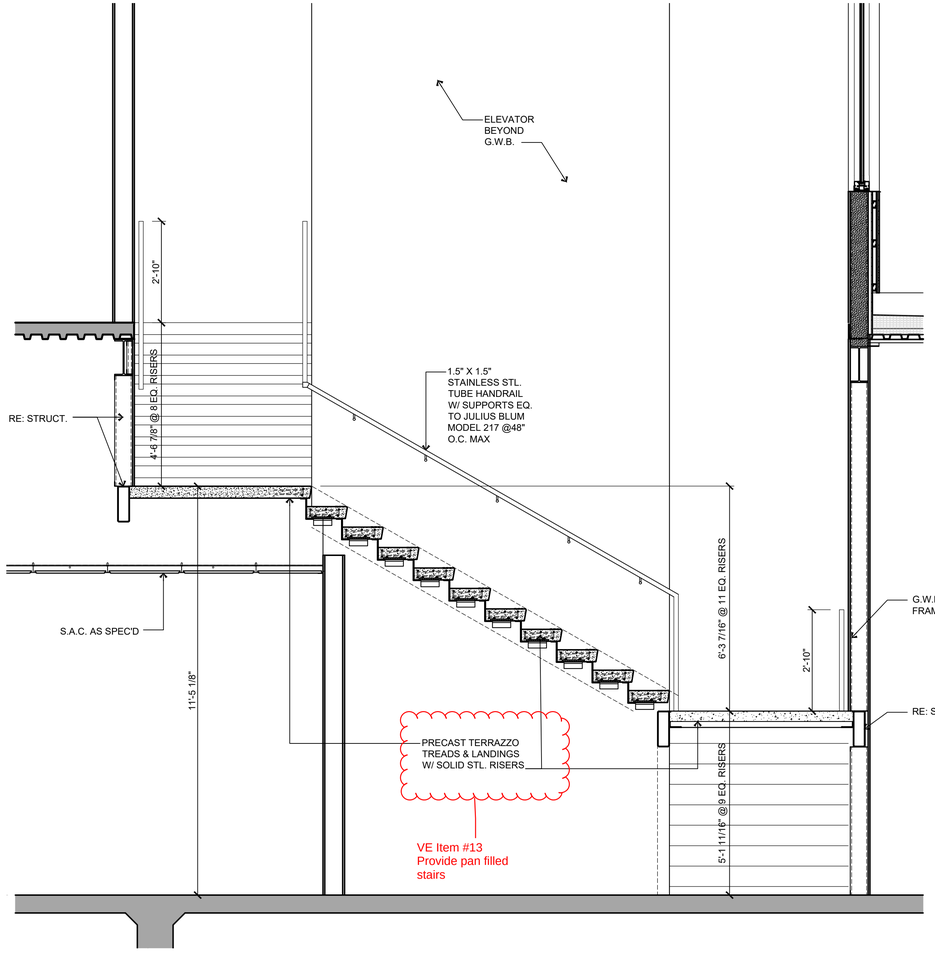
PRICING SET

A-4.7

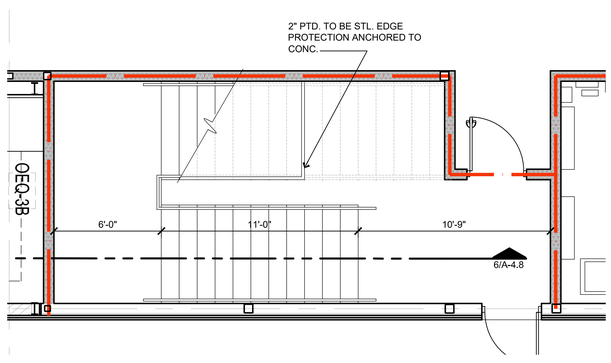
VE Item #24




6 STAIR 1218
Scale: 1/2" = 1'-0"




5 STAIR 1110
Scale: 1/2" = 1'-0"




4 STAIR 1218 - LOWER
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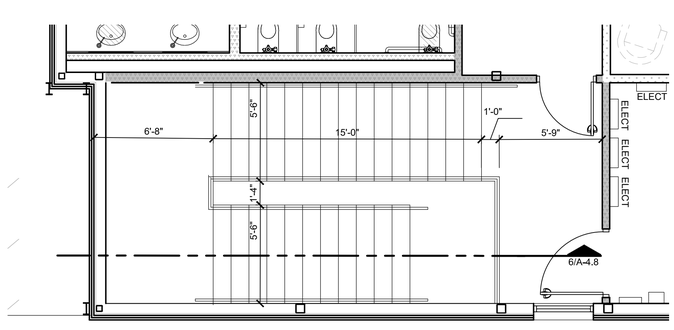


3 STAIR 1218 - UPPER
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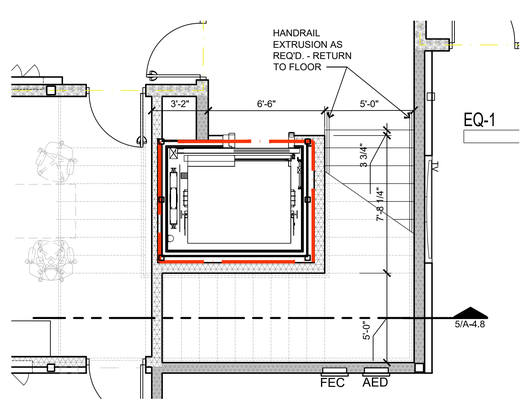
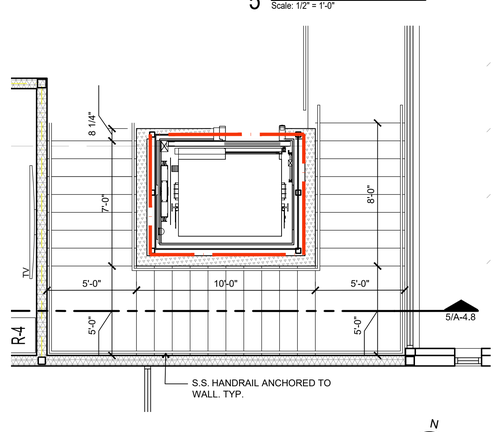



2 STAIR 1110 - LOWER
Scale: 1/4" = 1'-0"




1 STAIR 1110 - UPPER
Scale: 1/4" = 1'-0"

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TX 78550
956.428.1779

REGISTERED ARCHITECT
JESSE ALAN MILLER
26888
STATE OF TEXAS

5/15/2026

CITY OF BROWNSVILLE PUBLIC SAFETY COMPLEX

BID PKG. 2

FM. 511
BROWNSVILLE, TX 78520

REVISIONS

| NUMBER | DATE |
|---|---|

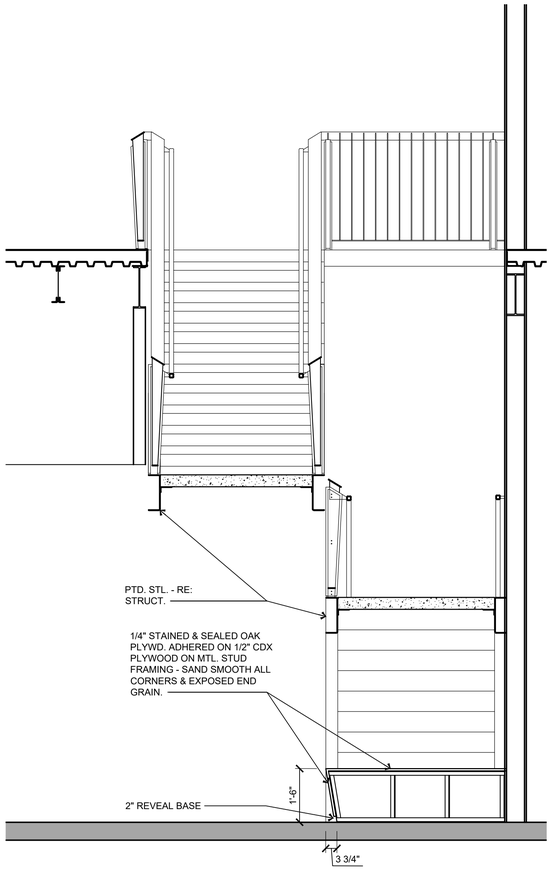
ARCH PROJ. #
2501

DATE
MARCH 15, 2026

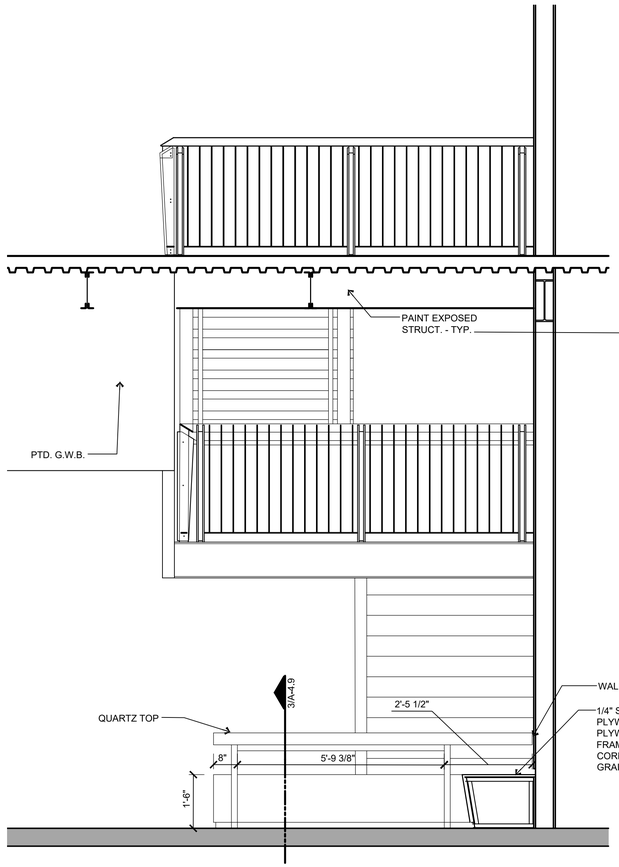
SHEET TITLE AND NO.
STAIR SECTIONS

PRICING SET

A-4.8




5 STAIR 1153
Scale: 1/2" = 1'-0"




4 STAIR 1153
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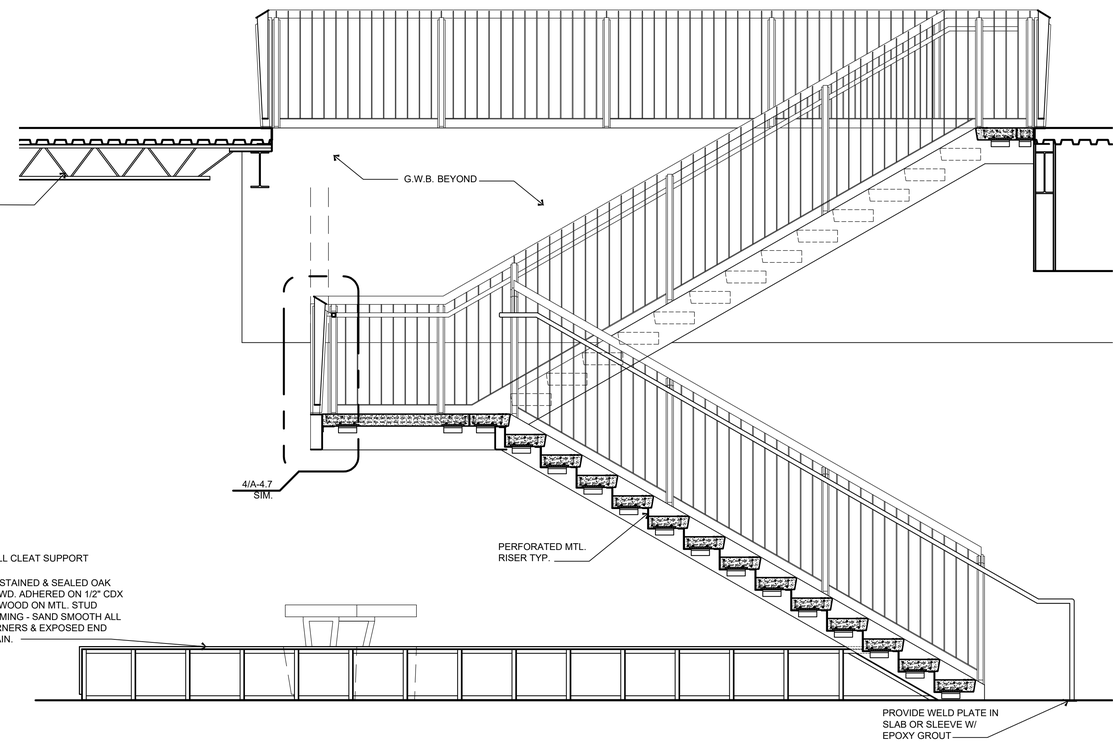


3 STAIR 1153
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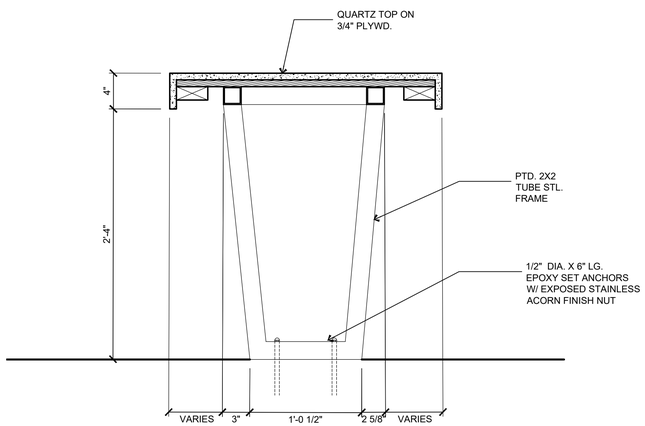
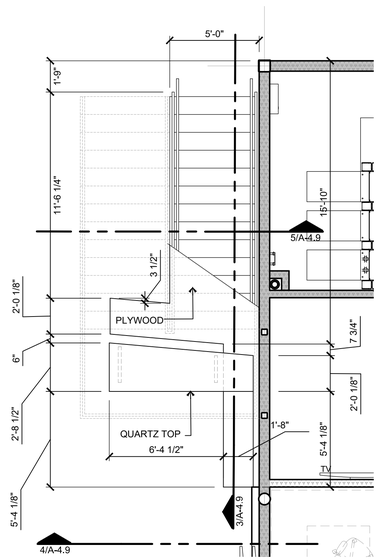



3 BENCH DETAIL
Scale: 1 1/2" = 1'-0"




2 STAIR 1153 - LOWER
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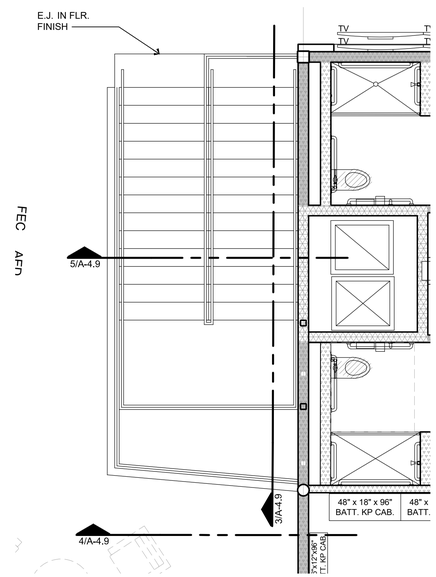


1 STAIR 1153 - UPPER
Scale: 1/4" = 1'-0"

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HARLINGEN
TX 78550
956.428.1779

REGISTERED ARCHITECT
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26888
STATE OF TEXAS

5/15/2026

CITY OF BROWNSVILLE PUBLIC SAFETY COMPLEX

BID PKG. 2

F.M. 511
BROWNSVILLE, TX 78520

REVISIONS
NUMBER DATE

ARCH PROJ. #
2501

DATE
MARCH 15, 2026

SHEET TITLE AND NO.
STAIR SECTIONS

A-4.9

PRICING SET

## Ramon Dones

**From:** Vicente Garza <vgarza@IntertechFlooring.com>
**Sent:** Friday, July 31, 2026 1:28 AM
**To:** Ramon Dones; Armando Salazar
**Cc:** Rosalinda Almazan; Rosalia Villegas
**Subject:** Re: COB Public Safety Building VE

Ramon,

I figured the estimated cost per stair. Unit pricing may increase if we lower the amount needed. Shipping cost can also change this breakdown. Let me know if this works.

Stair #1227-27 steps
$38,862.00

Stair #1153- 34 steps
$49,758.00

Stair #1110-36 steps
$51,798.00

Thank you,

Vicente Garza

Intertech COMMERCIAL FLOORING EXPERIENCE THE INTERTECH ADVANTAGE.

**Vicente Garza**
Vice President of Operations RGV

**o** (956 )584-3592 **c** (956)605-2773
**e** vgarza@intertechflooring.com | **w** intertechflooring.com
1301 Business Park Drive Suite: D Mission, Texas 78572

---

**From:** Ramon Dones <ramon.dones@nobletx.com>
**Sent:** Thursday, July 30, 2026 3:49 PM
**To:** Vicente Garza <vgarza@IntertechFlooring.com>; Armando Salazar <armando.salazar@nobletx.com>
**Cc:** Rosalinda Almazan <Ralmazan@intertechflooring.com>; Rosalia Villegas <rvillegas@intertechflooring.com>
**Subject:** RE: COB Public Safety Building VE

Vicente,
Can you please provide us with the breakdown for terrazzo steps at each stair location?

**VE Item #24**

| DESCRIPTION | QTY | RATE | AMOUNT |
|---|---|---|---|

(Sheet A 4.7) 5,500.00
Scope:
- Pan filled stairs

Included:
- Labor
- Material
- Equipment

(Sheet A 4.8) 5,500.00
Scope:
- Pan filled stairs

Included:
- Labor
- Material
- Equipment

Accepted By Accepted Date

Exclusions: Permits/fees/bonds, testing dewatering, lime stabilization, masonry dowel caps, barricades, safety cables, grouting, waterproofing, demolition work, survey, and layout building corners.

NOBLE

**VE Item #25**

## City of Brownsville Public Safety

### Project No.

VE #

25 Use Painted Steel in lieu of Stainless steel for handrail at stairs

| Item Code | Title | Estimated Quantity | Unit | Unit Price | Total |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| Add | | | | | 0.00 |
| | | | | | 0.00 |
| | Standard Painted Wall HandRails (1227) | 1.00 | | 8,000.00 | 8,000.00 |
| | Standard Painted Wall HandRails (1110) | 1.00 | | 4,000.00 | 4,000.00 |
| | Standard Painted Wall HandRails (1153) | 1.00 | | 4,000.00 | 4,000.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| Deduct | | | | | 0.00 |
| | Stairs (1227,1110,1153) | (1.00) | ls | 40,046.00 | (40,046.00) |
| | | | ls | | 0.00 |
| | | | ls | | 0.00 |
| | | | ls | | 0.00 |
| | | | ls | | 0.00 |
| | | | ls | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | Subtotal Cost of Work | | | Deduct | (24,046.00) |

| Item No | Description | Qty | Unit | Price |
|---|---|---|---|---|

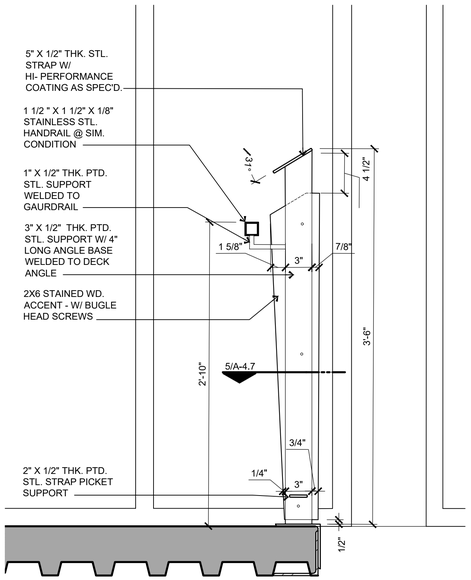
JN
VE #25
Stair # 1227 using standard painted wall rails $8,000.00
Stair #1110 using standard painted wall rails $4,000.00
Stair #1153 using standard wall hand rails $4,000.00

**Stainless Steel Handrail**

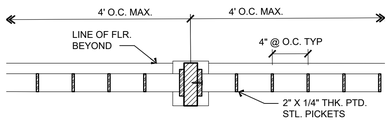
Reference Pages A-4.7, A-4.8 & A-4.9:
- Stairs 1227, 1110, and 1153 included.
- 1.5" sq. tube stainless steel handrail w/brackets included.
- Approximately 378 linear feet of handrail.
- Finish: Brushed Circumferential #4 Satin.
- STEEL GUARDRAIL IS NOT INCLUDED IN THIS PROPOSAL.
- NOTICE: THIS SYSTEM IS MADE UP OF STAINLESS STEEL CAST SPLICES, ELBOWS, AND ANGLES. THIS IS NOT A WELDED SYSTEM.

| | | | | |
|---|---|---|---|---|
| 6 | Stainless Steel Handrail | 1 | | $40,046.00 |

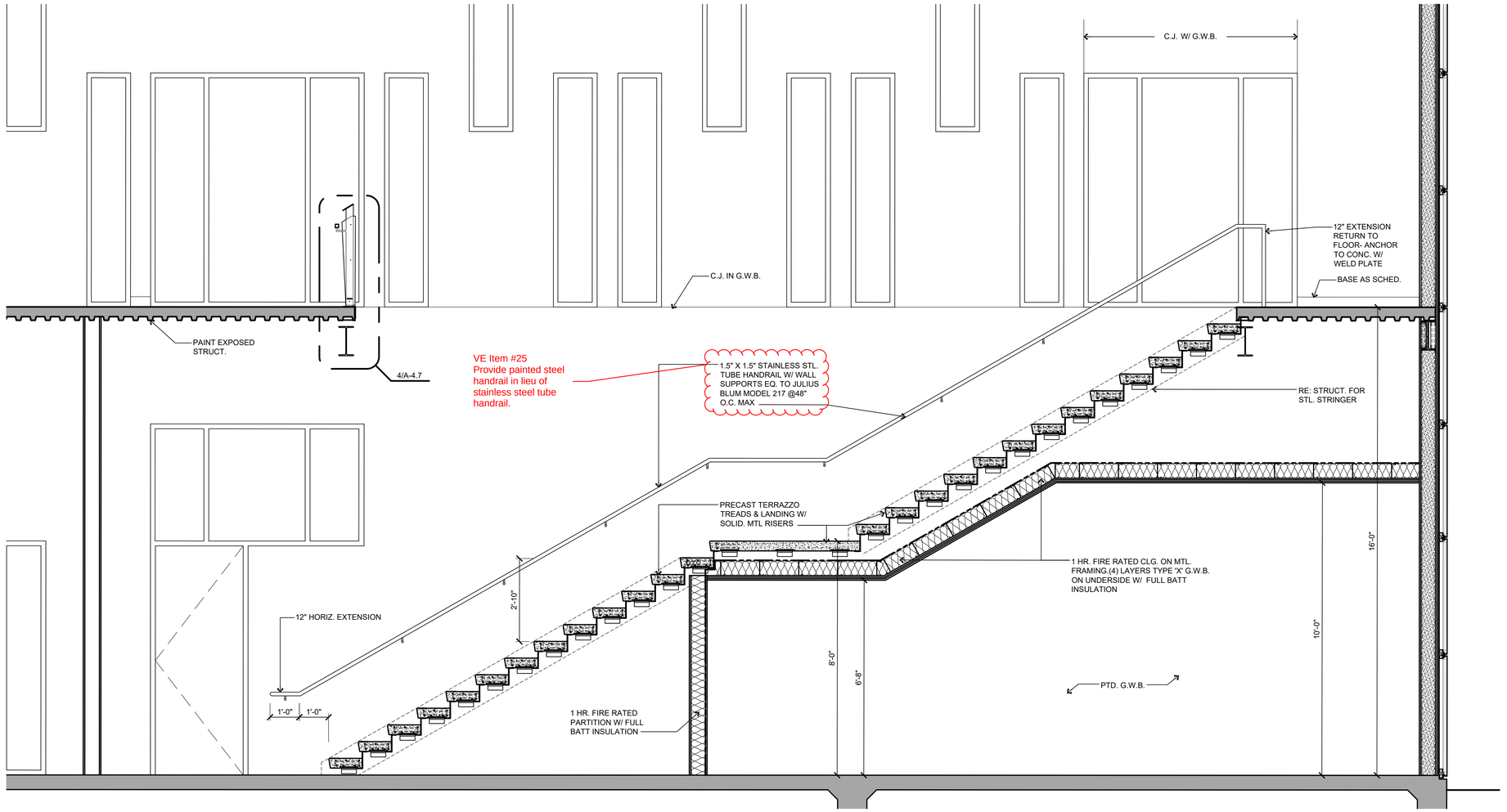
**VE Item #25**



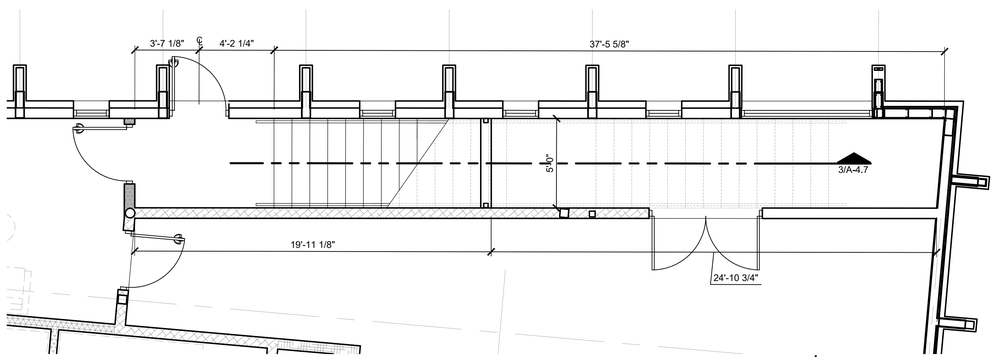

4 HANDRAIL DETAILS
Scale: 1-1/2" = 1'-0"



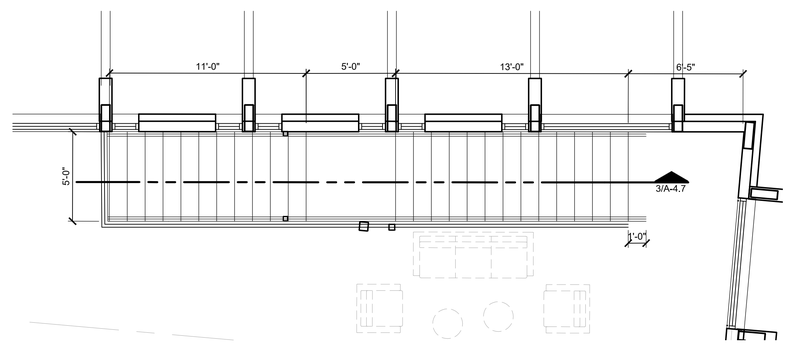

5 HANDRAIL SECTION
Scale: 1-1/2" = 1'-0"




3 STAIR 1227
Scale: 1/2" = 1'-0"




2 STAIR 1227 - LOWER
Scale: 1/4" = 1'-0"




1 STAIR 1227 - UPPER
Scale: 1/4" = 1'-0"



megamorphosis
324 W VAN BUREN
HARLINGEN
TX 78550
956.428.1779

REGISTERED ARCHITECT
JESSE ALAN MILLER
26888
STATE OF TEXAS

5/15/2026

CITY OF BROWNSVILLE PUBLIC SAFETY COMPLEX

BID PKG. 2

F.M. 511
BROWNSVILLE, TX 78520

REVISIONS

| NUMBER | DATE |
|---|---|

ARCH PROJ. #
2501

DATE
MARCH 15, 2026

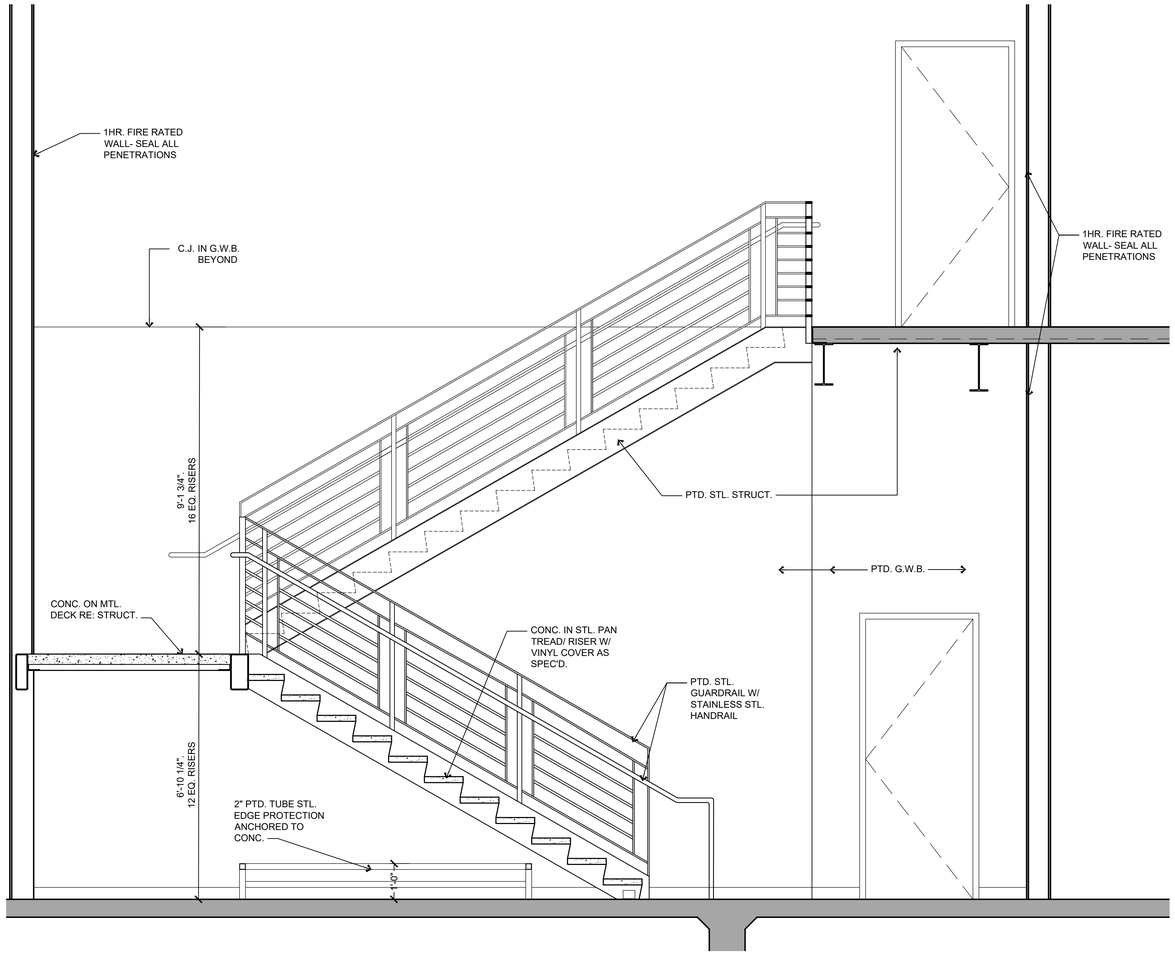
SHEET TITLE AND NO.
STAIR SECTIONS

PRICING SET

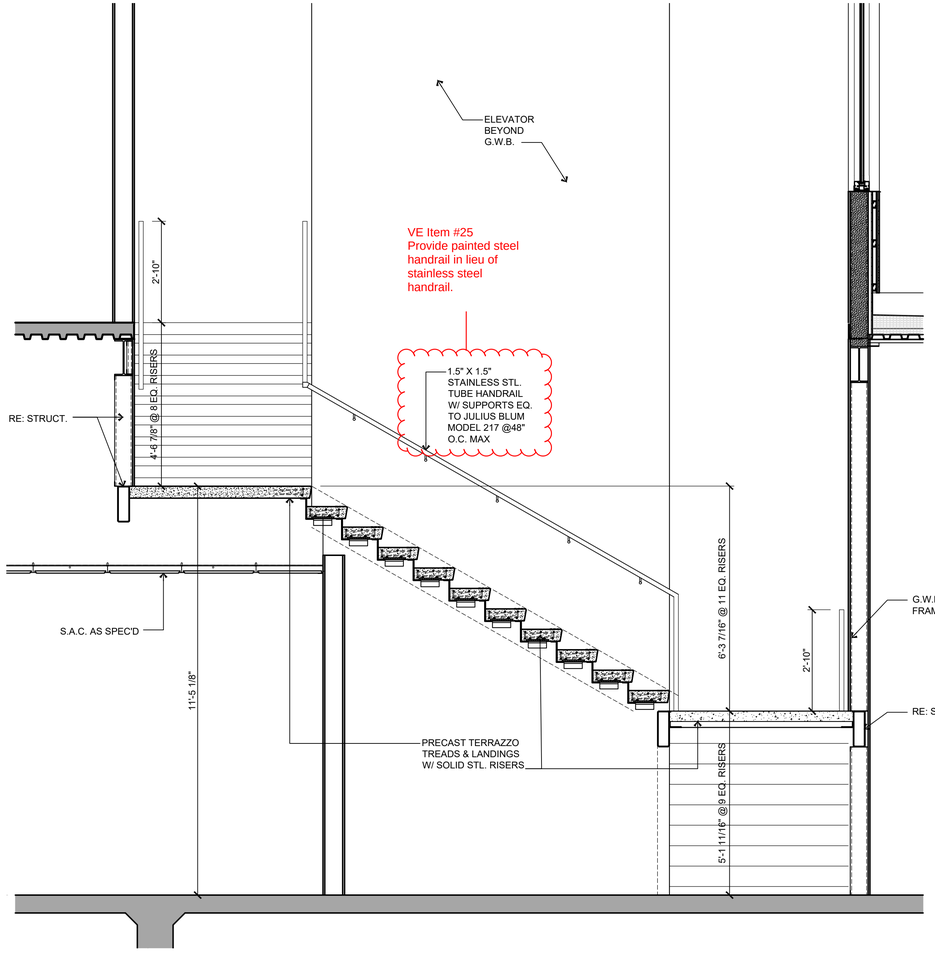
A-4.7

megamorphosis
324 W VAN BUREN
HARLINGEN
TX 78550
956.428.1779

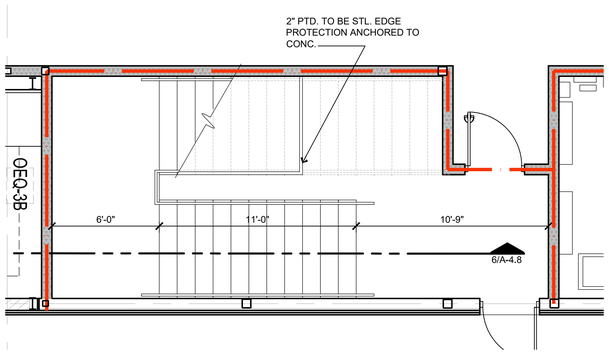
**VE Item #25**



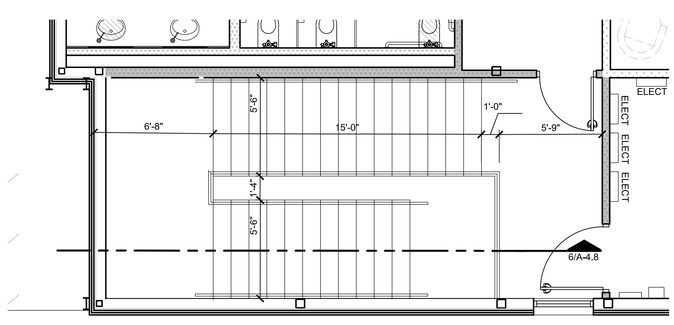

6 STAIR 1218
Scale: 1/2" = 1'-0"



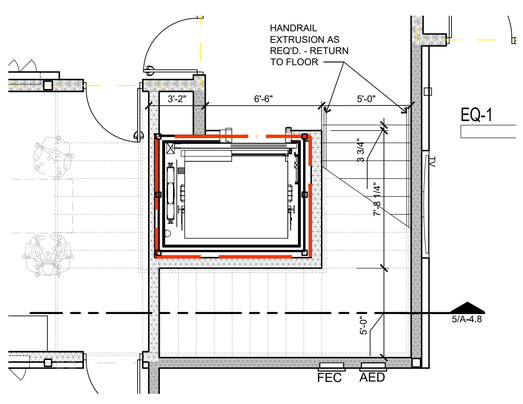

5 STAIR 1110
Scale: 1/2" = 1'-0"



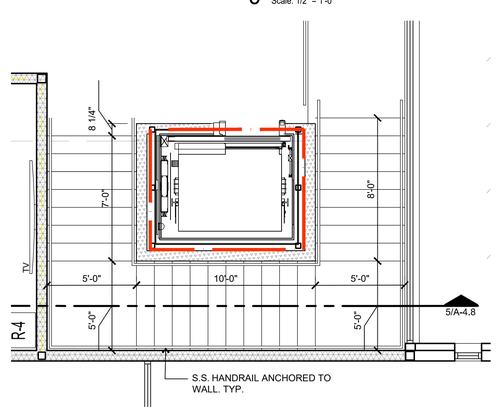

4 STAIR 1218 - LOWER
Scale: 1/4" = 1'-0"




3 STAIR 1218 - UPPER
Scale: 1/4" = 1'-0"




2 STAIR 1110 - LOWER
Scale: 1/4" = 1'-0"




1 STAIR 1110 - UPPER
Scale: 1/4" = 1'-0"

N NORTH



5/15/2026

CITY OF BROWNSVILLE PUBLIC SAFETY COMPLEX

BID PKG. 2

F M . 5 1 1
BROWNSVILLE, TX 78520

REVISIONS

| NUMBER | DATE |
|---|---|

ARCH PROJ. #
2501

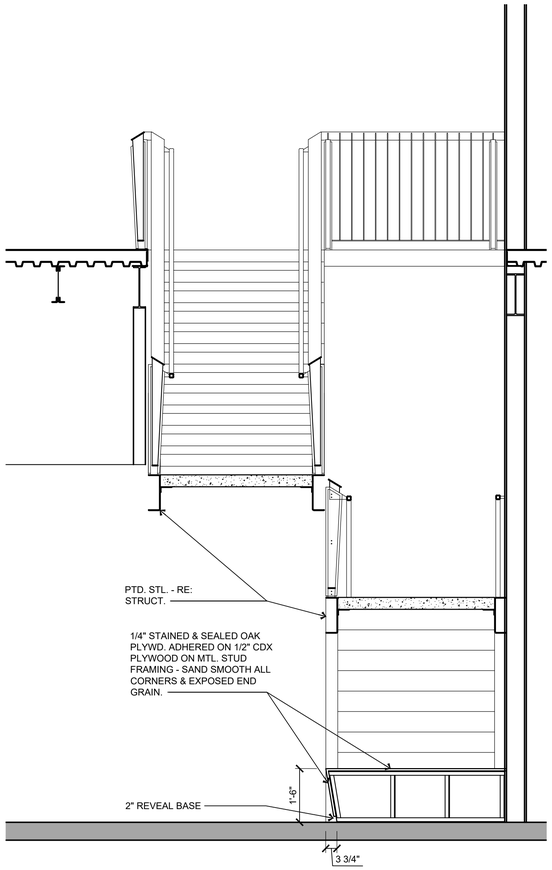
DATE
MARCH 15, 2026

SHEET TITLE AND NO.
STAIR SECTIONS

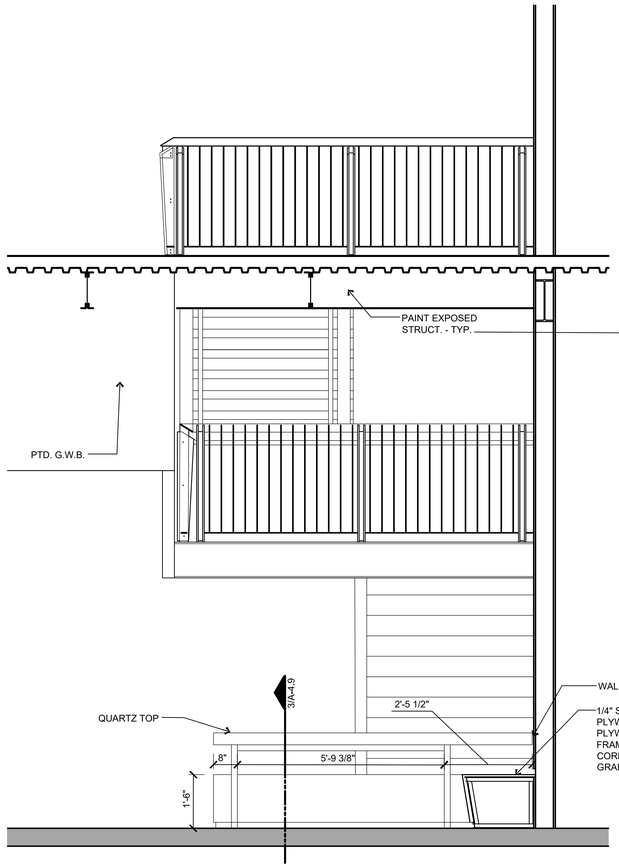
PRICING SET

A-4.8

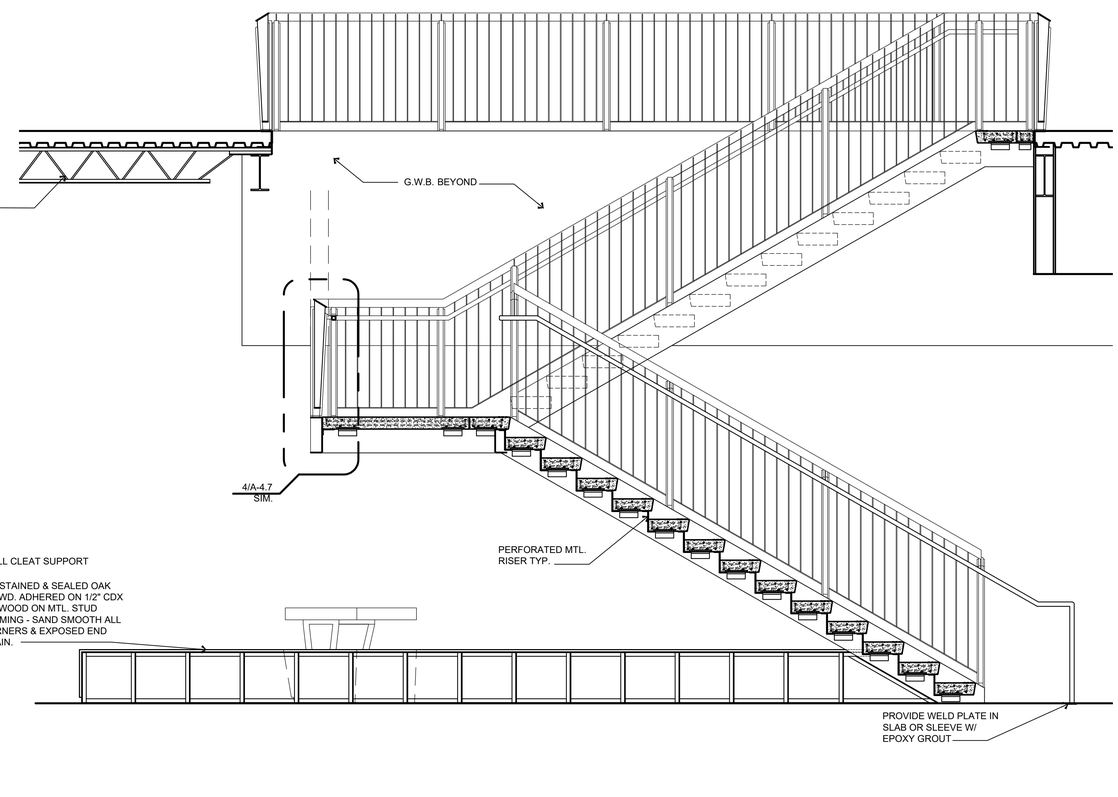
**VE Item #25**



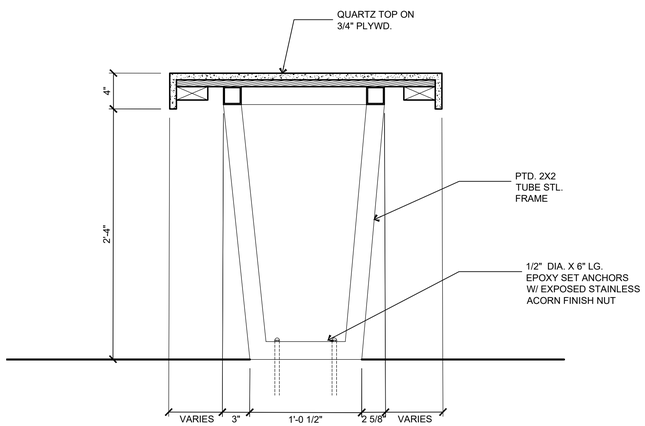

5 STAIR 1153
Scale: 1/2" = 1'-0"



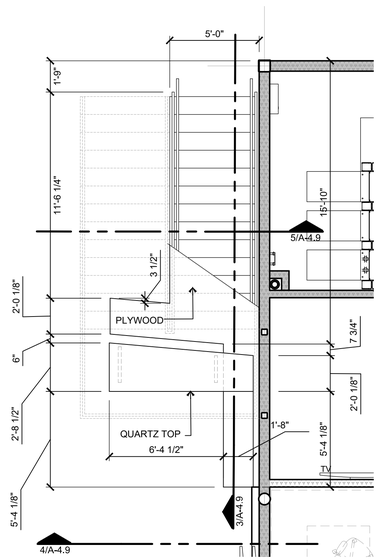

4 STAIR 1153
Scale: 1/2" = 1'-0"



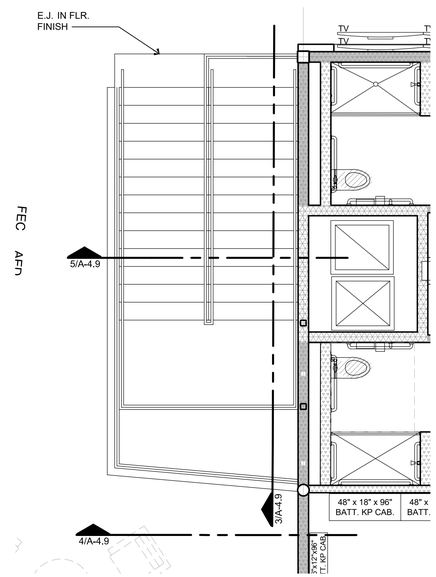

3 STAIR 1153
Scale: 1/2" = 1'-0"




3 BENCH DETAIL
Scale: 1 1/2" = 1'-0"




2 STAIR 1153 - LOWER
Scale: 1/4" = 1'-0"




1 STAIR 1153 - UPPER
Scale: 1/4" = 1'-0"

megamorphosis
324 W VAN BUREN
HARLINGEN
TX 78550
956.428.1779

REGISTERED ARCHITECT
JESSE ALAN MILLER
26888
STATE OF TEXAS

5/15/2026

CITY OF BROWNSVILLE PUBLIC SAFETY COMPLEX

BID PKG. 2

F.M. 511
BROWNSVILLE, TX 78520

REVISIONS
NUMBER DATE

ARCH PROJ. #
2501

DATE
MARCH 15, 2026

SHEET TITLE AND NO.
STAIR SECTIONS

A-4.9

PRICING SET

NOBLE

**VE Item #26**

## City of Brownsville Public Safety

**Project No.**

**VE #**

**26** **Waterproofing & Crack Membrane on Restroom Floors and Wet Walls ONLY**

| Item Code | Title | Estimated Quantity | Unit | Unit Price | Total |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| Add | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| Deduct | | | | | 0.00 |
| | Waterproofing & Crack Membrane on Restroom Floors and Wet Walls ONLY | (1.00) | ls | 25,143.00 | (25,143.00) |
| | | | ls | | 0.00 |
| | | | ls | | 0.00 |
| | | | ls | | 0.00 |
| | | | ls | | 0.00 |
| | | | ls | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | Subtotal Cost of Work | | | Deduct | (25,143.00) |

**VE Item #26**

**Armando Salazar**

**From:** Vicente Garza <vgarza@IntertechFlooring.com>
**Sent:** Tuesday, July 14, 2026 2:10 AM
**To:** Ramon Dones; Armando Salazar
**Cc:** Rosalinda Almazan; Rosalia Villegas
**Subject:** COB Public Safety Building VE
**Attachments:** City of Brownsville Public Safety Building 100 % CD Proposal REVISED 7-13-26.docx

**Follow Up Flag:** Follow up
**Flag Status:** Flagged

Ramon,

Below are some additional VE options.

1. Change Polished Concrete to Sealed Concrete Deduct $40,000.00
2. Use waterproofing and crack membrane on restroom floors and wet walls only. Deduct $25,143.00
3. Change CT-1 & CT-2 tile sizes from 24"X48" to 12"X24": Deduct $21,000.00
4. Change Mondo Flooring to Tarkett or Equal Rubber Flooring: Deduct $14,000.00

Thank you,

Vicente Garza

Intertech COMMERCIAL FLOORING EXPERIENCE THE INTERTECH ADVANTAGE.

**Vicente Garza**
Vice President of Operations RGV

**o** (956 )584-3592 **c** (956)605-2773
**e** vgarza@intertechflooring.com | **w** intertechflooring.com
1301 Business Park Drive Suite: D Mission, Texas 78572

NOBLE

# VE Item #27

**City of Brownsville Public Safety**

**Project No.**

VE #

27 Replace Polished Conc with Sealed Conc.

| Item Code | Title | Estimated Quantity | Unit | Unit Price | Total | Notes |
|---|---|---|---|---|---|---|
| | | | | | | |
| | | | | | | |
| Add | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| Deduct | | | | | 0.00 | |
| | USING SEALED CONC. IN LIEU OF POLISHED | (1.00) | ls | 14,632.00 | (14,632.00) | INTERTECH |
| | (New Floor Plan Layout) | | ls | | 0.00 | |
| | | | ls | | 0.00 | |
| | | | ls | | 0.00 | |
| | | | ls | | 0.00 | |
| | | | ls | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | Subtotal Cost of Work | | | Deduct | (14,632.00) | |

## Ramon Dones

**From:** Vicente Garza <vgarza@IntertechFlooring.com>
**Sent:** Friday, July 31, 2026 12:42 AM
**To:** Ramon Dones
**Cc:** Armando Salazar; Rosalia Villegas; Rosalinda Almazan; David Betancourt
**Subject:** Re: COB Public Safety Complex: Sealed Concrete VE Line Item 27

Ramon,

Changing the polished concrete to Sealed Concrete in the areas highlighted will generate a $14,632.00 credit.

Will work on the terrazzo and respond to that email. Let me know if you need anything else.

Thank you,

*Vicente Garza*

Intertech COMMERCIAL FLOORING EXPERIENCE THE INTERTECH ADVANTAGE.

**Vicente Garza**
Vice President of Operations RGV

**o** (956 )584-3592 **c** (956)605-2773
**e** vgarza@intertechflooring.com | **w** intertechflooring.com
1301 Business Park Drive Suite: D Mission, Texas 78572

---

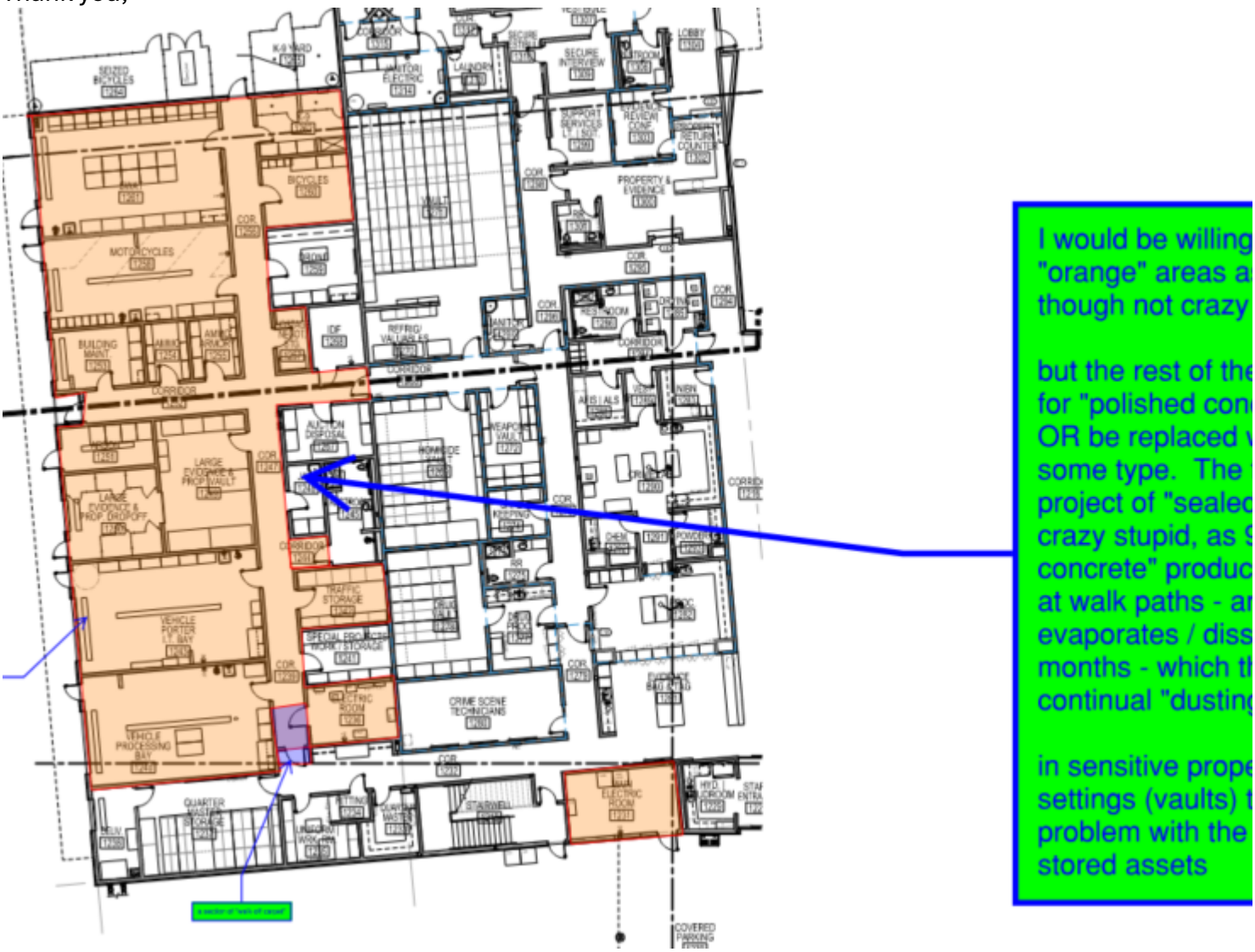
**From:** Ramon Dones <ramon.dones@nobletx.com>
**Sent:** Thursday, July 30, 2026 3:14 PM
**To:** Vicente Garza <vgarza@IntertechFlooring.com>
**Cc:** Armando Salazar <armando.salazar@nobletx.com>; David Betancourt <david.betancourt@nobletx.com>
**Subject:** COB Public Safety Complex: Sealed Concrete VE Line Item 27

Vicente,
The architect has requested if we could provide an updated VE cost for the seal concrete in lieu of polish concrete as shown below. Need price ASAP no later than Tuesday (8-4-26).

## Ramon Dones

**From:** Dillon Redding <dillon@megamorphosisdesign.net>
**Sent:** Thursday, July 30, 2026 3:09 PM
**To:** Armando Salazar; Ramon Dones; David Betancourt
**Cc:** John Pearcy; Jesse Miller
**Subject:** Sealed Concrete VE Line Item 27

As discussed this afternoon, below is a screenshot of the areas we would entertain sealed concrete in lieu of polishing per Don's comments.
Let me know if you have any questions.
Thank you,




Dillon Redding
**megamorphosis, Inc.**
324 W. Van Buren
Harlingen, Tx 78550
Phone 956.428.1779

NOBLE

**VE Item #28**

## City of Brownsville Public Safety

**Project No.**

VE #

28 FF&E Schedule Sheets A2.0 - A2.4 by Owner in lieu of GC (GC Install to remain)

| Item Code | Title | Estimated Quantity | Unit | Unit Price | Total |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| Add | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| Deduct | | | | | 0.00 |
| | residential Appliances & Refrigeration (Material Only) | (1.00) | ls | 194,940.00 | (194,940.00) |
| | | | ls | | 0.00 |
| | | | ls | | 0.00 |
| | | | ls | | 0.00 |
| | | | ls | | 0.00 |
| | | | ls | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | Subtotal Cost of Work | | | Deduct | (194,940.00) |

CORDILLERA VENTURES

# QUOTE

**VE Item #28**

2212 Primrose Ave, Ste D
McAllen, TX 78504
(956) 688-0409
estimates@cordilleraventures.net

**DATE:** June 18, 2026
**QUOTE#** NOB08602A

| **TO:** | **FOR:** |
|---|---|
| **Noble Texas Builders**<br>Armando Salazar<br>108 S. Main St<br>La Feria, TX 78559 | **City of Brownsville - Public Safety Complex**<br>**BASE**<br><br>0 |

**NOTES:**
**Pricing applicable only to the material quantities listed below. Payment Terms: Net 30 days**

| TYPE | ITEM | DESCRIPTION | QTY | UNIT | EXT |
|---|---|---|---|---|---|
| APPLIANCES | GNE29GYNFS | GE - 28.7 CU. FT. FRENCH DOOR REFRIGERATOR IN FINGERPRINT RESISTANT STAINLESS STEEL, ENERGY STAR | 5 | EA | |
| APPLIANCES | EVOLUTION 1HP w/CRD-EZ | INKSINKERATOR - EVOLUTION 1HP GARBAGE DISPOSAL, EZ CONNECT CONTINUOUS FEED FOOD WASTE DISPOSER WITH | 11 | EA | |
| APPLIANCES | DCM-271BAK-OS | HOSHIZAKI - HOSHIZAKI DCM-271BAK-OS OPTI-SERVE 16 5/8" ADA-COMPLIANT AIR-COOLED HANDS-FREE CUBELET ICE | 5 | EA | |
| APPLIANCES | KM-622MAK, B-800SF, HS-2032, HS- | HOSHIZAKI - HOSHIZAKI KM-622MAK SLIM-LINE SERIES 22 INCH AIR-COOLED MODULAR CRESCENT ICE MACHINE - 673 LB. | 2 | EA | |
| APPLIANCES | PEP9036DTBB | GE - PROFILE 36 IN. 5 BURNER ELEMENT SMART RADIANT ELECTRIC COOKTOP IN BLACK | 1 | EA | |
| APPLIANCES | PSE25KYHFS | GE - PROFILE 25.3 CU. FT. SIDE BY SIDE REFRIGERATOR IN FINGERPRINT RESISTANT STAINLESS STEEL, ENERGY STAR | 3 | EA | |
| APPLIANCES | AL54 | SUMMIT - 24 IN. W 4.8 CU. FT. FREEZERLESS MINI REFRIGERATOR IN STAINLESS STEEL COUNTER DEPTH | 12 | EA | |
| APPLIANCES | FCM16DLWW | GE - GARAGE READY 21.7 CU. FT. CHEST FREEZER IN WHITE, ENERGY STAR | 1 | EA | |
| APPLIANCES | PCST22U1WSS | GE - PROFILE 2.2 CU. FT. 1100-WATT COUNTERTOP MICROWAVE IN STAINLESS STEEL WITH BUILT -IN SENSOR | 14 | EA | |
| APPLIANCES | G9OAAASSPSS | GE - STAINLESS STEEL DIGITAL AIR FRYER TOASTER OVEN WITH 8 COOKING MODES | 1 | EA | |
| APPLIANCES | PTS7000SNSS | GE - PROFILE 30 IN. SMART SINGLE ELECTRIC WALL OVEN WITH CONVECTION AND SELF CLEAN IN STAINLESS STEEL | 2 | EA | |
| APPLIANCES | 39528 , 31833 | OMCAN - OMCAN 39528 18 INCH ELECTRIC CONTROL BOX TEMPERATURE HEAT MODE 180F WITH LED DISPLAY, OMCAN | 1 | EA | |
| APPLIANCES | GDT226SSLSS | GE - 24 IN. BUILT-IN STAINLESS STEEL ADA TOP CONTROL TALL TUB DISHWASHER WITH STAINLESS STEEL TUB AND 51 DBA | 2 | EA | |
| APPLIANCES | BBQ18G05 | CAL-FLAME - GOURMET SERIES 5-BURNER BUILT-IN STAINLESS STEEL PROPANE GAS GRILL | 1 | EA | |
| APPLIANCES | BBQ18G870 | CAL-FLAME - G-SERIES 31 IN. BUILT-IN STAINLESS STEEL CHARCOAL GRILL | 1 | EA | |
| APPLIANCES | MLE22PRAYW | MAYTAG - 27" COMMERCIAL ELECTRIC STACK WASHER/DRYER | 3 | EA | |
| APPLIANCES | ACIOM 15-3 | BUNN - AXIOM® 15-3 (3 LOWER WARMERS) COFFEE MAKER | 3 | EA | |
| APPLIANCES | 521/002002 | SYSPAL - MANUAL BOOT WASHER - TWO STATION | 1 | EA | |
| APPLIANCES | ABEAM345A | BEAM - CENTRAL VACUUM SYSTEM | 1 | EA | $ 195,940.00 |

THANK YOU FOR YOUR BUSINESS!







1 OVERALL FIRST EQUIPMENT PLAN
Scale: 1/16" = 1'-0"

NORTH

## FF&E SCHEDULE

| TAG | ITEM | FURNISHED BY | INSTALLED BY | REMARKS | TAG |
|---|---|---|---|---|---|
| GD-1 | GARBAGE DISPOSAL | CONTRACTOR | CONTRACTOR | INSINKERATOR EVOLUTION 1.0HP | GD-1 |
| IM-1 | COUNTERTOP ICE & WATER MACHINE | CONTRACTOR | CONTRACTOR | HOSHIZAKI DCM-271BAK-0S. COORD. GROMMET & FLOOR SINK W/ MEP | IM-1 |
| IM-2 | LARGE ICE MACHINE | CONTRACTOR | CONTRACTOR | HOSHIZAKI KM-622MAK, B-800SF, HS-2032, HS-2035, H9320-51 | IM-2 |
| CM-1 | COFFEE MAKER | CONTRACTOR | CONTRACTOR | COORDINATE WALL BOX W/ MEP | CM-1 |
| RG-1 | NOT USED | | | | RG-1 |
| RG-2 | COOKTOP | CONTRACTOR | CONTRACTOR | GE PEP9036DTBB | RG-2 |
| RH-1 | RANGE HOOD | CONTRACTOR | CONTRACTOR | RE: M.E.P. | RH-1 |
| R-1 | SIDE BY SIDE REF. W/ WATER IN DOOR | CONTRACTOR | CONTRACTOR | GE PSE25KYHFS | R-1 |
| R-2 | NOT USED | | | | R-2 |
| R-3 | LARGE FRENCH DOOR REFRIGERATOR | CONTRACTOR | CONTRACTOR | GE #GNE29GYNFS | R-3 |
| R-4 | UNDERCOUNTER REFRIGERATOR | CONTRACTOR | CONTRACTOR | SUMMIT AL54 | R-4 |
| R-5 | OUTDOOR UNDERCOUNTER REF. | CONTRACTOR | CONTRACTOR | SUMMIT AL54 | R-5 |
| F-1 | CHEST FREEZER - 24 CU. FT. | CONTRACTOR | CONTRACTOR | GE FCM16DLWW | F-1 |
| MO-1 | MICROWAVE | CONTRACTOR | CONTRACTOR | GE PCST22U1WSS | MO-1 |
| O-1 | TOASTER OVEN | CONTRACTOR | CONTRACTOR | GE G9OAAASSPSS | O-1 |
| O-2 | WALL OVEN | CONTRACTOR | CONTRACTOR | GE PROFILE PTS7000SNSS | O-2 |
| WD-1 | WARMING CABINET | CONTRACTOR | CONTRACTOR | OMCAN 39528 & 31833 | WD-1 |
| DW-1 | DISHWASHER | CONTRACTOR | CONTRACTOR | GE GDT226S | DW-1 |
| OG-1 | OUTDOOR PROPANE GRILL | CONTRACTOR | CONTRACTOR | CAL-FLAME BBQ18G05 | OG-1 |
| OG-2 | OUTDOOR CHARCOAL GRILL | CONTRACTOR | CONTRACTOR | CAL-FLAME BBQ18G870 | OG-2 |
| BW-1 | BOOT WASH | CONTRACTOR | CONTRACTOR | PROCESS SOLUTIONS 521002002-USA | BW-1 |
| CWD-1 | STACKABLE WASHER \| DRYER | CONTRACTOR | CONTRACTOR | MAYTAG MLE22PRAYW | CWD-1 |
| CV-1 | CENTRAL VACUUM SYSTEM | CONTRACTOR | CONTRACTOR | ABEAM345A - PROVIDE EIGHT (8) PORTS THROUGHOUT DISPATCH | CV-1 |
| CEQ-1A | 36" EVIDENCE DRYING CABINET | CONTRACTOR | CONTRACTOR | AIR SCIENCE - SAFEKEEPER FDC-003 (30") | CEQ-1A |
| CEQ-1B | 30" EVIDENCE DRYING CABINET | CONTRACTOR | CONTRACTOR | AIR SCIENCE - SAFEKEEPER FDC-006 (36") | CEQ-1B |
| CEQ-2A | UPRIGHT FUMING CHAMBER - 3 DOOR | CONTRACTOR | CONTRACTOR | AIR SCIENCE - SAFEFUME CATRI | CEQ-2A |
| CEQ-2B | UPRIGHT FUMING CHAMBER - SINGLE DOOR | CONTRACTOR | CONTRACTOR | AIR SCIENCE - SAFEFUME CA30T | CEQ-2B |
| CEQ-3 | EVIDENCE REFRIGERATOR | CONTRACTOR | CONTRACTOR | LABREPCO LHP-49-SDSS & #LABC-6505 | CEQ-3 |
| CEQ-4 | UNDERCOUNTER LAB REFRIGERATOR | CONTRACTOR | CONTRACTOR | THERMO FISHER SCIENTIFIC TSU405GA | CEQ-4 |
| CEQ-5 | BENCHTOP FUME HOOD | CONTRACTOR | CONTRACTOR | KEWAUNEE VENTURI 5' V15G282460-G1,F1,SW,A1,U,K | CEQ-5 |
| CEQ-6 | COUNTERTOP DUCTLESS FUME HOOD | CONTRACTOR | CONTRACTOR | AIR SCIENCE SAFESEARCH PS-36X-XT-A | CEQ-6 |
| CEQ-7 | MOBILE DUSTING STATION | CONTRACTOR | CONTRACTOR | AIR SCIENCE DWS72 | CEQ-7 |

## FF&E SCHEDULE

| TAG | ITEM | FURNISHED BY | INSTALLED BY | REMARKS | TAG |
|---|---|---|---|---|---|
| CEQ-8 | CEILING MOUNTED EXAM LIGHT | CONTRACTOR | CONTRACTOR | CME CORP CS316ST CESS-1178-00 | CEQ-8 |
| CEQ-9 | COUNTERTOP PORTABLE CLEAN ROOM | CONTRACTOR | CONTRACTOR | SENTRY AIR SYSTEMS SS-330-PCR2 | CEQ-9 |
| EQ-1 | METAL DETECTOR | CONTRACTOR | CONTRACTOR | RE: TECHNOLOGY \| M.E.P. | EQ-1 |
| EQ-2 | NET \| ATOMIC CLOCK | CONTRACTOR | CONTRACTOR | RE: TECHNOLOGY \| M.E.P. | EQ-2 |
| EQ-3 | KEY TRACKING SYSTEM | CONTRACTOR | CONTRACTOR | --- | EQ-3 |
| EQ-4 | MAT ROOM MATS | CONTRACTOR | CONTRACTOR | DOLLAMUR FLEXI WALL PADS & FLOOR MATS | EQ-4 |
| | HIGH-DENSITY STORAGE & MISC. SHELVING | CONTRACTOR | CONTRACTOR | SPACESAVER - RE: PLANS | |
| | A|V EQUIPMENT & MONITORS | CONTRACTOR | CONTRACTOR | RE: TECHNOLOGY \| M.E.P. | |
| | INTRUSION DETECTION & SURVEILLANCE | CONTRACTOR | CONTRACTOR | RE: TECHNOLOGY \| M.E.P. | |
| | ACCESS CONTROL | CONTRACTOR | CONTRACTOR | RE: TECHNOLOGY \| M.E.P. | |
| | DATA CABLING, EQUIPMENT, & WIFI | CONTRACTOR | CONTRACTOR | RE: TECHNOLOGY \| M.E.P. | |
| | DAS \| BDA | CONTRACTOR | CONTRACTOR | RE: TECHNOLOGY \| M.E.P. | |
| | DISPATCH WORKSTATIONS & MISC. MILLWORK | OWNER | OWNER | GC PROVIDE DATA \| POWER | |
| OEQ-1 | INTOXILIZER | OWNER | OWNER | GC PROVIDE DATA \| POWER | OEQ-1 |
| OEQ-2 | LIVE SCAN | OWNER | OWNER | GC PROVIDE DATA \| POWER | OEQ-2 |
| OEQ-3A | FREESTANDING PRINTER \| COPIER | OWNER | OWNER | GC PROVIDE DATA \| POWER | OEQ-3A |
| OEQ-3B | DESKTOP PRINTER \| COPIER | OWNER | OWNER | GC PROVIDE DATA \| POWER | OEQ-3B |
| OEQ-4 | DIGITAL SIGNATURE PAD | OWNER | OWNER | GC PROVIDE DATA \| POWER | OEQ-4 |
| OEQ-5 | VENDING MACHINE | OWNER | OWNER | GC PROVIDE POWER | OEQ-5 |
| OEQ-6 | TIME CLOCK | OWNER | OWNER | GC PROVIDE DATA \| POWER | OEQ-6 |
| OEQ-7 | HAM RADIO EQUIPMENT | OWNER | OWNER | GC PROVIDE DATA \| POWER | OEQ-7 |
| OEQ-8 | LARGE FORMAT SCANNER \| PLOTTER | OWNER | OWNER | GC PROVIDE DATA \| POWER | OEQ-8 |
| OEQ-9 | AXON SYSTEM | OWNER | OWNER | GC PROVIDE RECESS WALL BOX & DATA- RE: 6/ES-3.3 | OEQ-9 |
| OEQ-10 | DETENTION PHONE | OWNER | OWNER | GC PROVIDE WALL RECESS \| DATA \| POWER | OEQ-10 |
| | PORTABLE VEHICLE LIFT | OWNER | OWNER | --- | |
| | PHONE SYSTEM \| HANDSETS | OWNER | OWNER | GC PROVIDE POWER | |
| | SYSTEMS FURNITURE \| DESKING \| CHAIRS | OWNER | OWNER \| GC | GC PROVIDE DATA \| POWER CONNECTIONS | |
| | TIME CLOCK | OWNER | OWNER | GC TO PROVIDE DATA \| POWER | |
| | DISPATCH CONSOLES | OWNER | OWNER | GC TO PROVIDE DATA \| POWER | |
| | FITNESS EQUIPMENT | OWNER | OWNER | GC TO PROVIDE DATA \| POWER | |
| | VENDING EQUIPMENT | OWNER | OWNER | GC TO PROVIDE DATA \| POWER | |
| | AED DEVICES | OWNER | OWNER | GC TO PROVIDE CABINET | |

**VE Item #28**

megamorphosis
324 W VAN BUREN
HARLINGEN
TX 78550
956.428.1779

REGISTERED ARCHITECT
JESSE ALAN MILLER
26888
STATE OF TEXAS

5/15/2026

CITY OF BROWNSVILLE PUBLIC SAFETY COMPLEX

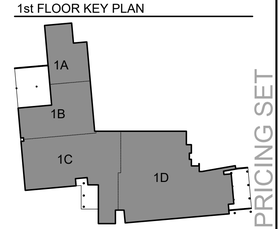
BID PKG. 2

F.M. 511
BROWNSVILLE, TX 78520

REVISIONS

| NUMBER | DATE |
|---|---|

1st FLOOR KEY PLAN




ARCH PROJ. #
2501

DATE
MARCH 15, 2026

SHEET TITLE AND NO.
OVERALL 1ST EQUIPMENT PLAN

PRICING SET

A-2.4

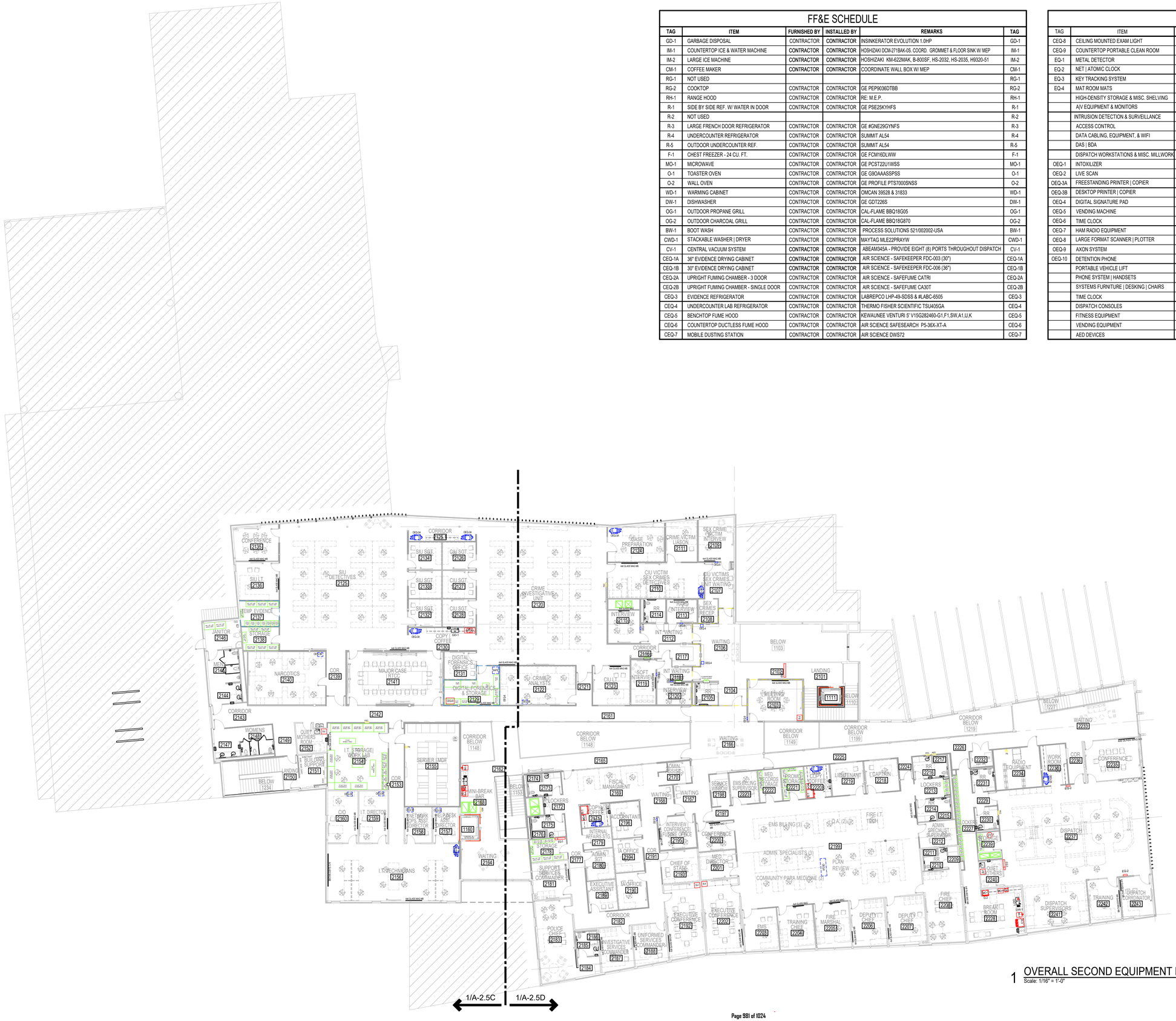
## FF&E SCHEDULE

| TAG | ITEM | FURNISHED BY | INSTALLED BY | REMARKS | TAG |
|---|---|---|---|---|---|
| GD-1 | GARBAGE DISPOSAL | CONTRACTOR | **CONTRACTOR** | INSINKERATOR EVOLUTION 1.0HP | GD-1 |
| IM-1 | COUNTERTOP ICE & WATER MACHINE | **CONTRACTOR** | **CONTRACTOR** | HOSHIZAKI DCM-271BAK-0S. COORD. GROMMET & FLOOR SINK W/ MEP | IM-1 |
| IM-2 | LARGE ICE MACHINE | **CONTRACTOR** | **CONTRACTOR** | HOSHIZAKI KM-622MAK, B-800SF, HS-2032, HS-2035, H9320-51 | IM-2 |
| CM-1 | COFFEE MAKER | **CONTRACTOR** | **CONTRACTOR** | COORDINATE WALL BOX W/ MEP | CM-1 |
| RG-1 | NOT USED | | | | RG-1 |
| RG-2 | COOKTOP | CONTRACTOR | CONTRACTOR | GE PEP9036DTBB | RG-2 |
| RH-1 | RANGE HOOD | CONTRACTOR | CONTRACTOR | RE: M.E.P. | RH-1 |
| R-1 | SIDE BY SIDE REF. W/ WATER IN DOOR | CONTRACTOR | CONTRACTOR | GE PSE25KYHFS | R-1 |
| R-2 | NOT USED | | | | R-2 |
| R-3 | LARGE FRENCH DOOR REFRIGERATOR | CONTRACTOR | CONTRACTOR | GE #GNE29GYNFS | R-3 |
| R-4 | UNDERCOUNTER REFRIGERATOR | CONTRACTOR | CONTRACTOR | SUMMIT AL54 | R-4 |
| R-5 | OUTDOOR UNDERCOUNTER REF. | CONTRACTOR | CONTRACTOR | SUMMIT AL54 | R-5 |
| F-1 | CHEST FREEZER - 24 CU. FT. | CONTRACTOR | CONTRACTOR | GE FCM16DLWW | F-1 |
| MO-1 | MICROWAVE | CONTRACTOR | CONTRACTOR | GE PCST22U1WSS | MO-1 |
| O-1 | TOASTER OVEN | CONTRACTOR | CONTRACTOR | GE G9OAAASSPSS | O-1 |
| O-2 | WALL OVEN | CONTRACTOR | CONTRACTOR | GE PROFILE PTS7000SNSS | O-2 |
| WD-1 | WARMING CABINET | CONTRACTOR | CONTRACTOR | OMCAN 39528 & 31833 | WD-1 |
| DW-1 | DISHWASHER | CONTRACTOR | CONTRACTOR | GE GDT226S | DW-1 |
| OG-1 | OUTDOOR PROPANE GRILL | CONTRACTOR | CONTRACTOR | CAL-FLAME BBQ18G05 | OG-1 |
| OG-2 | OUTDOOR CHARCOAL GRILL | CONTRACTOR | CONTRACTOR | CAL-FLAME BBQ18G870 | OG-2 |
| BW-1 | BOOT WASH | CONTRACTOR | CONTRACTOR | PROCESS SOLUTIONS 521/002002-USA | BW-1 |
| CWD-1 | STACKABLE WASHER \| DRYER | CONTRACTOR | CONTRACTOR | MAYTAG MLE22PRAYW | CWD-1 |
| CV-1 | CENTRAL VACUUM SYSTEM | **CONTRACTOR** | **CONTRACTOR** | ABEAM345A - PROVIDE EIGHT (8) PORTS THROUGHOUT DISPATCH | CV-1 |
| CEQ-1A | 36" EVIDENCE DRYING CABINET | **CONTRACTOR** | **CONTRACTOR** | AIR SCIENCE - SAFEKEEPER FDC-003 (30") | CEQ-1A |
| CEQ-1B | 30" EVIDENCE DRYING CABINET | **CONTRACTOR** | **CONTRACTOR** | AIR SCIENCE - SAFEKEEPER FDC-006 (36") | CEQ-1B |
| CEQ-2A | UPRIGHT FUMING CHAMBER - 3 DOOR | CONTRACTOR | CONTRACTOR | AIR SCIENCE - SAFEFUME CATRI | CEQ-2A |
| CEQ-2B | UPRIGHT FUMING CHAMBER - SINGLE DOOR | CONTRACTOR | CONTRACTOR | AIR SCIENCE - SAFEFUME CA30T | CEQ-2B |
| CEQ-3 | EVIDENCE REFRIGERATOR | CONTRACTOR | CONTRACTOR | LABREPCO LHP-49-SDSS & #LABC-6505 | CEQ-3 |
| CEQ-4 | UNDERCOUNTER LAB REFRIGERATOR | CONTRACTOR | CONTRACTOR | THERMO FISHER SCIENTIFIC TSU405GA | CEQ-4 |
| CEQ-5 | BENCHTOP FUME HOOD | CONTRACTOR | CONTRACTOR | KEWAUNEE VENTURI 5' V15G282460-G1,F1,SW,A1,U,K | CEQ-5 |
| CEQ-6 | COUNTERTOP DUCTLESS FUME HOOD | CONTRACTOR | CONTRACTOR | AIR SCIENCE SAFESEARCH P5-36X-XT-A | CEQ-6 |
| CEQ-7 | MOBILE DUSTING STATION | CONTRACTOR | CONTRACTOR | AIR SCIENCE DWS72 | CEQ-7 |

## FF&E SCHEDULE

| TAG | ITEM | FURNISHED BY | INSTALLED BY | REMARKS | TAG |
|---|---|---|---|---|---|
| CEQ-8 | CEILING MOUNTED EXAM LIGHT | CONTRACTOR | CONTRACTOR | CME CORP CS316ST CESS-1178-00 | CEQ-8 |
| CEQ-9 | COUNTERTOP PORTABLE CLEAN ROOM | CONTRACTOR | CONTRACTOR | SENTRY AIR SYSTEMS SS-330-PCR2 | CEQ-9 |
| EQ-1 | METAL DETECTOR | CONTRACTOR | CONTRACTOR | RE: TECHNOLOGY \| M.E.P. | EQ-1 |
| EQ-2 | NET \| ATOMIC CLOCK | CONTRACTOR | CONTRACTOR | RE: TECHNOLOGY \| M.E.P. | EQ-2 |
| EQ-3 | KEY TRACKING SYSTEM | CONTRACTOR | CONTRACTOR | --- | EQ-3 |
| EQ-4 | MAT ROOM MATS | CONTRACTOR | CONTRACTOR | DOLLAMUR FLEXI WALL PADS & FLOOR MATS | EQ-4 |
| | HIGH-DENSITY STORAGE & MISC. SHELVING | CONTRACTOR | CONTRACTOR | SPACESAVER - RE: PLANS | |
| | A/V EQUIPMENT & MONITORS | CONTRACTOR | CONTRACTOR | RE: TECHNOLOGY \| M.E.P. | |
| | INTRUSION DETECTION & SURVEILLANCE | CONTRACTOR | CONTRACTOR | RE: TECHNOLOGY \| M.E.P. | |
| | ACCESS CONTROL | CONTRACTOR | CONTRACTOR | RE: TECHNOLOGY \| M.E.P. | |
| | DATA CABLING, EQUIPMENT, & WIFI | CONTRACTOR | CONTRACTOR | RE: TECHNOLOGY \| M.E.P. | |
| | DAS \| BDA | CONTRACTOR | CONTRACTOR | RE: TECHNOLOGY \| M.E.P. | |
| | DISPATCH WORKSTATIONS & MISC. MILLWORK | OWNER | OWNER | GC PROVIDE DATA \| POWER | |
| OEQ-1 | INTOXILIZER | OWNER | OWNER | GC PROVIDE DATA \| POWER | OEQ-1 |
| OEQ-2 | LIVE SCAN | OWNER | OWNER | GC PROVIDE DATA \| POWER | OEQ-2 |
| OEQ-3A | FREESTANDING PRINTER \| COPIER | OWNER | OWNER | GC PROVIDE DATA \| POWER | OEQ-3A |
| OEQ-3B | DESKTOP PRINTER \| COPIER | OWNER | OWNER | GC PROVIDE DATA \| POWER | OEQ-3B |
| OEQ-4 | DIGITAL SIGNATURE PAD | OWNER | OWNER | GC PROVIDE DATA \| POWER | OEQ-4 |
| OEQ-5 | VENDING MACHINE | OWNER | OWNER | GC PROVIDE POWER | OEQ-5 |
| OEQ-6 | TIME CLOCK | OWNER | OWNER | GC PROVIDE DATA \| POWER | OEQ-6 |
| OEQ-7 | HAM RADIO EQUIPMENT | OWNER | OWNER | GC PROVIDE DATA \| POWER | OEQ-7 |
| OEQ-8 | LARGE FORMAT SCANNER \| PLOTTER | OWNER | OWNER | GC PROVIDE DATA \| POWER | OEQ-8 |
| OEQ-9 | AXON SYSTEM | OWNER | OWNER | GC PROVIDE RECESS WALL BOX & DATA- RE: 6/ES-3.3 | OEQ-9 |
| OEQ-10 | DETENTION PHONE | OWNER | OWNER | GC PROVIDE WALL RECESS \| DATA \| POWER | OEQ-10 |
| | PORTABLE VEHICLE LIFT | OWNER | OWNER | --- | |
| | PHONE SYSTEM \| HANDSETS | OWNER | OWNER | GC PROVIDE POWER | |
| | SYSTEMS FURNITURE \| DESKING \| CHAIRS | OWNER | OWNER \| GC | GC PROVIDE DATA \| POWER CONNECTIONS | |
| | TIME CLOCK | OWNER | OWNER | GC TO PROVIDE DATA \| POWER | |
| | DISPATCH CONSOLES | OWNER | OWNER | GC TO PROVIDE DATA \| POWER | |
| | FITNESS EQUIPMENT | OWNER | OWNER | GC TO PROVIDE DATA \| POWER | |
| | VENDING EQUIPMENT | OWNER | OWNER | GC TO PROVIDE DATA \| POWER | |
| | AED DEVICES | OWNER | OWNER | GC TO PROVIDE CABINET | |

**VE Item #28**




1 OVERALL SECOND EQUIPMENT PLAN
Scale: 1/16" = 1'-0"

N
NORTH

2nd FLOOR KEY PLAN




megamorphosis
324 W VAN BUREN
HARLINGEN
TX 78550
956.428.1779

REGISTERED ARCHITECT
JESSE ALAN MILLER
26888
STATE OF TEXAS

5/15/2026

CITY OF BROWNSVILLE PUBLIC SAFETY COMPLEX

BID PKG. 2

F.M. 511
BROWNSVILLE, TX 78520

REVISIONS

| NUMBER | DATE |
|---|---|

ARCH PROJ. #
2501

DATE
MARCH 15, 2026

SHEET TITLE AND NO.
OVERALL 2ND EQUIPMENT PLAN

A-2.5

PRICING SET

NOBLE

# City of Brownsville Public Safety

## Project No.

**VE Item #29**

VE #

29 Sloped Deck in lieu of Tapered Insulation for Roof System

| Item Code | Title | Estimated Quantity | Unit | Unit Price | Total | Notes |
|---|---|---|---|---|---|---|
| | | | | | | |
| | | | | | | |
| Add | | | | | 0.00 | |
| | Structural Steel adjustment | 1.00 | LS | | 0.00 | J&N |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| Deduct | | | | | 0.00 | |
| | Tapered DECK ROOFING | (1.00) | ls | 281,650.00 | (281,650.00) | TADCO |
| | | | ls | | 0.00 | |
| | | | ls | | 0.00 | |
| | | | ls | | 0.00 | |
| | | | ls | | 0.00 | |
| | | | ls | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
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| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | Subtotal Cost of Work | | | Deduct | (281,650.00) | |
| | | | | | | |

TADCO ROOFING & WATERPROOFING

Commercial Roofing Specialists
Rio Grande Valley Office: 902 E Owassa Rd Edinburg, TX 78542
Tel: 956.961.4736 Fax: 956.961.4737
Houston Office: 4553 Brittmoore Rd Houston, TX 77041
Tel: 281.401.1123

**Bid Date:** July 20, 2026

**VE Item #29**

**Project:** City of Brownsville – Public Safety Complex
**Location:** 1400 FM 511, Brownsville, TX 78520
**Bid Package:** Proposal Item 7.01 – Roofing

Provide all labor, equipment, and materials to install the following.

## Scope of Work

### Complete Roofing System – Per Plans and Specifications

**Roofing System: 074113 Metal Roof Panels ; 075416 Ketone Ethylene Ester (KEE) Roofing ; 076200 Sheet Metal Flashing and Trim (Formed Metal)**

- Furnish and install complete roofing system per Contract Documents and specifications.
- Install all insulation, cover boards, and membrane system as specified.
- Provide fully adhered as required by plans and specifications.
- Flash all parapet walls, curbs, roof drains, penetrations, and expansion joints.
- Install all sheet metal flashing and trim including edge metal, copings, counter flashings, and reglets.
- Provide and install all accessories, fasteners, and sealants required for a complete watertight system.
- Coordinate with structural, mechanical, plumbing, and electrical trades for proper integration.
- Furnish and install metal roof panels over parking canopy
- Provide submittals, shop drawings per contract requirements.
- Comply with all Division 00 and Division 01 requirements, OSHA standards, and certified payroll (Davis-Bacon Wage Rates).

## Base Proposal – Item 7.01 Roofing: $ 1,813,540.00

**Add – Performance & Payment Bond: $ 36,270.80**

***(Tax Exempt | Davis-Bacon Wage Rates – Certified Payroll Required)***

## Alternates:

- **VE Option – Remove Tapered Insulation System (Sloped Structure):** DEDUCT $ 281,650.00

## Exclusions:

Performance & Payment Bond (listed separately above), Night Work or Overtime, Painting, Pipe Supports, Rough Carpentry, Joint Sealants (other than roof-related), Mock-Ups, Metal Wall Panels, Roof Access Scaffolding, Insulated Panels, Pre-Fabricated Canopies, Prefinished Composite Metal Panels, HVAC Work, Electrical Work, Plumbing, Wood Blocking (unless specifically noted), Sheet Metal Not Related to Roofing, Engineering Services, Testing and Cost for Retesting, Splash Blocks, Interior Roof Protection, Temporary Roofing, Crane Services for Owner's Equipment, Fireproofing or Firestopping, Lightning Protection, Drainage Modifications Beyond Scope, Security or Safety Measures Beyond Standard OSHA Requirements.

**Jonathan Rodarte**
Director of Estimating
(956) 601-8286
jrodarte@tadcoroofing.com

VE Item #30

NOBLE

## City of Brownsville Public Safety

### Project No.

VE #

30 Delete all Safety Padding on Cell Benches

| Item Code | Title | Estimated Quantity | Unit | Unit Price | Total |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| Add | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| Deduct | | | | | 0.00 |
| | delete 31 cell bench padding | (1.00) | ls | 102,000.00 | (102,000.00) |
| | | | ls | | 0.00 |
| | | | ls | | 0.00 |
| | | | ls | | 0.00 |
| | | | ls | | 0.00 |
| | | | ls | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | Subtotal Cost of Work | | | Deduct | (102,000.00) |

SUSTAINABLE SECURITY SOLUTIONS

**VE Item #30**

**Voluntary Deductive Alternate: Delete All Safety Padding on (31) Cell Benches**
**(Two (2) Padded Cells remain)**

Lump Sum: ($102,000.00)

No Tax/No Bond

**Terms and Conditions:**

1. This proposal is based on AIA Standard Form of Agreement Between Contractor & Subcontractor #401.
2. Our price is based upon receiving a standard form AIA or other mutually agreeable Subcontract containing mutually agreeable terms and conditions. We reserve the right to withdraw our bid, without recourse, prejudice or damage to Sustainable Security Solutions, in the absence of a mutually agreeable subcontract.
3. This scope letter or any subsequent revised scope letter produced by Sustainable Security Solutions shall become a part of any subcontract for this project.

If you should require any further information, please do not hesitate to contact me.

Sincerely,

Todd Clark
Sustainable Security Solutions

**Brownsville PSC - Safety Padding at Concrete Benches**

**Padding on concrete benches in Padded Cells 1341 & 1343 are not included in this list of proposed bench padding to be removed from project**

| Cell / Number | Bench length | Bench profile | Surfaces Covered |
|---|---|---|---|
| Arraignment 1311 | 16’-0” | 2’-0”Horz + 8” vert. | Cast-in bench front & top |
| Men 1316 | 7’-4” | 2’-3”Horz + 8”vert. | Cast-in bench front & top |
| Men 1317 | 6’-8” | 2’-3”Horz + 8”vert. | Cast-in bench front & top |
| Men 1320 | 6’-8” | 2’-3”Horz + 8”vert. | Cast-in bench front & top |
| Men 1321 | 7’-4” | 2’-3”Horz + 8”vert. | Cast-in bench front & top |
| Men 1322 | 7’-4” | 2’-3”Horz + 8”vert. | Cast-in bench front & top |
| Men 1323 | 6’-8” | 2’-3”Horz + 8”vert. | Cast-in bench front & top |
| Men 1326 | 6’-8” | 2’-3”Horz + 8”vert. | Cast-in bench front & top |
| Men 1327 | 7’-4” | 2’-3”Horz + 8”vert. | Cast-in bench front & top |
| Men 1328 | 7’-4” | 2’-3”Horz + 8”vert. | Cast-in bench front & top |
| Men 1329 | 6’-8” | 2’-3”Horz + 8”vert. | Cast-in bench front & top |
| Men 1332 | 6’-8” | 2’-3”Horz + 8”vert. | Cast-in bench front & top |
| Men 1333 | 7’-4” | 2’-3”Horz + 8”vert. | Cast-in bench front & top |
| Men ADA 1334 | 6’-6” | 2’-0”Horz + 8” vert. | Cast-in bench front & top plus open bench end |
| Temp Holding 1336 | 10”-0” | 2’-4”Horz + 8”vert | Cast-in bench front & top |
| Secure Vest. 1337 | 10”-0” | 2’-0”Horz + 8” vert. | Cast-in bench front & top |
| Drunk tank 1346 Bench 1 | 6’-2” | 2’-3”Horz + 8”vert. | Cast-in bench front & top plus open bench end |
| Drunk tank 1346 Bench 2 | 8’-4” | 2’-3”Horz + 8”vert. | Cast-in bench front & top |
| Drunk tank 1348 Bench 1 | 8’-4” | 2’-3”Horz + 8”vert. | Cast-in bench front & top |
| Drunk tank 1348 Bench 2 | 8’-4” | 2’-3”Horz + 8”vert. | Cast-in bench front & top |
| Women 1351 | 7’-4” | 2’-3”Horz + 8”vert. | Cast-in bench front & top |
| Women 1352 | 6’-8” | 2’-3”Horz + 8”vert. | Cast-in bench front & top |
| Swing Cell 1353 | 7’-4” | 2’-3”Horz + 8”vert. | Cast-in bench front & top |
| Women 1355 | 5’-5” | 2’-3”Horz + 8”vert. | Cast-in bench front & top |
| Women 1357 | 7’-4” | 2’-3”Horz + 8”vert. | Cast-in bench front & top |
| Women 1358 | 6’-8” | 2’-3”Horz + 8”vert. | Cast-in bench front & top |
| Swing Cell 1362 | 7’-8” | 2’-3”Horz + 8”vert. | Cast-in bench front & top |
| Swing Cell 1363 | 7’-8” | 2’-3”Horz + 8”vert. | Cast-in bench front & top |
| Swing ADA 1364 | 5’-8” | 2’-3”Horz + 8”vert. | Cast-in bench front & top plus open bench end |

VE Item #31

NOBLE

## City of Brownsville Public Safety

### Project No.

VE #

31 Change Ceramic Tile Sizes (CT-1 & CT-2)

| Item Code | Title | Estimated Quantity | Unit | Unit Price | Total |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| Add | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| Deduct | | | | | 0.00 |
| | Tile Sizes from 24"x48" to 12"x24" | (1.00) | ls | 21,000.00 | (21,000.00) |
| | | | ls | | 0.00 |
| | | | ls | | 0.00 |
| | | | ls | | 0.00 |
| | | | ls | | 0.00 |
| | | | ls | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | Subtotal Cost of Work | | | Deduct | (21,000.00) |

**VE Item #31**

**Armando Salazar**

**From:** Vicente Garza <vgarza@IntertechFlooring.com>
**Sent:** Tuesday, July 14, 2026 2:10 AM
**To:** Ramon Dones; Armando Salazar
**Cc:** Rosalinda Almazan; Rosalia Villegas
**Subject:** COB Public Safety Building VE
**Attachments:** City of Brownsville Public Safety Building 100 % CD Proposal REVISED 7-13-26.docx

**Follow Up Flag:** Follow up
**Flag Status:** Flagged

Ramon,

Below are some additional VE options.

1. Change Polished Concrete to Sealed Concrete Deduct $40,000.00
2. Use waterproofing and crack membrane on restroom floors and wet walls only. Deduct $25,143.00
3. Change CT-1 & CT-2 tile sizes from 24"X48" to 12"X24": Deduct $21,000.00
4. Change Mondo Flooring to Tarkett or Equal Rubber Flooring: Deduct $14,000.00

Thank you,

*Vicente Garza*

Intertech COMMERCIAL FLOORING EXPERIENCE THE INTERTECH ADVANTAGE.

**Vicente Garza**
Vice President of Operations RGV

**o** (956 )584-3592 **c** (956)605-2773
**e** vgarza@intertechflooring.com | **w** intertechflooring.com
1301 Business Park Drive Suite: D Mission, Texas 78572

VE Item #32

NOBLE

## City of Brownsville Public Safety

**Project No.**

**VE #**

**32** HVAC: Misc. Cost Savings Options

| Item Code | Title | Estimated Quantity | Unit | Unit Price | Total |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| Add | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| Deduct | | | | | 0.00 |
| | Delete specification section 236423-3.6 inspection services in its entirety. | (1.00) | ls | 9,000.00 | (9,000.00) |
| | Delete AHU phase voltage monitors specified in Addendum #1 section 237313. | (1.00) | ls | 4,000.00 | (4,000.00) |
| | Delete AHU spare motors as defined and noted by note #15 on CHW Rooftop Unit Schedule on M-8.1. | (1.00) | ls | 5,000.00 | (5,000.00) |
| | Remove the requirement to provide roof penetration housings as detailed on A-6.2 #1 and provide standard galvanized steel roof jacks. | (1.00) | ls | 20,000.00 | (20,000.00) |
| | Allow steel piping with MegaPress joints for 2" and smaller piping systems. | (1.00) | ls | 10,000.00 | (10,000.00) |
| | Allow steel pipe with Grooved joints for 2-1/2" and larger piping systems. | (1.00) | ls | 15,000.00 | (15,000.00) |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | Subtotal Cost of Work | | | Deduct | (63,000.00) |

**VE Item #32**

## Ramon Dones

**From:** Ed Hendrix <EdHendrix@victoriaair.com>
**Sent:** Tuesday, July 21, 2026 5:17 PM
**To:** Ramon Dones
**Cc:** Armando Salazar; Robert Bennett; Warren Heilker
**Subject:** RE: COB Public Safety Complex - VE Item: Remove Sallyport Bay(s)

Ramon,

VE Item #9 – Remove 1 Sallyport Bay – Deduct $9,500
VE Item #10 – Remove Both Sallyport Bays – Deduct $44,500

***You can only accept VE Item #9 or VE Item #10, both cannot be accepted together.

**Additionally cost saving options.**
Option #1: Delete specification section 236423-3.6 inspection services in its entirety. **Deduct $9,000**
Option #2: Delete AHU phase voltage monitors specified in Addendum #1 section 237313. **Deduct $4,000**
Option #3: Delete AHU spare motors as defined and noted by note #15 on CHW Rooftop Unit Schedule on M-8.1. **Deduct $5,000**
Option #4: Remove the requirement to provide roof penetration housings as detailed on A-6.2 #1 and provide standard galvanized steel roof jacks. **Deduct $20,000**
Option #5: Allow steel piping with MegaPress joints for 2" and smaller piping systems. **Deduct $10,000**
Option #6: Allow steel pipe with Grooved joints for 2-1/2" and larger piping systems. **Deduct $15,000**

Regards,

*Ed Hendrix*
***Senior Estimator***
Victoria Air Conditioning, Ltd.
200 S. Ben Jordan
Victoria, Texas 77901
(361) 578-8576 ,221 **Direct Extension**
(361) 578-5241 **Main Office Phone**
(361) 576-0811 **Fax**
EdHendrix@victoriaair.com

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**From:** Ramon Dones <ramon.dones@nobletx.com>
**Sent:** Wednesday, July 15, 2026 4:43 PM
**To:** Rolando Leal <leal@limonmasonry.com>; AJ Saldana <aj@limonmasonry.com>; Rolando Limon <r@limonmasonry.com>; jnwelding <jnwelding@yahoo.com>; 'Jonathan Rodarte' <jrodarte@tadcoroofing.com>; Ed Hendrix <EdHendrix@victoriaair.com>; Derek M. Gerdes <derek.gerdes@metroelectric-rgv.com>; Matthew Diehl <matthew.diehl@metroelectric-rgv.com>; Eddie Vanderford <eddie.vanderford956@gmail.com>; Noe Tamez <noe@teleprocommunications.com>; Robert T. Flores <robertstxpaint@gmail.com>
**Cc:** Armando Salazar <armando.salazar@nobletx.com>; David Betancourt <david.betancourt@nobletx.com>
**Subject:** COB Public Safety Complex - VE Item: Remove Sallyport Bay(s)
**Importance:** High

VE Item #33

NOBLE

## City of Brownsville Public Safety

### Project No.

VE #

33

| Item Code | Title | Estimated Quantity | Unit | Unit Price | Total |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| Add | | | | | 0.00 |
| | | 1.00 | ls | 800,000.00 | 800,000.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| Deduct | | | | | 0.00 |
| | Current Landscape & Irrigation: Basis of Design | (1.00) | ls | 1,663,455.00 | (1,663,455.00) |
| | | | ls | | 0.00 |
| | | | ls | | 0.00 |
| | | | ls | | 0.00 |
| | | | ls | | 0.00 |
| | | | ls | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | Subtotal Cost of Work | | | Deduct | (863,455.00) |

VE Item #34

## City of Brownsville Public Safety
## Project No.

**VE #** 34 **Balance of Metal Detectors Allowance**

| Item Code | Title | Estimated Quantity | Unit | Unit Price | Total |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| Add | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| Deduct | | | | | 0.00 |
| | Balance of Metal Detectors Allowance | (1.00) | ls | 114,000.00 | (114,000.00) |
| | | | ls | | 0.00 |
| | | | ls | | 0.00 |
| | | | ls | | 0.00 |
| | | | ls | | 0.00 |
| | | | ls | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
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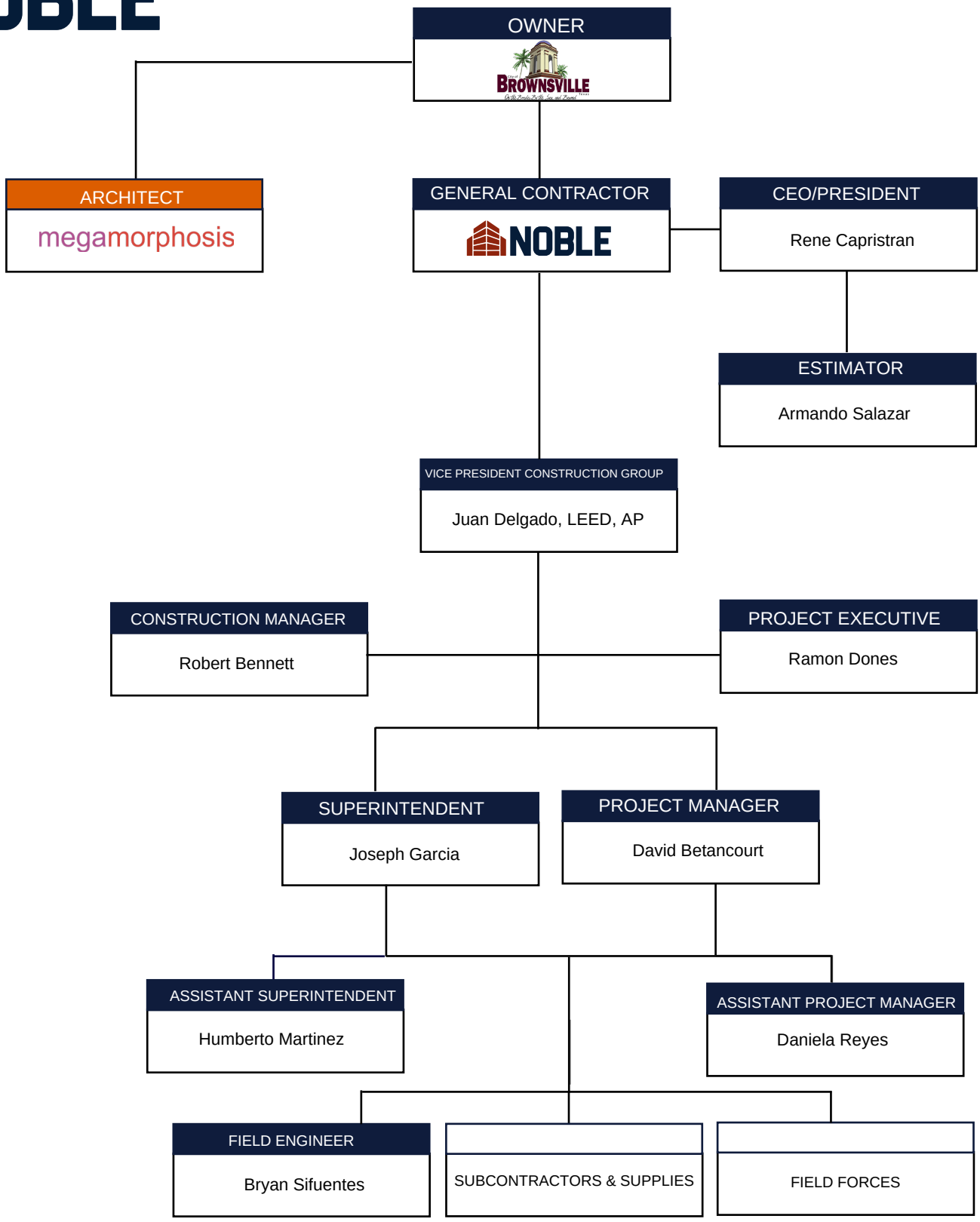
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | Subtotal Cost of Work | | | Deduct | (114,000.00) |

NOBLE

# TAB 6 – PROJECT TEAM






**Noble Contact:** Juan Delgado, LEED, AP

# JUAN DELGADO, LEED AP | VICE PRESIDENT OF CONSTRUCTION

22+ YEARS EXPERIENCE



## EDUCATION + TRAINING

B.S. Electrical Engineering
*The University of Texas-Pan American*

ASHE Healthcare Construction Certificate (HCC)

LEED Accredited Professional

OSHA 30-Hour

## CITY OF RESIDENCE

Edinburg, Texas

## PROFESSIONAL ASSOCIATIONS

**Boys and Girls Club of Edinburg** | Board Member
**RGV First** | Board Member
**Noble Texas Builders** | Board Member
**Junior Achievement of the Coastal Bend**

Juan is responsible for developing and maintaining project budgets, project cost forecast, labor management and control, as well as supporting Project Managers and Superintendents on their daily operations to ensure project deliverable and goals. What he enjoys most about his role is that he provides leadership and support to team members in order to be more efficient and see them grow within the organization.

## REPRESENTATIVE EXPERIENCE

Cameron County Park Administration Building, South Padre Island, TX
Los Fresnos CISD Resaca Middle School, Los Fresnos, TX
UTRGV CIC Building Renovation – Weslaco, TX
Valley Baptist Medical Center, 3rd Floor & Pharmacy Renovation, Brownsville, TX
Brownsville Public Utilities Board Annex Building, Brownsville, TX
South Texas ISD STPA & Rising Scholars Academy Restroom, San Benito, TX
South Texas ISD Beta New Addition & Remodel, Edinburg, TX
San Felipe Del Rio ISD, Commons Area, San Felipe, TX
Edinburg ISD Ticket Booths, Edinburg, TX
Vela High School Performing Arts Center, Edinburg, TX
Brooks County STEM Lab, Falfurrias, TX
Brooks County C.A.T.E Building, Falfurrias, TX
The Gathering Place Charter School, San Antonio, TX
Jubilee Academy, Harlingen, TX
Jubilee Academy, Brownsville, TX
UTPA Performing Arts Center, Edinburg, TX
UTPA Academic and Administration Building Addition, Edinburg, TX
UTPA Starr County Upper Level Center, Rio Grande City, TX
UTB Biomedical Research & Health Professions Building Ph.1 & 2, Brownsville, TX
UTRGV CIC/Weslaco EDC, Weslaco, TX
Texas A&M Student Success Center/Loop Road & Chill Water Loop Extension, Laredo, TX
South Texas College, Starr County, Rio Grande CIty, TX
South Texas College, Nursing Allied Health, McAllen, TX
South Texas College, Mid-Valley Campus, Weslaco, TX
South Texas College, Pecan Campus, McAllen, TX
South Texas College, Technology Center, McAllen, TX
South Texas College Regional Center for Public Safety Excellence, Pharr, TX
Texas State Technical College, Lab Remodel, Harlingen, TX
South Texas Ecotourism Center, Laguna Vista, TX
Multimodal Transit Facility, South Padre Island, TX
Cameron County - Isla Blanca Park Improvements, Ph 1 & 2, South Padre Island, TX
City of McAllen Convention Center, McAllen, TX
NavyArmy Community Credit Union, McAllen, TX
NavyArmy Community Credit Union, Aransas Pass, TX
Mission Hospital CATH Lab, Mission, TX
Knapp Medical Center, CATH Lab Addition, Weslaco, TX
RGV Cosmetics Vein & Surgery Center, Edinburg, TX
Methodist Hospital, San Antonio, TX
Knapp Medical Center Ambulatory Surgical Center, Weslaco, TX
Cameron County Levee Building - Renovation, Brownsville, TX
Reese Building - Renovation, Harlingen, TX
The Lucio III Group Offices – Renovation, Brownsville, TX
UTRGV McAllen Collegiate Academy, McAllen, TX
Rally Credit Union, Harlingen, TX
BRW, McAllen, TX
Quickrete, La Feria, TX

## EMPLOYMENT

| | |
|---|---|
| Oct. 2016 – Present | **Noble Texas Builders, LLC**<br>Vice President, Project Executive |
| Oct. 2007 – Jan. 2016 | **SpawGlass Contractors, South Texas**<br>Project Executive |
| Aug. 2003 – Oct 2007 | **Broaddus & Associates**<br>Project Manager |
| Feb. 2001 – May 2003 | **HP**<br>VLSI Design Project Engineer |

NOBLE

## ARMANDO SALAZAR JR. | ESTIMATOR

9+ YEARS EXPERIENCE



### CITY OF RESIDENCE

Donna, TX

Armando Salzar Jr. serves as the Estimator for Noble Texas Builders, LLC. Armando is responsible for overseeing day to day operations for Preconstruction Services including preparation of hard bid estimates, conceptual estimates, and developing various levels of Guaranteed Maximum Price proposals through the progressing levels of design. Armando has over 9 years' experience in the construction industry and has served as a Estimator, AUTOCAD Drafter, Graphic Designer, and project control specialist during this time.

## REPRESENTATIVE EXPERIENCE

### Higher Education

Texas A&M University of Kingsville Deferred Maintenance, Kingsville, TX
Texas A&M San Antonio Gateway, San Antonio, TX

### K-12/Charter Schools

Los Fresnos CISD Multipurpose Center, Los Fresnos, TX
Los Fresnos CISD Middle School, Los Fresnos, TX
McAllen ISD Kitchens 1-4, McAllen, TX
McAllen ISD Kitchens 5-8, McAllen, TX
McAllen ISD UTRGV Collegiate High, McAllen, TX

### Additional Projects

Sonic, Mercedes, TX
Sonic, Elsa, TX
Upper Valley Dialysis Access Center, Mission, TX
Cameron County Isla Blanca Admin Building, South Padre Island, TX
Navy Army, Pharr, TX
Reese Pro Bar – Phase 3, Harlingen, TX
Quikrete, La Feria, TX
Rally Credit Union, Palmhurst, TX
Rally Credit Union, Harlingen, TX

## EMPLOYMENT

2023 Present **Noble Texas Builders, LLC**
*Estimator*

2019 2023 **Rovan Texas LLC**
*Estimator*

May 2018 Aug 2018 **Building Quality**
*Graphic Designer*

April 2017 June 2018 **Insulations, Inc.**
*Project Controls Specialist*

May 2016 Dec 2016 **JD Abrams**
*Engineering Intern*

# RAMON DONES | PROJECT EXECUTIVE

23+ YEARS EXPERIENCE



## EDUCATION + TRAINING

UTPA Studied Mechanical Engineering 2000
Harlingen South High School 1994

FMI Project Manager Academy

P6 Scheduling

Former LEED Green Associate

## CITY OF RESIDENCE

Harlingen, Texas

## REFERENCES

Rolando Rubiano, PE | Green, Rubiano & Associates
956-428-4461 | rolando@graengineering.com

David Monreal, AIA | GMS Architects
210-393-3535 | dmonreal@gmsarchitects.com

Ramon has over 23 years experience in the construction industry in the Rio Grande Valley. As a Project Executive with Noble Texas Builders, he takes pride in being a team member and helps formulate the keys to a successful project for all stakeholders. Some of his duties and responsibilities involve construction administration on a daily basis. In doing so, he is heavily involved with budgeting, project management, subcontractor and vendor negotiations.

He presently serves on the education committee for the Associated General Contractors- RGV, and was a previous AGC Supervisory Training instructor. He is a Registered Accessibility Specialist by the Texas Department of Licensing and Regulation, and performs reviews and inspections for building owners, architects, engineers and the construction community.

## REPRESENTATIVE EXPERIENCE

LFCISD Multipurpose Center, Los Fresnos, TX
LFCISD Vocational, Los Fresnos, TX
LFCISD Agricultural, Los Fresnos, TX
Rio Grande Regional Lab Finish outs - Alamo, TX & McAllen, TX
Crawford Electric Supply, Brownsville, TX
US Alamo Post Office, Alamo, TX
Rio Grande Valley State Veterans Cemetery
STISD Bus Barn & Restroom Buildings - Edinburg, TX
UTRGV/Harlingen CISD | Early College High School - Harlingen, TX
IDEA Public Schools | Phase 3 Bond San Benito Additions - San Benito, TX
Santa Maria ISD | Junior High School - Santa Maria, TX
IDEA Public Schools | Harlingen Phase I - Harlingen, TX
IDEA Public Schools | Toros College Preparatory - Edinburg, TX
San Jose Island Metal Buildings, - San Jose Island, TX
STISD | Med High HVAC Upgrades - Mercedes, TX
STISD | Innovation Center - Mercedes, TX
STISD | New High School - Santa Maria, TX
Veterans Memorial High School
Los Fresnos CISD Instructional Wing, Los Fresnos, TX
Los Fresnos CISD Safe Room/Gym, Los Fresnos, TX
Veterans Middle School, Donna, TX
South Texas ISD Med High Lab Expansion
PSJA - Garza Pena Elementary School, San Juan, TX
New Ringgold Elementary, Rio Grande City, TX
TSTC Central Chiller Plant, Harlingen, Texas
South Texas College | Nursing & Allied Health Building
University of Texas-Pan American
VTX Telecom Buildings
Sleep Number Finishout
T-Mobile Shell & Finishout
Shops at 29 Sitework Lot 2
EZ Cuts
Ulta Beauty
Ross Dress for Less
Dave & Busters Sitework
Dave & Busters Shell
Burlington Coat Factory
Clark Knapp Honda Dealership

# ROBERT BENNETT | CONSTRUCTION MANAGER

NOBLE TENURE: 7 YRS



## EDUCATION

**Construction Quality Management for Contractors**
*Dept. of the Army Corps of Engineers*

## CITY OF RESIDENCE

Harlingen, TX

## CERTIFICATIONS

**OSHA 30**
P6 Certification
Procore

## PROFESSIONAL ASSOCIATIONS

**RGV AGC |** Vice President
**RGV AGC |** President

## AWARDS

**ABC Eagle Award -** National Innovation Award for UTRGV Robert and Janet Vackar Stadium
**ABC Eagle Award -** Design/Build UTRGV General Classroom & Computer Center
**AGC Eagle Award -** Brownsville Public Utilities board Annex
**AGC Outstanding Construction Award -** Cameron County Ecotourism Center

## BIOGRAPHY

**Robert Bennett** brings over 40 years of construction industry experience, with a career built on technical expertise, leadership, and a deep commitment to project success. He began his career in 1980 as a lead carpenter, quickly establishing a reputation for precision, reliability, and a strong work ethic. In 1987, he advanced to Superintendent, managing field crews, coordinating subcontractors, and ensuring quality and safety across diverse project types. By 2001, Robert stepped into the role of Construction Manager, where he directed budgets, schedules, and client communications on complex commercial and institutional builds.

## REPRESENTATIVE EXPERIENCE

### Academic Projects

UTRGV Performing Arts Center, Edinburg, TX
UTRGV Robert & Janet Vackar Stadium, Edinburg, TX
UTRGV General Classroom & Computer Center, Edinburg, TX
UTSA Medical Research Division of RAHC, Edinburg, TX
UTSA Teaching/Learning Lab, RAHC - Harlingen, TX
UT Health Teaching/Learning Lab, RAHC, Harlingen, TX
UT Marine Science Institute Estuarine Research Center, Port Aransas, TX
Undergraduate Navigator Training Facility, Randolph AFB, San Antonio, TX
Brownsville ISD Amerigo Paredes Elementary, Brownsville, TX
Brownsville ISD Champion Elementary, Brownsville, TX
Brownsville ISD Gallegos Elementary, Brownsville, TX
NAF/NCO Youth Center, Randolph AFB, San Antonio, TX

### Medical Projects

Valley Baptist Medical Center Pediatric Emergency Room, Harlingen, TX
Valley Baptist Medical Center Stroke Rehabilitation Wing, Harlingen, TX
Valley Baptist Medical Center Geriatric Psychiatric Ward, Harlingen, TX
Freedom House Alzheimer's Care & Research Facility, San Antonio, TX
Rio Grande Regional Hospital Expansion & Reno., McAllen, TX

### Additional Projects

Brownsville Public Utilities Annex Bldg., Brownsville, TX
Cameron County Ecotourism Center, Laguna Vista, TX
Cameron County Isla Blanca Park, Ph. 1&2,
South Padre Island, TX
Valero Corporate Headquarters, San Antonio, TX
Naval Physical Fitness Center, Ingleside, TX
Border Patrol Station, Carizzo Springs, TX
Six Flags Fiesta Texas 'Roadrunner Express'
Rollercoaster Ride, San Antonio, TX
Engineering Support Facility, Austin, TX
Brooks County STEM Lab, Falfurrias, TX
Retama Park Grandstand, Selma, TX
Texas Regional Bank, Harlingen, TX
Rally Credit Union , McAllen, TX
FEMA Domes, Brownsville, TX

## WORK HISTORY

Present – 2019 **Noble Texas Builders, LLC**
*Construction Manager*

2019 – 1980 **SpawGlass Contractors**
*Construction Manager*

# DAVID BETANCOURT | PROJECT MANAGER

NOBLE TENURE: 10 YRS



## EDUCATION

**Business Studies**
*UTSA*

**Management Studies**
*UT at Brownsville*

## CITY OF RESIDENCE

Brownsville, Texas

## CERTIFICATIONS

**OSHA 30**
Noble Leadership Academy
Construction Superintendent Course
Drone Operation
Primavera P6
Leadership Brownsville Class 38

## AFILLIATIONS

City of Brownsville Planning and Zoning Board, Current Member
Lions Club International, Long-standing Member

## BIOGRAPHY

**DAVID BETANCOURT** is a Project Manager at Noble with over 10 years of experience in the construction industry. He supports day-to-day project operations, project coordination, scheduling, documentation, and team communication to help ensure work is completed safely, efficiently, and in alignment with project requirements. David is skilled in drone operation, project technology, and construction management tools, bringing a detail-oriented and solutions-focused approach to project delivery. He is also actively involved in the Brownsville community through leadership and volunteer service.

## REPRESENTATIVE EXPERIENCE

### Municipal Projects

City of Brownsville Public Safety Complex, Brownsville, TX
City of Primera Municipal Complex, Primera, TX
Cameron County South Texas Ecotourism Center, Laguna Vista, TX
Cameron County Isla Blanca Park Renovations, Phase 1, South Padre Island, TX
Cameron County Isla Blanca Park Renovations, Phase 2, South Padre Island, TX
Department of Public Safety Renovation, Harlingen, TX

### Academic Projects

Jubilee Academies Modular Classroom Additions, Brownsville, TX
BRYSS School Gym and Classroom Additions, Brownsville, TX

### Healthcare Projects

Dr. Robles Medical Facility, Brownsville, TX

### HEB Projects

HEB McAllen 01 Water Heater Replacements, Multiple RGV Locations
HEB 01 Fresh Initiative, Midland, TX
HEB 02 Fresh Initiative, Midland, TX
HEB Facility Water Pipe Replacement, Mission, TX
HEB Refrigeration Remodel, Mission, TX
HEB Center Store Remodel, Rio Grande City, TX
HEB Cooking Connection Installation, McAllen, TX

### Commercial Projects

Rally Credit Union Finish Out, Brownsville, TX
Rally Credit Union New Build, Harlingen, TX
Rally Credit Union Finish Out, Palmhurst, TX
Rally Credit Union New Build, Alamo, TX
Rally Northgate II Site Development, McAllen, TX

## WORK HISTORY

Present **Noble Texas Builders, LLC**
2016 Project Manager

2015 **Buckle**
2013 Manager, MT

Present **Betancourt Apartments**
2012 Assistant Manager

2012 **Elite Promotions**
2011 Marketing Assistant

# JOSEPH GARCIA | SUPERINTENDENT

10+ YEARS EXPERIENCE



## TRAINING

Construction Superintendent Apprenticeship Program
OSHA 30 Hour Certified
OSHA 10-hour Certified

## CITY OF RESIDENCE

La Feria, TX

Joseph Garcia is a experienced construction professional with over ten years of experience in the commercial construction industry. Currently serving as Superintendent at Noble, Joseph excels at managing fast-paced job sites, supervising subcontractors, ensuring safety compliance, and maintaining quality control. He is OSHA 10- and 30-hour certified and brings expertise in project layouts, field measurements, cost control, and RFI management. Known for his reliability, efficiency, and leadership, Joseph is dedicated to delivering high-quality work while fostering safe and productive job site environments.

## REPRESENTATIVE EXPERIENCE

Hidalgo County Courthouse Phase 2.1 Meander, Edinburg, TX
Texas A&M Kingsville deferred Maintenance Kingsville, TX
Quikrete, La Feria, TX
Resaca New Middle School, Los Fresnos, TX
Jubilee Leadership Academy - Brownsville, TX

## EMPLOYMENT

2021 Present — **Noble Texas Builders, LLC**
Superintendent

2010 2021 — **Macs Insulation**
Foreman/Mechanical Insulator

2020 — **BiltRite Insulation**
Foreman/Mechanical Insulator

# DANIELA REYES | ASSISTANT PROJECT MANAGER




## EDUCATION

**Bachelor of Construction Science and Management**
*UTSA University*

## CITY OF RESIDENCE

McAllen, Texas

## CERTIFICATIONS

**OSHA 30**
Fire Control Specialist
MS Office
Bluebeam
Procore
OpenSpace
Primavera P6
Autodesk

## BIOGRAPHY

**DANIELA REYES** is a construction professional with more than four years of experience supporting commercial construction projects through coordination, field support, and a strong commitment to safety. A Construction Science and Management graduate with military experience as a Fire Control Specialist, she brings discipline, precision, and leadership to fast-paced project environments.

Daniela has experience with OSHA safety standards and construction management tools, including Procore, Bluebeam Revu, and Autodesk. Known for her communication, organization, and problem-solving skills, she supports project teams in delivering safe, efficient, and high-quality outcomes while continuing to grow as a construction professional.

## REPRESENTATIVE EXPERIENCE

Hidalgo County Courthouse Phase 2.3 Demolition & Abatement, Edinburg, TX
Hidalgo County Courthouse Phase 2.1 Meander, Edinburg, TX
Repair Building 862, Randolph AFB, San Antonio, TX
North Park Lexus RGV Shop Expansion, San Juan, TX
Reno B618 MMRT Luke AFB, Luke Air Force Base, AZ

## WORK HISTORY

Present **Noble Texas Builders, LLC**
2025 Assistant Project Manager

2025 **HHI Corporation**
2024 Project Assistant - Intern

2024 **SpawGlass**
2024 Construction Management - Intern

2023 **U.S. Army Active Duty**
2020 Fire Control Specialist (MOS 13J)

# HUMBERTO MARTINEZ | PROJECT EXPEDITOR

NOBLE TENURE: 1 YR



## EDUCATION

**B.S. in Civil Engineering**
*University of Texas Rio Grande Valley*

**A.S. in Interdisciplinary Studies**
*South Texas College*

## CERTIFICATIONS

**OSHA 30**
Procore
Bluebeam
Open Space

## CITY OF RESIDENCE

Edinburg, TX

## BIOGRAPHY

**HUMBERTO MARTINEZ** joins Noble as Civil Engineering graduate from the University of Texas Rio Grande Valley with experience in construction management and project coordination as a Project Expeditor at Noble Texas Builders. Skilled in managing RFIs, submittals, project closeout documentation, and communication between project teams, subcontractors, and consultants. Technical experience includes reviewing construction documents, tracking project requirements, and supporting overall project workflow to help ensure timely and organized project execution. Highly organized and detail-oriented, with the ability to manage multiple project tasks, deadlines, and documentation requirements efficiently.

## REPRESENTATIVE EXPERIENCE

Boys & Girls Club of McAllen Center of Wellness & Opportunity Ph. 1, McAllen, TX
CDCB Samano Building Reno., Brownsville, TX

## WORK HISTORY

Present 2025 **Noble Texas Builders, LLC.**
Project Expeditor

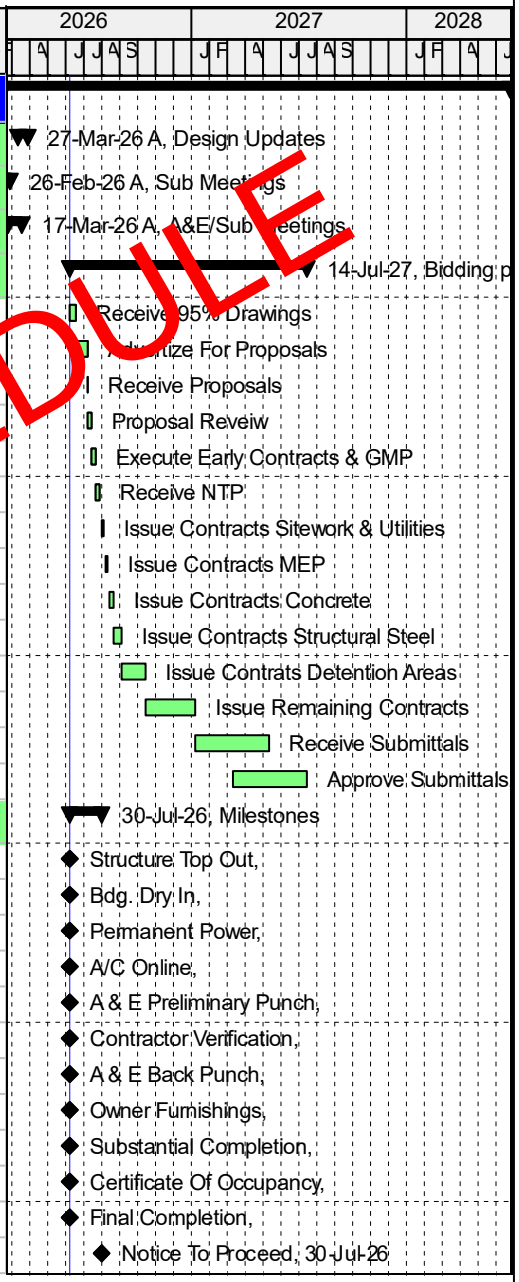
2025 **Noble Texas Builders, LLC.**
University Intern

NOBLE

# TAB 7 - PROJECT SCHEDULE



| Activity ID | Responsibility | Activity Name | Original Duration | Remaining Duration | Activity % Complete | Start | Finish | Total Float |
|---|---|---|---|---|---|---|---|---|
| **Public Safety** | | | 615 | 535 | | 16-Feb-26 A | 23-Jun-28 | 69 |
| **Design Updates** | | | 14 | 0 | | 10-Mar-26 | 27-Mar-26 | |
| **Sub Meetings** | | | 9 | 0 | | 16-Feb-26 | 26-Feb-26 | |
| **A&E/Sub Meetings** | | | 17 | 0 | | 23-Feb-26 | 17-Mar-26 | |
| **Bidding process** | | | 288 | 288 | | 08-Jun-26 | 14-Jul-27 | 316 |
| A1530 | | Receive 95% Drawings | 8 | 8 | 0% | 08-Jun-26 | 17-Jun-26 | 69 |
| A1540 | | Advertize For Proposals | 15 | 15 | 0% | 18-Jun-26 | 08-Jul-26 | 69 |
| A1550 | | Receive Proposals | 1 | 1 | 0% | 08-Jul-26 | 08-Jul-26 | 69 |
| A1560 | | Proposal Reveiw | 6 | 6 | 0% | 08-Jul-26 | 15-Jul-26 | 69 |
| A1570 | | Execute Early Contracts & GMP | 5 | 5 | 0% | 16-Jul-26 | 22-Jul-26 | 69 |
| A1580 | | Receive NTP | 5 | 5 | 0% | 23-Jul-26 | 29-Jul-26 | 69 |
| A1590 | | Issue Contracts Sitework & Utilities | 5 | 5 | 0% | 30-Jul-26 | 05-Aug-26 | 316 |
| A1600 | | Issue Contracts MEP | 5 | 5 | 0% | 06-Aug-26 | 12-Aug-26 | 316 |
| A1610 | | Issue Contracts Concrete | 5 | 5 | 0% | 13-Aug-26 | 19-Aug-26 | 316 |
| A1620 | | Issue Contracts Structural Steel | 10 | 10 | 0% | 20-Aug-26 | 02-Sep-26 | 316 |
| A1630 | | Issue Contrats Detention Areas | 30 | 30 | 0% | 03-Sep-26 | 14-Oct-26 | 316 |
| A1640 | | Issue Remaining Contracts | 60 | 60 | 0% | 15-Oct-26 | 06-Jan-27 | 316 |
| A1650 | | Receive Submittals | 90 | 90 | 0% | 07-Jan-27 | 12-May-27 | 316 |
| A1660 | | Approve Submittals, Samples & Shop | 90 | 90 | 0% | 11-Mar-27 | 14-Jul-27 | 316 |
| **Milestones** | | | 38 | 38 | | 08-Jun-26 | 30-Jul-26 | 566 |
| A1680 | | Structure Top Out | 0 | 0 | 0% | | 08-Jun-26 | 604 |
| A1690 | | Bdg. Dry In | 0 | 0 | 0% | | 08-Jun-26 | 604 |
| A1700 | | Permanent Power | 0 | 0 | 0% | | 08-Jun-26 | 604 |
| A1710 | | A/C Online | 0 | 0 | 0% | | 08-Jun-26 | 604 |
| A1720 | | A & E Preliminary Punch | 0 | 0 | 0% | | 08-Jun-26 | 604 |
| A1730 | | Contractor Verification | 0 | 0 | 0% | | 08-Jun-26 | 604 |
| A1740 | | A & E Back Punch | 0 | 0 | 0% | | 08-Jun-26 | 604 |
| A1750 | | Owner Furnishings | 0 | 0 | 0% | | 08-Jun-26 | 604 |
| A1760 | | Substantial Completion | 0 | 0 | 0% | | 08-Jun-26 | 604 |
| A1770 | | Certificate Of Occupancy | 0 | 0 | 0% | | 08-Jun-26 | 604 |
| A1780 | | Final Completion | 0 | 0 | 0% | | 08-Jun-26 | 604 |
| A1670 | | Notice To Proceed | 0 | 0 | 0% | 30-Jul-26 | | 69 |




PRELIMINARY SCHEDULE



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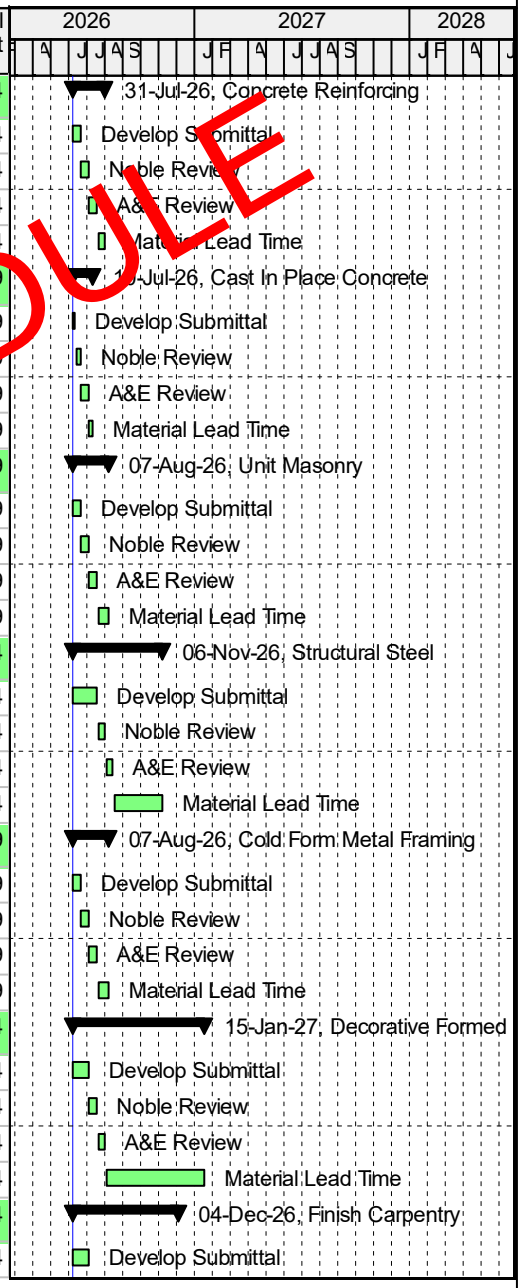
| Activity ID | Responsibility | Activity Name | Original Duration | Remaining Duration | Activity % Complete | Start | Finish | Total Float |
|---|---|---|---|---|---|---|---|---|
| **Concrete Reinforcing** | | | 40 | 40 | | 08-Jun-26 | 31-Jul-26 | 564 |
| A1790 | | Develop Submittal | 10 | 10 | 0% | 08-Jun-26 | 19-Jun-26 | 564 |
| A1800 | | Noble Review | 10 | 10 | 0% | 22-Jun-26 | 03-Jul-26 | 564 |
| A1810 | | A&E Review | 10 | 10 | 0% | 06-Jul-26 | 17-Jul-26 | 564 |
| A1820 | | Material Lead Time | 10 | 10 | 0% | 20-Jul-26 | 31-Jul-26 | 564 |
| **Cast In Place Concrete** | | | 25 | 25 | | 08-Jun-26 | 10-Jul-26 | 579 |
| A1830 | | Develop Submittal | 5 | 5 | 0% | 08-Jun-26 | 12-Jun-26 | 579 |
| A1840 | | Noble Review | 5 | 5 | 0% | 15-Jun-26 | 19-Jun-26 | 579 |
| A1850 | | A&E Review | 10 | 10 | 0% | 22-Jun-26 | 03-Jul-26 | 579 |
| A1860 | | Material Lead Time | 5 | 5 | 0% | 06-Jul-26 | 10-Jul-26 | 579 |
| **Unit Masonry** | | | 45 | 45 | | 08-Jun-26 | 07-Aug-26 | 559 |
| A1870 | | Develop Submittal | 10 | 10 | 0% | 08-Jun-26 | 19-Jun-26 | 559 |
| A1880 | | Noble Review | 10 | 10 | 0% | 22-Jun-26 | 03-Jul-26 | 559 |
| A1890 | | A&E Review | 10 | 10 | 0% | 06-Jul-26 | 17-Jul-26 | 559 |
| A1900 | | Material Lead Time | 15 | 15 | 0% | 20-Jul-26 | 07-Aug-26 | 559 |
| **Structural Steel** | | | 110 | 110 | | 08-Jun-26 | 06-Nov-26 | 494 |
| A1910 | | Develop Submittal | 30 | 30 | 0% | 08-Jun-26 | 17-Jul-26 | 494 |
| A1920 | | Noble Review | 10 | 10 | 0% | 20-Jul-26 | 31-Jul-26 | 494 |
| A1930 | | A&E Review | 10 | 10 | 0% | 03-Aug-26 | 14-Aug-26 | 494 |
| A1940 | | Material Lead Time | 60 | 60 | 0% | 17-Aug-26 | 06-Nov-26 | 494 |
| **Cold Form Metal Framing** | | | 45 | 45 | | 08-Jun-26 | 07-Aug-26 | 559 |
| A1950 | | Develop Submittal | 10 | 10 | 0% | 08-Jun-26 | 19-Jun-26 | 559 |
| A1960 | | Noble Review | 10 | 10 | 0% | 22-Jun-26 | 03-Jul-26 | 559 |
| A1970 | | A&E Review | 10 | 10 | 0% | 06-Jul-26 | 17-Jul-26 | 559 |
| A1980 | | Material Lead Time | 15 | 15 | 0% | 20-Jul-26 | 07-Aug-26 | 559 |
| **Decorative Formed Metal** | | | 160 | 160 | | 08-Jun-26 | 15-Jan-27 | 444 |
| A1990 | | Develop Submittal | 20 | 20 | 0% | 08-Jun-26 | 03-Jul-26 | 444 |
| A2000 | | Noble Review | 10 | 10 | 0% | 06-Jul-26 | 17-Jul-26 | 444 |
| A2010 | | A&E Review | 10 | 10 | 0% | 20-Jul-26 | 31-Jul-26 | 444 |
| A2020 | | Material Lead Time | 120 | 120 | 0% | 03-Aug-26 | 15-Jan-27 | 444 |
| **Finish Carpentry** | | | 130 | 130 | | 08-Jun-26 | 04-Dec-26 | 474 |
| A2030 | | Develop Submittal | 20 | 20 | 0% | 08-Jun-26 | 03-Jul-26 | 474 |




PRELIMINARY SCHEDULE



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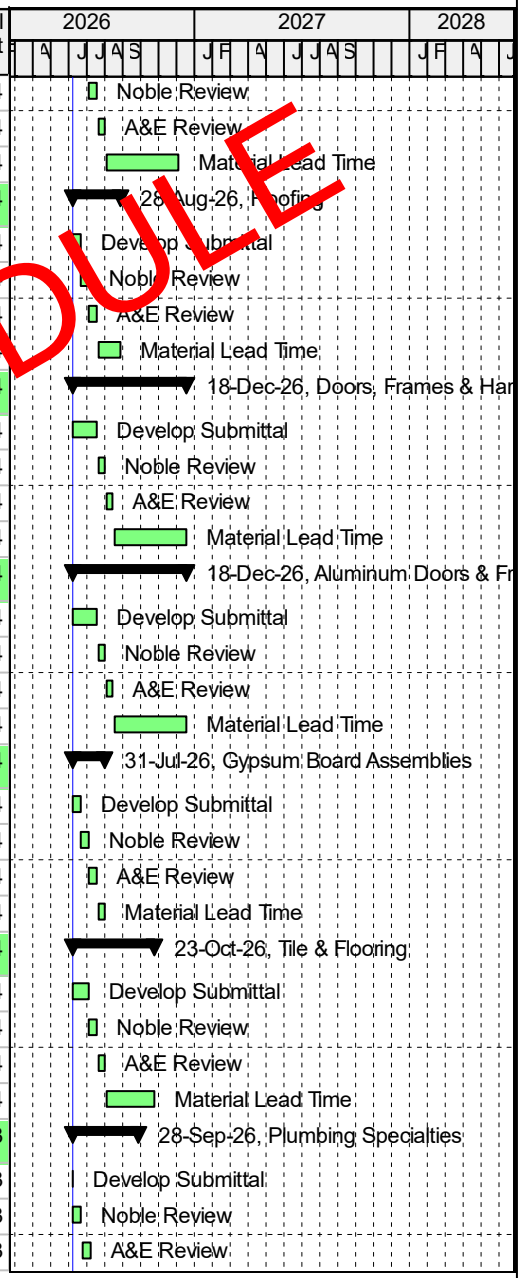
| Activity ID | Responsibility | Activity Name | Original Duration | Remaining Duration | Activity % Complete | Start | Finish | Total Float |
|---|---|---|---|---|---|---|---|---|
| A2040 | | Noble Review | 10 | 10 | 0% | 06-Jul-26 | 17-Jul-26 | 474 |
| A2050 | | A&E Review | 10 | 10 | 0% | 20-Jul-26 | 31-Jul-26 | 474 |
| A2060 | | Material Lead Time | 90 | 90 | 0% | 03-Aug-26 | 04-Dec-26 | 474 |
| **Roofing** | | | 60 | 60 | | 08-Jun-26 | 28-Aug-26 | 544 |
| A2070 | | Develop Submittal | 10 | 10 | 0% | 08-Jun-26 | 19-Jun-26 | 544 |
| A2080 | | Noble Review | 10 | 10 | 0% | 22-Jun-26 | 03-Jul-26 | 54 |
| A2090 | | A&E Review | 10 | 10 | 0% | 06-Jul-26 | 17-Jul-26 | 54 |
| A2100 | | Material Lead Time | 30 | 30 | 0% | 20-Jul-26 | 28-Aug-26 | 544 |
| **Doors, Frames & Hardware** | | | 140 | 140 | | 08-Jun-26 | 18-Dec-26 | 464 |
| A2110 | | Develop Submittal | 30 | 30 | 0% | 08-Jun-26 | 17-Jul-26 | 464 |
| A2120 | | Noble Review | 10 | 10 | 0% | 20-Jul-26 | 31-Jul-26 | 464 |
| A2130 | | A&E Review | 10 | 10 | 0% | 03-Aug-26 | 14-Aug-26 | 464 |
| A2140 | | Material Lead Time | 90 | 90 | 0% | 17-Aug-26 | 18-Dec-26 | 464 |
| **Aluminum Doors & Frames** | | | 140 | 140 | | 08-Jun-26 | 18-Dec-26 | 464 |
| A2150 | | Develop Submittal | 30 | 30 | 0% | 08-Jun-26 | 17-Jul-26 | 464 |
| A2160 | | Noble Review | 10 | 10 | 0% | 20-Jul-26 | 31-Jul-26 | 464 |
| A2170 | | A&E Review | 10 | 10 | 0% | 03-Aug-26 | 14-Aug-26 | 464 |
| A2180 | | Material Lead Time | 90 | 90 | 0% | 17-Aug-26 | 18-Dec-26 | 464 |
| **Gypsum Board Assemblies** | | | 40 | 40 | | 08-Jun-26 | 31-Jul-26 | 564 |
| A2190 | | Develop Submittal | 10 | 10 | 0% | 08-Jun-26 | 19-Jun-26 | 564 |
| A2200 | | Noble Review | 10 | 10 | 0% | 22-Jun-26 | 03-Jul-26 | 564 |
| A2210 | | A&E Review | 10 | 10 | 0% | 06-Jul-26 | 17-Jul-26 | 564 |
| A2220 | | Material Lead Time | 10 | 10 | 0% | 20-Jul-26 | 31-Jul-26 | 564 |
| **Tile & Flooring** | | | 100 | 100 | | 08-Jun-26 | 23-Oct-26 | 504 |
| A2230 | | Develop Submittal | 20 | 20 | 0% | 08-Jun-26 | 03-Jul-26 | 504 |
| A2240 | | Noble Review | 10 | 10 | 0% | 06-Jul-26 | 17-Jul-26 | 504 |
| A2250 | | A&E Review | 10 | 10 | 0% | 20-Jul-26 | 31-Jul-26 | 504 |
| A2260 | | Material Lead Time | 60 | 60 | 0% | 03-Aug-26 | 23-Oct-26 | 504 |
| **Plumbing Specialties** | | | 81 | 81 | | 08-Jun-26 | 28-Sep-26 | 523 |
| A2270 | | Develop Submittal | 1 | 1 | 0% | 08-Jun-26 | 08-Jun-26 | 523 |
| A2280 | | Noble Review | 10 | 10 | 0% | 09-Jun-26 | 22-Jun-26 | 523 |
| A2290 | | A&E Review | 10 | 10 | 0% | 23-Jun-26 | 06-Jul-26 | 523 |




PRELIMINARY SCHEDULE



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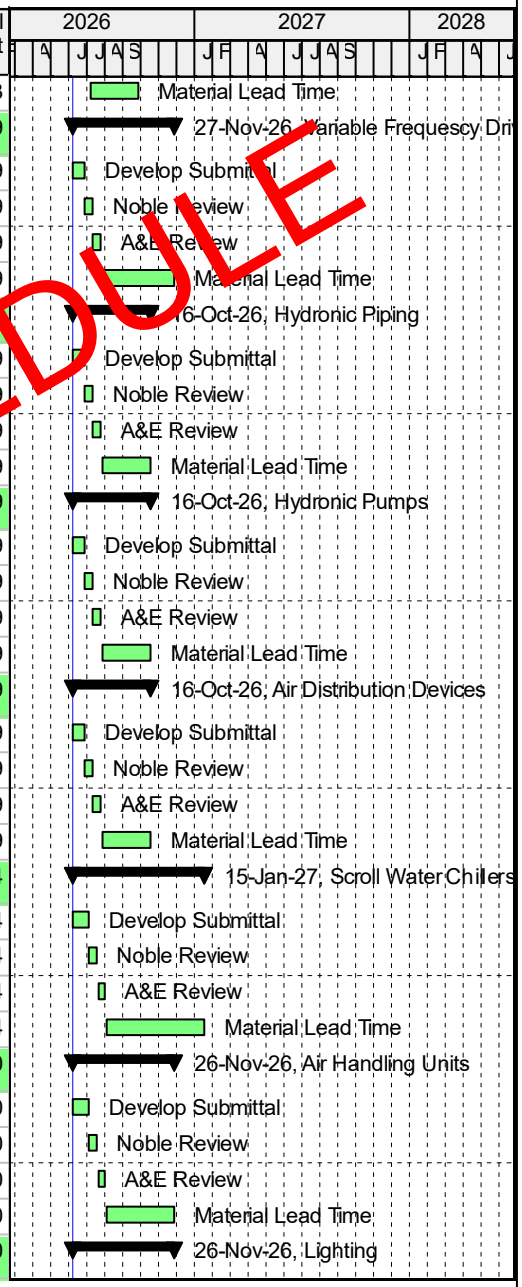
| Activity ID | Responsibility | Activity Name | Original Duration | Remaining Duration | Activity % Complete | Start | Finish | Total Float |
|---|---|---|---|---|---|---|---|---|
| A2300 | | Material Lead Time | 60 | 60 | 0% | 07-Jul-26 | 28-Sep-26 | 523 |
| **Variable Frequesncy Drives** | | | 125 | 125 | | 08-Jun-26 | 27-Nov-26 | 479 |
| A2310 | | Develop Submittal | 15 | 15 | 0% | 08-Jun-26 | 26-Jun-26 | 479 |
| A2320 | | Noble Review | 10 | 10 | 0% | 29-Jun-26 | 10-Jul-26 | 479 |
| A2330 | | A&E Review | 10 | 10 | 0% | 13-Jul-26 | 24-Jul-26 | 479 |
| A2340 | | Material Lead Time | 90 | 90 | 0% | 27-Jul-26 | 27-Nov-26 | 479 |
| **Hydronic Piping** | | | 95 | 95 | | 08-Jun-26 | 16-Oct-26 | 509 |
| A2350 | | Develop Submittal | 15 | 15 | 0% | 08-Jun-26 | 26-Jun-26 | 509 |
| A2360 | | Noble Review | 10 | 10 | 0% | 29-Jun-26 | 10-Jul-26 | 509 |
| A2370 | | A&E Review | 10 | 10 | 0% | 13-Jul-26 | 24-Jul-26 | 509 |
| A2380 | | Material Lead Time | 60 | 60 | 0% | 27-Jul-26 | 16-Oct-26 | 509 |
| **Hydronic Pumps** | | | 95 | 95 | | 08-Jun-26 | 16-Oct-26 | 509 |
| A2390 | | Develop Submittal | 15 | 15 | 0% | 08-Jun-26 | 26-Jun-26 | 509 |
| A2400 | | Noble Review | 10 | 10 | 0% | 29-Jun-26 | 10-Jul-26 | 509 |
| A2410 | | A&E Review | 10 | 10 | 0% | 13-Jul-26 | 24-Jul-26 | 509 |
| A2420 | | Material Lead Time | 60 | 60 | 0% | 27-Jul-26 | 16-Oct-26 | 509 |
| **Air Distribution Devices** | | | 95 | 95 | | 08-Jun-26 | 16-Oct-26 | 509 |
| A2430 | | Develop Submittal | 15 | 15 | 0% | 08-Jun-26 | 26-Jun-26 | 509 |
| A2440 | | Noble Review | 10 | 10 | 0% | 29-Jun-26 | 10-Jul-26 | 509 |
| A2450 | | A&E Review | 10 | 10 | 0% | 13-Jul-26 | 24-Jul-26 | 509 |
| A2460 | | Material Lead Time | 60 | 60 | 0% | 27-Jul-26 | 16-Oct-26 | 509 |
| **Scroll Water Chillers** | | | 160 | 160 | | 08-Jun-26 | 15-Jan-27 | 444 |
| A2470 | | Develop Submittal | 20 | 20 | 0% | 08-Jun-26 | 03-Jul-26 | 444 |
| A2480 | | Noble Review | 10 | 10 | 0% | 06-Jul-26 | 17-Jul-26 | 444 |
| A2490 | | A&E Review | 10 | 10 | 0% | 20-Jul-26 | 31-Jul-26 | 444 |
| A2500 | | Material Lead Time | 120 | 120 | 0% | 03-Aug-26 | 15-Jan-27 | 444 |
| **Air Handling Units** | | | 124 | 124 | | 08-Jun-26 | 26-Nov-26 | 480 |
| A2510 | | Develop Submittal | 20 | 20 | 0% | 08-Jun-26 | 03-Jul-26 | 480 |
| A2520 | | Noble Review | 10 | 10 | 0% | 06-Jul-26 | 17-Jul-26 | 480 |
| A2530 | | A&E Review | 10 | 10 | 0% | 20-Jul-26 | 31-Jul-26 | 480 |
| A2540 | | Material Lead Time | 84 | 84 | 0% | 03-Aug-26 | 26-Nov-26 | 480 |
| **Lighting** | | | 124 | 124 | | 08-Jun-26 | 26-Nov-26 | 480 |




PRELIMINARY SCHEDULE



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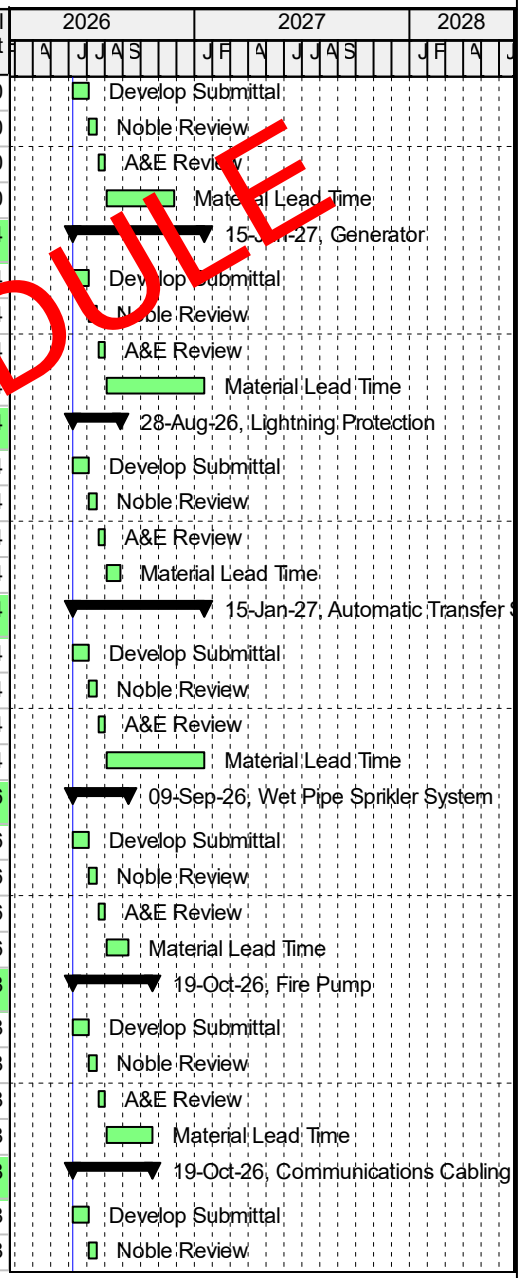
| Activity ID | Responsibility | Activity Name | Original Duration | Remaining Duration | Activity % Complete | Start | Finish | Total Float |
|---|---|---|---|---|---|---|---|---|
| A2550 | | Develop Submittal | 20 | 20 | 0% | 08-Jun-26 | 03-Jul-26 | 480 |
| A2560 | | Noble Review | 10 | 10 | 0% | 06-Jul-26 | 17-Jul-26 | 480 |
| A2570 | | A&E Review | 10 | 10 | 0% | 20-Jul-26 | 31-Jul-26 | 480 |
| A2580 | | Material Lead Time | 84 | 84 | 0% | 03-Aug-26 | 26-Nov-26 | 480 |
| **Generator** | | | 160 | 160 | | 08-Jun-26 | 15-Jan-27 | 444 |
| A2590 | | Develop Submittal | 20 | 20 | 0% | 08-Jun-26 | 03-Jul-26 | 444 |
| A2600 | | Noble Review | 10 | 10 | 0% | 06-Jul-26 | 17-Jul-26 | 444 |
| A2610 | | A&E Review | 10 | 10 | 0% | 20-Jul-26 | 31-Jul-26 | 444 |
| A2620 | | Material Lead Time | 120 | 120 | 0% | 03-Aug-26 | 15-Jan-27 | 444 |
| **Lightning Protection** | | | 60 | 60 | | 08-Jun-26 | 28-Aug-26 | 544 |
| A2630 | | Develop Submittal | 20 | 20 | 0% | 08-Jun-26 | 03-Jul-26 | 544 |
| A2640 | | Noble Review | 10 | 10 | 0% | 06-Jul-26 | 17-Jul-26 | 544 |
| A2650 | | A&E Review | 10 | 10 | 0% | 20-Jul-26 | 31-Jul-26 | 544 |
| A2660 | | Material Lead Time | 20 | 20 | 0% | 03-Aug-26 | 28-Aug-26 | 544 |
| **Automatic Transfer Switch** | | | 160 | 160 | | 08-Jun-26 | 15-Jan-27 | 444 |
| A2670 | | Develop Submittal | 20 | 20 | 0% | 08-Jun-26 | 03-Jul-26 | 444 |
| A2680 | | Noble Review | 10 | 10 | 0% | 06-Jul-26 | 17-Jul-26 | 444 |
| A2690 | | A&E Review | 10 | 10 | 0% | 20-Jul-26 | 31-Jul-26 | 444 |
| A2700 | | Material Lead Time | 120 | 120 | 0% | 03-Aug-26 | 15-Jan-27 | 444 |
| **Wet Pipe Sprikler System** | | | 68 | 68 | | 08-Jun-26 | 09-Sep-26 | 536 |
| A2710 | | Develop Submittal | 20 | 20 | 0% | 08-Jun-26 | 03-Jul-26 | 536 |
| A2720 | | Noble Review | 10 | 10 | 0% | 06-Jul-26 | 17-Jul-26 | 536 |
| A2730 | | A&E Review | 10 | 10 | 0% | 20-Jul-26 | 31-Jul-26 | 536 |
| A2740 | | Material Lead Time | 28 | 28 | 0% | 03-Aug-26 | 09-Sep-26 | 536 |
| **Fire Pump** | | | 96 | 96 | | 08-Jun-26 | 19-Oct-26 | 508 |
| A2750 | | Develop Submittal | 20 | 20 | 0% | 08-Jun-26 | 03-Jul-26 | 508 |
| A2760 | | Noble Review | 10 | 10 | 0% | 06-Jul-26 | 17-Jul-26 | 508 |
| A2770 | | A&E Review | 10 | 10 | 0% | 20-Jul-26 | 31-Jul-26 | 508 |
| A2780 | | Material Lead Time | 56 | 56 | 0% | 03-Aug-26 | 19-Oct-26 | 508 |
| **Communications Cabling** | | | 96 | 96 | | 08-Jun-26 | 19-Oct-26 | 508 |
| A2790 | | Develop Submittal | 20 | 20 | 0% | 08-Jun-26 | 03-Jul-26 | 508 |
| A2800 | | Noble Review | 10 | 10 | 0% | 06-Jul-26 | 17-Jul-26 | 508 |




PRELIMINARY SCHEDULE

Longest Path
Actual Work
Actual Level of Effort
Remaining Work



TASK filter: All Activities

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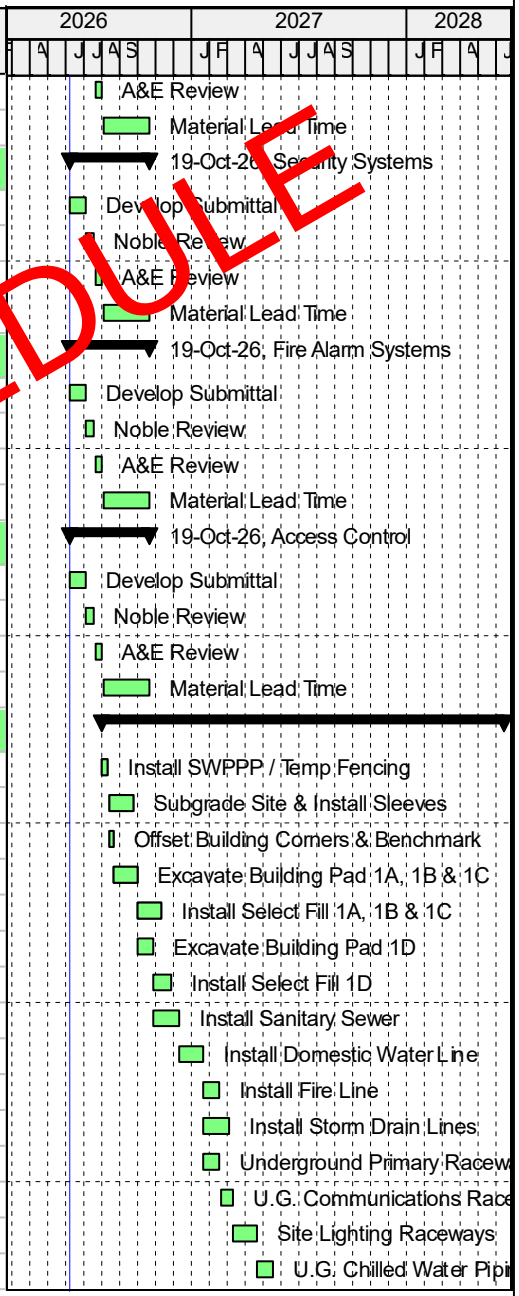
| Activity ID | Responsibility | Activity Name | Original Duration | Remaining Duration | Activity % Complete | Start | Finish | Total Float |
|---|---|---|---|---|---|---|---|---|
| A2810 | | A&E Review | 10 | 10 | 0% | 20-Jul-26 | 31-Jul-26 | 508 |
| A2820 | | Material Lead Time | 56 | 56 | 0% | 03-Aug-26 | 19-Oct-26 | 508 |
| **Security Systems** | | | 96 | 96 | | 08-Jun-26 | 19-Oct-26 | 508 |
| A2830 | | Develop Submittal | 20 | 20 | 0% | 08-Jun-26 | 03-Jul-26 | 508 |
| A2840 | | Noble Review | 10 | 10 | 0% | 06-Jul-26 | 17-Jul-26 | 508 |
| A2850 | | A&E Review | 10 | 10 | 0% | 20-Jul-26 | 31-Jul-26 | 508 |
| A2860 | | Material Lead Time | 56 | 56 | 0% | 03-Aug-26 | 19-Oct-26 | 508 |
| **Fire Alarm Systems** | | | 96 | 96 | | 08-Jun-26 | 19-Oct-26 | 508 |
| A2870 | | Develop Submittal | 20 | 20 | 0% | 08-Jun-26 | 03-Jul-26 | 508 |
| A2880 | | Noble Review | 10 | 10 | 0% | 06-Jul-26 | 17-Jul-26 | 508 |
| A2890 | | A&E Review | 10 | 10 | 0% | 20-Jul-26 | 31-Jul-26 | 508 |
| A2900 | | Material Lead Time | 56 | 56 | 0% | 03-Aug-26 | 19-Oct-26 | 508 |
| **Access Control** | | | 96 | 96 | | 08-Jun-26 | 19-Oct-26 | 508 |
| A2910 | | Develop Submittal | 20 | 20 | 0% | 08-Jun-26 | 03-Jul-26 | 508 |
| A2920 | | Noble Review | 10 | 10 | 0% | 06-Jul-26 | 17-Jul-26 | 508 |
| A2930 | | A&E Review | 10 | 10 | 0% | 20-Jul-26 | 31-Jul-26 | 508 |
| A2940 | | Material Lead Time | 56 | 56 | 0% | 03-Aug-26 | 19-Oct-26 | 508 |
| **Sitework** | | | 489 | 489 | | 30-Jul-26 | 13-Jun-28 | 77 |
| A2945 | PKG I | Install SWPPP / Temp Fencing | 10 | 10 | 0% | 30-Jul-26 | 12-Aug-26 | 69 |
| A2950 | PKG I | Subgrade Site & Install Sleeves | 30 | 30 | 0% | 13-Aug-26 | 23-Sep-26 | 69 |
| A2960 | PKG I | Offset Building Corners & Benchmark | 5 | 5 | 0% | 13-Aug-26 | 19-Aug-26 | 69 |
| A2970 | PKG I | Excavate Building Pad 1A, 1B & 1C | 30 | 30 | 0% | 20-Aug-26 | 30-Sep-26 | 69 |
| A2980 | PKG I | Install Select Fill 1A, 1B & 1C | 30 | 30 | 0% | 01-Oct-26 | 11-Nov-26 | 69 |
| A2990 | PKG I | Excavate Building Pad 1D | 20 | 20 | 0% | 01-Oct-26 | 28-Oct-26 | 77 |
| A3000 | PKG I | Install Select Fill 1D | 20 | 20 | 0% | 29-Oct-26 | 25-Nov-26 | 77 |
| A3010 | PKG I | Install Sanitary Sewer | 30 | 30 | 0% | 29-Oct-26 | 09-Dec-26 | 77 |
| A3020 | PKG I | Install Domestic Water Line | 30 | 30 | 0% | 10-Dec-26 | 20-Jan-27 | 77 |
| A3030 | PKG I | Install Fire Line | 20 | 20 | 0% | 21-Jan-27 | 17-Feb-27 | 77 |
| A3040 | PKG I | Install Storm Drain Lines | 30 | 30 | 0% | 21-Jan-27 | 03-Mar-27 | 77 |
| A3050 | PKGII | Underground Primary Raceway | 20 | 20 | 0% | 21-Jan-27 | 17-Feb-27 | 77 |
| A3060 | PKGII | U.G. Communications Raceways | 15 | 15 | 0% | 18-Feb-27 | 10-Mar-27 | 77 |
| A3070 | PKGII | Site Lighting Raceways | 30 | 30 | 0% | 11-Mar-27 | 21-Apr-27 | 77 |
| A3080 | PKGII | U.G. Chilled Water Piping | 20 | 20 | 0% | 22-Apr-27 | 19-May-27 | 77 |




PRELIMINARY SCHEDULE



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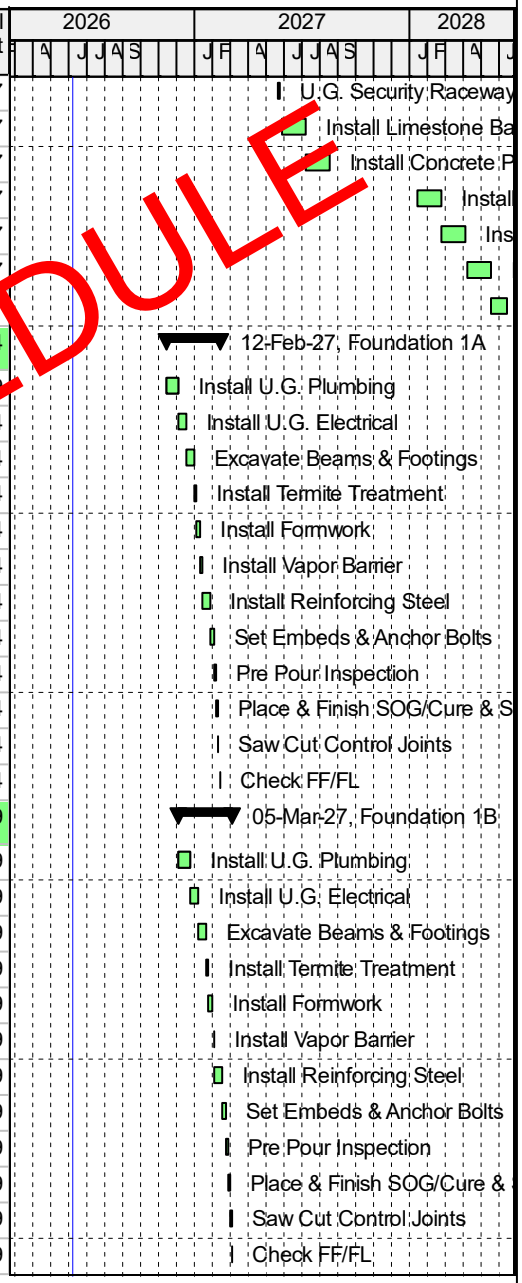
| Activity ID | Responsib | Activity Name | Original Duration | Remaining Duration | Activity % Complete | Start | Finish | Total Float |
|---|---|---|---|---|---|---|---|---|
| A3090 | PKGII | U.G. Security Raceways | 5 | 5 | 0% | 20-May-27 | 26-May-27 | 77 |
| A3100 | PKGII | Install Limestone Base | 30 | 30 | 0% | 27-May-27 | 07-Jul-27 | 77 |
| A3110 | PKGII | Install Concrete Paving | 30 | 30 | 0% | 08-Jul-27 | 18-Aug-27 | 77 |
| A3120 | PKGII | Install Irrigation | 30 | 30 | 0% | 12-Jan-28 | 22-Feb-28 | 77 |
| A3130 | PKGII | Install Landscaping & Site Furnishing | 30 | 30 | 0% | 23-Feb-28 | 04-Apr-28 | 77 |
| A3140 | PKGII | Install Site Fencing, Gates & Security | 30 | 30 | 0% | 05-Apr-28 | 16-May-28 | 77 |
| A3150 | PKGII | Install Stripig & Signage | 20 | 20 | 0% | 17-May-28 | 13-Jun-28 | 77 |
| **Foundation 1A** | | | 67 | 67 | | 12-Nov-26 | 12-Feb-27 | 324 |
| A3160 | Plumb | Install U.G. Plumbing | 15 | 15 | 0% | 12-Nov-26 | 02-Dec-26 | 69 |
| A3170 | | Install U.G. Electrical | 10 | 10 | 0% | 03-Dec-26 | 16-Dec-26 | 324 |
| A3180 | | Excavate Beams & Footings | 10 | 10 | 0% | 17-Dec-26 | 30-Dec-26 | 324 |
| A3190 | | Install Termite Treatment | 2 | 2 | 0% | 31-Dec-26 | 01-Jan-27 | 324 |
| A3200 | | Install Formwork | 5 | 5 | 0% | 04-Jan-27 | 08-Jan-27 | 324 |
| A3210 | | Install Vapor Barrier | 2 | 2 | 0% | 11-Jan-27 | 12-Jan-27 | 324 |
| A3220 | | Install Reinforcing Steel | 10 | 10 | 0% | 13-Jan-27 | 26-Jan-27 | 324 |
| A3230 | | Set Embeds & Anchor Bolts | 5 | 5 | 0% | 27-Jan-27 | 02-Feb-27 | 324 |
| A3240 | | Pre Pour Inspection | 2 | 2 | 0% | 03-Feb-27 | 04-Feb-27 | 324 |
| A3250 | | Place & Finish SOG/Cure & Seal | 2 | 2 | 0% | 05-Feb-27 | 08-Feb-27 | 324 |
| A3260 | | Saw Cut Control Joints | 2 | 2 | 0% | 09-Feb-27 | 10-Feb-27 | 324 |
| A3330 | | Check FF/FL | 2 | 2 | 0% | 11-Feb-27 | 12-Feb-27 | 324 |
| **Foundation 1B** | | | 67 | 67 | | 03-Dec-26 | 05-Mar-27 | 409 |
| A3340 | | Install U.G. Plumbing | 15 | 15 | 0% | 03-Dec-26 | 23-Dec-26 | 69 |
| A3350 | | Install U.G. Electrical | 10 | 10 | 0% | 24-Dec-26 | 06-Jan-27 | 409 |
| A3360 | | Excavate Beams & Footings | 10 | 10 | 0% | 07-Jan-27 | 20-Jan-27 | 409 |
| A3370 | | Install Termite Treatment | 2 | 2 | 0% | 21-Jan-27 | 22-Jan-27 | 409 |
| A3380 | | Install Formwork | 5 | 5 | 0% | 25-Jan-27 | 29-Jan-27 | 409 |
| A3390 | | Install Vapor Barrier | 2 | 2 | 0% | 01-Feb-27 | 02-Feb-27 | 409 |
| A3400 | | Install Reinforcing Steel | 10 | 10 | 0% | 03-Feb-27 | 16-Feb-27 | 409 |
| A3410 | | Set Embeds & Anchor Bolts | 5 | 5 | 0% | 17-Feb-27 | 23-Feb-27 | 409 |
| A3420 | | Pre Pour Inspection | 2 | 2 | 0% | 24-Feb-27 | 25-Feb-27 | 409 |
| A3430 | | Place & Finish SOG/Cure & Seal | 2 | 2 | 0% | 26-Feb-27 | 01-Mar-27 | 409 |
| A3440 | | Saw Cut Control Joints | 2 | 2 | 0% | 02-Mar-27 | 03-Mar-27 | 409 |
| A3450 | | Check FF/FL | 2 | 2 | 0% | 04-Mar-27 | 05-Mar-27 | 409 |




PRELIMINARY SCHEDULE



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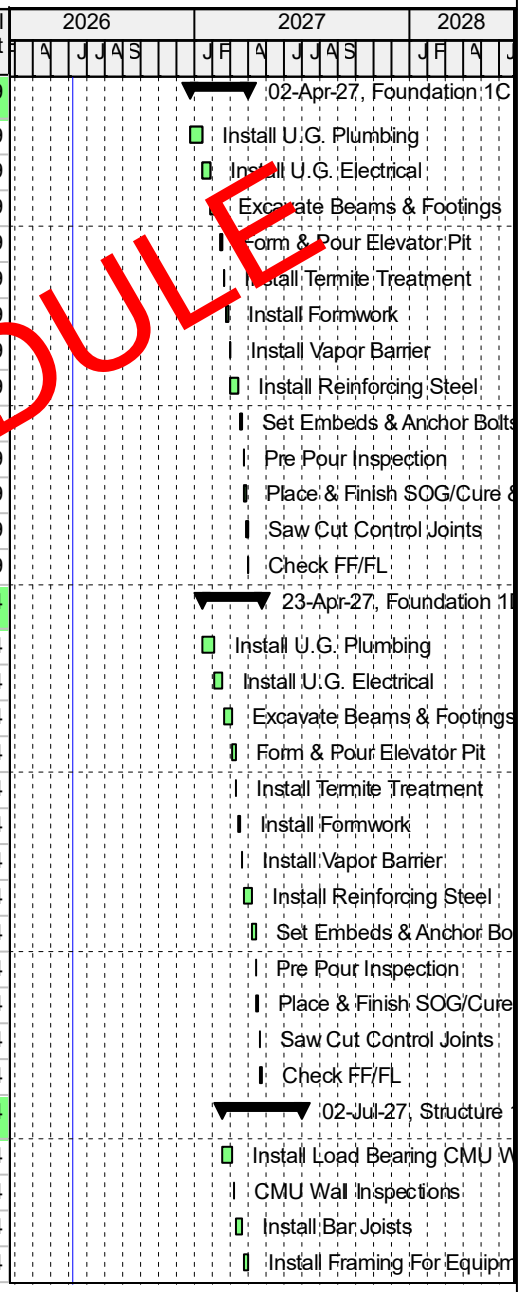
| Activity ID | Responsibility | Activity Name | Original Duration | Remaining Duration | Activity % Complete | Start | Finish | Total Float |
|---|---|---|---|---|---|---|---|---|
| **Foundation 1C** | | | 72 | 72 | | 24-Dec-26 | 02-Apr-27 | 69 |
| A3460 | | Install U.G. Plumbing | 15 | 15 | 0% | 24-Dec-26 | 13-Jan-27 | 69 |
| A3470 | | Install U.G. Electrical | 10 | 10 | 0% | 14-Jan-27 | 27-Jan-27 | 69 |
| A3480 | | Excavate Beams & Footings | 10 | 10 | 0% | 28-Jan-27 | 10-Feb-27 | 69 |
| A3485 | | Form & Pour Elevator Pit | 5 | 5 | 0% | 11-Feb-27 | 17-Feb-27 | 69 |
| A3490 | | Install Termite Treatment | 2 | 2 | 0% | 18-Feb-27 | 19-Feb-27 | 69 |
| A3500 | | Install Formwork | 5 | 5 | 0% | 22-Feb-27 | 26-Feb-27 | 69 |
| A3510 | | Install Vapor Barrier | 2 | 2 | 0% | 01-Mar-27 | 02-Mar-27 | 69 |
| A3520 | | Install Reinforcing Steel | 10 | 10 | 0% | 03-Mar-27 | 16-Mar-27 | 69 |
| A3530 | | Set Embeds & Anchor Bolts | 5 | 5 | 0% | 17-Mar-27 | 23-Mar-27 | 6 |
| A3540 | | Pre Pour Inspection | 2 | 2 | 0% | 24-Mar-27 | 25-Mar-27 | 69 |
| A3550 | | Place & Finish SOG/Cure & Seal | 2 | 2 | 0% | 26-Mar-27 | 29-Mar-27 | 69 |
| A3560 | | Saw Cut Control Joints | 2 | 2 | 0% | 30-Mar-27 | 31-Mar-27 | 69 |
| A3570 | | Check FF/FL | 2 | 2 | 0% | 01-Apr-27 | 02-Apr-27 | 69 |
| **Foundation 1D** | | | 72 | 72 | | 14-Jan-27 | 23-Apr-27 | 374 |
| A3580 | | Install U.G. Plumbing | 15 | 15 | 0% | 14-Jan-27 | 03-Feb-27 | 374 |
| A3590 | | Install U.G. Electrical | 10 | 10 | 0% | 04-Feb-27 | 17-Feb-27 | 374 |
| A3600 | | Excavate Beams & Footings | 10 | 10 | 0% | 18-Feb-27 | 03-Mar-27 | 374 |
| A3605 | | Form & Pour Elevator Pit | 5 | 5 | 0% | 04-Mar-27 | 10-Mar-27 | 374 |
| A3610 | | Install Termite Treatment | 2 | 2 | 0% | 11-Mar-27 | 12-Mar-27 | 374 |
| A3620 | | Install Formwork | 5 | 5 | 0% | 15-Mar-27 | 19-Mar-27 | 374 |
| A3630 | | Install Vapor Barrier | 2 | 2 | 0% | 22-Mar-27 | 23-Mar-27 | 374 |
| A3640 | | Install Reinforcing Steel | 10 | 10 | 0% | 24-Mar-27 | 06-Apr-27 | 374 |
| A3650 | | Set Embeds & Anchor Bolts | 5 | 5 | 0% | 07-Apr-27 | 13-Apr-27 | 374 |
| A3660 | | Pre Pour Inspection | 2 | 2 | 0% | 14-Apr-27 | 15-Apr-27 | 374 |
| A3670 | | Place & Finish SOG/Cure & Seal | 2 | 2 | 0% | 16-Apr-27 | 19-Apr-27 | 374 |
| A3680 | | Saw Cut Control Joints | 2 | 2 | 0% | 20-Apr-27 | 21-Apr-27 | 374 |
| A3690 | | Check FF/FL | 2 | 2 | 0% | 22-Apr-27 | 23-Apr-27 | 374 |
| **Structure 1A** | | | 100 | 100 | | 15-Feb-27 | 02-Jul-27 | 324 |
| A3700 | | Install Load Bearing CMU Walls | 15 | 15 | 0% | 15-Feb-27 | 05-Mar-27 | 324 |
| A3705 | | CMU Wall Inspections | 2 | 2 | 0% | 08-Mar-27 | 09-Mar-27 | 324 |
| A3710 | | Install Bar Joists | 10 | 10 | 0% | 10-Mar-27 | 23-Mar-27 | 324 |
| A3720 | | Install Framing For Equipment | 5 | 5 | 0% | 24-Mar-27 | 30-Mar-27 | 324 |




PRELIMINARY SCHEDULE



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| Activity ID | Responsibility | Activity Name | Original Duration | Remaining Duration | Activity % Complete | Start | Finish | Total Float |
|---|---|---|---|---|---|---|---|---|
| A3730 | | Install Pre Engineered Columns & Fr | 15 | 15 | 0% | 31-Mar-27 | 20-Apr-27 | 324 |
| A3740 | | Install Z Purlins @ Vehicle Storage C | 5 | 5 | 0% | 21-Apr-27 | 27-Apr-27 | 324 |
| A3750 | | Install Outriggers, Bridging & Braces | 10 | 10 | 0% | 28-Apr-27 | 11-May-27 | 324 |
| A3760 | | Structural Steel Inspections | 2 | 2 | 0% | 12-May-27 | 13-May-27 | 324 |
| A3765 | | Structural Steel Repairs & Final Inspe | 2 | 2 | 0% | 14-May-27 | 17-May-27 | 324 |
| A3770 | | Install Metal Decking | 10 | 10 | 0% | 18-May-27 | 31-May-27 | 324 |
| A3780 | | Structural Steel Inspections | 2 | 2 | 0% | 01-Jun-27 | 02-Jun-27 | 324 |
| A3790 | | Clean & Paint All Welds | 2 | 2 | 0% | 03-Jun-27 | 04-Jun-27 | 324 |
| A3800 | | Install Parapet CMU W/J Bolts & Bor | 10 | 10 | 0% | 07-Jun-27 | 18-Jun-27 | 324 |
| A3810 | | Install Wood Blocking & Low Level R | 10 | 10 | 0% | 21-Jun-27 | 02-Jul-27 | 324 |
| **Structure 1B Low Roof Framing** | | | 83 | 83 | | 08-Mar-27 | 30-Jun-27 | 326 |
| A3820 | | Install Load Bearing CMU Walls | 15 | 15 | 0% | 08-Mar-27 | 2[illegible]-Mar-27 | 326 |
| A3830 | | CMU Wall Inspections | 2 | 2 | 0% | 29-Mar-27 | 30-Mar-27 | 326 |
| A3840 | | Install Bar Joists | 10 | 10 | 0% | 31-Mar-27 | 13-Apr-27 | 326 |
| A3850 | | Install Framing For Equipment | 5 | 5 | 0% | 14-Apr-27 | 20-Apr-27 | 326 |
| A3880 | | Install Outriggers, Bridging & Braces | 10 | 10 | 0% | 21-Apr-27 | 04-May-27 | 326 |
| A3890 | | Structural Steel Inspections | 2 | 2 | 0% | 05-May-27 | 06-May-27 | 326 |
| A3900 | | Structural Steel Repairs & Final Inspe | 2 | 2 | 0% | 07-May-27 | 10-May-27 | 326 |
| A3910 | | Install Metal Decking | 10 | 10 | 0% | 11-May-27 | 24-May-27 | 326 |
| A3920 | | Structural Steel Inspections | 2 | 2 | 0% | 25-May-27 | 26-May-27 | 326 |
| A3930 | | Clean & Paint All Welds | 5 | 5 | 0% | 27-May-27 | 02-Jun-27 | 326 |
| A3940 | | Install Parapet CMU W/J Bolts & Bor | 10 | 10 | 0% | 03-Jun-27 | 16-Jun-27 | 326 |
| A3950 | | Install Wood Blocking & Low Level R | 10 | 10 | 0% | 17-Jun-27 | 30-Jun-27 | 326 |
| **Structure 1C** | | | 58 | 58 | | 05-Apr-27 | 23-Jun-27 | 331 |
| A3960 | | Install Columns | 10 | 10 | 0% | 05-Apr-27 | 16-Apr-27 | 69 |
| A3970 | | Install Beams & Plumb Steel | 10 | 10 | 0% | 19-Apr-27 | 30-Apr-27 | 69 |
| A3980 | | Install Bar Joists | 10 | 10 | 0% | 03-May-27 | 14-May-27 | 69 |
| A3990 | | Install Framing For Equipment | 5 | 5 | 0% | 17-May-27 | 21-May-27 | 331 |
| A4020 | | Install Outriggers, Bridging & Braces | 5 | 5 | 0% | 24-May-27 | 28-May-27 | 331 |
| A4030 | | Structural Steel Inspections | 2 | 2 | 0% | 31-May-27 | 01-Jun-27 | 331 |
| A4040 | | Install Metal Stairs | 2 | 2 | 0% | 02-Jun-27 | 03-Jun-27 | 331 |
| A4050 | | Install Metal Decking | 10 | 10 | 0% | 04-Jun-27 | 17-Jun-27 | 331 |
| A4060 | | Structural Steel Inspections | 2 | 2 | 0% | 18-Jun-27 | 21-Jun-27 | 331 |

PRELIMINARY SCHEDULE



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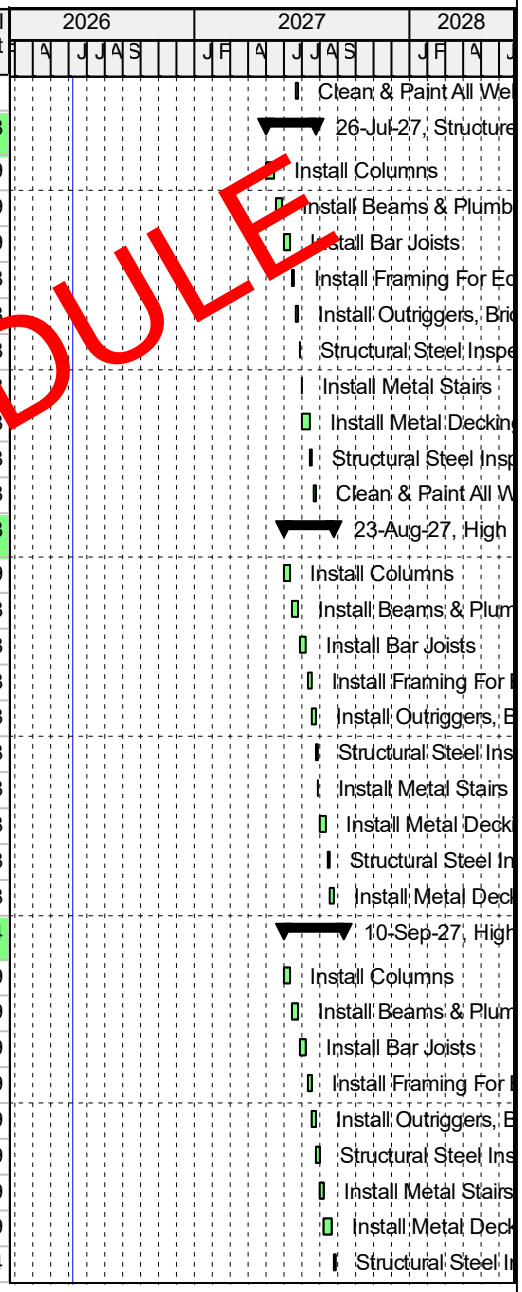
| Activity ID | Responsibility | Activity Name | Original Duration | Remaining Duration | Activity % Complete | Start | Finish | Total Float |
|---|---|---|---|---|---|---|---|---|
| A4070 | | Clean & Paint All Welds | 2 | 2 | 0% | 22-Jun-27 | 23-Jun-27 | 331 |
| **Structure 1D** | | | 61 | 61 | | 03-May-27 | 26-Jul-27 | 308 |
| A4100 | | Install Columns | 10 | 10 | 0% | 03-May-27 | 14-May-27 | 69 |
| A4110 | | Install Beams & Plumb Steel | 10 | 10 | 0% | 17-May-27 | 28-May-27 | 69 |
| A4120 | | Install Bar Joists | 10 | 10 | 0% | 31-May-27 | 11-Jun-27 | 69 |
| A4130 | | Install Framing For Equipment | 5 | 5 | 0% | 14-Jun-27 | 18-Jun-27 | 308 |
| A4160 | | Install Outriggers, Bridging & Braces | 5 | 5 | 0% | 21-Jun-27 | 25-Jun-27 | 308 |
| A4170 | | Structural Steel Inspections | 2 | 2 | 0% | 28-Jun-27 | 29-Jun-27 | 308 |
| A4180 | | Install Metal Stairs | 2 | 2 | 0% | 30-Jun-27 | 01-Jul-27 | 308 |
| A4190 | | Install Metal Decking | 10 | 10 | 0% | 02-Jul-27 | 15-Jul-27 | 308 |
| A4200 | | Structural Steel Inspections | 2 | 2 | 0% | 16-Jul-27 | 19-Jul-27 | 308 |
| A4210 | | Clean & Paint All Welds | 5 | 5 | 0% | 20-Jul-27 | 26-Jul-27 | 308 |
| **High Roof Structure 2C** | | | 61 | 61 | | 04-May-27 | 23-Aug-27 | 288 |
| A4220 | | Install Columns | 10 | 10 | 0% | 04-May-27 | 11-Jun-27 | 69 |
| A4230 | | Install Beams & Plumb Steel | 10 | 10 | 0% | 14-Jun-27 | 25-Jun-27 | 288 |
| A4240 | | Install Bar Joists | 10 | 10 | 0% | 28-Jun-27 | 09-Jul-27 | 288 |
| A4250 | | Install Framing For Equipment | 5 | 5 | 0% | 12-Jul-27 | 16-Jul-27 | 288 |
| A4260 | | Install Outriggers, Bridging & Braces | 5 | 5 | 0% | 19-Jul-27 | 23-Jul-27 | 288 |
| A4270 | | Structural Steel Inspections | 2 | 2 | 0% | 26-Jul-27 | 27-Jul-27 | 288 |
| A4280 | | Install Metal Stairs | 2 | 2 | 0% | 28-Jul-27 | 29-Jul-27 | 288 |
| A4290 | | Install Metal Decking @ 2nd Floor | 10 | 10 | 0% | 30-Jul-27 | 12-Aug-27 | 288 |
| A4300 | | Structural Steel Inspections | 2 | 2 | 0% | 13-Aug-27 | 16-Aug-27 | 288 |
| A4310 | | Install Metal Decking @ Roof Level | 5 | 5 | 0% | 17-Aug-27 | 23-Aug-27 | 288 |
| **High Roof Structure 2D** | | | 75 | 75 | | 31-May-27 | 10-Sep-27 | 274 |
| A4320 | | Install Columns | 10 | 10 | 0% | 31-May-27 | 11-Jun-27 | 69 |
| A4330 | | Install Beams & Plumb Steel | 10 | 10 | 0% | 14-Jun-27 | 25-Jun-27 | 69 |
| A4340 | | Install Bar Joists | 10 | 10 | 0% | 28-Jun-27 | 09-Jul-27 | 69 |
| A4350 | | Install Framing For Equipment | 5 | 5 | 0% | 12-Jul-27 | 16-Jul-27 | 69 |
| A4360 | | Install Outriggers, Bridging & Braces | 5 | 5 | 0% | 19-Jul-27 | 23-Jul-27 | 69 |
| A4370 | | Structural Steel Inspections | 5 | 5 | 0% | 26-Jul-27 | 30-Jul-27 | 69 |
| A4380 | | Install Metal Stairs | 5 | 5 | 0% | 02-Aug-27 | 06-Aug-27 | 69 |
| A4390 | | Install Metal Decking @ 2nd Floor | 10 | 10 | 0% | 09-Aug-27 | 20-Aug-27 | 69 |
| A4400 | | Structural Steel Inspections | 5 | 5 | 0% | 23-Aug-27 | 27-Aug-27 | 274 |




PRELIMINARY SCHEDULE



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| Activity ID | Responsibl | Activity Name | Original Duration | Remaining Duration | Activity % Complete | Start | Finish | Total Float |
|---|---|---|---|---|---|---|---|---|
| A4410 | | Install Metal Decking @ Roof Level | 10 | 10 | 0% | 30-Aug-27 | 10-Sep-27 | 274 |
| **Clearstory & Monitor Framing** | | | 75 | 75 | | 19-Jul-27 | 29-Oct-27 | 239 |
| A4420 | | Install Columns | 10 | 10 | 0% | 19-Jul-27 | 30-Jul-27 | 239 |
| A4430 | | Install Beams & Plumb Steel | 10 | 10 | 0% | 02-Aug-27 | 13-Aug-27 | 239 |
| A4440 | | Place & Finish 2nd Floor Concrete | 5 | 5 | 0% | 16-Aug-27 | 20-Aug-27 | 239 |
| A4450 | | Install Framing For Equipment | 5 | 5 | 0% | 23-Aug-27 | 27-Aug-27 | 239 |
| A4460 | | Install Outriggers, Bridging & Braces | 5 | 5 | 0% | 30-Aug-27 | 03-Sep-27 | 239 |
| A4470 | | Structural Steel Inspections | 5 | 5 | 0% | 06-Sep-27 | 10-Sep-27 | 239 |
| A4480 | | Install Roofing Above 2nd Floor | 5 | 5 | 0% | 13-Sep-27 | 17-Sep-27 | 239 |
| A4490 | | Install Metal Decking | 5 | 5 | 0% | 20-Sep-27 | 24-Sep-27 | 239 |
| A4500 | | Install Ships Ladder | 5 | 5 | 0% | 27-Sep-27 | 01-Oct-27 | 239 |
| A4510 | | Install Roofing Above 2nd Floor | 20 | 20 | 0% | 04-Oct-27 | 29-Oct-27 | 239 |
| **Bldg. Exterior North** | | | 157 | 157 | | 23-Aug-27 | 28-Mar-28 | 132 |
| A4520 | | Install Metal Stud Framing | 20 | 20 | 0% | 23-Aug-27 | 17-Sep-27 | 69 |
| A4530 | | Install Insulated Sheathing & Flashin | 20 | 20 | 0% | 30-Aug-27 | 24-Sep-27 | 132 |
| A4540 | | Install Foam Insulation | 20 | 20 | 0% | 06-Sep-27 | 01-Oct-27 | 132 |
| A4545 | | TDI Compliance Inspection | 5 | 5 | 0% | 04-Oct-27 | 08-Oct-27 | 132 |
| A4550 | | Install Flashing & Sealants | 10 | 10 | 0% | 11-Oct-27 | 22-Oct-27 | 132 |
| A4560 | | Install Furring Strips | 15 | 15 | 0% | 11-Oct-27 | 29-Oct-27 | 132 |
| A4565 | | TDI Compliance Inspections | 5 | 5 | 0% | 01-Nov-27 | 05-Nov-27 | 132 |
| A4570 | | Install Exterior Panel Finish | 25 | 25 | 0% | 08-Nov-27 | 10-Dec-27 | 132 |
| A4580 | | Install Pre Finished Flat Panel Soffit | 15 | 15 | 0% | 22-Nov-27 | 10-Dec-27 | 132 |
| A4590 | | Install Exterior Doors, Windows & Gla | 20 | 20 | 0% | 13-Dec-27 | 07-Jan-28 | 132 |
| A4595 | | TDI Compliance Inspections | 2 | 2 | 0% | 10-Jan-28 | 11-Jan-28 | 132 |
| A4600 | | Install All Metal Trim & Cap Flashing | 15 | 15 | 0% | 12-Jan-28 | 01-Feb-28 | 132 |
| A4610 | | Paint Exposed Structure | 15 | 15 | 0% | 02-Feb-28 | 22-Feb-28 | 132 |
| A4620 | | Install 2x6 Aluminum Fins | 15 | 15 | 0% | 02-Feb-28 | 22-Feb-28 | 132 |
| A4630 | | Water Test Assemblies | 5 | 5 | 0% | 23-Feb-28 | 29-Feb-28 | 132 |
| A4640 | | Install Secondary Backup Framing | 15 | 15 | 0% | 01-Mar-28 | 21-Mar-28 | 132 |
| A4650 | | Install Entry Shade Structure | 20 | 20 | 0% | 01-Mar-28 | 28-Mar-28 | 132 |
| A4660 | | Install Break Metal Trim | 10 | 10 | 0% | 01-Mar-28 | 14-Mar-28 | 142 |
| **Bldg. Exterior East** | | | 170 | 170 | | 20-Sep-27 | 12-May-28 | 99 |
| A4670 | | Metal Stud Framing | 15 | 15 | 0% | 20-Sep-27 | 08-Oct-27 | 69 |

PRELIMINARY SCHEDULE



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| Activity ID | Responsibility | Activity Name | Original Duration | Remaining Duration | Activity % Complete | Start | Finish | Total Float |
|---|---|---|---|---|---|---|---|---|
| A4680 | | Install Insulated Sheathing & Flashin | 15 | 15 | 0% | 11-Oct-27 | 29-Oct-27 | 99 |
| A4690 | | Install Foam Insulation | 15 | 15 | 0% | 01-Nov-27 | 19-Nov-27 | 99 |
| A4700 | | TDI Compliance Inspection | 5 | 5 | 0% | 22-Nov-27 | 26-Nov-27 | 99 |
| A4710 | | Install Flashing & Sealants | 10 | 10 | 0% | 29-Nov-27 | 10-Dec-27 | 99 |
| A4720 | | Install Furring Strips | 10 | 10 | 0% | 13-Dec-27 | 24-Dec-27 | 99 |
| A4730 | | TDI Compliance Inspections | 5 | 5 | 0% | 27-Dec-27 | 31-Dec-27 | 99 |
| A4740 | | Install Exterior Panel Finishes | 20 | 20 | 0% | 03-Jan-28 | 28-Jan-28 | 99 |
| A4750 | | Install Pre Finished Flat Panel Soffit | 15 | 15 | 0% | 31-Jan-28 | 18-Feb-28 | 99 |
| A4760 | | Install Exterior Doors, Windows & Gla | 20 | 20 | 0% | 21-Feb-28 | 17-Mar-28 | 9 |
| A4770 | | TDI Compliance Inspections | 5 | 5 | 0% | 20-Mar-28 | 24-Ma-28 | 99 |
| A4780 | | Install All Metal Trim & Cap Flashing | 5 | 5 | 0% | 27-Mar-28 | 31-Ma-28 | 99 |
| A4790 | | Install Expanding Foam Insulation | 5 | 5 | 0% | 03-Ap-28 | 0 -Apr-28 | 99 |
| A4800 | | Install 2x6 Aluminum Fins | 5 | 5 | 0% | 10-Apr-28 | 14-Apr-28 | 99 |
| A4810 | | Water Test Assemblies | 5 | 5 | 0% | 17-Apr-28 | 21-Apr-28 | 99 |
| A4820 | | Install Cantilevered Canopy | 5 | 5 | 0% | 24-Apr-28 | 28-Apr-28 | 99 |
| A4830 | | Install Interior Backup Framing | 5 | 5 | 0% | 01-May-28 | 05-May-28 | 99 |
| A4840 | | Install Break Metal Trim | 5 | 5 | 0% | 08-May-28 | 12-May-28 | 99 |
| **Bldg. Exterior South** | | | 175 | 175 | | 11-Oct-27 | 09-Jun-28 | 79 |
| A4850 | | Metal Stud Framing | 15 | 15 | 0% | 11-Oct-27 | 29-Oct-27 | 69 |
| A4860 | | Install Insulated Sheathing | 15 | 15 | 0% | 01-Nov-27 | 19-Nov-27 | 79 |
| A4870 | | Install Foam Insulatio | 15 | 15 | 0% | 22-Nov-27 | 10-Dec-27 | 79 |
| A4880 | | TDI Compliance Inspection | 5 | 5 | 0% | 13-Dec-27 | 17-Dec-27 | 79 |
| A4890 | | Install Flashing & Sealants | 10 | 10 | 0% | 20-Dec-27 | 31-Dec-27 | 79 |
| A4900 | | Install Furring Strips | 10 | 10 | 0% | 03-Jan-28 | 14-Jan-28 | 79 |
| A4910 | | TDI Compliance Inspections | 5 | 5 | 0% | 17-Jan-28 | 21-Jan-28 | 79 |
| A4920 | | Install Exterior Panel Finishes | 15 | 15 | 0% | 24-Jan-28 | 11-Feb-28 | 79 |
| A4930 | | Install Pre Finished Flat Panel Soffit | 10 | 10 | 0% | 14-Feb-28 | 25-Feb-28 | 79 |
| A4940 | | Install Exterior Doors, Windows & Gla | 20 | 20 | 0% | 28-Feb-28 | 24-Mar-28 | 79 |
| A4950 | | TDI Compliance Inspections | 5 | 5 | 0% | 27-Mar-28 | 31-Mar-28 | 79 |
| A4960 | | Install All Metal Trim & Cap Flashing | 10 | 10 | 0% | 03-Apr-28 | 14-Apr-28 | 79 |
| A4970 | | Install Interior Backup Framing | 10 | 10 | 0% | 17-Apr-28 | 28-Apr-28 | 79 |
| A4980 | | Install 2x6 Aluminum Fins | 10 | 10 | 0% | 01-May-28 | 12-May-28 | 79 |
| A4990 | | Water Test Assemblies | 5 | 5 | 0% | 15-May-28 | 19-May-28 | 79 |

PRELIMINARY SCHEDULE



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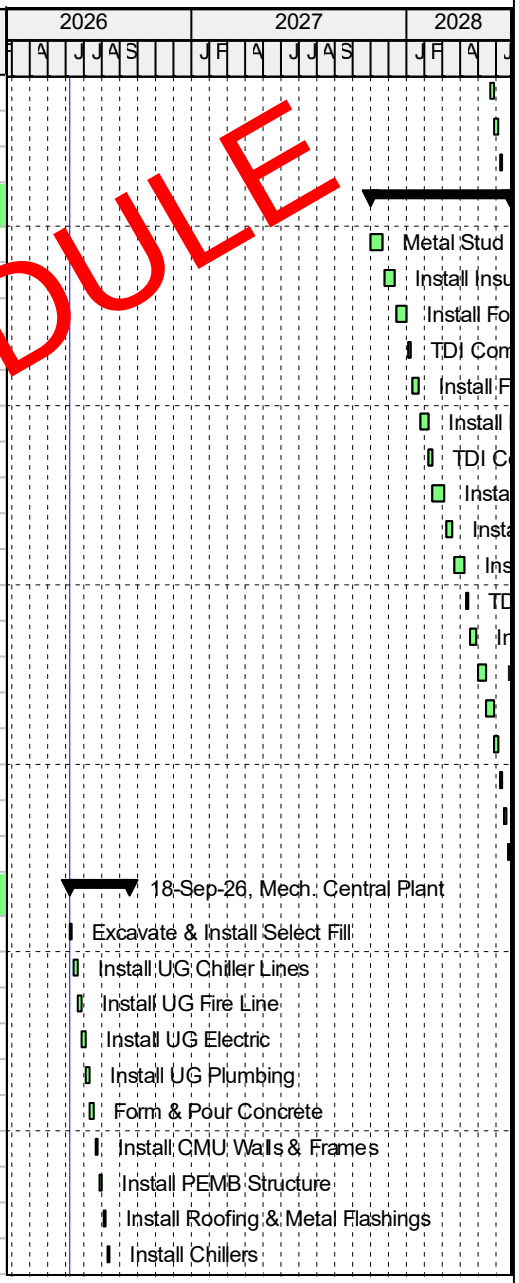
| Activity ID | Responsibility | Activity Name | Original Duration | Remaining Duration | Activity % Complete | Start | Finish | Total Float |
|---|---|---|---|---|---|---|---|---|
| A5000 | | Install Cantilevered Canopy | 5 | 5 | 0% | 22-May-28 | 26-May-28 | 79 |
| A5010 | | Install Interior Backup Framing | 5 | 5 | 0% | 29-May-28 | 02-Jun-28 | 79 |
| A5020 | | Install Break Metal Trim | 5 | 5 | 0% | 05-Jun-28 | 09-Jun-28 | 79 |
| **Bldg Exterior West** | | | 170 | 170 | | 01-Nov-27 | 23-Jun-28 | 69 |
| A5030 | | Metal Stud Framing | 15 | 15 | 0% | 01-Nov-27 | 19-Nov-27 | 69 |
| A5040 | | Install Insulated Sheathing | 15 | 15 | 0% | 22-Nov-27 | 10-Dec-27 | 69 |
| A5050 | | Install Foam Insulation | 15 | 15 | 0% | 13-Dec-27 | 31-Dec-27 | 69 |
| A5060 | | TDI Compliance Inspection | 5 | 5 | 0% | 03-Jan-28 | 07-Jan-28 | 69 |
| A5070 | | Install Flashing & Sealants | 10 | 10 | 0% | 10-Jan-28 | 21-Jan-28 | 69 |
| A5080 | | Install Furring Strips | 10 | 10 | 0% | 24-Jan-28 | 04-Feb-28 | 69 |
| A5090 | | TDI Compliance Inspections | 5 | 5 | 0% | 07-Feb-28 | 11-Feb-28 | 69 |
| A5100 | | Install Exterior Panel Finishes | 15 | 15 | 0% | 14-Feb-28 | 03-Mar-28 | 69 |
| A5110 | | Install Pre Finished Flat Panel Soffit | 10 | 10 | 0% | 06-Mar-28 | 17-Mar-28 | 69 |
| A5120 | | Install Exterior Doors, Windows & Gla | 15 | 15 | 0% | 20-Mar-28 | 07-Apr-28 | 69 |
| A5130 | | TDI Compliance Inspections | 5 | 5 | 0% | 10-Apr-28 | 14-Apr-28 | 69 |
| A5140 | | Install All Metal Trim & Cap Flashing | 10 | 10 | 0% | 17-Apr-28 | 28-Apr-28 | 69 |
| A5150 | | Install Interior Backup Framing | 10 | 10 | 0% | 01-May-28 | 12-May-28 | 69 |
| A5160 | | Install 2x6 Aluminum Fins | 10 | 10 | 0% | 15-May-28 | 26-May-28 | 69 |
| A5170 | | Water Test Assemblies | 5 | 5 | 0% | 29-May-28 | 02-Jun-28 | 69 |
| A5180 | | Install Canopy | 5 | 5 | 0% | 05-Jun-28 | 09-Jun-28 | 69 |
| A5190 | | Install Interior Backup Framing | 5 | 5 | 0% | 12-Jun-28 | 16-Jun-28 | 69 |
| A5200 | | Install Break Metal Trim | 5 | 5 | 0% | 19-Jun-28 | 23-Jun-28 | 69 |
| **Mech. Central Plant** | | | 75 | 75 | | 08-Jun-26 | 18-Sep-26 | 529 |
| A5390 | | Excavate & Install Select Fill | 5 | 5 | 0% | 08-Jun-26 | 12-Jun-26 | 529 |
| A5400 | | Install UG Chiller Lines | 5 | 5 | 0% | 15-Jun-26 | 19-Jun-26 | 529 |
| A5410 | | Install UG Fire Line | 5 | 5 | 0% | 22-Jun-26 | 26-Jun-26 | 529 |
| A5420 | | Install UG Electric | 5 | 5 | 0% | 29-Jun-26 | 03-Jul-26 | 529 |
| A5430 | | Install UG Plumbing | 5 | 5 | 0% | 06-Jul-26 | 10-Jul-26 | 529 |
| A5440 | | Form & Pour Concrete | 5 | 5 | 0% | 13-Jul-26 | 17-Jul-26 | 529 |
| A5450 | | Install CMU Walls & Frames | 5 | 5 | 0% | 20-Jul-26 | 24-Jul-26 | 529 |
| A5460 | | Install PEMB Structure | 5 | 5 | 0% | 27-Jul-26 | 31-Jul-26 | 529 |
| A5470 | | Install Roofing & Metal Flashings | 5 | 5 | 0% | 03-Aug-26 | 07-Aug-26 | 529 |
| A5480 | | Install Chillers | 5 | 5 | 0% | 10-Aug-26 | 14-Aug-26 | 529 |




PRELIMINARY SCHEDULE



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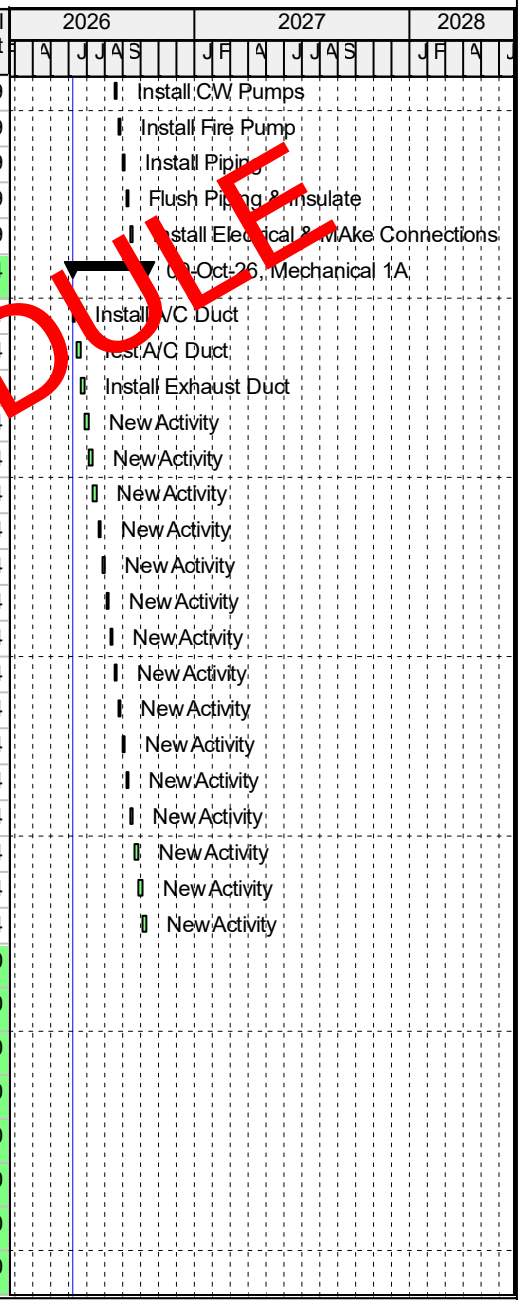
| Activity ID | Responsibl | Activity Name | Original Duration | Remaining Duration | Activity % Complete | Start | Finish | Total Float |
|---|---|---|---|---|---|---|---|---|
| A5490 | | Install CW Pumps | 5 | 5 | 0% | 17-Aug-26 | 21-Aug-26 | 529 |
| A5500 | | Install Fire Pump | 5 | 5 | 0% | 24-Aug-26 | 28-Aug-26 | 529 |
| A5510 | | Install Piping | 5 | 5 | 0% | 31-Aug-26 | 04-Sep-26 | 529 |
| A5520 | | Flush Piping & Insulate | 5 | 5 | 0% | 07-Sep-26 | 11-Sep-26 | 529 |
| A5530 | | Install Electrical & MAke Connections | 5 | 5 | 0% | 14-Sep-26 | 18-Sep-26 | 529 |
| **Mechanical 1A** | | | 90 | 90 | | 08-Jun-26 | 09-Oct-26 | 514 |
| A5210 | | Install A/C Duct | 5 | 5 | 0% | 08-Jun-26 | 12-Jun-26 | 51 |
| A5220 | | Test A/C Duct | 5 | 5 | 0% | 15-Jun-26 | 19-Jun-26 | 514 |
| A5230 | | Install Exhaust Duct | 5 | 5 | 0% | 22-Jun-26 | 26-Jun-26 | 51 |
| A5240 | | New Activity | 5 | 5 | 0% | 29-Jun-26 | 03-Jul-26 | 514 |
| A5250 | | New Activity | 5 | 5 | 0% | 06-Jul-26 | 10-Jul-26 | 514 |
| A5260 | | New Activity | 5 | 5 | 0% | 13-Jul-26 | 17-Jul-26 | 514 |
| A5270 | | New Activity | 5 | 5 | 0% | 20-Jul-26 | 24-Jul-26 | 514 |
| A5280 | | New Activity | 5 | 5 | 0% | 27-Jul-26 | 31-Jul-26 | 514 |
| A5290 | | New Activity | 5 | 5 | 0% | 03-Aug-26 | 07-Aug-26 | 514 |
| A5300 | | New Activity | 5 | 5 | 0% | 10-Aug-26 | 14-Aug-26 | 514 |
| A5310 | | New Activity | 5 | 5 | 0% | 17-Aug-26 | 21-Aug-26 | 514 |
| A5320 | | New Activity | 5 | 5 | 0% | 24-Aug-26 | 28-Aug-26 | 514 |
| A5330 | | New Activity | 5 | 5 | 0% | 31-Aug-26 | 04-Sep-26 | 514 |
| A5340 | | New Activity | 5 | 5 | 0% | 07-Sep-26 | 11-Sep-26 | 514 |
| A5350 | | New Activity | 5 | 5 | 0% | 14-Sep-26 | 18-Sep-26 | 514 |
| A5360 | | New Activity | 5 | 5 | 0% | 21-Sep-26 | 25-Sep-26 | 514 |
| A5370 | | New Activity | 5 | 5 | 0% | 28-Sep-26 | 02-Oct-26 | 514 |
| A5380 | | New Activity | 5 | 5 | 0% | 05-Oct-26 | 09-Oct-26 | 514 |
| **Mechanical 1B** | | | 0 | 0 | | | | 0 |
| **Mechanical 1C** | | | 0 | 0 | | | | 0 |
| **Mechanical 1D** | | | 0 | 0 | | | | 0 |
| **Mechanical 2C** | | | 0 | 0 | | | | 0 |
| **Mechanical 2D** | | | 0 | 0 | | | | 0 |
| **Plumbing 1A** | | | 0 | 0 | | | | 0 |
| **Plumbing 1 B** | | | 0 | 0 | | | | 0 |
| **Plumbing 1C** | | | 0 | 0 | | | | 0 |




PRELIMINARY SCHEDULE



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| Activity ID | Responsib | Activity Name | Original Duration | Remaining Duration | Activity % Complete | Start | Finish | Total Float |
|---|---|---|---|---|---|---|---|---|
| Plumbing 1D | | | 0 | 0 | | | | 0 |
| Plumbing 2C | | | 0 | 0 | | | | 0 |
| Plumbing 2D | | | 0 | 0 | | | | 0 |
| Electrical 1A | | | 0 | 0 | | | | 0 |
| Fire Sprinkler 1A | | | 0 | 0 | | | | 0 |
| Bldg Interior 1A | | | 0 | 0 | | | | 0 |




PRELIMINARY SCHEDULE



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*"...Inspire Hope, Improve Lives, and Strengthen the Communities We Live In"*

**CORPORATE**
108 SOUTH MAIN STREET
LA FERIA, TEXAS 78559

**HOUSTON**
9000 SOUTHWEST FWY, SUITE 330
HOUSTON, TEXAS 77074

**SAN ANTONIO**
4764 RESEARCH DRIVE
SAN ANTONIO, TEXAS 78240



| | |
|---|---|
| To: | Mayor and City Commission |
| Through: | Alan Guard, Interim City Manager |
| From: | Marina Zolezzi, Interim Assistant City Manager |
| Date: | Tuesday, August 18, 2026 |
| Agenda #: | Consideration and **ACTION** on **Resolution Number 2026-117** to appoint or reappoint members to the Youth Advisory Board. (Office of the City Manager) |

**Summary:**
With the new resolution, the City Commission shall appoint a total of 14 members from public, private, or charter schools or study-at-home program located within Brownsville, Texas with no more than two members representing the same school. Interested students have the opportunity to submit an application through the City of Brownsville for the Commission's consideration. Each member of the Commission may appoint two students — one primary (preferably a senior) and one alternate (preferably a junior). Each committee member shall be an active student in 11th or 12th grade who is in good standing at any area Brownsville public, private, or charter school or study-at-home program. Each member shall serve without compensation. The board shall consist of 20 members with 14 members being appointed by the Commission and 6 by the board once members are established.

**Project Scope and Analysis:**
Resolution 2026-116 established bylaws and describes the makeup of the Youth Advisory Board membership. A total of 14 students shall be appointed by the City Commission.

**Funding:**

**Source:** N/A

**Amount:** N/A

**Local Contribution if Applicable:** N/A

**Recommendation:**
Staff recommends members of the Commission appoint one (1) primary member and one (1) alternate member.

**Commission Pillar:**

Governance

**Attachments:**

1. RESOLUTION NUMBER 2026-117
2. Youth Advisory Board Template

**RESOLUTION NUMBER 2026-117**

**A RESOLUTION OF THE CITY OF BROWNSVILLE APPOINTING MEMBERS TO THE YOUTH ADVISORY BOARD.**

**WHEREAS,** the City Commission established a Youth Advisory Board through resolution #2024-084 on September 3, 2024; and

**WHEREAS**, resolution #2026-116 serves to repeal and replace all prior resolutions including resolution #2024-084 and resolution #2025-094 creating the Youth Advisory Board and establishing governing bylaws; and

**WHEREAS,** the purpose of the Youth Advisory Board is to act in an advisory, service, and support capacity with respect to any potential initiative or opportunity undertaken jointly with the staff or city commission within the municipal limits of Brownsville or its extraterritorial jurisdiction. In addition, the purpose of the Youth Advisory Board is to expand opportunities for youth including input and engagement while providing a worthwhile endeavor and valuable experience for the young residents of Brownsville.

**WHEREAS,** the Board shall consist of seven (20) voting members from public, private, or charter schools or study-at-home program located within Brownsville, Texas with no more than two members representing the same school; fourteen (14) of which are to be appointed by the city commission and six (6) of which are to be appointed by the Youth Advisory Board. Each City Commission member is responsible for nominating two members to the Board of which one is a primary member (preferably a student that will be a senior for the year) and the other is an alternate preferably a student that will be a junior for the year). Each committee member shall be an active student in 11th or 12th grade who is in good standing at any area Brownsville public, private, or charter school or study-at-home program; and

**WHEREAS,** voting board members shall serve for a term of one year beginning on September 15th on the year of appointment and ending on August 1st the following year. The term of each member who is classified as a senior at the time of appointment shall be one year. Members who are classified as juniors at the time of appointment may indicate their interest for a second year for the Commission's consideration; and

**WHEREAS,** no salary, fees, or compensation shall be paid to the members of the Board for their service.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, THAT**:

The following individuals are appointed to serve as members of the Youth Advisory Board.

| \NAME | APPOINTED BY | TERM ENDING |
|---|---|---|

**PASSED** and **APPROVED** on this 18th day of August 2026.

**City of Brownsville**

_____

**John Cowen Jr., Mayor**

**ATTEST:**

_____

**Mayra A. Rios**
**City Secretary**

| | | |
|---|---|---|
| **Resolution Number: 2026-117**<br><br>**Borad Liaison: City Manager's Office and CSO** | **Name of the Board or Commission: Youth Advisory Board (YAB)** | **City Commission Meeting Date:**<br>August 18, 2026 |
| **Composition: 20 members, 14 of which are appointed by CC and 6 by YAB** | **Special Requirements: Youth classified as Juniors and Seniors** | |
| | **Vacancies:** | |

## APPLICATIONS ON FILE - PROSPECTIVE BOARD MEMBERS

| Applicants Name | Residing District | Application Received Date | Serving on Other City Boards | Areas of Interest |
|---|---|---|---|---|
| See Excel Sheet, over 75 applications | | | | |
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