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 **September 1, 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 Ruben Hernandez (Commissioner G. De Leon; Commissioner B. Martinez)

2) Recognizing the PossAble Dream Adult High School at the Brownsville Campus (Mayor J. Cowen Jr.; Commissioner G. De Leon)

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 by the Brownsville Public Utilities Board providing an Annual Report on the Progress of Collaboration with the City of Brownsville, as required by the City Charter. (Brownsville Public Utilities Board)

CITY MANAGER'S UPDATE(S)

1) "National Preparedness Month" (Commissioner N. Galonsky; Commissioner L. Macias)

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 August 4, 2026, and August 18, 2026. (Office of the City Secretary)

2) Consideration and **ACTION** to approve the City of Brownsville holiday schedule for Fiscal Year 2026-2027. (Organizational Development & Human Resources Department)

3) Consideration and **ACTION** to approve amendments to the City of Brownsville Employee Handbook to revise the Orientation Policy and establish a Bereavement Leave Policy, with an effective date of October 1, 2026. (Organizational Development & Human Resources)

4) Consideration and **ACTION** to approve Cooperative Service Agreement No. 355-26-ODHR-CP with Octagon Staffing, LLC, for temporary personnel services on an as-needed basis, for an initial nine-month term with the option to extend for up to three additional months, not to extend beyond September 30, 2027. (Organizational Development and Human Resources).

5) Consideration and **ACTION** to approve the Memorandum of Understanding (MOU) between the Lower Rio Grande Valley Development Council (LRGVDC) and the City of Brownsville establishing a formal framework for regional cooperation during declared emergencies and disasters. (Office of Emergency Management & Homeland Security)

6) Consideration and **ACTION** to approve the Brownsville Community Resource Center lease agreements between the City of Brownsville & South Texas Afghanistan Iraq Veteran Association (STAIVA) and Community Action Corporation of South Texas (CACOST) for a three-year term. (Grants & Community Development Department)

7) Consideration and **ACTION** to authorize the City Manager to execute a Memorandum of Understanding (MOU) between the City of Brownsville and the City of Harlingen for participation in the FY 2025 FEMA Assistance to Firefighters Grant (AFG) Regional Project. (Brownsville Fire Department)

8) Consideration and **ACTION** to approve the contract with Borderless Studio LLC for the completion of the Southmost Corridor Study and related services to be rendered during the eight-month project period, in an amount not to exceed $169,995. (Planning & Redevelopment Services)

9) Consideration and **ACTION** to approve the purchase of Information Technology (IT) network hardware, wireless equipment, software, licensing, and related services from SHI Government Solutions, Inc. for the Cummings Building in an amount not to exceed $129,571.85, as budgeted. (Information Technology)

10) 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 GBEDC Tech Park Reinvestment Zone Number Five, City of Brownsville, and authorize the City Manager to execute the same. (Office of the City Attorney/ Planning and Redevelopment Department)

11) Consideration and **ACTION** to Authorize a Contract with RM Walsdorf Inc. for the Abilene Trail Storm Sewer Improvements Project (246-26-EPW-IFB), in the amount not to exceed $104,911.70, as budgeted. (Engineering and Public Works Department)

12) Consideration and **ACTION** to authorize a Professional Services Agreement with Oscar Alvarado for the Public Art Monument at the Brownsville South Padre Island International Airport, in an amount not to exceed $250,000, as budgeted. (Airport Department)

13) Consideration and **ACTION** to apply for The US Department of Justice FY2026 Model Cities Initiative Grant. (Police Department)

14) Consideration and **ACTION** to approve the submission of Brownsville Metro's application to the Federal Transit Administration (FTA) FY 2026 Innovative Coordinated Access and Mobility (ICAM) Pilot Program in the amount of $2,000,000 with $300,000 in local funds for the proposed project of replacing Paratransit vehicles that have surpassed their useful life. (Brownnsville Metro)

15) Consideration and **ACTION** to Authorize a Contract with Galiguer Corporation DBA Xtreme Security & Fire in the amount of $100,769 for Contract No.348-26-EPMO-CP, for a term of 30 Days, for Verkada Cameras and Door Access controls for the Cannery Public Market. (Enterprise Project Management Office Department)

16) Consideration and **ACTION** to approve a Contract with ARGIO Roofing & Construction, LLC in the amount of $285,131.87 for Contract No. 346-26-ISD-CP, for repairs to the Market Square Dome, as budgeted. (Internal Services Department)

17) Consideration and **ACTION** to approve **Resolution Number 2026-118** supporting proposed state legislation that would require county election officials to offer annual election services contracts to municipalities conducting May municipal elections, while preserving each municipality's discretion whether to contract for those services. (Office of the City Secretary)

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

19) Consideration and **ACTION** on **Resolution Number 2026-120**, to authorize the execution of an Advance Funding Agreement (AFA) between the City of Brownsville and the Texas Department of Transportation to implement major traffic signal improvement at the intersection of Palm Blvd and Jefferson St. (Engineering & Public Works Department).

20) Consideration and **ACTION** to approve **Resolution Number 2026-124** the submission of Brownsville Metro's application to the Federal Transit Administration (FTA) FY 2026 Grants for Low or No Emissions Program $12,967,600 with $2,288,400 in local funds for the proposed project of vehicle expansion and replacement of vehicles. (Brownsville Metro)

21) Consideration and **ACTION** to approve **Resolution Number 2026-126** supporting Brownsville Metro's competitive grant application to the Federal Transit Administration (FTA) under the Bus and Bus Facilities Competitive grant program in the amount of $5,645,700 with local support of $1,411,425 to support the development of a Mulitmodal Transit Facility (Brownsville Metro)

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

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

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

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

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

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

28) Consideration and **APPROVAL** on **SECOND** and **FINAL READING** on **Ordinance Number 2026-1818** 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. (Planning & Redevelopment Department/Office of the City Attorney/City Manager's Office)

29) Consideration and **APPROVAL** on **SECOND** and **FINAL READING** of **Ordinance Number 2025-1781-B** to adopt an end-of-year amendment to amend the Fiscal Year 2026 Budget. (Financial Services Department)

30) Consideration and **APPROVAL** on **SECOND** and **FINAL READING** of **Ordinance Number 2026-1815** to adopt the Fiscal Year 2027 Annual Budget for the Brownsville Community Improvement Corporation. (BCIC)

31) Consideration and **APPROVAL** on **SECOND** and **FINAL READING** of **Ordinance Number 2026-1816** to adopt the Fiscal Year 2027 Annual Budget for the Greater Brownsville Economic Development Corporation. (GBEDC)

32) Consideration and **APPROVAL** on **SECOND** and **FINAL READING** of **Ordinance Number 2024-223-D**, to amend Chapter 86, "Streets, Sidewalks, and Certain other Public Places," to adopt an encroachment licensing fee and right of way management regulations. (Engineering and Public Works Department)

PUBLIC HEARING(S)

1) Consideration and **APPROVAL** on **SECOND** and **FINAL READING** of **Ordinance Number 2026-1820** to adopt the Fiscal Year 2027 Annual Budget. (Financial Services Department)

2) Consideration and **APPROVAL** on **SECOND** and **FINAL READING** of **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)

3) Consideration and **APPROVAL** on **SECOND** and **FINAL READING** of **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)

4) Public Hearing and **ACTION** on **FIRST READING** of **Ordinance Number 2026-1761-B** of the City of Brownsville, Texas, to update the Master Fee Schedule of the City of Brownsville and amend pertinent sections of the Code of Ordinances to reflect those updates, and dealing with related matters. (Financial Services Department)

5) Public Hearing and **ACTION** on **FIRST** of **THREE PUBLIC HEARINGS** on imposing a temporary moratorium on the acceptance, processing, and approval of applications for High-Intensity Data Processing Facilities, Event Centers, Private Game Clubs, Automotive Quick Lube Facilities, and Self-Storage Facilities within the City of Brownsville and its extraterritorial jurisdiction, pursuant to Texas Local Government Code §§ 212.131–212.139; and **ACTION** on **Resolution Number 2026-121** directing the City Manager to initiate the process to adopt a 90-day moratorium on the aforementioned uses and ratifying direction to the City Manager to reactivate the City of Brownsville Environmental and Conservation Task Force that was tasked with providing advice and recommendations to the City Council regarding data center policies and development regulations. (City Manager's Office/ Office of the City Attorney/ Planning and Redevelopment Department)

ITEMS FOR INDIVIDUAL CONSIDERATION(S)

1) Consideration and **ACTION** to acknowledge the financial statements and cash investment report for the City of Brownsville for the third quarter ended June 30, 2026. (Financial Services Department)

2) Consideration and **ACTION** to award contract number 141-26-BMT-IFB to 2GS LLC dba Earthworks Enterprise in the amount of $1,539,579 for the Southmost Nature Trail Phase III, as budgeted. (Multimodal Transportation)

3) Consideration and **ACTION** to authorize the approval of a Tree Removal Permit as an alternative to the preservation of Protected and Heritage Trees under the Unified Development Code, Section: 5.1.3.B – Heritage Tree, for a proposed fuel station and convenience store development on the property described as being a 2.272-acre tract of land situated in the Jose Salvador De La Garza Survey, Abstract No. 2, comprised of a portion of Block 19, Share 27, El Jardin Subdivision; and all of a called 1.08-acre tract out of a certain 1.584-acre tract in Block 19, El Jardin Subdivision, Share 27, E.S. Gt., Cameron County, located at 4660 Boca Chica Boulevard, Brownsville, Texas 78521 (Planning & Redevelopment Department / Office of the City Forester) (District 1).

4) Consideration and **ACTION** on **SECOND** and **FINAL READING** on **Ordinance Number 2026-1823** of the City of Brownsville, Texas, to disannex, and hereinafter reduce the City of Brownsville corporate and extraterritorial jurisdiction boundary limits, a property described as being 444.45 acre tract of land, more or less, out of Tract "A", Share 7 of the San Martin Grant, Cameron County, Texas, together with all adjacent right-of-way, as shown in Exhibit "A" to the Ordinance. (District 2) (City Manager's Office)

EXECUTIVE SESSION

1) 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) related to Project Fulcrum. (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)

3) Closed session pursuant to Tex. Gov't. Code Section 551.071 (Consultation with Attorney) regarding Ordinance No. 2026-1797, City Code Section 2-26, public comment regulations. (Office of the City Attorney/ Office of the City Secretary)

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

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

2) Consideration and **ACTION**, if any, related to Project Tune-Up. (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 **September 1, 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

BROWNSVILLE
PUBLIC UTILITIES BOARD

August 13, 2026

Honorable Mayor and City Commissioners
City of Brownsville
1001 E. Elizabeth Street
Brownsville, Texas 78520

Subject: Annual Report Submission – Brownsville Public Utilities Board (BPUB) Collaboration Update

Dear Mayor Cowen and City Commissioners:

In accordance with Article VI – Utilities Board, Section 4(f) of the City Charter, the Public Utilities Board is required to submit an annual report to the City Commission detailing progress on collaborative efforts with the City of Brownsville toward shared goals. These goals include enhancing coordination in planning and policy, eliminating service duplication, improving administrative efficiency, fostering joint service initiatives, and ensuring high-quality service delivery at the lowest possible cost.

To fulfill this mandate, the BPUB Executive Team is pleased to submit the attached report. We are also coordinating with City Management to present this update during the Regular City Commission Meeting scheduled for September 1, 2026.

Should you have any questions or need further clarification regarding the information provided, please feel free to contact me at MDGilbert@brownsville-pub.com or (956) 572-1800. I would be happy to discuss the report at your convenience.

Respectfully,

Gerardo Martinez

Gerardo Martinez
BPUB Board Chairman

Attachment

Brownsville Public Utilities Board
1425 Robinhood Drive
P.O. Box 3270
Brownsville, TX 78521

www.brownsville-pub.com
(956) 983-6300
Fax: (956) 982-6269

City Commission: John F. Cowen, Jr., City of Brownsville Mayor (john.cowen@brownsvilletx.gov)
Tino Villarreal, City Commissioner, At-Large A (tino@brownsvilletx.gov)
Nurith Galonsky, City Commissioner, At-Large B (Nurith.Galonsky@brownsvilletx.gov)
Bryan L. Martinez, City Commissioner, District 1 (bryan.martinez@brownsvilletx.gov)
Linda C. Macias, City Commissioner, District 2 (linda.macias@brownsvilletx.gov)
Gustavo De León, City Commissioner, District 3 (Gustavo.deleon@brownsvilletx.gov)
Pedro Cárdenas, City Commissioner, District 4 (pedro.cardemas@brownsvilletx.gov)

c: Alan Guard, City Manager
Marilyn D. Gilbert, MBA, General Manager and CEO
Justin M. Locke, Chief Financial Officer
Constanza Miner, MSOL, EDFP, Chief Administrative Officer
Paul Gonzalez, Chief Legal Officer
File

Brownsville Public Utilities Board
1425 Robinhood Drive
P.O. Box 3270
Brownsville, TX 78521

www.brownsville-pub.com
(956) 983-6300
Fax: (956) 982-6269

BROWNSVILLE
PUBLIC UTILITIES BOARD

Fiscal Year 2025 – 2026 Report

Article VI. – Utilities Section 4(f) – Miscellaneous

September 01, 2026

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Executive Summary

Pursuant to *Article VI, Section 4(f) of the Brownsville City Charter*, the Brownsville Public Utilities Board (BPUB) submits this Fiscal Year 2025-2026 report to the Brownsville City Commission outlining the progress made toward advancing shared goals and collaborative initiatives between BPUB and the City of Brownsville.

Throughout FY 2025-2026, BPUB and the City continued to strengthen their partnership through coordinated infrastructure investments, administrative efficiencies, customer service enhancements, community outreach efforts, and long-term planning initiatives designed to improve the quality of life for Brownsville residents.

Under the goal of Eliminating Duplication of Services, BPUB and the City coordinated utility improvements with roadway reconstruction projects throughout the community, including Calvin Street, Old Highway 77, Coffee Port Road, Old Alice Road, Wild Rose Lane, and the Adams, Washington, and Elizabeth Alleys projects, some of which are multi-year projects. By aligning utility upgrades with roadway construction, both organizations reduced costs, minimized disruptions, and maximized the value of public investments.

Under Creating Administrative Efficiency, BPUB and the City continued to streamline operations through consolidated billing, digital plan-review technology, implementation of the Cost Recovery Memorandum of Understanding, and customer-focused initiatives based on stakeholder and customer feedback. During the reporting period, BPUB launched the WaitWell customer queue management system, SilverBlaze online customer portal, RingCentral communications platform, expanded customer assistance partnerships, and transitioned to the new BPUB.com website domain. These efforts improved customer access to services, enhanced communication, and increased operational efficiency.

Under Providing Joint Service Efforts, BPUB and the City collaborated on a wide range of initiatives supporting public safety, infrastructure, environmental stewardship, and community engagement. Key efforts included streetlight maintenance and LED conversions, installation of a utility payment kiosk at the Central Library, BTXFiber coordination, airport reliability improvements, drought response activities, community events, workforce development initiatives, and educational outreach programs. Through regular communication, technical committee meetings, and coordinated public engagement efforts, both organizations continued to strengthen transparency and community awareness.

Under Ensuring Quality of Service at Lower Cost, BPUB continued to provide substantial value to the community through approximately $12 million in projected General Fund Transfers and an estimated $445,000 in reduced utility rates provided to the City. Additional initiatives included implementation of a new hydrant and valve asset management program, completion of an Electric

Rate and Cost of Service Study, development of the 2025 Integrated Resource Plan, adoption of the 2026-2030 Strategic Business Plan, and implementation of the Memorandum of Understanding for Cost Recovery of Services. BPUB also adopted its Water/Wastewater Master Plan, developed with Freese and Nichol, to guide investments in the system and outline capacity through 2050. Additionally, Dr. Joseph Hollmann presented BPUB's 2025 Water Strategy to the City Commission on November 18, outlining actions to diversify Brownsville's water resources, manage demand, modernize infrastructure, and strengthen regional resilience.

Significant long-term planning accomplishments during the fiscal year included the adoption of BPUB's 2026-2030 Strategic Business Plan in December 2025 and approval of the 2025 Integrated Resource Plan in October 2025. Both initiatives incorporated input from BPUB leadership, employees, customers, City Commissioners, City Management, community stakeholders, and advisory groups to help ensure BPUB remains positioned to provide safe, reliable, affordable, and sustainable utility services for future generations.

Together, BPUB and the City of Brownsville continue to demonstrate the value of collaboration, innovation, and responsible stewardship of public resources. Through coordinated investments, shared planning, and a commitment to continuous improvement, both organizations remain focused on delivering exceptional service and supporting the continued growth and prosperity of the Brownsville community.

Common Goal 1 – Eliminate Duplication of Services

Road Projects & BPUB Infrastructure Projects

The Brownsville Public Utilities Board (BPUB) and the City of Brownsville's Engineering and Public Works Department continue to work collaboratively to coordinate utility infrastructure improvements with roadway construction and rehabilitation projects throughout the city.

By aligning water, wastewater, and electric infrastructure upgrades with planned roadway improvements, BPUB and the City reduce construction costs, minimize disruptions to residents and businesses, and help avoid future excavation of newly reconstructed streets. This coordinated approach maximizes public investment, improves project delivery, and enhances the long-term reliability of critical infrastructure.

During FY 2025-2026, BPUB and the City partnered on numerous roadway and utility improvement projects in various stages of planning, design, and construction. These coordinated efforts support the modernization of critical infrastructure, improve service reliability, and deliver long-term value to the community.

Calvin Street

Calvin Street remains an active City roadway improvement project requiring significant BPUB utility coordination. Work includes relocating 30 distribution poles, providing temporary support for 18 poles, installing 931 linear feet of 10-inch sanitary sewer line, and completing associated water and sewer service connections. Project Design has been completed; construction is 90% complete.

Old Hwy 77 (FM802 – Morrison)

BPUB continues to coordinate closely with City staff, Hanson Professional Services, Inc., and Mako Contracting Engineering to support the roadway, water, and wastewater improvements along the Old Highway 77 corridor, which started in 2024.

BPUB Electrical Engineering is actively managing utility conflicts associated with the project. Five wood distribution poles have been identified as being in direct conflict with the proposed roadway improvements and are scheduled for relocation to maintain the construction schedule. A work order for the pole relocations has been approved and released, and BPUB's Construction Department is developing the implementation schedule.

In addition, approximately 30 distribution poles will require temporary support during excavation activities. These temporary supports are being planned to maintain system reliability and minimize service interruptions throughout construction.

Project design has been completed, and construction of the water and wastewater improvements is currently approximately 45% complete.

BPUB teams remain actively engaged throughout the project to address utility-related issues, support construction activities, and help ensure the successful delivery of these critical infrastructure improvements.

Coffee Port Road

The Coffee Port Road project will reconstruct the corridor into an urban curb-and-gutter roadway and include drainage improvements. BPUB is incorporating necessary utility improvements and adjustments into the City's construction effort.

BPUB Electrical Engineering continues to work closely with City staff and Halff Associates to identify and resolve electric utility conflicts associated with the project.

To support Phase I of the roadway improvements between Ruben M. Torres Boulevard and Galveston Road, BPUB completed the relocation of approximately 1,600 feet of three-phase overhead distribution line, including the installation of 10 new distribution poles and associated attachments. This work was completed in June 2026. An additional work order is pending approval to address utility conflicts between Galveston Road and Paredes Line Road. This is estimated to be completed by the end of August 2026, and construction will take another three months.

Phase I design has been completed, and construction of the associated water and wastewater improvements is approximately 50% complete. Design for Phase II has also recently been completed.

BPUB staff remain actively engaged with City staff to coordinate future phases of the project, minimize delays, and support a smooth transition into construction.

Old Alice Road (Frontage 69E – Ruben M. Torres)

BPUB Electric Engineering continues to coordinate closely with City staff and TEDSI to review and address electrical utility considerations associated with the Old Alice Road Improvements Project. The project is under design with the City and TEDSI.

Following its review, TEDSI confirmed that no utility pole relocations are required for the project. However, temporary support will be needed for select poles during construction activities. TEDSI will provide the locations of these poles to facilitate planning and coordination efforts. The project design is complete, and construction is in the planning phase. Expected to be completed this fiscal year.

Wildrose Lane Utility Improvements Project

The Wild Rose Lane Utility Improvements Project is a joint infrastructure initiative supporting the City's roadway reconstruction efforts. BPUB's scope includes approximately 2,300 linear feet of waterline improvements and 2,410 linear feet of wastewater system improvements to replace aging infrastructure, enhance service reliability, and support long-term growth in the area.

Project design is complete, and construction is currently 32% complete. BPUB continues to coordinate with project stakeholders to support construction activities, advance utility improvements, and minimize impacts to existing services throughout the project corridor.

Adams, Washington, and Elizabeth (Alleys)

The Adams, Washington, and Elizabeth Alleys Utility Improvements Project includes wastewater infrastructure improvements within the alleys located between Adams, Washington, and Elizabeth Streets, as well as waterline improvements between 10th and 13th Streets.

Project design is complete, and construction is 85% complete.

These improvements are being undertaken to enhance the reliability and performance of the water and wastewater systems serving the area, while supporting the continued maintenance and modernization of critical infrastructure.

Backflow Testing Update

BPUB's Cross Connection Control Department continues to perform annual backflow preventer assembly testing for approximately 127 City-owned backflow prevention devices during FY 2025-2026.

These devices play a critical role in protecting the public water supply by preventing contamination that could occur during reverse flow events. Through this ongoing partnership, BPUB helps ensure compliance with state regulatory requirements while safeguarding water quality for the community.

By providing these testing services, BPUB also removes the financial and administrative burden from the City, allowing for efficient management of critical public infrastructure. BPUB remains

committed to supporting public health, ensuring regulatory compliance, and reliably delivering safe drinking water to customers.

Common Goal 2 – Create Administrative Efficiency

City Fee Collections

BPUB and the City of Brownsville continue to enhance administrative efficiency through a consolidated billing strategy that incorporates select City fees into BPUB utility invoices.

By centralizing the collection of municipal fees, including Garbage, City Maintenance, and Federally Unfunded Environmental Compliance Mandates, within the utility billing system, BPUB and the City streamline administrative processes, reduce operational redundancies, and improve overall service delivery.

This coordinated approach simplifies the payment experience for residents by providing a single, convenient billing platform while also improving collection efficiency and reducing administrative costs for both organizations.

BPUB remains committed to working collaboratively with the City to identify opportunities that increase efficiency, enhance customer service, and deliver value to the community.

Accela Software

BPUB continues to enhance administrative efficiency and customer service through the use of Accela and DigEPlan software platforms. Electric Engineering staff maintain licenses for these tools, which support digital plan review, permit coordination, and improved communication throughout the development process. Licenses were purchased in 2023 and are renewed annually.

The implementation of these platforms has enabled BPUB engineers to review development plans more efficiently, collaborate seamlessly with stakeholders, and provide timely feedback to customers, developers, and project partners. By leveraging digital workflows, BPUB has streamlined review processes, improved transparency, and enhanced the overall customer experience.

BPUB remains committed to utilizing technology-driven solutions that improve operational efficiency, support economic development, and strengthen coordination with the City and the development community.

Collaborative Efficiency Initiatives

BPUB and the City of Brownsville share a commitment to delivering exceptional customer service and continuously improving the customer experience. Through regular discussions, members of the Brownsville City Commission and the BPUB Board of Directors provide valuable feedback, share constituent concerns, and identify opportunities to enhance customer service, communication, accessibility, and operational efficiency.

This ongoing exchange of ideas has helped guide the development of initiatives focused on improving the way customers interact with BPUB and access essential services. By listening to stakeholder feedback and evaluating opportunities for improvement, BPUB implemented several efficiency initiatives during FY 2025-2026 designed to streamline processes, expand customer service options, strengthen community partnerships, and improve overall service delivery.

The following initiatives reflect BPUB's commitment to being responsive to customer needs, incorporating feedback from its governing bodies, and continuously enhancing the services provided to the Brownsville community.

WaitWell Customer Queue Management System

Launched in October 2025, the WaitWell customer experience platform was implemented to enhance the in-person service experience. The system helps reduce lobby wait times, supports appointment scheduling, facilitates customer feedback, and provides service-level tracking to help ensure consistent and efficient customer service. These improvements streamline customer interactions and support a more convenient service experience.

SilverBlaze Online Customer Portal

Launched in March 2026, the SilverBlaze online customer portal provides customers with secure, 24/7 access to account services. Through the platform, customers can make payments, manage account information, enroll in paperless billing, and view utility consumption data. The portal expands self-service options and provides customers with greater flexibility and convenience.

Optimized Staffing Model

Implemented in November 2025, BPUB adopted an optimized staffing model by integrating revenue recovery responsibilities into existing Customer Service operations following a staff vacancy. By cross-training employees rather than filling the vacant position, BPUB maintained service levels, enhanced workforce flexibility, improved operational resiliency, and reduced personnel costs.

The success of this approach has demonstrated the value of cross-functional staffing and process optimization. As a result, BPUB is evaluating opportunities to apply similar workforce efficiency strategies in other areas of the organization where appropriate, while continuing to maintain high levels of customer service and operational performance.

RingCentral Customer Communications Platform

Implemented in June 2026, RingCentral expanded BPUB's customer communications capabilities through voice, chat, SMS, and email channels. The cloud-based platform also provides workforce optimization tools, reporting and forecasting capabilities, and supports future artificial intelligence enhancements. A key benefit for customers is the ability to request a callback rather than remain on hold while waiting for a Customer Service Representative. By respecting customers' time and providing more convenient communication options, RingCentral helps improve the overall customer experience while enhancing operational efficiency.

Expanded Customer Assistance Program Partnerships

In February 2026, BPUB expanded customer access to assistance programs by establishing additional community partner locations, including Come Dream, Come Build and Good Neighbor Settlement House. These partnerships increase program accessibility, strengthen community outreach efforts, and connect more qualifying customers with available assistance resources while reinforcing BPUB's commitment to serving the community.

New Simpler Domain – BPUB.com

As part of BPUB's ongoing commitment to improving customer access to information and supporting the City of Brownsville's broader goal of enhancing public service delivery, BPUB launched its new website domain, BPUB.com, in late July 2026.

The new domain aligns with BPUB's updated brand identity while providing customers with a simpler and more intuitive way to access utility services and information. The shorter, more recognizable web address is easier to remember and locate online and helps reduce confusion when residents seek information about utility programs, services, outages, conservation initiatives, and community projects.

By simplifying access to digital services and improving the customer experience, BPUB is making it easier for residents to interact with their utility provider while supporting a shared commitment between BPUB and the City to deliver accessible, responsive, and customer-focused public services.

Through these initiatives, BPUB continues to improve efficiency, expand customer access to services, strengthen community partnerships, and enhance the overall customer experience while responsibly managing public resources.

Customer Satisfaction Study

As part of its commitment to continuous improvement and responsive service delivery, BPUB commissioned GreatBlue Research, a nationally recognized market research firm with extensive experience serving public power, water, wastewater, and municipal utility organizations, to conduct a comprehensive Customer Satisfaction Study between June 2025 and August 2025.

The study, presented to the BPUB Board of Directors in October 2025, provided valuable insights into customer perceptions, service expectations, and opportunities to enhance the customer experience. The findings confirmed BPUB's strong operational performance, particularly in electric reliability and outage restoration, while also identifying opportunities to increase customer awareness of available programs and services, strengthen customer confidence in drinking water quality, and enhance communication about the value of BPUB's municipally owned utility model.

The findings were shared with BPUB leadership and helped inform discussions with the Brownsville City Commission and BPUB Board of Directors regarding customer service priorities and community expectations. These insights directly influenced several customer-focused initiatives implemented during FY 2025-2026, including WaitWell, SilverBlaze, RingCentral, expanded access to customer assistance programs, enhanced customer communications, and other service improvements designed to better meet customer needs.

By actively listening to customers and incorporating their feedback into operational planning, BPUB continues to strengthen customer relationships, improve service delivery, and support a culture of continuous improvement.

Common Goal 3 – Provide Joint Service Efforts

Utility Payment Kiosk Partnership

BPUB and the City of Brownsville partnered to expand customer access to utility payment services by installing a self-service payment kiosk at the Brownsville Public Library System's Main Branch (Central Library). This initiative brings convenient payment services closer to the community while supporting both organizations' commitment to improving customer accessibility and service delivery.

The kiosk provides customers with an additional payment option outside BPUB's customer service centers, improving accessibility and convenience while reducing travel and wait times. Through this

partnership, BPUB and the City are making utility services more accessible and responsive to customer needs.

The self-service kiosk allows customers to securely make utility payments and perform routine transactions via a user-friendly platform located in a central, accessible community facility.

Community Impact

- Strengthened collaboration between BPUB and the City of Brownsville.
- Expanded customer access to utility payment services.
- Increased convenience through a centrally located payment option at the Central Library.
- Reduced travel time and improved access to customer services.
- Enhanced customer service and accessibility for Brownsville residents.

Through this collaborative initiative, BPUB and the City continue to improve service delivery, expand access to essential services, and provide convenient solutions that better serve the community.

Streetlight Program

BPUB continues to support public safety and community mobility through its comprehensive streetlight program. The utility installs and maintains approximately 13,772 streetlights throughout the City of Brownsville, enhancing visibility for motorists, pedestrians, and cyclists.

These lighting assets play a vital role in promoting safer roadways, improving neighborhood security, and supporting transportation infrastructure across the community. Through ongoing maintenance, repairs, upgrades, and new installations, BPUB works to ensure the reliability and effectiveness of the streetlight system.

BPUB remains committed to partnering with the City to provide efficient, reliable streetlighting services that enhance public safety, improve quality of life, and support the needs of Brownsville's residents and businesses.

LED Streetlight Conversion Program

BPUB and the City of Brownsville continue to work together to modernize the City's streetlight system by converting streetlights to energy-efficient LED fixtures.

According to the COB's July 2026 Light Report, approximately 11,477 City-owned streetlights have been converted to LED technology. The program enhances visibility for motorists, pedestrians, and cyclists while reducing energy consumption and maintenance requirements.

BPUB's Electric Operations team works closely with the City to implement the conversions, maintain system reliability, and support the City's goals for improved public safety, operational efficiency, and sustainable infrastructure.

Through this collaborative effort, the City and BPUB are enhancing the quality of public lighting throughout Brownsville while delivering long-term benefits to residents, businesses, and the community.

New Street Light Requests

BPUB and the City of Brownsville continue to work collaboratively to address new streetlight requests and enhance lighting throughout the community. Through ongoing coordination between BPUB's Electrical Division and the City's Traffic Department, new lighting installations are evaluated, prioritized, and completed to support public safety and community development.

As of July 2026, BPUB has installed 9 new streetlights throughout the city at the request of the Traffic Department, as well as 104 streetlights within new subdivision developments during FY 2025-2026.

A key component of this collaborative effort is the monthly BPUB-City of Brownsville Technical Committee meetings. These meetings provide a forum for both organizations to identify and resolve process challenges, clarify project requirements, improve communication, and streamline the review and installation process.

Through this partnership, BPUB and the City are improving coordination, increasing transparency, and enhancing responsiveness to community lighting needs while supporting continued growth and public safety throughout Brownsville.

Expressway Lights Maintenance Program

BPUB and the City of Brownsville continue to collaborate to maintain roadway lighting along Expressway 77/69, enhancing visibility, improving public safety, and supporting reliable transportation infrastructure throughout the community.

BPUB currently maintains more than 800 roadway lighting fixtures along the expressway corridor, including a significant number of lights located outside BPUB's electric service territory. Through ongoing coordination with project partners and transportation agencies, BPUB helps ensure these critical lighting assets remain operational and continue to serve residents and visitors traveling through Brownsville.

During FY 2025-2026, BPUB completed four major expressway lighting maintenance operations, replaced more than 150 lighting fixtures, and repaired two electrical distribution circuits supporting the system. Additionally, BPUB Electrical Operations has scheduled ongoing maintenance activities throughout the remainder of the fiscal year to proactively address lighting needs and maintain system reliability.

Through this collaborative effort, BPUB and the City continue to enhance roadway safety, improve lighting performance, and support the long-term reliability of critical transportation infrastructure.

Landfill New Sanitation Department Shop

BPUB continues to coordinate with the City of Brownsville on the development of the new Sanitation Department Shop at the City Landfill, which will support the maintenance and repair of landfill equipment.

A work order has been approved for the installation of approximately 500 feet of underground three-phase primary distribution line, a service transformer, and associated electrical equipment. Construction is scheduled to begin in August 2026, with completion anticipated by the end of the month.

This collaborative effort will provide the electrical infrastructure necessary to support the City's ongoing landfill operations.

City Hall Electrical Upgrades

BPUB continues to work with the City of Brownsville and Ethos Engineering to support electrical service upgrades associated with the City Hall HVAC improvement project.

Coordination efforts are focused on sizing a new pad-mounted transformer to accommodate the proposed building load. BPUB and City staff are currently evaluating equipment location, project costs, and construction requirements to support a smooth transition into the construction phase.

This collaborative effort will help modernize City Hall infrastructure and support improved energy efficiency and building performance.

City Plaza Upgrades

BPUB is working with the City of Brownsville and Hanson Professional Services to support the City Plaza Upgrades Project. The project includes relocating an existing BPUB pad-mounted transformer to accommodate the installation of a new generator.

BPUB is coordinating with project stakeholders to identify a new accessible location for the transformer and facilitate the acquisition of any necessary easements. These efforts will help ensure reliable electrical service while supporting the City's planned infrastructure improvements.

BTXFiber

BPUB continues to collaborate with the City of Brownsville, Omni Fiber (Lit Fiber), and Davey Resource Group (DRG) to support the BTXFiber project and facilitate the deployment of broadband infrastructure throughout the community.

As part of this effort, BPUB reviews pole attachment applications, coordinates utility conflict resolution, and works with project partners to ensure proposed installations meet technical and safety standards. Omni Fiber continues to utilize Davey Resource Group to prepare and revise permit application packages, with an increased focus on underground installations to reduce reliance on aerial infrastructure.

In December 2025, DRG submitted documentation for 22 permits encompassing approximately 360 poles for BPUB review. BPUB completed its review in March 2026 and provided feedback regarding pole loading requirements, make-ready work, and telecommunications infrastructure adjustments.

As of August 2026, DRG is revising permit applications based on BPUB's comments, and both organizations continue working collaboratively to address outstanding make-ready requirements and advance permit approvals. BPUB is also actively reviewing pending applications, coordinating with project stakeholders, and streamlining internal processes to improve turnaround times and support project progress.

Weekly coordination meetings between the City, Omni Fiber, and BPUB continue to facilitate communication, resolve issues, and maintain momentum on this important community broadband initiative.

SPI Airport Electrical Reliability

BPUB continues to support reliable electrical service to the South Padre Island International Airport through proactive maintenance and infrastructure improvements.

During FY 2025-2026, BPUB Electrical Operations completed a comprehensive inspection of the overhead distribution circuit serving the airport and implemented preventive maintenance measures to enhance system reliability. As of August 6, 2026, all identified maintenance activities have been completed, including:

- 28 tree-trimming projects

- 23 pole replacements
- 11 lightning arrester replacements
- 13 transformer replacements
- 189 fog bowl insulator replacements
- 2 capacitor bank replacements

Through these improvements, BPUB is helping strengthen the reliability of the electric system serving the airport, supporting safe and dependable operations for a critical regional transportation asset.

Resaca de la Guerra Resiliency and Restoration Project

The Resaca de la Guerra Resilience and Restoration Project, located along the Resaca de la Guerra corridor in south Brownsville near the Southmost area, is designed to restore aquatic and riparian habitats, create additional potable water storage capacity, and strengthen the resilience of Brownsville's water system. The project is funded through a $3 million WaterSMART grant from the Bureau of Reclamation with a $1.6 million local cost-share contribution.

The final design is approximately 90% complete, and environmental, cultural compliance, and permitting activities are anticipated to be completed in September 2026. Contractor selection is expected in November 2026, with sediment removal activities scheduled to begin in January 2027 and conclude in June 2027.

Subsequent phases will include vegetation removal, riparian revegetation, trail construction, and the installation of stormwater treatment units through Spring 2027.

Through this project, BPUB is advancing long-term water supply resilience, environmental stewardship, habitat restoration, and water quality improvements that will benefit the Brownsville community for generations to come.

Underground Residential Distribution (URD) Conductor Replacement Project

BPUB continues to enhance the reliability and resilience of its electric distribution system through the Underground Residential Distribution (URD) Conductor Replacement Program. Using a data-driven approach developed by the Electrical Systems Planning (ESP) Department, BPUB evaluates underground electrical infrastructure based on outage history, cable failure trends, maintenance records, asset age, and reliability risks to identify and prioritize replacement projects.

This proactive strategy helps reduce service interruptions, improve system performance, lower maintenance costs, and support informed capital investment decisions. By targeting areas with the

greatest infrastructure needs, BPUB is working to improve reliability and provide a higher level of service to customers.

During FY 2026, BPUB advanced its system reliability efforts by securing engineering consulting services and commencing design of the following projects:

Galaxia Subdivision

BPUB has secured a consultant and initiated design activities for the replacement of aging direct-buried underground electrical infrastructure within the Galaxia Subdivision located by Military Highway and Calle Pluton. The project includes upgrades to associated distribution equipment and, where necessary, evaluation of transformer replacements. Engineering studies have also identified opportunities to improve system operability through loop-fed configurations and fault-location technologies that can reduce outage durations and maintenance costs. The project is expected to replace approximately 14,000 feet of underground distribution cable.

Timber Subdivision

BPUB has also advanced design efforts for the Timber Subdivision URD Replacement Project located by McKenzie Rd and Timber Dr. The proposed improvements will replace existing direct-buried cable with conduit-installed cable and incorporate junction boxes that will allow the subdivision to operate in a loop-fed configuration. These enhancements are expected to improve reliability, reduce outage durations, enhance fault isolation and troubleshooting capabilities, and lower long-term maintenance costs. The project is expected to replace approximately 4,400 feet of underground distribution cable.

Through these investments, BPUB is proactively modernizing critical electric infrastructure while improving system reliability, resiliency, and service quality for customers.

Brownsville Airport District Cable Replacement Project

BPUB continues to advance the Brownsville Airport District Cable Replacement Project to improve electric system reliability and replace aging underground infrastructure serving the airport area.

To support this effort, BPUB retained an engineering consultant and has worked closely with Airport and City staff to complete field surveys, utility locates, and staking of proposed equipment locations. The project includes replacing approximately 2.12 miles of direct-buried electrical cable within Airport District facilities.

FY 2025-2026 Update:

Boca Chica Boulevard Segment: Design has been initiated for approximately 1.12 miles of new underground cable and conductive cable improvements along Boca Chica Boulevard. The engineering design is currently under review by BPUB Electric Engineering staff. Once finalized, construction is expected to take approximately 10 to 12 weeks.

South Vermillion Avenue Segment: Design has been initiated for approximately 1 mile of overhead cable improvements along South Vermillion Avenue and is currently 98% complete. Upon completion of the design phase, construction is expected to take approximately 8 to 10 weeks.

Through this project, BPUB is proactively replacing aging infrastructure, improving system reliability, and enhancing service resiliency for critical facilities within the Airport District.

Communication Synergy

BPUB and the City of Brownsville continue to strengthen collaboration, transparency, and communication through established coordination channels that support informed decision-making and effective service delivery.

To enhance communication between both organizations, BPUB designated its Chief Administrative Officer as the primary City Liaison. In this role, the CAO serves as the central point of contact for City-BPUB communications, facilitating information sharing, coordinating responses to inquiries, and supporting intergovernmental collaboration.

Throughout FY 2025-2026, BPUB and the City maintained regular communication and coordination through a variety of forums, including:

- Presentations and discussions with the City Commission on matters of strategic importance to the community, including:
  - November 18, 2025: Ensuring a Sustainable Water Supply, presented by Dr. Joseph Hollmann, SRWA Board Chair.
  - March 3, 2026: Brownsville Public Utilities Board 2026-2030 Strategic Business Plan, presented by Gerardo Martinez, BPUB Board Chair, and Marilyn D. Gilbert, General Manager & CEO.
- Regular meetings between City and BPUB legal counsel.
- Monthly Technical Committee meetings between City and BPUB staff to coordinate projects, resolve operational issues, improve communication, and enhance organizational efficiency.

Through these ongoing efforts, BPUB and the City continue to foster a strong working relationship, improve transparency, strengthen interagency coordination, and advance shared goals that benefit the Brownsville community. In addition to these regular communication channels, joint subcommittee meetings and joint meetings of the Brownsville City Commission and BPUB Board of Directors

remain valuable tools for promoting collaboration, discussing shared priorities, and strengthening the partnership between both organizations, even though no such meetings were held during FY 2025-2026.

Event Collaboration

BPUB and the City of Brownsville continue to collaborate on a variety of community events and outreach initiatives that promote public awareness, strengthen community relationships, and maximize the effective use of shared resources. Through these joint efforts, both organizations educate residents, support civic engagement, and highlight services that enhance the quality of life in Brownsville.

During FY 2025-2026, BPUB partnered with the City on numerous community events, including:

- *One City Information and All-Hazards Preparedness Fair*
  BPUB partnered with the City of Brownsville to participate in the One City Information and All-Hazards Preparedness Fair on May 21, 2026. BPUB staff provided information on utility services, customer service resources, and billing assistance, while Leo the Lineman shared hurricane preparedness and electrical safety information. The event also provided an opportunity for City and BPUB representatives to engage directly with residents and address community questions.

- *Town Hall meeting for Valley International Country Club (VICC)*
  BPUB partnered with the City of Brownsville to host a Town Hall meeting for Valley International Country Club (VICC) residents on June 22, 2026, to discuss utility service issues and opportunities for improvement within the community.

  During the meeting, BPUB staff provided information on the history of utility service within VICC, discussed operational and infrastructure challenges affecting the area, and shared potential paths forward. BPUB's Customer Service team also addressed questions and concerns directly from residents.

- Careers and Coffee Job Expo
  BPUB participated in the Careers and Coffee Job Expo held on October 23, 2025, a workforce development event co-hosted by the City of Brownsville and the Greater Brownsville EDC (GBEDC). The event connected residents with local employers, career opportunities, and workforce development resources.

  BPUB staff engaged with job seekers, shared information about employment opportunities at the utility, and highlighted career paths within the utility industry.

- Brownsville Parks and Recreation Touch-A-Truck
  BPUB participated in the District 2 Spring Fling & Touch-A-Truck event hosted by the City of Brownsville Parks & Recreation Department at Cabler Park on April 11, 2026. BPUB showcased a backhoe from the Water/Wastewater Operations and Construction Department, giving children and families a chance to explore utility equipment and learn more about the services BPUB provides to the community.

- Scout Government Day
  BPUB participated in the 74th Annual Brownsville Scout Government Day hosted by the City of Brownsville on February 13, 2026, at Brownsville City Hall. The event provided local Scouts with a firsthand look at municipal government operations and the essential services provided to the community.

  As part of the program, Scouts interacted with representatives from various City departments and community partners, including BPUB, to learn about public service, utility operations, and career opportunities. The event encouraged civic engagement and provided participants with a deeper understanding of how local government and public utilities work together to serve residents.

- BISD 6TH Annual Sustainability Rally
  BPUB participated in the BISD 6th Annual Sustainability Rally in April 2026, where Energy Efficiency and Conservation staff engaged with approximately 270 students and provided information on sustainability initiatives, energy efficiency, water conservation, and responsible resource management.

  Through participation in community educational events such as the Sustainability Rally, BPUB supports broader community efforts to promote environmental stewardship and raise awareness of sustainability among future generations. These outreach activities complement the shared commitment of BPUB and the City of Brownsville to educating residents, encouraging conservation, and fostering a culture of environmental responsibility within the community.

- BPUB's Big Public Utilities Bash
  BPUB hosted the Big Public Utilities Bash on October 10, 2025, offering families an opportunity to learn about the utility services that support the community through interactive, educational experiences.

  More than 2,000 attendees participated in the event, which featured utility trucks, hands-on demonstrations, educational games, and information on water conservation, public power, and wastewater services. The event also included participation from community partners, including the Brownsville Police Department and Brownsville Fire Department, which provided vehicle displays and public safety information.

- Community Event Sponsorships
  In addition to its collaborative outreach efforts with the City of Brownsville, BPUB supported several community events throughout FY 2025-2026 that promoted civic engagement, community pride, education, and economic development.

  Notable sponsorships included Mayor John F. Cowen, Jr.'s 2026 State of the City Address, held on March 25, 2026, which highlighted Brownsville's accomplishments, priorities, and vision for the future. BPUB also supported the Mr. Amigo 2026 celebrations held in February 2026, which celebrated the longstanding cultural and binational ties between Brownsville and Matamoros.

Drought Response

BPUB and the City of Brownsville continue to work collaboratively to promote water conservation and raise public awareness of drought conditions through coordinated outreach, education, and community engagement. These initiatives support responsible water use, help preserve limited water resources, and reinforce the community's long-term resilience during droughts.

Throughout FY 2025-2026, BPUB and the City implemented a variety of conservation awareness initiatives, including:

- Drought-related billboard campaigns were displayed at key locations throughout the city.
- Social media outreach and public information campaigns provide updates on drought conditions, conservation measures, and water-saving practices.
- Digital signage and customer communications highlighting conservation tips and drought-related information.
- Educational outreach through career days, facility tours, schools, universities, and community partners to increase awareness of water resource challenges and conservation opportunities.
- Legislative advocacy efforts, including participation in Brownsville Day at the Capitol, where BPUB and City representatives engaged state leaders on regional water supply needs, drought challenges, and infrastructure funding opportunities.

As a result of improving reservoir conditions, Brownsville transitioned from Drought Stage 2 to Drought Stage 1 on August 7, 2026. BPUB and the City continue to promote conservation awareness and encourage responsible water use to help preserve the region's water resources and maintain long-term water sustainability.

Through these ongoing efforts, BPUB and the City are working together to build a culture of conservation, support sustainable resource management, and help ensure a reliable water supply for future generations.

Safety, Security, and Emergency Preparedness Partnerships

BPUB's Safety and Security Operations Department (SSOD) and Emergency Preparedness Division continue to collaborate with the City of Brownsville, public safety agencies, educational institutions, and community organizations to enhance public safety, strengthen emergency preparedness, and support workforce development throughout the region.

These partnerships help improve coordination between agencies, strengthen emergency response capabilities, and support the City's efforts to protect residents, critical infrastructure, and essential services before, during, and after emergency events.

During FY 2025-2026, BPUB supported the following collaborative initiatives:

- Electrical Hazard Awareness Training was provided to the Brownsville Police Department, Brownsville Fire Department, City of Brownsville personnel, Cameron County staff, and other local agencies, helping first responders and public employees safely operate around utility infrastructure during routine operations and emergency incidents.

- Traffic Control and Work Zone Safety Training was conducted on February 12, 2025, supporting the safe management of roadway incidents, infrastructure projects, and emergency response activities.
- Law Enforcement Training Support and SWAT Exercises conducted in partnership with the Brownsville Police Department, strengthening coordination between utility and public safety personnel during emergency scenarios.
- Electrical Safety Education Programs provided to Brownsville ISD students on:
  - October 7, 2025
  - December 17, 2025
  - February 26, 2026
  - April 16, 2026

These programs support community education and workforce development while increasing awareness of utility safety and career opportunities.

- Emergency Preparedness Planning Session conducted jointly with the City of Brownsville Office of Emergency Management on May 5, 2026, to review emergency plans, coordination procedures, and response priorities.
- City of Brownsville Office of Emergency Management Tabletop Exercise conducted on May 7, 2026, strengthening interagency communication, situational awareness, and Emergency Operations Center coordination.
- Tropical Storm Preparedness and Coordination Calls were held between June 15 and 17, 2026, enabling BPUB and City officials to exchange real-time information regarding weather conditions, operational impacts, infrastructure concerns, and service restoration priorities.
- BPUB 2026 Hurricane Tabletop Exercise was conducted on June 17-18, 2026, with participation from the City of Brownsville Office of Emergency Management to enhance hurricane response planning and continuity of operations.
- Harness and Pole-Climbing Safety Training was provided to Gladys Porter Zoo maintenance personnel on September 9, 2026, supporting safe work practices and community partnerships.
- Disaster Finance Training, scheduled for September 14, 2026, and open to the City of Brownsville and other jurisdictional partners, to strengthen recovery planning and disaster reimbursement readiness.

BPUB also continued coordinating with the City through the City's WebEOC platform, participation in emergency management activities, and the assignment of a dedicated Liaison Officer within BPUB's Incident Command System to support communication and coordination with the City's Emergency Operations Center during emergencies.

Through these collaborative efforts, BPUB and the City of Brownsville continue to strengthen emergency preparedness, improve operational resilience, enhance public safety, and ensure the reliable delivery of essential services to the community.

Common Goal 4 – Ensure Quality of Service at Lower Cost

General Fund Transfer

As a municipally owned utility, BPUB provides value to the community beyond the delivery of reliable electric, water, and wastewater services. Through the General Fund Transfer established under City Ordinance 2022-1700, BPUB contributes directly to the City of Brownsville's ability to fund essential municipal services, infrastructure investments, public safety initiatives, and quality-of-life programs that benefit residents throughout the community.

Unlike investor-owned utilities, BPUB's revenues remain local, allowing the utility to reinvest in both critical utility infrastructure and the broader community it serves. This unique model helps ensure that the benefits of local ownership extend beyond utility operations and directly support services relied upon by Brownsville residents.

For FY 2025-2026, BPUB projects a transfer of approximately $12 million to the City of Brownsville through the General Fund Transfer program.

This contribution reflects the value of local ownership and supports the shared goal of delivering high-quality public services at the lowest reasonable cost. By leveraging the efficiencies of a municipally owned utility, BPUB helps generate resources that can be reinvested into the community while maintaining reliable utility services and competitive rates for customers.

Reduced Utility Rates

As a municipally owned utility, BPUB provides additional value to Brownsville citizens by offering reduced utility rates for municipal operations. In accordance with City Ordinance, Section 102, Article III – Rates and Charges, the City of Brownsville receives utility services at a discounted rate, helping reduce the cost of providing essential public services to the community.

By lowering utility-related operating expenses, these savings allow the City to direct more resources toward critical services, public infrastructure, parks, public safety, and other community priorities. This arrangement reflects the benefits of local ownership and the longstanding partnership between BPUB and the City in serving Brownsville residents.

For FY 2025-2026, the estimated utility rate discount provided to the City of Brownsville is approximately $445,000.

This cost-saving measure supports the shared goal of delivering high-quality public services at the lowest reasonable cost. By leveraging the efficiencies of a municipally owned utility, BPUB helps reduce municipal operating expenses while continuing to provide reliable electric, water, and wastewater services to both the City and the citizens of Brownsville.

Through this partnership, the benefits of local ownership extend beyond utility operations, creating direct financial value that is reinvested into the community and contributes to an enhanced quality of life for Brownsville residents.

Valve and Hydrant Maintenance

BPUB's Valve and Hydrant Department continues to work closely with the Brownsville Fire Department to inspect, test, flush, and maintain fire hydrants throughout the water distribution system. This ongoing partnership helps ensure hydrants remain operational and available to support fire protection services while identifying assets that require maintenance, repair, or replacement.

Hydrants are maintained, repaired, or replaced as needed and are color-coded in accordance with American Water Works Association (AWWA) standards to help emergency responders identify available fire flow.

In addition to hydrant maintenance, BPUB conducts routine valve inspections and exercises critical system valves to ensure proper operation and prevent equipment failure. This proactive approach supports the reliability of the water distribution system and helps ensure operational readiness during both routine and emergency conditions.

During FY 2025-2026, BPUB's Water and Wastewater Operations team completed maintenance activities on approximately 750 fire hydrants and 1,987 valves, helping maintain system reliability and supporting emergency response capabilities throughout the community.

In July 2026, BPUB implemented a new asset management system and preventive maintenance program designed to improve the tracking, scheduling, and performance of hydrant and valve maintenance activities. Prior to implementation, crews averaged approximately 230 dead-end hydrant flushings per month. The new system has enabled BPUB to achieve full compliance with state requirements by increasing monthly dead-end hydrant flushes to the required 293.

The preventive maintenance program is expected to further improve the management of hydrant and valve assets, expand maintenance activities, and enhance long-term system reliability and operational readiness.

Memorandum of Understanding for Cost Recovery of Services

BPUB and the City of Brownsville continue to implement the Memorandum of Understanding (MOU) for Cost Recovery of Services, which became effective on October 1, 2025, and established a framework for the equitable recovery of costs associated with services provided between the two organizations. The agreement promotes transparency, accountability, and appropriate cost allocation while helping prevent the under-recovery of expenses. The MOU represents a significant milestone in the ongoing partnership between BPUB and the City, providing a formal framework for managing shared services and associated costs.

The MOU encompasses a variety of shared services and operational activities, including:

- Use of BPUB rights-of-way
- Capital work orders
- Street lighting
- Resaca dewatered sediment disposal at the City landfill
- Software and Accela licenses
- City damages
- City customer service inspections
- TEF check distribution processing
- BTXFiber network support
- Wastewater downtown improvements
- Potable water treatment plant sludge disposal at the City landfill
- Franchise fee administration
- Street patching
- Resaca administration
- Waste collection services at BPUB facilities

BPUB and the City continue to improve administrative efficiency, strengthen interagency coordination, and ensure the fair allocation of costs associated with shared services and community infrastructure.

Waiver of Outstanding Pre-MOU Invoices

As BPUB and the City of Brownsville transitioned to the Memorandum of Understanding (MOU) for Cost Recovery of Services, both organizations collaborated to address outstanding invoices for services provided prior to the MOU's effective date of October 1, 2025.

On October 15, 2025, the City submitted a request to waive outstanding invoices for services provided between December 5, 2022, and September 30, 2025. Following review and consideration, the BPUB Board of Directors approved a waiver totaling $264,859 on November 10, 2025.

The action provided a clear transition into the new MOU framework and established a foundation for future cost recovery, budgeting, and service coordination between BPUB and the City. By resolving legacy invoices and implementing the MOU, both organizations strengthened administrative efficiency, improved financial transparency, and created a more streamlined process for managing shared services moving forward.

Electric Rate and Cost of Service Study

To support the long-term financial sustainability of the utility and ensure rates remain fair and equitable across customer classes, BPUB completed an Electric Rate and Cost of Service Study during FY 2025-2026. The study was conducted by NewGen Strategies & Solutions and evaluated the cost of providing electric service to Residential, Commercial Non-Demand, Commercial Demand, Commercial Large Demand, and Lighting customers.

The study's objective was to ensure that each customer class pays its appropriate cost of service while providing sufficient revenue to support the reliable operation, maintenance, and future investment needs of BPUB's electric system. The analysis also evaluated BPUB's financial requirements over a five-year planning horizon and developed a proposed rate structure designed to support continued system reliability and financial stability.

The findings support the shared goals of BPUB and the City of Brownsville by promoting transparent rate-setting practices, responsible financial planning, and the continued delivery of high-quality utility services at the lowest reasonable cost. By ensuring rates accurately reflect the cost of providing service, BPUB can continue investing in critical infrastructure while maintaining affordability and long-term value for customers.

While the study was presented to the board, the implementation of the proposed rates has been temporarily delayed. The analysis will be refreshed to reflect current operating conditions and updated financial assumptions, with implementation now anticipated for FY 2028.

2026-2030 Strategic Business Plan

BPUB continued to strengthen collaboration with the City of Brownsville through the development and implementation of its 2026-2030 Strategic Business Plan, a roadmap guiding the utility's investments, operations, and service priorities over the next five years.

From June through December 2025, BPUB undertook a comprehensive strategic planning process that engaged Board Members, leadership, employees, customers, community stakeholders, City Commissioners, and City Management to help define the organization's future direction. The effort included stakeholder interviews, strategic assessments, employee engagement, a Board and Leadership Team planning retreat, development of strategic priorities, and the creation of updated Vision and Mission Statements.

The planning process culminated in December 2025, when the BPUB Board of Directors formally adopted the 2026-2030 Strategic Business Plan. The plan establishes a framework for investing in reliable infrastructure, enhancing the customer experience, advancing operational excellence, maintaining affordability, promoting environmental stewardship, and strengthening partnerships that support Brownsville's continued growth and prosperity.

On March 3, 2026, BPUB Board Chair Gerardo Martinez and General Manager & CEO Marilyn D. Gilbert presented the Strategic Business Plan to the Brownsville City Commission, providing an overview of BPUB's long-term priorities and vision for serving the community.

By incorporating feedback from key stakeholders and aligning organizational priorities with community needs, the Strategic Business Plan serves as a shared roadmap for ensuring BPUB continues to deliver safe, reliable, and affordable utility services while supporting the long-term success of the Brownsville community.

Water/Wastewater Masterplan

BPUB’s Water and Wastewater Master Plan, adopted in 2025 and developed with consultant Freese and Nichols, provides a long-term, growth-based strategy through approximately 2050. It identifies about $32 million in near-term water improvements and $68 million in near-term wastewater projects to preserve reliability, address lift-station and force-main constraints, and reduce the risk of sanitary sewer overflows.

Integrated Resource Plan (IRP)

The 2025 Integrated Resource Plan (IRP) was approved by the BPUB Board of Directors on October 13, 2025. Developed by Patrylak Energy Advisors (PEA) with input from BPUB staff, Board Members, PUBCAP, City representatives, and community stakeholders through a series of public workshops, the IRP establishes a long-term roadmap for meeting the community's future electric energy needs.

Key Takeaways

- Long-Term Reliability – Evaluates future energy needs and resource options to ensure BPUB can continue providing reliable electric service as the community grows.
- Affordability – Supports informed decision-making aimed at balancing customer costs with the investments needed to maintain and improve the electric system.
- Resiliency – Assesses resource strategies that strengthen BPUB's ability to respond to extreme weather events, market volatility, and changing energy demands.
- Sustainability – Evaluates a range of power supply options, including traditional generation, renewable resources, battery storage, and energy efficiency programs to support a balanced and sustainable energy portfolio.
- Stakeholder Engagement – Incorporated feedback from BPUB customers, PUBCAP, Board Members, City representatives, economic development organizations, and community leaders to ensure future resource decisions reflect local priorities and community needs.

Through the Integrated Resource Plan, BPUB is proactively planning for future energy needs while maintaining its commitment to reliable service, responsible financial stewardship, and long-term value for the Brownsville community.

Conclusion: Working Together to Serve Brownsville

Throughout FY 2025-2026, the Brownsville Public Utilities Board and the City of Brownsville continued to demonstrate the strength and value of their longstanding partnership. By working collaboratively to align infrastructure investments, streamline administrative processes, improve customer service, and support community initiatives, both organizations advanced shared goals that directly benefit Brownsville residents and businesses.

Significant accomplishments during the reporting period included coordinated roadway and utility improvement projects; implementation of customer-focused technologies and service enhancements; expanded community outreach and educational efforts; continued investments in electric and water system reliability; long-term resource planning initiatives; and the execution of the Memorandum of Understanding for Cost Recovery of Services. Together, these efforts improved operational efficiency, strengthened transparency, enhanced public service delivery, and helped maximize the value of public resources.

As a municipally owned utility, BPUB remains committed to providing safe, reliable, and affordable electric, water, and wastewater services while contributing to the broader success of the Brownsville community. Through direct financial contributions to the City, reduced municipal utility rates, strategic infrastructure investments, and collaborative planning efforts, BPUB continues to deliver benefits that extend beyond utility operations and support the community's long-term growth and prosperity.

Looking ahead, BPUB and the City will continue to build upon this strong foundation of collaboration to address emerging challenges, leverage new opportunities, strengthen resilience, and enhance the quality of life for the citizens they serve. Together, both organizations remain dedicated to responsible stewardship, continuous improvement, and delivering exceptional value to the Brownsville community.

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	
Date:	Tuesday, September 1, 2026
Agenda #:	Consideration of approval of minutes from the City Commission Regular Meetings held on August 4, 2026, and August 18, 2026. (Office of the City Secretary)

Summary:

Project Scope and Analysis:

Funding:

Source:

Amount:

Local Contribution if Applicable:

Recommendation:

Commission Pillar:

Governance

Attachments:

1. M-08-04-2026
2. M 08.18.2026

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, August 4, 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"
BRYAN L. MARTINEZ, District 1

LINDA C. MACIAS, District 2

PEDRO E. CARDENAS, District 4

NURITH GALONSKY, At-Large "B"

GUSTAVO DE LEÓN, District 3

The following staff members were present:

ALAN GUARD City Manager

FELIX SAUCEDA Deputy City Manager/Chief of Police

DOROTEO GARCIA Deputy City Manager
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

CALL TO ORDER

a) ROLL CALL

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.

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

Mayor John Cowen, Jr., Commissioner Tino Villarreal, Commissioner Bryan L. Martinez, Commissioner Linda C. Macias, Commissioner Gustavo De Leon, and Commissioner Pedro Cardenas attended the meeting in person.

At 05:00 p.m., Commissioner Nurith Galonsky attended the meeting virtually.

b) INVOCATION

Pastor Brad Burkes delivered the invocation.

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 Boy Scouts Troop 11 Allen Hobbs, Mayor and City Commission.

PUBLIC COMMENT PERIOD

Mayra Rios City Secretary noted that 30 preregistered speakers were identified, with five indicating they did not wish to speak.

Motion: Motion was made by City Commissioner Bryan Martinez, seconded by City Commissioner Linda Macias, to approve to suspend the speaker limit and allow the remaining 25 individuals to address the council, each with a three minute time limit. The vote was cast 7 for, 0 against . The motion carried unanimously.

Yolanda Speece, 305 W. Madison St., Brownsville, Texas, expressed concerns about her previous interactions with city and police leadership, stating . She urged officials to consider how decisions affect residents and reelection prospects.

Raul Juarez, 2425 Barnard Rd, Brownsville, Texas submitted a Public Comment Form but wished to register his comments directly to the Commission expressing opposition to the Data Center.

Hugo Izaguirre, 7006 Laguna Del Rey Dr., Brownsville Texas , a lifelong Brownsville resident, stated deep concern about the proximity of the proposed data center to homes, schools, and businesses.

Luis Segure, 7360 Abelard Dr., Brownsville, Texas, expressed relief that council members acknowledged resident concerns. She warned about the practice of NDAs between elected officials and corporations in other cities and asked the council to avoid signing any NDAs related to data centers.

Alexis Diaz, 1744 Cathage Ct., Brownsville, Texas, stated that Brownsville's growth should not come at the cost of local needs. He supported pausing data center development until benefits can be proven.

Victoria Oceguera 175 Downs Dr., Brownsville, Texas, argued that Brownsville is already facing extreme water scarcity and that data centers would worsen conditions. She emphasized

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environmental impacts, especially noise affecting native and migratory birds, and encouraged investments in wildlife focused development rather than data centers.

Diablo Velez, 1254 E. Tyler St., Brownsville, Texas, submitted a Public Comment Form but he rescinded his request to address the City Commission.

Anaid Zapata, 1233 Calle Pluton, Brownsville, Texas, from Ground Game and DSA, supported the Brownsville Workers First initiative on the agenda. She urged the city to prioritize small businesses, local hiring, worker protections, and union collaboration.

Etianne Rosas, 33 Shadowbrook Lane, Brownsville, Texas, argued that data centers present significant financial risks, citing national trends in AI related debt, rapid hardware obsolescence, and declining profitability. He encouraged investing in essential services rather than data center development.

Rosa Gonzalez, 405 Valley Oak Cr., Los Fresnos, Texas, submitted a Public Comment Form but wished to register her comments directly to the Commission expressing opposition to the Data Center.

Amelia Murillo, 41546 Schafer Rd, Brownsville, Texas, opposed data centers and warned against allowing corporations to influence decisions at the expense of local residents and resources, and she emphasized "people over profit."

Nancy Cruz, 4820 Mckenzie Rd, Brownsville, Texas, urged careful evaluation of data center development. She cited risks to the electric grid, rising utility costs, water scarcity, and limited permanent job creation. She recommended updates to zoning codes to restrict high resource industrial uses.

Nathan Watson, 51 Alberte Rd., Brownsville, Texas, a student and local resident, opposed data centers near neighborhoods already affected by industrial development. He emphasized ongoing drought conditions and urged learning from Corpus Christi's challenges. He supported imposing a moratorium.

Keyla Garcia, 624 Pera Ave, Brownsville, Texas, expressed concern about the data center.

Jesse Gonzalez, 1001 E. Elizabeth St., Brownsville, Texas, urged the council to institute a full moratorium and suggested a three to five year research period to properly study impacts on electricity, cost of living, and environmental restoration.

Veronique Medrano, 980 Plantation St., Brownsville, Texas, emphasized Brownsville's past recognition for preserving natural resources. She argued the city lacks infrastructure to support large data centers and cited water use statistics from San Antonio. She advocated for a one year moratorium and stronger protections.

Rebekah Hinojosa, 3005 Old Alice Rd, Brownsville, Texas, submitted a Public Comment Form but wished to register her comments directly to the Commission expressing opposition to the Data Center.

Mary Therese Gallegos, 3160 North Buckingham Court, Brownsville, Texas, expressed concern about the data center.

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Jacqueline Morales, 142 Acacia Dr., Brownsville, Texas, expressed opposition to local data centers. She highlighted quality of life impacts, environmental concerns, and rising costs seen in other communities.

Christopher Basaldu, 651 Old Port Isabel Rd, Brownsville, Texas, opposed data centers, arguing they are environmentally harmful, disproportionately targeted at communities of color, and financially unstable.

Adhlemy Sanchez, 478 Rey Juan Carlos St., Brownsville, Texas, represented multiple community organizations and emphasized long term responsibility to protect Brownsville's environment for future generations. She supported a one year moratorium, stronger zoning setbacks, environmental studies, protections for water and noise, and careful evaluation of tax abatements.

Bebe Jowell 23405 FM 1846, Brownsville, Texas, expressed concerns regarding the Data Center.

Italia Salazar, 3812 Southmost Rd, Brownsville, Texas, emphasized concerns about water usage, affordability, and the impacts on residents with fixed or limited incomes. She stated that data centers would create financial burdens and argued they are not beneficial to the community.

Marlane Reyna, 1615 W US HWY 77 lot 209, Brownsville, Texas, submitted a Public Comment Form but wished to register her comments directly to the Commission expressing opposition to the Data Center.

Brenda Garza, 76 Alan Dale, Brownsville, Texas, argued that data centers would require water the city does not have to spare and predicted increased financial burden on residents. She summarized her message as prioritizing water and food security.

Mikaela Martinez, 1609 W Schunior St., Brownsville, Texas, submitted a Public Comment Form but wished to register her comments directly to the Commission expressing opposition to the Data Center.

Kaled Foss, 2064 E Van Buren St., Brownsville, Texas, expressed concerns about industrial development near the border and its impacts on communities across the region, including Mexico.

Angelina Cortez, 514 W. Buchanan St., Brownsville, Texas, representing UTRGV College Democrats, emphasized youth perspectives and long term consequences of industrial projects. She opposed data centers due to drought conditions, environmental concerns, and cumulative impacts of other developments.

CITY MANAGER'S UPDATE(S)

1) 2026 City of Brownsville Interdepartmental Call Audit

Yolanda De La Torre, Director of the Enterprise Project Management Office, explained that approximately a year and a half earlier, an interdepartmental call audit—similar to a "secret shopper" review—was conducted after a commissioner called several departments and identified inconsistencies in how staff answered phones and responded to callers. As a result, customer service training was initiated, and six cohorts, totaling around 120 employees, completed the

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training. The EPMO conducted a follow up interdepartmental call audit and identified additional issues. The purpose of the presentation was to outline those gaps and describe corrective actions underway. The collected data will be used to develop a second phase of customer service training aimed at improving consistency in telephone interactions.

Ms. De La Torre provided background on the effort, noting that an initial audit in early 2024 was performed informally by Commissioner Villarreal revealed areas needing improvement. That audit led to the development of customer service training for the Parks Department, and subsequently a citywide audit in fall 2024. Between January 2025 and June 2026, twelve training courses were delivered across four cohorts, reaching 223 staff members. She summarized the findings of the 2026 audit, which involved 68 calls made to departments listed in the City's online directory between June 1 and June 4. Calls were evaluated based on compliance with the employee handbook, telephone etiquette standards, customer service expectations, and professional communication practices, using the same criteria as the 2024 audit for consistency. Key results included:

- Departmental responsiveness increased from 64% answered calls in 2024 to 72% in 2026.
- 17% of calls in 2026 were not answered, with additional calls marked "not applicable" due to disconnected numbers.
- Professionalism ratings improved from 52% meeting expectations in 2024 to 68% in 2026.
- Helpfulness increased from 55% to 65% meeting expectations.
- Overall communication showed the most significant improvement, rising from 46% meeting expectations in 2024 to 67% in 2026.

Recommendations were provided to department directors and city leadership, including continued use of online customer service training, developing standardized phone greetings, and ensuring staff are trained on internal call routing protocols to reduce caller frustration. Additional recommendations included alphabetizing directory listings, regularly reviewing publicly posted phone numbers, updating interactive voice response systems, and evaluating the need to publish individual staff numbers.

The Enterprise Project Management Office will conduct ongoing follow ups to ensure accuracy of publicly listed contact information.

In response to commissioner questions, she confirmed that calls were limited to regular business hours and acknowledged concerns regarding weekend accessibility. She referenced available alternatives such as email, the service portal app, and emergency and non emergency numbers. She noted that IT is working on automated tools, including AI supported call routing and the ServiceNow chatbot, to improve after hours triage.

City Commissioners expressed appreciation for the work and suggested exploring incentives through HR, incorporating customer service expectations into onboarding, and continuing annual audits for ongoing improvement.

2) Second Budget Worksession with City Commission for FY 2027. (Financial Services Department)

Stephe Muse, Financial Services Director, presented the City of Brownsville's second Fiscal Year 2027 budget workshop, beginning with a recap of the prior session. He reviewed the city's strategic planning efforts, findings from the citizen satisfaction survey, and recent legislative

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impacts. Mr. Muse also revisited departmental requests and end-of-year projections to give context for the upcoming fiscal year.

He highlighted key elements of the proposed FY 2027 budget, including the second phase of the compensation plan, continued adjustments to align salaries with market rates, and a proposed minimum wage increase to $15 per hour. Mr. Muse also discussed considerations for an additional employee holiday, noting strong staff preference for a flexible personal day. These items, he explained, were incorporated to support employee retention and organizational competitiveness.

Mr. Muse provided a detailed overview of the city's revenue outlook and tax rate options. While maintaining the current tax rate would leave an unfunded operational gap of approximately $1 million, the voter approval tax rate would generate additional revenue to cover critical needs. He emphasized that even with the higher rate, not all departmental requests could be met, reflecting the ongoing challenge of balancing limited resources with growing demands.

The presentation outlined both funded and unfunded operational requests across departments. Funded items included enhancements in public safety, emergency management, IT security, street maintenance, and staffing expansions in key service areas. Unfunded needs included airport maintenance, additional code enforcement positions, planning support, and several facility improvements. Mr. Muse explained that prioritization was guided by strategic goals and citizen feedback, particularly in areas such as roads, public safety, parks, and cultural events.

Mr. Muse concluded by summarizing expenditures, internal service fund adjustments, special revenue allocations, and enterprise fund performance. He noted that the budget maintains stable proportional spending across major categories while supporting ongoing improvements through the capital improvement plan. He then invited commissioners to ask questions and provide directions as the budget process continues.

Commissioner Pedro Cardenas requested clarification on budget items related to board meeting transparency, specifically the lack of live streaming for certain boards. Staff explained that while meetings for the Board of Adjustment, Historic Preservation Commission, and Building Standards Commission are recorded through platforms like Teams or Webex, they are not streamed live on YouTube due to unfunded costs to expand the city's formal streaming system. Commissioner Cardenas also raised concerns about the quality of streaming for other Board and inquired about licensing costs for Accela software.

Staff confirmed that essential system functions remain supported under existing licenses, and the requested funds were only for optional feature enhancements.

Mayor John Cowen Jr. addressed broader budget policy considerations, observing that the city's conservative sales tax budgeting approach may delay funding for essential projects.

Alan Guard, City Manager, noted that while this policy protects the city during economic fluctuations, midyear amendments often fill gaps once revenues exceed conservative estimates. Mr. Guard emphasized the city's strong financial health, ongoing revenue generating initiatives—including methane gas sales and dark fiber leasing—and the commission's continued commitment to transparency, competitive employee compensation, and strategic investment in community priorities.

Maribel Guerrero, Director of Engineering and Public Works, provided an extensive update on major street reconstruction projects currently underway or in development. She reported steady progress on Coffee Road Phase I, Jeanette Road, Old Highway 77, and Wild Rose Lane, noting that each project includes complete roadway reconstruction, upgraded drainage, utility improvements, curbs, gutters, and multi-use sidewalks. Ms. Guerrero also highlighted upcoming

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work for Coffee Road Phase II and Old Alice Road, both in the design and bidding phases, and emphasized continued coordination on intelligent transportation system upgrades, including modernization of traffic signals, real time monitoring equipment, and expanded fiber connectivity.

Joel Garcia, Director of Multimodal Transportation, gave an overview of several trail projects, including Monteo Trail Park, West Road Trail to the Sports Park, Southmost Nature Trail Phase V, and additional phases of the citywide trail network. He outlined current design timelines, bid evaluations, and construction progress, noting that these projects aim to improve pedestrian mobility and strengthen connections to parks and neighborhoods.

Diego Gomez, Capital Projects Financial Manager, then presented the five-year CIP, totaling $158 million, with balanced funding between CO debt and grants. He detailed allocations for FY 2027 across departments—including landfill, engineering, parks, multimodal transportation, fire and EMS, airport, IT, and planning—while highlighting major upcoming facility upgrades, equipment replacements, historic preservation initiatives, and multiyear infrastructure investments.

Gilberto Salinas, President & CEO of the Greater Brownsville Economic Development Corporation (GBDC), presented an overview of the organization's recruitment strategy. He outlined recent lead generation efforts, prospect visits, and project conversions. Over the past year, the GBDC generated more than one thousand new jobs and facilitated approximately one hundred ninety-one million dollars in capital investment, with additional large scale projects currently under negotiation. The projected economic impact of both announced and pending projects is expected to reach several billion dollars over the next decade, significantly expanding the city's tax base and PUB's power load revenue.

Salvador Villalpando, CPA and Director of Budget and Investments for the Greater Brownsville Economic Development Corporation (GBDC) also presented its proposed Fiscal Year 2027 budget, which includes twenty-two million dollars in planned revenues, seventeen million dollars in expenditures, and a projected fund balance of sixteen million dollars. A portion of the revenue comes from one-time industrial land sales, specifically designated for development of the next phase of the Brownsville Tech District. Staff emphasized that these onetime revenues would not be used to fund ongoing operations.

Finally, Cori Peña, President and CEO of the Brownsville Community Improvement Corporation (BCIC), presented the Fiscal Year 2027 budget to the Mayor, City Commissioners, and city staff, expressing gratitude for their continued support and partnership. She emphasized BCIC's commitment to responsible stewardship and strategic investments that advance entrepreneurship, support small businesses, enhance community development, and improve quality of life.

Victoria Padron, Chief Operating Officer and Finance Program Director, outlined the balanced $10.1 million budget, funded primarily by sales tax and supplemented by interest income, GBEDC partnerships, federal EDA funds, and carry forward dollars from FY 2026. She highlighted key allocations across operations, city quality of life projects, community development programs, entrepreneurship and innovation initiatives, strategic investments, city service contracts, and the Ebridge revolving loan fund. The budget, approved by the Board on July 27, is scheduled for first and second readings at upcoming commission meetings, with implementation expected to begin on October 1.

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CONSENT AGENDA ITEM(S)

1) Consideration and **ACTION** to authorize the City Manager to execute a budgeted Group Critical Illness Interlocal Agreement with the Texas Municipal League Intergovernmental Risk Pool (TMLIRP), enabling eligible Pool members to obtain Group Critical Illness Coverage in accordance with House Bill 4144 of the 89th Texas Legislature. (Organizational Development & Human Resources
2) Consideration and **ACTION** to authorize the City Manager, or designee, to negotiate and execute a professional services agreement with The Harbeck Company, Inc., in an amount not to exceed $100,000, for training services, hiring assessments for various departments, including the Fire and Police Departments, leadership development, coaching, and related travel expenses. (Organizational Development & Human Resources)
3) Consideration and **ACTION** to approve the first one-year renewal of the Professional Service Agreement for Air Service Development Consulting Services (RFP ASC-89-0623) with Crawford, Murphy and Tilly, Inc for the Brownsville South Padre Island International Airport in the amount of $104,187, as budgeted. (Airport Department).
4) Consideration and **ACTION** to authorize a professional services contract with Parkhill, Smith & Cooper, Inc. dba Parkhill on a Task Order basis for Contract No.153-26-AIR-RFQ, for a term of up to five years, for landside architectural, engineering, and construction management services to support the Airport's capital development program. (Airport Department)
5) Consideration and **ACTION** to approve a Task Order No.19 for Civil Engineering and Related Services for the reconstruction of Tradition Circle and Achievement Drive, to Ambiotec Civil Engineering Group, Inc., in the amount not to exceed $108,758, as budgeted. (Engineering and Public Works Department)
6) Consideration and **ACTION** on **Resolution Number 2026-113** authorizing the execution of an agreement between the City of Brownsville and the Texas Department of Transportation for the Installation and Reimbursement for the Operation and Maintenance of Traffic Signals within a Municipality. (Engineering and Public Works Department).
7) Consideration and **APPROVAL** on **SECOND** and **FINAL 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)
8) Consideration and **APPROVAL** on **SECOND** and **FINAL READING** of **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)
9) Consideration and **APPROVAL** on **SECOND** and **FINAL READING of Ordinance Number 235-2026-015**, to rezone from Agriculture (AG) to Residential Single-Family (R-1) for an

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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)

10) Consideration and **APPROVAL** on **SECOND** and **FINAL READING of 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)
11) Consideration and **APPROVAL** on **SECOND** and F**INAL 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 3. - Vacancies (Adding automatic triggers for forfeiting office)
    b) Amending Charter Art. V., Administrative Provisions, Section 3. - Vacancies (Adding discretionary triggers for forfeiting office)
    c) 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)
    d) Amending Charter Art. V., Administrative Provisions, Section 13 – Compensation (Address Mayor and City Commissioner's compensation)
    e) Amending Charter Art. V., Administrative Provisions, to add 21-B. - Office of the City Secretary (Creating the Office of the City Secretary)
    f) Amending Charter Art. V., Administrative Provisions, to add 21-C. - Office of the City Auditor (Creating the Office of the City Auditor)
    g) Amending the Charter Art. V., Administrative Provisions, to add Section 22-B, Merit Hiring (Adding Merit principle hiring to City Charter)
    h) Amending Charter Art. V., Administrative Provisions, Section 28A. Audit and oversight committee (Increasing the membership on the committee)
    i) Amending Charter Art. V., Administrative Provisions, Section 28A. Audit and oversight committee (general clean-up)
    j) Amending Charter Art. V., Administrative Provisions, to add Section 35, Municipal Campaign Finance (Requiring Commission to set campaign finance regulations by ordinance)
    k) 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)
    l) Amending Charter Art. VII., General Provisions, to add Section 3-A, - The Initiative (Adding initiative petition procedures for citizens)

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m) Amending Charter Art. VII., General Provisions, to add Section 3-B, - Referendum (Adding referendum procedures for citizens)
n) 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.

Consideración y **APROBACIÓN** en S**EGUNDA y ÚLTIMA LECTURA** de la **Ordenanza número 2026-1812**, que ordena y convoca una elección sobre la Carta Constitutiva para someter a votación las enmiendas propuestas durante las Elecciones Generales del 3 de noviembre de 2026, respecto a las siguientes enmiendas (Comité de Revisión de la Carta Constitutiva / Oficina del Secretario Municipal / Oficina del Abogado Municipal):

a) Enmienda del artículo V de los Estatutos, apartado 3, «Disposiciones administrativas». - Ofertas de empleo (Incorporación de causas automáticas de pérdida del cargo))
b) Enmienda del artículo V de los Estatutos, «Disposiciones administrativas», apartado 3. — Vacantes (Incorporación de supuestos discrecionales para la pérdida del cargo)
c) Enmienda del artículo V de los Estatutos, «Disposiciones administrativas», para modificar la sección 4. — Requisitos. (Se añade la morosidad fiscal u otras obligaciones pendientes con el Ayuntamiento como impedimento para el ejercicio de un cargo público)
d) Enmienda del artículo V de los Estatutos, Disposiciones administrativas, apartado 13: Remuneración (relativo a la compensación del alcalde y de los comisionados)
e) Enmienda del artículo V de los Estatutos, «Disposiciones administrativas», para añadir el apartado 21-B. — Oficina del Secretario Municipal (Creación de la Oficina del Secretario Municipal)
f) Enmienda del artículo V de los Estatutos, «Disposiciones administrativas», para añadir el apartado 21-C. — Oficina del Auditor Municipal (Creación de la Oficina del Auditor Municipal)
g) Enmienda del artículo V de los Estatutos, «Disposiciones administrativas», para añadir la sección 22-B, «Contratación por méritos» (Incorporación del principio de contratación por méritos a los Estatutos de la ciudad)
h) Enmienda del artículo V de los Estatutos, Disposiciones administrativas, apartado 28A. Comité de auditoría y supervisión (Ampliación del número de miembros del comité)
i) Enmienda del artículo V de los Estatutos, Disposiciones administrativas, apartado 28A. Comité de auditoría y supervisión (revisión general)
j) Enmienda del artículo V de los Estatutos, «Disposiciones administrativas», para añadir el artículo 35, «Financiación de las campañas municipales» (por el que se exige a la Comisión que establezca normas sobre la financiación de las campañas mediante ordenanza municipal)
k) Enmienda del artículo V de los Estatutos, «Disposiciones administrativas», para añadir el artículo 35, «Código deontológico»; Comisión Asesora de Ética (que exige a la Comisión crear un Consejo de Ética y aprobar normas deontológicas mediante ordenanza)
l) Enmienda del artículo VII de los Estatutos, «Disposiciones generales», para añadir la sección 3-A: «La iniciativa» (Incorporación de los procedimientos de petición de iniciativa ciudadana)
m) Enmienda del artículo VII de los Estatutos, «Disposiciones generales», para añadir la sección 3-B: «Referéndum» (Incorporación de procedimientos de referéndum para los ciudadanos)

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n) Enmienda de los artículos I a VII de los Estatutos, excepto el artículo VI (Junta de Servicios Públicos), con el fin de revisar o eliminar las disposiciones que hayan quedado derogadas por la legislación estatal y de actualizar o eliminar la redacción arcaica.

Motion: Motion was made by City Commissioner Bryan Martinez, seconded by City Commissioner Pedro Cardenas, to approve consent agenda items 1 through 11. The vote was cast 5 for, 0 against [Galonsky and De Leon absent]. The motion carried unanimously.

PUBLIC HEARING(S)

1) **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)**

Will Treviño City Attorney explained that the developer of the district requested an increase in the Public Improvement District (PID) assessment due to higher maintenance expenses, particularly the cost of purchasing additional water during drought conditions to preserve landscaping. The proposed increase would raise the annual assessment from approximately $1,078 to $1,398 per lot, a change communicated to property owners as required by law.

Mayor John Cowen Jr. opened the public hearing.

Michelle Garza stated she owns a lot in the development and objected to the proposed 30% increase in the PID assessment. She explained that there has been little visible improvement in the area to justify the increase, noting dead trees, dying grass, and lack of irrigation. She said she pays taxes, HOA fees, and PID fees, and asked the commission to reconsider lowering the assessment.
Santiago Vero also owns a lot in the development and expressed concern about the unexpected PID increase. He asked how the assessment would be affected as future phases are built—specifically whether it would go up, down, or be divided among more lots. He emphasized that the increase was not communicated upfront and residents were surprised by the notice.
Jessi Ruiz also noted that was not aware of this increases and he would like to have more information.

Staff clarified that unsold lots remain the developer's responsibility, that the PID board has not yet convened, and that assessments fund public improvements—such as streets, utilities, trails, and landscaping—within the district.

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Commissioners expressed appreciation for the residents' concerns and emphasized the need for clearer information, including participation from the developer and PID administrator. They discussed how PID boards are typically formed and noted that assessments, unlike tax rates, are not controlled by the commission. Given the unanswered questions, the commission opted to keep the public hearing open and table the item until the August 18 meeting so residents could receive complete explanations and the commission could evaluate the proposed increase more thoroughly.

Motion: Motion was made by City Commissioner Bryan Martinez, seconded by City Commissioner Pedro Cardenas, to table Public Hearing Number 1 for the next city commission meeting August 18, 2026. The vote was cast 5 for, 0 against [Galonsky and De Leon absent]. The motion carried unanimously.

2) **Public Hearing and ACTION on SECOND and FINAL 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, regulations related to smoking in outside patios; and regulations for Cigar/Hookah Bars/Lounges. (Office of the City Attorney)**

Will Trevino, City Attorney, addressed the mayor and city commission regarding the second reading of the proposed smoking ordinance. He noted that additional recommendations from the Health Department had been incorporated into the updated draft distributed to the commission.
Mr. Trevino explained that, consistent with prior discussions, the ordinance would allow cigar bars and hookah lounges to serve alcohol. The revised draft increased the required percentage of gross annual sales from cigar or tobacco products from 40% to 50%. It also introduced a requirement that cigar bars maintain a walk in humidor for cigar product resale, ensuring that traditional bars could not claim cigar sales merely to permit indoor smoking.
Dr. Arturo Rodriguez, Director of Health Department, clarified terms such as "humidor" and "walk in humidor." Cigar bars and cigar lounges would also be required to post notices indicating that entry is limited to individuals aged 21 and older and that entering the premises may expose patrons to secondhand tobacco smoke.
Mr. Trevino stated that the ordinance now required a designated hookah preparation station or counter and an inventory standard of one functional commercial hookah water pipe per every three seats of maximum occupancy. This ratio is used by other municipalities to prevent bars from converting into smoking facilities without meeting hookah lounge standards. Hookah lounges must also post signage regarding age restrictions and secondhand smoke exposure.
Mr. Trevino noted that the ordinance continued to prohibit electronic cigarettes and vaping inside buildings. However, individuals would still be allowed to smoke outdoors at restaurants, bars, and private clubs if certain conditions were met. Outdoor smoking areas must be at least 20 feet away from operable windows, ventilation systems, or entrances, and must include an air barrier or purification system. Smoking lounges must meet additional requirements, including full enclosure, independent ventilation systems, walk in humidors functioning as part of air quality systems, direct outdoor exhaust, and minimum fresh air supply rates based on occupancy.
Commissioners expressed concerns regarding the 20 foot buffer requirement for outdoor smoking, particularly in densely built areas such as downtown where some establishments lack

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sufficient space. They questioned whether the ordinance amendments addressed this issue and also raised concerns about patios that serve food and beverages, noting that entire outdoor patios could be considered serving areas under the existing wording, effectively prohibiting smoking throughout those spaces. Commissioners emphasized the importance of providing clear guidance to restaurant and bar owners regarding the designation and regulation of permitted outdoor smoking areas.
Mr. Trevino explained that although the 20 foot buffer remained, the ordinance allows the Health Director to assess unique cases individually during plan review. He also clarified that outdoor seating areas may be designated for smoking by the owner, provided the area meets distance and ventilation requirements, resolving concerns about patios being entirely off limits.
Finally, Trevino noted the inclusion of a new subsection reiterating that nothing in the ordinance prohibits alcohol sales. The previous draft had contained language suggesting alcohol restrictions, which was corrected in the updated version.

Mayor Pro Tem Bryan L. Martinez opened the public hearing.

There were no speakers.

Motion: Motion made by City Commissioner Linda C. Macias, seconded by City Commissioner Tino Villarreal, to close the public hearing. The vote was cast 4 for, 0 against [Mayor Cowen, Galonsky and De Leon Absent]. The motion carried unanimously.

Motion: Motion made by City Commissioner Tino Villarreal, seconded by Commissioner Linda C. Macias, to approved first reading on Ordinance 2026-1813. The vote was cast 5 for, 0 against [Galonsky and De Leon Absent]. The motion carried unanimously.

3) **Public Hearing and ACTION 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)**

Will Trevino, City Attorney, explained that the proposed provision essentially reiterates requirements already established under the Texas Open Meetings Act. He stated that the city secretary will continue to announce the beginning of an executive session and the legal basis for entering it. A certified agenda must be maintained, and all sound or image recording devices are prohibited in executive sessions.
Mr. Trevino noted that the Texas Open Meetings Act prohibits voting or taking action during executive sessions. He added that only appropriate city staff may attend, limited to the posted agenda items, and all votes must occur in open session.
He also emphasized that remote participants must ensure secure audio and video connections so unauthorized individuals cannot listen in. Any required disclosures to the public must comply with the Open Meetings Act and the Public Information Act. Confidential legal advice and other protected deliberations must remain confidential. Trevino further explained that Chapter 38 of the ethics code already includes a provision stating that improper access or disclosure of confidential information is a violation, specifically in section 38 34. The commission's

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procedures will reference this, clarifying that disclosing confidential information outside the requirements of the Open Meetings Act or Public Information Act would constitute an ethics violation.
Commissioner Pedro Cardenas asked two questions: first, to clarify that a computer used for presentations is permitted in executive session; and second, to ensure a phone is available in the room for emergencies, noting that some commissioners have children who are out of town.
Trevino responded that staff is working with IT to ensure the presentation computer remains secure with required login credentials, and a landline will be installed for emergency needs.

Mayor John Cowen Jr. opened the public hearing.

There were no speakers.

Motion: Motion made by City Commissioner Pedro Cardenas, seconded by City Commissioner Bryan L. Martinez, to close the public hearing. The vote was cast 4 for, 0 against [Villarreal, Galonsky and De Leon Absent]. The motion carried unanimously.

Motion: Motion made by City Commissioner Pedro Cardenas, seconded by Commissioner Linda C. Macias, to approved first reading on Ordinance 2026-1814. The vote was cast 5 for, 0 against [Galonsky and De Leon Absent]. The motion carried unanimously.

4) **Public Hearing and ACTION to acknowledge 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 ACTION on FIRST READING of 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 ACCIÓN 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 ACCIÓN en PRIMERA LECTURA 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)

Mayra A. Rios, City Secretary reported that her office received a charter amendment petition on June 24, 2026, seeking adoption of the “Brownsville’s First Jobs and Contract Policy.” The petition included 8,195 signatures, exceeding the required 5,339 valid signatures verified through a statistical sampling method authorized by state law. An independent analysis confirmed the petition met legal requirements, and Ms. Rios certified its sufficiency on July 28,

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2026. She clarified that the commission's action is limited to conducting the public hearing, acknowledging the Certificate of Sufficiency, and approving the ordinance to order the charter amendment election for November 3, 2026, with the second reading scheduled for August 18, 2026.

Mayor John Cowen Jr. opened the public hearing.

Anaid Zapata and Victoria Oceguera, lead organizers for Ground Game Texas, urged the commission to acknowledge the Brownsville First petition, emphasizing that it would greatly benefit the community by ensuring local workers are prioritized for jobs amid growing development in the city. They stated that the initiative encourages businesses and city contractors to hire from Brownsville, Cameron County, and nearby counties before seeking workers from outside the area, helping keep tax dollars local and supporting the local workforce. They also highlighted the importance of worker safety, noting that OSHA 10 training requirements included in the policy would help ensure safe working conditions. They concluded by expressing strong community support for the initiative and enthusiasm for voting on it in November.

Motion: Motion made by City Commissioner Bryan L. Martinez, seconded by City Commissioner Linda C. Macias, to close the public hearing. The vote was cast 5 for, 0 against [Galonsky and De Leon Absent]. The motion carried unanimously.

Motion: Motion made by City Commissioner Tino Villarreal, seconded by Commissioner Linda C. Macias, to acknowledge receipt of the City Secretary's Certificated of sufficiency for the charter amendment petition and approved the First Reading of Ordinance 2026-1819 Ordering a charter amendment election, authorizing all necessary actions. The vote was cast 5 for, 0 against [Galonsky and De Leon Absent]. The motion carried unanimously.

ITEMS FOR INDIVIDUAL CONSIDERATION(S)

1) **Consideration and ACTION to acknowledge the Cameron Appraisal District Chief Appraiser's Certification of the City of Brownsville's 2026 tax roll. (Financial Services Department)**

Stephe Muse, Financial Services Director introduced the first item for individual consideration, requesting that the commission acknowledge the Cameron Appraisal District Chief Appraiser's certification of the City of Brownsville's 2026 tax roll. He reported that the county tax assessor's appraisal roll shows a market value of just under $17 billion, a net taxable value of $13 billion, and $57 million in market value still under review. Muse asked the commission to formally acknowledge the report, after which a motion and second were made. With no further discussion, the commission voted in favor and the motion carried.

Motion: Motion made by City Commissioner Bryan L. Martinez, seconded by Commissioner Tino Villarreal, to acknowledge the Cameron Appraisal District Chief Appraiser's certification of the City of Brownsville's 2026 tax roll. The vote was cast 5 for, 0 against [Galonsky and De Leon Absent]. The motion carried unanimously.

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2) **Consideration and ACTION to acknowledge the Cameron County Tax Assessor-Collector's certification of the estimated ad valorem tax debt collection rate for tax year 2026, and the excess debt tax collections for tax year 2025. (Financial Services Department)**

Stephen Muse, Financial Services Director, explained that the state requires any taxing entity that levies a debt tax rate to estimate anticipated collections, noting that the city used a 96.1 percent collection rate for the calculation. He reported that last year the city collected $3 million in excess debt taxes, which will help reduce debt service requirements for the upcoming fiscal year.

Motion: Motion made by City Commissioner Bryan L. Martinez, seconded by Commissioner Pedro Cardenas, to acknowledge the Cameron County Tax Assessor-Collector's Report. The vote was cast 5 for, 0 against [Galonsky and De Leon Absent]. The motion carried unanimously.

3) **Consideration and ACTION to acknowledge the Finance Director's calculation of the City's No-New-Revenue and Voter-Approval tax rates for tax year 2026/fiscal year 2027. (Financial Services Department)**

Stephen Muse Financial Services Director explained that the city's tax rates were calculated in accordance with state tax code requirements and the mandated tax forms. He reported that the no new revenue rate is .563407, showing the breakdown between the maintenance and operations (M&O) portion and the debt service portion in comparison to the current rate. Mr. Muse also presented the voter approval tax rate, limited by the 3.5 percent increase cap, which is .6134440; under this rate, the M&O component increases slightly to .363517.

Motion: Motion made by City Commissioner Bryan L. Martinez, seconded by Commissioner Tino Villarreal, to acknowledge the City's No-New-Revenue and Voter-Approval tax rates for tax year 2026/fiscal year 2027. The vote was cast 5 for, 0 against [Galonsky and De Leon absent]. The motion carried unanimously.

4) **Consideration and ACTION to discuss a possible ad valorem tax rate increase and to authorize a public hearing on August 18, 2026, to discuss the proposed ad valorem tax rate that will exceed the No-New-Revenue tax rate. (Financial Services Department)**

Stephen Muse Financial Services Director explained that state law requires the proposed tax rate to be discussed at a public hearing. He requested that the commission authorize this hearing for the next meeting, noting that it must occur within the taxing unit's boundaries, on a weekday, with a quorum present, and must provide taxpayers an opportunity to express their views.
Commissioner Tino Villarreal emphasized the importance of clarity and transparency, explaining that the commission's action simply allows the public to speak on the proposed tax rate at the upcoming meeting, rather than approving any tax increase. He stressed that the commission is providing the same opportunity for public input as it has on other issues, reinforcing that democracy depends on allowing residents to voice their opinions. He clarified that the property tax rate has not been raised and will remain flat for the third consecutive year.
Alan Guard, City Manager, explained that the state's complex tax rate terminology can make it appear as though an increase is being adopted, even when the rate stays the same. They described

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how valuation changes, new property, and multiple taxing entities affect overall tax bills and noted that despite decreasing tax rates, revenues have risen as needed to maintain city services. Mr. Guard highlighted that Brownsville has kept property taxes low compared to other cities through diversified revenue sources. He encouraged residents to participate in the upcoming hearing to share whether they feel they are receiving the services they expect, and confirmed that the item simply authorizes placing the hearing on the next agenda, with notices to be published and posted.

Motion: Motion made by City Commissioner Bryan L. Martinez, seconded by Commissioner Linda C. Macias, to authorize a public hearing on August 18, 2026, to discuss the proposed ad valorem tax rate that will exceed the No-New-Revenue tax rate The vote was cast 5 for, 0 against [Galonsky and De Leon Absent]. The motion carried unanimously.

5) **Consideration and ACTION on Resolution Number 2026-112 to approve the 2026-2030 Regional Consolidated Plan & Allocation of the City of Brownsville's Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Emergency Solutions Grant (ESG), subject to appropriation by the U.S. Department of Housing and Urban Development (HUD) for the 2026-2027 One Year Action Plan. (Grants & Community Development)**

Ruth Cuellar from the Grants and Community Development Department introduced Jennifer Alpha of TDA Consulting, who presented the City of Brownsville's consolidated plan, annual action plan, and analysis of impediments to fair housing.

Jannifer Alpha explained that TDA, a national consulting firm, assisted the city in developing these federally required planning documents, which guide the use of HUD funds over a five year period. She outlined the city's allocations for 2026, including over $2.5 million in Community Development Block Grant funds, nearly $900,000 in HOME funds, and $225,000 in Emergency Solutions Grant funds, each with specific eligible uses focused on benefiting low to moderate income residents, expanding affordable housing, and addressing homelessness. Ms. Alpha described an extensive community outreach process involving public meetings, regional collaboration, stakeholder interviews, surveys with more than 300 responses, and focus groups. Using this input and supporting data, the city identified a wide range of priorities that were organized into four HUD required goals: increasing affordable housing, improving public infrastructure and facilities, enhancing services for low to moderate income populations, and addressing homelessness. She detailed planned 2026 funding allocations for capital improvements, public services, housing construction, homebuyer assistance, and homelessness programs. Ms. Alpha concluded by noting that the plan has already undergone public comment and must be submitted to HUD by August 16, after which HUD will review and provide final approval by October.

Motion: Motion made by City Commissioner Tino Villarreal, seconded by Commissioner Bryan L. Martinez, to approve Resolution Number 2026-2030. The vote was cast 5 for, 0 against [Galonsky and De Leon Absent]. The motion carried unanimously.

6) **Consideration and ACTION on Resolution Number 2026-115 to approve a one-time waiver of the maintenance bond required for the construction of improvements serving the Greater Brownsville Tech Park. (City Manager's Office/ GBEDC)**

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Alan Guard, City Manager informed the commission that the GBEDC, a quasi city agency, requested a waiver of the city's required two year maintenance bond for infrastructure improvements at the industrial park, a bond estimated to cost around $70,000.
Doro Garcia, Deputy City Manager, explained that the maintenance bond is normally mandated under the Unified Development Code to ensure developers address any issues for two years after project completion, but because GBEDC is associated with the city, it would still be responsible for any problems that arise. Mr. Garcia noted that this would be the first instance of granting such a waiver and emphasized that the resolution clearly states it will not set a precedent for other developers, as the request pertains exclusively to a city initiated project.

Motion: Motion made by City Commissioner Pedro Cardenas, seconded by Commissioner Tino Villarreal, to approve Resolution Number 2026-115. The vote was cast 5 for, 0 against [Galonsky and De Leon Absent]. The motion carried unanimously**.**

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

There was no action.

ADJOURNMENT

There being no further business to come before the Commission, upon duly made motion the meeting adjourned at 8:55 PM.

Approved 1st day of September, 2026.

_____
John Cowen, Jr.
Mayor

ATTEST:

_____
Mayra A. Rios,
City Secretary

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

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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, August 18, 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

DOROTEO GARCIA Deputy City Manager

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

CALL TO ORDER

a) **ROLL CALL**

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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 Pro Tem Nurith Galonsky, called the meeting to order at 5:00 p.m.

Mayor Pro Tem Nurith Galosnky, Commissioner Tino Villarreal, Commissioner Bryan L. Martinez, Commissioner Linda C. Macias, Commissioner Gustavo De Leon, and Commissioner Pedro Cardenas attended the meeting in person.

Mayor John Cowen Jr. attended the meeting virtually at 5:00 P.M.

b) INVOCATION

Alica Justilian delivered the invocation.

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 Emma Aguilera, a member of the Girls Scouts Troop 111.

PROCLAMATION(S)

1) **Recognizing "National Aviation Day" (Commissioner L. Macias; Commissioner T. Villarreal)**

Commissioner Linda C. Macias presented a proclamation declaring August 18, 2026, as "National Aviation Day" in Brownsville, honoring aviation's historic contributions, the local airport's economic role, and the dedication of aviation professionals.

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

Mayor Pro Tem Nurith Galonsky presented a proclamation honoring the Brownsville Police Department's SWAT competition team for earning the title of 2026 Rio Grande Valley SWAT Challenge champions and for their continued service, professionalism, and dedication to the community.

PUBLIC COMMENT PERIOD

Mayra Rios, City Secretary, noted that 29 preregistered speakers were identified, with three indicating they did not wish to speak.

Motion: Motion was made by City Commissioner Bryan Martinez, seconded by City Commissioner Pedro Cardenas, to suspend the number of speakers to allow all registered individuals to address the City Commission. The vote was cast 7 for, 0 against. The motion carried unanimously.

Ofelia Alonso of 1175 Toyan Ln., Brownsville, Texas, submitted a public comment form but chose to voice her opposition to the data center directly to the Commission.

Dr. Laura Cisneros of 6301 Achievement Ave., Brownsville, Texas, submitted a public comment form but also chose to speak directly to the Commission in opposition to the data center.

Kaleb Foss of 25 Fireside Dr., Brownsville, Texas, stated that he opposes AI data centers due to high energy and water use, pollution risks, and global impacts, urging commissioners to reject them.

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Yolanda Speece of 305 W. Madison, Brownsville, Texas, criticized city leadership and argued that residents cannot spare resources for data centers, warning that voters will hold officials accountable.

Hugo Izaguirre of 1710 N. Vermillion Ave., Brownsville, Texas, reminded the Commission that residents never asked for a data center and requested a 180 day moratorium due to noise, water, and utility concerns.

Jesse Gonzalez of 1001 E. Elizabeth St., Brownsville, Texas, urged adoption of a longer moratorium, zoning protections for colonias, prohibition of PUB utilities for data centers, and creation of a community task force.

Annelise Rosas of 25 Fireside Dr., Brownsville, Texas, spoke as a mother worried about pollution and industrialization, urging commissioners to prioritize families and adopt a moratorium.

Veronique Medrano of 980 Plantation St., Brownsville, Texas, requested a 120–180 day moratorium and independent impact studies, noting job postings suggest ongoing interest despite a withdrawn permit.

Gustavo Sanchez Jr. of 1001 E. Elizabeth St., Brownsville, Texas, argued for a 180 day moratorium due to health risks, higher utility bills, and water contamination concerns, reminding commissioners elections are approaching.

Anaid Zapata of 1233 Calle Pluton, Brownsville, Texas, stated that rising heat and living costs make data centers unaffordable and urged adoption of a 180 day moratorium with better transparency.

Desto Huerta of 801 Tropical Dr., Brownsville, Texas, said data centers threaten local resources and workers, advocating for a community led moratorium and investment in green union jobs.

John Cuvillier of 801 Tropical Dr., Brownsville, Texas, called for a 180 day moratorium, a community task force without industry ties, protections for water and energy, and full city transparency.

Alexis Diaz of 1001 E. Elizabeth St., Brownsville, Texas, expressed opposition to the data center.

Hermilio Hernandez of 1001 E. Elizabeth St., Brownsville, Texas, urged adoption of a 180 day moratorium and greater transparency, stressing that economic development should not override residents' needs.

Kyle Voreis of 120 Lomax Rd., Brownsville, Texas, expressed opposition to the data center.

Shayla Gonzalez of 1001 E. Elizabeth St., Brownsville, Texas, demanded a 180 day moratorium and stronger regulations, arguing data centers endanger water, electricity, and public health and should not receive PUB resources.

Father Paul Hughes of 5409 Austin Rd., Brownsville, Texas, requested clearer disclosure from data center operators, federal and state environmental reviews, and consideration of water scarcity and workers' rights.

Nathan Watson of 51 Alberta Dr., Brownsville, Texas, supported a 180 day moratorium and suggested extending it until the end of the next Texas legislative session to align with future state regulations.

Uriel Gavito of 5527 Southmost Blvd., Brownsville, Texas, warned of climate risks, grid failures, and pollution, arguing data centers are neither inevitable nor beneficial, and urged the commission to listen to residents.

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Dr. Etienne Rosa of 33 Shadowbrook Ln., Brownsville, Texas, described data centers as exploitative projects that worsen inequality and undermine democracy, urging a moratorium and eventual ban.

Dr. Christopher Basaldu, a Brownsville resident, cited Rio Grande water depletion and environmental destruction from upstream data centers, urging Brownsville to avoid NDAs and reject data centers entirely.

Diablo Velez of 1254 E. Tyler St., Brownsville, Texas, submitted a public comment form but rescinded his request to address the Commission.

Victoria Sanchez of 2505 Tulipan St., Brownsville, Texas, highlighted constant data center noise and called for a public vote on the issue, expressing confidence that residents would reject data centers.

Rebecca Hinojosa of 3005 Old Alice Rd., Brownsville, Texas, delivered a letter signed by 15 organizations urging a 180 day moratorium and prohibiting data centers in the city and neighboring colonias.

Adlemi Sanchez of 478 Rey Juan Carlos St., Brownsville, Texas, called for a one year moratorium, citing past industrial pollution, ongoing data center job postings, and the need to protect water, electricity, neighborhoods, and schools.

Luis Sanchez of 64 Druscilla Cir., Brownsville, Texas, offered closing remarks as a lifelong resident, adding his concerns before the public comment period ended.

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)**

Romeo Cantu of the law firm Perdue Brandon Fielder Collins & Mott provided the Commission with an overview of the firm's work collecting outstanding delinquent municipal court cases for the City of Brownsville. He explained that once a municipal court case becomes 60 days past due, whether from failure to appear, missed payment deadlines, or incomplete payment plans, it becomes eligible for transfer to the firm for collection efforts. Mr. Cantu reported that between October 25, 2025, and March 26, 2026, the firm mailed more than 15,000 letters after conducting extensive address research and skip tracing, made ongoing phone contacts, and sent text message reminders to defendants, collecting approximately $188,000 in cash during that period. He noted that collections fluctuate with economic conditions and tend to increase during tax return season. Mr. Cantu also highlighted their annual case resolution campaign, formerly known as the "great warrant roundup," involving postcards, billboards, digital ads, and newspaper notices to encourage defendants to resolve their cases. He stated that the municipal court has assigned roughly $17.8 million in delinquent cases to the firm, with total cash collected since the start of the contract reaching about $912,000 as of the date of the meeting. Mr. Cantu acknowledged that collections have declined this year due to financial hardships statewide and outlined plans for a secondary mailing campaign in October to stimulate payments. He concluded by expressing appreciation for the city's partnership and readiness to answer questions.

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

Sean De Palma, Director of the Parks and Recreation Department, provided an update on the city's ongoing exploration of establishing a United Soccer League (USL) professional team in

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Brownsville. He highlighted Brownsville's deep cultural and athletic connection to soccer, noting multiple state championships, strong youth participation, and active academies. Mr. De Palma explained that the effort began with a letter of intent in September 2025, followed by a USL funded feasibility study focused on the Sports Park and the potential development of an entertainment district. A steering committee was formed and first met in December 2025, producing four key recommendations: creating a sports commission, developing a regional youth soccer pathway, ensuring continued access to fields for local leagues and academies, and establishing partnerships that integrate local soccer programs with the future USL team. He outlined the timeline of stakeholder meetings, exploratory site visits to successful USL communities, and the upcoming milestones, including a steering committee meeting on August 19, a progress announcement on August 27, and the opening of applications for the newly created Sports Commission on September 1, 2026. Mr. De Palma concluded by noting that the city is continuing due diligence discussions with USL leadership and working to ensure community collaboration throughout the process.

Commissioner Tino Villarreal expressed enthusiasm for the USL effort, noting the community's strong support and praising the commission's commitment to including existing local leagues in the project while thanking staff for their collaborative work.

CITY MANAGER'S UPDATE(S)

1) Driver Safety Training

Alan Guard, City Manager, introduced a driver safety initiative led by Michael Chandler from the ODHR Risk & Safety program.

Mr. Chandler Safety and Risk Coordinator explained that the city has seen a rising trend in motor vehicle accidents involving city operators, particularly at fault incidents that carry significantly higher costs due to litigation, employee injuries, vehicle downtime, reduced productivity, and reputational risk. He presented data showing that while total accident counts remained relatively stable from 2020 through 2024, overall costs continued to rise, in part because claims can take up to two years to mature. Mr. Chandler also noted that 2026 figures demonstrate a three fold cost difference between not at fault and at fault claims, averaging about $8,000 versus $27,000 respectively.

To reduce preventable incidents, Mr. Chandler described the city's evaluation of national driver safety programs and its selection of a curriculum already proven effective by B Metro, which includes on road driver evaluations in addition to classroom instruction. Starting next week, the city will begin a train the trainer program for ten employees before rolling out two trainings per week, prioritizing high risk departments such as Police and Public Works and aiming to certify all city drivers within a year, with roughly 250 employees trained by year end. He emphasized that the initiative is designed to reduce crashes and claims, strengthen public trust, improve operational reliability, and support employee safety, and he confirmed that a formal citywide driver safety policy will be implemented to define expectations and ensure accountability.

2) Pet of the Month Adoption Spotlight

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."

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Ms. Wally highlighted August as "Clear the Shelters" month, a national adoption and fundraising campaign supported by NBC Universal and Telemundo—and introduced Annie, the featured pet, who arrived in a small stroller. Ms. Wally shared that all previously selected spotlight dogs had been adopted and noted that Bridget, a mother dog featured the previous month, still remains at the shelter despite all six of her puppies finding homes. She explained the variety of animals received and how litters can differ greatly in appearance, celebrated recent adoptions that kept family groups together, and invited residents to visit the shelter at 416 FM 511, where all pets are available for $25 and come spayed or neutered, vaccinated, microchipped, and flea treated. A fun fact was also shared: one unsprayed female dog can have 12 to 18 puppies in a single year, underscoring the importance of sterilization.

CONSENT AGENDA ITEM(S)

1) Consideration of approval of minutes from the City Commission Regular Meeting 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 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).

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)

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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)

City Commissioner Tino Villarreal requested to pull consent item 2.

Motion: Motion was made by City Commissioner Tino Villarreal, seconded by City Commissioner Bryan Martinez, to approve Items 1, 3 thought 9. The vote was cast 7 for, 0 against. The motion carried unanimously.

2) 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).

Commissioner Tino Villarreal asked about the return on investment for the previous year's $450,000 expenditure and what measurable supported renewal.

Lorena Cardona, Marketing and Business Development Manager, explained that the airport's load factor had increased since marketing campaigns began the previous year, rising from roughly 70–75% to the high 70s and low 80s. She noted that some metrics were difficult to track through APIs, but monthly reports were available.

Brief discussion among the City Commission and City staff.

Motion: Motion was made by Commissioner Tino Villarreal, seconded by City Commissioner Bryan Martinez, to approve item 2 from the consent agenda. The vote was cast 7 for, 0 against. The motion carried unanimously.

Commissioner Tino Villarreal requested to alter the agenda to move Item Number 3, under Individual Items for Consideration, out of order and taken up as the next item.

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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)**

Stephen Muse, Financial Services Director, presented the end of year amendment request for the Fiscal Year 2026 budget, explaining that revenues include 2 million dollars from sales tax and 3 million dollars in surplus Bridge Fund revenue, with an unassigned fund balance projected at 34 million dollars—eight days above the required 70 day reserve—of which approximately 3.26 million dollars is proposed for use in the amendment. He outlined various General Fund adjustments, including allocations for the DHR agreement, capital reserve and economic development incentive transfers, Canary construction related funding, liability and retiree insurance, disaster recovery systems, appraisal district fees, contingencies, special projects, personnel reclassifications, salary adjustments, and transfers supporting fleet, facility services, software, and departmental needs. Additional amendments across multiple funds include debt service contributions from the airport and landfill, downtown camera and First Friday event funding through the Motor Vehicle Parking Fund, landfill sanitation building costs, golf course pump purchases funded through Certificates of Obligation transfers, employee benefit adjustments, facility personnel support, and IT subscription and disaster recovery software costs.

Brief discussion among the City Commission and City staff.

Mayor Pro Tem Nurith Galonsky opened the public hearing.

There were no speakers.

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

Motion: Motion made by City Commissioner Tino Villarreal, seconded by Commissioner Pedro Cardenas, to approve the first reading of Ordinance Number 2026-1781-B. The vote was cast 7 for, 0 against. The motion carried unanimously.

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)**

Victoria Padron, Chief Operating Officer and Finance Program Director, presented the Fiscal Year 2027 BCIC proposed budget totaling approximately 10.1 million dollars, noting that it was approved by the board on July 27 and previously presented to the City Commission during the August 4 budget workshop with no changes requested. She reported projected revenues of 9.3 million dollars, with roughly 82 percent derived from sales tax, and additional revenue from interest earnings, the GBDC partnership, federal EDA funding, and other program income. Ms. Padron stated that 709,000 dollars in previously approved but unspent FY 2026 funds will carry forward, balancing total sources and expenditures. Expenditures include 4 million dollars for City of Brownsville Quality of Life Projects, reflecting the city's 50 percent allocation of Type B sales tax revenue and 500,000 dollars for Sports Park maintenance and operations; 2.2 million dollars for BCIC operations such as staffing, technology, insurance, and professional services; 1.9 million dollars for community development initiatives including BIG Grants, Big Lift, and sponsorships; and 1.1 million dollars for entrepreneurship and innovation programs such as accelerators, E Bridge Academy, prototyping, and RGV Startup Week. Additional allocations include 446,000 dollars for city service contracts, 245,000 dollars for strategic projects requiring

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board approval, and the e-Bridge Revolving Loan Fund, which remains separate as it is supported by federal EDA grant funds rather than sales tax revenue.

Brief discussion among the City Commission and City staff.

Mayor Pro Tem Nurith Galonsky opened the public hearing.

There were no speakers.

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

Motion: Motion made by City Commissioner Tino Villarreal, seconded by Commissioner Pedro Cardenas, to approve the first reading of Ordinance Number 2026-1815. The vote was cast 7 for, 0 against. The motion carried unanimously.

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)

Gilberto Salinas, President and CEO of the Greater Brownsville Economic Development Corporation (GBEDC), presented the Fiscal Year 2027 budget and provided an overview of the organization's operational structure and workflow. He explained that GBEDC's processes begin with research and due diligence, which feed into marketing efforts targeted at Fortune 1000 executives and enterprises considering investment along the border or in Texas. Leads generated through this outreach move through business development, cross border and industrial development, and global engagement, eventually becoming prospects and projects that involve executive leadership, board members, and sometimes commissioners. Mr. Salinas emphasized that closing major projects can take years and highlighted GBEDC's role in developing incentives packages, promoting major announcements, and supporting companies post announcement through workforce development, supply chain integration, and business retention efforts. He noted GBEDC's engagement in legislative affairs and its responsibility for filling approximately 700 acres at the Greater Brownsville Tech Park.

Salvador Villalpando, CPA and Director of Budget and Investments, provided a financial overview, stating that the proposed FY 2027 budget includes 22.2 million dollars in revenues and 17 million in expenditures, with a balanced operating budget of 9 million dollars. He noted that 13.2 million dollars in land sale proceeds from Phase One of the Tech District will be reinvested with 8 million dollars allocated to Phase Two, resulting in a net positive capital impact of 5.2 million dollars and a projected year end fund balance of 16.8 million dollars. Mr. Villalpando detailed revenue sources—93 percent from sales tax and 7 percent from interest income—and outlined expenditure categories including operating costs, job creation incentives, airport development contributions, workforce initiatives, and strategic initiatives. He also compared the proposed budget to the current fiscal year, noting increases in sales tax revenue, operating costs, job creation incentives, and airport development contributions, along with reductions in interest income and strategic initiatives. Commissioners expressed appreciation for GBDC's shift toward in house strategy development, professionalism, and continued contributions to Brownsville's economic growth.

Brief discussion among the City Commission and City staff.

Mayor Pro Tem Nurith Galonsky opened the public hearing.

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Adhlem Martinez urged the commission to apply greater transparency and deeper due diligence when considering new businesses, ensuring that only those which genuinely benefit the community and responsibly use local resources are brought to Brownsville.

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 Bryan L. Martinez, seconded by Commissioner Tino Villarreal, to approve the first reading of Ordinance Number 1816. The vote was cast 7 for, 0 against. The motion carried unanimously.

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)**

Stephen Muse, Financial Services Director, presented the proposed Fiscal Year 2027 budget, noting that it remained unchanged from the version shared at the previous workshop. He highlighted key milestones in the budget development process, beginning with community engagement meetings held in February, where residents met with the City Manager to discuss tax allocations and city services. Departments simultaneously submitted budget requests aligned with city goals, which were later reviewed individually by the City Manager. Over $10 million in requests were received, with $2.2 million selected based on alignment with organizational priorities. Public workshops were held to present departmental operations, legislative impacts, and draft budget documents, all of which were made accessible to the community through required notices and expanded digital outreach.

Mr. Muse provided an overview of general fund revenues and expenditures, emphasizing continued year over year sales tax growth and a 13.86 percent reduction in the property tax rate since 2020. Although the proposed FY 2027 budget maintains the current tax rate, rising valuations will result in a slight increase for taxpayers. Revenue projections reflect increases in property tax collections, sales tax, and adjustments to franchise and grant allocations, including the creation of a dedicated grants fund. Expenditure highlights include higher personnel costs due to the second phase of the compensation plan, reduced contingency funding, and increased transfers to various special revenue and enterprise funds. Mr. Muse detailed changes across multiple funds, including increases for street maintenance, airport operations, transit services, and the new Stormwater Drainage Maintenance Fund. He also noted major adjustments to enterprise funds, particularly the landfill and fiber operations. He concluded by recognizing the contributions of the Budget Committee and opened the floor for questions from commissioners and the public.

Mayor Pro Tem Nurith Galonsky 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 Tino Villarreal, seconded by Commissioner Bryan L. Martinez, to approve the first reading of Ordinance Number 2026-1820. The vote was cast 7 for, 0 against. The motion carried unanimously.

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Roll Call Votes Summary:

Ayes: Mayor John Cowen Jr., Commissioner Tino Villarreal, Commissioner Nurith Galonsky, Commissioner Bryan Martinez, Commissioner Linda Macias, Commissioner Gustavo De Leon, and Commissioner Pedro Cardenas.

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)**

Stephen Muse, Financial Services Director, explained that the Texas Local Government Code requires the City to formally acknowledge both the increase in the budget and a separate acknowledgment related to the tax rate. He clarified that this action simply reflects the additional revenue generated compared to the prior year, including an estimated increase of approximately 1.8 million dollars for maintenance and operations and about 1.2 million dollars for debt service. Mr. Muse emphasized that the City is not raising the tax rate; rather, the increase in revenue is the result of ongoing development, additional properties being added to the tax roll, and overall growth within the community.

Brief discussion among the City Commission and City staff.

Mayor Pro Tem Nurith Galonsky opened the public hearing.

There were no speakers.

Motion: Motion was made by Commissioner Tino Villarreal, seconded by Commissioner Linda C. Macias, 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 Tino Villarreal, to approve the first reading of Ordinance Number 2026-1821. The vote was cast 7 for, 0 against. The motion carried unanimously.

Roll Call Votes Summary:

Ayes: Mayor John Cowen Jr., Commissioner Tino Villarreal, Commissioner Nurith Galonsky, Commissioner Bryan Martinez, Commissioner Linda Macias, Commissioner Gustavo De Leon, and Commissioner Pedro Cardenas.

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)**

Stephen Muse, Financial Services Director, noted that the item required a roll call vote and served as the formal disclosure of the tax rate used to establish the Fiscal Year 2027 budget. He explained that the current tax rate remains at 0.603504, even though the voter approval tax rate—calculated according to state requirements, would have allowed a 1.65 percent increase. Mr. Muse outlined the components of the rate, including the portion dedicated to debt service and the portion allocated to maintenance and operations within the general fund. He also emphasized that while the tax rate itself is unchanged, state law requires specific language that may imply an increase, which often causes confusion. The mandated disclosure reflects the impact of rising property valuations, not a change in the rate itself.

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Brief discussion among the City Commission and City staff.

Mayor Pro Tem Nurith Galonsky opened the public hearing.

There were no speakers.

Motion: Motion was made by Commissioner Pedro Cardenas, 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 Mayor Pro Tem Nurith Galonsky, seconded by Commissioner Bryan L. Martinez, to approve that the property tax rate be increased by the adoption of a tax rate of $0.603504, which is effectively an 8.06 % increase in the tax rate. The vote was cast 7 for, 0 against. The motion carried unanimously.

Roll Call Votes Summary:

Ayes: Mayor John Cowen Jr., Commissioner Tino Villarreal, Commissioner Nurith Galonsky, Commissioner Bryan Martinez, Commissioner Linda Macias, Commissioner Gustavo De Leon, and Commissioner Pedro Cardenas.

Due to technical issues, staff requested to adjust the order of the agenda items, moving to item number 8 and 9 then returning to item 7 afterward.

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

Daniel Leal, Director of the Planning and Zoning Department, introduced the first reading of Ordinance No. 2026 1817 to adopt the Downtown Renaissance Masterplan, noting that the plan was completed within its twelve month schedule and original budget, and highlighting its collaborative, community driven development.

Allan Garces, Downtown Manager, thanked the Mayor and Commissioners for their time and expressed appreciation to staff and the Planning Department for their work throughout the year long Downtown Renaissance Masterplan process. He emphasized that the initiative was community led, with engagement efforts extending beyond traditional town halls to locations where residents already gathered, such as First Friday events, the zoo, and meetings with the Youth Advisory Council. Mr. Garces highlighted recurring themes from public feedback, including a desire for improved comfort, cleanliness, lighting, safety, walkability, and connectivity. He noted strong community support for the public draft, with 86 percent of respondents favoring adoption of the plan. Mr. Garces explained that downtown has momentum but needs clearer direction, improved connectivity, expanded housing opportunities, and enhanced shade infrastructure. He concluded by outlining opportunities in the Switch area and reaffirming the City's ongoing efforts to proactively implement improvements rather than allowing the plan to remain unused.

Caitlin Admire, project consultant, provided a concise overview of the plan's key deliverables, noting that the document has been available for public review for several weeks and that commissioners have been involved throughout the year long process. She highlighted the three major transformational project along with housing strategies aimed at increasing residential opportunities in the downtown core. Admire outlined the plan's public realm framework, mobility and parking recommendations, and character areas designed to guide strategic investment. She explained that the implementation chapter includes 63 action items with short,

medium, and long term timelines, developed in collaboration with more than 30 staff members to ensure departmental alignment and readiness. Ms. Admire concluded by emphasizing that the final draft is ready for adoption and that the document remains accessible online for public viewing.

Brief discussion among the City Commission and City staff.

Mayor Pro Tem Nurith Galonsky opened the public hearing.

There were no speakers.

Motion: Motion made by City Commissioner Gustavo De Leon, seconded by City Commissioner Bryan L. Martinez, to close the public hearing. The vote was cast 7 for, 0 against. The motion carried unanimously.

Motion: Motion made by City Commissioner Bryan L. Martinez, seconded by City Commissioner Tino Villarreal, to approve first reading of Ordinance 2026-1817. The vote was cast 7 for, 0 against. The motion carried unanimously.

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)**

Carlos Guerra, Senior Planner with the City's Planning and Redevelopment Department, presented a rezoning request for a property located on Summer Hill Boulevard, proposing a change from Agriculture to Residential Single Family to allow continuation of an existing subdivision. He reported that all required notifications were issued, including a public hearing notice, a posted sign, and 47 mailed notices to nearby property owners, with no written opposition received. The surrounding area is largely developed with single family homes and the request aligns with the City's comprehensive plan, future land use plan, and established development patterns within the Emerging City West District. Staff recommended approval, and the Planning and Zoning Commission supported this recommendation. Guerra then opened the item for public comment.

Brief discussion among the City Commission and City staff.

Mayor Pro Tem Nurith Galonsky 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 6 for, 0 against [Villarreal absent]. The motion carried unanimously.

Motion: Motion made by City Commissioner Bryan Martinez, seconded by City Commissioner Linda Macias, to approve first reading of Ordinance 235-2026-018. The vote was cast 6 for, 0 against [Villarreal absent]. The motion carried unanimously.

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,**

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Brownsville, Texas 78521, as shown in Exhibit "A". (District 3) (Planning & Redevelopment Department)

Samuel Nunez, Senior Planner with the Planning and Zoning Department, presented a Special Use Permit request for a commercial plaza proposed along Ankle Road, currently zoned Commercial Corridor. He explained that the SUP would allow specific reductions to required setbacks due to future right of way dedication for an eventual roadway expansion. Public hearing notices were issued in accordance with state law, including a posted sign and 13 mailed notifications to adjacent property owners, with no written opposition received. Mr. Nunez reviewed the zoning map, noting a mix of commercial and residential districts in the vicinity, and described how the applicant's site plan accommodates temporary front parking spaces and a trash enclosure until the roadway expansion occurs. He added that the applicant exceeds the minimum required side setback adjacent to a residential property, providing 7.5 feet instead of the required 5 feet. Staff found the request consistent with the comprehensive and future land use plans and recommended approval, which the Planning and Zoning Commission also supported.

Brief discussion among the City Commission and City staff.

Mayor Pro Tem Nurith Galonsky opened the public hearing.

There were no speakers.

Motion: Motion made by City Commissioner Gustavo De Leon, seconded by City Commissioner Linda C. Macias, to close the public hearing. The vote was cast 5 for, 0 against [Villarreal and Cardenas absent]. The motion carried unanimously.

Motion: Motion made by City Commissioner Gustavo De Leon, seconded by City Commissioner Linda C. Macias, to approve first reading of Ordinance 235-2026-903-S. The vote was cast 5 for, 0 against [Villarreal and Cardenas absent]. The motion carried unanimously.

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)**

Carlos Guerra, Senior Planner with the City's Planning and Redevelopment Department, presented a request to rezone a portion of a duplex subdivision along Hidden Meadows Boulevard from Residential Single Family (R 1) to Residential Suburban (R 2) to formally allow duplex uses already present on most of the lots. He reported that all required public notices were completed, including a posted sign and 126 mailed notices, and no written opposition was received. Mr. Guerra explained that the rezoning corrects an inconsistency from the previous zoning code, which had permitted duplexes on larger R 1 lots, and noted that the request aligns with the City's comprehensive and future land use plans. Although one individual outside the notification area spoke in opposition at the Planning and Zoning Commission meeting, staff recommended approval, and the Commission voted in favor of the rezoning.

Mayor Pro Tem Nurith Galonsky opened the public hearing.

There were no speakers.

Motion: Motion made by City Commissioner Pedro Cardenas, seconded by City Commissioner Linda C. Macias, to close the public hearing. The vote was cast 6 for, 0 against [Mayor Cowen absent]. The motion carried unanimously.

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Motion: Motion made by City Commissioner Pedro Cardenas, seconded by City Commissioner Tino Villarreal, to approve first reading of Ordinance 235-2026-904. The vote was cast 6 for, 0 against [Mayor Cowen absent]. The motion carried unanimously.

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)**

Samuel Nunez, Senior Planner with the Planning and Zoning Department, presented a request to rezone a cluster of long established single family homes along Lester Drive from Commercial Corridor (CC) to Residential Transition (R 3). He confirmed that all required public notices were completed, including a posted sign and 23 mailed notifications, with no written opposition received. Mr. Nunez reviewed the zoning map, noting the surrounding mix of commercial, residential transition, undeveloped land, multifamily, and light industrial districts, and explained that the rezoning would bring the longstanding single family properties into conformity with the current Unified Development Code. Staff found the request consistent with the comprehensive and future land use plans and recommended approval, which the Planning and Zoning Commission also supported.

Mayor Pro Tem Nurith Galonsky opened the public hearing.

There were no speakers.

Motion: Motion made by City Commissioner Pedro Cardenas, seconded by City Commissioner Bryan L. Martinez, to close the public hearing. The vote was cast 6 for, 0 against [Mayor Cowen absent]. The motion carried unanimously.

Motion: Motion made by City Commissioner Pedro Cardenas, seconded by City Commissioner Bryan L. Martinez, to approve first reading of Ordinance 235-2026-905. The vote was cast 6 for, 0 against [Mayor Cowen absent]. The motion carried unanimously.

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)**

Martin Vega, Assistant Director with the Planning and Zoning Department, explained that the developer originally requested a rezoning from Residential Single Family (R 1) to Residential Transition (R 3) to construct town homes. He confirmed that required public notices were issued, including a posted sign and five mailed notifications, with no written opposition received. Vega reviewed the zoning context, noting surrounding agriculture, ETJ land, residential single family, and commercial corridor uses, and described roadway requirements that would necessitate a 50 foot right of way dedication. He detailed the developer's initial and revised proposals, both of which created too many driveway access points along a future rural collector road, violating the City's access management policy requiring 150 foot separation between driveways. After extensive meetings, staff proposed an alternative: rezoning to R 2 with a Planned Development District to prohibit direct driveway access on the road, require an internal slip street for circulation, and restricting parking to preserve emergency access. The developer accepted the alternative, and the Planning and Zoning Commission voted to deny the original petition and

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support staff's recommended option. The City Commission later closed the public hearing and approved the alternative as recommended.

Mayor Pro Tem Nurith Galonsky opened the public hearing.

There were no speakers.

Motion: Motion made by City Commissioner Pedro Cardenas, seconded by City Commissioner Linda C. Macias, to close the public hearing. The vote was cast 6 for, 0 against [Mayor Cowen absent]. The motion carried unanimously.

Motion: Motion made by City Commissioner Pedro Cardenas, seconded by City Commissioner Tino Villarreal, to approve first reading of Ordinance 235-2026-905. The vote was cast 6 for, 0 against [Mayor Cowen absent]. The motion carried unanimously.

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)**

Denis Sanchez, speaking on behalf of Madeira, explained the scope of the existing Public Improvement District (PID), highlighting the public amenities maintained under the assessment. These include multiple playgrounds, mailbox clusters, heavily landscaped areas, and roughly two miles of hiking and biking trails, all of which were developed as part of Phase One. Phase Two is scheduled to begin later in the year and contains fewer amenities, meaning that once both phases are active, overall maintenance costs will be shared across more lots, likely reducing the per lot assessment. Mr. Sanchez noted that the PID's largest unexpected expense stems from irrigation costs, which increased significantly when the nearby resaca dried up, forcing the development to purchase water from the El Jardin Water Supply Corporation. This shift raised irrigation expenses from approximately $500 to nearly $5,000 per month during drought conditions.As a result, the total annual PID budget increased to approximately $233,498, covering both maintenance and administrative costs, and raising the per lot assessment from around $1,100 to roughly $1,300 for the 187 current lot owners. Mr. Sanchez clarified that all buyers are notified of PID obligations through contract documents at the title company and emphasized the distinction between HOA assessments and PID taxes. He acknowledged concerns raised by some homeowners regarding costs and participation and stated that a PID board may be established once Phase Two progresses and more lots are sold, allowing for greater homeowner involvement.

Brief discussion among the City Commission and City staff.

Mayor Pro Tem Nurith Galonsky opened the public hearing.

There were no speakers.

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Motion: Motion made by City Commissioner Pedro Cardenas, seconded by City Commissioner Tino Villarreal, to close the public hearing. The vote was cast 5 for, 0 against [Mayor Cowen and Macias absent]. The motion carried unanimously.

Mayor Pro Tem Nurith Galonsky and Commissioner Bryan L. Martinez wished to abstain from the item. However, due to the lack of sufficient votes on the motion, the commission decided to move to the next item until they had enough votes to proceed.

Motion: Motion made by City Commissioner Tino Villarreal, seconded by City Commissioner Pedro Cardenasl, to approve first reading of Ordinance 2026-1818. The vote was cast 4 for, 0 against [Mayor Pro Tem Galonsky and Martinez abstain] [Mayor Cowen absent]. The motion carried.

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)**

Gerardo Villarreal, Assistant Director for Organizational Development and Human Resources, explained that the City conducted an employee survey as part of its effort to remain an employer of choice and to respond to employee feedback, including questions about observing the Juneteenth holiday. He reported that 419 non civil service employees participated, and the survey offered three options: Juneteenth as a fixed holiday, a Charro Days holiday, and an additional personal day. Results showed that 62 percent preferred a personal day, 23 percent Juneteenth, and 15 percent Charro Days, noting that Charro Days poses scheduling challenges for departments providing essential services. Mr. Villarreal addressed questions regarding personal day utilization, stating that 90.2 percent of employees had already used their day and that scheduling discretion remains with department leadership. He reviewed cost considerations and clarified that any added holiday is already accounted for within the personnel budget. The commission ultimately approved the personal day option based on employee preference, with commissioners expressing appreciation for the collaborative effort and the City's commitment to prioritizing employee voices. Mr. Villarreal confirmed that the new personal day will take effect on October 1, to be used within the fiscal year ending September 30.

Motion: Motion was made by Commissioner Bryan L. Martinez, seconded by City Commissioner Pedro Cardenas, to grant employees an additional paid personal day. The vote was cast 5 for, 0 against [Mayor Cowen and Macias absent]. The motion carried unanimously.

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)**

James McCoy, the City's IT Director, presented the proposed citywide Managed Print Services contract, emphasizing its goals of modernizing infrastructure, strengthening security, and achieving financial efficiencies. He reported an estimated annual savings of $329,616 through the deployment of 40 new multifunction devices and the implementation of PaperCut, which secures print jobs and ensures hard drive destruction upon device retirement. Mr. McCoy explained that the current fragmented system consists of four vendors and 229 aging devices, resulting in approximately $46,000 in monthly maintenance costs, unmanaged endpoints, inconsistent service levels, and frequent downtime. The new centralized approach consolidates services under a single vendor, Documentation, establishing a fixed monthly fee of $18,631 for

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all devices, secure badge authentication, and proactive monitoring. He added that the contract requires a $100,000 buyout of existing vendor agreements and will eliminate administrative burdens for IT staff while delivering immediate return on investment. Mr. McCoy recommended approval of the 63 month contract, noting that it includes no renewal options and was selected over a shorter term to maximize value.

Motion: Motion was made by Commissioner Bryan L. Martinez, seconded by City Commissioner Tino Villarreal, to approve a managed print services contract to Documantion, Inc. The vote was cast 6 for, 0 against [Mayor Cowen absent]. The motion carried unanimously.

3) **Consideration and ACTION 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)**

Kimberly Salinas, Capital Improvement Projects Manager, provided an overview of the Public Safety Complex project, noting that Noble Texas Builders is serving as the Construction Manager at Risk. She explained that Bid Package Number One—covering utilities, earthwork, and the generator allowance approved in June—is currently under construction. Bid Package Number Two is in procurement and recommended for approval in the amount of 74,181,720 dollars, resulting in a total Guaranteed Maximum Price (GMP) of 81,934,118 dollars. She stated that substantial completion is targeted for September 2028, with final completion anticipated in October or November. Ms. Salinas outlined the components of Bid Package Number Two, including accepted alternatives, general conditions, CMAR fees, subcontracted work, contingencies, and approximately 5 million dollars in allowances. She also noted that savings from the generator allowance in Bid Package Number One are being moved into the owner's contingency. Ms. Salinas reported that while the project's approved construction budget is 75 million dollars, Bid Package Number One totaled 7.7 million dollars and Bid Package Number Two is recommended at 74,181,729 dollars, resulting in a variance of approximately 6.9 million dollars from the original estimate to the final GMP. She explained that the variance is driven primarily by higher-than-expected bid amounts for utilities, grading, landscaping, perimeter security fencing, and security screening equipment, exacerbated by changes in project location to a newly developed industrial park area. She detailed accepted and unaccepted alternatives, value engineered items totaling roughly 990,000 dollars in savings, and items retained due to ordinance or operational requirements. Ms. Salinas concluded by stating that approval of the GMP would allow the project to proceed on schedule and secure current pricing, while a delay could result in cost escalation. Staff recommends approval of Bid Package Number Two in the amount of 74,181,729 dollars.

Alan Guard, City Manager, thanked the project team, the committee, Noble Construction as the Construction Manager at Risk, and all individuals involved in the Public Safety Complex project. He stated that original cost estimates were significantly higher, but the team worked diligently to reduce costs without compromising essential project elements. Mr. Guard explained that because the City issued 150 million dollars in Certificates of Obligation, interest earnings will cover the project's cost overage, eliminating the need to issue additional Certificates of Obligation. He emphasized that for a project of this size, coming within 7 percent of the original budget is commendable given the constantly changing construction environment. Guard recommended approval of the Guaranteed Maximum Price (GMP) to keep the project moving forward.

Brief discussion among the City Commission and City staff.

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Motion: Motion was made by Commissioner Tino Villarreal, seconded by City Commissioner Pedro Cardenas, to approve a Contract with Noble Texas Builders, LLC for the amount of $74,181,729. The vote was cast 7 for, 0 against. The motion carried unanimously.

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)**

Motion: Motion was made by Commissioner Pedro Cardenas, seconded by Commissioner Tino Villarreal, to reappoint Massimiliano Marin-Mera as a primary board member to the Youth Advisory Board. The vote was 6 for, 0 against [Mayor Cowen absent]. The motion carried unanimously.

Motion: Motion was made by Commissioner Gustavo De Leon, seconded by Commissioner Tino Villarreal, to reappoint Emmanuel Vera Jr. as a primary board member to the Youth Advisory Board. The vote was 6 for, 0 against [Mayor Cowen absent]. The motion carried unanimously.

Motion: Motion was made by Commissioner Bryan L. Martinez, seconded by Commissioner Tino Villarreal, to appoint Katherine M. Mayer as a primary board member to the Youth Advisory Board. The vote was 6 for, 0 against [Mayor Cowen absent]. The motion carried unanimously.

Motion: Motion was made by Commissioner Tino Villarreal, seconded by Commissioner Bryan L. Martinez, to reappoint Friday Diaz as a primary board member to the Youth Advisory Board. The vote was 6 for, 0 against [Mayor Cowen absent]. The motion carried unanimously.

Motion: Motion was made by Commissioner Linda C. Macias, seconded by Commissioner Tino Villarreal, to reappoint David Escamilla as a primary board member to the Youth Advisory Board. The vote was 6 for, 0 against [Mayor Cowen absent]. The motion carried unanimously.

Motion: Motion was made by Mayor Pro Tem Nurith Galonsky, seconded by Commissioner Tino Villarreal, to appoint Arianna S. Carraza as an alternative board member to the Youth Advisory Board. The vote was 6 for, 0 against [Mayor Cowen absent]. The motion carried unanimously.

Motion: Motion was made by Commissioner Pedro Cardenas, seconded by Commissioner Tino Villarreal, to reappoint Natali Galvan as a primary board member to the Youth Advisory Board. The vote was 6 for, 0 against [Mayor Cowen absent]. The motion carried unanimously.

Motion: Motion was made by Commissioner Gustavo De Leon, seconded by Commissioner Tino Villarreal, to appoint Alexandra C. Garcia as an alternative board member to the Youth Advisory Board. The vote was 6 for, 0 against [Mayor Cowen absent]. The motion carried unanimously.

Motion: Motion was made by Commissioner Linda C. Macias, seconded by Commissioner Tino Villarreal, to appoint Mae Villarreal as an alternative board member to the Youth Advisory Board. The vote was 6 for, 0 against [Mayor Cowen absent]. The motion carried unanimously.

Motion: Motion was made by Mayor Pro Tem Nurith Galonsky, seconded by Commissioner Pedro Cardenas, to appoint Aldo I. Castro as an alternative board member to the Youth Advisory Board. The vote was 6 for, 0 against [Mayor Cowen absent]. The motion carried unanimously.

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Motion: Motion was made by Commissioner Tino Villarreal, seconded by Commissioner Pedro Cardenas, to appoint Luis Zolezzie as an alternative board member to the Youth Advisory Board. The vote was 6 for, 0 against [Mayor Cowen absent]. The motion carried unanimously.

Motion: Motion was made by Commissioner Bryan L. Martinez, seconded by Commissioner Linda C. Macias, to appoint Madison Cabrera as an alternative board member to the Youth Advisory Board. The vote was 6 for, 0 against [Mayor Cowen absent]. The motion carried unanimously.

EXECUTIVE SESSION

Motion: Motion made by Commissioner Tino Villarreal, seconded by City Commissioner Bryan Martinez to enter into Executive Session at 9:37 p.m. The vote was 6 for, 0 against [Mayor Cowen absent]. The motion carried unanimously.

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)**

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 Pro Tem Nurith Galonsky reconvened the Regular Meeting at 10:01 pm.

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

1) **Consideration and ACTION, if any, related to Project Ascend. (Office of the City Attorney/ City Manager's Office)**

Motion: Motion was made by City Commissioner Bryan Martinez, seconded by Commissioner Linda C. Macias, to proceed as discussed in executive session. The vote was 6 for, 0 against [Mayor Cowen absent]. The motion carried unanimously.

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)**

No Action.

ADJOURNMENT

There being no further business to come before the Commission, upon duly made motion the meeting adjourned at 10:02 PM.

Approved 1st day of September, 2026.

_____

John Cowen, Jr.

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Mayor

ATTEST:

_____

Mayra A. Rios,
City Secretary

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

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To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Perla Cepeda, Organizational Dev. & Human Resources Director
Date:	Tuesday, September 1, 2026
Agenda #:	Consideration and **ACTION** to approve the City of Brownsville holiday schedule for Fiscal Year 2026-2027. (Organizational Development & Human Resources Department)

Summary:

Project Scope and Analysis:

Funding:

Source:

Amount:

Local Contribution if Applicable:

Recommendation:

Commission Pillar:

Governance

Attachments:

1. FY27_Holiday_Schedule_Final(JMA Review)

HOLIDAY SCHEDULE FY 2026 - 2027

October 12, 2026 – Indigenous People's Day (Monday)

November 11, 2026 – Veteran's Day (Wednesday)

November 26, 2026 – Thanksgiving Day (Thursday)

November 27, 2026 – Day After Thanksgiving (Friday)

December 24, 2026 – Christmas Eve (Thursday)

December 25, 2026 – Christmas Day (Friday)

January 1, 2027 – New Year's Day (Friday)

January 18, 2027 – Martin Luther King Jr. Day (Monday)

February 15, 2027 – Presidents' Day (Monday)

March 26, 2027 – Good Friday (Friday)

March 31, 2027 – Community & Labor Heritage Day (Wednesday)

May 31, 2027 – Memorial Day (Monday)

July 5, 2027 – Independence Day (Observed) (Monday)

September 6, 2027 – Labor Day (Monday)

When Christmas Eve Falls on a Weekend: When Christmas Eve falls on a Saturday, the holiday shall be observed on the preceding Friday. When it falls on a Sunday, the holiday shall be observed on the following Monday.

When Christmas Day Falls on a Weekend: When Christmas Day falls on a Saturday, the holiday shall be observed on the preceding Friday. When it falls on a Sunday, the holiday shall be observed on the following Monday.

When New Year's Day or Independence Day falls on a Tuesday, the preceding Monday shall also be a holiday. When these holidays fall on a Thursday, the following Friday shall be a holiday.

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Perla Cepeda, Organizational Dev. & Human Resources Director
Date:	Tuesday, September 1, 2026
Agenda #:	Consideration and **ACTION** to approve amendments to the City of Brownsville Employee Handbook to revise the Orientation Policy and establish a Bereavement Leave Policy, with an effective date of October 1, 2026. (Organizational Development & Human Resources)

Summary:
The Organizational Development & Human Resources Department is recommending amendments to the City of Brownsville Employee Handbook to update the City's Orientation Policy and establish a Bereavement Leave Policy.

The proposed Orientation Policy revisions are intended to provide clearer guidance regarding the orientation period for newly hired employees and establish consistent expectations for employees and departments during the introductory period of employment.
The proposed Bereavement Leave Policy establishes paid leave provisions for eligible employees following the death of a qualifying family member. The policy is intended to provide employees with appropriate time away from work to grieve, attend funeral or memorial services, travel, and address related family matters while providing departments with consistent guidelines for administering the leave.
The proposed policies have been submitted to the City Attorney's Office for legal review. Upon approval by the City Commission, the amendments will be incorporated into the Employee Handbook with an effective date of October 1, 2026.
Organizational Development & Human Resources will coordinate implementation and employee education prior to the effective date through Cornerstone, departmental staff meetings, employee town hall, and HR Ambassadors. Department leadership will also receive information regarding the policy changes and implementation plan following Commission consideration.

Project Scope and Analysis:

Funding:

Source:
Amount:
Local Contribution if Applicable:

Recommendation:
Staff recommends approval of the amendments to the City of Brownsville Employee Handbook to revise the Orientation Policy and establish a Bereavement Leave Policy, effective October 1, 2026.

Commission Pillar:
Governance

Attachments:
1. Orientation_Period_Policy_LegalReview_Draft_JMA Edits_Final Edits
2. Bereavement_Leave_Policy_LegalReview_Draft_JMA and AJC comments_Final Edits

CHAPTER THREE- EMPLOYMENT

ORIENTATION PERIOD

The first one hundred eighty (180) calendar days of employment are considered an orientation period. It is a time of learning and acclimation for you. During this time, your demonstrated ability to do the job for which you were hired, your conduct, and your ability to work effectively with others are evaluated by the Department Director, through subordinate supervisors, with particular care. The Department Director, through subordinate supervisors, will conduct formal check-ins throughout the orientation period and will complete a final written evaluation by the end of this period.

INTERNAL MOVEMENT DURING ORIENTATION

Employees currently serving in an orientation period are not eligible to apply for, or be considered for, internal job postings, promotions, or transfers until they have successfully completed their orientation period. This ensures employees have the opportunity to fully demonstrate their performance, reliability, and suitability in their current role before pursuing other opportunities within the City. Exceptions may be considered based on organizational need and must be approved by the City Manager, unless otherwise governed by Civil Service rules or applicable law.

COMPLAINT PROCEDURE

A decision based on this evaluation to terminate the employment relationship is not subject to the formal complaint procedure found in "**EMPLOYEE COMMUNICATIONS**." This does not apply to complaints involving discrimination, harassment, or retaliation, which will be addressed in accordance with applicable law and City policy.

PERFORMANCE CONCERNS

If performance or conduct concerns arise during the orientation period, the Department Director, through subordinate supervisors, may initiate a Performance Improvement Plan in accordance with City policy.

DOCUMENTATION

The Department Director, through subordinate supervisors, is responsible for conducting check-ins and documenting performance throughout the orientation period.

EMPLOYMENT STATUS

The employment relationship with the City is terminable at will, either with or without cause and with or without notice, at any time during the employment relationship.

ORIENTATION PERIOD – PROMOTIONS, TRANSFERS, AND NEW ROLES

Any employee who is promoted, transferred, or otherwise assumes a new position with the City — regardless of prior service — will be subject to a ninety (90) calendar day orientation period in that new

role. This period provides an opportunity for the employee and the Department Director, through subordinate supervisors, to assess the employee's ability to successfully perform the duties and responsibilities of the new position.

APPLICABILITY

This ninety (90) calendar day orientation period applies to any change in position, including promotions, lateral moves, demotions, and voluntary transfers. Involuntary transfers are subject to this orientation period only upon approval of the City Manager.

EVALUATION

During the ninety (90) calendar day orientation in a new role, the Department Director, through subordinate supervisors, will assess job performance, adaptability, and conduct specific to the requirements of the new position.

PERFORMANCE CONCERNS

If performance or conduct concerns arise during the ninety (90) calendar day orientation period in a new role, the Department Director, through subordinate supervisors, may initiate a Performance Improvement Plan in accordance with City policy.

DOCUMENTATION

For employees transitioning into a new role through promotion, transfer, or any other change in position, the Department Director, through subordinate supervisors, is responsible for conducting check-ins and documenting performance throughout the orientation period.

EMPLOYMENT STATUS AND APPEAL

Employment with the City may be ended by either the employee or the City at any time, with or without cause and with or without notice. Employees who do not successfully complete the orientation period in a new role may be returned to their previous position or a comparable position, where operationally feasible, prior to any consideration of separation. An employee who is returned to a previous or comparable position may appeal that decision in accordance with the complaint procedure found in "EMPLOYEE COMMUNICATIONS."

CHAPTER SIX - LEAVE TIME

BEREAVEMENT LEAVE

The City of Brownsville recognizes that employees may need time away from work following the death of a family member to grieve, attend funeral or memorial services, travel, and attend to related family matters. The City provides paid Bereavement Leave to eligible employees in accordance with this policy.

This policy is intended to provide employees with meaningful support during a difficult time while ensuring Bereavement Leave is administered fairly and consistently throughout the City.

ELIGIBILITY

Bereavement Leave is available to Regular Full-Time employees, as defined under "Employee Status."

Regular Part-Time, Temporary Full-Time, and Temporary Part-Time employees, including seasonal employees classified as Temporary Part-Time, are not eligible for paid Bereavement Leave.

Bereavement Leave is available beginning on an employee's first day of employment and is not subject to completion of the Orientation Period.

DEFINITIONS

Immediate Family: Spouse or domestic partner; child or stepchild, whether biological or adopted; parent or stepparent; sibling or step-sibling; grandchild or step-grandchild; foster child or foster parent; legal guardian; and any individual who stood in loco parentis to the employee or for whom the employee stands in loco parentis.

Extended Family: Grandparent; parent-in-law; son-in-law or daughter-in-law; brother-in-law or sister-in-law not otherwise included above; aunt; uncle; niece; nephew; and first cousin.

All Other Relationships: A relationship not identified as Immediate Family or Extended Family under this policy, including a close friend, godparent, godchild, co-worker, or other individual of personal significance to the employee, is not eligible for paid Bereavement Leave.

The City recognizes that the loss of any individual of personal significance may be difficult. Employees may speak with their supervisor regarding the use of accrued Vacation Leave, a Floating Holiday, accrued Compensatory Time, or, when appropriate, a Leave of Absence Without Pay to attend services or address related matters.

AMOUNT OF LEAVE

Bereavement Leave is provided per qualifying death. Each qualifying death is treated as a separate leave event, regardless of whether two or more qualifying deaths occur on the same date or arise from the same incident. There is no annual limit on the number of qualifying Bereavement Leave events an employee may experience.

Employees may receive Bereavement Leave as follows:

Relationship to Employee	Initial Bereavement Leave	Additional Bereavement Leave	Maximum Total
Immediate Family	3 paid workdays	Up to 4 additional paid workdays, usable within 6 months of the date of death	**7 paid workdays**
Extended Family	3 paid workdays	Not applicable	**3 paid workdays**
All Other Relationships	Not eligible — see "Definitions" above	Not applicable	**None**

Initial Bereavement Leave (3 days): Initial Bereavement Leave provides up to three (3) paid workdays and is intended to be used during the period immediately surrounding the death, funeral, memorial service, or related travel of an Immediate or Extended Family member.

Additional Bereavement Leave (up to 4 days): Employees who experience the death of an Immediate Family member may receive up to four (4) additional paid workdays of Bereavement Leave.

Additional Bereavement Leave may be used consecutively with Initial Bereavement Leave or nonconsecutively within six (6) months of the date of death. The leave may be used for continued time away to grieve, travel, delayed funeral or memorial services, estate or legal matters, or other matters reasonably related to the qualifying death.

Any of the three (3) days of Initial Bereavement Leave and the four (4) Additional Bereavement Leave days not used within six (6) months of the date of death is forfeited. All unused Bereavement Leave, Initial and Additional, does not carry over, accumulate, create a permanent leave balance, or have a cash value.

USE OF LEAVE

Bereavement Leave may be used in full-day or half-day increments based on the employee's regularly scheduled workday.

Bereavement Leave is intended to provide employees reasonable time away from work following a qualifying death. Use of Bereavement Leave must be reasonably connected to the qualifying death and consistent with the purposes described in this policy.

NOTIFICATION AND APPROVAL

Employees must notify their immediate supervisor of the need for Bereavement Leave as soon as reasonably possible, consistent with the City's "Attendance and Punctuality" policy.

The Organizational Development and Human Resources (OD&HR) Department is responsible for determining eligibility under this policy. A Bereavement Leave request that meets the eligibility requirements of this policy will be granted. Timing of the Additional Bereavement Leave days may be coordinated with the employee's supervisor to accommodate department staffing needs, consistent with the six-month window described above.

REPORTING

Employees requesting Bereavement Leave, or their supervisor on their behalf, must complete the City's Bereavement Leave notification form, providing the employee's name and employee number, the name of the deceased, the date of death, and the employee's relationship to the deceased. This is the only information required to process Bereavement Leave under this policy.

RELATIONSHIP TO OTHER LEAVE

Bereavement Leave is separate from and does not reduce an employee's accrued Vacation Leave, Sick Leave, Floating Holidays, or Compensatory Time.

The death of a family member, by itself, is not a qualifying reason for leave under the Family and Medical Leave Act. If an employee is on FMLA leave to care for a qualifying family member and that family member dies, the employee's FMLA entitlement for that caregiving reason ends upon the family member's death.

An employee's circumstances following a death may independently qualify for FMLA or another form of protected leave. Any such request will be evaluated separately by the Organizational Development and Human Resources Department in accordance with applicable law and City policy.

Employees who require additional time away from work beyond the Bereavement Leave provided under this policy may request to use accrued Vacation Leave, a Floating Holiday, accrued Compensatory Time, or a Leave of Absence Without Pay, subject to the applicable leave policy and approval requirements.

MISUSE OF LEAVE

Bereavement Leave is provided in good faith to support employees following the death of a qualifying family member.

Misrepresentation of a death, an employee's relationship to the deceased, or other information provided to obtain Bereavement Leave is a serious violation of the City's Code of Integrity and may result in corrective action, up to and including separation of employment.

The City may also seek recovery of wages improperly paid as a result of misuse or misrepresentation in accordance with applicable law and City procedures.

ADMINISTRATION

The Organizational Development and Human Resources (OD&HR) Department is responsible for the interpretation and administration of this policy and will make final determinations regarding eligibility for Bereavement Leave.

Department Directors and supervisors are expected to administer Bereavement Leave consistently and may not independently expand, reduce, or create exceptions to the benefits provided under this policy. Unique or unusual circumstances must be referred to OD&HR for review.

An employee who disagrees with a determination made under this policy, including a denial of Bereavement Leave, may use the complaint procedure described under "Complaints and Concerns" in Chapter Four of this Handbook.

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Laura Hernandez, Assistant Director
Date:	Tuesday, September 1, 2026
Agenda #:	Consideration and **ACTION** to approve Cooperative Service Agreement No. 355-26-ODHR-CP with Octagon Staffing, LLC, for temporary personnel services on an as-needed basis, for an initial nine-month term with the option to extend for up to three additional months, not to extend beyond September 30, 2027. (Organizational Development and Human Resources).

Summary:
Earlier this fiscal year, the City issued an RFP for temporary staffing services. The City Commission subsequently approved the rejection of all proposals after staff determined that the scope of services needed to be revised. Octagon Staffing, LLC, currently provides temporary personnel services to the City.

Approval of the proposed agreement will maintain continuity of these services while staff revises and completes the new competitive solicitation. Staff anticipates completing the evaluation process and presenting a recommended vendor to the City Commission by February 2027. Upon Commission approval and implementation of the resulting contract, the City intends to discontinue use of the Octagon agreement and, if necessary, terminate it in accordance with its terms.

Project Scope and Analysis:
The agreement will allow City departments to obtain temporary personnel on an as-needed basis to address vacancies, employee leave, seasonal workloads, and other short-term operational needs. Available positions and hourly rates are established in the agreement's pricing schedule under BuyBoard Contract No. 774-25.

The agreement provides an initial nine-month term with the option to extend for up to three additional months, but may not extend beyond September 30, 2027. The maximum authorized amount is $1,000,000; however, this amount represents a contractual ceiling and does not guarantee any minimum expenditure. The City will pay only for services requested and performed.

Based on recent utilization, expenditures through the anticipated transition in February 2027 are estimated at approximately $150,000. The remaining term and contract capacity will be available only if the competitive solicitation or transition requires additional time, or if operational needs increase.

Funding:

Source:

Amount:

Local Contribution if Applicable:

Recommendation:

Staff recommends approval of Cooperative Service Agreement No. 355-26-ODHR-CP with Octagon Staffing, LLC, for temporary personnel services on an as-needed basis, for an initial nine-month term with the option to extend for up to three additional months, not to extend beyond September 30, 2027.

Commission Pillar:

Governance

Attachments:

1. 355-26-ODHR-CP Octagon Staffing LLC (legal)
2. 355-26-ODHR-CP Procurement Analysis

COOPERATIVE SERVICE AGREEMENT
355-26-ODHR-CP

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

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

1. This Cooperative Service Agreement.
2. Exhibit A – Quote: Scope of Services, Additional Services, and Compensation/Fees
3. Exhibit B – BuyBoard Contract #774-25
4. Exhibit C – Form 2 - Statement of Conflict of Interest
5. Exhibit D – Certificate of Insurance
6. Exhibit E – Form 3 - Texas Ethics Commission Certificate of Interested Parties (1295)

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

City shall pay Vendor in accordance with the fee schedule in Exhibit A and in accordance with the provisions of this Agreement. Services shall be rendered on an as-needed basis, not to exceed one million dollars ($1,000,000) without prior authorization. Any expenditure or amendment that causes the total contract amount to exceed one million dollars ($1,000,000) shall require City Commission approval. The Vendor shall not provide any additional items or services or bill for expenses incurred for City not specified by this Agreement unless City requests and approves in writing the additional costs for such services. City shall not be liable for any additional expenses of Vendor not specified by this Agreement unless City first approves such expenses in writing.

The term of this Agreement shall commence upon approval by the City Commission or its designee and shall continue for an initial period of nine (9) months, with the option to extend the Agreement for up to three (3) additional months upon approval by the City; provided, however, that in no event shall the term of this Agreement exceed twelve (12) months or extend beyond September 30, 2027, whichever occurs first. Notwithstanding the foregoing, the parties understand and acknowledge that the Buyboard Cooperative Contract #774-25 the City is relying on for cooperative purchase, expires on June 30, 2028, at which time the City's Agreement with Vendor shall also expire.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To VENDOR:
Octagon Staffing
Attn: Elizabeth Gutierrez
2327 Commerce St. Suite 100B
Houston, TX 77002
elizabeth@octagonhr.com

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

With a copy to: Legal

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

CITY OF BROWNSVILLE:

Signature: _____

Print Name: _____

Title: _____

Date: _____

VENDOR: OCTAGON STAFFING, LLC

Signature: _____

Print Name: Elizabeth Gutierrrez

Title: Chief Operating Officer

Date: August 19, 2026

APPROVED AS TO FORM
Alyssa J. Castillon
Assistant City Attorney

Exhibit A

Octagon Staffing, LLC Pricing Catalog					
Position	**Hourly Rate**	**Mark-Up**	**Bill Rate**	**Discount Percentage**	**Bill Rate with Discount**
Accounting Clerk I	$21.03	40%	$29.44	2%	$28.85
Accounting Clerk II	$22.03	40%	$30.84	2%	$30.23
Accounting Clerk III	$26.74	40%	$37.44	2%	$36.69
Accounting Specialist	$34.25	40%	$47.95	2%	$46.99
Administrative Assistant	$23.56	40%	$32.98	2%	$32.32
Bookkeeper	$21.03	40%	$29.44	2%	$28.85
Cashier I	$16.58	40%	$23.21	2%	$22.75
Cashier II	$22.41	40%	$31.37	2%	$30.75
Clerk/Office Assistant I	$17.73	40%	$24.82	2%	$24.33
Collector	$14.41	40%	$20.17	2%	$19.77
Computer Jobs (various)	$19.30	40%	$27.02	2%	$26.48
Copy Center Operator	$12.76	40%	$17.86	2%	$17.51
Data Entry Clerk I	$14.22	40%	$19.91	2%	$19.51
Data Entry Clerk II	$17.38	40%	$24.33	2%	$23.85
Executive Secretary	$27.52	40%	$38.53	2%	$37.76
File Clerk I	$15.31	40%	$21.43	2%	$21.01
File Clerk II	$19.68	40%	$27.55	2%	$27.00
Graphic Designer	$24.28	40%	$33.99	2%	$33.31
Human Resources Assistant	$20.85	40%	$29.19	2%	$28.61
Legal Secretary	$21.88	40%	$30.63	2%	$30.02
Library Specialist	$21.15	40%	$29.61	2%	$29.02
Library Clerk	$16.83	40%	$23.56	2%	$23.09
Library Assistant	$17.60	40%	$24.64	2%	$24.15
Mail Clerk	$14.78	40%	$20.69	2%	$20.28
Office Assistant III	$20.55	40%	$28.77	2%	$28.19
Parking Clerk	$17.54	40%	$24.56	2%	$24.06
Receptionist/Office Assistant II	$21.03	40%	$29.44	2%	$28.85
Secretary I	$17.50	40%	$24.50	2%	$24.01
Secretary II	$19.90	40%	$27.86	2%	$27.30
Secretary III	$24.04	40%	$33.66	2%	$32.98
Telephone Operator	$13.63	40%	$19.08	2%	$18.70
Word Processor	$21.56	40%	$30.18	2%	$29.58
Custodian	$15.16	40%	$21.22	2%	$20.80
Electrical Technician	$21.53	40%	$30.14	2%	$29.54
General Maintenance Worker	$13.58	40%	$19.01	2%	$18.63
Groundskeeper	$14.31	40%	$20.03	2%	$19.63
Laborer	$13.58	40%	$19.01	2%	$18.63
Ship/Receiving Clerk	$15.71	40%	$21.99	2%	$21.55
Truck Driver	$27.14	40%	$38.00	2%	$37.24
Usher	$15.40	40%	$21.56	2%	$21.13
Electrics Technician	$25.03	40%	$35.04	2%	$34.34
Manager of Technical Services	$40.26	45%	$58.38	2%	$57.21
Manager of IT Customer Services	$40.63	45%	$58.91	2%	$57.74
Manager of Desktop Planning	$49.88	45%	$72.33	2%	$70.88
Software Products Analyst	$48.38	45%	$70.15	2%	$68.75
Lab Operations Supervisor	$25.23	45%	$36.58	2%	$35.85
Computer Operations Manager	$40.38	45%	$58.55	2%	$57.38
Assistant Manager of Computing Operations	$32.93	45%	$47.75	2%	$46.79

Computer Operations Supervisor	$39.06	45%	$56.64	2%	$55.50
Enterprise Systems Director	$71.21	45%	$103.25	2%	$101.19
Computer Operator II	$23.44	45%	$33.99	2%	$33.31
Computer Operator I	$21.63	45%	$31.36	2%	$30.74
CASA Information Systems Administrator	$40.86	45%	$59.25	2%	$58.06
Operating Systems Manager	$55.30	45%	$80.19	2%	$78.58
Assistant Manager of Operating Systems	$46.43	45%	$67.32	2%	$65.98
Assistant Manager of ITAC	$41.88	45%	$60.73	2%	$59.51
Enterprise Computing System Manager	$52.31	45%	$75.85	2%	$74.33
Computing Systems Manager	$64.30	45%	$93.24	2%	$91.37
Systems Administrator III	$59.68	45%	$86.54	2%	$84.81
Systems Administrator II	$51.68	45%	$74.94	2%	$73.44
Systems Administrator I	$34.25	45%	$49.66	2%	$48.67
Operating Systems Programmer III	$48.08	45%	$69.72	2%	$68.32
Operating Systems Programmer II	$51.68	45%	$74.94	2%	$73.44
Operating Systems Programmer I	$28.84	45%	$41.82	2%	$40.98
Remote Facility Supervisor	$40.60	45%	$58.87	2%	$57.69
Executive Dir. of Technical Srvcs and Support	$86.54	45%	$125.48	2%	$122.97
IT Quality Coordinator	$39.84	45%	$57.77	2%	$56.61
Information Technology Training Manager	$40.23	45%	$58.33	2%	$57.17
IT Services Support Manager	$37.25	45%	$54.01	2%	$52.93
Help Desk Coordinator	$21.88	45%	$31.73	2%	$31.09
Help Desk Assistant	$19.15	45%	$27.77	2%	$27.21
Information Systems Trainer	$30.10	45%	$43.65	2%	$42.77
Assistant Manager of User Services Support	$37.74	45%	$54.72	2%	$53.63
User Services Specialist III	$36.41	45%	$52.79	2%	$51.74
User Services Specialist II	$30.64	45%	$44.43	2%	$43.54
User Services Specialist I	$27.64	45%	$40.08	2%	$39.28
User Support Technician	$20.43	45%	$29.62	2%	$29.03
Director of Enterprise Systems Architect	$66.20	45%	$95.99	2%	$94.07
Enterprise Systems Databases Manager	$78.36	45%	$113.62	2%	$111.35
Director of Enterprise Systems (Financial/HR)	$72.11	45%	$104.56	2%	$102.47
Web Technology Manager	$61.00	45%	$88.45	2%	$86.68
Digital Marketing & Communications Manager	$39.74	45%	$57.62	2%	$56.47
NMS Software Apps Designer	$55.58	45%	$80.59	2%	$78.98
Application Developer IV	$54.53	45%	$79.07	2%	$77.49
Application Developer III	$40.04	45%	$58.06	2%	$56.90
Application Developer II	$34.55	45%	$50.10	2%	$49.10
Application Developer I	$24.38	45%	$35.35	2%	$34.64
Systems Analyst III	$44.45	45%	$64.45	2%	$63.16
Systems Analyst II	$34.96	45%	$50.69	2%	$49.68
Systems Analyst I	$21.51	45%	$31.19	2%	$30.57
Programmer Analyst II	$49.08	45%	$71.17	2%	$69.74
Programmer Analyst I	$32.69	45%	$47.40	2%	$46.45
IT Services Continuity Analyst II	$40.45	45%	$58.65	2%	$57.48
IT Services Continuity Analyst I	$34.49	45%	$50.01	2%	$49.01
Executive Director of IT Security	$86.54	45%	$125.48	2%	$122.97
IT Security Compliance Manager	$51.08	45%	$74.07	2%	$72.58
Sr. IT Security Analyst	$41.01	45%	$59.46	2%	$58.28
IT Security Manager	$51.08	45%	$74.07	2%	$72.58
Security and Disaster Recovery Manager	$40.31	45%	$58.45	2%	$57.28
IT Security Specialist	$49.28	45%	$71.46	2%	$70.03

Enterprise App Security Manager	$57.69	45%	$83.65	2%	$81.98
Network Planning/Development Manager	$64.48	45%	$93.50	2%	$91.63
High Performance Computing Manager	$64.30	45%	$93.24	2%	$91.37
Telecom Services and Facilities Manager	$49.28	45%	$71.46	2%	$70.03
Assistant Manager of Communication Services	$24.73	45%	$35.86	2%	$35.14
Telecommunications Engineer	$44.46	45%	$64.47	2%	$63.18
Lead Network Analyst	$52.88	45%	$76.68	2%	$75.14
Telecommunications Analyst III	$44.40	45%	$64.38	2%	$63.09
Telecommunications Analyst II	$35.68	45%	$51.74	2%	$50.70
Telecommunications Analyst I	$27.76	45%	$40.25	2%	$39.45
Telecommunications Technician III	$34.06	45%	$49.39	2%	$48.40
Telecommunications Technician II	$28.54	45%	$41.38	2%	$40.56
Telecommunications Technician I	$22.48	45%	$32.60	2%	$31.94
Technical Services Lead	$49.28	45%	$71.46	2%	$70.03
Technical Services Specialist IV	$48.08	45%	$69.72	2%	$68.32
Technical Services Specialist III	$37.44	45%	$54.29	2%	$53.20
Technical Services Specialist II	$34.61	45%	$50.18	2%	$49.18
Technical Services Specialist I	$33.29	45%	$48.27	2%	$47.31
Lead Database Administrator	$45.66	45%	$66.21	2%	$64.88
Database Administrator	$42.90	45%	$62.21	2%	$60.96
Data Warehouse Technology Administrator	$43.86	45%	$63.60	2%	$62.33
Director of Advancement Information Systems	$37.25	45%	$54.01	2%	$52.93
HRM Information Systems Manager	$48.04	45%	$69.66	2%	$68.26
Education Technology Information Services Manager	$26.91	45%	$39.02	2%	$38.24
Director of Technology	$47.95	45%	$69.53	2%	$68.14
Lan Administrator	$37.44	45%	$54.29	2%	$53.20
Microsystems Analyst II	$36.41	45%	$52.79	2%	$51.74
Microsystems Analyst I	$27.03	45%	$39.19	2%	$38.41
RICS Coordinator	$24.09	45%	$34.93	2%	$34.23
Computer Support Analyst	$19.33	45%	$28.03	2%	$27.47
Computer Support Technician	$25.24	45%	$36.60	2%	$35.87
Director of Web & Communication Services	$46.00	45%	$66.70	2%	$65.37
Web Content Administrator	$37.25	45%	$54.01	2%	$52.93
Web Developer III	$41.83	45%	$60.65	2%	$59.44
Web Developer II	$32.20	45%	$46.69	2%	$45.76
Web Developer I	$24.51	45%	$35.54	2%	$34.83
Application Security Coordinator	$23.79	45%	$34.50	2%	$33.81
IT Project Manager	$55.29	45%	$80.17	2%	$78.57
Network Control Manager	$41.85	45%	$60.68	2%	$59.47
Internet/Database Manager	$41.46	45%	$60.12	2%	$58.91
HRIS Technical Analyst	$41.19	45%	$59.73	2%	$58.53
ERP Application Administrator II	$39.36	45%	$57.07	2%	$55.93
ERP Application Administrator I	$35.63	45%	$51.66	2%	$50.63
Web Project Manager	$54.69	45%	$79.30	2%	$77.71
Call Center Representative I	$13.95	40%	$19.53	2%	$19.14
Call Center Representative II	$15.86	40%	$22.20	2%	$21.76
Call Center Representative III	$19.44	40%	$27.22	2%	$26.67
Call Center Operations Manager	$37.69	40%	$52.77	2%	$51.71
Customer Service Trainer I	$20.24	40%	$28.34	2%	$27.77
Call Center Supervisor	$23.83	40%	$33.36	2%	$32.69
Call Center Sales Representative	$15.31	40%	$21.43	2%	$21.01

Head Start Teacher	$20.72	40%	$29.01	2%	$28.43
Head Start Teaching Assistant	$23.52	40%	$32.93	2%	$32.27
Substitute Teacher	$15.00	40%	$21.00	2%	$20.58
ESL Aide	$18.00	40%	$25.20	2%	$24.70
Reading Specialist	$25.00	40%	$35.00	2%	$34.30
Registered Nurse	$31.49	55%	$48.81	2%	$47.83
Occupational Therapist	$35.20	55%	$54.56	2%	$53.47
Physical Therapist	$39.06	55%	$60.54	2%	$59.33
Speech Therapist	$35.73	55%	$55.38	2%	$54.27
Logistics Coordinator	$19.88	40%	$27.83	2%	$27.28
Logistics Supervisor	$30.44	40%	$42.62	2%	$41.76
Warehouse Clerk I	$15.11	40%	$21.15	2%	$20.73
Warehouse Clerk I	$17.10	40%	$23.94	2%	$23.46
Warehouse Operations Manager	$19.81	40%	$27.73	2%	$27.18
Logistics Analyst	$28.91	40%	$40.47	2%	$39.66
Logistics Clerk I	$17.30	40%	$24.22	2%	$23.74
Logistics Clerk II	$19.88	40%	$27.83	2%	$27.28
Logistics Clerk III	$22.35	40%	$31.29	2%	$30.66
Logistics and Traffic Specialist I	$23.12	40%	$32.37	2%	$31.72
Logistics and Traffic Specialist II	$27.84	40%	$38.98	2%	$38.20
Logistics and Traffic Specialist III	$33.69	40%	$47.17	2%	$46.22
Traffic Control Services Jobs	$25.00 - $45.00	55%	$38.75 - $69.75	2%	$37.98 - $68.36
All other Personnel jobs requested		45%		2%	

BuyBoard®

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

May 21, 2026

Sent via email to: elizabeth@octagonhr.com

Elizabeth Gutierrez
Octagon Staffing, LLC
2327 Commerce St., Suite 100B
Houston TX 77002

Re: Temporary Personnel Staffing and Workforce Management Services
BuyBoard Contract 774-25

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Temporary Personnel Staffing and Workforce Management Services, Contract 774-25 effective July 1, 2025 through June 30, 2026, with two possible one-year renewals. At this time the BuyBoard is renewing your contract through June 30, 2027.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at contractadmin@buyboard.com prior to the start of the renewal term.

Reminder: Once a BuyBoard contract is awarded, vendors must generate a minimum of $15,000 annually or they may not be offered a contract renewal.

If you have questions or comments concerning this renewal, please contact me as soon as possible at contractadmin@buyboard.com . We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Jim Tulberg

Jim Tulberg
Contract Administrator

1st renewal v.02.13.2020

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

Electronic Delivery

Elizabeth Gutierrez
Octagon Staffing, LLC
2327 Commerce St., Suite 100B
Houston, TX 77002

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award;* Proposal Invitation No. 774-25, Temporary Personnel Staffing and Workforce Management Services

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of Juky 1, 2025 through June 30, 2026, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 774-25 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

A list of Cooperative members is available on the buyboard.com website. In addition, the BuyBoard Administrator's vendor relations staff is available to assist you in locating available BuyBoard informational resources and answering questions you may have as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, feel free to contact me at bids@buyboard.com.

Sincerely,

Stacy Finn

Stacy Finn, Bid Analyst
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative

Electronic Delivery

Elizabeth Gutierrez
Octagon Staffing, LLC
2327 Commerce St., Suite 100B
Houston, TX 77002

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Award;* Proposal Invitation No. 774-25, Temporary Personnel Staffing and Workforce Management Services

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of July 1, 2025 through June 30, 2026, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the National Purchasing Cooperative Vendor Award Agreement and General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 774-25 at www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

A list of National Cooperative members is available on the buyboard.com website. In addition, the BuyBoard Administrator's vendor relations staff is available to assist you in locating available BuyBoard informational resources and answering questions you may have as an awarded BuyBoard vendor.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, feel free to contact me at bids@buyboard.com.

Sincerely,

Stacy Finn

Stacy Finn, Bid Analyst
Texas Association of School Boards, Inc.,
Administrator for the National Purchasing Cooperative

v.01.03.2025

BuyBoard
P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name Temporary Personnel Staffing and Workforce Management Services	**Proposal Due Date/Opening Date and Time** January 30, 2025, at 4:00 PM
Proposal Invitation Number 774-25	**Location of Proposal Opening** Texas Association of School Boards, Inc. BuyBoard Department 12007 Research Blvd. Austin, TX 78759
Contract Term July 1, 2025, through June 30, 2026, with two possible one-year renewals.	**Anticipated Cooperative Board Meeting Date** April 2025

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

Octagon Staffing, LLC
Name of Proposing Company

January 29, 2025
Date

2327 Commerce St., Suite 100B
Street Address

Signature of Authorized Company Official

Houston, Texas 77002
City, State, Zip

Elizabeth Gutierrez
Printed Name of Authorized Company Official

281-962-1025
Telephone Number of Authorized Company Official

Chief Operating Officer
Position or Title of Authorized Company Official

832-827-3900
Fax Number of Authorized Company Official

85-4371071
Federal ID Number

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

An authorized representative of Proposer *must initial in the bottom right corner of each page* where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.

PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

Initial: _____

5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
   a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
   b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
   c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
   d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (√) one of the following:

☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
☒ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

_____

Initial: EG

RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (√) one of the following:

☒ I certify that my company is a **Resident Proposer.**
☐ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name _____ Address _____

City _____ State _____ Zip Code _____

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

☐ Yes ☐ No

B. What is the prescribed amount or percentage? $_____ or _____%

DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas. If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (√) one of the following:

☐ Yes ☒ No

Initial: EG

NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2276), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Initial: _EG_

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. *(Please check (√) all that apply)*

☒ I certify that my company has been certified as a HUB in the following categories:

☒ **Minority Owned Business** ☐ **Women Owned Business**

☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number: HS17797 (MBE)

Name of Certifying Agency: _____

☐ My company has **NOT** been certified as a HUB.

ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company **cannot** or will **not** comply.]*

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract. **Initial:** EG

CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order or other agreement for construction-related goods or services.

Initial: _EG_

DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check (√) one of the following:

☒ **No**; Deviations
☐ **Yes**; Deviations

List and fully explain any deviations you are submitting:

Initial: EG

VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to contractadmin@buyboard.com. BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. *DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.*

☐ By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**

Initial: EG

CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, pricelists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, pricelists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (√) one of the following:

☐ **NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐ **YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

Please note that information submitted under sections 2.A and 2.B are considered proprietary

(Attach additional sheets if needed.)

Initial: EG

B. Copyright Information

Does your Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check (√) one of the following:

☑ **NO,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.

☐ **YES,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information: _____

_____

_____

_____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

Initial: EG

P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

EDGAR VENDOR CERTIFICATION
(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which ***may*** be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For <u>each</u> of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

☑ **YES**, I agree. ☐ **NO**, I do not agree. **Initial:** EG

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.sam.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: EG

6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) - Vendors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

☑ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: EG

10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

11. Domestic Preferences for Procurements:

Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain covered telecommunications equipment or services. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications equipment or services provided by Vendor is covered telecommunications equipment or services under 2 CFR §200.216.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

13. General Compliance and Cooperation with Cooperative Members:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: EG

COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

Octagon Staffing, LLC
Company Name

Signature of Authorized Company Official

Elizabeth Gutierrez, COO
Printed Name and Title

January 29, 2025
Date

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement *(Vendors serving outside Texas only)*
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire

To the extent any information requested is not applicable to your company, you must so indicate on the form.

VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

Name of Proposing Company:

Octagon Staffing, LLC

*(List the **legal** name of the company seeking to contract with the Cooperative. Do **NOT** list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (√) one of the following:

Type of Business: ☐ Individual/Sole Proprietor ☐ Corporation ☑ Limited Liability Company ☐ Partnership

☐ Other (Specify: _____)

State of Incorporation (if applicable): Texas

Federal Employer Identification Number: 85-4371071
*(Vendor must include a completed **IRS W-9** form with their Proposal)*

Name by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)* _____

Form **W-9**
(Rev. 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.)

Octagon Staffing, LLC

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) . . . . **P**

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) _____

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 . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

2327 Commerce St., Suite 100B

Requester's name and address (optional)

6 City, state, and ZIP code

Houston, Texas 77002

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

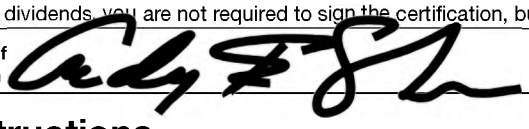
8	5	–	4	3	7	1	0	7	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person  Date January 1, 2025

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

VENDOR CONTACT INFORMATION

Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: $_____. (The period of the 12-month period is _____/_____). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration			
2. T-PASS (State of Texas)			
3. OMNIA Partners			
4. Sourcewell (NJPA)			
5. E&I Cooperative			
6. Houston-Galveston Area Council (HGAC)			
7. Choice Partners			
8. The Interlocal Purchasing System (TIPS)			
9. Other			

☑ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): _____ **Proposed Discount (%):** _____

Explanation: _____

GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

	Entity Name	Contact	Phone #	Email Address	Discount	Quantity/ Volume
1.	City of Brownsville	Laura Hernandez,	956-548-6038	laura.hernandez@brownsvilletx.gov	N/A	
2.	ViaPlus	Tawnya Freud,	602-510-1028	tawnya.freud@tollplus.com	N/A	
3.	Linebarger	Gloria Alfaro,	713-844-3400,	Gloria.Alfaro@lgbs.com	N/A	
4.	Cathexis	Joseph Rinaldo,	713-400-3334,	jrinando@cathexis.com	N/A	
5.	Third Coast Terminals	Paul Glenn, VP of Human Resources		pglenn@thirdcoast.com	N/A	

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower pricing) than indicated? **YES** ☐ **NO** ☑ If YES, please explain:

COMPANY PROFILE

Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. **Submit your company profile in a separate file, in Word format, with your Proposal.** (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

Octagon Staffing is a nationwide full-service staffing firm that provides contract, temp-to-hire, direct hire, contingent workforce, peak period, and project staffing or recruitment process outsourcing services across several occupational categories to produce performance-driven employees.

We are passionate about our clients. By leveraging our collective genius, we listen to our clients' needs, learn how we can add value and launch a solution tailored for success in the following areas:

- Talent Search & Management
- Recruitment Process Outsourcing
- Talent Recruitment & Selection
- Performance & Partnerships

Differentiators

We utilize "high touch" and "high-tech" recruitment strategies to foster key relationships in the recruitment lifecycle. Our customizable implementation designs allow primary thinking for recruitment goals.

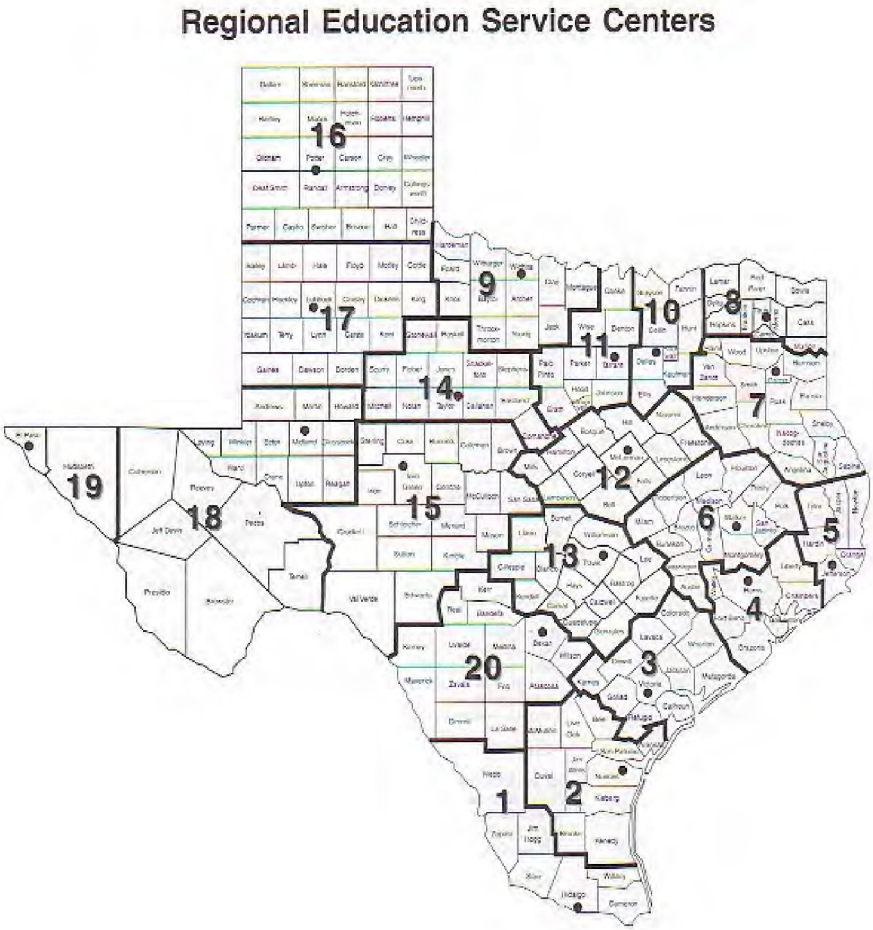
Clients see Octagon as more of a business partner than a vendor, partly because we use the most advanced technology possible for the delivery of service. Qualified, involved and with a robust outlook, our consultants bring a premium experience to each engagement. Our internal standard to provide outstanding services that exceeds client's expectations is reflected through our unique approach and personal touch. Octagon truly understands the importance of supplying our clients with a diverse and qualified group of professionals.

Our goal is assisting our clients in creating a blueprint for success within their workforce.

TEXAS REGIONAL SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you ***must*** indicate the specific regions you will service. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting** bids@buyboard.com *at least five (5) business days prior to the Proposal Due Date.*) ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), *you must so indicate on the form in the electronic proposal submission system.*



Region and Headquarters

1	Edinburg
2	Corpus Christi
3	Victoria
4	Houston
5	Beaumont
6	Huntsville
7	Kilgore
8	Mount Pleasant
9	Wichita Falls
10	Richardson
11	Fort Worth
12	Waco
13	Austin
14	Abilene
15	San Angelo
16	Amarillo
17	Lubbock
18	Midland
19	El Paso
20	San Antonio

STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, *you must complete the State Service Designation information in the electronic proposal submission system. (Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this page.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com** ***at least five (5) business days prior to the Proposal Due Date.) By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.***

- I will service all states in the United States.
- I will not service all states in the United States.

Alabama
Alaska
Arizona
Arkansas
California (Public Contract Code 20118 & 20652)
Colorado
Connecticut
Delaware
District of Columbia
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming

NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

7. This Agreement shall be governed and construed in accordance with the laws of the State of Texas and venue for any dispute shall lie in the federal district court of Travis County, Texas.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Octagon Staffing, LLC	774-25
Name of Vendor	Proposal Invitation Number
Signature of Authorized Company Official	Elizabeth Gutierrez
	Printed Name of Authorized Company Official

January 29, 2025
Date

P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a Contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. ***If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.***

Location/Authorized Seller Name	**Contact Person**	**Contact Information** (Mailing Address, Phone, Fax, Email)
N/A		

P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

6 years, 7 months

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

Octagon dedicates each client with an account manager who is available around the clock for services with a designate group of recruiters. Octagon's team combined has over 30 years of experience in this scope of work.

3. **Marketing Strategy:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.)* Attach additional pages if necessary.

Please see attached.

4. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

5. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

No

6. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

None

7. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

N/A

58. Pricing is to be provided for key personnel or any other parameters.

Response: Proposal Invitation is a request for a discount off of catalog or price list for vendors that specialize in providing temporary personnel staffing services and workforce management programs.

59. Please elaborate with an example on how to provide the information mentioned in Page 38 under PROPOSAL SPECIFICATION SUMMARY.

Response: See response to question #57 above.

Please sign and return one copy of this Addendum with your proposal as verification of your receipt and compliance with the information contained in this Addendum.

Company Name: Octagon Staffing, LLC

Address: 2327 Commerce St., Suite 100B, Houston, TX 77002

Signature of Authorized Company Official: _____ Title: Chief Operating Officer

Telephone Number: 281-885-7782 Date: January 29, 2025

Octagon Staffing, LLC Information

Contact: Elizabeth Gutierrez
Address: 2327 Commerce Street
Suite 100B
Houston, TX 77002
Phone: (281) 885-7782
Email: elizabeth@octagonhr.com
Web Address: www.octagonhr.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Elizabeth Gutierrez
Signature

rfp@octagonhr.com
Email

Submitted at 1/30/2025 03:22:53 PM (CT)

Requested Attachments

BuyBoard Proposal Invitation No. 774-25, Temporary Personnel Staffing and Workforce Management Services

OSLLC Response to BuyBoard.pdf

REQUIRED-In PDF format, upload all COMPLETED and FILLED in proposal invitation documents available for download at www.buyboard.com.vendor including any additional pages, as necessary. NOTICE: DO NOT complete proposal forms in internet browser. No data will be stored. Download file to computer and complete proposal forms prior to submitting. (DO NOT password protect uploaded files.)

Catalog(s) and/or Price list(s)

Octagon Staffing, LLC Pricing Catalog.pdf

REQUIRED-In Excel or PDF format, upload catalog(s) and/or price list(s) in accordance with proposal invitation instructions. Vendors shall submit catalog(s)/price list(s) with their Proposal response or Proposal will not be considered. No paper catalogs or manufacturer/vendor websites will be accepted. File size must not exceed 250MB. (DO NOT password protect uploaded files.)

Exceptions and/or Detailed Information Related to Discount % and/or Hourly Labor Rate Proposed

No response

In PDF format and if necessary, vendor shall attach detailed information regarding exceptions to pricing and/or discount percentage and define the services that are proposed to be provided. NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL MAY NOT BE CONSIDERED. (DO NOT password protect uploaded files.)

Company Profile

Company Profile.docx

REQUIRED-Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. Submit your company profile in a separate file, in Word format, with your Proposal. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.) (DO NOT password protect uploaded files.)

Addendum No. 1 Addendum No. 1 for 774-25 1.pdf

Addendum No. 1 REQUIRED - In PDF format, upload addendum document available for download at vendor.buyboard.com including any additional pages, as necessary. (Please DO NOT password protect uploaded files.)

IRS Form W-9 Request for Taxpayer Identification Number and Certification OSLLC W-9 (2025).pdf

REQUIRED-In PDF format, upload W-9 form. (DO NOT password protect uploaded files.)

Bid Attributes

1	**Federal Identification Number** Federal Identification Number 85-4371071
2	**No Boycott Verification/No Excluded Nation or Foreign Terrorist Organization Certification/Historically Underutilized Business Certification** No Boycott Verification/No Excluded Nation or Foreign Terrorist Organization Certification/Historically Underutilized Business Certification

3 No Boycott Certification

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2276), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274). Accordingly, this certification form is included to the extent required by law.
"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Yes

4 No Excluded Nation or Foreign Terrorist Organization Certification

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

Yes

5	**Historically Underutilized Business Certification** A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. **I certify that my company has been certified as a MWBE/HUB in the following categories**: *(Please check all that apply)*
6	**Minority Owned Business** Minority Owned Business ☑ Minority Owned Business
7	**Women Owned Business** Women Owned Business ☐ *Women Owned Business*
8	**Service-Disabled Veteran Owned Business** Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense) ☐ *Service-Disabled Veteran Owned Business*
9	**Certification Number** Certification Number HS17797
10	**Name of Certifying Agency** Certifying Agency National Minority Supplier Development Council
11	**Non-MWBE/HUB** My company has NOT been certified as a MWBE/HUB ☐ *Non-HUB*
12	**Vendor General Contact Information** Proposal/Contract General Contact Information
13	**Vendor Proposal/Contract Contact - First Name** Vendor Proposal/Contract Contact - First Name Elizabeth
14	**Vendor Proposal/Contract Contact - Last Name** Vendor Proposal/Contract Contact - Last Name Gutierrez
15	**Vendor Proposal/Contract Contact E-mail Address** Vendor Proposal/Contract Contact E-mail Address elizabeth@octagonhr.com

16 **Vendor Proposal/Contract Mailing Address**

Vendor Proposal/Contract Mailing Address

2327 Commerce St., Suite 100B

17 **Vendor Proposal/Contact Mailing Address - City**

Vendor Proposal/Contact Mailing Address - City

Houston

18 **Vendor Proposal/Contact Mailing Address - State**

Vendor Proposal/Contact Mailing Address - State (Abbreviate State Name)

TX

19 **Vendor Proposal/Contact Mailing Address - Zip Code**

Vendor Proposal/Contact Mailing Address - Zip Code

77002

20 **Vendor Proposal/Contact Phone Number**

Vendor Proposal/Contact Phone Number (xxx-xxx-xxxx)

281-962-1025

21 **Vendor Proposal/Contact Extension Number**

Vendor Proposal/Contact Extension Number

No response

22 **Company Website**

Company Website (www.XXXXX.com)

www.octagonhr.com

23 **Purchase Orders Contact Information**

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- I will use the internet to receive Purchase Orders at the following address

Yes

24 **Purchase Order E-mail Address**

Purchase Order E-mail Address

elizabeth@octagonhr.com

25 **Purchase Order Contact - First Name**

Purchase Order Contact - First Name

Elizabeth

26 **Purchase Order Contact - Last Name**

Purchase Order Contact - Last Name

Gutierrez

27 **Purchase Order Contact Phone Number**

Purchase Order Contact Phone Number (xxx-xxx-xxxx)

281-962-1025

28 **Purchase Order Contact Extension Number**

Purchase Order Contact Extension Number

No response

29 **Alternate Purchase Order E-mail Address**

Alternate Purchase Order E-mail Address

andy@octagonhr.com

30 **Alternate Purchase Order Contact - First Name**

Alternate Purchase Order Contact - First Name

Andy

31 **Alternate Purchase Order Contact - Last Name**

Alternate Purchase Order Contact - Last Name

Soles

32 **Alternate Purchase Order Contact Phone Number**

Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx)

281-547-7657

33 **Alternate Purchase Order Contact Extension Number**

Alternate Purchase Order Contact Extension Number

Maximum 30 characters allowed

34 **Purchase Orders Contact Information**

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- Purchase Orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

Yes

35 **Request for Quotes (RFQ)**

Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

36 **Request for Quote (RFQ) E-mail Address**

Request for Quote (RFQ) E-mail Address

elizabeth@octagonhr.com

37 **Request for Quote (RFQ) Contact - First Name**

Request for Quote (RFQ) Contact - First Name

Elizabeth

38 **Request for Quote (RFQ) Contact - Last Name**

Request for Quote (RFQ) Contact - Last Name

Gutierrez

39 **Request for Quote (RFQ) Contact Phone Number**

Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

281-962-1025

40 **Request for Quote (RFQ) Contact Extension Number**

Request for Quote (RFQ) Contact Extension Number

Maximum 30 characters allowed

41 **Alternate Request for Quote (RFQ) E-mail Address**

Alternate Request for Quote (RFQ) E-mail Address

andy@octagonhr.com

42 **Alternate Request for Quote (RFQ) Contact - First Name**

Alternate Request for Quote (RFQ) Contact - First Name

Andy

43 **Alternate Request for Quote (RFQ) Contact - Last Name**

Alternate Request for Quote (RFQ) Contact - Last Name

Soles

44 **Alternate Request for Quote (RFQ) Contact Phone Number**

Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

281-547-7657

45 **Alternate Request for Quote (RFQ) Contact Extension Number**

Alternate Request for Quote (RFQ) Contact Extension Number

Maximum 30 characters allowed

46 **Invoices**

Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved**.

47 **Invoices**

Please choose only one (1) of the following options for receipt of invoices and provide the requested information:

(a) Service fee invoices and related communications should be provided directly to my company at:

or

(b) In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent:

If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.

Service fee invoices and notices direct to company

48 **Invoice Company Name**

Invoice Company Name

Octagon Staffing, LLC

49 **Invoice Company Department Name**

Invoice Company Department Name

Operations

50 **Invoice Contact - First Name**

Invoice Contact - First Name

Elizabeth

51 **Invoice Contact - Last Name**

Invoice Contact - Last Name

Gutierrez

52 **Invoice Mailing Address**

Invoice Mailing Address (P.O. Box or Street Address)

2327 Commerce St., Suite 100B

53 **Invoice Mailing Address - City**

Invoice Mailing Address - City

Houston

54 **Invoice Mailing Address - State**

Invoice Mailing Address - State (Abbreviate State Name)

TX

55 **Invoice Mailing Address - Zip Code**

Invoice Mailing Address (Zip Code)

77002

56 **Invoice Contact Phone Number**

Invoice Contact Phone Number (xxx-xxx-xxxx)

281-962-8020

57 **Invoice Contact Extension Number**

Invoice Contact Extension Number

Maximum 30 characters allowed

58 **Invoice Contact Fax Number**

Invoice Contact Fax Number (xxx-xxx-xxxx)

832-827-3900

59 **Invoice Contact E-mail Address**

Invoice Contact E-mail

elizabeth@octagonhr.com

60 **Invoice Contact Alternate E-mail Address**

Invoice Contact Alternate E-mail Address

andy@octagonhr.com

61 **Billing Agent Company Name**

Billing Agent Company Name

Octagon Staffing, LLC

62 **Billing Agent Department Name**

Billing Agent Department Name

Operations

63 **Billing Agent Contact - First Name**

Billing Agent Contact - First Name

Elizabeth

64 **Billing Agent Contact - Last Name**

Billing Agent Contact - Last Name

Gutierrez

65 **Billing Agent Mailing Address**

Billing Agent Mailing Address (P.O. Box or Street Address)

2327 Commerce St., Suite 100B

66 **Billing Agent Mailing Address - City**

Billing Agent Mailing Address - City

Houston

67 **Billing Agent Mailing Address - State**

Billing Agent Mailing Address - State (Abbreviate State Name)

TX

68 **Billing Agent Mailing Address - Zip Code**

Billing Agent Mailing Address - Zip Code

77002

69 **Billing Agent Contact Phone Number**

Billing Agent Contact Phone Number (xxx-xxx-xxxx)

281-962-1025

70 **Billing Agent Contact Extension Number**

Billing Agent Contact Extension Number

No response

71 **Billing Agent Fax Number**

Billing Agent Fax Number

832-827-3900

72 **Billing Agent Contact E-mail Address**

Billing Agent Contact E-mail Address

elizabeth@octagonhr.com

73 **Billing Agent Alternative E-mail Address**

Billing Agent Alternative E-mail Address

andy@octagonhr.com

74 **Shipping Via**

Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other

Common Carrier

75 **Payment Terms**

Note: Vendor payment terms must comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act (Texas Government Code Ch. 2251).

Our standard payment term is upon receipt, but are able to do Net 15 or Net 30.

76 **Vendor's Internal/Assigned Reference/Quote Number**

Vendor's Internal/Assigned Reference/Quote Number

No response

77 **State or Attach Return Policy**

Note: Only return requirements and processes will be deemed part of Vendor's return policy. Any unrelated contract terms, terms of sale, or other information not specifically related to return requirements and processes included in Vendor's return policy shall not apply to any awarded Contract unless specifically included as a deviation in the Deviation and Compliance Form and accepted by the Cooperative.

No response

78 **Electronic Payments**

Are electronic payments acceptable to your company?

Yes

79 **Credit Card Payments**

Are credit card payments acceptable to your company?

Yes

80 **Texas Regional Service Designation**

Texas Regional Service Designation - Refer to Form in Proposal Invitation

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

81 **Company Name**

Company Name

Octagon Staffing, LLC

82 **Texas Regional Service Designation**

Select only one of the following options. If you select **"I will NOT serve all Regions of Texas",** you must then check the individual Regions you wish to serve.

I will serve all Regions of Texas

83 **Region 1**

Region 1 - Edinburg

☑ Region 1

84 **Region 2**

Region 2 - Corpus Christi

☑ Region 2

85 **Region 3**

Region 3 - Victoria

☑ Region 3

86 **Region 4**

Region 4 - Houston

☑ Region 4

87 **Region 5**

Region 5 - Beaumont

☑ Region 5

88 **Region 6**

Region 6 - Huntsville

☑ Region 6

89	**Region 7** Region 7 - Kilgore ☑ Region 7
90	**Region 8** Region 8 - Mount Pleasant ☑ Region 8
91	**Region 9** Region 9 - Wichita Falls ☑ Region 9
92	**Region 10** Region 10 - Richardson ☑ Region 10
93	**Region 11** Region 11 - Fort Worth ☑ Region 11
94	**Region 12** Region 12 - Waco ☑ Region 12
95	**Region 13** Region 13 - Austin ☑ Region 13
96	**Region 14** Region 14 - Abilene ☑ Region 14
97	**Region 15** Region 15 - San Angelo ☑ Region 15
98	**Region 16** Region 16 - Amarillo ☑ Region 16
99	**Region 17** Region 17 - Lubbock ☑ Region 17
100	**Region 18** Region 18 - Midland ☑ Region 18

101 **Region 19**

Region 19 - El Paso

☑ Region 19

102 **Region 20**

Region 20 - San Antonio

☑ Region 20

103 **State Service Designation**

State Service Designation - Refer to Form in Proposal Invitation.

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete this form accordingly. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this form.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. *By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*

104 **Company Name**

Company Name

Octagon Staffing, LLC

105 **State Service Designation**

Select only one of the following options. If you select "I will NOT serve all States", you must then check the individual States you wish to serve.

I will not serve all states in the United States

106 **Alabama**

Alabama

☑ Alabama

107 **Alaska**

Alaska

☑ Alaska

108 **Arizona**

Arizona

☑ Arizona

109 **Arkansas**

Arkansas

☑ Arkansas

110	**California** California (Public Contract Code 20118 & 20652) ☐ *California*
111	**Colorado** Colorado ☑ Colorado
112	**Connecticut** Connecticut ☑ Connecticut
113	**Delaware** Delaware ☑ Delaware
114	**District of Columbia** District of Columbia ☑ District of Columbia
115	**Florida** Florida ☑ Florida
116	**Georgia** Georgia ☑ Georgia
117	**Hawaii** Hawaii ☑ Hawaii
118	**Idaho** Idaho ☑ Idaho
119	**Illinois** Illinois ☑ Illinois
120	**Indiana** Indiana ☑ Indiana
121	**Iowa** Iowa ☑ Iowa

122	**Kansas** Kansas ☑ Kansas
123	**Kentucky** Kentucky ☑ Kentucky
124	**Louisiana** Louisiana ☑ Louisiana
125	**Maine** Maine ☑ Maine
126	**Maryland** Maryland ☑ Maryland
127	**Massachusetts** Massachusetts ☑ Massachusetts
128	**Michigan** Michigan ☑ Michigan
129	**Minnesota** Minnesota ☑ Minnesota
130	**Mississippi** Mississippi ☑ Mississippi
131	**Missouri** Missouri ☑ Missouri
132	**Montana** Montana ☑ Montana
133	**Nebraska** Nebraska ☑ Nebraska

134	**Nevada** Nevada ☑ Nevada
135	**New Hampshire** New Hampshire ☑ New Hampshire
136	**New Jersey** New Jersey ☑ New Jersey
137	**New Mexico** New Mexico ☑ New Mexico
138	**New York** New York ☐ *New York*
139	**North Carolina** North Carolina ☑ North Carolina
140	**North Dakota** North Dakota ☐ *North Dakota*
141	**Ohio** Ohio ☐ *Ohio*
142	**Oklahoma** Oklahoma ☑ Oklahoma
143	**Oregon** Oregon ☐ *Oregon*
144	**Pennsylvania** Pennsylvania ☑ Pennsylvania
145	**Rhode Island** Rhode Island ☑ Rhode Island

146	**South Carolina** South Carolina ☑ South Carolina
147	**South Dakota** South Dakota ☐ *South Dakota*
148	**Tennessee** Tennessee ☑ Tennessee
149	**Texas** Texas ☑ Texas
150	**Utah** Utah ☑ Utah
151	**Vermont** Vermont ☑ Vermont
152	**Virginia** Virginia ☑ Virginia
153	**Washington** Washington ☐ *Washington*
154	**West Virginia** West Virginia ☑ West Virginia
155	**Wisconsin** Wisconsin ☐ *Wisconsin*
156	**Wyoming** Wyoming ☐ *Wyoming*

Bid Lines

1 **Section I: Temporary Personnel Staffing and Workforce Management Services**

Discount (%) off catalog/price list for **Temporary Personnel Staffing – Administrative/Clerical Services** (services shall be inclusive of all wages, benefits, and/or insurance, if necessary, for contracted personnel to carry out the function on site and in a manner conforming to the highest standards of temporary personnel staffing service industry, applicable law, regulatory rules, and guidelines). Catalog/Price list MUST be included or proposal will not be considered.

Total: 2%

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: The intent of the proposal invitation is to procure vendors that specialize in supplying personnel staffing services and workforce management programs. Services offered by individual persons are outside the scope of this Proposal Invitation. Proposals shall include detailed information of the staffing services to be provided by vendor and services shall be inclusive of wages, benefits, insurance, and/or equipment/supplies, if necessary, for contracted personnel to carry out the function on site and in a manner conforming to the highest standards of temporary personnel staffing service industry, applicable law, regulatory rules, and guidelines.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Octagon Staffing, LLC PC

2 **Section I: Temporary Personnel Staffing and Workforce Management Services**

Discount (%) off catalog/price list for **Temporary Personnel Staffing – Accounting/Finance Services** (services shall be inclusive of all wages, benefits, and/or insurance, if necessary, for contracted personnel to carry out the function on site and in a manner conforming to the highest standards of temporary personnel staffing service industry, applicable law, regulatory rules, and guidelines). Catalog/Price list MUST be included or proposal will not be considered.

Total: 2%

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: The intent of the proposal invitation is to procure vendors that specialize in supplying personnel staffing services and workforce management programs. Services offered by individual persons are outside the scope of this Proposal Invitation. Proposals shall include detailed information of the staffing services to be provided by vendor and services shall be inclusive of wages, benefits, insurance, and/or equipment/supplies, if necessary, for contracted personnel to carry out the function on site and in a manner conforming to the highest standards of temporary personnel staffing service industry, applicable law, regulatory rules, and guidelines.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Octagon Staffing, LLC PC

3 **Section I: Temporary Personnel Staffing and Workforce Management Services**

Discount (%) off catalog/price list for **Temporary Personnel Staffing – Call/Contact Center Services** (services shall be inclusive of all wages, benefits, and/or insurance, if necessary, for contracted personnel to carry out the function on site and in a manner conforming to the highest standards of temporary personnel staffing service industry, applicable law, regulatory rules, and guidelines). Catalog/Price list MUST be included or proposal will not be considered.

Total: 2%

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: The intent of the proposal invitation is to procure vendors that specialize in supplying personnel staffing services and workforce management programs. Services offered by individual persons are outside the scope of this Proposal Invitation. Proposals shall include detailed information of the staffing services to be provided by vendor and services shall be inclusive of wages, benefits, insurance, and/or equipment/supplies, if necessary, for contracted personnel to carry out the function on site and in a manner conforming to the highest standards of temporary personnel staffing service industry, applicable law, regulatory rules, and guidelines.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Octagon Staffing, LLC PC

4 **Section I: Temporary Personnel Staffing and Workforce Management Services**

Discount (%) off catalog/price list for **Temporary Personnel Staffing – Education/Instructional Services** – Daycare/Head Start staff, Substitute Teachers, ESL Aides, Reading Intervention specialists, and related services (services shall be inclusive of all wages, benefits, and/or insurance, if necessary, for contracted personnel to carry out the function on site and in a manner conforming to the highest standards of temporary personnel staffing service industry, applicable law, regulatory rules, and guidelines). Catalog/Price list MUST be included or proposal will not be considered.

Total: 2%

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: The intent of the proposal invitation is to procure vendors that specialize in supplying personnel staffing services and workforce management programs. Services offered by individual persons are outside the scope of this Proposal Invitation. Proposals shall include detailed information of the staffing services to be provided by vendor and services shall be inclusive of wages, benefits, insurance, and/or equipment/supplies, if necessary, for contracted personnel to carry out the function on site and in a manner conforming to the highest standards of temporary personnel staffing service industry, applicable law, regulatory rules, and guidelines.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Octagon Staffing, LLC PC

5	**Section I: Temporary Personnel Staffing and Workforce Management Services** Discount (%) off catalog/price list for **Temporary Personnel Staffing – Health Therapy Services** - Nurses, Occupational Therapists, Physical Therapists, Speech Therapists and related services (services shall be inclusive of all wages, benefits, insurance, and/or equipment/supplies, if necessary, for contracted personnel to carry out the function on site and in a manner conforming to the highest standards of temporary personnel staffing service industry, applicable law, regulatory rules, and guidelines). Catalog/Price list MUST be included or proposal will not be considered. Total: 2% Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.** ***PROPOSAL NOTE 2:*** The intent of the proposal invitation is to procure vendors that specialize in supplying personnel staffing services and workforce management programs. Services offered by individual persons are outside the scope of this Proposal Invitation. Proposals shall include detailed information of the staffing services to be provided by vendor and services shall be inclusive of wages, benefits, insurance, and/or equipment/supplies, if necessary, for contracted personnel to carry out the function on site and in a manner conforming to the highest standards of temporary personnel staffing service industry, applicable law, regulatory rules, and guidelines. Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered: • Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed • Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed **Item Attributes** **1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage** NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed". Octagon Staffing, LLC PC

6 **Section I: Temporary Personnel Staffing and Workforce Management Services**

Discount (%) off catalog/price list for **Temporary Personnel Staffing – Information Technology Services** (services shall be inclusive of all wages, benefits, insurance, and/or equipment/supplies, if necessary, for contracted personnel to carry out the function on site and in a manner conforming to the highest standards of temporary personnel staffing service industry, applicable law, regulatory rules, and guidelines). Catalog/Price list MUST be included or proposal will not be considered.

Total: 2%

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: The intent of the proposal invitation is to procure vendors that specialize in supplying personnel staffing services and workforce management programs. Services offered by individual persons are outside the scope of this Proposal Invitation. Proposals shall include detailed information of the staffing services to be provided by vendor and services shall be inclusive of wages, benefits, insurance, and/or equipment/supplies, if necessary, for contracted personnel to carry out the function on site and in a manner conforming to the highest standards of temporary personnel staffing service industry, applicable law, regulatory rules, and guidelines.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Octagon Staffing, LLC PC

7 **Section I: Temporary Personnel Staffing and Workforce Management Services**

Discount (%) off catalog/price list for **Temporary Personnel Staffing – Logistics and Support Services** (services shall be inclusive of all wages, benefits, insurance, and/or equipment/supplies, if necessary, for contracted personnel to carry out the function on site and in a manner conforming to the highest standards of temporary personnel staffing service industry, applicable law, regulatory rules, and guidelines). Catalog/Price list MUST be included or proposal will not be considered.

Total: 2%

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: The intent of the proposal invitation is to procure vendors that specialize in supplying personnel staffing services and workforce management programs. Services offered by individual persons are outside the scope of this Proposal Invitation. Proposals shall include detailed information of the staffing services to be provided by vendor and services shall be inclusive of wages, benefits, insurance, and/or equipment/supplies, if necessary, for contracted personnel to carry out the function on site and in a manner conforming to the highest standards of temporary personnel staffing service industry, applicable law, regulatory rules, and guidelines.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Octagon Staffing, LLC PC

8 **Section I: Temporary Personnel Staffing and Workforce Management Services**

Discount (%) off catalog/price list for **Temporary Personnel Staffing – Traffic Control Services** (services shall be inclusive of all wages, benefits, insurance, and/or equipment/supplies, if necessary, for contracted personnel to carry out the function on site and in a manner conforming to the highest standards of temporary personnel staffing service industry, applicable law, regulatory rules, and guidelines). Catalog/Price list MUST be included or proposal will not be considered.

Total: 2%

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: The intent of the proposal invitation is to procure vendors that specialize in supplying personnel staffing services and workforce management programs. Services offered by individual persons are outside the scope of this Proposal Invitation. Proposals shall include detailed information of the staffing services to be provided by vendor and services shall be inclusive of wages, benefits, insurance, and/or equipment/supplies, if necessary, for contracted personnel to carry out the function on site and in a manner conforming to the highest standards of temporary personnel staffing service industry, applicable law, regulatory rules, and guidelines.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Octagon Staffing, LLC PC

9	**Section I: Temporary Personnel Staffing and Workforce Management Services** Discount (%) off catalog/price list for **All Other Temporary Personnel Staffing and Workforce Management Services** (services shall be inclusive of all wages, benefits, and/or insurance, if necessary, for contracted personnel to carry out the function on site and in a manner conforming to the highest standards of temporary personnel staffing service industry, applicable law, regulatory rules, and guidelines). Catalog/Price list MUST be included or proposal will not be considered. Total: 2% Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.** ***PROPOSAL NOTE 2:*** The intent of the proposal invitation is to procure vendors that specialize in supplying personnel staffing services and workforce management programs. Services offered by individual persons are outside the scope of this Proposal Invitation. Proposals shall include detailed information of the staffing services to be provided by vendor and services shall be inclusive of wages, benefits, insurance, and/or equipment/supplies, if necessary, for contracted personnel to carry out the function on site and in a manner conforming to the highest standards of temporary personnel staffing service industry, applicable law, regulatory rules, and guidelines. Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered: • Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed • Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed **Item Attributes** **1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage** NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed". Octagon Staffing, LLC PC

Response Total: $0.00

Exhibit C

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:

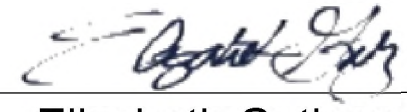
1. The Respondent has reviewed the requirements of Chapter 176, Texas Local Government Code, regarding conflict-of-interest disclosures.
2. The Respondent understands that a completed Texas Ethics Commission Form CIQ must be filed with the City Secretary's Office of the City of Brownsville, Texas, within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

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: Elizabeth Gutierrez

Title: Chief Operations Officer

Date: 08/19/2026

Company Name: Octagon Staffing, LLC

Phone: 281-962-1025

Email: elizabeth@octagonhr.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.**

Octagon Staffing. LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

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

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

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

7

Signature of vendor doing business with the governmental entity

08/19/2026

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.

EXHIBIT "D"

INSURANCE

Contractor shall obtain and maintain insurance coverage as agreed in paragraph 7 of the City of Brownsville Contract Agreement and ensure that coverage with the parameters contained herein remains in full force at all times during the contract period as follows:

1. **Workers' Compensation and Employers' Liability Insurance**

   Minimum Limits Consistent with Texas Worker's Compensation Act (Section 401):

   1. $100,000 bodily injury each accident
   2. $500,000 bodily injury by disease policy limit
   3. $100,000 Bodily injury by disease each employee

   Any firm performing work for or on behalf of the City of Brownsville must provide Workers' Compensation insurance.

2. **Commercial General Liability Insurance**

   Covering premises-operations, products-completed operations, independent Contractors and contractual liability, with a combined single limit bodily injury/property damage of $1,000,000. This coverage must include, but not be limited to:

   1. Coverage for the liability assumed by the Contractor under the indemnity provision of the contract.
   2. Coverage for Premises/Operations
   3. Products/Completed Operations
   4. Broad Form Contractual Liability
   5. Independent Contractors

3. **Automobile Liability Insurance**

   Covering all owned, hired and non-owned automobile equipment with the following Limits:

   1. Bodily injury

      $250,000 each person,

      $500,000 each occurrence

   2. Property damage

      $100,000 each occurrence

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/19/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 11550 Fuqua Street Suite 205 Houston TX 77034	**CONTACT NAME:** Credentialing Team **PHONE (A/C, No, Ext):** 281-674-1456 **FAX (A/C, No):** 281-674-1460 **E-MAIL ADDRESS:** renewalcertificates@ajg.com
INSURED OCTACON-01 Octagon Consulting, LLC 2327 Commerce St Ste 100B Houston, TX 77002	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Twin City Fire Insurance Company 29459 **INSURER B :** Texas Mutual Insurance Company 22945 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1534880735 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y		61SBMBC7283	8/30/2025	8/30/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y		61SBMBC7283	8/30/2025	8/30/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			61SBMBC7283	8/30/2025	8/30/2026	EACH OCCURRENCE AGGREGATE 	$ 3,000,000 $ 3,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N: N / N/A		0002027930	2/26/2026	2/26/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability for HR consulting			61SBMBC7283	8/30/2025	8/30/2026	Each claim Aggregate	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The certificate holder is included as additional insured as respects to General Liability and Automobile Liability as required by written contract.

CERTIFICATE HOLDER

City of Brownsville
Purchasing/Contracting Division
1001 E. Elizabeth St.
Brownsville TX 78520
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Exhibit E

Form 3 – Texas Ethics Commission Certificate of Interested Parties (Form 1295)

Purpose

This form serves as an acknowledgment of the statutory requirement for certain vendors to file a Certificate of Interested Parties (Form 1295) with the Texas Ethics Commission (TEC) before a contract can be executed with the City of Brownsville.

The requirement applies to any contract that:

- Must be approved by the City Commission or executed by a City official before becoming effective, or
- Otherwise meets the criteria established by the Texas Ethics Commission under Texas Government Code §2252.908 and 1 Texas Administrative Code Chapter 46.

Respondent Acknowledgment

By signing below, the Respondent certifies and acknowledges the following:

1. The Respondent has reviewed the requirements of Texas Government Code §2252.908 and 1 TAC Chapter 46.
2. When applicable, the Respondent shall complete and file Form 1295 electronically at https://www.ethics.state.tx.us/filinginfo/1295/ to obtain a Certificate Number issued by the TEC.
3. The Respondent shall print and provide a PDF copy to the City of Brownsville Procurement Department **after** notice of intent to award but prior to contract execution.
4. The Respondent understands that the City may not execute a contract until a completed and verified Form 1295 is received.
5. The Respondent acknowledges that the Certificate of Interested Parties will be made publicly accessible on the TEC's website in accordance with state law.

Certification

By signing below, the undersigned Respondent certifies that they have read and understood the requirements of Texas Government Code §2252.908 and 1 TAC Chapter 46 and that a completed Form 1295 will be filed and provided to the City prior to contract execution, if applicable.

The Respondent further understands that the Form 1295 itself must be signed in accordance with TEC requirements.

Signature: _____

Printed Name: Elizabeth Gutierrez

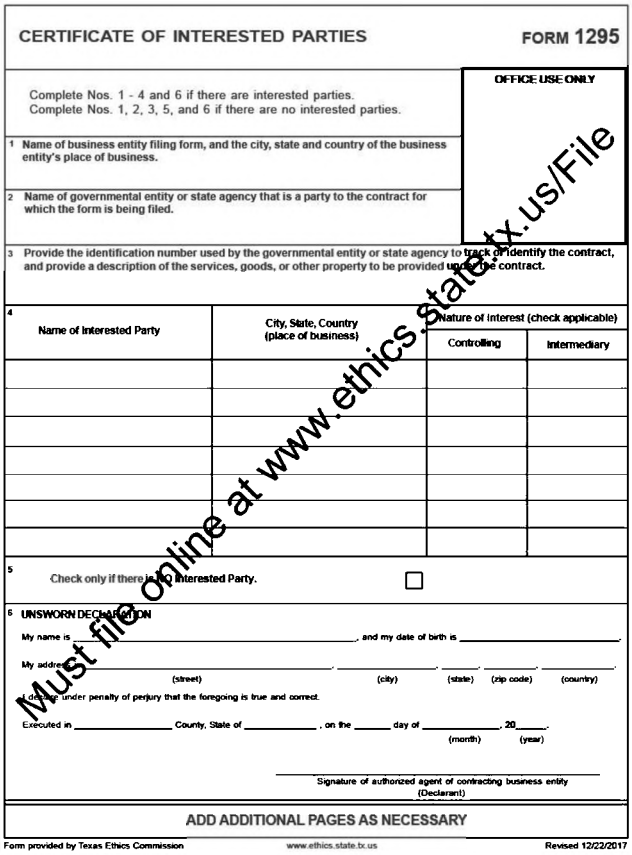
Title: Chief Operating Officer

Date: August 19, 2026

Company Name: Octagon Staffing, LLC

Phone: 281-962-1025

Email: elizabeth@octagonhr.com



CERTIFICATE OF INTERESTED PARTIES — FORM 1295

OFFICE USE ONLY

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

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

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

Executed in _____ County, State of _____, on the _____ day of _____ (month), 20____ (year).

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

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 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:
2026-1505393

Date Filed:
08/20/2026

Date Acknowledged:

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

Octagon Staffing, LLC
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of 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.

355-26-ODHR-CP
Temporary staffing 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 Elizabeth Gutierrez, and my date of birth is 11/02/1989.

My address is 2327 Commerce St, Suite 100B, Houston (city), TX (state), 77003 (zip code), USA (country).

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

Executed in Harris County, State of Texas, on the 20th day of August (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:
2026-1505393

Date Filed:
08/20/2026

Date Acknowledged:
08/20/2026

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

Octagon Staffing, LLC
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of 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.

355-26-ODHR-CP
Temporary staffing 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)

PROCUREMENT ANALYSIS

Date: Friday, August 21, 2026
To: Mr. John Cowen Jr., City Mayor
From: Mr. Alan Guard, City Manager
CC: Mr. Damian Espinoza, Procurement Director
Mrs. Perla Cepeda, Chief People Officer

Agenda Title:
Agenda Item for the City Commission meeting of Tuesday, September 1, 2026.
"Consideration and **ACTION** to Authorize a Contract with Octagon Staffing, LLC in an amount not to exceed $1,000,000 for Contract No. 355-26-ODHR-CP, for an initial term of nine (9) months, with the option to extend for up to three (3) additional months. (Organizational Development and Human Resources Department).

Executive Summary:

- Department: Organizational Development and Human Resources Department
- Exemption Type: Cooperative Purchase Exemption
    - Cooperative Entity: BuyBoard
- Contract Number: 355-26-ODHR-CP
- Vendor: Octagon Staffing, LLC
- Contract Amount: Not to exceed $1,000,000
- Term: Initial nine (9) months, with the option to extend for up to three (3) additional months, not to exceed twelve (12) months or September 30, 2027, whichever occurs first.

Background:
The Organizational Development and Human Resources Department identified the need to procure temporary staffing services. The proposed agreement will commence upon approval by the City Commission or its designee and will continue for an initial period of nine (9) months, with the option to extend for up to three (3) additional months. In no event shall the agreement exceed twelve (12) months or extend beyond September 30, 2027, whichever occurs first. This term will allow the Department sufficient time to finalize the Request for Proposals (RFP) process for temporary staffing services and transition to a longer-term contract.

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 Octagon Staffing LLC is an actively awarded vendor under BuyBoard Contract #774-25: Temporary Personnel Staffing and Workforce Management Services. The BuyBoard Cooperative contract is included as **Exhibit B.**

Vendor Information:
Octagon Staffing, LLC.
2327 Commerce St. Suite 100B, Houston, TX 77002
Point of Contact: Elizabeth Gutierrez, Account Manager
Phone/Email: (281) 962-8020 | Elizabeth@octagonhr.com

Exhibits & Supporting Documents:

- Exhibit A – Vendor Proposal: Scope of Services and Compensation/Fees
- Exhibit B – BuyBoard Cooperative Contract #774-25
- Exhibit C – Acknowledged Form 1295

Recommendation:
The Procurement Department recommends that the City Commission authorize a contract with **Octagon Staffing LLC.** under the Cooperative exemption provided by Texas Local Gov't Code §271.102, in a total amount not to exceed **$1,000,000** for an initial term of nine (9) months, with the option to extend for up to three (3) additional months, not to exceed twelve (12) months or September 30, 2027, whichever occurs first.

Approval of this agenda item will authorize the full contract value, including the extension option. The City Manager will be authorized to execute the extension if exercised.

Exhibit A

Octagon Staffing, LLC Pricing Catalog					
Position	**Hourly Rate**	**Mark-Up**	**Bill Rate**	**Discount Percentage**	**Bill Rate with Discount**
Accounting Clerk I	$21.03	40%	$29.44	2%	$28.85
Accounting Clerk II	$22.03	40%	$30.84	2%	$30.23
Accounting Clerk III	$26.74	40%	$37.44	2%	$36.69
Accounting Specialist	$34.25	40%	$47.95	2%	$46.99
Administrative Assistant	$23.56	40%	$32.98	2%	$32.32
Bookkeeper	$21.03	40%	$29.44	2%	$28.85
Cashier I	$16.58	40%	$23.21	2%	$22.75
Cashier II	$22.41	40%	$31.37	2%	$30.75
Clerk/Office Assistant I	$17.73	40%	$24.82	2%	$24.33
Collector	$14.41	40%	$20.17	2%	$19.77
Computer Jobs (various)	$19.30	40%	$27.02	2%	$26.48
Copy Center Operator	$12.76	40%	$17.86	2%	$17.51
Data Entry Clerk I	$14.22	40%	$19.91	2%	$19.51
Data Entry Clerk II	$17.38	40%	$24.33	2%	$23.85
Executive Secretary	$27.52	40%	$38.53	2%	$37.76
File Clerk I	$15.31	40%	$21.43	2%	$21.01
File Clerk II	$19.68	40%	$27.55	2%	$27.00
Graphic Designer	$24.28	40%	$33.99	2%	$33.31
Human Resources Assistant	$20.85	40%	$29.19	2%	$28.61
Legal Secretary	$21.88	40%	$30.63	2%	$30.02
Library Specialist	$21.15	40%	$29.61	2%	$29.02
Library Clerk	$16.83	40%	$23.56	2%	$23.09
Library Assistant	$17.60	40%	$24.64	2%	$24.15
Mail Clerk	$14.78	40%	$20.69	2%	$20.28
Office Assistant III	$20.55	40%	$28.77	2%	$28.19
Parking Clerk	$17.54	40%	$24.56	2%	$24.06
Receptionist/Office Assistant II	$21.03	40%	$29.44	2%	$28.85
Secretary I	$17.50	40%	$24.50	2%	$24.01
Secretary II	$19.90	40%	$27.86	2%	$27.30
Secretary III	$24.04	40%	$33.66	2%	$32.98
Telephone Operator	$13.63	40%	$19.08	2%	$18.70
Word Processor	$21.56	40%	$30.18	2%	$29.58
Custodian	$15.16	40%	$21.22	2%	$20.80
Electrical Technician	$21.53	40%	$30.14	2%	$29.54
General Maintenance Worker	$13.58	40%	$19.01	2%	$18.63
Groundskeeper	$14.31	40%	$20.03	2%	$19.63
Laborer	$13.58	40%	$19.01	2%	$18.63
Ship/Receiving Clerk	$15.71	40%	$21.99	2%	$21.55
Truck Driver	$27.14	40%	$38.00	2%	$37.24
Usher	$15.40	40%	$21.56	2%	$21.13
Electrics Technician	$25.03	40%	$35.04	2%	$34.34
Manager of Technical Services	$40.26	45%	$58.38	2%	$57.21
Manager of IT Customer Services	$40.63	45%	$58.91	2%	$57.74
Manager of Desktop Planning	$49.88	45%	$72.33	2%	$70.88
Software Products Analyst	$48.38	45%	$70.15	2%	$68.75
Lab Operations Supervisor	$25.23	45%	$36.58	2%	$35.85
Computer Operations Manager	$40.38	45%	$58.55	2%	$57.38
Assistant Manager of Computing Operations	$32.93	45%	$47.75	2%	$46.79

Computer Operations Supervisor	$39.06	45%	$56.64	2%	$55.50
Enterprise Systems Director	$71.21	45%	$103.25	2%	$101.19
Computer Operator II	$23.44	45%	$33.99	2%	$33.31
Computer Operator I	$21.63	45%	$31.36	2%	$30.74
CASA Information Systems Administrator	$40.86	45%	$59.25	2%	$58.06
Operating Systems Manager	$55.30	45%	$80.19	2%	$78.58
Assistant Manager of Operating Systems	$46.43	45%	$67.32	2%	$65.98
Assistant Manager of ITAC	$41.88	45%	$60.73	2%	$59.51
Enterprise Computing System Manager	$52.31	45%	$75.85	2%	$74.33
Computing Systems Manager	$64.30	45%	$93.24	2%	$91.37
Systems Administrator III	$59.68	45%	$86.54	2%	$84.81
Systems Administrator II	$51.68	45%	$74.94	2%	$73.44
Systems Administrator I	$34.25	45%	$49.66	2%	$48.67
Operating Systems Programmer III	$48.08	45%	$69.72	2%	$68.32
Operating Systems Programmer II	$51.68	45%	$74.94	2%	$73.44
Operating Systems Programmer I	$28.84	45%	$41.82	2%	$40.98
Remote Facility Supervisor	$40.60	45%	$58.87	2%	$57.69
Executive Dir. of Technical Srvcs and Support	$86.54	45%	$125.48	2%	$122.97
IT Quality Coordinator	$39.84	45%	$57.77	2%	$56.61
Information Technology Training Manager	$40.23	45%	$58.33	2%	$57.17
IT Services Support Manager	$37.25	45%	$54.01	2%	$52.93
Help Desk Coordinator	$21.88	45%	$31.73	2%	$31.09
Help Desk Assistant	$19.15	45%	$27.77	2%	$27.21
Information Systems Trainer	$30.10	45%	$43.65	2%	$42.77
Assistant Manager of User Services Support	$37.74	45%	$54.72	2%	$53.63
User Services Specialist III	$36.41	45%	$52.79	2%	$51.74
User Services Specialist II	$30.64	45%	$44.43	2%	$43.54
User Services Specialist I	$27.64	45%	$40.08	2%	$39.28
User Support Technician	$20.43	45%	$29.62	2%	$29.03
Director of Enterprise Systems Architect	$66.20	45%	$95.99	2%	$94.07
Enterprise Systems Databases Manager	$78.36	45%	$113.62	2%	$111.35
Director of Enterprise Systems (Financial/HR)	$72.11	45%	$104.56	2%	$102.47
Web Technology Manager	$61.00	45%	$88.45	2%	$86.68
Digital Marketing & Communications Manager	$39.74	45%	$57.62	2%	$56.47
NMS Software Apps Designer	$55.58	45%	$80.59	2%	$78.98
Application Developer IV	$54.53	45%	$79.07	2%	$77.49
Application Developer III	$40.04	45%	$58.06	2%	$56.90
Application Developer II	$34.55	45%	$50.10	2%	$49.10
Application Developer I	$24.38	45%	$35.35	2%	$34.64
Systems Analyst III	$44.45	45%	$64.45	2%	$63.16
Systems Analyst II	$34.96	45%	$50.69	2%	$49.68
Systems Analyst I	$21.51	45%	$31.19	2%	$30.57
Programmer Analyst II	$49.08	45%	$71.17	2%	$69.74
Programmer Analyst I	$32.69	45%	$47.40	2%	$46.45
IT Services Continuity Analyst II	$40.45	45%	$58.65	2%	$57.48
IT Services Continuity Analyst I	$34.49	45%	$50.01	2%	$49.01
Executive Director of IT Security	$86.54	45%	$125.48	2%	$122.97
IT Security Compliance Manager	$51.08	45%	$74.07	2%	$72.58
Sr. IT Security Analyst	$41.01	45%	$59.46	2%	$58.28
IT Security Manager	$51.08	45%	$74.07	2%	$72.58
Security and Disaster Recovery Manager	$40.31	45%	$58.45	2%	$57.28
IT Security Specialist	$49.28	45%	$71.46	2%	$70.03

Enterprise App Security Manager	$57.69	45%	$83.65	2%	$81.98
Network Planning/Development Manager	$64.48	45%	$93.50	2%	$91.63
High Performance Computing Manager	$64.30	45%	$93.24	2%	$91.37
Telecom Services and Facilities Manager	$49.28	45%	$71.46	2%	$70.03
Assistant Manager of Communication Services	$24.73	45%	$35.86	2%	$35.14
Telecommunications Engineer	$44.46	45%	$64.47	2%	$63.18
Lead Network Analyst	$52.88	45%	$76.68	2%	$75.14
Telecommunications Analyst III	$44.40	45%	$64.38	2%	$63.09
Telecommunications Analyst II	$35.68	45%	$51.74	2%	$50.70
Telecommunications Analyst I	$27.76	45%	$40.25	2%	$39.45
Telecommunications Technician III	$34.06	45%	$49.39	2%	$48.40
Telecommunications Technician II	$28.54	45%	$41.38	2%	$40.56
Telecommunications Technician I	$22.48	45%	$32.60	2%	$31.94
Technical Services Lead	$49.28	45%	$71.46	2%	$70.03
Technical Services Specialist IV	$48.08	45%	$69.72	2%	$68.32
Technical Services Specialist III	$37.44	45%	$54.29	2%	$53.20
Technical Services Specialist II	$34.61	45%	$50.18	2%	$49.18
Technical Services Specialist I	$33.29	45%	$48.27	2%	$47.31
Lead Database Administrator	$45.66	45%	$66.21	2%	$64.88
Database Administrator	$42.90	45%	$62.21	2%	$60.96
Data Warehouse Technology Administrator	$43.86	45%	$63.60	2%	$62.33
Director of Advancement Information Systems	$37.25	45%	$54.01	2%	$52.93
HRM Information Systems Manager	$48.04	45%	$69.66	2%	$68.26
Education Technology Information Services Manager	$26.91	45%	$39.02	2%	$38.24
Director of Technology	$47.95	45%	$69.53	2%	$68.14
Lan Administrator	$37.44	45%	$54.29	2%	$53.20
Microsystems Analyst II	$36.41	45%	$52.79	2%	$51.74
Microsystems Analyst I	$27.03	45%	$39.19	2%	$38.41
RICS Coordinator	$24.09	45%	$34.93	2%	$34.23
Computer Support Analyst	$19.33	45%	$28.03	2%	$27.47
Computer Support Technician	$25.24	45%	$36.60	2%	$35.87
Director of Web & Communication Services	$46.00	45%	$66.70	2%	$65.37
Web Content Administrator	$37.25	45%	$54.01	2%	$52.93
Web Developer III	$41.83	45%	$60.65	2%	$59.44
Web Developer II	$32.20	45%	$46.69	2%	$45.76
Web Developer I	$24.51	45%	$35.54	2%	$34.83
Application Security Coordinator	$23.79	45%	$34.50	2%	$33.81
IT Project Manager	$55.29	45%	$80.17	2%	$78.57
Network Control Manager	$41.85	45%	$60.68	2%	$59.47
Internet/Database Manager	$41.46	45%	$60.12	2%	$58.91
HRIS Technical Analyst	$41.19	45%	$59.73	2%	$58.53
ERP Application Administrator II	$39.36	45%	$57.07	2%	$55.93
ERP Application Administrator I	$35.63	45%	$51.66	2%	$50.63
Web Project Manager	$54.69	45%	$79.30	2%	$77.71
Call Center Representative I	$13.95	40%	$19.53	2%	$19.14
Call Center Representative II	$15.86	40%	$22.20	2%	$21.76
Call Center Representative III	$19.44	40%	$27.22	2%	$26.67
Call Center Operations Manager	$37.69	40%	$52.77	2%	$51.71
Customer Service Trainer I	$20.24	40%	$28.34	2%	$27.77
Call Center Supervisor	$23.83	40%	$33.36	2%	$32.69
Call Center Sales Representative	$15.31	40%	$21.43	2%	$21.01

Head Start Teacher	$20.72	40%	$29.01	2%	$28.43
Head Start Teaching Assistant	$23.52	40%	$32.93	2%	$32.27
Substitute Teacher	$15.00	40%	$21.00	2%	$20.58
ESL Aide	$18.00	40%	$25.20	2%	$24.70
Reading Specialist	$25.00	40%	$35.00	2%	$34.30
Registered Nurse	$31.49	55%	$48.81	2%	$47.83
Occupational Therapist	$35.20	55%	$54.56	2%	$53.47
Physical Therapist	$39.06	55%	$60.54	2%	$59.33
Speech Therapist	$35.73	55%	$55.38	2%	$54.27
Logistics Coordinator	$19.88	40%	$27.83	2%	$27.28
Logistics Supervisor	$30.44	40%	$42.62	2%	$41.76
Warehouse Clerk I	$15.11	40%	$21.15	2%	$20.73
Warehouse Clerk I	$17.10	40%	$23.94	2%	$23.46
Warehouse Operations Manager	$19.81	40%	$27.73	2%	$27.18
Logistics Analyst	$28.91	40%	$40.47	2%	$39.66
Logistics Clerk I	$17.30	40%	$24.22	2%	$23.74
Logistics Clerk II	$19.88	40%	$27.83	2%	$27.28
Logistics Clerk III	$22.35	40%	$31.29	2%	$30.66
Logistics and Traffic Specialist I	$23.12	40%	$32.37	2%	$31.72
Logistics and Traffic Specialist II	$27.84	40%	$38.98	2%	$38.20
Logistics and Traffic Specialist III	$33.69	40%	$47.17	2%	$46.22
Traffic Control Services Jobs	$25.00 - $45.00	55%	$38.75 - $69.75	2%	$37.98 - $68.36
All other Personnel jobs requested		45%		2%	

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

May 21, 2026

Sent via email to: elizabeth@octagonhr.com

Elizabeth Gutierrez
Octagon Staffing, LLC
2327 Commerce St., Suite 100B
Houston TX 77002

Re: Temporary Personnel Staffing and Workforce Management Services
BuyBoard Contract 774-25

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Temporary Personnel Staffing and Workforce Management Services, Contract 774-25 effective July 1, 2025 through June 30, 2026, with two possible one-year renewals. At this time the BuyBoard is renewing your contract through June 30, 2027.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at contractadmin@buyboard.com prior to the start of the renewal term.

Reminder: Once a BuyBoard contract is awarded, vendors must generate a minimum of $15,000 annually or they may not be offered a contract renewal.

If you have questions or comments concerning this renewal, please contact me as soon as possible at contractadmin@buyboard.com . We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Jim Tulberg

Jim Tulberg
Contract Administrator

1st renewal v.02.13.2020

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

Electronic Delivery

Elizabeth Gutierrez
Octagon Staffing, LLC
2327 Commerce St., Suite 100B
Houston, TX 77002

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award;* Proposal Invitation No. 774-25, Temporary Personnel Staffing and Workforce Management Services

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of Juky 1, 2025 through June 30, 2026, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 774-25 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

A list of Cooperative members is available on the buyboard.com website. In addition, the BuyBoard Administrator's vendor relations staff is available to assist you in locating available BuyBoard informational resources and answering questions you may have as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, feel free to contact me at bids@buyboard.com.

Sincerely,

Stacy Finn

Stacy Finn, Bid Analyst
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative

Electronic Delivery

Elizabeth Gutierrez
Octagon Staffing, LLC
2327 Commerce St., Suite 100B
Houston, TX 77002

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Award;* Proposal Invitation No. 774-25, Temporary Personnel Staffing and Workforce Management Services

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of July 1, 2025 through June 30, 2026, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the National Purchasing Cooperative Vendor Award Agreement and General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 774-25 at www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

A list of National Cooperative members is available on the buyboard.com website. In addition, the BuyBoard Administrator's vendor relations staff is available to assist you in locating available BuyBoard informational resources and answering questions you may have as an awarded BuyBoard vendor.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, feel free to contact me at bids@buyboard.com.

Sincerely,

Stacy Finn, Bid Analyst
Texas Association of School Boards, Inc.,
Administrator for the National Purchasing Cooperative

v.01.03.2025

PROPOSER'S ACCEPTANCE AND AGREEMENT

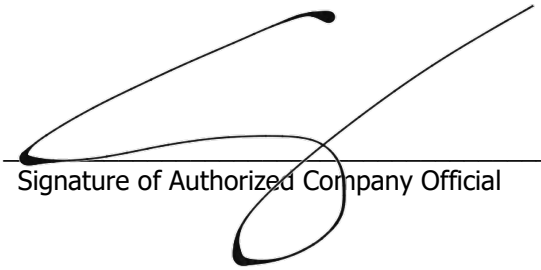
Proposal Invitation Name Temporary Personnel Staffing and Workforce Management Services	**Proposal Due Date/Opening Date and Time** January 30, 2025, at 4:00 PM
Proposal Invitation Number 774-25	**Location of Proposal Opening** Texas Association of School Boards, Inc. BuyBoard Department 12007 Research Blvd. Austin, TX 78759
Contract Term July 1, 2025, through June 30, 2026, with two possible one-year renewals.	**Anticipated Cooperative Board Meeting Date** April 2025

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

Octagon Staffing, LLC
Name of Proposing Company

January 29, 2025
Date

2327 Commerce St., Suite 100B
Street Address


Signature of Authorized Company Official

Houston, Texas 77002
City, State, Zip

Elizabeth Gutierrez
Printed Name of Authorized Company Official

281-962-1025
Telephone Number of Authorized Company Official

Chief Operating Officer
Position or Title of Authorized Company Official

832-827-3900
Fax Number of Authorized Company Official

85-4371071
Federal ID Number

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

An authorized representative of Proposer *must initial in the bottom right corner of each page* where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.

PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

Initial: _____

5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
   a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
   b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
   c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
   d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (√) one of the following:

☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
☒ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

_____

Initial: EG

RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (√) one of the following:

☒ I certify that my company is a **Resident Proposer.**
☐ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name _____ Address _____

City _____ State _____ Zip Code _____

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

☐ Yes ☐ No

B. What is the prescribed amount or percentage? $_____ or _____%

DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas. If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (√) one of the following:

☐ Yes ☒ No

Initial: EG

NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2276), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Initial: _EG_

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. *(Please check (√) all that apply)*

☒ I certify that my company has been certified as a HUB in the following categories:

☒ **Minority Owned Business** ☐ **Women Owned Business**

☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number: HS17797 (MBE)_____

Name of Certifying Agency: _____

☐ My company has **NOT** been certified as a HUB.

ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company **cannot** or will **not** comply.]*

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract. **Initial:** EG

CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order or other agreement for construction-related goods or services.

Initial: _EG_

DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check (√) one of the following:

☒ **No**; Deviations
☐ **Yes**; Deviations

List and fully explain any deviations you are submitting:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Initial: EG

VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to contractadmin@buyboard.com. BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. *DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.*

☐ By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**

Initial: EG

CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, pricelists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, pricelists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (√) one of the following:

☐ **NO,** I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐ **YES,** I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

Please note that information submitted under sections 2.A and 2.B are considered proprietary

(Attach additional sheets if needed.)

Initial: EG

B. Copyright Information

Does your Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check (√) one of the following:

☑ **NO,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.

☐ **YES,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information: _____

_____

_____

_____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

Initial: EG

EDGAR VENDOR CERTIFICATION
(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which ***may*** be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For <u>each</u> of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

☑ **YES**, I agree. ☐ **NO**, I do not agree. **Initial:** EG

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.sam.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: EG

6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) - Vendors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

☑ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: EG

10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

11. Domestic Preferences for Procurements:

Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain covered telecommunications equipment or services. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications equipment or services provided by Vendor is covered telecommunications equipment or services under 2 CFR §200.216.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

13. General Compliance and Cooperation with Cooperative Members:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: EG

COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

Octagon Staffing, LLC
Company Name

Signature of Authorized Company Official

Elizabeth Gutierrez, COO
Printed Name and Title

January 29, 2025
Date

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement *(Vendors serving outside Texas only)*
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire

To the extent any information requested is not applicable to your company, you must so indicate on the form.

VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

Name of Proposing Company:

Octagon Staffing, LLC

*(List the **legal** name of the company seeking to contract with the Cooperative. Do **NOT** list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (√) one of the following:

Type of Business: ☐ Individual/Sole Proprietor ☐ Corporation ☑ Limited Liability Company ☐ Partnership

☐ Other (Specify: _____)

State of Incorporation (if applicable): Texas

Federal Employer Identification Number: 85-4371071
*(Vendor must include a completed **IRS W-9** form with their Proposal)*

Name by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)* _____

Form **W-9**
(Rev. 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.)

Octagon Staffing, LLC

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) . . . . **P**

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) _____

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 . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

2327 Commerce St., Suite 100B

6 City, state, and ZIP code

Houston, Texas 77002

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

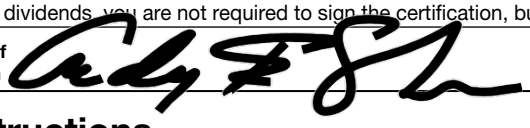
8	5	–	4	3	7	1	0	7	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person**  **Date** January 1, 2025

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

VENDOR CONTACT INFORMATION

Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: $_____. (The period of the 12-month period is _____/_____). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration			
2. T-PASS (State of Texas)			
3. OMNIA Partners			
4. Sourcewell (NJPA)			
5. E&I Cooperative			
6. Houston-Galveston Area Council (HGAC)			
7. Choice Partners			
8. The Interlocal Purchasing System (TIPS)			
9. Other			

☑ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): _____ **Proposed Discount (%):** _____

Explanation: _____

GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

	Entity Name	Contact	Phone #	Email Address	Discount	Quantity / Volume
1.	City of Brownsville	Laura Hernandez, 956-548-6038		laura.hernandez@brownsvilletx.gov	N/A	
2.	ViaPlus	Tawnya Freud, 602-510-1028		tawnya.freud@tollplus.com	N/A	
3.	Linebarger	Gloria Alfaro, 713-844-3400,		Gloria.Alfaro@lgbs.com	N/A	
4.	Cathexis	Joseph Rinaldo, 713-400-3334,		jrinando@cathexis.com	N/A	
5.	Third Coast Terminals	Paul Glenn, VP of Human Resources		pglenn@thirdcoast.com	N/A	

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower pricing) than indicated? **YES** ☐ **NO** ☑ If YES, please explain:

_____

_____

_____

COMPANY PROFILE

Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. **Submit your company profile in a separate file, in Word format, with your Proposal**. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

Octagon Staffing is a nationwide full-service staffing firm that provides contract, temp-to-hire, direct hire, contingent workforce, peak period, and project staffing or recruitment process outsourcing services across several occupational categories to produce performance-driven employees.

We are passionate about our clients. By leveraging our collective genius, we listen to our clients' needs, learn how we can add value and launch a solution tailored for success in the following areas:

- Talent Search & Management
- Recruitment Process Outsourcing
- Talent Recruitment & Selection
- Performance & Partnerships

Differentiators

We utilize "high touch" and "high-tech" recruitment strategies to foster key relationships in the recruitment lifecycle. Our customizable implementation designs allow primary thinking for recruitment goals.

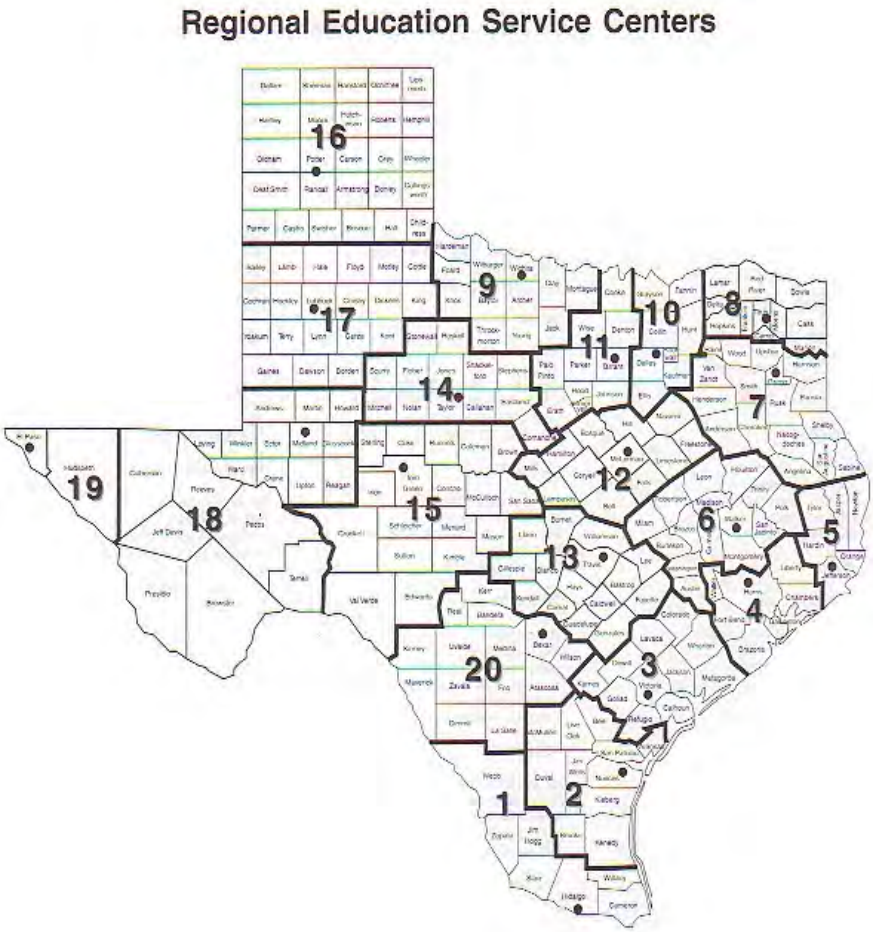
Clients see Octagon as more of a business partner than a vendor, partly because we use the most advanced technology possible for the delivery of service. Qualified, involved and with a robust outlook, our consultants bring a premium experience to each engagement. Our internal standard to provide outstanding services that exceeds client's expectations is reflected through our unique approach and personal touch. Octagon truly understands the importance of supplying our clients with a diverse and qualified group of professionals.

Our goal is assisting our clients in creating a blueprint for success within their workforce.

TEXAS REGIONAL SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you ***must*** indicate the specific regions you will service. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting** bids@buyboard.com *at least five (5) business days prior to the Proposal Due Date*.) ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), *you must so indicate on the form in the electronic proposal submission system.*



Region and Headquarters

1	Edinburg
2	Corpus Christi
3	Victoria
4	Houston
5	Beaumont
6	Huntsville
7	Kilgore
8	Mount Pleasant
9	Wichita Falls
10	Richardson
11	Fort Worth
12	Waco
13	Austin
14	Abilene
15	San Angelo
16	Amarillo
17	Lubbock
18	Midland
19	El Paso
20	San Antonio

P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, *you must complete the State Service Designation information in the electronic proposal submission system. (Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this page.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com** ***at least five (5) business days prior to the Proposal Due Date.) By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.***

- I will service all states in the United States.
- I will not service all states in the United States.

Alabama
Alaska
Arizona
Arkansas
California (Public Contract Code 20118 & 20652)
Colorado
Connecticut
Delaware
District of Columbia
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming

NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

7. This Agreement shall be governed and construed in accordance with the laws of the State of Texas and venue for any dispute shall lie in the federal district court of Travis County, Texas.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Octagon Staffing, LLC	774-25
Name of Vendor	Proposal Invitation Number
	Elizabeth Gutierrez
Signature of Authorized Company Official	Printed Name of Authorized Company Official

January 29, 2025
Date

LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a Contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. ***If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.***

Location/Authorized Seller Name	**Contact Person**	**Contact Information** (Mailing Address, Phone, Fax, Email)
N/A		

P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

6 years, 7 months

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

Octagon dedicates each client with an account manager who is available around the clock for services with a designate group of recruiters. Octagon's team combined has over 30 years of experience in this scope of work.

3. **Marketing Strategy:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.)* Attach additional pages if necessary.

Please see attached.

4. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

5. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

No

6. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

None

7. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

N/A

58. Pricing is to be provided for key personnel or any other parameters.

Response: Proposal Invitation is a request for a discount off of catalog or price list for vendors that specialize in providing temporary personnel staffing services and workforce management programs.

59. Please elaborate with an example on how to provide the information mentioned in Page 38 under PROPOSAL SPECIFICATION SUMMARY.

Response: See response to question #57 above.

Please sign and return one copy of this Addendum with your proposal as verification of your receipt and compliance with the information contained in this Addendum.

Company Name: Octagon Staffing, LLC

Address: 2327 Commerce St., Suite 100B, Houston, TX 77002

Signature of Authorized Company Official: _____ Title: Chief Operating Officer

Telephone Number: 281-885-7782 Date: January 29, 2025

Octagon Staffing, LLC Information

Contact: Elizabeth Gutierrez
Address: 2327 Commerce Street
Suite 100B
Houston, TX 77002
Phone: (281) 885-7782
Email: elizabeth@octagonhr.com
Web Address: www.octagonhr.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Elizabeth Gutierrez
Signature

rfp@octagonhr.com
Email

Submitted at 1/30/2025 03:22:53 PM (CT)

Requested Attachments

BuyBoard Proposal Invitation No. 774-25, Temporary Personnel Staffing and Workforce Management Services

OSLLC Response to BuyBoard.pdf

REQUIRED-In PDF format, upload all COMPLETED and FILLED in proposal invitation documents available for download at www.buyboard.com.vendor including any additional pages, as necessary. NOTICE: DO NOT complete proposal forms in internet browser. No data will be stored. Download file to computer and complete proposal forms prior to submitting. (DO NOT password protect uploaded files.)

Catalog(s) and/or Price list(s)

Octagon Staffing, LLC Pricing Catalog.pdf

REQUIRED-In Excel or PDF format, upload catalog(s) and/or price list(s) in accordance with proposal invitation instructions. Vendors shall submit catalog(s)/price list(s) with their Proposal response or Proposal will not be considered. No paper catalogs or manufacturer/vendor websites will be accepted. File size must not exceed 250MB. (DO NOT password protect uploaded files.)

Exceptions and/or Detailed Information Related to Discount % and/or Hourly Labor Rate Proposed

No response

In PDF format and if necessary, vendor shall attach detailed information regarding exceptions to pricing and/or discount percentage and define the services that are proposed to be provided. NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL MAY NOT BE CONSIDERED. (DO NOT password protect uploaded files.)

Company Profile

Company Profile.docx

REQUIRED-Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. Submit your company profile in a separate file, in Word format, with your Proposal. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.) (DO NOT password protect uploaded files.)

Addendum No. 1

Addendum No. 1 for 774-25 1.pdf

Addendum No. 1 REQUIRED - In PDF format, upload addendum document available for download at vendor.buyboard.com including any additional pages, as necessary. (Please DO NOT password protect uploaded files.)

IRS Form W-9 Request for Taxpayer Identification Number and Certification

OSLLC W-9 (2025).pdf

REQUIRED-In PDF format, upload W-9 form. (DO NOT password protect uploaded files.)

Bid Attributes

1	**Federal Identification Number** Federal Identification Number 85-4371071
2	**No Boycott Verification/No Excluded Nation or Foreign Terrorist Organization Certification/Historically Underutilized Business Certification** No Boycott Verification/No Excluded Nation or Foreign Terrorist Organization Certification/Historically Underutilized Business Certification

3 **No Boycott Certification**

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2276), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274). Accordingly, this certification form is included to the extent required by law.
"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Yes

4 **No Excluded Nation or Foreign Terrorist Organization Certification**

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

Yes

5 **Historically Underutilized Business Certification**

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form.

I certify that my company has been certified as a MWBE/HUB in the following categories: *(Please check all that apply)*

6 **Minority Owned Business**

Minority Owned Business

☑ Minority Owned Business

7 **Women Owned Business**

Women Owned Business

☐ *Women Owned Business*

8 **Service-Disabled Veteran Owned Business**

Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)

☐ *Service-Disabled Veteran Owned Business*

9 **Certification Number**

Certification Number

HS17797

10 **Name of Certifying Agency**

Certifying Agency

National Minority Supplier Development Council

11 **Non-MWBE/HUB**

My company has NOT been certified as a MWBE/HUB

☐ *Non-HUB*

12 **Vendor General Contact Information**

Proposal/Contract General Contact Information

13 **Vendor Proposal/Contract Contact - First Name**

Vendor Proposal/Contract Contact - First Name

Elizabeth

14 **Vendor Proposal/Contract Contact - Last Name**

Vendor Proposal/Contract Contact - Last Name

Gutierrez

15 **Vendor Proposal/Contract Contact E-mail Address**

Vendor Proposal/Contract Contact E-mail Address

elizabeth@octagonhr.com

16 **Vendor Proposal/Contract Mailing Address**

Vendor Proposal/Contract Mailing Address

2327 Commerce St., Suite 100B

17 **Vendor Proposal/Contact Mailing Address - City**

Vendor Proposal/Contact Mailing Address - City

Houston

18 **Vendor Proposal/Contact Mailing Address - State**

Vendor Proposal/Contact Mailing Address - State (Abbreviate State Name)

TX

19 **Vendor Proposal/Contact Mailing Address - Zip Code**

Vendor Proposal/Contact Mailing Address - Zip Code

77002

20 **Vendor Proposal/Contact Phone Number**

Vendor Proposal/Contact Phone Number (xxx-xxx-xxxx)

281-962-1025

21 **Vendor Proposal/Contact Extension Number**

Vendor Proposal/Contact Extension Number

No response

22 **Company Website**

Company Website (www.XXXXX.com)

www.octagonhr.com

23 **Purchase Orders Contact Information**

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- I will use the internet to receive Purchase Orders at the following address

Yes

24 **Purchase Order E-mail Address**

Purchase Order E-mail Address

elizabeth@octagonhr.com

25 **Purchase Order Contact - First Name**

Purchase Order Contact - First Name

Elizabeth

26 **Purchase Order Contact - Last Name**

Purchase Order Contact - Last Name

Gutierrez

27 **Purchase Order Contact Phone Number**

Purchase Order Contact Phone Number (xxx-xxx-xxxx)

281-962-1025

28 **Purchase Order Contact Extension Number**

Purchase Order Contact Extension Number

No response

29 **Alternate Purchase Order E-mail Address**

Alternate Purchase Order E-mail Address

andy@octagonhr.com

30 **Alternate Purchase Order Contact - First Name**

Alternate Purchase Order Contact - First Name

Andy

31 **Alternate Purchase Order Contact - Last Name**

Alternate Purchase Order Contact - Last Name

Soles

32 **Alternate Purchase Order Contact Phone Number**

Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx)

281-547-7657

33 **Alternate Purchase Order Contact Extension Number**

Alternate Purchase Order Contact Extension Number

Maximum 30 characters allowed

34 **Purchase Orders Contact Information**

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- Purchase Orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

Yes

35 **Request for Quotes (RFQ)**

Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

36 **Request for Quote (RFQ) E-mail Address**

Request for Quote (RFQ) E-mail Address

elizabeth@octagonhr.com

37 **Request for Quote (RFQ) Contact - First Name**

Request for Quote (RFQ) Contact - First Name

Elizabeth

38 **Request for Quote (RFQ) Contact - Last Name**

Request for Quote (RFQ) Contact - Last Name

Gutierrez

39 **Request for Quote (RFQ) Contact Phone Number**

Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

281-962-1025

40 **Request for Quote (RFQ) Contact Extension Number**

Request for Quote (RFQ) Contact Extension Number

Maximum 30 characters allowed

41 **Alternate Request for Quote (RFQ) E-mail Address**

Alternate Request for Quote (RFQ) E-mail Address

andy@octagonhr.com

42 **Alternate Request for Quote (RFQ) Contact - First Name**

Alternate Request for Quote (RFQ) Contact - First Name

Andy

43 **Alternate Request for Quote (RFQ) Contact - Last Name**

Alternate Request for Quote (RFQ) Contact - Last Name

Soles

44 **Alternate Request for Quote (RFQ) Contact Phone Number**

Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

281-547-7657

45 **Alternate Request for Quote (RFQ) Contact Extension Number**

Alternate Request for Quote (RFQ) Contact Extension Number

Maximum 30 characters allowed

46 **Invoices**

Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved**.

47 **Invoices**

Please choose only one (1) of the following options for receipt of invoices and provide the requested information:

(a) Service fee invoices and related communications should be provided directly to my company at:

or

(b) In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent:

If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.

Service fee invoices and notices direct to company

48 **Invoice Company Name**

Invoice Company Name

Octagon Staffing, LLC

49 **Invoice Company Department Name**

Invoice Company Department Name

Operations

50 **Invoice Contact - First Name**

Invoice Contact - First Name

Elizabeth

51 **Invoice Contact - Last Name**

Invoice Contact - Last Name

Gutierrez

52 **Invoice Mailing Address**

Invoice Mailing Address (P.O. Box or Street Address)

2327 Commerce St., Suite 100B

53 **Invoice Mailing Address - City**

Invoice Mailing Address - City

Houston

54 **Invoice Mailing Address - State**

Invoice Mailing Address - State (Abbreviate State Name)

TX

55 **Invoice Mailing Address - Zip Code**

Invoice Mailing Address (Zip Code)

77002

56 **Invoice Contact Phone Number**

Invoice Contact Phone Number (xxx-xxx-xxxx)

281-962-8020

57 **Invoice Contact Extension Number**

Invoice Contact Extension Number

Maximum 30 characters allowed

58 **Invoice Contact Fax Number**

Invoice Contact Fax Number (xxx-xxx-xxxx)

832-827-3900

59 **Invoice Contact E-mail Address**

Invoice Contact E-mail

elizabeth@octagonhr.com

60 **Invoice Contact Alternate E-mail Address**

Invoice Contact Alternate E-mail Address

andy@octagonhr.com

61 **Billing Agent Company Name**

Billing Agent Company Name

Octagon Staffing, LLC

62 **Billing Agent Department Name**

Billing Agent Department Name

Operations

63 **Billing Agent Contact - First Name**

Billing Agent Contact - First Name

Elizabeth

64 **Billing Agent Contact - Last Name**

Billing Agent Contact - Last Name

Gutierrez

65 **Billing Agent Mailing Address**

Billing Agent Mailing Address (P.O. Box or Street Address)

2327 Commerce St., Suite 100B

66 **Billing Agent Mailing Address - City**

Billing Agent Mailing Address - City

Houston

67 **Billing Agent Mailing Address - State**

Billing Agent Mailing Address - State (Abbreviate State Name)

TX

68 **Billing Agent Mailing Address - Zip Code**

Billing Agent Mailing Address - Zip Code

77002

69 **Billing Agent Contact Phone Number**

Billing Agent Contact Phone Number (xxx-xxx-xxxx)

281-962-1025

70 **Billing Agent Contact Extension Number**

Billing Agent Contact Extension Number

No response

71 **Billing Agent Fax Number**

Billing Agent Fax Number

832-827-3900

72 **Billing Agent Contact E-mail Address**

Billing Agent Contact E-mail Address

elizabeth@octagonhr.com

73 **Billing Agent Alternative E-mail Address**

Billing Agent Alternative E-mail Address

andy@octagonhr.com

74 **Shipping Via**

Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other

Common Carrier

75 **Payment Terms**

Note: Vendor payment terms must comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act (Texas Government Code Ch. 2251).

Our standard payment term is upon receipt, but are able to do Net 15 or Net 30.

76 **Vendor's Internal/Assigned Reference/Quote Number**

Vendor's Internal/Assigned Reference/Quote Number

No response

77 **State or Attach Return Policy**

Note: Only return requirements and processes will be deemed part of Vendor's return policy. Any unrelated contract terms, terms of sale, or other information not specifically related to return requirements and processes included in Vendor's return policy shall not apply to any awarded Contract unless specifically included as a deviation in the Deviation and Compliance Form and accepted by the Cooperative.

No response

78 **Electronic Payments**

Are electronic payments acceptable to your company?

Yes

79 **Credit Card Payments**

Are credit card payments acceptable to your company?

Yes

80 **Texas Regional Service Designation**

Texas Regional Service Designation - Refer to Form in Proposal Invitation

The Cooperative (referred to as “Texas Cooperative” in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

81 **Company Name**

Company Name

Octagon Staffing, LLC

82 **Texas Regional Service Designation**

Select only one of the following options**.** If you select **"I will NOT serve all Regions of Texas",** you must then check the individual Regions you wish to serve.

I will serve all Regions of Texas

83 **Region 1**

Region 1 - Edinburg

☑ Region 1

84 **Region 2**

Region 2 - Corpus Christi

☑ Region 2

85 **Region 3**

Region 3 - Victoria

☑ Region 3

86 **Region 4**

Region 4 - Houston

☑ Region 4

87 **Region 5**

Region 5 - Beaumont

☑ Region 5

88 **Region 6**

Region 6 - Huntsville

☑ Region 6

89	**Region 7** Region 7 - Kilgore ☑ Region 7
90	**Region 8** Region 8 - Mount Pleasant ☑ Region 8
91	**Region 9** Region 9 - Wichita Falls ☑ Region 9
92	**Region 10** Region 10 - Richardson ☑ Region 10
93	**Region 11** Region 11 - Fort Worth ☑ Region 11
94	**Region 12** Region 12 - Waco ☑ Region 12
95	**Region 13** Region 13 - Austin ☑ Region 13
96	**Region 14** Region 14 - Abilene ☑ Region 14
97	**Region 15** Region 15 - San Angelo ☑ Region 15
98	**Region 16** Region 16 - Amarillo ☑ Region 16
99	**Region 17** Region 17 - Lubbock ☑ Region 17
100	**Region 18** Region 18 - Midland ☑ Region 18

101

Region 19

Region 19 - El Paso

☑ Region 19

102

Region 20

Region 20 - San Antonio

☑ Region 20

103

State Service Designation

State Service Designation - Refer to Form in Proposal Invitation.

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete this form accordingly. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this form.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. *By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*

104

Company Name

Company Name

Octagon Staffing, LLC

105

State Service Designation

Select only one of the following options. If you select "I will NOT serve all States", you must then check the individual States you wish to serve.

I will not serve all states in the United States

106

Alabama

Alabama

☑ Alabama

107

Alaska

Alaska

☑ Alaska

108

Arizona

Arizona

☑ Arizona

109

Arkansas

Arkansas

☑ Arkansas

110	**California** California (Public Contract Code 20118 & 20652) ☐ *California*
111	**Colorado** Colorado ☑ Colorado
112	**Connecticut** Connecticut ☑ Connecticut
113	**Delaware** Delaware ☑ Delaware
114	**District of Columbia** District of Columbia ☑ District of Columbia
115	**Florida** Florida ☑ Florida
116	**Georgia** Georgia ☑ Georgia
117	**Hawaii** Hawaii ☑ Hawaii
118	**Idaho** Idaho ☑ Idaho
119	**Illinois** Illinois ☑ Illinois
120	**Indiana** Indiana ☑ Indiana
121	**Iowa** Iowa ☑ Iowa

122	**Kansas** Kansas ☑ Kansas
123	**Kentucky** Kentucky ☑ Kentucky
124	**Louisiana** Louisiana ☑ Louisiana
125	**Maine** Maine ☑ Maine
126	**Maryland** Maryland ☑ Maryland
127	**Massachusetts** Massachusetts ☑ Massachusetts
128	**Michigan** Michigan ☑ Michigan
129	**Minnesota** Minnesota ☑ Minnesota
130	**Mississippi** Mississippi ☑ Mississippi
131	**Missouri** Missouri ☑ Missouri
132	**Montana** Montana ☑ Montana
133	**Nebraska** Nebraska ☑ Nebraska

134	**Nevada** Nevada ☑ Nevada
135	**New Hampshire** New Hampshire ☑ New Hampshire
136	**New Jersey** New Jersey ☑ New Jersey
137	**New Mexico** New Mexico ☑ New Mexico
138	**New York** New York ☐ *New York*
139	**North Carolina** North Carolina ☑ North Carolina
140	**North Dakota** North Dakota ☐ *North Dakota*
141	**Ohio** Ohio ☐ *Ohio*
142	**Oklahoma** Oklahoma ☑ Oklahoma
143	**Oregon** Oregon ☐ *Oregon*
144	**Pennsylvania** Pennsylvania ☑ Pennsylvania
145	**Rhode Island** Rhode Island ☑ Rhode Island

146	**South Carolina** South Carolina ☑ South Carolina
147	**South Dakota** South Dakota ☐ *South Dakota*
148	**Tennessee** Tennessee ☑ Tennessee
149	**Texas** Texas ☑ Texas
150	**Utah** Utah ☑ Utah
151	**Vermont** Vermont ☑ Vermont
152	**Virginia** Virginia ☑ Virginia
153	**Washington** Washington ☐ *Washington*
154	**West Virginia** West Virginia ☑ West Virginia
155	**Wisconsin** Wisconsin ☐ *Wisconsin*
156	**Wyoming** Wyoming ☐ *Wyoming*

Bid Lines

1	**Section I: Temporary Personnel Staffing and Workforce Management Services** Discount (%) off catalog/price list for **Temporary Personnel Staffing – Administrative/Clerical Services** (services shall be inclusive of all wages, benefits, and/or insurance, if necessary, for contracted personnel to carry out the function on site and in a manner conforming to the highest standards of temporary personnel staffing service industry, applicable law, regulatory rules, and guidelines). Catalog/Price list MUST be included or proposal will not be considered. Total: 2% Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.** ***PROPOSAL NOTE 2:*** The intent of the proposal invitation is to procure vendors that specialize in supplying personnel staffing services and workforce management programs. Services offered by individual persons are outside the scope of this Proposal Invitation. Proposals shall include detailed information of the staffing services to be provided by vendor and services shall be inclusive of wages, benefits, insurance, and/or equipment/supplies, if necessary, for contracted personnel to carry out the function on site and in a manner conforming to the highest standards of temporary personnel staffing service industry, applicable law, regulatory rules, and guidelines. Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered: • Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed • Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed **Item Attributes** **1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage** NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed". Octagon Staffing, LLC PC

2 **Section I: Temporary Personnel Staffing and Workforce Management Services**

Discount (%) off catalog/price list for **Temporary Personnel Staffing – Accounting/Finance Services** (services shall be inclusive of all wages, benefits, and/or insurance, if necessary, for contracted personnel to carry out the function on site and in a manner conforming to the highest standards of temporary personnel staffing service industry, applicable law, regulatory rules, and guidelines). Catalog/Price list MUST be included or proposal will not be considered.

Total: 2%

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: The intent of the proposal invitation is to procure vendors that specialize in supplying personnel staffing services and workforce management programs. Services offered by individual persons are outside the scope of this Proposal Invitation. Proposals shall include detailed information of the staffing services to be provided by vendor and services shall be inclusive of wages, benefits, insurance, and/or equipment/supplies, if necessary, for contracted personnel to carry out the function on site and in a manner conforming to the highest standards of temporary personnel staffing service industry, applicable law, regulatory rules, and guidelines.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Octagon Staffing, LLC PC

3

Section I: Temporary Personnel Staffing and Workforce Management Services

Discount (%) off catalog/price list for **Temporary Personnel Staffing – Call/Contact Center Services** (services shall be inclusive of all wages, benefits, and/or insurance, if necessary, for contracted personnel to carry out the function on site and in a manner conforming to the highest standards of temporary personnel staffing service industry, applicable law, regulatory rules, and guidelines). Catalog/Price list MUST be included or proposal will not be considered.

Total: 2%

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: The intent of the proposal invitation is to procure vendors that specialize in supplying personnel staffing services and workforce management programs. Services offered by individual persons are outside the scope of this Proposal Invitation. Proposals shall include detailed information of the staffing services to be provided by vendor and services shall be inclusive of wages, benefits, insurance, and/or equipment/supplies, if necessary, for contracted personnel to carry out the function on site and in a manner conforming to the highest standards of temporary personnel staffing service industry, applicable law, regulatory rules, and guidelines.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Octagon Staffing, LLC PC

4 **Section I: Temporary Personnel Staffing and Workforce Management Services**

Discount (%) off catalog/price list for **Temporary Personnel Staffing – Education/Instructional Services** – Daycare/Head Start staff, Substitute Teachers, ESL Aides, Reading Intervention specialists, and related services (services shall be inclusive of all wages, benefits, and/or insurance, if necessary, for contracted personnel to carry out the function on site and in a manner conforming to the highest standards of temporary personnel staffing service industry, applicable law, regulatory rules, and guidelines). Catalog/Price list MUST be included or proposal will not be considered.

Total: 2%

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: The intent of the proposal invitation is to procure vendors that specialize in supplying personnel staffing services and workforce management programs. Services offered by individual persons are outside the scope of this Proposal Invitation. Proposals shall include detailed information of the staffing services to be provided by vendor and services shall be inclusive of wages, benefits, insurance, and/or equipment/supplies, if necessary, for contracted personnel to carry out the function on site and in a manner conforming to the highest standards of temporary personnel staffing service industry, applicable law, regulatory rules, and guidelines.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Octagon Staffing, LLC PC

5

Section I: Temporary Personnel Staffing and Workforce Management Services

Discount (%) off catalog/price list for **Temporary Personnel Staffing – Health Therapy Services** - Nurses, Occupational Therapists, Physical Therapists, Speech Therapists and related services (services shall be inclusive of all wages, benefits, insurance, and/or equipment/supplies, if necessary, for contracted personnel to carry out the function on site and in a manner conforming to the highest standards of temporary personnel staffing service industry, applicable law, regulatory rules, and guidelines). Catalog/Price list MUST be included or proposal will not be considered.

Total: 2%

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: The intent of the proposal invitation is to procure vendors that specialize in supplying personnel staffing services and workforce management programs. Services offered by individual persons are outside the scope of this Proposal Invitation. Proposals shall include detailed information of the staffing services to be provided by vendor and services shall be inclusive of wages, benefits, insurance, and/or equipment/supplies, if necessary, for contracted personnel to carry out the function on site and in a manner conforming to the highest standards of temporary personnel staffing service industry, applicable law, regulatory rules, and guidelines.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Octagon Staffing, LLC PC

6 **Section I: Temporary Personnel Staffing and Workforce Management Services**

Discount (%) off catalog/price list for **Temporary Personnel Staffing – Information Technology Services** (services shall be inclusive of all wages, benefits, insurance, and/or equipment/supplies, if necessary, for contracted personnel to carry out the function on site and in a manner conforming to the highest standards of temporary personnel staffing service industry, applicable law, regulatory rules, and guidelines). Catalog/Price list MUST be included or proposal will not be considered.

Total: 2%

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: The intent of the proposal invitation is to procure vendors that specialize in supplying personnel staffing services and workforce management programs. Services offered by individual persons are outside the scope of this Proposal Invitation. Proposals shall include detailed information of the staffing services to be provided by vendor and services shall be inclusive of wages, benefits, insurance, and/or equipment/supplies, if necessary, for contracted personnel to carry out the function on site and in a manner conforming to the highest standards of temporary personnel staffing service industry, applicable law, regulatory rules, and guidelines.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Octagon Staffing, LLC PC

7 **Section I: Temporary Personnel Staffing and Workforce Management Services**

Discount (%) off catalog/price list for **Temporary Personnel Staffing – Logistics and Support Services** (services shall be inclusive of all wages, benefits, insurance, and/or equipment/supplies, if necessary, for contracted personnel to carry out the function on site and in a manner conforming to the highest standards of temporary personnel staffing service industry, applicable law, regulatory rules, and guidelines). Catalog/Price list MUST be included or proposal will not be considered.

Total: 2%

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: The intent of the proposal invitation is to procure vendors that specialize in supplying personnel staffing services and workforce management programs. Services offered by individual persons are outside the scope of this Proposal Invitation. Proposals shall include detailed information of the staffing services to be provided by vendor and services shall be inclusive of wages, benefits, insurance, and/or equipment/supplies, if necessary, for contracted personnel to carry out the function on site and in a manner conforming to the highest standards of temporary personnel staffing service industry, applicable law, regulatory rules, and guidelines.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Octagon Staffing, LLC PC

8	**Section I: Temporary Personnel Staffing and Workforce Management Services** Discount (%) off catalog/price list for **Temporary Personnel Staffing – Traffic Control Services** (services shall be inclusive of all wages, benefits, insurance, and/or equipment/supplies, if necessary, for contracted personnel to carry out the function on site and in a manner conforming to the highest standards of temporary personnel staffing service industry, applicable law, regulatory rules, and guidelines). Catalog/Price list MUST be included or proposal will not be considered. Total: 2% Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.** ***PROPOSAL NOTE 2:*** The intent of the proposal invitation is to procure vendors that specialize in supplying personnel staffing services and workforce management programs. Services offered by individual persons are outside the scope of this Proposal Invitation. Proposals shall include detailed information of the staffing services to be provided by vendor and services shall be inclusive of wages, benefits, insurance, and/or equipment/supplies, if necessary, for contracted personnel to carry out the function on site and in a manner conforming to the highest standards of temporary personnel staffing service industry, applicable law, regulatory rules, and guidelines. Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered: • Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed • Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed **Item Attributes** **1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage** NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed". Octagon Staffing, LLC PC

9	**Section I: Temporary Personnel Staffing and Workforce Management Services** Discount (%) off catalog/price list for **All Other Temporary Personnel Staffing and Workforce Management Services** (services shall be inclusive of all wages, benefits, and/or insurance, if necessary, for contracted personnel to carry out the function on site and in a manner conforming to the highest standards of temporary personnel staffing service industry, applicable law, regulatory rules, and guidelines). Catalog/Price list MUST be included or proposal will not be considered. Total: 2% Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.** ***PROPOSAL NOTE 2:*** The intent of the proposal invitation is to procure vendors that specialize in supplying personnel staffing services and workforce management programs. Services offered by individual persons are outside the scope of this Proposal Invitation. Proposals shall include detailed information of the staffing services to be provided by vendor and services shall be inclusive of wages, benefits, insurance, and/or equipment/supplies, if necessary, for contracted personnel to carry out the function on site and in a manner conforming to the highest standards of temporary personnel staffing service industry, applicable law, regulatory rules, and guidelines. Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered: • Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed • Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed **Item Attributes** **1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage** NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed". Octagon Staffing, LLC PC

Response Total: $0.00

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:
2026-1505393

Date Filed:
08/20/2026

Date Acknowledged:
08/20/2026

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

Octagon Staffing, LLC
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of 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.

355-26-ODHR-CP
Temporary staffing 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:	Odee Leal, Office of Emergency Management & Homeland Security Director
Date:	Tuesday, September 1, 2026
Agenda #:	Consideration and **ACTION** to approve the Memorandum of Understanding (MOU) between the Lower Rio Grande Valley Development Council (LRGVDC) and the City of Brownsville establishing a formal framework for regional cooperation during declared emergencies and disasters. (Office of Emergency Management & Homeland Security)

Summary:

The Lower Rio Grande Valley Development Council (LRGVDC) Master Mutual Aid Agreement allows participating member jurisdictions to provide emergency assistance to one another during declared emergencies or disasters. The agreement establishes procedures for requesting and providing mutual aid, implementing unified incident command, reimbursing eligible response costs, and addressing liability protections and governmental immunity. It also outlines LRGVDC's responsibilities for maintaining regional resource inventories and coordinating participation among member jurisdictions. Participation is voluntary, and each member retains the authority to determine whether and to what extent it will respond to a request for assistance.

Project Scope and Analysis:

The proposed project authorizes the City of Brownsville to participate in the Lower Rio Grande Valley Development Council (LRGVDC) Master Mutual Aid Agreement, establishing a formal framework for regional emergency cooperation among participating jurisdictions. Through this agreement, the City may request or provide emergency assistance—including law enforcement, fire, emergency medical services, public works, and other essential resources—during declared emergencies or disasters. Participation provides a coordinated approach to emergency response through the use of unified incident command principles, regional resource inventories maintained by LRGVDC, established reimbursement procedures for eligible response costs, and continued interoperability with existing local and state mutual aid agreements.

Approval of the agreement strengthens the City's ability to respond effectively to large-scale emergencies by expanding access to regional resources, enhancing coordination among neighboring jurisdictions, and improving operational efficiency during disaster response. The

agreement also establishes clear procedures for requesting, deploying, and managing mutual aid resources while providing liability protections and ensuring responding personnel remain covered under their employing agency's benefits. Participation further enhances regional preparedness, resilience, and compliance with established emergency management practices throughout the State of Texas.

Funding:

Source:

Amount:

Local Contribution if Applicable:

Recommendation:

It is recommended that the City Commission approve the City of Brownsville's participation in the Lower Rio Grande Valley Development Council (LRGVDC) Master Mutual Aid Agreement. Approval will strengthen the City's emergency response capabilities, enhance regional coordination, expand access to mutual aid resources during disasters, and establish a clear framework for resource sharing, reimbursement, and liability protections. Participation will improve the City's overall preparedness and resilience while reinforcing collaborative emergency management efforts throughout the Lower Rio Grande Valley.

Commission Pillar:

Public Safety

Attachments:

1. Brownsville Mutual Aid Agreement 2026

MASTER MUTUAL AID AGREEMENT
LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL

This Master Agreement For Mutual Aid (this "Agreement") is by and between participating members of the Lower Rio Grande Valley Development Council (the "LRGVDC"). WHEREAS, the attacks of September 11, 2001, have heightened our awareness that emergency planning is essential for the public health, safety, and welfare, and have fortified our resolve to effectively respond to disasters. NOW, THEREFORE, in consideration of the mutual covenants herein, the participating local governments (the "Parties"), authorized by appropriate actions of their governing bodies, hereby agree as follows:

1. **Legal Authority.** This Agreement is made pursuant to the authority of Chapters 418,433 and 791 of the Texas Government Code, Chapter 362 of the Texas Local Government Code, and all other constitutional and statutory provisions which may provide authority for any of the Parties.

2. **Scope of Agreement.**

(a) Each Party will endeavor to provide Disaster Assistance upon request from another Party. (The requesting Party is hereafter referred to as the "Requesting Party"; the requested Party as the "Responding Party.")

"Disaster Assistance" means provision. of emergency management, police, fire, emergency medical, utility, street, debris removal, and other services, without limitation, during a Disaster.

"Disaster", consistent with the definition in Section 418.004 of the Texas Government Code, means the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or manmade cause, including fire, flood, earthquake, wind, storm, wave action, oil spill or other water contamination, volcanic activity, epidemic, air contamination, blight, drought, infestation, explosion, riot, hostile military or paramilitary action, other public calamity requiring emergency action, or energy emergency (as that term is defined in Chapter 418 of the Texas Government. Code), within the jurisdiction of any of the Parties.

The Parties agree that an act of terrorism is contemplated within the definition of "disaster" as that word is defined in Section 418.004 of the Texas Government Code. "Disaster" may include ordinary emergencies, such as, hazardous material spills, which have historically been handled in the normal course of government operations by the Parties.

(b) In accordance with Section 362.002, Texas Local Government Code, law enforcement assistance may be provided only when the mayor or other officer authorized to declare a state of civil emergency in the requesting county, municipality, or joint airport considers additional law enforcement officers necessary to protect health, life, and property in the county, municipality, or joint airport because of disaster, riot, threat of concealed explosives, or unlawful assembly characterized by force and violence or the threat of force and violence by three or more persons acting together or without lawful authority.

3. **Request for Assistance.** The request for assistance will:

(a) be made only after a Declaration of a state of Local Civil Emergency or Declaration of Disaster by a Requesting Party pursuant to Section 418.108, Texas Government Code, or after a proclamation of a State of Emergency under Section 433.001, Texas Government Code,

(b) be made by the highest ranking authority of Requesting Party available at the time of need,

(c) be made to the highest ranking authority of the Responding Party available at the time of need, and

(d) specify to the greatest extent possible the nature of the problem requiring assistance and the resources requested.

Notwithstanding anything in this Agreement, the decision whether to respond in any particular situation or the level of response to be provided is at the sole discretion of the representative of the Responding Party making the decision. The Responding Party's representative will make a discretionary decision at the time of the request, considering the nature and magnitude of the request, whether and the extent to which the Responding Party's resources are available and should be provided.

4. **Incident Command.**

(a) The Requesting Party will designate an Incident Commander. Resources provided by the Responding Party will be subject to the direction of the Incident Commander, unless the Incident Commander, based on all the facts and circumstances at the scene of operation, requests that the Responding Party take charge of the operation based on superior resources, expertise, or other reason. In order to realize maximum effectiveness, it is the intention of the Parties that the response be under unified command with the highest degree of coordination possible under the circumstances.

(b) Any Request for Assistance hereunder shall include a statement of the amount and type of equipment and number of personnel requested, shall specify the location to which the equipment and personnel are to be dispatched, and shall state the time period for which such equipment and personnel are requested. The Responding Party shall, in its sole discretion, determine what equipment and personnel are available to furnish the requested assistance.

(c) The Responding Party shall report to the Incident Commander at the location to which the equipment and personnel are dispatched.

(d) A Responding Party shall be released by the Requesting Party when the services of the Responding Entity are no longer required or when the officer in charge of the Responding party's forces determines, in the officer's sole discretion, that further assistance should not be provided.

5. **Training Exercises.** The Parties will endeavor to participate in joint training exercises and drills for emergency response situations which may result in a request under this Agreement.

6. **Other Mutual Aid Agreements, Supplementary Agreements and Protocols.** The Parties are encouraged, all or some, to enter into additional agreements and protocols governing response to particular situations and circumstances. Operating departments of the Parties (for example, fire and police) are authorized and encouraged to enter into specific emergency protocols with their counterparts to enhance coordination in Disaster response situations. Notwithstanding Section 23 below, it is understood and agreed that certain signatory Parties may have heretofore contracted or may hereafter contract with each other for mutual aid in disaster situations, and it is agreed that this Agreement shall be subordinate to any such individual contract. To assist each other in the process of mutual aid response planning, each Party agrees to inform the other Parties of all mutual aid agreements that each Party has with other municipalities, entities, counties, and state or federal agencies.

   Specifically, the existence of this Agreement shall not prevent a municipality, coilllty, rural fire prevention district, emergency services district, fire protection agency, organized volunteer group, or other emergency services entity from providing mutual aid assistance on request from another municipality, county, rural fire prevention district, emergency services district, fire protection agency, organized volunteer group, or other emergency services entity, in accordance with the provisions in Section_418.109 (d) of the Texas Government Code. Additionally, the existence of this Agreement shall not prevent any Local Government which is a Party hereto from providing emergency assistance to another Local Government which is not a party hereto, in accordance with the provisions in Section 791.027 of the Texas Government Code.

7. **Responsibility for Response Costs.** A Responding Party is authorized to request reimbursement from the Requesting Party for reasonable costs incurred pursuant to this Agreement in furnishing disaster assistance. The Requesting Party will make reimbursement when it is reasonably, fiscally able, but no later than 90 days after receipt of a claim for reimbursement, subject to paragraph 21. Current FEMA Guidelines will determine what costs are reasonable in the event of a dispute regarding a request for reimbursement. Personnel who are assigned, designated or ordered by their governing body to perform duties pursuant to this Agreement shall continue to receive from the Responding Party the same wages, salary, pension, and other compensation and benefits for the performance of such duties, including injury or death benefits, disability payments, and worker's compensation benefits, as though the service had been rendered within the limits of the jurisdiction where the personnel are regularly employed. This will be referenced and processed through Texas Government Code Sec 418.1181 Reimbursement of Costs: Request by Local Government Entity. This is dependent on State and/or Federal reimbursement are formally available.

8. **Participation Notice.** Each Party shall notify the LRGVDC Executive Director of its participation in this Agreement by furnishing an executed original of the attached Participation Notice.

9. **Administrative Services.** The LRGVDC agrees to provide administrative services necessary to coordinate this Agreement, including notifying Parties of new participants and withdrawals and timely providing Parties with a current list of contact information for each Party.

10. **Federal and State Participation.** Federal and state entities may participate in this Agreement, to the extent of any limitations of their authority, by furnishing an executed original of the attached Participation Notice to the LRGVDC Executive Director.

11. **Inventory and Database.** A current inventory and database of resources available to each Party for response under this Agreement shall be maintained by the LRGVDC and disbursed to the Parties. on a timely basis, at least every six months. The LRGVDC will develop a form to facilitate Parties entry and updating of inventory and resource information, send reminders to parties to update information, place inventory and resource information on its website, and take other actions reasonably necessary for the Parties to access current information. This will be maintained yearly by the agreeing entity and sent to the LRGVDC to maintain a rolling data base every October 1 of the calendar year.

12. **Withdrawal.** A Party may withdraw from this Agreement at any time by written notice to the LRGVDC Executive Director, transmitting a copy of the action of the Party's governing body. The Party withdrawing from this Agreement will still be responsible for any outstanding claims for reimbursement.

13. **Not for Benefit of Third Parties.** This Agreement and all activities hereunder are solely for the benefit of the Parties and not the benefit of any third party.

14. **Exercise of Police Power.** This Agreement and all activities hereunder are undertaken solely as an exercise of the police power of the Parties, exercised for the health, safety, and welfare of the public generally, and not for the benefit of any particular person or persons and the Parties shall not have nor pe deemed to have any duty to any particular person or persons.

15. **Immunity not Waived.** Nothing in this Agreement is intended, nor may it be deemed, to waive any governmental, official, or other immunity or defense of any of the Parties or their officers, employees, representatives, and agents as a result of the execution of this Agreement and the performance of the covenants contained herein.

16. **Civil Liability to Third Parties.** Each Responding Party will be responsible for any civil liability for its own actions in responding to a request for assistance, and will determine what level, if any, of insurance or self-insurance it should maintain for such situations.

17. **No Liability of Parties to One Another.** One Party may not be responsible and shall not be civilly liable to another for not responding, or for responding at a particular level of resources or in a particular manner. Each Party hereto waives all claims against the other Parties hereto for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except those caused in whole or in part by the negligence of an officer, employee, or agent of another Party.

18. **Amendments to Agreement.** This Agreement may not be amended without the lawful action of the governing bodies of the Parties. No officer or employee of any of the Parties shall have authority to waive or otherwise modify the limitations in this Agreement, without the express action of the governing body of the Party.

19. **Captions.** Captions to provisions of this Agreement are for convenience and shall not be considered in the interpretation of the provisions.

20. **Equipment and Personnel.** During the time mutual aid is being furnished, all equipment used by the Party rendering aid shall continue to be owned, leased, or rented by the Party rendering aid. At all times while equipment and personnel of a Party rendering aid are traveling to, from, or within the geographical limits of the requesting Party in accordance with the terms of this Agreement, such personnel and equipment shall be deemed to be employed or used, as the case may be, in the full line and cause of duty of the Party rendering aid. In addition, such personnel shall be deemed to be engaged in a governmental function of their entity.

21. **Term.** This Agreement shall become effective as to each Party when approved and executed by that Party. This Agreement shall continue in force and remain binding on each and every Party until such time as the governing body of a Party terminates its participation in this Agreement pursuant to Section 12 of this Agreement. Termination of participation in this Agreement by a Party(ies) shall not affect the continued operation of this Agreement between and among the remaining Parties and this Agreement shall continue in force and remain binding on the remaining Parties.

22. **Entirety.** This Agreement contains all commitments and agreements of the Parties with respect to the mutual aid to be rendered hereunder during or **in** connection with a disaster. No other oral or written commitments of the Parties with respect to mutual aid under this Agreement shall have any force or effect if not contained herein, except as provided in Section 6 above.

23. **Interlocal Cooperation Act.** The Parties agree that mutual aid in the context contemplated herein is a "governmental function and service" and that the Parties are "local governments" as that term is defined herein and in the Interlocal Cooperation Act.

24. **Severability.** If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

25. **Validity and Enforceability.** If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.

26. **Warranty.** The Agreement has been officially authorized by the governing body of each Party hereto and each signatory to this Agreement guarantees and warrants that the signatory has full authority to execute this Agreement and to legally bind the respective Party to this Agreement.

27. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Texas. Venue for an action arising under this Agreement shall be in accordance with the Texas Rules of Civil Procedure.

PARTICIPATION NOTICE

I hereby notify the Lower Rio Grande Valley Development Council, for its notification to its members, that City of Brownsville has approved participation in the Master Mutual Aid Agreement of the Lower Rio Grande Valley Development Council, by lawful action of its governing body, a true copy of which is attached and incorporated herein.

_____
Signature Date

___John Cowen, Jr. _____
Printed or Typed Name

___Mayor, City of Brownsville _____
Position

APPROVED AS TO FORM
AND LEGALITY:

08.12.2026
Jennifer M. Avendano
First Assistant City Attorney

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Mary Perez, Social Services Coordinator, Efren Trujillo, Interim Chief of Staff , Armando Rangel, Assistant Director for Community Developement
Date:	Tuesday, September 1, 2026
Agenda #:	Consideration and **ACTION** to approve the Brownsville Community Resource Center lease agreements between the City of Brownsville & South Texas Afghanistan Iraq Veteran Association (STAIVA) and Community Action Corporation of South Texas (CACOST) for a three-year term. (Grants & Community Development Department)

Summary:
As the Brownsville Community Resource Center was rehabilitated with Community Development Block Grant funding, the use of the building is restricted to nonprofit organizations that can assist low/moderate-income persons as defined by the United States Department of Housing & Urban Development (Low/Moderate Income Persons). At least 51% of the participants in tenant's programs & activities (STAIVA & CACOST) must be low/moderate income persons. The lease agreement is for a three-year term starting July 1, 2026 and ending on June 30, 2029. Attached please find the lease agreement signed by non-profit organizations.

Project Scope and Analysis:
As the Brownsville Community Resource Center was rehabilitated with Community Development Block Grant funding, the use of the building is restricted to nonprofit organizations that can assist low/moderate-income persons as defined by the United States Department of Housing & Urban Development (Low/Moderate Income Persons). At least 51% of the participants in the tenant's programs & activities (STAIVA & CACOST) must be low/moderate income persons. The lease agreement is for a three-year term starting July 1, 2026 and ending on June 30, 2029 at $1 a year. The organizations are responsible for Electricity, Internet, Phone, Security Alarm. Attached please find the lease agreement signed by the non-profit organizations. They have been providing services at BCRC for over seven years.

CACOST SERVICES
CACOST is a private non-profit organization established in 1971 and funded through federal, state and local grants. CACOST provides various services such as utility assistance, health care, Head Start, and nutrition to low-income families and seniors in 16 counties. CACOST lives its mission each day, which is to continuously improve the lives of South Texans by providing high-quality health care, education, housing and economic opportunities to reduce poverty through services and partnerships. For more information on CACOST Services: CEAP Utility Assistance — Community Action Corporation of South Texas .

STAIVA SERVICES
The South Texas Afghanistan Iraq Veterans Association is a non-profit organization which helps ease the transition for military members of all branches and their families from military to civilian life. STAIVA's goal is to help, advocate, educate, and assist veterans with any needed resources, funding, medical care and emotional support. Please see the link for more information on STAIVA; www.staivargv.org.

Funding:

Source:
Amount:
Local Contribution if Applicable:

Recommendation:
Staff recommends approval of the lease agreements for CACOST AND STAIVA at the Brownsville Community Resource Center.

Commission Pillar:
Quality of Life & Vibrancy

Attachments:
1. Lease Agreements 2026-2029
2. Lease Agreement CACOST 2026-2029
3. BCRC Presentation Floor Plan_outlined

Office Lease
Brownsville Community Resource Center

Lease Information

Lease Start Date:	July 1, 2026
Landlord:	City of Brownsville
Landlord's Address:	1001 E. Elizabeth St. Brownsville, TX 78520
Tenant:	South Texas Afghanistan Iraq Veterans Association (STAIVA)
Tenant's Address:	P.O. Box 187 Olmito, Texas 78575
Premises:	
Street Address:	519 E. Madison St.
City, State, Zip:	Brownsville, TX 78520
Name of Building:	Brownsville Community Resource Center
Approximate Square Feet: (Portion for Office Units)	2,024.20 sqft
Office Units:	B-5 (180.18), B-6 (184.80 sqft), B-7 (87.12 sqft), B-8 (177.60), B-9 (325.60 sqft), B-19 (146.52 sqft), B-20 (168.72 sqft), C-1 (753.66) and Garden Area.
Common Area:	B-1 (299.04 sqft)
Approximate Square Feet:	299.04 sqft
Term (months):	Initial Term: Thirty-six (36) Months Renewal term(s): One, two and three (3) year term upon 60 days advance notice by Tenant to Landlord prior to expiration of the term
Commencement Date:	July 1, 2026
Termination Date:	June 30, 2029
Base Rent:	$1 (One Dollar) for the two-year term due and payable to the City of Brownsville Finance Department on the first month of the first year; TBD upon renewal
Utilities Included:	*Fire Alarm.

Utilities Not Included: *Electricity. Water. Trash. Sewer. Internet. Phone. Security Alarm. (Items to be pro-rated based on tenant office unit square footage. Items also to be pro-rated based on square footage for common areas divided by the number of occupants)

Security Deposit: *None

Permitted Use: Offices and Business Operations

A. Tenant understands and agrees that unless contrary notice is received from Landlord, at least 51% of the participants in tenant's programs and activities must be low/ moderate income persons as defined by the United States Department of Housing and Urban Development ("Low/Moderate Income Persons").

B. Tenant will obtain and retain such income verification documents as Landlord may specify and make them available to Landlord on Landlord's request.

Tenant's Insurance: Property Insurancefor contents and Commercial General Liability Insurance

Garden Area: Use and Operations

A. Tenant use. Tenant may use the Garden Area only for the purpose of planting, growing, and harvesting crops.

B. Farming Practices. Tenant will cultivate farmer like manner in accordance with good farming practices. Tenant will take care to not cause waste or damage to the Garden Area or create a nuisance. Tenant is responsible for weeding, managing pests, preventing soil degradation, and water in the area.

C. Maintenance. Tenant will maintain the Garden Area in a good and organized condition, including, without limitation, free of trash, debris and unused equipment.

D. Improvement. Tenant may not place sheds, hoop houses, or otherwise install permanent or moveable structures on the Garden Area without first obtaining Landlord's written approval.

A. Definitions

A.1. "Agent" means agents, contractors, employees, licenses, and, to the extent under the control of the principal invitees.

A.2. "Building Operating Hours" means 8:00 A.M. to 8:00 P.M. Monday through Friday, except holidays. In addition, Building Operating Hours may include weekends and or evenings as necessary.

A.3. "Common Areas" means all facilities and areas of the Building and Parking Facilities and the related land that are intended and designated by Landlord from time to time for the common, general, and nonexclusive use of all tenants of the Building. Landlord has the exclusive control over and right to manage the Common Areas.

A.4. "Essential Services" means the following services: (a) air-conditioning and heating to the Premises common areas reasonable for the Permitted Use during Building Operating Hours, (b) hot and cold water for lavatory, (c) lighting in Common Areas and fluorescent lights in the Building's standard light fixtures on the Premises.

A.5. "Injury" means (a) harm to or impairment or loss of property or its use, (b) harm to or death of a person, or (c) "personal and advertising injury" as defined in the form of liability insurance Tenant is required to maintain.

A.6. "Lienholder" means the holder of a deed of trust covering the Premises.

A.7. "Operating Expenses" means all the reasonable expenses, including real property taxes, that Landlord pays in connection with the ownership, operation, and maintenance of the Building, except principal interest on any debt, expenditures classified as capital expenditures for federal income tax purposes, and expenses for which Tenant is required to reimburse Landlord.

A.8. "Premises" means the real property located at 519 E. Madison St.

A.9. "Rent" means Base Rent plus any other amounts of money payable by Tenant to Landlord.

B. Tenant's Obligations

B.1. **Tenant Agrees to-**

B.1.a. Lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

B1. b. Accept the Premises in their present conditions "AS IS" the Premises being currently suitable for the Permitted Use.

B.1.c. "Obey" (i) all laws relating to Tenant's use, maintenance of the condition, and occupancy of the Premises and Tenant's use of any Common Areas in the Building; (ii) any requirements imposed by utility companies serving or insurance companies covering the Premises or Building; and (iii) any rules and regulations for the Building and Common Areas adopted by Landlord.

B.1.d. Pay monthly, in advance, on the first day of the month, the Base Rent to Landlord at Landlord's Address.

B.1.e. Intentionally left blank

B.1.f. Intentionally left blank

B.1.g. Obtain and pay for utility services not included by Landlord, services used by Tenant.

B.1.h. Allow Landlord to enter the Premises to perform Landlord's obligations, inspect the Premises, provide public viewing, and show the Premises to prospective purchasers or tenants.

B.1.i. Repair, Replace, and maintain, any part of the Premises that Landlord is not obligated to repair, replace or maintain, normal wear excepted.

B.1.j. Submit in writing to Landlord any request for repairs, replacement, and maintenance that are the obligations of the Landlord.

B.1.k. If requested, deliver to Landlord a financing statement perfecting the security created by this lease.

B.1.l. Vacate the Premises and return all keys to the Premises on the Last day of the Term.

B.1.m. On request, execute an estoppel certificate that stated the Commencement Date and Termination Date of the Lease, identifies any amendment to the lease, describes any rights to extend the Term or purchase rights, lists defaults by Landlord, and provides any other information reasonably requested.

B1.n. INDEMNIFY, DEFEND, AND HOLD LANDLORD AND LIENHOLDER, AND THEIR RESPECTIVE AGENTS, HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS) OCCURRING IN ANY PORTION OF THE PREMISES. **THE INDEMNITY CONTAINED IN THIS PARAGRAPH (i) IS INDEPENDENT OF TENANT'S INSURANCE, (ii) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (iii) WILL SURVIVE THE END OF THE TERM, AND (iv) WILL APPLY EVEN IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LANDLORD BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD AND LIENHOLDER AND THEIR RESPECTIVE AGENTS.**

B.1.o. Cover Janitorial Services for office units and common areas, including the purchase of janitorial supplies. Coordination between all Tenants is required.

B.2. **Tenant agrees not to-**

B.2.a. Use the Premises for any purpose other than the Permitted Use.

B.2.b. Create a nuisance.

B.2.c. Interfere with any other tenant's normal business operations or Landlord's management of the Building.

B.2.d. Permit any waste.

B.2.e. Use the Premises in any way that would increase insurance premiums or void insurance on the Building.

B.2.f. Change Landlord's lock system, and alarm system.

B.2.g. Alter the premises in any way without specific written consent from Landlord.

B.2.h. Allow a lien to be placed on the Premises.

B.2.i. Assign this lease or sublease any portion of the Premises without Landlord's written consent.

C. Landlord's Obligations

C.1. **Landlord agrees to-**

C.1.a. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date..

C.1.b. Obey all laws relating to the Landlord's operation of the Building and Common Areas.

C.1.c. Provide the Essential Services as defined under Section A.

C.1.d. Repair, replace, and maintain the (i) roof, (ii) foundation, (iii) Common Areas, (iv) structural soundness of the exterior walls, doors, corridors, and windows, and (v) plumbing (vi) electrical systems except damage to fixtures caused by tenant's or tenant's invitees negligence (vii) other structures or equipment serving the Premises.

C.1.e. Maintain the exterior landscaping.

C.2. **Landlord agrees not to-**

C.2.a. Interfere with Tenant's possession of the Premises as long as Tenant is not in default.

D. General Provisions

Landlord and Tenant agree to the following:

D.1. Alterations. Any physical additions or improvements to the Premises made by Tenant will become the property of Landlord. Landlord may require that Tenant, at the end of the Term and at Tenant's expense, remove any physical additions and improvements, repair any alterations, and restore the Premises to the condition existing at the Commencement Date, normal wear excepted.

D.2. Abatement. Tenant's covenant to pay Rent and Landlord's covenants are independent. Except as otherwise provided, Tenant will not be entitled to abate Rent for any reason.

D.3. Insurance. Tenant must maintain policies of commercial general liability insurance, insuring against loss of life, bodily injury and/or property damage in commercially reasonable amounts and in no event less than $1,000,000 per occurrence, with a $2,000,000 aggregate, and including Landlord as an additional insured. Tenant shall also insure Tenant's property on the premises and hereby releases Landlord from any liability for loss or damage to any of Tenant's property which is or would have been covered by a policy of insurance on that property.

D.4. Release of Claims/Subrogation. LANDLORD AND TENANT RELEASE EACH OTHER AND LIENHOLDER, AND THEIR RESPECTIVE AGENTS, FROM ALL CLAIMS OR LIABILITIES FOR DAMAGE TO THE PREMISES OR BUILDING, DAMAGE TO OR LOSS OF PERSONAL PROPERTY WITHIN THE BUILDING, AND LOSS OF BUSINESS OR REVENUES THAT ARE COVERED BY THE RELEASING PARTY'S PROPERTY INSURANCE OR THAT WOULD HAVE BEEN COVERED BY THE REQUIRED INSURANCE IF THE PARTY FAILS TO MAINTAIN THE PROPERTY COVERAGES REQUIRED BY THIS LEASE. THE PARTY INCURRING THE DAMAGE OR LOSS WILL BE RESPONSIBLE FOR ANY DEDUCTIBLE OR SELF-INSURED RETENTION UNDER ITS PROPERTY INSURANCE. LANDLORD AND

TENANT WILL NOTIFY THE ISSUING PROPERTY INSURANCE COMPANIES OF THE RELEASE SET FORTH IN THIS PARAGRAPH AND WILL HAVE THE PROPERTY INSURANCE POLICIES ENDORSED, IF NECESSARY, TO PREVENT INVALIDATION OF COVERAGE. THIS RELEASE WILL NOT APPLY IF IT INVALIDATES THE PROPERTY INSURANCE COVERAGE OF THE RELEASING PARTY. **THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF THE RELEASED PARTY OR ITS AGENTS BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASED PARTY OR ITS AGENTS.**

D.5. Casualty/Total or Partial Destruction

D.5.a. If the Premises are damaged by casualty and can be restored within ninety days, Landlord will, at its expense, restore the roof, foundation, Common Areas, and structural soundness of the exterior walls of the Premises and any leasehold improvements within the Premises that are not within Tenant's Rebuilding Obligations to substantially the same condition that existed before the casualty and Tenant will, at its expense, be responsible for replacing any of its damaged furniture, fixtures, and personal property and performing Tenant's Rebuilding Obligations. If Landlord fails to complete the portion of the restoration for which Landlord is responsible within ninety days from the date of written notification by Tenant to Landlord of the casualty, Tenant may terminate this lease by written notice delivered to Landlord before Landlord completes Landlord's restoration obligations.

D.5.b. If the Premises cannot be restored within ninety days, Landlord has an option to restore the Premises. If Landlord chooses not to restore, this lease will terminate. If Landlord chooses to restore, Landlord will notify Tenant of the estimated time to restore and give Tenant an option to terminate this lease by notifying Landlord within ten days. If Tenant does not terminate this lease, the lease will continue and Landlord will restore the Premises as provided in D.5.a. above.

D.5.c. To the extent the Premises are untenantable after the casualty, the Rent will be adjusted as may be fair and reasonable.

D.6. Condemnation/Substantial or Partial Taking

D.6.a. If the Premises cannot be used for the purposes contemplated by this lease because of condemnation or purchase in lieu of condemnation, this lease will terminate.

D.6.b. If there is a condemnation or purchase in lieu of condemnation and this lease is not terminated, Landlord will, at Landlord's expense, restore the Premises, and the Rent payable during the unexpired portion of the Term will be adjusted as may be fair and reasonable.

D.6.c. Tenant will have no claim to the condemnation award or proceeds in lieu of condemnation.

D.7. Uniform Commercial Code. Tenant grants Landlord a security interest in Tenant's personal property now or subsequently located on the Premises. This lease is a security agreement under the Uniform Commercial Code. Landlord may file financing statements or continuation statements to perfect or continue the perfection of the security interest.

D.8. Default by Landlord/Events. Defaults by Landlord are failing to comply with

any provision of this lease within thirty days after written notice and failing to provide Essential Services to Tenant within ten days after written notice.

D.9. Default by Landlord/Tenant's Remedies. Tenant's remedies for Landlord's default are to sue for damages and, if Landlord does not provide an Essential Service within thirty days after default, terminate this lease.

D.10. Default by Tenant/Events. Defaults by Tenant are (a) failing to pay timely Rent, (b) abandoning the Premises or vacating a substantial portion of the Premises, and (c) failing to comply within ten days after written notice with any provision of this lease other than the defaults set forth in (a) and (b).

D.11. Default by Tenant/Landlord's Remedies. Landlord's remedies for Tenant's default are to (a) enter and take possession of the Premises and sue for Rent as it accrues; (b) enter and take possession of the Premises, after which Landlord may relet the Premises on behalf of Tenant and receive the Rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in order to relet; (c) enter the Premises and perform Tenant's obligations; and (d) terminate this lease by written notice and sue for damages. Landlord may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.

D.12. Default/Waiver. It is not a waiver of default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of a remedy does not preclude pursuit of another remedy.

D.13. Mitigation. Landlord has mitigated the loss of rent if Landlord, within thirty days after Tenant's loss of possession, (a) places a "For Lease" sign at the Premises, (b) places the Premises on Landlord's inventory of properties for lease, (c) makes Landlord's inventory available to area brokers on a monthly basis, (d) advertises the Premises for lease in a suitable trade journal in the county in which the Premises are located, and (e) shows the Premises to prospective tenants who request to see it.

D.14. Intentionally left blank.

D.15. Holdover. If Tenant does not vacate the Premises following termination of this lease, Tenant will become a tenant at will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term.

D.16. Intentionally left blank

D.17. Intentionally left blank

D.18. Venue. Exclusive venue is in Cameron County, Texas.

D.19. Entire Agreement. This lease, its exhibits, addenda, and riders are the entire agreement of the parties concerning the lease of the Premises by Landlord to Tenant. There are no representations, warranties, agreements, or promises pertaining to the Premises or the lease of the Premises by Landlord to Tenant, and Tenant is not relying on any statements or representations of any agent of Landlord, that are not in this lease and any exhibits, addenda, and riders.

D.20. Amendment of Lease. This lease may be amended only by an instrument in writing signed by Landlord and Tenant.

D.21. Limitation of Warranties. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

D.22. Notices. Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be given (whether received or not) the earlier of receipt or three business days after being deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, or e-mail and will be effective when received. Any address for notice may be changed by written notice given as provided herein.

D.23. Use of Common Areas. Tenant will have the nonexclusive right to use the Common Areas subject to any reasonable rules and regulations that Landlord may prescribe.

D.24. Abandoned Property. Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the Term.

D.25. Signatures: Tenant hereby warrants and declares that they are legally able to bind the entity they represent, otherwise any claims may be a personal action against such signatory.

City of Brownsville, Landlord	South Texas Afghanistan/Iraq Veterans Association, Tenant
Date	Date 7/27/2026

Office Lease
Brownsville Community Resource Center

Lease Information

Lease Start Date:	July 1, 2026
Landlord:	City of Brownsville
Landlord's Address:	1001 E. Elizabeth St. Brownsville, TX 78520
Tenant:	Community Action Corporation of South Texas (CACOST)
Tenant's Address:	204 E. First Street Alice, Texas 78332
Premises:	
Street Address:	519 E. Madison St.
City, State, Zip:	Brownsville, TX 78520
Name of Building:	Brownsville Community Resource Center
Approximate Square Feet: (Portion for office Units)	1,213.43 sqft
Office Units:	B-2 (452.88 sqft),B-11 (272.58 sqft.), B-15 (117.16 sqft.) B-16 (113.12 sqft) , B-17 (114.13 sqft) , and B-18 (143.56 sqft)
Common Area:	B-1 (299.04 sqft)
Approximate Square Feet:	299.04 sqft
Term (months):	Initial Term: Thirty-six (36) Months Renewal term(s): One, two and three (3) year term upon 60 days advance notice by Tenant to Landlord prior to expiration of the term
Commencement Date:	July 1, 2026
Termination Date:	June 30, 2029
Base Rent:	$1 (One Dollar) for the two-year term due and payable to the City of Brownsville Finance Department on the first month of the first year; TBD upon renewal

Utilities Included:	*Fire Alarm.
Utilities Not Included:	*Electricity. Water. Trash. Sewer. Internet. Phone. Security Alarm. (Items to be pro-rated based on tenant office unit square footage. Items also to be pro-rated based on square footage for common areas divided by the number of occupants)
Security Deposit:	*None
Permitted Use:	Offices and Business Operations A. Tenant understands and agrees that unless contrary notice is received from Landlord, at least 51% of the participants in tenant's programs and activities must be low/ moderate income persons as defined by the United States Department of Housing and Urban Development ("Low/Moderate Income Persons"). B. Tenant will obtain and retain such income verification documents as Landlord may specify and make them available to Landlord on Landlord's request.
Tenant's Insurance:	Property Insurancefor contents and Commercial General Liability Insurance

A. Definitions

A.1. "Agent" means agents, contractors, employees, licenses, and, to the extent under the control of the principal invitees.

A.2. "Building Operating Hours" means 8:00 A.M. to 8:00 P.M. Monday through Friday, except holidays. In addition, Building Operating Hours may include weekends and or evenings as necessary.

A.3. "Common Areas" means all facilities and areas of the Building and Parking Facilities and the related land that are intended and designated by Landlord from time to time for the common, general, and nonexclusive use of all tenants of the Building. Landlord has the exclusive control over and right to manage the Common Areas.

A.4. "Essential Services" means the following services: (a) air-conditioning and heating to the Premises common areas reasonable for the Permitted Use during Building Operating Hours, (b) hot and cold water for lavatory, (c) lighting in Common Areas and fluorescent lights in the Building's standard light fixtures on the Premises.

A.5. "Injury" means (a) harm to or impairment or loss of property or its use, (b) harm to or death of a person, or (c) "personal and advertising injury" as defined in the form of liability insurance Tenant is required to maintain.

A.6. "Lienholder" means the holder of a deed of trust covering the Premises.

A.7. "Operating Expenses" means all the reasonable expenses, including real property taxes, that Landlord pays in connection with the ownership, operation, and maintenance of the Building, except principal interest on any debt, expenditures classified as capital expenditures for federal income tax purposes, and expenses for which Tenant is required to reimburse Landlord.

A.8. "Premises" means the real property located at 519 E. Madison St.

A.9. "Rent" means Base Rent plus any other amounts of money payable by Tenant to Landlord.

B. Tenant's Obligations

B.1. **Tenant Agrees to-**

B.1.a. Lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

B1. b. Accept the Premises in their present conditions "AS IS" the Premises being currently suitable for the Permitted Use.

B.1.c. "Obey" (i) all laws relating to Tenant's use, maintenance of the condition, and occupancy of the Premises and Tenant's use of any Common Areas in the Building; (ii) any requirements imposed by utility companies serving or insurance companies covering the Premises or Building; and (iii) any rules and regulations for the Building and Common Areas adopted by Landlord.

B.1.d. Pay monthly, in advance, on the first day of the month, the Base Rent to Landlord at Landlord's Address.

B.1.e. Intentionally left blank

B.1.f. Intentionally left blank

B.1.g. Obtain and pay for utility services not included by Landlord, services used by Tenant.

B.1.h. Allow Landlord to enter the Premises to perform Landlord's obligations, inspect the Premises, provide public viewing, and show the Premises to prospective purchasers or tenants.

B.1.i. Repair, Replace, and maintain, any part of the Premises that Landlord is not obligated to repair, replace or maintain, normal wear excepted.

B.1.j. Submit in writing to Landlord any request for repairs, replacement, and maintenance that are the obligations of the Landlord.

B.1.k. If requested, deliver to Landlord a financing statement perfecting the security created by this lease.

B.1.l. Vacate the Premises and return all keys to the Premises on the Last day of the Term.

B.1.m. On request, execute an estoppel certificate that stated the Commencement Date and Termination Date of the Lease, identifies any amendment to the lease, describes any rights to extend the Term or purchase rights, lists defaults by Landlord, and provides any other information reasonably requested.

B1.n. INDEMNIFY, DEFEND, AND HOLD LANDLORD AND LIENHOLDER, AND THEIR RESPECTIVE AGENTS, HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS) OCCURRING IN ANY PORTION OF THE PREMISES. **THE INDEMNITY CONTAINED IN THIS PARAGRAPH (i) IS INDEPENDENT OF TENANT'S INSURANCE, (ii) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (iii) WILL SURVIVE THE END OF THE TERM, AND (iv) WILL APPLY EVEN IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LANDLORD BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD AND LIENHOLDER AND THEIR RESPECTIVE AGENTS.**

B.1.o. Cover Janitorial Services for office units and common areas, including the purchase of janitorial supplies. Coordination between all Tenants is required.

B.2. **Tenant agrees not to-**

B.2.a. Use the Premises for any purpose other than the Permitted Use.

B.2.b. Create a nuisance.

B.2.c. Interfere with any other tenant's normal business operations or Landlord's management of the Building.

B.2.d. Permit any waste.

B.2.e. Use the Premises in any way that would increase insurance premiums or void insurance on the Building.

B.2.f. Change Landlord's lock system, and alarm system.

B.2.g. Alter the premises in any way without specific written consent from Landlord.

B.2.h. Allow a lien to be placed on the Premises.

B.2.i. Assign this lease or sublease any portion of the Premises without Landlord's written consent.

C. Landlord's Obligations

C.1. **Landlord agrees to-**

C.1.a. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

C.1.b. Obey all laws relating to the Landlord's operation of the Building and Common Areas.

C.1.c. Provide the Essential Services as defined under Section A.

C.1.d. Repair, replace, and maintain the (i) roof, (ii) foundation, (iii) Common Areas, (iv) structural soundness of the exterior walls, doors, corridors, and windows, and (v) plumbing (vi) electrical systems except damage to fixtures caused by tenant's or tenant's invitees negligence (vii) other structures or equipment serving the Premises.

C.1.e. Maintain the exterior landscaping.

C.2. **Landlord agrees not to-**

C.2.a. Interfere with Tenant's possession of the Premises as long as Tenant is not in default.

D. General Provisions

Landlord and Tenant agree to the following:

D.1. Alterations. Any physical additions or improvements to the Premises made by Tenant will become the property of Landlord. Landlord may require that Tenant, at the end of the Term and at Tenant's expense, remove any physical additions and improvements, repair any alterations, and restore the Premises to the condition existing at the Commencement Date, normal wear excepted.

D.2. Abatement. Tenant's covenant to pay Rent and Landlord's covenants are independent. Except as otherwise provided, Tenant will not be entitled to abate Rent for any reason.

D.3. Insurance. Tenant must maintain policies of commercial general liability

insurance, insuring against loss of life, bodily injury and/or property damage in commercially reasonable amounts and in no event less than $1,000,000 per occurrence, with a $2,000,000 aggregate, and including Landlord as an additional insured. Tenant shall also insure Tenant's property on the premises and hereby releases Landlord from any liability for loss or damage to any of Tenant's property which is or would have been covered by a policy of insurance on that property.

D.4. Release of Claims/Subrogation. LANDLORD AND TENANT RELEASE EACH OTHER AND LIENHOLDER, AND THEIR RESPECTIVE AGENTS, FROM ALL CLAIMS OR LIABILITIES FOR DAMAGE TO THE PREMISES OR BUILDING, DAMAGE TO OR LOSS OF PERSONAL PROPERTY WITHIN THE BUILDING, AND LOSS OF BUSINESS OR REVENUES THAT ARE COVERED BY THE RELEASING PARTY'S PROPERTY INSURANCE OR THAT WOULD HAVE BEEN COVERED BY THE REQUIRED INSURANCE IF THE PARTY FAILS TO MAINTAIN THE PROPERTY COVERAGES REQUIRED BY THIS LEASE. THE PARTY INCURRING THE DAMAGE OR LOSS WILL BE RESPONSIBLE FOR ANY DEDUCTIBLE OR SELF-INSURED RETENTION UNDER ITS PROPERTY INSURANCE. LANDLORD AND TENANT WILL NOTIFY THE ISSUING PROPERTY INSURANCE COMPANIES OF THE RELEASE SET FORTH IN THIS PARAGRAPH AND WILL HAVE THE PROPERTY INSURANCE POLICIES ENDORSED, IF NECESSARY, TO PREVENT INVALIDATION OF COVERAGE. THIS RELEASE WILL NOT APPLY IF IT INVALIDATES THE PROPERTY INSURANCE COVERAGE OF THE RELEASING PARTY. **THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF THE RELEASED PARTY OR ITS AGENTS BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASED PARTY OR ITS AGENTS.**

D.5. Casualty/Total or Partial Destruction

D.5.a. If the Premises are damaged by casualty and can be restored within ninety days, Landlord will, at its expense, restore the roof, foundation, Common Areas, and structural soundness of the exterior walls of the Premises and any leasehold improvements within the Premises that are not within Tenant's Rebuilding Obligations to substantially the same condition that existed before the casualty and Tenant will, at its expense, be responsible for replacing any of its damaged furniture, fixtures, and personal property and performing Tenant's Rebuilding Obligations. If Landlord fails to complete the portion of the restoration for which Landlord is responsible within ninety days from the date of written notification by Tenant to Landlord of the casualty, Tenant may terminate this lease by written notice delivered to Landlord before Landlord completes Landlord's restoration obligations.

D.5.b. If the Premises cannot be restored within ninety days, Landlord has an option to restore the Premises. If Landlord chooses not to restore, this lease will terminate. If Landlord chooses to restore, Landlord will notify Tenant of the estimated time to restore and give Tenant an option to terminate this lease by notifying Landlord within ten days. If Tenant does not terminate this lease, the lease will continue and Landlord will restore the Premises as provided in D.5.a. above.

D.5.c. To the extent the Premises are untenantable after the casualty, the Rent will be adjusted as may be fair and reasonable.

D.6. Condemnation/Substantial or Partial Taking

D.6.a. If the Premises cannot be used for the purposes contemplated by this lease because of condemnation or purchase in lieu of condemnation, this lease will terminate.

D.6.b. If there is a condemnation or purchase in lieu of condemnation and this lease is not terminated, Landlord will, at Landlord's expense, restore the Premises, and the Rent payable during the unexpired portion of the Term will be adjusted as may be fair and reasonable.

D.6.c. Tenant will have no claim to the condemnation award or proceeds in lieu of condemnation.

D.7. Uniform Commercial Code. Tenant grants Landlord a security interest in Tenant's personal property now or subsequently located on the Premises. This lease is a security agreement under the Uniform Commercial Code. Landlord may file financing statements or continuation statements to perfect or continue the perfection of the security interest.

D.8. Default by Landlord/Events. Defaults by Landlord are failing to comply with any provision of this lease within thirty days after written notice and failing to provide Essential Services to Tenant within ten days after written notice.

D.9. Default by Landlord/Tenant's Remedies. Tenant's remedies for Landlord's default are to sue for damages and, if Landlord does not provide an Essential Service within thirty days after default, terminate this lease.

D.10. Default by Tenant/Events. Defaults by Tenant are (a) failing to pay timely Rent, (b) abandoning the Premises or vacating a substantial portion of the Premises, and (c) failing to comply within ten days after written notice with any provision of this lease other than the defaults set forth in (a) and (b).

D.11. Default by Tenant/Landlord's Remedies. Landlord's remedies for Tenant's default are to (a) enter and take possession of the Premises and sue for Rent as it accrues; (b) enter and take possession of the Premises, after which Landlord may relet the Premises on behalf of Tenant and receive the Rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in order to relet; (c) enter the Premises and perform Tenant's obligations; and (d) terminate this lease by written notice and sue for damages. Landlord may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.

D.12. Default/Waiver. It is not a waiver of default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of a remedy does not preclude pursuit of another remedy.

D.13. Mitigation. Landlord has mitigated the loss of rent if Landlord, within thirty days after Tenant's loss of possession, (a) places a "For Lease" sign at the Premises, (b) places the Premises on Landlord's inventory of properties for lease, (c) makes Landlord's inventory available to area brokers on a monthly basis, (d) advertises the Premises for lease in a suitable trade journal in the county in which the Premises are located, and (e) shows the Premises to prospective tenants who request to see it.

D.14. Intentionally left blank.

D.15. Holdover. If Tenant does not vacate the Premises following termination of this lease, Tenant will become a tenant at will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term.

D.16. Intentionally left blank

D.17. Intentionally left blank

D.18. Venue. Exclusive venue is in Cameron County, Texas.

D.19. Entire Agreement. This lease, its exhibits, addenda, and riders are the entire agreement of the parties concerning the lease of the Premises by Landlord to Tenant. There are no representations, warranties, agreements, or promises pertaining to the Premises or the lease of the Premises by Landlord to Tenant, and Tenant is not relying on any statements or representations of any agent of Landlord, that are not in this lease and any exhibits, addenda, and riders.

D.20. Amendment of Lease. This lease may be amended only by an instrument in writing signed by Landlord and Tenant.

D.21. Limitation of Warranties. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

D.22. Notices. Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be given (whether received or not) the earlier of receipt or three business days after being deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, or e-mail and will be effective when received. Any address for notice may be changed by written notice given as provided herein.

D.23. Use of Common Areas. Tenant will have the nonexclusive right to use the Common Areas subject to any reasonable rules and regulations that Landlord may prescribe.

D.24. Abandoned Property. Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the Term.

D.25. Signatures: Tenant hereby warrants and declares that they are legally able to bind the entity they represent, otherwise any claims may be a personal action against such signatory.

City of Brownsville, Landlord	Community Action Corporation of South Texas, Tenant
Date	7/24/2026 Date



K+ architect
400 E. 3rd.
Los Fresnos, TX 78566
Phone: (956) 233-2218
Fax: (956) 233-2219
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BROWNSVILLE COMMUNITY RESOURCE CENTER
519 E. Madison St., Brownsville, TX

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	
Date:	Tuesday, September 1, 2026
Agenda #:	Consideration and **ACTION** to authorize the City Manager to execute a Memorandum of Understanding (MOU) between the City of Brownsville and the City of Harlingen for participation in the FY 2025 FEMA Assistance to Firefighters Grant (AFG) Regional Project. (Brownsville Fire Department)

Summary:
The City of Brownsville, through the Brownsville Fire Department, is a participating partner in the City of Harlingen's FY 2025 FEMA Assistance to Firefighters Grant (AFG) Regional Project. The application is currently undergoing FEMA technical review, and FEMA requires an executed Memorandum of Understanding (MOU) identifying the responsibilities and level of participation of each regional partner, participating entities' EINs, and the proposed distribution of grant-funded assets.
Approval of this item will authorize the Brownsville City Manager to execute the MOU with the City of Harlingen. Under the agreement, Harlingen will serve as the Regional Host and grant recipient, provide 100% of the required non-federal cost share, and retain ownership and custody of all grant-funded equipment. Brownsville will participate as an operational regional partner and will have access to the equipment for authorized regional emergency response, mutual aid, training, and related fire and rescue operations.
Authorization of the MOU will allow Brownsville to formally document its participation in the regional project without creating a local match obligation or transferring ownership or custody of grant-funded equipment to the City.

Project Scope and Analysis:

Funding:

Source:

Amount:

Local Contribution if Applicable:

Recommendation:

Commission Pillar:

Attachments:

1. MOU FEMA-2 (JMA_approved_08.24.2026)

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF HARLINGEN, TEXAS, AND THE CITY OF BROWNSVILLE, TEXAS

FY 2025 ASSISTANCE TO FIREFIGHTERS GRANT REGIONAL PROJECT

This Memorandum of Understanding ("MOU") is entered into by and between the **City of Harlingen, Texas**, acting through the Harlingen Fire Department ("Harlingen" or "Regional Host"), and the **City of Brownsville, Texas**, acting through the Brownsville Fire Department ("Brownsville" or "Participating Partner"). Harlingen and Brownsville may individually be referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Harlingen Fire Department and Brownsville Fire Department cooperate in providing fire protection, rescue, emergency medical, and other emergency-response services and participate cooperatively in regional emergency-response activities through the **Regional Emergency Response Unit**; and

WHEREAS, the Parties recognize that major or extended-duration emergencies may require specialized equipment and capabilities that benefit from a coordinated regional response; and

WHEREAS, the City of Harlingen, through the Harlingen Fire Department, submitted a Regional application under the **Fiscal Year 2025 Assistance to Firefighters Grant ("AFG") Program**, administered by the Federal Emergency Management Agency ("FEMA"), to acquire specialized fire and emergency-response equipment for use through the Regional Emergency Response Unit; and

WHEREAS, the Regional Project is intended to strengthen the operational capabilities of the Harlingen Fire Department and Brownsville Fire Department through the acquisition and regional availability of specialized emergency-response equipment; and

WHEREAS, the FY 2025 AFG Program requires a Regional host and participating partners to execute a memorandum of understanding or equivalent document identifying, among other things, their individual and mutual responsibilities, each participant's level of involvement, the Employer Identification Numbers ("EINs") of participating partners, and the proposed distribution of grant-funded assets or contracted services; and

WHEREAS, the City of Harlingen will serve as the Regional Host and grant recipient, will provide **one hundred percent (100%) of the required non-federal cost share**, and will retain ownership, custody, and recipient-level accountability for all equipment acquired through the Regional Project; and

WHEREAS, the City of Brownsville, through the Brownsville Fire Department, will participate as a regional operational partner and will have access to the Grant-Funded Assets for authorized

regional emergency-response, mutual-aid, training, and related activities without receiving grant funds or permanent ownership or custody of the equipment; and

WHEREAS, this MOU is intended to supplement, and not replace, existing lawful mutual-aid agreements or other emergency-response arrangements applicable to the Parties.

NOW, THEREFORE, in consideration of the mutual understandings set forth herein, the Parties agree as follows:

1. PURPOSE

The purpose of this MOU is to document the participation of Harlingen and Brownsville in the FY 2025 AFG Regional Project and to establish their respective responsibilities, levels of involvement, financial responsibilities, and the proposed ownership, custody, distribution, management, and regional use of equipment acquired through the Project.

This MOU is specifically intended to document the agreement between the Regional Host and Participating Partner for purposes of the FY 2025 AFG Regional application and award.

2. PARTICIPATING ORGANIZATIONS

The organizations participating in and directly benefiting from the Regional Project are:

Regional Host / Applicant

City of Harlingen, Texas
Harlingen Fire Department
Employer Identification Number (EIN): **74-6001047**

Participating Partner

City of Brownsville, Texas
Brownsville Fire Department
Employer Identification Number (EIN): **74-6000422**

Each Party acknowledges that its participation in the Regional Project is through its respective fire department and represents that it is authorized to perform the governmental functions and emergency-response activities contemplated by this MOU.

3. REGIONAL PROJECT

The Parties agree to participate in the FY 2025 AFG Regional Project for the acquisition, deployment, and regional use of specialized fire and emergency-response equipment.

Subject to FEMA's final award determination and approval of eligible costs, the Regional Project consists of the following Grant-Funded Assets:

1. One (1) Skid Unit;

2. One (1) Mobile Air Compressor/Cascade/Fill Station for filling Self-Contained Breathing Apparatus (SCBA);
3. Eight (8) Basic Life Support Automated External Defibrillators (BLS AEDs);
4. Eight (8) Thermal Imaging Cameras; and
5. Eight (8) Rapid Intervention Team (RIT) Packs/Cylinders.

Detailed specifications and the proposed distribution of the Grant-Funded Assets are identified in **Exhibit A**, incorporated herein by reference.

Final equipment specifications, quantities, configurations, and costs shall conform to those approved by FEMA under the FY 2025 AFG award.

4. CITY OF HARLINGEN: REGIONAL HOST RESPONSIBILITIES AND LEVEL OF INVOLVEMENT

Harlingen shall serve as the **Regional Host, applicant, and, if awarded, recipient** of the FY 2025 AFG Regional award.

Harlingen shall have primary responsibility for the administration and management of the Regional Project. Harlingen's responsibilities and level of involvement shall include:

a. Serving as the Regional applicant and recipient of the FY 2025 AFG award;

b. Serving as the primary point of contact with FEMA concerning administration of the award;

c. Administering the grant in accordance with applicable federal laws and regulations, FEMA requirements, the FY 2025 AFG Notice of Funding Opportunity, and the terms and conditions of the award;

d. Providing **one hundred percent (100%) of the required non-federal cost share** for the Regional Project;

e. Conducting or administering the procurement of all Grant-Funded Assets in accordance with applicable federal, state, and local procurement requirements;

f. Maintaining all required financial, procurement, grant, inventory, and property records;

g. Preparing and submitting required FEMA financial, programmatic, performance, and closeout reports;

h. Purchasing, receiving, inventorying, tagging, and maintaining custody of all Grant-Funded Assets;

i. Retaining ownership and recipient-level accountability for all Grant-Funded Assets, subject to applicable federal property-management requirements;

j. Serving as the primary and permanent custodian of all Grant-Funded Assets;

k. Maintaining records sufficient to identify the location, condition, use, maintenance history, and disposition of each Grant-Funded Asset;

l. Coordinating routine inspection, preventive maintenance, repairs, and inventory control of the Grant-Funded Assets;

m. Coordinating with Brownsville concerning operational deployment, regional training, equipment use, and implementation of the Regional Project;

n. Making the Grant-Funded Assets reasonably available for authorized regional operations involving Brownsville, subject to equipment availability, operational needs, incident requirements, and applicable mutual-aid procedures; and

o. Ensuring that the Grant-Funded Assets are used and maintained for purposes consistent with the FEMA-approved Regional Project.

5. CITY OF BROWNSVILLE: PARTICIPATING PARTNER RESPONSIBILITIES AND LEVEL OF INVOLVEMENT

Brownsville shall serve as the **Participating Partner** in the FY 2025 AFG Regional Project.

Brownsville's participation shall be operational in nature. Brownsville shall not receive AFG grant funds, shall not be responsible for any portion of the required non-federal cost share, and shall not receive permanent ownership or custody of Grant-Funded Assets under this MOU.

Brownsville's responsibilities and level of involvement shall include:

a. Participating in the identification of regional emergency-response needs and operational requirements;

b. Providing technical and operational input concerning equipment use, regional deployment, training needs, and operational readiness;

c. Designating appropriate Brownsville Fire Department personnel to coordinate with the Harlingen Fire Department regarding the Regional Project;

d. Participating in regional training, exercises, drills, and emergency-response activities involving the Grant-Funded Assets;

e. Making appropriately trained personnel available, subject to Brownsville's operational needs and applicable mutual-aid procedures, to participate in Regional Emergency Response Unit activities;

f. Using Grant-Funded Assets made available through the Regional Emergency Response Unit only for authorized fire, rescue, emergency medical, training, emergency-response, and related purposes consistent with the AFG award;

g. Exercising reasonable care and safeguarding Grant-Funded Assets while such equipment is being operated or used by Brownsville personnel;

h. Promptly reporting to Harlingen any loss, damage, theft, malfunction, maintenance need, or other material condition affecting Grant-Funded Assets while being used by Brownsville personnel;

i. Providing Harlingen with information reasonably necessary to satisfy FEMA reporting, monitoring, inventory, audit, and grant-management requirements; and

j. Cooperating with Harlingen in FEMA monitoring, audits, inspections, reporting, closeout, and other grant-compliance activities associated with the Regional Project.

Brownsville further represents and warrants that (i) it is an eligible AFG Program organization and is current and in good standing on all prior AFG Program awards, including reporting and closeout obligations; (ii) it has not requested, and will not request, any item identified in Section 3 or Exhibit A under its own FY 2025 AFG Program application, which the FY 2025 AFG Notice of Funding Opportunity prohibits; and (iii) it will notify Harlingen in writing within ten (10) days if either representation ceases to be accurate. The Parties acknowledge that under the FY 2025 AFG Notice of Funding Opportunity the Regional host may not distribute grant-funded assets to a non-compliant partner, and that Harlingen may suspend Brownsville's access to the Grant-Funded Assets for so long as a representation in this paragraph is inaccurate.

6. MUTUAL RESPONSIBILITIES

The Parties mutually agree to:

a. Coordinate the deployment and use of Grant-Funded Assets through the Regional Emergency Response Unit;

b. Promote interoperability and coordinated emergency response between the Harlingen Fire Department and Brownsville Fire Department;

c. Coordinate training necessary for the safe and effective operation of Grant-Funded Assets;

d. Ensure that personnel operating specialized Grant-Funded Assets possess appropriate training consistent with manufacturer requirements, applicable standards, and departmental procedures;

e. Use Grant-Funded Assets for purposes consistent with the FEMA-approved Regional Project;

f. Protect Grant-Funded Assets against loss, damage, theft, misuse, or unauthorized disposition;

g. Cooperate in maintaining information necessary for equipment inventory, maintenance, use, monitoring, and federal grant compliance;

h. Coordinate joint training and exercises as reasonably necessary to maintain regional operational readiness; and

i. Cooperate in resolving operational, maintenance, or grant-compliance issues affecting the Regional Project.

7. NON-FEDERAL COST SHARE

The Parties expressly agree that the **City of Harlingen shall provide one hundred percent (100%) of the non-federal cost share required for the FY 2025 AFG Regional Project.**

The City of Brownsville shall have **no obligation to contribute to the required non-federal cost share**.

Nothing in this MOU creates a reimbursement obligation, debt, matching-fund requirement, or other financial obligation on Brownsville for Harlingen's AFG cost-share obligation.

8. OWNERSHIP, CUSTODY, AND PROPOSED DISTRIBUTION OF GRANT-FUNDED ASSETS

The proposed distribution of Grant-Funded Assets is set forth in **Exhibit A**.

The Parties expressly agree that:

a. **One hundred percent (100%) of the Grant-Funded Assets shall be purchased by and assigned to the City of Harlingen.**

b. The City of Harlingen shall retain ownership of all Grant-Funded Assets, subject to applicable federal property-management requirements.

c. Except as provided in subsection (i), the Harlingen Fire Department shall serve as the **primary and permanent custodian** of all Grant-Funded Assets.

d. Harlingen shall maintain recipient-level accountability and inventory control for all Grant-Funded Assets.

e. Except as provided in subsection (i), no Grant-Funded Asset is proposed for permanent transfer, assignment, or distribution to Brownsville.

f. Brownsville shall have authorized operational access to the Grant-Funded Assets through its participation in the Regional Emergency Response Unit and applicable mutual-aid activities.

g. Temporary operation or use of a Grant-Funded Asset by Brownsville personnel shall not constitute a transfer of ownership, custody, title, or grant accountability to Brownsville.

h. Neither Party shall sell, transfer, encumber, dispose of, permanently relocate, or materially change the authorized use of a Grant-Funded Asset except in accordance with applicable FEMA requirements and any required FEMA approval.

i. [Assigned custody. The following Grant-Funded Assets shall be placed in the custody of the Brownsville Fire Department and stationed within its first-due response area for the duration of the federal use period: four (4) BLS Automated External Defibrillators; four

(4) Thermal Imaging Cameras; and four (4) Rapid Intervention Team (RIT) Packs/Cylinders. Assignment of custody does not transfer ownership, title, or grant accountability, and each such asset remains subject to Harlingen's inventory and inspection rights and to the disposition requirements of the FEMA award.]

9. REGIONAL USE AND DEPLOYMENT

The Grant-Funded Assets are being acquired to strengthen the joint and regional emergency-response capabilities of the Harlingen Fire Department and Brownsville Fire Department.

The equipment may be used for authorized purposes including:

a. Fire suppression;

b. Firefighter rescue and Rapid Intervention Team operations;

c. Firefighter health and safety;

d. Structural fire and emergency incident response;

e. Search and rescue;

f. Emergency medical response;

g. Extended-duration emergency incidents;

h. SCBA cylinder filling and breathing-air support;

i. Regional emergency-response operations;

j. Joint training and exercises; and

k. Other emergency-response activities consistent with the FEMA-approved AFG Regional Project.

Grant-Funded Assets may accompany Harlingen or Brownsville personnel responding to lawful mutual-aid requests outside their respective jurisdictions when such deployment is consistent with the authorized use of the equipment.

Temporary deployment of Grant-Funded Assets during a mutual-aid response shall not constitute a transfer or permanent distribution of federally funded equipment to the jurisdiction receiving mutual-aid assistance.

No organization that is not a Party to this MOU shall receive ownership, permanent custody, or a direct allocation of Grant-Funded Assets under the Regional Project.

10. MAINTENANCE AND OPERATING COSTS

Each Party shall be responsible for loss of or damage to Grant-Funded Assets to the extent such loss or damage is caused by the negligent act or omission of that Party's officers, employees, or agents while the Grant-Funded Asset is in that Party's possession, use, or operational control.

A Party responsible for such loss or damage shall, subject to applicable law, be responsible for the reasonable cost of repair or, when repair is not reasonably practicable, the reasonable cost of replacement of the affected Grant-Funded Asset.

Neither Party shall be responsible under this Section for ordinary wear and tear or for loss or damage not caused by the negligence of its officers, employees, or agents.

Any financial obligation arising under this Section is subject to the lawful appropriation and availability of funds and shall be payable solely from current revenues lawfully available to the responsible Party.

Nothing in this Section shall be construed as an indemnification of one Party by the other or as a waiver of governmental immunity, sovereign immunity, statutory protections, defenses, or limitations of liability available to either Party under applicable law.

11. FEDERAL GRANT COMPLIANCE

The Parties acknowledge that the Grant-Funded Assets will be acquired using federal financial assistance.

Harlingen, as the Regional Host and grant recipient, shall retain primary responsibility to FEMA for compliance with the award.

Each Party shall comply, as applicable to its respective role, with:

a. The FY 2025 AFG Notice of Funding Opportunity;

b. The terms and conditions of the FEMA award;

c. Applicable federal grant requirements, including applicable provisions of 2 C.F.R. Part 200;

d. Applicable FEMA policies and requirements governing federally funded equipment;

e. Applicable property-management, record-retention, monitoring, audit, and disposition requirements; and

f. Applicable federal, state, and local laws.

If a provision of this MOU conflicts with a requirement of the FEMA award applicable to the Regional Project, the applicable federal award requirement shall control with respect to administration and use of the federal award and Grant-Funded Assets.

12. NO SUBAWARD OR PASS-THROUGH OF GRANT FUNDS

Nothing in this MOU is intended to make Brownsville a subrecipient of Harlingen or to authorize a subaward or pass-through of AFG funds to Brownsville.

Harlingen shall remain the Regional Host and FEMA grant recipient and shall retain responsibility for administration of the grant and accountability for Grant-Funded Assets.

Brownsville's participation and authorized operational use of Grant-Funded Assets constitute participation in the Regional Project and do not constitute a subaward or transfer of federal funds.

13. RELATIONSHIP TO EXISTING MUTUAL-AID AGREEMENTS

This MOU addresses participation in and administration of the FY 2025 AFG Regional Project and the ownership, custody, management, and regional use of Grant-Funded Assets.

This MOU supplements and does not replace, terminate, or supersede otherwise valid mutual-aid agreements, emergency-management agreements, or emergency-response arrangements applicable to the Parties.

Operational matters arising during a mutual-aid deployment, including incident command, supervision of personnel, workers' compensation, reimbursement of response costs, and related matters, shall continue to be governed by applicable law and the mutual-aid agreement or other lawful authority under which the response occurs.

14. RECORDS, MONITORING, AND AUDIT COOPERATION

Each Party shall maintain records within its possession concerning its participation in the Regional Project in accordance with applicable records-retention requirements.

Brownsville shall provide Harlingen with information reasonably necessary for Harlingen to satisfy FEMA reporting, monitoring, inventory, audit, and closeout requirements.

The Parties shall cooperate with lawful federal or state monitoring, inspection, or audit requirements relating to the Regional Project.

Nothing in this MOU requires either Party to disclose information made confidential by law.

15. PERSONNEL

Personnel participating in activities under this MOU shall remain employees of their respective employing Party.

Nothing in this MOU creates an employer-employee, principal-agent, partnership, joint venture, or similar relationship between the Parties.

Each Party shall remain responsible for the supervision, compensation, benefits, and employment obligations of its own personnel.

16. LIABILITY AND GOVERNMENTAL IMMUNITY

Each Party shall be responsible for the acts and omissions of its own officers, employees, and agents to the extent provided by applicable law.

Nothing in this MOU shall be construed as a waiver of governmental immunity, sovereign immunity, official immunity, statutory protection, defense, limitation of liability, or other immunity available to either Party or its officers, employees, or agents.

Nothing in this MOU creates a cause of action or right for the benefit of any third party.

As authorized by Section 791.006(a) of the Texas Government Code, and to the extent permitted by Texas law and subject to appropriation, each Party shall be responsible for the reasonable cost of repairing or replacing a Grant-Funded Asset that is lost, damaged, or destroyed by the negligent act or omission of that Party's officers, employees, or agents while the asset is in that Party's operational control. Responsibility under this paragraph shall not exceed the replacement cost of the asset, less any insurance or self-insurance proceeds actually received, and does not extend to ordinary wear and tear or to loss or damage occurring in the course of a response conducted under an applicable mutual-aid agreement, which shall be governed by that agreement. Any payment owed under this paragraph shall be made solely from current revenues lawfully available to the paying Party, and nothing in this paragraph creates a debt within the meaning of Article XI, Section 5 of the Texas Constitution or obligates either Party to levy a tax or pledge any revenue.

Nothing in this MOU is or shall be construed as an agreement by either Party to indemnify or hold harmless the other. Each Party shall determine the level of insurance or self-insurance it maintains with respect to its activities under this MOU.

17. INTERLOCAL COOPERATION

To the extent applicable, this MOU is entered into pursuant to Chapter 791 of the Texas Government Code and other applicable authority.

Each Party represents that the governmental functions and services contemplated by this MOU are functions and services that it is authorized to perform individually.

To the extent either Party incurs an expenditure under this MOU, any payment shall be made from current revenues lawfully available to the paying Party.

18. TERM AND TERMINATION

This MOU becomes effective on the date of the last signature below.

The MOU shall remain in effect throughout the period of performance of the FY 2025 AFG award and thereafter for so long as the Grant-Funded Assets remain subject to applicable federal use, property-management, record-retention, or disposition requirements.

A Party seeking to terminate its participation shall provide the other Party with at least thirty (30) days' written notice.

No termination shall relieve either Party of obligations previously incurred or authorize any action inconsistent with the terms of the FEMA award or applicable federal requirements. Harlingen may notify FEMA of any termination or material change in regional participation when required by the award.

19. AMENDMENTS

This MOU may be amended only by written agreement executed by the **City Manager of each Party, or their respective duly authorized designee**, following any approval required by applicable law or the respective Party's governing body.

Exhibit A may be amended to reflect FEMA-approved changes to quantities, specifications, costs, or equipment configuration, provided that any amendment remains consistent with the FEMA award and applicable law.

20. NOTICES AND PROJECT COORDINATION

For purposes of administration and operational coordination under this MOU, the primary contacts shall be:

City of Harlingen, Texas

Harlingen Fire Department
Fire Chief Rafael Balderas or Designee
24200 North FM 509
Harlingen, Texas
Telephone: (956) 230-8050

City of Brownsville, Texas

Brownsville Fire Department
Fire Chief Jarrett V. Sheldon
1150 East Adams Street, 2nd Fl
Brownsville, Texas 78520
Telephone: (956) 546-3195

Either Party may update its contact information by written notice without requiring a formal amendment to this MOU.

21. GOVERNING LAW

This MOU shall be governed by and construed in accordance with applicable federal law and the laws of the State of Texas. Venue for any action arising under this MOU shall lie in Cameron County, Texas.

22. SEVERABILITY

If any provision of this MOU is determined to be invalid or unenforceable, the remaining provisions shall remain in effect to the extent permitted by law.

23. ENTIRE AGREEMENT REGARDING THE AFG REGIONAL PROJECT

This MOU and its incorporated Exhibit A constitute the understanding of the Parties concerning their respective participation, responsibilities, financial obligations, and proposed distribution of assets for the FY 2025 AFG Regional Project.

Nothing in this section shall be construed to supersede an otherwise valid mutual-aid agreement except to the extent necessary to administer the AFG Regional Project in compliance with applicable federal requirements.

24. COUNTERPARTS AND ELECTRONIC SIGNATURES

This MOU may be executed in counterparts, each of which shall be considered an original and all of which together shall constitute one agreement.

Electronic or digital signatures may be accepted to the extent permitted by applicable law and the policies of the respective Parties.

25. AUTHORIZATION AND EXECUTION

This MOU shall be executed on behalf of each Party by its respective **City Manager**, following any authorization or approval required by applicable law or the governing body of the respective City.

Each City Manager signing this MOU represents that he or she is duly authorized to execute the MOU on behalf of the respective City.

The Parties acknowledge that the City Managers' execution of this MOU constitutes execution by the Regional Host and Participating Partner for purposes of the FY 2025 AFG Regional Project.

CITY OF HARLINGEN, TEXAS

By: _____
City Manager

Name: _____

Date: _____

ATTEST:

By: _____
City Secretary

APPROVED AS TO FORM:

By: _____
City Attorney

ACKNOWLEDGED FOR OPERATIONAL IMPLEMENTATION:

By: _____
Fire Chief
Harlingen Fire Department

Date: _____

CITY OF BROWNSVILLE, TEXAS

By: _____
City Manager

Name: _____

Date: _____

ATTEST:

By: _____
City Secretary

APPROVED AS TO FORM:

By: _____
City Attorney

ACKNOWLEDGED FOR OPERATIONAL IMPLEMENTATION:

By: _____
Fire Chief
Brownsville Fire Department

Date: _____

EXHIBIT A

FY 2025 ASSISTANCE TO FIREFIGHTERS GRANT REGIONAL PROJECT

PROPOSED DISTRIBUTION OF GRANT-FUNDED ASSETS

A. Asset Distribution

For purposes of the FY 2025 AFG Regional Project:

- The **City of Harlingen will purchase and retain ownership of 100% of the Grant-Funded Assets**, subject to applicable federal property requirements.
- The **Harlingen Fire Department will serve as the primary and permanent custodian of the Grant-Funded Assets, except those assigned to Brownsville custody below**.
- The **City of Harlingen will maintain recipient-level grant and property accountability for 100% of the Grant-Funded Assets**.
- Except as provided in the following bullet, no Grant-Funded Asset is proposed for permanent transfer or assignment to the City of Brownsville.
- [Custody of four (4) BLS Automated External Defibrillators, four (4) Thermal Imaging Cameras, and four (4) Rapid Intervention Team (RIT) Packs/Cylinders will be assigned to the Brownsville Fire Department under Section 8 of the MOU. Assignment of custody does not transfer ownership, title, or grant accountability.]
- The Brownsville Fire Department will have authorized operational access to the Grant-Funded Assets through its participation in the Regional Emergency Response Unit for regional responses, mutual aid, training, and other authorized activities consistent with the FEMA award.

Grant-Funded Asset	Quantity	Owner / Grant Accountability	Permanent Custodian	Authorized Regional Users
FeldFire Skid Unit	1	City of Harlingen	Harlingen Fire Department	Harlingen FD / Brownsville FD
Mobile Air Compressor/Cascade/Fill Station for Filling SCBA	1	City of Harlingen	Harlingen Fire Department	Harlingen FD / Brownsville FD
BLS Automated External Defibrillators (AEDs)	8	City of Harlingen	Harlingen Fire Department	Harlingen FD / Brownsville FD

Thermal Imaging Cameras	8	City of Harlingen	Harlingen Fire Department	Harlingen FD / Brownsville FD
Rapid Intervention Team (RIT) Packs/Cylinders	8	City of Harlingen	Harlingen Fire Department	Harlingen FD / Brownsville FD

B. Equipment Specifications

Each item identified below is specified as a **brand name or approved equal**. Harlingen shall procure equipment meeting or exceeding these specifications in accordance with applicable federal, state, and local procurement requirements, including the competition requirements of 2 C.F.R. Part 200.

1. FeldFire Skid Unit – Quantity: 1

One (1) **FeldFire Skid Unit** or approved equal consisting of:

- 5-foot aluminum frame;
- 400-gallon tank;
- Waterous P818-2515 18 hp pump;
- LP reel with rollers;
- 150 feet of hose;
- No foam system; and
- Suction intake consisting of:
    - One (1) Akon 2-inch valve; and
    - T2P 2.5-inch Male NST with cap.

2. Mobile Air Compressor/Cascade/Fill Station for Filling SCBA – Quantity: 1

One (1) **Air Compressor/Cascade/Fill Station for filling Self-Contained Breathing Apparatus (SCBA)** or approved equal consisting of:

- Arctic 2500 compressor block;
- Two-position fill station;
- Four-bank manual control panel;
- Four (4) storage cylinders;
- M4200 CO monitor;
- Single 7,000-lb. axle;
- Electronic brakes;
- 24 kW battery with All Power Technology;
- Scene lighting;
- Adjustable-height ball hitch (2-5/16 inch);

- High-pressure hose reel;
- 120V 15-amp auxiliary power output;
- 12V/USB auxiliary power outputs; and
- 12V busbar.

3. BLS Automated External Defibrillators – Quantity: 8

Eight (8) **Basic Life Support Automated External Defibrillators (AEDs)** or approved equal for emergency medical and regional emergency-response operations.

4. Thermal Imaging Cameras – Quantity: 8

Eight (8) **Thermal Imaging Cameras** for fireground operations, search and rescue, incident assessment, firefighter safety, and other authorized emergency-response activities.

5. Rapid Intervention Team Packs/Cylinders – Quantity: 8

Eight (8) **Rapid Intervention Team (RIT) Packs/Cylinders** or approved equal for firefighter rescue, emergency air supply, and other authorized rapid-intervention operations.

C. Regional Operational Availability

Although Harlingen will retain ownership, custody, and grant accountability for all Grant-Funded Assets, the equipment is being acquired as part of a Regional AFG Project supporting the coordinated emergency-response capabilities of the Harlingen Fire Department and Brownsville Fire Department.

The Grant-Funded Assets shall be available for authorized regional use for purposes including:

- Fire suppression;
- Firefighter rescue and safety;
- Rapid Intervention Team operations;
- Structural fire and emergency incident response;
- Search and rescue;
- Emergency medical response;
- Extended-duration incidents;
- SCBA cylinder filling and breathing-air support;
- Regional emergency-response operations;
- Joint training and exercises; and
- Other activities consistent with the FEMA-approved AFG Regional Project.

Deployment shall be based upon incident needs, equipment availability, operational readiness, and applicable incident-command and mutual-aid procedures.

Brownsville's authorized operational use of a Grant-Funded Asset during an incident, training activity, exercise, or mutual-aid deployment shall not constitute a transfer of ownership or permanent custody.

D. Mutual-Aid Deployment

Grant-Funded Assets may accompany Harlingen or Brownsville personnel when participating in authorized mutual-aid responses outside the Parties' respective jurisdictions.

Such temporary deployment constitutes regional emergency-response use of the equipment and does not constitute a transfer, distribution, or permanent assignment of the Grant-Funded Assets to the jurisdiction receiving mutual-aid assistance.

No non-party organization will receive ownership, permanent custody, or direct allocation of a Grant-Funded Asset under this MOU.

E. Cost Share

The **City of Harlingen shall provide one hundred percent (100%) of the required non-federal cost share** associated with the FY 2025 AFG Regional Project.

The **City of Brownsville shall not be required to provide any portion of the required non-federal cost share**.

F. Final FEMA Award

The equipment quantities identified above reflect the equipment proposed under the FY 2025 AFG Regional Project.

Final equipment specifications, quantities, configurations, and costs shall conform to the equipment approved by FEMA. If FEMA approves a modification to the equipment package, the Parties may revise this Exhibit as necessary to conform to the final federal award.

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Martin Vega, Assistant Director of Land Development Services
Date:	Tuesday, September 1, 2026
Agenda #:	Consideration and **ACTION** to approve the contract with Borderless Studio LLC for the completion of the Southmost Corridor Study and related services to be rendered during the eight-month project period, in an amount not to exceed $169,995. (Planning & Redevelopment Services)

Summary:
The City of Brownsville will enter into a contract with Borderless Studio LLC. for the services rendered to prepare a focused planning and policy study for the Southmost area. The assignment will evaluate corridor conditions, community needs, and applicable regulations, and will produce implementation-ready recommendations to preserve neighborhood character while supporting compatible reinvestment, safer multimodal connectivity, and targeted public realm improvements. The consultant will work under the direction of the Planning & Redevelopment Department. City staff will supervise the project and coordinate internal review; the consultant will perform the technical analysis, engagement, and policy development. The name of the study is Southmost Area Corridor Study and Policy Initiative, and it will be funded with local, general funds.

Project Scope and Analysis:
Task 1. Project Initiation
Conduct a kickoff meeting, confirm the work plan and schedule, identify needed data, and coordinate with staff throughout the project. Deliverables: Work plan, schedule, monthly status updates.

Task 2. Existing Conditions Analysis
Document existing land use, zoning, development pattern, business activity, housing types, corridor character, mobility conditions, public facilities, transit conditions, pedestrian and bicycle connectivity, environmental conditions, and opportunities/constraints within the study area. Deliverables: Existing conditions memorandum, corridor maps, opportunities and constraints summary.

Task 3. Policy and Regulatory Review

Review applicable plans, current zoning, and relevant development standards to identify gaps, conflicts, and opportunities for more context-sensitive regulations. Deliverables: Policy and regulatory review memorandum, including how specific plans translate into aligned strategies in this study.

Task 4. Public Engagement
Conduct a targeted engagement process that includes stakeholder interviews, at least two public meetings or open houses, and one walk audit and/or corridor workshop. Engagement shall be accessible and responsive to the needs of residents, business owners, transit users, and older adults. Deliverables: Engagement plan, meeting materials, engagement summary.

Task 5. Vision and Corridor Framework
Prepare a concise vision and planning framework for the study area, including corridor-specific principles for neighborhood preservation, public realm improvements, multimodal mobility, and compatible reinvestment. Deliverables: Vision and framework memorandum.

Task 6. Transportation and Design Alternatives
Develop corridor-level concepts for sidewalks, crossings, bicycle facilities, bus stop enhancements, traffic calming, streetscape improvements, trail connections, shade, ADA access, and other public realm improvements. Deliverables: Corridor alternatives package, illustrative sections or concepts.

Task 7. Land Use and Economic Development Recommendations
Recommend land use and reinvestment strategies that support neighborhood-scale business activity, adaptive reuse, small commercial nodes where appropriate, and improved compatibility between residential and commercial areas. Deliverables: Land use and economic development recommendations memorandum.

Task 8. Environmental and Resiliency Strategies
Identify practical strategies related to tree planting, shade, heat mitigation, stormwater-sensitive design, low-maintenance public improvements, and animal-friendly amenities where appropriate. Deliverables: Environmental and resiliency summary.

Task 9. Overlay / Zoning Recommendations
Recommend an implementation tool or combination of tools, such as an overlay district, special area standards, or targeted UDC amendments. Recommendations shall address uses, setbacks, frontage, parking, landscaping, signage, buffering, adaptive reuse, and other context-sensitive development standards. Deliverables: Zoning strategy memorandum and draft code framework.

Task 10. Final Report and Implementation Strategy
Prepare a draft and final report that consolidates findings, recommendations, concept improvements, zoning direction, and implementation actions. The implementation strategy shall identify priority actions, responsible parties, and short-, medium-, and long-term steps. Deliverables: Draft report, final report, implementation matrix, presentation materials.

Funding:

Source: Local General Fund

Amount: $169,995.00

Local Contribution if Applicable: N/A

Recommendation:
Staff recommends approval.

Commission Pillar:
Planning & Zoning, Economic Development

Attachments:
1. Procurement Analysis 206-26-PLN-RFQ
2. 206-26-PLN-RFQ- Borderless Studio LLC - (legal)

PROCUREMENT ANALYSIS

Date: Thursday, August 13, 2026
To: Mr. John Cowen Jr., City Mayor
From: Mr. Alan Guard, Interim City Manager
CC: Mr. Damian Espinoza, Procurement Director
Mr. Daniel Leal, Planning & Redevelopment Director

Agenda Title:
Agenda Item for the City Commission meeting of Tuesday, September 1, 2026.
"Consideration and Action to Authorize a Contract with Borderless Studio LLC in the amount of $169,995.00 for Contract No. 206-26-PLN-RFQ, for a term of Eight (8) Months, for consulting services for the Southmost Area Corridor Study and Policy Initiative, (Planning and Redevelopment Department.)"

Executive Summary:

- Department: Planning and Redevelopment Department
- Procurement Method: RFQ
- Submittals Received: Three (3)
- Contract Number: 206-26-PLN-RFQ
- Vendor: Borderless Studio LLC
- Contract Amount: $169,995.00
- Term: Eight (8) Months from Issuance of the Notice to Proceed

Background:
The Planning and Redevelopment Department requested qualifications for professional planning services to conduct the Southmost Area Corridor Study and Policy Initiative. The study will evaluate existing conditions and community needs and develop actionable land use, redevelopment, zoning, mobility, and policy recommendations to guide future development and investment in the Southmost area.

Procurement Process:
The Procurement Department issued an RFQ in compliance with the Texas Local Government Code. The solicitation was advertised in the local newspaper and posted on the City's electronic bidding platform. Three (3) qualifications were received.

This procurement is governed by the following statute:

- **RFQ (Professional Services): Texas Government Code Chapter 2254 – Professional Services Procurement Act.**

Results:
Three firms submitted qualifications. The evaluation committee reviewed each submission based on qualifications, experience, and capacity to perform the work. Borderless Studio LLC ranked first overall, followed by Consor North America, Inc. and LEC Engineering, Inc. The qualifications scoring results are provided as Exhibit A.

Vendor Information:
Borderless Studio LLC
118 Broadway St Suite 607, San Antonio, TX 78205
Point of Contact: Paola Aguirre Serrano, Partner
Phone/Email: (773) 270-2195 | paola@borderless-studio.com

Exhibits & Supporting Documents:
- RFQ: Exhibit A – Evaluation Results (committee scoring).
- Exhibit B: Texas Ethics Commission Certificate of Interested Parties (Form 1295)

Recommendation:
The Procurement Department recommends that the City Commission authorize a contract with Borderless Studio LLC, the highest-ranked firm selected through Request for Qualifications No.20-26-PLN-RFQ, in a total amount not to exceed $169,995.00, for a term of eight (8) months.

Approval of this agenda item will authorize the full contract value.

Exhibit A

206-26-PLN-RFQ- Southmost Area Corridor Study and Policy Initiative

Scoring summary

	Total	B-1 - Qualifications, Abilities, and Reputation	B-2 - Quality of Proposed Services / Methodology	B-3 - Staffing and Key Personnel Availability	B-4 - Responsiveness of Proposal
Supplier	**/ 100 pts**	**/ 35 pts**	**/ 30 pts**	**/ 20 pts**	**/ 15 pts**
Borderless Studio	87.7	30.1	26.4	18	13.2
Consor North America, Inc.	86.8	30.8	25.8	17.6	12.6
LEC Engineering, Inc. d/b/a LOI ENGINEERS	86.8	30.1	25.8	18	12.9

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:
2026-1500819

Date Filed:
08/11/2026

Date Acknowledged:
08/11/2026

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

Borderless Studio, 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.

206-26-PLN-RFQ
Southmost Area Corridor Study and Policy Initiative

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Aguirre Serrano, Paola	San Antonio, TX United States	X	
Milam, Dennis	San Antonio, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

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

Contract Summary Form

Contract Number 206-26-PLN-RFQ

Procurement Info	
Procurement Method:	**IFB, RFP, RFQ**
New Contract:	**Yes ☒ No ☐**
Advertisement Dates, if any:	**April 11, 2026 and August 18, 2026**
Award Date:	
Contractor	
Vendor Name:	Borderless Studio LLC
Address:	118 Broadway St Suite 607, San Antonio, Texas ~~78206~~ 78205
Point of Contact / Project Manager*:	Paola Aguirre Serrano
Email Address:	paola@borderless-studio.com
City Contact Information	
Department:	**Planning & Redevelopment Services**
Point of Contact / Project Manager:	Daniel Leal
Email Address:	Daniel.Leal@brownsvilletx.gov
Contract Term	
Contract Amount:	$169,995.00
Contract Base/Primary Term:	Eight (8) months from the issuance of the Notice to Proceed
Renewal Periods (if any):	NA
Total Term of Contract:	Eight (8) Months
Important Contract Clauses	**Contract Term**
	Page 9
City Internal Use	
Signature Sections	**Signature Page: 7**
State or Federal Funds:	**Yes ☐ No ☒**
GL Account:	

CITY OF BROWNSVILLE CONTRACT AGREEMENT FOR SOUTHMOST AREA CORRIDOR STUDY AND POLICY INITIATIVE
206-26-PLN-RFQ

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 Borderless Studio LLC, 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/ Proposal, Compensation and Fees (Exhibit A)
        ii. Term of Agreement (Exhibit B)
        iii. Form 2 - Statement of Conflict of Interest (Exhibit C)
        iv. Insurance (Exhibit D)
        v. Form 3 – Texas Ethics Commission Certificate of Interested Parties 1295 (Exhibit E)

2. **Scope of Services**
    a. Contractor shall perform the Services under this agreement upon written request orders by CITY. Unless otherwise specified in a project request, Contractor and CITY agree that the scope of work is deemed to include preliminary considerations and prerequisites, and all tasks which are an integral and inseparable part of the work described in the Contract Documents or by separate written request.
    b. Contractor will perform such Services in a diligent and workmanlike manner consistent with industry standards.
    c. By signing this Agreement, Contractor represents that it has thoroughly reviewed the Contract Documents incorporated into this Agreement, including but not limited to "Exhibit A" Scope of services and that it accepts the description of the Work and the conditions under which the Work is to be performed and completed.

3. **Independent Contractor; Personnel**
    a. Contractor enters into this Agreement as, and shall continue to be, an independent Contractor. All Services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor, or any of Contractor's employees, look to CITY as his/her employer, or as a partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to CITY's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance, as well as any and all licenses and permits usual or necessary for conducting the Services. Contractor shall be responsible for paying all applicable local, state and federal taxes.
    b. Contractor represents and warrants to CITY that its employees performing Work hereunder will have sufficient expertise, training, licensure (if applicable) and experience to accomplish the Services.

4. **Term of Agreement.**

   a. The initial contract period shall commence upon approval by the City Commission and when executed by the City of Brownsville's Mayor or designee and shall end or be extended upon the terms specified in Contract Documents "Exhibit B". The term or any continuation of this Agreement shall be subject to both the appropriation and the availability of funds by CITY.

5. **Compensation**

   a. Contractor agrees that compensation for services shall be as specified in the Contract Documents "Exhibit 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. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided. Notwithstanding any provision of this Agreement to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the CITY's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by CITY.

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

   a. The Contractor shall exercise reasonable care and due diligence in discovering and promptly reporting to the City defects or deficiencies in the work of the Contractor or any subContractors or sub-Contractors reasonably observed during regular site visits.

7. **Ownership of Documents.**

   a. All documents prepared or furnished by the Contractor (and Contractor's subContractors or sub-Contractors) pursuant to this Agreement are instruments of service and shall become property of the City upon the termination of this Agreement. The Contractor is entitled to retain copies of all such documents.

8. **Insurance**

   a. The Contractor shall furnish proof of insurance requirements as specified in Contract Documents "Exhibit D". The coverage is to remain in force at all times during the contract period and the minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Brownsville, Texas, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

   b. The CITY shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

c. The Contractor's insurance must be provided by an A.M. Best's "A-"rated or better insurance company authorized to issue insurance policies in the State of Texas, subject to approval by the City of Brownsville Department of Safety and Risk Management. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

9. Termination

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

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

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

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

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

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

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

iii. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
iv. The non-performing party uses its best efforts to remedy its inability to perform.
v. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of sixty (60) days, provided that in extenuating circumstances, CITY may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

10. Materiality and Waiver of Breach.

a. CITY and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof. CITY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement

11. Indemnification.

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 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. *Assignment.* Contractor shall not assign any of Contractor's rights under this Agreement or delegate the performance of any of Contractor's duties hereunder, without the prior consent of CITY.

e. *Modification or Amendment.* No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

f. *Venue.* This Agreement and any and all matters arising directly or indirectly here from shall be governed by and construed and enforced in accordance with the Laws of the State of Texas, in the Federal and State Courts of Cameron County, Texas having jurisdiction. (b) If at any time there is a dispute between or among the Parties with respect to any matter arising directly or indirectly from this Agreement (an "Agreement Matter"), the Parties agree that, prior to seeking judicial remedy, they will engage in face-to-face negotiations in an attempt to resolve such dispute and shall, upon failing to negotiate a mutually-satisfactory resolution, choose a mutually agreeable neutral third party to mediate such dispute. Mediation shall be non-binding and shall be confidential.

g. *Notices.* Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively

made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to Contractor:	Borderless Studio LLC 118 Broadway St Suite 607 San Antonio, Texas 78205
If to CITY:	City of Brownsville 1001 E. Elizabeth St. Brownsville, Texas, 78521

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

h. *Entire Understanding.* This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

i. *Unenforceability of Provisions.* If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above.

CITY OF BROWNSVILLE	CONTRACTOR
Signature: _____	Signature: _____
Print Name: _____	Print Name: Paola Aguirre Serrano
Title: _____	Title: Principal-in-Charge
Date: _____	Date: August 11, 2026

APPROVED AS TO FORM

Alyssa J. Castillon
Assistant City Attorney

Southmost Area Corridor Study

FEE PROPOSAL
RFQ # 206-26-PLN-RFQ

FEE PROPOSAL DATED
17 JULY 2026

PREPARED FOR
CITY OF BROWNSVILLE

FEE PROPOSAL SUBMITTED BY

BORDERLESS STUDIO

WITH

COLLABO + NELSON NYGAARD + CODE STUDIO

July 17, 2026

City of Brownsville
Procurement Department

Dear Procurement Team,

Borderless Studio, in partnership with **Collabo Planning**, **Nelson\Nygaard**, and **Code Studio**, is pleased to submit the attached revised fixed-cost pricing proposal for the Southmost Area Corridor Study and Policy Initiative.

This revised proposal responds to the City's comments regarding scope, level of effort, and available professional services budget, as well as the scope alignment conversation held on Tuesday, July 14. Based on that discussion, we have restructured the work to more closely reflect the City's primary objectives: advancing land use, redevelopment, zoning, and policy recommendations that can help attract investment, guide future development, and support Southmost's participation in Brownsville's broader growth.

The revised scope maintains the overall intent of the RFQ while streamlining the level of effort. Project coordination will be conducted primarily virtually. Existing conditions work will rely on City-provided reports, studies, GIS data, and other background materials. Public engagement will be more targeted and supported by City staff where appropriate. Mobility, public infrastructure, environmental, and public realm considerations will remain part of the study, but at a planning and strategy level rather than as engineering or detailed design alternatives.

The proposal also places greater emphasis on an implementation-ready land use and zoning framework, including recommendations for an overlay district, targeted development standards, and related implementation tools. The final work product will be organized as a focused, actionable package that supports City decision-making, future investment, and potential adoption steps.

We appreciate the City's willingness to work with our team to refine the scope in a way that maintains the value and purpose of the study while aligning with available resources. Thank you again for the opportunity to continue moving forward in this process. We look forward to our continued collaboration with the City of Brownsville on this important effort.

Sincerely,



Paola Aguirre Serrano, AICP
Principal-in-Charge
Borderless Studio
paola@borderless-studio.com
Office: 773-270-2195

Timeline Overview

The revised schedule is organized as an eight-month process beginning at notice to proceed. The work plan is structured to maintain momentum through overlapping tasks, allowing project management, engagement, technical analysis, policy review, land use and zoning recommendations, and implementation planning to advance in parallel.

The first month will focus on project initiation, City coordination, data collection, schedule confirmation, and consultant team alignment. Existing conditions analysis and policy / regulatory review will begin shortly thereafter and continue through the first four months, establishing the technical foundation for the corridor recommendations.

Public engagement will occur throughout the process and will include stakeholder interviews, a baseline survey, two consultant-supported community meetings, one City-led community meeting and/or City-supported pop-ups, and a corridor walk audit / workshop. These activities are intended to create a focused feedback loop so that community priorities inform the corridor framework, land use recommendations, zoning / overlay strategy, and implementation plan.

Visioning and corridor framework development will occur during the middle of the project, followed by land use and economic development recommendations, planning-level transportation and public realm strategies, focused environmental and resiliency considerations, and zoning / overlay recommendations. These tasks will be coordinated so that mobility, land use, public realm, and regulatory strategies are developed as one integrated implementation framework.

The final two months will focus on preparing the draft report, confirming priorities with the City and community, refining recommendations, and completing the final report and implementation strategy. Planning Commission and City Council presentations may be coordinated during this period, as requested by the City.

The schedule is adaptable and may be refined with the City during contract negotiation to confirm review periods, meeting dates, and key milestones.

Community Engagement + Project Trips

- Trip 1 - Community Meeting #1 — Month 2-3
- Trip 2 - Community Meeting #2 — Month 5-6
- City Hosted - Community Meeting #3 and/or Pop-Ups (x3) — Month 6-7

Virtual Workshops

- Mobility Workshop #1 Existing Conditions + Priorities — Month 3-4
- Mobility Workshop #2 Draft Corridor Concepts / Toolbox Review — Month 5-6

Presentations (Optional) (In Person or Virtual)

- Present Zoning Recommendations to Planning Commission — Month 8
- Present Zoning Recommendations to City Council — Month 8

Project Kick-Off Meeting

Project kickoff is assumed to occur virtually unless the City requests an in-person kickoff.

Project Deliverables

- Existing Conditions Memorandum
- Policy + Regulatory Review Memorandum
- Vision + Corridor Framework Memorandum
- Land Use + Economic Development Memorandum
- Zoning Strategy Memorandum + Draft Code Framework
- Final Report + Implementation Strategy

Deliverables Moved to be included with Final Report

- Engagement Summary
- Transportation + Design Alternatives Package
- Environmental + Resiliency Summary

Project Timeline

PHASE	TASK DESCRIPTION	MONTHS	8/26 1	9/26 2	10/26 3	11/26 4	12/26 5	1/27 6	2/27 7	3/27 8	BORDERLESS	COLLABO	NELSON/NYGAA	CODE STUDIO
	(L) Lead (C) Contributor (S) Support (R) Review													
TASK 1 - PROJECT INITIATION + SET UP + RECURRING MEETINGS(1-MONTH)			1								(L)	(S)	(S)	(S)
Task 1.1	Kick-off project coordination meeting (core planning team and City staff))													
Task 1.2	Agreement finalization/Departmental Coordination/Timeline Refinement													
Task 1.3	Set up project shared digital storage, communication protocols, and PM tools													
Task 1.4	Data request and compilation													
Task 1.5	Stakeholder mapping and identification of key community partners													
Task 1.6	Develop Project Management Plan													
Task 1.7	Monthly check-in meetings													
TASK 2 - EXISTING CONDITIONS ANALYSIS (4-MONTHS)			1	2	3	4					(L)	(S)	(S)	(C)
Task 2.1	Review existing plans, studies, and regulatory documents													
Task 2.2	Land use, zoning, and development patterns													
Task 2.3	Business activity and economic context													
Task 2.4	Housing types and residential patterns													
Task 2.5	Corridor character and context													
Task 2.6	Mobility assessment (vehicular, transit, pedestrian, bicycle systems)													
TASK 2.6A	Virtual Mobility Workshop #1 – Existing Conditions + Priorities				WORKSHOP									
Task 2.7	Public facilities and community assets													
Task 2.8	Environmental conditions													
Task 2.9	~~Conduct Site visit~~ (MOVE INTO TASK 4.4)													
Task 2.10	Develop Opportunities and Constraints Analysis													
Task 2.11	Prepare Existing Conditions Memorandum													
TASK 3 - POLICY + REGULATORY REVIEW (4 MONTHS)			1	2	3	4					(C)	(S)		(L)
Task 3.1	Evaluate development standards and regulatory frameworks													
Task 3.2	Benchmark peer city approaches (targeted precedents)													
Task 3.3	Align policy findings with corridor-specific needs													
Task 3.4	Prepare Policy + Regulatory Review Memorandum													
TASK 4 - LISTENING + LEARNING / PUBLIC ENGAGEMENT (8 MONTHS)			1	2	3	4	5	6	7	8	(C)	(L)		(R)
Task 4.1	Develop Community Engagement Plan													
Task 4.2	Conduct stakeholder interviews (community leaders, businesses, agencies)													
Task 4.3	Develop and Implement Community Survey (Baseline)													
Task 4.4	Community Meeting #1 (Listening + Visioning) (3 People)			TRIP # 1										
Task 4.5	Conduct corridor walk audit / workshop													
Task 4.6	Community Meeting #2 (Concept Review) (2 People)						TRIP # 2							
Task 4.7	City Led Community pop-ups Design and Development (x3)							POP-UPS x3						
Task 4.8	~~Community Meeting #3 (Draft Plan)~~													
Task 4.9	~~Prepare Engagement Summary~~ (MOVE TO FINAL REPORT)													
TASK 5 - VISION + CORRIDOR FRAMEWORK (4 MONTHS)					1	2	3	4			(L)	(S)	(R)	(S)
Task 5.1	Develop corridor vision and guiding principles													
Task 5.2	Define neighborhood preservation + reinvestment framework													
Task 5.3	Establish public realm and placemaking strategies													
Task 5.4	Integrate multimodal mobility framework													
Task 5.5	Develop corridor typologies													
Task 5.6	Prepare Vision + Corridor Framework Memorandum													
TASK 6 - TRANSPORTATION + DESIGN ALTERNATIVES (4 MONTHS)						1	2	3	4		(L)	(R)	(S)	(R)
Task 6.1	Identify key strategies, projects and toolbox of improvements													
Task 6.2	Prepare draft concepts for each corridor													
Task 6.2A	Virtual Mobility Workshop #2 – Draft Corridor Concepts / Toolbox Review						WORKSHOP							
Task 6.3	~~Finalize Corridor Package (illustrative sections)~~ (MOVE TO FINAL REPORT)													
TASK 7 - LAND USE + ECONOMIC DEVELOPMENT (4 MONTHS)						1	2	3	4		(L)	(S)	(S)	(C)
Task 7.1	Assess development patterns and reinvestment opportunities													
Task 7.2	Identify neighborhood-scale commercial nodes													
Task 7.3	Develop land use recommendations													
Task 7.4	Prepare Land Use + Economic Development Memorandum													
TASK 8 -ENVIRONMENTAL + RESILIENCY STRATEGIES (4 MONTHS)						1	2				(L)	(S)	(S)	(S)
Task 8.1	Develop environment and resiliency strategies													
Task 8.2	~~Prepare Environmental + Resiliency Summary~~ (MOVE TO FINAL REPORT)													
TASK 9 - OVERLAY / ZONING RECOMMENDATIONS (3 MONTHS)						1	2	3			(C)	(S)	(S)	(L)
Task 9.1	Define zoning and overlay strategy approach													
Task 9.2	Develop recommended development standards													
Task 9.3	Prepare Zoning Strategy Memorandum + Draft Code Framework													
TASK 10 - FINAL REPORT + IMPLEMENTATION STRATEGY (3 MONTHS)									1	2	(L)	(S)	(S)	(S)
Task 10.1	~~Draft report~~													
Task 10.2	Develop implementation strategy and recommendations													
Task 10.3	Develop funding and phasing considerations													
Task 10.4	Zoning Presentation to Planning Commission (OPTIONAL) (2 People)								PRESENT					
Task 10.5	Zoning Presentation to City Council (OPTIONAL) (2 People)								PRESENT					
Task 10.6	Final Report													

Project Cost Summary

In conversation with the City of Brownsville procurement team Borderless Studio proposes a total fixed fee, shown below, for the Southmost Area Corridor Study and Policy Initiative.

This amount includes professional services for the full consultant team, Borderless Studio, Collabo Planning, Nelson\Nygaard, and Code Studio, as well as a capped expenses budget.

The proposed fee is based on the scope of work developed from the RFQ, an eight-month project schedule, and the anticipated level of effort required to complete the study's major tasks, including project management, existing conditions analysis, public engagement, vision and corridor framework development, transportation and design alternatives, land use and economic development recommendations, environmental and resiliency strategies, zoning / overlay recommendations, and final report preparation.

The total not-to-exceed contract amount, inclusive of professional services and all project-related expenses, is $169,995.

Project-related expenses, including travel, printing, materials, and meeting-related costs, are included within the total fixed fee and will not be billed separately to the City. The consultant team has capped these expenses at $6,000 and will manage them within the total contract amount.

No additional reimbursable expenses will be requested without prior written authorization from the City.

Billing will be issued monthly based on percentage of scheduled completion.

If necessary a secondary scope alignment conversation with the City prior to finalizing the agreement is welcome.

SUMMARY BUDGET PROPOSAL

SERVICES FEE BY TASK

Task 1 - Project Initiation + Set Up + Recurring Meetings	$ 9,130
Task 2 - Existing Conditions Analysis	$ 24,405
Task 3 - Policy + Regulatory Review	$ 9,465
Task 4 - Listening + Learning / Public Engagement	$ 28,960
Task 5 - Vision + Corridor Framework	$ 22,275
Task 6 - Transportation + Design Alternatives	$ 22,985
Task 7 - Land Use + Economic Development	$ 19,620
Task 8 -Environmental + Resiliency Strategies	$ 4,795
Task 9 - Overlay / Zoning Recommendations	$ 15,380
Task 10 - Final Report + Implementation Strategy	$ 12,980
TOTAL	$ 169,995

SERVICES FEE BY FIRM

Borderless Studio	$ 104,750
Collabo Planning	$ 12,775
Nelson\Nygaard	$ 10,035
Code Studio	$ 42,435
TOTAL	$ 169,995

EXPENSES CAP

Travel, Printing and Materials capped at:	$ 6,000

FEE ASSUMPTIONS

- Eight-month schedule from notice to proceed.
- Kickoff and monthly check-ins are to be virtual.
- Design outcomes are planning-level concepts, not engineering documents.
- No civil engineering, extensive traffic modeling, surveying, or signed/sealed drawings.
- Zoning scope includes planning-level regulatory recommendations and draft zoning framework, including proposed district metrics and allowed uses.
- Adoption ready zoning ordinance to be provided for City Staff review and initial presentation to Planning Commission and City Council, if deemed necessary.
- Extended adoption support are additional services.

		BORDERLESS				COLLABO			NELSON/NYGAARD			CODE STUDIO								
		Principal	Planner Designer II	Planner Designer I	Administrative + GMC	Principal	Associate	Planner Designer I	Principal	Associate Principal	Senior Associate	Principal	Associate	HOURS Subtotal	Services Subtotal	Trip #	Capped Expenses	Task / Phase Subtotal	Percent of Task Phase	Percent of Project
PHASE	TASK DESCRIPTION	$215	$150	$120	$85	$185	$145	$75	$255	$225	$195	$225	$135							
TASK 1 - PROJECT INITIATION + SET UP + RECURRING MEETINGS(1-MONTH)		14	18	1	5	2	0	0	1	0	0	10	0	51	$9,130		0	$9,130		5.37%
			$6,255				$370			$255			$2,250							
Task 1.1	Kick-off project coordination meeting (core planning team and City staff))	1	2	0		1	0	0	0	0		1		5	$925				10.13%	0.54%
Task 1.2	Agreement finalization/Departmental Coordination/Timeline Refinement	2	0		0	1			1	0		1		5	$1,095				11.99%	0.64%
Task 1.3	Set up project shared digital storage, communication protocols, and PM tools		0		1									1	$85				0.93%	0.05%
Task 1.4	Data request and compilation		2	1							0	0	0	3	$420				4.60%	0.25%
Task 1.5	Stakeholder mapping and identification of key community partners	1	4	0			0							5	$815				8.93%	0.48%
Task 1.6	Develop Project Management Plan	2	2		0	0			0	0		0		4	$730				8.00%	0.43%
Task 1.7	Monthly check-in meetings	8	8	0	4	0	0	0		0	0	8	0	28	$5,060				55.42%	2.98%
TASK 2 - EXISTING CONDITIONS ANALYSIS (4-MONTHS)		10	27	38	1	0	0	0	0	10	10	26	26	148	$24,405		$0	$24,405		14.36%
			$10,845				$0			$4,200			$9,360							
Task 2.1	Review existing plans, studies, and regulatory documents	1	4							2	2	4	4	17	$3,095				12.68%	1.82%
Task 2.2	Land use, zoning, and development patterns		4	2								4	8	18	$2,820				11.56%	1.66%
Task 2.3	Business activity and economic context		1	2										3	$390				1.60%	0.23%
Task 2.4	Housing types and residential patterns	1	2	8								4	8	23	$3,455				14.16%	2.03%
Task 2.5	Corridor character and context	1	4	8						2	2	4	2	23	$3,785				15.51%	2.23%
Task 2.6	Mobility assessment (vehicular, transit, pedestrian, bicycle systems)	1	0	4						2	2			9	$1,535				6.29%	0.90%
TASK 2.6A	Virtual Mobility Workshop #1 - Existing Conditions + Priorities	2	2							4	4	2		14	$2,860				11.72%	1.68%
Task 2.7	Public facilities and community assets	1	2	4										7	$995				4.08%	0.59%
Task 2.8	Environmental conditions	1	2	4						0	0			7	$995				4.08%	0.59%
Task 2.9	~~Conduct Site visit~~ (MOVE INTO TASK 4.4)	0	0		0	0	0	0		0	0	0		0	$0	~~TRIP~~	$0		0.00%	0.00%
Task 2.10	Develop Opportunities and Constraints Analysis	1	2			0	0		0	0	0	4		7	$1,415				5.80%	0.83%
Task 2.11	Prepare Existing Conditions Memorandum	1	4	6	1				0	0	0	4	4	20	$3,060				12.54%	1.80%
TASK 3 - POLICY + REGULATORY REVIEW (4 MONTHS)		5	10	14	2	0	0	0	0	0	0	8	24	63	$9,465		$0	$9,465		5.57%
			$4,425				$0			$0			$5,040							
Task 3.1	Evaluate development standards and regulatory frameworks	1	2									2	8	13	$2,045				21.61%	1.20%
Task 3.2	Benchmark peer city approaches (targeted precedents)	2	4	8								2	4	20	$2,980				31.48%	1.75%
Task 3.3	Align policy findings with corridor-specific needs	1	2	6							0	2	4	15	$2,225				23.51%	1.31%
Task 3.4	Prepare Policy + Regulatory Review Memorandum	1	2		2	0					0	2	8	15	$2,215				23.40%	1.30%
TASK 4 - LISTENING + LEARNING / PUBLIC ENGAGEMENT (9 MONTHS)		19	46	24	4	7	68	0	0	0	0	16	0	184	$28,960		$3,900	$28,960		17.04%
			$14,205				$11,155			$0			$3,600							
Task 4.1	Develop Community Engagement Plan	1	0		0	2	8				0			11	$1,745				6.03%	1.03%
Task 4.2	Conduct stakeholder interviews (community leaders, businesses, agencies)	2	4			2	12	0						20	$3,140				10.84%	1.85%
Task 4.3	Develop and Implement Community Survey (Baseline)		2			2	8	0						12	$1,830				6.32%	1.08%
Task 4.4	Community Meeting #1 (Listening + Visioning) (3 People)	8	16		0		16	0				16		56	$10,040	TRIP # 1	$2,382		34.67%	5.91%
Task 4.5	Conduct corridor walk audit / workshop		4	8			0	0		0	0			12	$1,560				5.39%	0.92%
Task 4.6	Community Meeting #2 (Concept Review) (2 People)	8	16	0	0		16	0		0	0			40	$6,440	TRIP # 2	$1,518		22.24%	3.79%
Task 4.7	City Led Community pop-ups Design and Development (x3)		4	16	4	1	8							33	$4,205	~~TRIP~~	$0		14.52%	2.47%
Task 4.8	~~Community Meeting #3 (Draft Plan)~~	0	0	0	0		0	0		0	0	0		0	$0	~~TRIP~~	$0		0.00%	0.00%
Task 4.9	~~Prepare Engagement Summary~~ (MOVE TO FINAL REPORT)	0	0	0	0	0	0	0						0	$0				0.00%	0.00%
TASK 5 - VISION + CORRIDOR FRAMEWORK (4 MONTHS)		14	50	76	2	0	0	0	0	0	0	5	10	157	$22,275		$0	$22,275		13.10%
			$19,800				$0			$0			$2,475							
Task 5.1	Develop corridor vision and guiding principles	8	16	24		0	0	0			0	1	2	51	$7,495				33.65%	4.41%
Task 5.2	Define neighborhood preservation + reinvestment framework	1	12	8		0	0	0				1	2	24	$3,470				15.58%	2.04%
Task 5.3	Establish public realm and placemaking strategies	1	2	12		0	0	0				1	2	18	$2,450				11.00%	1.44%
Task 5.4	Integrate multimodal mobility framework	2	4	8		0	0			0	0			14	$1,990				8.93%	1.17%
Task 5.5	Develop corridor typologies	1	12	16		0	0			0	0	1	2	32	$4,430				19.89%	2.61%
Task 5.6	Prepare Vision + Corridor Framework Memorandum	1	4	8	2	0	0				0	1	2	18	$2,440				10.95%	1.44%
TASK 6 - TRANSPORTATION + DESIGN ALTERNATIVES (4 MONTHS)		7	36	80	0	0	0	0	0	4	24	4	0	155	$22,985		$0	$22,985		13.52%
			$16,505				$0			$5,580			$900							
Task 6.1	Identify key strategies, projects and toolbox of improvements	2	4	12		0	0			2	12			32	$5,260				22.88%	3.09%
Task 6.2	Prepare draft concepts for each corridor	4	30	60		0	0			0	0	2	0	96	$13,010				56.60%	7.65%
Task 6.2A	Virtual Mobility Workshop #2 - Draft Corridor Concepts / Toolbox Review	1	2	8						2	12	2		27	$4,715					
Task 6.3	~~Finalize Corridor Package (illustrative sections)~~ (MOVE TO FINAL REPORT)	0	0	0	0	0	0			0	0	0	0	0	$0				0.00%	0.00%
TASK 7 - LAND USE + ECONOMIC DEVELOPMENT (4 MONTHS)		8	36	72	2	0	0	0	0	0	0	8	14	140	$19,620		$0	$19,620		11.54%
			$15,930				$0			$0			$3,690							
Task 7.1	Assess development patterns and reinvestment opportunities	2	8	16								2	2	30	$4,270				21.76%	2.51%
Task 7.2	Identify neighborhood-scale commercial nodes	2	12	24								2	2	42	$5,830				29.71%	3.43%
Task 7.3	Develop land use recommendations	2	12	24								2	6	46	$6,370				32.47%	3.75%
Task 7.4	Prepare Land Use + Economic Development Memorandum	2	4	8	2							2	4	22	$3,150				16.06%	1.85%
TASK 8 -ENVIRONMENTAL + RESILIENCY STRATEGIES (4 MONTHS)		5	12	16	0	0	0	0	0	0	0	0	0	33	$4,795		$0	$4,795		2.82%
			$4,795				$0			$0			$0							
Task 8.1	Develop environment and resiliency strategies (integrate as considerations, not	5	12	16	0	0	0			0	0			33	$4,795				100.00%	2.82%
Task 8.2	~~Prepare Environmental + Resiliency Summary~~ (MOVE TO FINAL REPORT)	0	0	0	0				0	0	0			0	$0				0.00%	0.00%
TASK 9 - OVERLAY / ZONING RECOMMENDATIONS (3 MONTHS)		6	12	8	2	0	0	0	0	0	0	16	56	100	$15,380		$0	$15,380		9.05%
			$4,220				$0			$0			$11,160							
Task 9.1	Define zoning and overlay strategy approach	2	4									4	8	18	$3,010				19.57%	1.77%
Task 9.2	Develop recommended development standards	2	4									4	8	18	$3,010				19.57%	1.77%
Task 9.3	Prepare Zoning Strategy Memorandum + Draft Code Framework	2	4	8	2	0	0				0	8	40	64	$9,360				60.86%	5.51%
TASK 10 - FINAL REPORT + IMPLEMENTATION STRATEGY (3 MONTHS)		8	12	34	2	2	4	4	0	0	0	8	16	90	$12,980		$1,727	$12,980		7.64%
			$7,770				$1,260			$0			$3,960							
Task 10.1	~~Draft report~~	0	0	0	0	0	0	0				0	0	0	$0				0.00%	0.00%
Task 10.2	Develop implementation strategy and recommendations	2	4	0		0	0	0	0	0	0	2	4	12	$2,020				15.56%	1.19%
Task 10.3	Develop funding and phasing considerations	2	4	0		0	0			0	0			6	$1,030				7.94%	0.61%
Task 10.4	Zoning Presentation to Planning Commission (OPTIONAL) (2 People)	1		2								2	4	9	$1,445	OPT. PRESENT	$864		11.13%	0.85%
Task 10.5	Zoning Presentation to City Council (OPTIONAL) (2 People)	1		2								2	4	9	$1,445	OPT. PRESENT	$864		11.13%	0.85%
Task 10.6	Final Report	2	4	30	2	2	4	4	0		0	2	4	54	$7,040				54.24%	4.14%
	% Time Allocation per Project Duration (9 Months | 1,550 Hours)	6.2%	16.7%	23.4%	1.3%	0.7%	4.6%	0.3%	0.1%	0.9%	2.2%	6.5%	9.4%							
	Hours	96	259	363	20	11	72	4	1	14	34	101	146	1,121	-					
		8.56%	23.10%	32.38%	1.78%	0.98%	6.42%	0.36%	0.09%	1.25%	3.03%	9.01%	13.02%	100.00%						
	Subtotal	$20,640	$38,850	$43,560	$1,700	$2,035	$10,440	$300	$255	$3,150	$6,630	$22,725	$19,710	-	$169,995	-	$5,627	$169,995	100.00%	100.00%
	Capped Expenses																$5,627			
	Total		$104,750				$12,775			$10,035			$42,435	1,121	$169,995	-	$5,627	$169,995		100.00%

NEW TASK

REDUCED HOURS OR NUMBER OF PARTICIPANTS TO ALIGN FEE

"EXHIBIT B" – Contract Term

Contract Term: The Contract shall commence upon approval by the City Commission and issuance of a written Notice to Proceed by the City and shall remain in effect until completion and acceptance of all required services and deliverables, but no later than eight (8) months from the date of the Notice to Proceed, unless extended by written agreement of the parties or terminated earlier in accordance with the Contract.

Renewal Periods: There are no renewal periods under this Contract.

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: Paola Aguirre Serrano

Title: Principal-in-Charge

Date: April 30, 2026

Company Name: Borderless Studio LLC

Phone: 773-270-2195

Email: paola@borderless-studio.com

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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.

"EXHIBIT D"

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

Exhibit E

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: Paola Aguirre Serrano

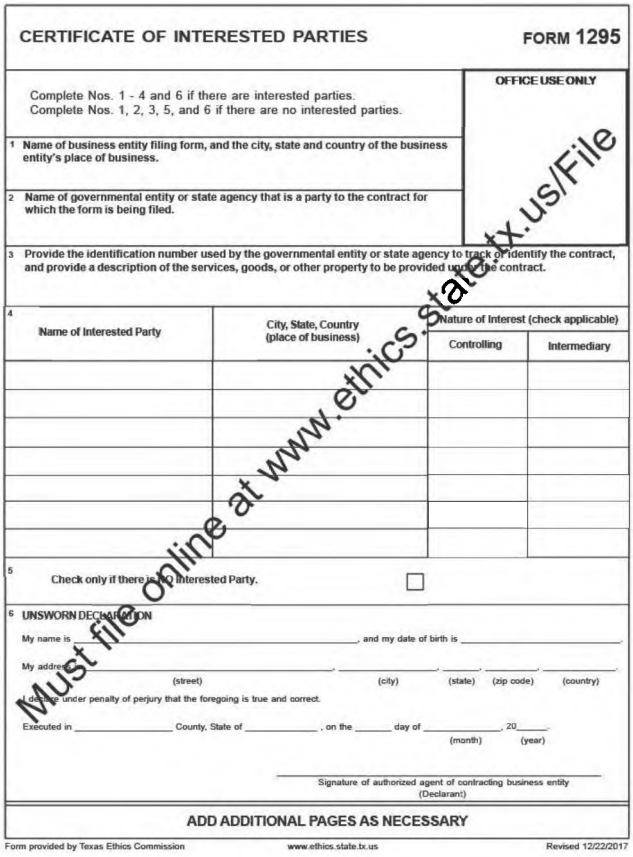
Title: Principal-in-Charge

Date: April 30, 2026

Company Name: Borderless Studio LLC

Phone: 773-270-2195

Email: paola@borderless-studio.com



CERTIFICATE OF INTERESTED PARTIES — FORM 1295

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

OFFICE USE ONLY

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

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

Executed in _____ County, State of _____, on the _____ day of _____, 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:
2026-1500819

Date Filed:
08/11/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Borderless Studio, 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.
206-26-PLN-RFQ
Southmost Area Corridor Study and Policy Initiative

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Aguirre Serrano, Paola	San Antonio, TX United States	X	
Milam, Dennis	San Antonio, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Paola Aguirre Serrano, and my date of birth is May 19, 1983.

My address is 118 Broadway, Suite 607, San Antonio (city), TX (state), 78205 (zip code), USA (country).

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

Executed in Bexar County, State of Texas, on the 11 day of August (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:
2026-1500819

Date Filed:
08/11/2026

Date Acknowledged:
08/11/2026

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

Borderless Studio, 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.

206-26-PLN-RFQ
Southmost Area Corridor Study and Policy Initiative

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Aguirre Serrano, Paola	San Antonio, TX United States	X	
Milam, Dennis	San Antonio, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

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

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Jorge Cardenas, Chief Information Officer
Date:	Tuesday, September 1, 2026
Agenda #:	Consideration and **ACTION** to approve the purchase of Information Technology (IT) network hardware, wireless equipment, software, licensing, and related services from SHI Government Solutions, Inc. for the Cummings Building in an amount not to exceed $129,571.85, as budgeted. (Information Technology)

Summary:
The Information Technology Department is requesting approval to purchase the technology infrastructure necessary to support City departments that will be relocating to the Cummings Building.

As employees move into the facility, they will require secure and reliable access to the City's network, internet, applications, phones, wireless services, printers, and other technology resources needed to perform their daily responsibilities and provide services to the public.

The proposed purchase, totaling **$129,571.85**, will provide the core technology infrastructure necessary to make the Cummings Building operational for City staff.

Project Scope and Analysis:
Several City departments are scheduled to relocate to the Cummings Building. Before employees can begin operating effectively from the facility, the City must establish the technology infrastructure necessary to connect the building to City systems and provide employees with reliable wired and wireless connectivity.

The proposed equipment will establish the technology foundation for the facility and includes:

- Network switches that will connect computers, phones, printers, cameras, and other City devices.
- A network router that will securely connect the Cummings Building to the City's network and technology resources.

- Wireless access points that will provide Wi-Fi coverage throughout the areas being occupied by City departments.
- Backup power equipment that will protect critical network equipment from power interruptions and fluctuations.
- Network racks and power distribution equipment necessary to securely house and operate the technology.
- Three-year software licensing, monitoring, maintenance, and technical support for the network infrastructure.

This equipment is not simply an upgrade to existing technology. **It is part of the basic infrastructure required for City employees to operate from the Cummings Building.**

Once installed, employees relocating to the facility will be able to securely access City applications, shared systems, internet services, communications platforms, and other technology resources required to conduct City business.

Why This Purchase Is Needed:

Modern City operations depend heavily on technology. Employees require access to City systems and communications in much the same way a building requires electricity, water, and other basic utilities.

Preparing office space without installing the necessary network infrastructure would result in departments moving into a facility without the technology required to perform their work.

Approval of this purchase will allow Information Technology to prepare the Cummings Building in coordination with the planned relocation of City departments and provide employees with a secure, reliable, and properly supported technology environment.

The equipment will also provide sufficient network capacity and wireless coverage to support current operations while creating infrastructure capable of supporting additional technology needs as use of the facility grows.

Impact if Purchase Is Not Approved:

If the equipment is not purchased and installed, the City will not have the network infrastructure necessary to fully support employees relocating to the Cummings Building.

This could result in:

- Delays in relocating City departments and employees into the facility.
- Limited or unavailable access to City applications and network resources.
- Insufficient Wi-Fi and wired network connectivity.
- Inability to reliably operate City computers, phones, printers, and other connected equipment.
- Increased risk of service interruptions due to inadequate network and backup power infrastructure.
- Reduced employee productivity and potential disruptions to services provided to residents.

- Additional costs or delays if temporary technology solutions are required while permanent infrastructure is procured.

For these reasons, the IT infrastructure should be considered an essential component of preparing the Cummings Building for City occupancy.

Funding:

Source: 69-9110-848-069

Amount: $129,571.85

Local Contribution if Applicable:

Recommendation:

The Information Technology Department recommends that the Mayor and City Commission approve the purchase of IT network hardware, wireless equipment, software, licensing, support, and related services from **SHI Government Solutions, Inc. in an amount not to exceed $129,571.85, as budgeted.**

Approval will allow the City to establish the technology infrastructure required for departments relocating to the Cummings Building and ensure employees have secure and reliable access to the systems and resources necessary to perform their responsibilities and continue providing City services.

Commission Pillar:

Quality of Life & Vibrancy, Governance

Attachments:

1. Procurement Analysis 343-26-IT-CP 1 (1)
2. SHI Quote-27884299 (1)
3. 343-26-IT-CP-SHI Government Solutions Inc. (Legal) 2 (2)

PROCUREMENT ANALYSIS

Date: Monday, August 24, 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, September 1, 2026.
"Consideration and Action to Authorize a Contract with SHI Government Solutions, Inc. in the amount not to exceed $129,571.85 for Contract No.343-26-IT-CP, for a total term of three (3) years, for the purchase of network and power infrastructure equipment and associated three-year licensing for the Cummings Location (IT Department)."

Executive Summary:

- Department: IT Department
- Exemption Type: Cooperative Purchase Exemption
- Contract Number: 343-26-IT-CP
- Vendor: SHI Government Solutions, Inc.
- Contract Amount: Not to exceed $129,571.85
- Base Term: Three (3) Years
- Renewal Periods: NA
- Total Term: Potential three (3) years

Background:
The Information Technology Department identified the need to procure network and power infrastructure equipment to prepare the Cummings location for use by City staff. The purchase includes power and rack equipment, network switches, routers, wireless access points, and associated licensing and technical support necessary to provide reliable network connectivity and support City operations at the facility. **The agreement will be for a term of three (3) years.**

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 SHI Government Solutions Inc. is an actively awarded vendor under the Cooperative.

Vendor Information:
SHI Government Solutions, Inc.
290 Davidson Ave, Somerset, NJ 08873
Point of Contact: – Monica Espinoza – Account Executive
Phone/Email: 732-652-0247 / Monica_Espinoza@SHI.com

Exhibits & Supporting Documents:

- Exhibit A – Vendor Proposal Quote #27884299
- Exhibit B- DIR Cooperative Contract #DIR-CPO-5347 and DIR-CPO-5094

Recommendation:
The Procurement Department recommends that the City Commission authorize a contract with **SHI Government Solutions, Inc.** under DIR Cooperative Agreement by Texas Local Gov't Code §271.102.

Exhibit A

Pricing Proposal
Quotation #: 27884299
Created On: 8/20/2026
Valid Until: 9/2/2026

TX-City of Brownsville

Gustavo Ramirez
1150 E. Adams Street
1st Floor/25595691
Brownsville, TX 78520
United States
Phone: (956) 597-4553
Email: Gustavo.Ramirez@BrownsvilleTX.gov

Sr. Client Solutions Manager

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

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	CyberPower Basic PDU Series CPS1215RM - Power distribution unit (rack-mountable) - AC 120 V - input: NEMA 5-15 - output connectors: 10 (NEMA 5-15) - 1U CyberPower - Part#: CPS1215RM Contract Name: Product, Services and Related Services Contract #: DIR-CPO-5094	2	$66.00	$132.00
2	SmartConnect Standard Plan - Subscription license (3 years) - for P/N: SMT1500CNC, SMT750RM2UCNC, SMTL2K2RM2UCLNC, SRTL2K2RM1UWC, SRTL3KRM1UIC, SRTL3KRM1UWC APC by Schneider Electric - Part#: ERWPMON1-3Y-DIGI Contract Name: Product, Services and Related Services Contract #: DIR-CPO-5094	5	$66.00	$330.00
3	APC Smart-UPS SMT3000RM2UC - UPS (rack-mountable) - AC 110/120/127 V - 2.7 kW - 3000 VA - RS-232, USB - output connectors: 10 - Canada, United States - black - with APC SmartConnect APC by Schneider Electric - Part#: SMT3000RM2UC Contract Name: Product, Services and Related Services Contract #: DIR-CPO-5094	5	$2,241.00	$11,205.00
4	APC NetShelter - Rack - wall mountable - 12U - 19" - for P/N: SC500RM1U, SMT1000RM1U, SMT1500RM2UCNC, SMT750RM1U, SMT750RM2UCNC APC by Schneider Electric - Part#: AR112SM Contract Name: Product, Services and Related Services Contract #: DIR-CPO-5094	1	$1,107.00	$1,107.00
5	Catalyst 9200L 48-port PoE+, 4 x 10G, Network Advantage Cisco Systems - Part#: C9200L-48P-4X-A	6	$6,485.86	$38,915.16

	Contract Name: TX DIR – Cisco Branded Products & Related Services Contract #: DIR-CPO-5347			
6	SNTC-8X5XNBD Catalyst 9200L 48-port PoE+, 4 x 10G, Ne Cisco Systems - Part#: CON-SNT-C920L48P Contract Name: TX DIR – Cisco Branded Products & Related Services Contract #: DIR-CPO-5347	6	$1,385.33	$8,311.98
7	C9200L Cisco DNA Advantage, 48-port, 3 Year Term license Cisco Systems - Part#: C9200L-DNA-A-48-3Y Contract Name: TX DIR – Cisco Branded Products & Related Services Contract #: DIR-CPO-5347	6	$2,718.23	$16,309.38
8	Cisco Catalyst 9200L Stack Module Cisco Systems - Part#: C9200L-STACK-KIT Contract Name: TX DIR – Cisco Branded Products & Related Services Contract #: DIR-CPO-5347	6	$837.04	$5,022.24
9	Cisco Catalyst C8200-1N-4T Router Cisco Systems - Part#: C8200-1N-4T Contract Name: TX DIR – Cisco Branded Products & Related Services Contract #: DIR-CPO-5347	1	$2,440.32	$2,440.32
10	SNTC-8X5XNBD Cisco Catalyst C8200 Cisco Systems - Part#: CON-SNT-C82001N4 Contract Name: TX DIR – Cisco Branded Products & Related Services Contract #: DIR-CPO-5347	1	$1,108.99	$1,108.99
11	Cisco C8200 1RU AC 150W PoE Power supply Cisco Systems - Part#: PWR-CC1-150WAC Contract Name: TX DIR – Cisco Branded Products & Related Services Contract #: DIR-CPO-5347	1	$894.70	$894.70
12	Cisco DNA Advantage On-Prem Lic 3Y - upto 1G (Aggr, 2G) Cisco Systems - Part#: DNA-P-T2-A-3Y Contract Name: TX DIR – Cisco Branded Products & Related Services Contract #: DIR-CPO-5347	1	$7,680.71	$7,680.71
13	Cisco Wireless 9176I(W7,3 radio,3 band 4x4,UWB),Global Cisco Systems - Part#: CW9176I-CFG Contract Name: TX DIR – Cisco Branded Products & Related Services Contract #: DIR-CPO-5347	11	$1,296.32	$14,259.52
14	Meraki MR Advanced License and Support, 3YR Cisco Systems - Part#: LIC-MR-ADV-3Y Contract Name: TX DIR – Cisco Branded Products & Related Services Contract #: DIR-CPO-5347	11	$458.79	$5,046.69
15	Cisco Config 5 Secondary Power Supply - Power supply - hot-plug / redundant (plug-in module) - AC 100-240 V - 1000 Watt - for P/N: C9200-48P-A, C9200-48P-E, C9200-48P-EDU, C9200L-48P-4G-A=, C9200L-48P-4G-EDU Cisco Systems - Part#: PWR-C5-1KWAC/2	6	$2,801.36	$16,808.16

Contract Name: TX DIR – Cisco Branded Products & Related Services
Contract #: DIR-CPO-5347

Total	$129,571.85

Additional Comments

Please send your Purchase Orders to SouthTexasGOV@SHI.com .

Cisco's Terms and Conditions apply to all hardware, software, cloud services, subscriptions, technical support and maintenance included in a Cisco offer.

Due to the potential impact of any current or future tariffs, the price and availability of hardware items on this quote may be subject to change.

Cisco Terms and Conditions apply to all hardware, software, cloud services, subscriptions, technical support and maintenance included in a Cisco offer.

Due to ongoing global component shortages affecting memory, storage, and other critical hardware, OEMs have implemented updated policies allowing for price adjustments up until the time of shipment. Accordingly, quoted prices and lead times are subject to change prior to shipment. We remain committed to keeping you informed of any changes and will communicate promptly as updates occur.

Please Note: APC has a zero returns policy.

Please Note: CyberPower has a zero returns policy.

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

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

STATE OF TEXAS

DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR PRODUCT, SERVICES, AND RELATED SERVICES

SHI/Government Solutions, Inc.

1 Introduction

1.1 Parties

This contract for Miscellaneous Information Technology (IT) Hardware Peripherals, Components, and Related Services (this "Contract") is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and SHI/Government Solutions, Inc., a Texas Domestic For-Profit Corporation (hereinafter "Successful Respondent"), with its principal place of business at 3828 Pecana Trail, Austin, Texas 78749.

1.2 Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-CPO-TMP-558, on 10/20/2021, for Miscellaneous Information Technology (IT) Hardware Peripherals, Components, and Related Services (the "RFO"). Upon execution of all Contracts, a notice of award for DIR-CPO-TMP-558 shall be posted by DIR on the Electronic State Business Daily.

1.3 Order of Precedence

a) For transactions under this Contract, the order of precedence shall be as follows:
   i. this Contract;
   ii. Appendix A, Standard Terms and Conditions;
   iii. Appendix B, Successful Respondent's Historically Underutilized Businesses Subcontracting Plan;
   iv. Appendix C, Pricing Index;
   v. Exhibit 1, RFO DIR-CPO-TMP-558, including all Addenda; and
   vi. Exhibit 2, Successful Respondent's Response to RFO DIR-CPO-TMP-558, including all Addenda.

b) Each of the foregoing documents is hereby incorporated by reference and together constitute the entire agreement between DIR and Successful Respondent.

1.4 Definitions

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

2 Term of Contract

The initial term of this Contract shall be up to two (2) years commencing on the date of the last signature hereto (the "Initial Term"), with one (1) optional two-year renewal and one (1) optional one-year renewal (each, a "Renewal Term"). Prior to expiration of the Initial Term and each Renewal Term, this Contract will renew automatically under the same terms and conditions unless either party provides written notice to the other party at least sixty (60) days in advance of the renewal date stating that the party wishes to discuss amendment or non-renewal.

3 Option to Extend

Successful Respondent agrees that DIR may require continued performance under this Contract at the rates specified in this Contact following the expiration of the Initial Term or any Renewal Term. This option may be exercised more than once, but the total extension of performance hereunder shall not exceed ninety (90) calendar days. Such extension of services shall be subject to the requirements of this Contract, with the sole and limited exception that the term shall be extended pursuant to this provision. DIR may exercise this option upon thirty (30) calendar days written notice to Successful Respondent.

4 Product and Service Offerings

Products and services available under this Contract are limited to the technology categories defined in Request for Offer DIR-CPO-TMP-558 for Miscellaneous Information Technology (IT) Hardware Peripherals, Components, and Related Services. At DIR's sole discretion, Successful Respondent may incorporate changes or make additions to its product and service offerings, provided that any changes or additions must be within the scope of the RFO.

5 Pricing

5.1 Pricing Index

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

5.2 Customer Discount

a) The minimum Customer discount for all products and services will be the percentage off List Price (as defined below) or MSRP (as defined below), as applicable, as specified in **Appendix C, Pricing Index**. Successful Respondent shall not establish a List Price or

MSRP for a particular solicitation. For purposes of this Section, "List Price" is the price for a product or service published in Successful Respondent's price catalog (or similar document) before any discounts or price allowances are applied. For purposes of this Section, "MSRP," or manufacturer's suggested retail price, is the price list published by the manufacturer or publisher of a product and available to and recognized by the trade.

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

c) If products or services available under this Contract are provided at a lower price to: (i) an eligible Customer who is not purchasing those products or services under this Contract, or (ii) to any other customer under the same terms and conditions provided for the State for the same products and services under this contract, then the price of such products and services under this Contract shall be adjusted to that lower price. This requirement applies to products or services quoted by Successful Respondent for a quantity of one (1), but does not apply to volume or special pricing purchases. Successful Respondent shall notify DIR within ten (10) days of providing a lower price as described in this Section, and this Contract shall be amended within ten (10) days to reflect such lower price.

5.3 Changes to Prices

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

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

5.4 Shipping and Handling

Prices to Customers shall include all shipping and handling fees. Shipments will be Free On Board Customer's Destination. No additional fees may be charged to Customers for standard shipping and handling. If a Customer requests expedited or special delivery, Customer will be responsible for any additional charges for expedited or special delivery.

6 DIR Administrative Fee

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

b) All prices quoted to Customers shall include the DIR Administrative Fee. DIR reserves the right to increase or decrease the DIR Administrative Fee during the term of this Contract, upon written notice to Successful Respondent without amending this Contract. Any increase or decrease in the DIR Administrative Fee shall be incorporated in the price to Customers.

7 Internet Access to Contract and Pricing Information

In addition to the requirements listed in Appendix A, Section 7.2, Internet Access to Contract and Pricing Information, Successful Respondent shall include the following with its webpage:

a) A current price list or mechanism to obtain specific contract pricing;
b) MSRP/list price or DIR Customer price;
c) Discount percentage (%) off MSRP or List Price;
d) Warranty policies; and
e) Return policies.

8 Use of Order Fulfillers

8.1 Authorization to Use Order Fulfillers

Subject to the conditions in this Section 8, DIR agrees to permit Successful Respondent to utilize designated order fulfillers to provide products, services, and support resources to Customers under this Contract ("Order Fulfillers").

8.2 Designation of Order Fulfillers

a) Successful Respondent may designate Order Fulfillers to act as the distributors for products and services available under this Contract. In designating Order Fulfillers, Successful Respondent must be in compliance with the State's Policy on Utilization of Historically Underutilized Businesses. DIR and Successful Respondent will agree on the number of Order Fulfillers that are Historically Underutilized Businesses as defined by the CPA.

b) In addition to the required Subcontracting Plan, Successful Respondent shall provide DIR with the following Order Fulfiller information: Order Fulfiller name, Order Fulfiller

business address, Order Fulfiller CPA Identification Number, Order Fulfiller contact person email address and phone number.

c) DIR reserves the right to require Successful Respondent to rescind any Order Fulfiller participation or request that Successful Respondent name additional Order Fulfillers should DIR determine it is in the best interest of the State.

d) Successful Respondent shall be fully liable for its Order Fulfillers' performance under and compliance with the terms and conditions of this Contract. Successful Respondent shall enter into contracts with Order Fulfillers and use terms and conditions that are consistent with the terms and conditions of this Contract.

e) Successful Respondent may qualify Order Fulfillers and their participation under the Contract provided that: i) any criteria is uniformly applied to all potential Order Fulfillers based upon Successful Respondent's established, neutrally applied criteria, ii) the criteria is not based on a particular procurement, and iii) all Customers are supported under the criteria.

f) Successful Respondent shall not prohibit any Order Fulfiller from participating in other procurement opportunities offered through DIR.

8.3 Changes in Order Fulfiller

Successful Respondent may add or remove Order Fulfillers throughout the term of this Contract upon written authorization by DIR. Prior to adding or removing Order Fulfillers, Successful Respondent must make a good faith effort to revise its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses. Successful Respondent shall provide DIR with its updated Subcontracting Plan and the Order Fulfillers information listed above.

8.4 Order Fulfiller Pricing to Customer

Order Fulfiller pricing to the Customer shall be in accordance with Section 5.

9 Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

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

If sent to Successful Respondent:

Stacie Becker, Sr. Proposal Specialist
SHI/Government Solutions, Inc.
3828 Pecana Trail
Austin, Texas 78749
Phone: (512) 983-6502
Email: Stacie_Becker@shi.com

10 Conflicting or Additional Terms

a) The terms and conditions of this Contract shall supersede any additional conflicting or additional terms in any additional service agreements, statement of work, and any other provisions, terms, conditions, and license agreements, including those which may be affixed to or accompany software upon delivery (sometimes called shrink-wrap or click-wrap agreements), and any linked or supplemental documents, which may be proposed, issued, or accepted by Successful Respondent and Customer in addition to this Contract (such additional agreements, "Additional Agreements"), regardless of when such Additional Agreements are proposed, issued, or accepted by Customer. Notwithstanding the foregoing, it is Customer's responsibility to review any Additional Agreements to determine if Customer accepts such Additional Agreement. If Customer does not accept such Additional Agreement, Customer shall be responsible for negotiating any changes thereto.

b) Any update or amendment to an Additional Agreement shall only apply to Purchase Orders for the associated product or service offering after the effective date of such update or amendment; provided that, if Successful Respondent has responded to a Customer's solicitation or request for pricing, any subsequent update or amendment to an Additional Agreement may only apply to a resulting Purchase Order if Successful Respondent directly informs such Customer of such update or amendment before the Purchase Order is executed.

c) Successful Respondent shall not require any Additional Agreement that: i) diminishes the rights, benefits, or protections of Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of Customer; or ii) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

d) If Successful Respondent attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to this Contract or the Purchase Order between Successful Respondent and Customer, and Successful Respondent will nonetheless be obligated to perform such Purchase Order without regard to the prohibited documents, unless

Customer elects instead to terminate such Purchase Order, which in such case may be identified as a termination for cause against Successful Respondent.

11 Authorized Exceptions to Appendix A, Standard Terms and Conditions

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

(Remainder of this page intentionally left blank.)

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

SHI/Government Solutions, Inc.

Authorized By: Signature on File

Name: Kristina Mann

Title: Sr. Manager - Contracts

Date: 1/25/2023

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

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 1/30/2023

Office of General Counsel: Signature on File

Date: 1/27/2023

STATE OF TEXAS

DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR PRODUCT AND RELATED SERVICES

CISCO SYSTEMS, INC.

1 INTRODUCTION

1.1 Parties

This contract for Cisco Branded Products and Related Services (this "Contract") is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and CISCO SYSTEMS, INC. a Delaware For-Profit Corporation (hereinafter "Successful Respondent"), with its principal place of business at 170 West Tasman Drive San Jose CA 95134.

1.2 Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-CPO-TMP-578, on 6/09/2023, for Cisco Branded Products and Related Services (the "RFO"). Upon execution of all Contracts, a notice of award for DIR-CPO-TMP-578, shall be posted by DIR on the Electronic State Business Daily.

1.3 Order of Precedence

A. For transactions under this Contract, the order of precedence shall be as follows:
   1. this Contract;
   2. **Appendix A, Standard Terms and Conditions**;
   3. **Appendix B, Successful Respondent's Historically Underutilized Businesses Subcontracting Plan**;
   4. **Appendix C, Pricing Index**;
   5. **Appendix D, End User Terms**;
   6. **Appendix E, Services Agreement template**;
   7. **Appendix F, Master Operating Lease Agreement**;

8. **Appendix G, Master Lease Agreement**;
9. **Exhibit 1, RFO DIR-CPO-TMP-578**, including all Addenda; and
10. **Exhibit 2, Successful Respondent's Response to RFO** DIR-CPO-TMP-578, including all Addenda.

B. Each of the foregoing documents is hereby incorporated by reference and together constitute the entire agreement between DIR and Successful Respondent.

1.4 Definitions

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

2 TERM OF CONTRACT

The initial term of this Contract shall be up to two (2) years commencing on the date of the last signature hereto (the "Initial Term"), with one (1) optional two-year renewal and one (1) optional one-year renewal (each, a "Renewal Term"). Prior to expiration of the Initial Term and each Renewal Term, this Contract will renew automatically under the same terms and conditions unless either party provides written notice to the other party at least sixty (60) days in advance of the renewal date stating that the party wishes to discuss amendment or non-renewal.

3 OPTION TO EXTEND

Successful Respondent agrees that DIR may require continued performance under this Contract at the rates specified in this Contact following the expiration of the Initial Term or any Renewal Term. This option may be exercised more than once, but the total extension of performance hereunder shall not exceed ninety (90) calendar days. Such extension of services shall be subject to the requirements of the Contract, with the sole and limited exception that the original date of termination shall be extended pursuant to this provision. DIR may exercise this option upon thirty (30) calendar days written notice to the Successful Respondent.

4 PRODUCT AND SERVICE OFFERINGS

Products and services available under this Contract are limited to the technology categories defined in Request for Offer DIR-CPO-TMP-578 for Cisco Branded Products

and Related Services. At DIR's sole discretion, Successful Respondent may incorporate changes or make additions to its product and service offerings, provided that any changes or additions must be within the scope of the RFO.

5 PRICING

5.1 Pricing Index

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

5.2 Customer Discount

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

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

C. If products or services available under this Contract are provided at a lower price to: (i) an eligible Customer who is not purchasing those products or services under this Contract, or (ii) to any other entity or consortia authorized to sell said products and services to eligible Customers, under the same terms and conditions provided for the State for the same products and services under this contract, then the available price of such products and services under this Contract shall be adjusted to that lower price prospectively (such adjustments shall not apply to previously invoiced or fulfilled Purchase Orders). This requirement applies to products or services quoted by Successful Respondent for a quantity of one (1) but does not apply to volume or special pricing purchases. DIR or an eligible Customer shall notify and provide evidence of better pricing to

Successful Respondent within ten (10) days of Successful Respondent providing a lower price as described in this Section to an eligible Customer, and Successful Respondent shall inform DIR upon receiving such notice. This Contract shall be amended within ten (10) days to reflect such lower price.

5.3 Changes to Prices

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

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

5.4 Shipping and Handling

Prices to Customers shall include all shipping and handling fees. Shipments will be Free On Board Customer's Destination. No additional fees may be charged to Customers for standard shipping and handling. If a Customer requests expedited or special delivery, Customer will be responsible for any additional charges for expedited or special delivery.

6 DIR ADMINISTRATIVE FEE

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

B. All prices quoted to Customers shall include the DIR Administrative Fee. DIR reserves the right to increase or decrease the DIR Administrative Fee during the term of this Contract, upon written notice to Successful Respondent without

amending this Contract. Any increase or decrease in the DIR Administrative Fee shall be incorporated in the price to Customers.

7 INTERNET ACCESS TO CONTRACT AND PRICING INFORMATION

In addition to the requirements listed in **Appendix A, Section 7.2, Internet Access to Contract and Pricing Information**, Successful Respondent shall include the following with its webpage:

A. A current price list or mechanism to obtain specific contract pricing;
B. MSRP/list price or DIR Customer price;
C. Discount percentage (%) off MSRP or List Price;
D. Warranty policies; and
E. Return policies.

8 USE OF ORDER FULFILLERS

8.1 Authorization to Use Order Fulfillers

Subject to the conditions in this Section 8, DIR agrees to permit Successful Respondent to utilize designated order fulfillers to provide products, services, and support resources to Customers under this Contract ("Order Fulfillers").

8.2 Designation of Order Fulfillers

A. Successful Respondent may designate Order Fulfillers to act as the distributors for products and services available under this Contract. In designating Order Fulfillers, Successful Respondent must be in compliance with the State's Policy on Utilization of Historically Underutilized Businesses. DIR and Successful Respondent will agree on the number of Order Fulfillers that are Historically Underutilized Businesses as defined by the CPA.
B. In addition to the required Subcontracting Plan, Successful Respondent shall provide DIR with the following Order Fulfiller information: Order Fulfiller name, Order Fulfiller business address, Order Fulfiller CPA Identification Number, Order Fulfiller contact person email address and phone number.
C. DIR reserves the right to require Successful Respondent to rescind any Order Fulfiller participation or request that Successful Respondent name additional Order Fulfillers should DIR determine it is in the best interest of the State.

D. Successful Respondent shall be fully liable for its Order Fulfillers' performance under and compliance with the terms and conditions of this Contract. Successful Respondent shall enter into contracts with Order Fulfillers and use terms and conditions that are consistent with the terms and conditions of this Contract.
E. Successful Respondent may qualify Order Fulfillers and their participation under the Contract provided that: i) any criteria is uniformly applied to all potential Order Fulfillers based upon Successful Respondent's established, neutrally applied criteria, ii) the criteria is not based on a particular procurement, and iii) all Customers are supported under the criteria.
F. Successful Respondent shall not prohibit any Order Fulfiller from participating in other procurement opportunities offered through DIR.

8.3 Changes in Order Fulfiller

Successful Respondent may add or remove Order Fulfillers throughout the term of this Contract upon written authorization by DIR. Prior to adding or removing Order Fulfillers, Successful Respondent must make a good faith effort to revise its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses. Successful Respondent shall provide DIR with its updated Subcontracting Plan and the Order Fulfillers information listed above.

8.4 Order Fulfiller Pricing to Customer

Order Fulfiller pricing to the Customer shall be in accordance with Section 5.

9 NOTIFICATION

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

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

If sent to Successful Respondent:

Jumana Dihu
CISCO SYSTEMS, INC.
170 West Tasman Drive
San Jose, CA 95134
Phone: (773) 269-6397
Email: jdihu@cisco.com

10 SOFTWARE LICENSE, LEASE, AND SERVICE AGREEMENTS

10.1 Software License Agreement

A. Customers acquiring software licenses to Cisco-branded products under this Contract shall hold, use, and operate such software subject to compliance with the End User Terms set forth in **Appendix D** of this Contract. Customer and Successful Respondent may agree to additional terms and conditions that do not diminish a term or condition in the End User Terms, or in any manner lessen the rights or protections of Customer or the responsibilities or liabilities of Successful Respondent. Successful Respondent shall make the End User Terms available to all Customers at all times.

B. Compliance with the End User Terms is the responsibility of the Customer. DIR shall not be responsible for any Customer's compliance with the End User Terms.

10.2 Services Agreement

Services provided under this Contract shall be in accordance with the Services Agreement as set forth in **Appendix E** of this Contract. No changes to the Services Agreement terms and conditions may be made unless previously agreed to by Successful Respondent and DIR. Successful Respondent and Customer may agree to terms and conditions that do not diminish or lessen the rights or protections of the Customer or the responsibilities or liabilities of Successful Respondent.

10.3 Master Operating Lease Agreement

DIR and Successful Respondent hereby agree that Successful Respondent is authorized to utilize the Master Operating Lease Agreement in **Appendix F** of this Contract for Lessees that are Texas State Agencies or otherwise authorized to conduct lease transactions through DIR Contracts.

10.4 Master Lease Agreement

DIR and Successful Respondent hereby agree that Successful Respondent is authorized to utilize the Master Lease Agreement in **Appendix G** of this Contract for DIR authorized entities as Lessees that are **not** Texas State Agencies or otherwise required by statute to utilize the Texas Public Finance Authority for such leasing transactions. Texas State Agencies that have the requisite capital authority and who are not required to utilize such authority via the Texas Public Finance Authority may or may not be eligible to utilize the Master Lease Agreement; each such agency must confer with its own counsel to make this determination.

11 CONFLICTING OR ADDITIONAL TERMS

A. The terms and conditions of this Contract shall supersede any additional conflicting or additional terms in any additional service agreements, statement of work, and any other provisions, terms, conditions, and license agreements, including those which may be affixed to or accompany software upon delivery (sometimes called shrink-wrap or click-wrap agreements), and any linked or supplemental documents, which may be proposed, issued, or accepted by Successful Respondent and Customer in addition to this Contract (such additional agreements, "Additional Agreements"), regardless of when such Additional Agreements are proposed, issued, or accepted by Customer. Notwithstanding the foregoing, it is Customer's responsibility to review any Additional Agreements to determine if Customer accepts such Additional Agreement. If Customer does not accept such Additional Agreement, Customer shall be responsible for negotiating any changes thereto. For third party products appearing on Appendix C, Successful Respondent or Order Fulfiller, as applicable, will provide the applicable third-party software license terms to Customer.

B. Any update or amendment to an Additional Agreement shall only apply to Purchase Orders for the associated product or service offering after the effective date of such update or amendment; provided that, if Successful Respondent has responded to a Customer's solicitation or request for pricing, any subsequent update or amendment to an Additional Agreement may only apply to a resulting Purchase Order if Successful Respondent directly informs such Customer of such update or amendment before the Purchase Order is executed.

C. Successful Respondent shall not require any Additional Agreement that: i) diminishes the rights, benefits, or protections of Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of Customer; or ii) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

D. If Successful Respondent attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to this Contract or the Purchase Order between Successful Respondent and Customer, and Successful Respondent will nonetheless be obligated to perform such Purchase Order without regard to the prohibited documents, unless Customer elects instead to terminate such Purchase Order, which in such case may be identified as a termination for cause against Successful Respondent.

12 AUTHORIZED EXCEPTIONS TO APPENDIX A, STANDARD TERMS AND CONDITIONS

A. **Appendix A, Section 3.8, Invoice,** is hereby deleted and replaced in its entirety as follows:

Refers to a Customer approved instrument submitted by Successful Respondent or Order Fulfiller for payment of services.

B. **Appendix A, Section 3.11, Statement of Work (SOW),** is hereby deleted and replaced in its entirety as follows:

Means a document entered into between Customer and Successful Respondent or Order Fulfiller describing a specific set of activities and/or deliverables, which may include Work Product and Intellectual Property Rights, that Successful Respondent or Order Fulfiller is to provide Customer, issued pursuant to the Contract.

C. **Appendix A, Section 4.5, Survival,** is hereby deleted and replaced in its entirety as follows:

All applicable Statements of Work that were entered into between Successful Respondent and a Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Successful Respondent shall survive expiration or termination of the Contract for the term of the Purchase Order, unless the Customer terminates the Purchase Order in accordance with Section 11. However, regardless of the term of the Purchase Order, no Purchase Order shall survive the expiration or termination of the Contract for more than three (3) years. In all instances of termination or expiration and no later than five (5) days after termination or expiration or upon DIR request, Successful Respondent shall provide a list, in accordance with the format requested by DIR (i.e., Excel, Word, etc.), of all surviving Statements of Work and Purchase Orders to the DIR Contract Manager and shall continue to report sales and pay the DIR Administrative Fees for the duration of all such surviving Statements of Work and Purchase Orders. Rights and obligations under the Contract which by their nature should survive, including, but not limited to the DIR Administrative Fee and any and all payment obligations invoiced prior to the termination or expiration hereof, obligations of confidentiality; and indemnification will remain in effect.

D. **Appendix A, Section 4.9, Data Location,** is hereby deleted and replaced in its entirety as follows:

Regardless of any other provision of the Contract or its incorporated or referenced documents, all data for State of Texas Customers shall remain, and be stored always and exclusively within the contiguous United States. State of Texas Customers can specifically request and agree otherwise in a Purchase Order by placing an order for a hosted data solution with data locations outside the United States. All data for State of Texas Customers shall be processed, accessed, viewed, transmitted, and received, always and exclusively within the contiguous United States, provided that State of Texas Customers can specifically request and agree otherwise in a Purchase Order. "Support Data," defined as data collected and maintained by Successful Respondent when a Customer submits requests for support and troubleshooting services, including information about the solutions and other details about the support incident and interaction; configuration

support data; performance monitoring data; and security threat data (threat intelligence data, URLs, metadata, netflow data, and origin and nature of malware) necessary to enable provisioning of the services, including security features of the solutions, shall not be subject to this requirement, unless otherwise requested by a Customer. For all Customers outside the State of Texas' jurisdiction, the question of data location shall be at the discretion of such Customers. NOTE: CUSTOMERS SHOULD CONSIDER WHETHER THEY REQUIRE CONTIGUOUS US-ONLY DATA LOCATION AND HANDLING AND MAKE SUCCESSFUL RESPONDENT AWARE OF THEIR REQUIREMENTS.

E. **Appendix A, Section 5, Intellectual Property Matters,** is hereby deleted and replaced in its entirety as follows:

This Contract does not contemplate, authorize or support acquisition of custom software products or services or the creation of intellectual property. If Successful Respondent and Customer seek to contract for such product or service, they must use a separate contract or seek amendment with DIR of this Contract. If DIR and Successful Respondent decide to authorize customized software or hardware products or the creation of intellectual property, then the terms and conditions of ownership of intellectual property will be negotiated between the parties at such time.

F. **Appendix A, Section 6.A, Terms and Conditions Applicable to State Agency Purchases Only,** is hereby deleted and replaced in its entirety as follows:

Under Texas Government Code, Chapter 2054, Subchapter M, and DIR implementing rules, DIR state agency and Institution of Higher Education Customers must procure EIR that complies with the Accessibility Standards defined in the Texas Administrative Codes 1 TAC 206, 1 TAC 213, and in the Worldwide Web Consortium WCAG 2.0 AA technical standard as applicable, and when such products or services are available in the commercial marketplace or when such products are developed in response to procurement solicitations. Successful Respondent complies with Section 255 of the Telecommunications Act of 1996 and the Twenty-First Century Communications and Video Accessibility

Act ("CVAA") of 2010, as applicable. Successful Respondent hereby represents, certifies, and warrants its products and services comply with its then current Accessibility Conformance Reports.

G. **Appendix A, Section 7.2, Internet Access to Contract and Pricing Information,** is hereby deleted and replaced in its entirety as follows:

A. Successful Respondent Webpage

Within thirty (30) calendar days from the Effective Date, Successful Respondent will establish and maintain a website specific to the product and services offerings awarded under the Contract that is clearly distinguishable from other, non-DIR Contract offerings on Successful Respondent's website. Successful Respondent must use a web hosting service that provides a dedicated internet protocol (IP) address. Successful Respondent's website must have a Secure Sockets Layer (SSL) certificate and Customers must access Successful Respondent's website using Hyper Text Transfer Protocol Secure (HTTPS) and it will encrypt all communication between Customer browser and website. The website must include a webpage that contains:

i) a list with description of products and/or services awarded;

ii) Successful Respondent contact information (name, telephone number and email address);

iii) instructions for obtaining quotes and placing Purchase Orders;

iv) the DIR Contract number with a hyperlink to the Contract's DIR webpage;

v) a link to the DIR "Cooperative Contracts" webpage;

vi) the DIR logo in accordance with the requirements of Section 7.9; and

vii) any other information that the Contract indicates is required to be included on the webpage.

B. If Successful Respondent does not meet the webpage requirements listed above, DIR may cancel the Contract without penalty.

H. **Appendix A, Section 7.8, Services Warranty and Return Policies,** is hereby deleted and replaced in its entirety as follows:

Order Fulfiller and Successful Respondent will adhere to Successful Respondent's then-currently published policies concerning product and service warranties and returns. Such policies for Customers will not be more restrictive or more costly than warranty and return policies for other similarly situated customers for like products and services. Warranty and returns for third-party products may also be subject to separate, additional policies and terms set forth by the applicable third-party, in accordance with Section 11 of the Contract, provided said policies and terms were provided to Customers prior to acceptance by Customer of the third-party products. Successful Respondent and Order Fulfiller will assign any such warranty and return rights to Customer, to the extent applicable.

I. **Appendix A, Section 8.1, Purchase Orders,** is hereby deleted and replaced in its entirety as follows:

All Customer Purchase Orders will be placed directly with Successful Respondent or Order Fulfiller. Accurate Purchase Orders shall be effective and binding upon Successful Respondent or Order Fulfiller when accepted by Successful Respondent or Order Fulfiller.

J. **Appendix A, Section 10.1.1, Indemnities by Successful Respondent,** is hereby deleted and replaced in its entirety as follows:

A. Successful Respondent shall defend and indemnify DIR, the State of Texas, and Customers, AND/OR THEIR OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUCCESSORS, ASSIGNEES, AND/OR DESIGNEES ("Indemnified Parties") FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED REASONABLE COSTS, ATTORNEY FEES, AND EXPENSES arising out of, resulting from a claim brought by a third party based upon:

i) any negligent acts or omissions, or willful misconduct of Successful Respondent or its employees, agents, or subcontractors in

connection with the execution or performance of the Contract and any Purchase Orders issued under the Contract;

ii) 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 (an "Infringement") in or in connection with the execution or performance of the Contract and any Purchase Orders issued under the Contract; and

iii) tax liability, unemployment insurance or workers' compensation or expectations of benefits by Successful Respondent, its employees, representatives, agents, or subcontractors in or in connection with the execution or performance of the Contract and any Purchase Orders issued under the Contract.

B. Successful Respondent shall defend Indemnified Parties and shall provide the remedies outlined in Section B below for any third-party claim directly arising from an accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to DIR data, Customer data (including, but not limited to, text, audio, video or image files, provided by Customer to Successful Respondent in connection with Customer's use of Successful Respondent's solutions, and data developed at Customer's specific request related to a statement of work or contract), confidential information of DIR or Customer, any personal identifying information, or any other protected or regulated data resulting from a breach by Successful Respondent of its security obligations as set forth in the Contract or Customer's Purchase Order (a "Data Breach"), provided Customer has complied with any data protection requirements to which it has agreed in writing. Any third-party claim outlined in this Section B is referred to herein as a "Data Breach Claim."

Successful Respondent shall indemnify the Indemnified Parties against the following arising from the Data Breach Claim:

i) final judgement entered by the court of competent jurisdiction, or fine levied by the supervisory authority or regulator;

ii) a final settlement of the Data Breach Claim;

iii) actual and reasonable expenses notifying affected individuals of the loss, destruction, or unauthorized access of data, as such notice is required by applicable law; and

iv) one (1) year of credit monitoring services for individuals affected by the unauthorized access of data.

C. THIS SECTION IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE SUCCESSFUL RESPONDENT TO DEFEND OR INDEMNIFY INDEMNIFIED PARTIES FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF INDEMNIFIED PARTIES.

D. THE DEFENSE SHALL BE COORDINATED BY SUCCESSFUL RESPONDENT WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUCCESSFUL RESPONDENT MAY NOT AGREE TO ANY SETTLEMENT WHICH WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. FOR NON-STATE AGENCY CUSTOMERS, THE DEFENSE SHALL BE COORDINATED BY CUSTOMER'S LEGAL COUNSEL. SUCCESSFUL RESPONDENT AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER AND TO DIR OF ANY SUCH CLAIM.

K. **Appendix A, Section 10.1.2, Infringements,** is hereby deleted and replaced in its entirety as follows:

A. Notwithstanding the foregoing, such indemnity shall not apply, and Successful Respondent shall have no liability under this section if the alleged infringement is caused by:

(1) any designs, specifications or requirements provided by Customer, or on Customer's behalf by a third party;

(2) modification of a Cisco product by Customer, or on Customer's behalf pursuant to Customer's specific instructions;

(3) the amount or duration of use made of a Cisco product, revenue Customer earned, or services Customer offered;

(4) combination, operation, or use of the Cisco product with non-Cisco products, software, content or business processes; or

(5) Customer's failure to change or replace the Cisco product as required and properly notified by Successful Respondent.

B. If Successful Respondent becomes aware of an actual or potential claim of an Infringement, or Customer provides Successful Respondent with notice of an actual or potential claim of an Infringement, Successful Respondent may (or in the case of an injunction against Customer, shall), at Successful Respondent's sole expense: (i) procure for 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.

L. **Appendix A, Section 10.2, Property Damage,** is hereby deleted and replaced in its entirety as follows:

IN THE EVENT OF LOSS, DAMAGE, OR DESTRUCTION OF ANY TANGIBLE PROPERTY (NOT INCLUDING DATA) OF CUSTOMER OR THE STATE DUE TO THE NEGLIGENCE, MISCONDUCT, WRONGFUL ACT OR OMISSION ON THE PART OF SUCCESSFUL RESPONDENT, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS, SUCCESSFUL RESPONDENT SHALL PAY COMMERCIALLY REASONABLE THIRD PARTY COSTS OF EITHER REPAIR, RECONSTRUCTION, OR REPLACEMENT OF THE PROPERTY, AT THE CUSTOMER'S SOLE ELECTION. (IN ADDITION TO COSTS OF PRIVATE CONTRACTORS OR SUPPLIERS, REPAIR OR REPLACEMENT COSTS OF A GOVERNMENTAL ENTITY EMPLOYED TO PERFORM SUCH SHALL MEET THE DEFINITION OF "THIRD PARTY COSTS"). SUCH COSTS SHALL BE ACCURATELY DOCUMENTED BY THE CUSTOMER AND SHALL BE DUE AND PAYABLE BY SUCCESSFUL RESPONDENT NINETY (90) CALENDAR DAYS AFTER THE DATE OF SUCCESSFUL RESPONDENT'S RECEIPT FROM THE CUSTOMER OF A WRITTEN NOTICE AND REQUIRED DOCUMENTATION OF THE AMOUNT DUE. THE FOREGOING SHALL CONSTITUTE CUSTOMER'S, OR STATE'S, AS APPLICABLE, SOLE AND EXCLUSIVE REMEDY FOR SUCH PROPERTY DAMAGE CLAIMS.

M. **Appendix A, Section 10.11, Background and/or Criminal History Investigation,** is hereby deleted and replaced in its entirety as follows:

Prior to commencement of any services, background and/or criminal history investigation of Successful Respondent's employees and Third-Party Providers who will be providing services to the Customer under the Contract may be performed by the Customer or the Customer may require that Successful Respondent or Order Fulfiller relay the confirmation of a successful background check status. Should any employee or Third-Party Provider of Successful Respondent who will be providing services to the Customer under the Contract not be acceptable to the Customer as a result of the background and/or criminal history check, then Customer may immediately terminate its Purchase Order and related Service Agreement or request replacement of the employee or Third-Party Provider in question.

N. **Appendix A, Section 10.12, Limitation of Liability,** is hereby deleted and replaced in its entirety as follows:

A. For any claim or cause of action arising under or related to the Contract, to the extent permitted by the Constitution and the laws of the State, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages.

B. Successful Respondent's aggregate liability to each individual purchasing Customer for damages of any kind under the Contract shall not exceed two times (2x) the total value of the individual purchasing Customer's Purchase Order under the Contract. Such value includes all amounts to be paid over the life of the Purchase Order to Successful Respondent by such Customer as described in the Purchase Order.

C. Notwithstanding the foregoing or anything to the contrary herein, any limitation of Successful Respondent's liability contained herein shall not apply to: claims of bodily injury; disclosures of confidential information (excluding a Data Breach, as defined in Section 10.1.1.B); violations of intellectual property rights including but not limited to patent, trademark, or copyright infringement; and violation of State or Federal law including any penalty of any kind lawfully

assessed as a result of such violation (excluding a Data Breach, as defined in Section 10.1.1.B).

O. **Appendix A, Section 10.15, Required Insurance Coverage,** is hereby deleted and replaced in its entirety as follows:

A. As a condition of the Contract, Successful Respondent shall provide certificates of insurance as evidence that it is maintaining the required insurance within five (5) business days of execution of the Contract if Successful Respondent is awarded services which require that Successful Respondent's employees perform work at any Customer premises or use vehicles to conduct work on behalf of Customers. In addition, when engaged by a Customer to provide services on Customer premises, Successful Respondent shall, at its own expense, secure and maintain the insurance coverage specified herein, and shall provide certificates of insurance as evidence that it is maintaining the required insurance to such Customer within five (5) business days following the execution of the Purchase Order. Successful Respondent may not begin performance under the Contract and/or a Purchase Order until such proof of insurance coverage is provided to DIR and the Customer. If Successful Respondent's services under the Contract will not require Successful Respondent to perform work on Customer premises, or to use vehicles (whether owned or otherwise) to conduct work on behalf of Customers, Successful Respondent may certify to the foregoing facts, and agree to provide notice and the required insurance if the foregoing facts change. The certification and agreement must be provided by executing the Certification of Off-Premise Customer Services in the form provided by DIR, which shall serve to meet the insurance requirements.

B. All required insurance must be issued by companies that have an A rating and a minimum Financial Size Category Class of VII from AM Best, and are licensed in the State of Texas and authorized to provide the corresponding coverage. The Customer and DIR will be included as additional insureds on the required commercial general liability and business automobile liability coverage for liabilities that fall within Successful Respondent's contractual and indemnity obligations pursuant to this Contract. Required coverage must remain in effect

through the term of the Contract and each Purchase Order issued to Successful Respondent thereunder. The insurance requirements are as follows:

P. **Appendix A, Section 10.15.1, Commercial General Liability,** is hereby deleted and replaced in its entirety as follows:

Commercial General Liability must include $1,000,000.00 per occurrence for Bodily Injury and Property Damage with a separate aggregate limit of $2,000,000.00; Personal Injury and Advertising Liability of $1,000,000.00; Products/Completed Operations aggregate Limit of $2,000,000.00 and Damage to Premises Rented: $50,000.00. Agencies may require additional Umbrella/Excess Liability insurance. The policy shall contain the following provisions:

A. Blanket contractual liability coverage for liability assumed under the Contract;

B. Independent Contractor coverage;

C. State of Texas, DIR, and Customer included as an additional insured but only to the extent of liabilities falling within Successful Respondent's contractual and indemnity obligations pursuant to this Contract; and

D. Waiver of Subrogation, but only to the extent of liabilities falling within Successful Respondent's contractual and indemnity obligations pursuant to this Contract.

Q. **Appendix A, Section 10.15.3, Business Automobile Liability Insurance,** is hereby deleted and replaced in its entirety as follows:

Business Automobile Liability Insurance must cover all owned, non-owned, and hired vehicles with a minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. The policy shall contain the following endorsements in favor of DIR and/or Customer:

A. Waiver of subrogation, but only to the extent of liabilities falling within Successful Respondent's contractual and indemnity obligations pursuant to this Contract;

B. Additional insured, but only to the extent of liabilities falling within Successful Respondent's contractual and indemnity obligations pursuant to this Contract.

R. **Appendix A, Section 11.2.1.1, Termination for Non-Appropriation by Customer,** is hereby deleted and replaced in its entirety as follows:

Customers may terminate Purchase Orders if funds sufficient to pay its obligations under the Contract are not appropriated: i) by the governing body on behalf of local governments; ii) by the Texas legislature on behalf of state agencies; or iii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Successful Respondent and/or Order Fulfiller will be provided ten (10) calendar days written notice of intent to terminate. Notwithstanding the foregoing, if a Customer issues a Purchase Order and has accepted delivery of the product or services, they are obligated to pay for the product or services or they may return the product and discontinue using services under any return provisions that Successful Respondent offers. In the event of such termination, Customer will not be in default or breach under the Purchase Order or the Contract, nor shall it be liable for any further payments ordinarily due under the Contract (except for products or services accepted before termination, for which return provisions are provided, which Customer fails to return), nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

S. **Appendix A, Section 11.2.3, Termination for Convenience,** is hereby deleted and replaced in its entirety as follows:

DIR may terminate the Contract, in whole or in part, by giving the other party thirty (30) calendar days' written notice. A Customer may terminate a Purchase Order by giving the other party thirty (30) calendar days' written notice. Notwithstanding the foregoing, if a Customer issued a Purchase Order and accepted delivery of the ordered products or services, the Customer is obligated

to pay for or return and discontinue using the product or services in accordance with the payment and return provisions contained in this Contract.

T. **Appendix A, Section 11.2.4.2, Purchase Order,** is hereby deleted and replaced in its entirety as follows:

Customer or Successful Respondent may terminate a Purchase Order or other contractual document or relationship upon the occurrence of a material breach of any term or condition: (i) of the Contract, or (ii) included in the Purchase Order or other contractual document or relationship, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code, in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non- defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Purchase Order. Customer may immediately suspend or terminate a Purchase Order without advance notice in the event Successful Respondent fails to comply with applicable laws or regulations, if such non-compliance relates to vendor provision of goods or services to the Customer.

U. **Appendix A, Section 11.3, Force Majeure,** is hereby deleted and replaced in its entirety as follows:

DIR, Customer, Order Fulfiller or Successful Respondent may be excused from performance under the Contract or a Purchase Order for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order (each such event, an "Event of Force Majeure"), provided that the party experiencing such Event of Force Majeure has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance and to shorten the duration or impact of the Event of Force Majeure. The party suffering an Event of Force Majeure shall provide notice of the event to the other parties when commercially reasonable. Subject to

this Section, such non-performance shall not be deemed a default or a ground for termination. However, a Customer may terminate a Purchase Order if it is determined by such Customer that Successful Respondent will not be able to deliver services in a timely manner to meet the business needs of such Customer.

V. **Appendix A, Section 13, Warranty,** is hereby deleted and replaced in its entirety as follows:

13 [Reserved]

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

CISCO SYSTEMS, INC.

Authorized By: Signature on File

Name: Jenn Baenziger

Title: Authorized Signatory

Date: 12/20/2024

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

Authorized By: Signature on File

Name: Lisa Massock

Title: Chief Procurement Officer

Date: 1/7/2025

Office of General Counsel: Signature on File

Date: 1/7/2025

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:
2026-1506055

Date Filed:
08/21/2026

Date Acknowledged:
08/24/2026

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

SHI
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Brownsville

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

343-26-IT-CP
Cisco

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)

Pricing Proposal
Quotation #: 27884299
Created On: 8/20/2026
Valid Until: 9/2/2026

TX-City of Brownsville

Gustavo Ramirez
1150 E. Adams Street
1st Floor/25595691
Brownsville, TX 78520
United States
Phone: (956) 597-4553
Email: Gustavo.Ramirez@BrownsvilleTX.gov

Sr. Client Solutions Manager

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

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	CyberPower Basic PDU Series CPS1215RM - Power distribution unit (rack-mountable) - AC 120 V - input: NEMA 5-15 - output connectors: 10 (NEMA 5-15) - 1U CyberPower - Part#: CPS1215RM Contract Name: Product, Services and Related Services Contract #: DIR-CPO-5094	2	$66.00	$132.00
2	SmartConnect Standard Plan - Subscription license (3 years) - for P/N: SMT1500CNC, SMT750RM2UCNC, SMTL2K2RM2UCLNC, SRTL2K2RM1UWC, SRTL3KRM1UIC, SRTL3KRM1UWC APC by Schneider Electric - Part#: ERWPMON1-3Y-DIGI Contract Name: Product, Services and Related Services Contract #: DIR-CPO-5094	5	$66.00	$330.00
3	APC Smart-UPS SMT3000RM2UC - UPS (rack-mountable) - AC 110/120/127 V - 2.7 kW - 3000 VA - RS-232, USB - output connectors: 10 - Canada, United States - black - with APC SmartConnect APC by Schneider Electric - Part#: SMT3000RM2UC Contract Name: Product, Services and Related Services Contract #: DIR-CPO-5094	5	$2,241.00	$11,205.00
4	APC NetShelter - Rack - wall mountable - 12U - 19" - for P/N: SC500RM1U, SMT1000RM1U, SMT1500RM2UCNC, SMT750RM1U, SMT750RM2UCNC APC by Schneider Electric - Part#: AR112SM Contract Name: Product, Services and Related Services Contract #: DIR-CPO-5094	1	$1,107.00	$1,107.00
5	Catalyst 9200L 48-port PoE+, 4 x 10G, Network Advantage Cisco Systems - Part#: C9200L-48P-4X-A	6	$6,485.86	$38,915.16

	Contract Name: TX DIR – Cisco Branded Products & Related Services Contract #: DIR-CPO-5347			
6	SNTC-8X5XNBD Catalyst 9200L 48-port PoE+, 4 x 10G, Ne Cisco Systems - Part#: CON-SNT-C920L48P Contract Name: TX DIR – Cisco Branded Products & Related Services Contract #: DIR-CPO-5347	6	$1,385.33	$8,311.98
7	C9200L Cisco DNA Advantage, 48-port, 3 Year Term license Cisco Systems - Part#: C9200L-DNA-A-48-3Y Contract Name: TX DIR – Cisco Branded Products & Related Services Contract #: DIR-CPO-5347	6	$2,718.23	$16,309.38
8	Cisco Catalyst 9200L Stack Module Cisco Systems - Part#: C9200L-STACK-KIT Contract Name: TX DIR – Cisco Branded Products & Related Services Contract #: DIR-CPO-5347	6	$837.04	$5,022.24
9	Cisco Catalyst C8200-1N-4T Router Cisco Systems - Part#: C8200-1N-4T Contract Name: TX DIR – Cisco Branded Products & Related Services Contract #: DIR-CPO-5347	1	$2,440.32	$2,440.32
10	SNTC-8X5XNBD Cisco Catalyst C8200 Cisco Systems - Part#: CON-SNT-C82001N4 Contract Name: TX DIR – Cisco Branded Products & Related Services Contract #: DIR-CPO-5347	1	$1,108.99	$1,108.99
11	Cisco C8200 1RU AC 150W PoE Power supply Cisco Systems - Part#: PWR-CC1-150WAC Contract Name: TX DIR – Cisco Branded Products & Related Services Contract #: DIR-CPO-5347	1	$894.70	$894.70
12	Cisco DNA Advantage On-Prem Lic 3Y - upto 1G (Aggr, 2G) Cisco Systems - Part#: DNA-P-T2-A-3Y Contract Name: TX DIR – Cisco Branded Products & Related Services Contract #: DIR-CPO-5347	1	$7,680.71	$7,680.71
13	Cisco Wireless 9176I(W7,3 radio,3 band 4x4,UWB),Global Cisco Systems - Part#: CW9176I-CFG Contract Name: TX DIR – Cisco Branded Products & Related Services Contract #: DIR-CPO-5347	11	$1,296.32	$14,259.52
14	Meraki MR Advanced License and Support, 3YR Cisco Systems - Part#: LIC-MR-ADV-3Y Contract Name: TX DIR – Cisco Branded Products & Related Services Contract #: DIR-CPO-5347	11	$458.79	$5,046.69
15	Cisco Config 5 Secondary Power Supply - Power supply - hot-plug / redundant (plug-in module) - AC 100-240 V - 1000 Watt - for P/N: C9200-48P-A, C9200-48P-E, C9200-48P-EDU, C9200L-48P-4G-A=, C9200L-48P-4G-EDU Cisco Systems - Part#: PWR-C5-1KWAC/2	6	$2,801.36	$16,808.16

Total	$129,571.85

Additional Comments

Please send your Purchase Orders to SouthTexasGOV@SHI.com .

Cisco's Terms and Conditions apply to all hardware, software, cloud services, subscriptions, technical support and maintenance included in a Cisco offer.

Due to the potential impact of any current or future tariffs, the price and availability of hardware items on this quote may be subject to change.

Cisco Terms and Conditions apply to all hardware, software, cloud services, subscriptions, technical support and maintenance included in a Cisco offer.

Due to ongoing global component shortages affecting memory, storage, and other critical hardware, OEMs have implemented updated policies allowing for price adjustments up until the time of shipment. Accordingly, quoted prices and lead times are subject to change prior to shipment. We remain committed to keeping you informed of any changes and will communicate promptly as updates occur.

Please Note: APC has a zero returns policy.

Please Note: CyberPower has a zero returns policy.

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

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

COOPERATIVE PURCHASE AGREEMENT
343-26-IT-CP

This Cooperative Purchase Agreement ("Agreement") is entered into by and between SHI/Government Solutions, Inc. ("Vendor") and the City of Brownsville ("City"), a Texas home rule municipality.

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

1. This Cooperative Purchase Agreement.
2. Exhibit A – Quote # 27884299
3. Exhibit B – DIR Cooperative Agreements - DIR-CPO-5094 and DIR-CPO-5347
4. Exhibit C – Form 2 – Statement of Conflict of Interest
5. Exhibit D – Form 3 – Texas Ethics Commission Certificate of Interested Parties (1295)

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

City shall pay Vendor in accordance with the fee schedule in Exhibit A and in accordance with the provisions of this Agreement. Total compensation payable by the City under this Agreement shall not exceed One Hundred Twenty-Nine Thousand Five Hundred Seventy-One Dollars and Eighty-Five Cents ($129,571.85). Vendor shall not provide any additional items or services or bill for expenses incurred for City not specified by this Agreement unless City requests and approves in writing the additional costs for such services. City shall not be liable for any additional expenses of Vendor not specified by this Agreement unless City first approves such expenses in writing.

The term of this Agreement shall commence on approval by the City Commission or designee and shall continue for a period of three (3) years, unless terminated earlier in accordance with the terms of this Agreement. Notwithstanding the foregoing, the parties acknowledge that this Agreement is being awarded pursuant to DIR Cooperative Contracts No. DIR-CPO-5094 and DIR-CPO-5347. To the extent applicable, purchases made under this Agreement shall be subject to the applicable terms and conditions of the corresponding DIR Cooperative Contracts, including any provisions governing the survival of Purchase Orders following expiration or termination of the cooperative contract.

Vendor agrees that City shall, until the expiration of final payment under this Agreement, or the final conclusion of any audit commenced during the said three years, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records, including, but not limited to, all electronic records, of Vendor involving transactions relating to this Agreement at no additional cost to City. Vendor agrees that City shall have access during normal working hours to all necessary Vendor facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. City shall give Vendor reasonable advance notice of intended audits.

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

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

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

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

To VENDOR:
SHI/Government Solutions, Inc.

290 Davidson Ave
Somerset, New Jersey 08873

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

CITY OF BROWNSVILLE:

Signature: _____

Print Name: _____

Title: _____

Date: _____

VENDOR:

Signature: Paul Linhardt

Print Name: Paul Linhardt

Title: Sr. Lead Contracts Specialist

Date: 08/21/2026

APPROVED AS TO FORM

Alyssa J. Castillon
Assistant City Attorney

Exhibit A

Pricing Proposal
Quotation #: 27884299
Created On: 8/20/2026
Valid Until: 9/2/2026

TX-City of Brownsville

Gustavo Ramirez
1150 E. Adams Street
1st Floor/25595691
Brownsville, TX 78520
United States
Phone: (956) 597-4553
Email: Gustavo.Ramirez@BrownsvilleTX.gov

Sr. Client Solutions Manager

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

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	CyberPower Basic PDU Series CPS1215RM - Power distribution unit (rack-mountable) - AC 120 V - input: NEMA 5-15 - output connectors: 10 (NEMA 5-15) - 1U CyberPower - Part#: CPS1215RM Contract Name: Product, Services and Related Services Contract #: DIR-CPO-5094	2	$66.00	$132.00
2	SmartConnect Standard Plan - Subscription license (3 years) - for P/N: SMT1500CNC, SMT750RM2UCNC, SMTL2K2RM2UCLNC, SRTL2K2RM1UWC, SRTL3KRM1UIC, SRTL3KRM1UWC APC by Schneider Electric - Part#: ERWPMON1-3Y-DIGI Contract Name: Product, Services and Related Services Contract #: DIR-CPO-5094	5	$66.00	$330.00
3	APC Smart-UPS SMT3000RM2UC - UPS (rack-mountable) - AC 110/120/127 V - 2.7 kW - 3000 VA - RS-232, USB - output connectors: 10 - Canada, United States - black - with APC SmartConnect APC by Schneider Electric - Part#: SMT3000RM2UC Contract Name: Product, Services and Related Services Contract #: DIR-CPO-5094	5	$2,241.00	$11,205.00
4	APC NetShelter - Rack - wall mountable - 12U - 19" - for P/N: SC500RM1U, SMT1000RM1U, SMT1500RM2UCNC, SMT750RM1U, SMT750RM2UCNC APC by Schneider Electric - Part#: AR112SM Contract Name: Product, Services and Related Services Contract #: DIR-CPO-5094	1	$1,107.00	$1,107.00
5	Catalyst 9200L 48-port PoE+, 4 x 10G, Network Advantage Cisco Systems - Part#: C9200L-48P-4X-A	6	$6,485.86	$38,915.16

	Contract Name: TX DIR – Cisco Branded Products & Related Services Contract #: DIR-CPO-5347			
6	SNTC-8X5XNBD Catalyst 9200L 48-port PoE+, 4 x 10G, Ne Cisco Systems - Part#: CON-SNT-C920L48P Contract Name: TX DIR – Cisco Branded Products & Related Services Contract #: DIR-CPO-5347	6	$1,385.33	$8,311.98
7	C9200L Cisco DNA Advantage, 48-port, 3 Year Term license Cisco Systems - Part#: C9200L-DNA-A-48-3Y Contract Name: TX DIR – Cisco Branded Products & Related Services Contract #: DIR-CPO-5347	6	$2,718.23	$16,309.38
8	Cisco Catalyst 9200L Stack Module Cisco Systems - Part#: C9200L-STACK-KIT Contract Name: TX DIR – Cisco Branded Products & Related Services Contract #: DIR-CPO-5347	6	$837.04	$5,022.24
9	Cisco Catalyst C8200-1N-4T Router Cisco Systems - Part#: C8200-1N-4T Contract Name: TX DIR – Cisco Branded Products & Related Services Contract #: DIR-CPO-5347	1	$2,440.32	$2,440.32
10	SNTC-8X5XNBD Cisco Catalyst C8200 Cisco Systems - Part#: CON-SNT-C82001N4 Contract Name: TX DIR – Cisco Branded Products & Related Services Contract #: DIR-CPO-5347	1	$1,108.99	$1,108.99
11	Cisco C8200 1RU AC 150W PoE Power supply Cisco Systems - Part#: PWR-CC1-150WAC Contract Name: TX DIR – Cisco Branded Products & Related Services Contract #: DIR-CPO-5347	1	$894.70	$894.70
12	Cisco DNA Advantage On-Prem Lic 3Y - upto 1G (Aggr, 2G) Cisco Systems - Part#: DNA-P-T2-A-3Y Contract Name: TX DIR – Cisco Branded Products & Related Services Contract #: DIR-CPO-5347	1	$7,680.71	$7,680.71
13	Cisco Wireless 9176I(W7,3 radio,3 band 4x4,UWB),Global Cisco Systems - Part#: CW9176I-CFG Contract Name: TX DIR – Cisco Branded Products & Related Services Contract #: DIR-CPO-5347	11	$1,296.32	$14,259.52
14	Meraki MR Advanced License and Support, 3YR Cisco Systems - Part#: LIC-MR-ADV-3Y Contract Name: TX DIR – Cisco Branded Products & Related Services Contract #: DIR-CPO-5347	11	$458.79	$5,046.69
15	Cisco Config 5 Secondary Power Supply - Power supply - hot-plug / redundant (plug-in module) - AC 100-240 V - 1000 Watt - for P/N: C9200-48P-A, C9200-48P-E, C9200-48P-EDU, C9200L-48P-4G-A=, C9200L-48P-4G-EDU Cisco Systems - Part#: PWR-C5-1KWAC/2	6	$2,801.36	$16,808.16

Contract Name: TX DIR – Cisco Branded Products & Related Services
Contract #: DIR-CPO-5347

Total	$129,571.85

Additional Comments

Please send your Purchase Orders to SouthTexasGOV@SHI.com .

Cisco's Terms and Conditions apply to all hardware, software, cloud services, subscriptions, technical support and maintenance included in a Cisco offer.

Due to the potential impact of any current or future tariffs, the price and availability of hardware items on this quote may be subject to change.

Cisco Terms and Conditions apply to all hardware, software, cloud services, subscriptions, technical support and maintenance included in a Cisco offer.

Due to ongoing global component shortages affecting memory, storage, and other critical hardware, OEMs have implemented updated policies allowing for price adjustments up until the time of shipment. Accordingly, quoted prices and lead times are subject to change prior to shipment. We remain committed to keeping you informed of any changes and will communicate promptly as updates occur.

Please Note: APC has a zero returns policy.

Please Note: CyberPower has a zero returns policy.

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

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

STATE OF TEXAS

DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR PRODUCT, SERVICES, AND RELATED SERVICES

SHI/Government Solutions, Inc.

1 Introduction

1.1 Parties

This contract for Miscellaneous Information Technology (IT) Hardware Peripherals, Components, and Related Services (this "Contract") is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and SHI/Government Solutions, Inc., a Texas Domestic For-Profit Corporation (hereinafter "Successful Respondent"), with its principal place of business at 3828 Pecana Trail, Austin, Texas 78749.

1.2 Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-CPO-TMP-558, on 10/20/2021, for Miscellaneous Information Technology (IT) Hardware Peripherals, Components, and Related Services (the "RFO"). Upon execution of all Contracts, a notice of award for DIR-CPO-TMP-558 shall be posted by DIR on the Electronic State Business Daily.

1.3 Order of Precedence

a) For transactions under this Contract, the order of precedence shall be as follows:
   i. this Contract;
   ii. Appendix A, Standard Terms and Conditions;
   iii. Appendix B, Successful Respondent's Historically Underutilized Businesses Subcontracting Plan;
   iv. Appendix C, Pricing Index;
   v. Exhibit 1, RFO DIR-CPO-TMP-558, including all Addenda; and
   vi. Exhibit 2, Successful Respondent's Response to RFO DIR-CPO-TMP-558, including all Addenda.

b) Each of the foregoing documents is hereby incorporated by reference and together constitute the entire agreement between DIR and Successful Respondent.

1.4 Definitions

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

2 Term of Contract

The initial term of this Contract shall be up to two (2) years commencing on the date of the last signature hereto (the "Initial Term"), with one (1) optional two-year renewal and one (1) optional one-year renewal (each, a "Renewal Term"). Prior to expiration of the Initial Term and each Renewal Term, this Contract will renew automatically under the same terms and conditions unless either party provides written notice to the other party at least sixty (60) days in advance of the renewal date stating that the party wishes to discuss amendment or non-renewal.

3 Option to Extend

Successful Respondent agrees that DIR may require continued performance under this Contract at the rates specified in this Contact following the expiration of the Initial Term or any Renewal Term. This option may be exercised more than once, but the total extension of performance hereunder shall not exceed ninety (90) calendar days. Such extension of services shall be subject to the requirements of this Contract, with the sole and limited exception that the term shall be extended pursuant to this provision. DIR may exercise this option upon thirty (30) calendar days written notice to Successful Respondent.

4 Product and Service Offerings

Products and services available under this Contract are limited to the technology categories defined in Request for Offer DIR-CPO-TMP-558 for Miscellaneous Information Technology (IT) Hardware Peripherals, Components, and Related Services. At DIR's sole discretion, Successful Respondent may incorporate changes or make additions to its product and service offerings, provided that any changes or additions must be within the scope of the RFO.

5 Pricing

5.1 Pricing Index

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

5.2 Customer Discount

a) The minimum Customer discount for all products and services will be the percentage off List Price (as defined below) or MSRP (as defined below), as applicable, as specified in **Appendix C, Pricing Index**. Successful Respondent shall not establish a List Price or

MSRP for a particular solicitation. For purposes of this Section, "List Price" is the price for a product or service published in Successful Respondent's price catalog (or similar document) before any discounts or price allowances are applied. For purposes of this Section, "MSRP," or manufacturer's suggested retail price, is the price list published by the manufacturer or publisher of a product and available to and recognized by the trade.

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

c) If products or services available under this Contract are provided at a lower price to: (i) an eligible Customer who is not purchasing those products or services under this Contract, or (ii) to any other customer under the same terms and conditions provided for the State for the same products and services under this contract, then the price of such products and services under this Contract shall be adjusted to that lower price. This requirement applies to products or services quoted by Successful Respondent for a quantity of one (1), but does not apply to volume or special pricing purchases. Successful Respondent shall notify DIR within ten (10) days of providing a lower price as described in this Section, and this Contract shall be amended within ten (10) days to reflect such lower price.

5.3 Changes to Prices

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

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

5.4 Shipping and Handling

Prices to Customers shall include all shipping and handling fees. Shipments will be Free On Board Customer's Destination. No additional fees may be charged to Customers for standard shipping and handling. If a Customer requests expedited or special delivery, Customer will be responsible for any additional charges for expedited or special delivery.

6 DIR Administrative Fee

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

b) All prices quoted to Customers shall include the DIR Administrative Fee. DIR reserves the right to increase or decrease the DIR Administrative Fee during the term of this Contract, upon written notice to Successful Respondent without amending this Contract. Any increase or decrease in the DIR Administrative Fee shall be incorporated in the price to Customers.

7 Internet Access to Contract and Pricing Information

In addition to the requirements listed in Appendix A, Section 7.2, Internet Access to Contract and Pricing Information, Successful Respondent shall include the following with its webpage:

a) A current price list or mechanism to obtain specific contract pricing;
b) MSRP/list price or DIR Customer price;
c) Discount percentage (%) off MSRP or List Price;
d) Warranty policies; and
e) Return policies.

8 Use of Order Fulfillers

8.1 Authorization to Use Order Fulfillers

Subject to the conditions in this Section 8, DIR agrees to permit Successful Respondent to utilize designated order fulfillers to provide products, services, and support resources to Customers under this Contract ("Order Fulfillers").

8.2 Designation of Order Fulfillers

a) Successful Respondent may designate Order Fulfillers to act as the distributors for products and services available under this Contract. In designating Order Fulfillers, Successful Respondent must be in compliance with the State's Policy on Utilization of Historically Underutilized Businesses. DIR and Successful Respondent will agree on the number of Order Fulfillers that are Historically Underutilized Businesses as defined by the CPA.

b) In addition to the required Subcontracting Plan, Successful Respondent shall provide DIR with the following Order Fulfiller information: Order Fulfiller name, Order Fulfiller

business address, Order Fulfiller CPA Identification Number, Order Fulfiller contact person email address and phone number.

c) DIR reserves the right to require Successful Respondent to rescind any Order Fulfiller participation or request that Successful Respondent name additional Order Fulfillers should DIR determine it is in the best interest of the State.

d) Successful Respondent shall be fully liable for its Order Fulfillers' performance under and compliance with the terms and conditions of this Contract. Successful Respondent shall enter into contracts with Order Fulfillers and use terms and conditions that are consistent with the terms and conditions of this Contract.

e) Successful Respondent may qualify Order Fulfillers and their participation under the Contract provided that: i) any criteria is uniformly applied to all potential Order Fulfillers based upon Successful Respondent's established, neutrally applied criteria, ii) the criteria is not based on a particular procurement, and iii) all Customers are supported under the criteria.

f) Successful Respondent shall not prohibit any Order Fulfiller from participating in other procurement opportunities offered through DIR.

8.3 Changes in Order Fulfiller

Successful Respondent may add or remove Order Fulfillers throughout the term of this Contract upon written authorization by DIR. Prior to adding or removing Order Fulfillers, Successful Respondent must make a good faith effort to revise its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses. Successful Respondent shall provide DIR with its updated Subcontracting Plan and the Order Fulfillers information listed above.

8.4 Order Fulfiller Pricing to Customer

Order Fulfiller pricing to the Customer shall be in accordance with Section 5.

9 Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

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

If sent to Successful Respondent:

Stacie Becker, Sr. Proposal Specialist
SHI/Government Solutions, Inc.
3828 Pecana Trail
Austin, Texas 78749
Phone: (512) 983-6502
Email: Stacie_Becker@shi.com

10 Conflicting or Additional Terms

a) The terms and conditions of this Contract shall supersede any additional conflicting or additional terms in any additional service agreements, statement of work, and any other provisions, terms, conditions, and license agreements, including those which may be affixed to or accompany software upon delivery (sometimes called shrink-wrap or click-wrap agreements), and any linked or supplemental documents, which may be proposed, issued, or accepted by Successful Respondent and Customer in addition to this Contract (such additional agreements, "Additional Agreements"), regardless of when such Additional Agreements are proposed, issued, or accepted by Customer. Notwithstanding the foregoing, it is Customer's responsibility to review any Additional Agreements to determine if Customer accepts such Additional Agreement. If Customer does not accept such Additional Agreement, Customer shall be responsible for negotiating any changes thereto.

b) Any update or amendment to an Additional Agreement shall only apply to Purchase Orders for the associated product or service offering after the effective date of such update or amendment; provided that, if Successful Respondent has responded to a Customer's solicitation or request for pricing, any subsequent update or amendment to an Additional Agreement may only apply to a resulting Purchase Order if Successful Respondent directly informs such Customer of such update or amendment before the Purchase Order is executed.

c) Successful Respondent shall not require any Additional Agreement that: i) diminishes the rights, benefits, or protections of Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of Customer; or ii) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

d) If Successful Respondent attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to this Contract or the Purchase Order between Successful Respondent and Customer, and Successful Respondent will nonetheless be obligated to perform such Purchase Order without regard to the prohibited documents, unless

Customer elects instead to terminate such Purchase Order, which in such case may be identified as a termination for cause against Successful Respondent.

11 Authorized Exceptions to Appendix A, Standard Terms and Conditions

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

(Remainder of this page intentionally left blank.)

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

SHI/Government Solutions, Inc.

Authorized By: Signature on File

Name: Kristina Mann

Title: Sr. Manager - Contracts

Date: 1/25/2023

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

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 1/30/2023

Office of General Counsel: Signature on File

Date: 1/27/2023

STATE OF TEXAS

DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR PRODUCT AND RELATED SERVICES

CISCO SYSTEMS, INC.

1 INTRODUCTION

1.1 Parties

This contract for Cisco Branded Products and Related Services (this "Contract") is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and CISCO SYSTEMS, INC. a Delaware For-Profit Corporation (hereinafter "Successful Respondent"), with its principal place of business at 170 West Tasman Drive San Jose CA 95134.

1.2 Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-CPO-TMP-578, on 6/09/2023, for Cisco Branded Products and Related Services (the "RFO"). Upon execution of all Contracts, a notice of award for DIR-CPO-TMP-578, shall be posted by DIR on the Electronic State Business Daily.

1.3 Order of Precedence

A. For transactions under this Contract, the order of precedence shall be as follows:
   1. this Contract;
   2. **Appendix A, Standard Terms and Conditions**;
   3. **Appendix B, Successful Respondent's Historically Underutilized Businesses Subcontracting Plan**;
   4. **Appendix C, Pricing Index**;
   5. **Appendix D, End User Terms**;
   6. **Appendix E, Services Agreement template**;
   7. **Appendix F, Master Operating Lease Agreement**;

8. **Appendix G, Master Lease Agreement**;
9. **Exhibit 1, RFO DIR-CPO-TMP-578**, including all Addenda; and
10. **Exhibit 2, Successful Respondent's Response to RFO** DIR-CPO-TMP-578, including all Addenda.

B. Each of the foregoing documents is hereby incorporated by reference and together constitute the entire agreement between DIR and Successful Respondent.

1.4 Definitions

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

2 TERM OF CONTRACT

The initial term of this Contract shall be up to two (2) years commencing on the date of the last signature hereto (the "Initial Term"), with one (1) optional two-year renewal and one (1) optional one-year renewal (each, a "Renewal Term"). Prior to expiration of the Initial Term and each Renewal Term, this Contract will renew automatically under the same terms and conditions unless either party provides written notice to the other party at least sixty (60) days in advance of the renewal date stating that the party wishes to discuss amendment or non-renewal.

3 OPTION TO EXTEND

Successful Respondent agrees that DIR may require continued performance under this Contract at the rates specified in this Contact following the expiration of the Initial Term or any Renewal Term. This option may be exercised more than once, but the total extension of performance hereunder shall not exceed ninety (90) calendar days. Such extension of services shall be subject to the requirements of the Contract, with the sole and limited exception that the original date of termination shall be extended pursuant to this provision. DIR may exercise this option upon thirty (30) calendar days written notice to the Successful Respondent.

4 PRODUCT AND SERVICE OFFERINGS

Products and services available under this Contract are limited to the technology categories defined in Request for Offer DIR-CPO-TMP-578 for Cisco Branded Products

and Related Services. At DIR's sole discretion, Successful Respondent may incorporate changes or make additions to its product and service offerings, provided that any changes or additions must be within the scope of the RFO.

5 PRICING

5.1 Pricing Index

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

5.2 Customer Discount

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

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

C. If products or services available under this Contract are provided at a lower price to: (i) an eligible Customer who is not purchasing those products or services under this Contract, or (ii) to any other entity or consortia authorized to sell said products and services to eligible Customers, under the same terms and conditions provided for the State for the same products and services under this contract, then the available price of such products and services under this Contract shall be adjusted to that lower price prospectively (such adjustments shall not apply to previously invoiced or fulfilled Purchase Orders). This requirement applies to products or services quoted by Successful Respondent for a quantity of one (1) but does not apply to volume or special pricing purchases. DIR or an eligible Customer shall notify and provide evidence of better pricing to

Successful Respondent within ten (10) days of Successful Respondent providing a lower price as described in this Section to an eligible Customer, and Successful Respondent shall inform DIR upon receiving such notice. This Contract shall be amended within ten (10) days to reflect such lower price.

5.3 Changes to Prices

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

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

5.4 Shipping and Handling

Prices to Customers shall include all shipping and handling fees. Shipments will be Free On Board Customer's Destination. No additional fees may be charged to Customers for standard shipping and handling. If a Customer requests expedited or special delivery, Customer will be responsible for any additional charges for expedited or special delivery.

6 DIR ADMINISTRATIVE FEE

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

B. All prices quoted to Customers shall include the DIR Administrative Fee. DIR reserves the right to increase or decrease the DIR Administrative Fee during the term of this Contract, upon written notice to Successful Respondent without

amending this Contract. Any increase or decrease in the DIR Administrative Fee shall be incorporated in the price to Customers.

7 INTERNET ACCESS TO CONTRACT AND PRICING INFORMATION

In addition to the requirements listed in **Appendix A, Section 7.2, Internet Access to Contract and Pricing Information**, Successful Respondent shall include the following with its webpage:

A. A current price list or mechanism to obtain specific contract pricing;
B. MSRP/list price or DIR Customer price;
C. Discount percentage (%) off MSRP or List Price;
D. Warranty policies; and
E. Return policies.

8 USE OF ORDER FULFILLERS

8.1 Authorization to Use Order Fulfillers

Subject to the conditions in this Section 8, DIR agrees to permit Successful Respondent to utilize designated order fulfillers to provide products, services, and support resources to Customers under this Contract ("Order Fulfillers").

8.2 Designation of Order Fulfillers

A. Successful Respondent may designate Order Fulfillers to act as the distributors for products and services available under this Contract. In designating Order Fulfillers, Successful Respondent must be in compliance with the State's Policy on Utilization of Historically Underutilized Businesses. DIR and Successful Respondent will agree on the number of Order Fulfillers that are Historically Underutilized Businesses as defined by the CPA.
B. In addition to the required Subcontracting Plan, Successful Respondent shall provide DIR with the following Order Fulfiller information: Order Fulfiller name, Order Fulfiller business address, Order Fulfiller CPA Identification Number, Order Fulfiller contact person email address and phone number.
C. DIR reserves the right to require Successful Respondent to rescind any Order Fulfiller participation or request that Successful Respondent name additional Order Fulfillers should DIR determine it is in the best interest of the State.

D. Successful Respondent shall be fully liable for its Order Fulfillers' performance under and compliance with the terms and conditions of this Contract. Successful Respondent shall enter into contracts with Order Fulfillers and use terms and conditions that are consistent with the terms and conditions of this Contract.
E. Successful Respondent may qualify Order Fulfillers and their participation under the Contract provided that: i) any criteria is uniformly applied to all potential Order Fulfillers based upon Successful Respondent's established, neutrally applied criteria, ii) the criteria is not based on a particular procurement, and iii) all Customers are supported under the criteria.
F. Successful Respondent shall not prohibit any Order Fulfiller from participating in other procurement opportunities offered through DIR.

8.3 Changes in Order Fulfiller

Successful Respondent may add or remove Order Fulfillers throughout the term of this Contract upon written authorization by DIR. Prior to adding or removing Order Fulfillers, Successful Respondent must make a good faith effort to revise its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses. Successful Respondent shall provide DIR with its updated Subcontracting Plan and the Order Fulfillers information listed above.

8.4 Order Fulfiller Pricing to Customer

Order Fulfiller pricing to the Customer shall be in accordance with Section 5.

9 NOTIFICATION

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

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

If sent to Successful Respondent:

Jumana Dihu
CISCO SYSTEMS, INC.
170 West Tasman Drive
San Jose, CA 95134
Phone: (773) 269-6397
Email: jdihu@cisco.com

10 SOFTWARE LICENSE, LEASE, AND SERVICE AGREEMENTS

10.1 Software License Agreement

A. Customers acquiring software licenses to Cisco-branded products under this Contract shall hold, use, and operate such software subject to compliance with the End User Terms set forth in **Appendix D** of this Contract. Customer and Successful Respondent may agree to additional terms and conditions that do not diminish a term or condition in the End User Terms, or in any manner lessen the rights or protections of Customer or the responsibilities or liabilities of Successful Respondent. Successful Respondent shall make the End User Terms available to all Customers at all times.

B. Compliance with the End User Terms is the responsibility of the Customer. DIR shall not be responsible for any Customer's compliance with the End User Terms.

10.2 Services Agreement

Services provided under this Contract shall be in accordance with the Services Agreement as set forth in **Appendix E** of this Contract. No changes to the Services Agreement terms and conditions may be made unless previously agreed to by Successful Respondent and DIR. Successful Respondent and Customer may agree to terms and conditions that do not diminish or lessen the rights or protections of the Customer or the responsibilities or liabilities of Successful Respondent.

10.3 Master Operating Lease Agreement

DIR and Successful Respondent hereby agree that Successful Respondent is authorized to utilize the Master Operating Lease Agreement in **Appendix F** of this Contract for Lessees that are Texas State Agencies or otherwise authorized to conduct lease transactions through DIR Contracts.

10.4 Master Lease Agreement

DIR and Successful Respondent hereby agree that Successful Respondent is authorized to utilize the Master Lease Agreement in **Appendix G** of this Contract for DIR authorized entities as Lessees that are **not** Texas State Agencies or otherwise required by statute to utilize the Texas Public Finance Authority for such leasing transactions. Texas State Agencies that have the requisite capital authority and who are not required to utilize such authority via the Texas Public Finance Authority may or may not be eligible to utilize the Master Lease Agreement; each such agency must confer with its own counsel to make this determination.

11 CONFLICTING OR ADDITIONAL TERMS

A. The terms and conditions of this Contract shall supersede any additional conflicting or additional terms in any additional service agreements, statement of work, and any other provisions, terms, conditions, and license agreements, including those which may be affixed to or accompany software upon delivery (sometimes called shrink-wrap or click-wrap agreements), and any linked or supplemental documents, which may be proposed, issued, or accepted by Successful Respondent and Customer in addition to this Contract (such additional agreements, "Additional Agreements"), regardless of when such Additional Agreements are proposed, issued, or accepted by Customer. Notwithstanding the foregoing, it is Customer's responsibility to review any Additional Agreements to determine if Customer accepts such Additional Agreement. If Customer does not accept such Additional Agreement, Customer shall be responsible for negotiating any changes thereto. For third party products appearing on Appendix C, Successful Respondent or Order Fulfiller, as applicable, will provide the applicable third-party software license terms to Customer.

B. Any update or amendment to an Additional Agreement shall only apply to Purchase Orders for the associated product or service offering after the effective date of such update or amendment; provided that, if Successful Respondent has responded to a Customer's solicitation or request for pricing, any subsequent update or amendment to an Additional Agreement may only apply to a resulting Purchase Order if Successful Respondent directly informs such Customer of such update or amendment before the Purchase Order is executed.

C. Successful Respondent shall not require any Additional Agreement that: i) diminishes the rights, benefits, or protections of Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of Customer; or ii) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

D. If Successful Respondent attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to this Contract or the Purchase Order between Successful Respondent and Customer, and Successful Respondent will nonetheless be obligated to perform such Purchase Order without regard to the prohibited documents, unless Customer elects instead to terminate such Purchase Order, which in such case may be identified as a termination for cause against Successful Respondent.

12 AUTHORIZED EXCEPTIONS TO APPENDIX A, STANDARD TERMS AND CONDITIONS

A. **Appendix A, Section 3.8, Invoice,** is hereby deleted and replaced in its entirety as follows:

Refers to a Customer approved instrument submitted by Successful Respondent or Order Fulfiller for payment of services.

B. **Appendix A, Section 3.11, Statement of Work (SOW),** is hereby deleted and replaced in its entirety as follows:

Means a document entered into between Customer and Successful Respondent or Order Fulfiller describing a specific set of activities and/or deliverables, which may include Work Product and Intellectual Property Rights, that Successful Respondent or Order Fulfiller is to provide Customer, issued pursuant to the Contract.

C. **Appendix A, Section 4.5, Survival,** is hereby deleted and replaced in its entirety as follows:

All applicable Statements of Work that were entered into between Successful Respondent and a Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Successful Respondent shall survive expiration or termination of the Contract for the term of the Purchase Order, unless the Customer terminates the Purchase Order in accordance with Section 11. However, regardless of the term of the Purchase Order, no Purchase Order shall survive the expiration or termination of the Contract for more than three (3) years. In all instances of termination or expiration and no later than five (5) days after termination or expiration or upon DIR request, Successful Respondent shall provide a list, in accordance with the format requested by DIR (i.e., Excel, Word, etc.), of all surviving Statements of Work and Purchase Orders to the DIR Contract Manager and shall continue to report sales and pay the DIR Administrative Fees for the duration of all such surviving Statements of Work and Purchase Orders. Rights and obligations under the Contract which by their nature should survive, including, but not limited to the DIR Administrative Fee and any and all payment obligations invoiced prior to the termination or expiration hereof, obligations of confidentiality; and indemnification will remain in effect.

D. **Appendix A, Section 4.9, Data Location,** is hereby deleted and replaced in its entirety as follows:

Regardless of any other provision of the Contract or its incorporated or referenced documents, all data for State of Texas Customers shall remain, and be stored always and exclusively within the contiguous United States. State of Texas Customers can specifically request and agree otherwise in a Purchase Order by placing an order for a hosted data solution with data locations outside the United States. All data for State of Texas Customers shall be processed, accessed, viewed, transmitted, and received, always and exclusively within the contiguous United States, provided that State of Texas Customers can specifically request and agree otherwise in a Purchase Order. "Support Data," defined as data collected and maintained by Successful Respondent when a Customer submits requests for support and troubleshooting services, including information about the solutions and other details about the support incident and interaction; configuration

support data; performance monitoring data; and security threat data (threat intelligence data, URLs, metadata, netflow data, and origin and nature of malware) necessary to enable provisioning of the services, including security features of the solutions, shall not be subject to this requirement, unless otherwise requested by a Customer. For all Customers outside the State of Texas' jurisdiction, the question of data location shall be at the discretion of such Customers. NOTE: CUSTOMERS SHOULD CONSIDER WHETHER THEY REQUIRE CONTIGUOUS US-ONLY DATA LOCATION AND HANDLING AND MAKE SUCCESSFUL RESPONDENT AWARE OF THEIR REQUIREMENTS.

E. **Appendix A, Section 5, Intellectual Property Matters,** is hereby deleted and replaced in its entirety as follows:

This Contract does not contemplate, authorize or support acquisition of custom software products or services or the creation of intellectual property. If Successful Respondent and Customer seek to contract for such product or service, they must use a separate contract or seek amendment with DIR of this Contract. If DIR and Successful Respondent decide to authorize customized software or hardware products or the creation of intellectual property, then the terms and conditions of ownership of intellectual property will be negotiated between the parties at such time.

F. **Appendix A, Section 6.A, Terms and Conditions Applicable to State Agency Purchases Only,** is hereby deleted and replaced in its entirety as follows:

Under Texas Government Code, Chapter 2054, Subchapter M, and DIR implementing rules, DIR state agency and Institution of Higher Education Customers must procure EIR that complies with the Accessibility Standards defined in the Texas Administrative Codes 1 TAC 206, 1 TAC 213, and in the Worldwide Web Consortium WCAG 2.0 AA technical standard as applicable, and when such products or services are available in the commercial marketplace or when such products are developed in response to procurement solicitations. Successful Respondent complies with Section 255 of the Telecommunications Act of 1996 and the Twenty-First Century Communications and Video Accessibility

Act ("CVAA") of 2010, as applicable. Successful Respondent hereby represents, certifies, and warrants its products and services comply with its then current Accessibility Conformance Reports.

G. **Appendix A, Section 7.2, Internet Access to Contract and Pricing Information,** is hereby deleted and replaced in its entirety as follows:

A. Successful Respondent Webpage

Within thirty (30) calendar days from the Effective Date, Successful Respondent will establish and maintain a website specific to the product and services offerings awarded under the Contract that is clearly distinguishable from other, non-DIR Contract offerings on Successful Respondent's website. Successful Respondent must use a web hosting service that provides a dedicated internet protocol (IP) address. Successful Respondent's website must have a Secure Sockets Layer (SSL) certificate and Customers must access Successful Respondent's website using Hyper Text Transfer Protocol Secure (HTTPS) and it will encrypt all communication between Customer browser and website. The website must include a webpage that contains:

i) a list with description of products and/or services awarded;

ii) Successful Respondent contact information (name, telephone number and email address);

iii) instructions for obtaining quotes and placing Purchase Orders;

iv) the DIR Contract number with a hyperlink to the Contract's DIR webpage;

v) a link to the DIR "Cooperative Contracts" webpage;

vi) the DIR logo in accordance with the requirements of Section 7.9; and

vii) any other information that the Contract indicates is required to be included on the webpage.

B. If Successful Respondent does not meet the webpage requirements listed above, DIR may cancel the Contract without penalty.

H. **Appendix A, Section 7.8, Services Warranty and Return Policies,** is hereby deleted and replaced in its entirety as follows:

Order Fulfiller and Successful Respondent will adhere to Successful Respondent's then-currently published policies concerning product and service warranties and returns. Such policies for Customers will not be more restrictive or more costly than warranty and return policies for other similarly situated customers for like products and services. Warranty and returns for third-party products may also be subject to separate, additional policies and terms set forth by the applicable third-party, in accordance with Section 11 of the Contract, provided said policies and terms were provided to Customers prior to acceptance by Customer of the third-party products. Successful Respondent and Order Fulfiller will assign any such warranty and return rights to Customer, to the extent applicable.

I. **Appendix A, Section 8.1, Purchase Orders,** is hereby deleted and replaced in its entirety as follows:

All Customer Purchase Orders will be placed directly with Successful Respondent or Order Fulfiller. Accurate Purchase Orders shall be effective and binding upon Successful Respondent or Order Fulfiller when accepted by Successful Respondent or Order Fulfiller.

J. **Appendix A, Section 10.1.1, Indemnities by Successful Respondent,** is hereby deleted and replaced in its entirety as follows:

A. Successful Respondent shall defend and indemnify DIR, the State of Texas, and Customers, AND/OR THEIR OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUCCESSORS, ASSIGNEES, AND/OR DESIGNEES ("Indemnified Parties") FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED REASONABLE COSTS, ATTORNEY FEES, AND EXPENSES arising out of, resulting from a claim brought by a third party based upon:

i) any negligent acts or omissions, or willful misconduct of Successful Respondent or its employees, agents, or subcontractors in

connection with the execution or performance of the Contract and any Purchase Orders issued under the Contract;

ii) 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 (an "Infringement") in or in connection with the execution or performance of the Contract and any Purchase Orders issued under the Contract; and

iii) tax liability, unemployment insurance or workers' compensation or expectations of benefits by Successful Respondent, its employees, representatives, agents, or subcontractors in or in connection with the execution or performance of the Contract and any Purchase Orders issued under the Contract.

B. Successful Respondent shall defend Indemnified Parties and shall provide the remedies outlined in Section B below for any third-party claim directly arising from an accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to DIR data, Customer data (including, but not limited to, text, audio, video or image files, provided by Customer to Successful Respondent in connection with Customer's use of Successful Respondent's solutions, and data developed at Customer's specific request related to a statement of work or contract), confidential information of DIR or Customer, any personal identifying information, or any other protected or regulated data resulting from a breach by Successful Respondent of its security obligations as set forth in the Contract or Customer's Purchase Order (a "Data Breach"), provided Customer has complied with any data protection requirements to which it has agreed in writing. Any third-party claim outlined in this Section B is referred to herein as a "Data Breach Claim."

Successful Respondent shall indemnify the Indemnified Parties against the following arising from the Data Breach Claim:

i) final judgement entered by the court of competent jurisdiction, or fine levied by the supervisory authority or regulator;

ii) a final settlement of the Data Breach Claim;

iii) actual and reasonable expenses notifying affected individuals of the loss, destruction, or unauthorized access of data, as such notice is required by applicable law; and

iv) one (1) year of credit monitoring services for individuals affected by the unauthorized access of data.

C. THIS SECTION IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE SUCCESSFUL RESPONDENT TO DEFEND OR INDEMNIFY INDEMNIFIED PARTIES FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF INDEMNIFIED PARTIES.

D. THE DEFENSE SHALL BE COORDINATED BY SUCCESSFUL RESPONDENT WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUCCESSFUL RESPONDENT MAY NOT AGREE TO ANY SETTLEMENT WHICH WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. FOR NON-STATE AGENCY CUSTOMERS, THE DEFENSE SHALL BE COORDINATED BY CUSTOMER'S LEGAL COUNSEL. SUCCESSFUL RESPONDENT AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER AND TO DIR OF ANY SUCH CLAIM.

K. **Appendix A, Section 10.1.2, Infringements,** is hereby deleted and replaced in its entirety as follows:

A. Notwithstanding the foregoing, such indemnity shall not apply, and Successful Respondent shall have no liability under this section if the alleged infringement is caused by:

(1) any designs, specifications or requirements provided by Customer, or on Customer's behalf by a third party;

(2) modification of a Cisco product by Customer, or on Customer's behalf pursuant to Customer's specific instructions;

(3) the amount or duration of use made of a Cisco product, revenue Customer earned, or services Customer offered;

(4) combination, operation, or use of the Cisco product with non-Cisco products, software, content or business processes; or

(5) Customer's failure to change or replace the Cisco product as required and properly notified by Successful Respondent.

B. If Successful Respondent becomes aware of an actual or potential claim of an Infringement, or Customer provides Successful Respondent with notice of an actual or potential claim of an Infringement, Successful Respondent may (or in the case of an injunction against Customer, shall), at Successful Respondent's sole expense: (i) procure for 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.

L. **Appendix A, Section 10.2, Property Damage,** is hereby deleted and replaced in its entirety as follows:

IN THE EVENT OF LOSS, DAMAGE, OR DESTRUCTION OF ANY TANGIBLE PROPERTY (NOT INCLUDING DATA) OF CUSTOMER OR THE STATE DUE TO THE NEGLIGENCE, MISCONDUCT, WRONGFUL ACT OR OMISSION ON THE PART OF SUCCESSFUL RESPONDENT, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS, SUCCESSFUL RESPONDENT SHALL PAY COMMERCIALLY REASONABLE THIRD PARTY COSTS OF EITHER REPAIR, RECONSTRUCTION, OR REPLACEMENT OF THE PROPERTY, AT THE CUSTOMER'S SOLE ELECTION. (IN ADDITION TO COSTS OF PRIVATE CONTRACTORS OR SUPPLIERS, REPAIR OR REPLACEMENT COSTS OF A GOVERNMENTAL ENTITY EMPLOYED TO PERFORM SUCH SHALL MEET THE DEFINITION OF "THIRD PARTY COSTS"). SUCH COSTS SHALL BE ACCURATELY DOCUMENTED BY THE CUSTOMER AND SHALL BE DUE AND PAYABLE BY SUCCESSFUL RESPONDENT NINETY (90) CALENDAR DAYS AFTER THE DATE OF SUCCESSFUL RESPONDENT'S RECEIPT FROM THE CUSTOMER OF A WRITTEN NOTICE AND REQUIRED DOCUMENTATION OF THE AMOUNT DUE. THE FOREGOING SHALL CONSTITUTE CUSTOMER'S, OR STATE'S, AS APPLICABLE, SOLE AND EXCLUSIVE REMEDY FOR SUCH PROPERTY DAMAGE CLAIMS.

M. **Appendix A, Section 10.11, Background and/or Criminal History Investigation,** is hereby deleted and replaced in its entirety as follows:

Prior to commencement of any services, background and/or criminal history investigation of Successful Respondent's employees and Third-Party Providers who will be providing services to the Customer under the Contract may be performed by the Customer or the Customer may require that Successful Respondent or Order Fulfiller relay the confirmation of a successful background check status. Should any employee or Third-Party Provider of Successful Respondent who will be providing services to the Customer under the Contract not be acceptable to the Customer as a result of the background and/or criminal history check, then Customer may immediately terminate its Purchase Order and related Service Agreement or request replacement of the employee or Third-Party Provider in question.

N. **Appendix A, Section 10.12, Limitation of Liability,** is hereby deleted and replaced in its entirety as follows:

A. For any claim or cause of action arising under or related to the Contract, to the extent permitted by the Constitution and the laws of the State, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages.

B. Successful Respondent's aggregate liability to each individual purchasing Customer for damages of any kind under the Contract shall not exceed two times (2x) the total value of the individual purchasing Customer's Purchase Order under the Contract. Such value includes all amounts to be paid over the life of the Purchase Order to Successful Respondent by such Customer as described in the Purchase Order.

C. Notwithstanding the foregoing or anything to the contrary herein, any limitation of Successful Respondent's liability contained herein shall not apply to: claims of bodily injury; disclosures of confidential information (excluding a Data Breach, as defined in Section 10.1.1.B); violations of intellectual property rights including but not limited to patent, trademark, or copyright infringement; and violation of State or Federal law including any penalty of any kind lawfully

assessed as a result of such violation (excluding a Data Breach, as defined in Section 10.1.1.B).

O. **Appendix A, Section 10.15, Required Insurance Coverage,** is hereby deleted and replaced in its entirety as follows:

A. As a condition of the Contract, Successful Respondent shall provide certificates of insurance as evidence that it is maintaining the required insurance within five (5) business days of execution of the Contract if Successful Respondent is awarded services which require that Successful Respondent's employees perform work at any Customer premises or use vehicles to conduct work on behalf of Customers. In addition, when engaged by a Customer to provide services on Customer premises, Successful Respondent shall, at its own expense, secure and maintain the insurance coverage specified herein, and shall provide certificates of insurance as evidence that it is maintaining the required insurance to such Customer within five (5) business days following the execution of the Purchase Order. Successful Respondent may not begin performance under the Contract and/or a Purchase Order until such proof of insurance coverage is provided to DIR and the Customer. If Successful Respondent's services under the Contract will not require Successful Respondent to perform work on Customer premises, or to use vehicles (whether owned or otherwise) to conduct work on behalf of Customers, Successful Respondent may certify to the foregoing facts, and agree to provide notice and the required insurance if the foregoing facts change. The certification and agreement must be provided by executing the Certification of Off-Premise Customer Services in the form provided by DIR, which shall serve to meet the insurance requirements.

B. All required insurance must be issued by companies that have an A rating and a minimum Financial Size Category Class of VII from AM Best, and are licensed in the State of Texas and authorized to provide the corresponding coverage. The Customer and DIR will be included as additional insureds on the required commercial general liability and business automobile liability coverage for liabilities that fall within Successful Respondent's contractual and indemnity obligations pursuant to this Contract. Required coverage must remain in effect

through the term of the Contract and each Purchase Order issued to Successful Respondent thereunder. The insurance requirements are as follows:

P. **Appendix A, Section 10.15.1, Commercial General Liability,** is hereby deleted and replaced in its entirety as follows:

Commercial General Liability must include $1,000,000.00 per occurrence for Bodily Injury and Property Damage with a separate aggregate limit of $2,000,000.00; Personal Injury and Advertising Liability of $1,000,000.00; Products/Completed Operations aggregate Limit of $2,000,000.00 and Damage to Premises Rented: $50,000.00. Agencies may require additional Umbrella/Excess Liability insurance. The policy shall contain the following provisions:

A. Blanket contractual liability coverage for liability assumed under the Contract;

B. Independent Contractor coverage;

C. State of Texas, DIR, and Customer included as an additional insured but only to the extent of liabilities falling within Successful Respondent's contractual and indemnity obligations pursuant to this Contract; and

D. Waiver of Subrogation, but only to the extent of liabilities falling within Successful Respondent's contractual and indemnity obligations pursuant to this Contract.

Q. **Appendix A, Section 10.15.3, Business Automobile Liability Insurance,** is hereby deleted and replaced in its entirety as follows:

Business Automobile Liability Insurance must cover all owned, non-owned, and hired vehicles with a minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. The policy shall contain the following endorsements in favor of DIR and/or Customer:

A. Waiver of subrogation, but only to the extent of liabilities falling within Successful Respondent's contractual and indemnity obligations pursuant to this Contract;

B. Additional insured, but only to the extent of liabilities falling within Successful Respondent's contractual and indemnity obligations pursuant to this Contract.

R. **Appendix A, Section 11.2.1.1, Termination for Non-Appropriation by Customer,** is hereby deleted and replaced in its entirety as follows:

Customers may terminate Purchase Orders if funds sufficient to pay its obligations under the Contract are not appropriated: i) by the governing body on behalf of local governments; ii) by the Texas legislature on behalf of state agencies; or iii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Successful Respondent and/or Order Fulfiller will be provided ten (10) calendar days written notice of intent to terminate. Notwithstanding the foregoing, if a Customer issues a Purchase Order and has accepted delivery of the product or services, they are obligated to pay for the product or services or they may return the product and discontinue using services under any return provisions that Successful Respondent offers. In the event of such termination, Customer will not be in default or breach under the Purchase Order or the Contract, nor shall it be liable for any further payments ordinarily due under the Contract (except for products or services accepted before termination, for which return provisions are provided, which Customer fails to return), nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

S. **Appendix A, Section 11.2.3, Termination for Convenience,** is hereby deleted and replaced in its entirety as follows:

DIR may terminate the Contract, in whole or in part, by giving the other party thirty (30) calendar days' written notice. A Customer may terminate a Purchase Order by giving the other party thirty (30) calendar days' written notice. Notwithstanding the foregoing, if a Customer issued a Purchase Order and accepted delivery of the ordered products or services, the Customer is obligated

to pay for or return and discontinue using the product or services in accordance with the payment and return provisions contained in this Contract.

T. **Appendix A, Section 11.2.4.2, Purchase Order,** is hereby deleted and replaced in its entirety as follows:

Customer or Successful Respondent may terminate a Purchase Order or other contractual document or relationship upon the occurrence of a material breach of any term or condition: (i) of the Contract, or (ii) included in the Purchase Order or other contractual document or relationship, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code, in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non- defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Purchase Order. Customer may immediately suspend or terminate a Purchase Order without advance notice in the event Successful Respondent fails to comply with applicable laws or regulations, if such non-compliance relates to vendor provision of goods or services to the Customer.

U. **Appendix A, Section 11.3, Force Majeure,** is hereby deleted and replaced in its entirety as follows:

DIR, Customer, Order Fulfiller or Successful Respondent may be excused from performance under the Contract or a Purchase Order for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order (each such event, an "Event of Force Majeure"), provided that the party experiencing such Event of Force Majeure has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance and to shorten the duration or impact of the Event of Force Majeure. The party suffering an Event of Force Majeure shall provide notice of the event to the other parties when commercially reasonable. Subject to

this Section, such non-performance shall not be deemed a default or a ground for termination. However, a Customer may terminate a Purchase Order if it is determined by such Customer that Successful Respondent will not be able to deliver services in a timely manner to meet the business needs of such Customer.

V. **Appendix A, Section 13, Warranty,** is hereby deleted and replaced in its entirety as follows:

13 [Reserved]

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

CISCO SYSTEMS, INC.

Authorized By: Signature on File

Name: Jenn Baenziger

Title: Authorized Signatory

Date: 12/20/2024

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

Authorized By: Signature on File

Name: Lisa Massock

Title: Chief Procurement Officer

Date: 1/7/2025

Office of General Counsel: Signature on File

Date: 1/7/2025

Exhibit C

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

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: Paul Linhardt

Printed Name: Paul Linhardt

Title: Sr. Lead Contracts Specialist

Date: 08/07/2026

Company Name: SHI Government Solutions, Inc.

Phone: _____

Email: Contracts@shi.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.**

SHI Government Solutions

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

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

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

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

7

Paul Linhardt

Signature of vendor doing business with the governmental entity

08/07/2026

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.

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: Paul Linhardt

Printed Name: Paul Linhardt

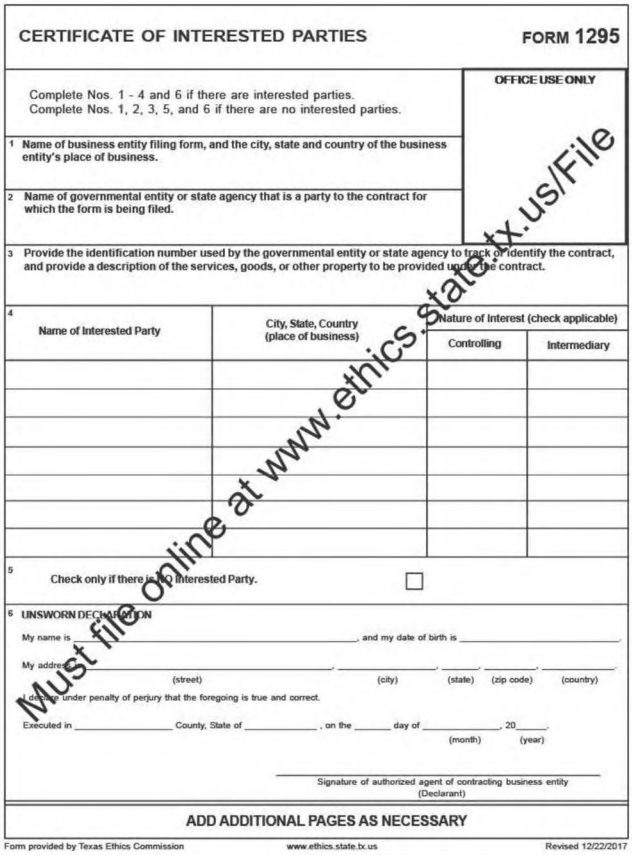
Title: Sr. Lead Contracts Specialist

Date: 08/07/2026

Company Name: SHI Government Solutions, Inc.

Phone: _____

Email: Contracts@shi.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:
2026-1506055

Date Filed:
08/21/2026

Date Acknowledged:

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

SHI
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Brownsville

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

343-26-IT-CP
Cisco

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 Kristina Mann, and my date of birth is December 5, 1987.

My address is 3828 Pecana Trail, Austin (city), TX (state), 78749 (zip code), USA (country).

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

Executed in Somerset County, State of NJ, on the 24 day of August (month), 26 (year).

Kristina Mann

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:
2026-1506055

Date Filed:
08/21/2026

Date Acknowledged:
08/24/2026

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

SHI
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Brownsville

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

343-26-IT-CP
Cisco

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:	Will Trevino, City Attorney
Date:	Tuesday, September 1, 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 GBEDC Tech Park Reinvestment Zone Number Five, 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 2026-1810 designating a +/- 804.13-acre area as Tax Increment Reinvestment Zone #5 (Greater Brownsville Tech District Reinvestment Zone Number Five, City of Brownsville) (the "TIRZ #5), pursuant to Chapter 311, Texas Tax Code. The TIRZ #5 may provide funding for eligible project costs within the TIRZ #5 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 Greater Brownsville Economic Development Corporation (the "Petitioner") under TEX. TAX CODE § 311.005(a)(4) (the "Petition"), requesting, among other things, that the City Commission (the "Commission") designate and create a tax increment reinvestment zone ("TIRZ" or "Zone") in accordance with Chapter 311, Texas Tax Code ("Chapter 311"). The Petition was accepted on June 2, 2026, and a public hearing was called for July 7, 2026. A copy of the petition was filed with the City Secretary on the above date and sought the designation of a TIRZ on approximately 804.13 acres of property located in the City's corporate boundaries, with such property being as more particularly described in Exhibit "A" of the resolution 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 2026-1810 designating the +/- 804.13-acre area as Tax Increment Reinvestment Zone #5 (Greater Brownsville Tech District Reinvestment Zone Number Five, City of Brownsville), pursuant to Chapter 311, Texas Tax Code. The Cameron

County Commissioners Court also approved participation in TIRZ #5. Pursuant to state law, the City and Cameron County must enter into an interlocal agreement to participate and cooperate in funding TIRZ #5.

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 #5 by contributing to the TIRZ #5 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 #5, 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:	Carlos Lastra, City Engineer
Date:	Tuesday, September 1, 2026
Agenda #:	Consideration and **ACTION** to Authorize a Contract with RM Walsdorf Inc. for the Abilene Trail Storm Sewer Improvements Project (246-26-EPW-IFB), in the amount not to exceed $104,911.70, as budgeted. (Engineering and Public Works Department)

Summary:
The City of Brownsville Procurement Department issued an Invitation For Bids (IFB) for the Abilene Trail Storm Sewer Improvements Project, in compliance with the Texas Local Government Code. The solicitation was advertised in the local newspaper and posted on the City's electronic bidding platform. A total of nine (9) bids were received. Following the review of the bids for responsiveness, responsibility, minimum qualifications, and technical requirements, RM Walsdorf Inc. was determined to be the lowest responsive and responsible bidder eligible for award, with a total bid of $104,911.70, as budgeted.

Project Scope and Analysis:
This project consists of the construction of the drainage improvements across Abilene Trail to address water ponding and improve stormwater conveyance. The project includes the construction of drainage improvements, including new 36-inch pipe culvert crossing and associated stormwater infrastructure. This project is estimated to be for a term of sixty (60) consecutive calendar days from the issuance of a notice to proceed.

Funding:

Source: 812-8200-9994-63

Amount: $104,911.70

Local Contribution if Applicable:

Recommendation:

The City of Brownsville Engineering and Public Works Department recommends the approval to award a contract with RM Walsdorf Inc., in the amount not to exceed $104,911.70, as budgeted.

Commission Pillar:
Infrastructure

Attachments:
1. 246-26-EPW-IFB ; Contract RM Walsdorf Inc. Abilene Trial
2. Procurement Analysis 246-26-EPW-IFB Abilene Trail Storm Sewer Improvements

Contract Summary Form
Contract Number 246-26-EPW-IFB

Procurement Info	
Procurement Method:	**IFB, RFP, RFQ**
New Contract:	**Yes ☒ No ☐**
Advertisement Dates, if any:	**June 6, 2026 and June 13, 2026**
Award Date:	**Tuesday, September 1, 2026**
Contractor	
Vendor Name:	RM Walsdorf Inc.
Address:	117 N. Arroyo Blvd., Los Fresnos, Texas 78566
Point of Contact / Project Manager*:	Ernesto Garcia Jr
Email Address:	ernesto@rmwalsdorf.com
City Contact Information	
Department:	Engineering & Public Works
Point of Contact / Project Manager:	Carlos Lastra
Email Address:	Carlos.Lastra@brownsvilletx.gov
Contract Term	
Contract Amount:	$104,911.70
Contract Base/Primary Term:	60 consecutive calendar days from the date of Commencement
Renewal Periods (if any):	N/A
Total Term of Contract:	60 consecutive calendar days
Important Contract Clauses	**Contract Term**
Liquidated Damages:	$1,000.00 per calendar day
Maintenance, Payment & Performance Bonds	Upon City Commission Approval – Exhibit "M, N & O"
City Internal Use	
Signature Sections	**Page: 12**
State or Federal Funds:	**Yes ☐ No ☒**
GL Account:	

CONTRACT FOR:
Abilene Trail Storm Sewer Improvements

A. AGREEMENT

This Agreement is made by and between:

the Owner ("Owner" or "City"):	The City of Brownsville 1001 E. Elizabeth St., P.O. Box 911 Brownsville, Texas 78520
and the Contractor ("Contractor"):	RM Walsdorf Inc. 117 N. Arroyo Blvd. Los Fresnos, Texas 78566
for the following Project ("Project"):	IFB #246-26-EPW-IFB: Abilene Trail Storm Sewer Improvements Project Stillman Road, Brownsville, Texas 78520

Each individually referred to as a "Party" and collectively referred to as the "Parties". Owner and Contractor, in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

B. CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the project. The Contract Documents consist of the following Exhibits:

A. This Agreement;
B. Notice of Award;
C. Invitation For Bids (IFB) #246-26-EPW-IFB;
D. Addenda, as indicated in the IFB;
E. Original Bid submittal;
F. Official Bid Tabulation & Recommendation Letter;
G. Plans and Drawings;
H. Specifications;
I. General Conditions;
J. Special Conditions;
K. Certificates of Insurance;
L. Release of Liens;
M. Payment Bond *(Upon City Commission Approval)*;
N. Performance Bond *(Upon City Commission Approval)*;
O. Maintenance Bond *(Upon City Commission Approval)*; and
P. Form 2 - Statement of Conflict of Interest
Q. Form 3 - Texas Ethics Commission Certificate of Interested Parties (1295)
R. Written Change Orders issued after execution of this Agreement,

which are attached hereto and incorporated herein, and made a part of this Agreement for all

purposes. The Contract Documents represent the entire and integrated agreement between the Owner and the Contractor and supersede all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both the Owner and the Contractor. In the event of an inconsistency or conflict in any of the provisions of the Contract Documents, then the inconsistency or conflict shall be resolved by giving precedence first to this Agreement then to the Contract Documents in the order in which they are listed above.

C. **WORK**

Contractor shall complete all Work as specified or indicated in the Contract Documents for the Project identified herein.

D. **PROJECT**

The Project is the total construction for 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, and is generally defined as IFB #246-26-EPW-IFB:

E. **CONTRACT PRICE; PAYMENT TERMS**

Owner agrees to pay Contractor for performance of the Work in accordance with the Contract Documents the guaranteed maximum price of **One Hundred Four Thousand Nine Hundred Eleven Dollars and Seventy Cents ($104,911.70)** (hereinafter "Guaranteed Maximum Price" or "GMP"). Guaranteed Maximum Price includes all costs incurred by Contractor, including but not limited to Costs of Work (including among others, labor, equipment, materials, fees, inspections, and permits), construction contingency amount, and Contractor's overhead, all bond financing, profit, price escalation and market price variations. Nothing contained in this Agreement shall require the Owner to pay Contractor an aggregate amount that exceeds the Guaranteed Maximum Price or to make any payment if, in the Owner's belief, the cost to complete the Work would exceed the Guaranteed Maximum Price. Change orders may be approved in writing by Owner for increased costs needed for refinement, development and completion of the Project. However, the maximum allowable amount of change orders payable to the Project shall not exceed Twenty-Five percent (25%) of the Guaranteed Maximum Price for the Project.

The Owner shall pay within ***thirty (30) days*** for completed work in monthly draws, less 10% retainage, upon receipt of an acceptable invoice. Invoices shall be in standard form, Application and Certificate for Payment, and shall be accompanied by signed Conditional Release of Liens forms from each applicable subcontractor and supplier.

Retainage shall be paid within in thirty (30) days of receipt of an acceptable Final Invoice. The final Application for Payment shall be accompanied by signed Final Release and Waiver of Liens forms from all subcontractors and suppliers.

F. **CONTRACT TIME**

The Contract Time will commence to run on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 14 days after the Effective Date of the Agreement, and shall substantially complete the Work within 60 consecutive calendar days as identified in the Bid package.

G. **LIQUIDATED DAMAGES**

Contractor recognizes that time is of the essence for completion of the Work, and to achieve Final Acceptance of the Work, and City will suffer financial loss if the Work is not completed within the time(s) specified herein. The Contractor also recognizes the delays, expense and difficulties involved in proving in a legal proceeding, the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, Contractor agrees that as liquidated damages for delay (but not as a penalty), Contractor shall pay City **One Thousand Dollars ($1000.00)** for each day that expires after the time specified in Paragraph F above, for Final Acceptance until the City issues the Final Letter of Acceptance.

H. **INSPECTION AND FINAL ACCEPTANCE**

The City's inspection and acceptance of contractual compliance will be accomplished by an engineering Inspector of the engineering Department. The City reserves the right to reject unsatisfactory work within a 24-hour period. Contractors have 48 hours to correct unacceptable work. (To be corrected during regular working days, holidays or weekends.)

Prior to beginning work, the Contractor shall provide to the City a Schedule of Values related to the Work, which shall be used for purposes of periodic payments.

The Contract Sum shall include all materials, supplies, tools, equipment, permits, perimeter fencing, portable restrooms, construction debris container(s), supervision and labor necessary for the proper prosecution and completion of the Work.

The Contractor warrants that the completed Project shall be adequate for the purposes intended.

I. **INDEMNIFICATION**

(a) CONTRACTOR COVENANTS AND AGREES TO FULLY INDEMNIFY, DEFEND AND HOLD HARMLESS, THE CITY AND THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS AND REPRESENTATIVES OF THE CITY, INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY, DEATH AND PROPERTY DAMAGE, MADE UPON THE CITY DIRECTLY OR INDIRECTLY ARISING OUT OF,

RESULTING FROM OR RELATED TO CONTRACTOR'S ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY ACTS OR OMISSIONS OF CONTRACTOR, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONTRACTOR OF CONTRACTOR, AND THEIR RESPECTIVE OFFICERS, AGENTS EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OF THE RIGHTS OR PERFORMANCE OF THE DUTIES UNDER THIS AGREEMENT. THIS INDEMNIFICATION PROVISION IS SPECIFICALLY INTENDED TO OPERATE AND BE EFFECTIVE EVEN IF IT IS ALLEGED OR PROVEN THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED, IN WHOLE OR IN PART, BY ANY ACT, OMISSION OR NEGLIGENCE OF THE CITY. THIS INDEMNITY PROVISION IS INTENDED TO INCLUDE, WITHOUT LIMITATION, INDEMNITY FOR COSTS, EXPENSES AND LEGAL FEES INCURRED BY THE CITY IN DEFENDING AGAINST SUCH CLAIMS AND CAUSES OF ACTIONS. IN THE EVENT CONTRACTOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

(b) THE PROVISIONS OF THIS INDEMNITY ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. CONTRACTOR SHALL ADVISE THE CITY IN WRITING WITHIN 24 HOURS OF ANY CLAIM OR DEMAND AGAINST THE CITY OR CONTRACTOR KNOWN TO CONTRACTOR RELATED TO OR ARISING OUT OF CONTRACTOR'S ACTIVITIES UNDER THIS AGREEMENT, AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT CONTRACTOR'S COST. THE CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING CONTRACTOR OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.

(c) This Indemnification provision shall survive termination or expiration of the Agreement.

J. **INDEPENDENT CONTRACTOR; PERSONNEL**

(a) Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All Services shall be performed only by Contractor and Contractor's employees. Specifically, Contractor must perform within its own organization, work equivalent to at least thirty-five (35) percent of the Contract Price, unless otherwise approved by the City. Subject to and in accordance with the conditions and provisions of this Agreement, Contractor shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its officers, agents, servants, employees, consultants and subcontractors. Under no circumstances shall Contractor, or any of Contractor's employees, look to City as his/her employer, or as a partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to City's employees, including without limitation worker's

compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance, as well as any and all licenses and permits usual or necessary for conducting the Services. Contractor shall be responsible for paying all applicable local, state and federal taxes.

(b) Contractor represents and warrants to City that its employees performing Work hereunder will have sufficient expertise, training, licensure (if applicable) and experience to accomplish the Work for the Project.

(c) Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Contract Documents. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent. In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions.

K. INSURANCE

(a) The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Brownsville, Texas, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

(b) The City of Brownsville shall be given notice ten (10) days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Purchasing & Contract Services Department located at City Hall, 1001 E. Elizabeth St. 1st Floor Suite 101.

(c) The Contractor's insurance must be provided by an A.M. Best's "A-"rated or better insurance company authorized to issue insurance policies in the State of Texas, subject to approval by the City of Brownsville Department of Safety and Risk Management. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

i. Workers' Compensation and Employers' Liability Insurance

Contractor shall purchase and maintain such insurance coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Texas Labor Code, Ch. 406, as amended), and minimum limits for Employers' Liability as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the

Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of I Contractor' s employees. Any firm performing work for or on behalf of the City of Brownsville must provide Workers' Compensation insurance.

ii. General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage $1,000,000.

This coverage must include, but not limited to:

1. Coverage for the liability assumed by the Contractor under the indemnity provision of the contract.
2. Coverage for Premises/Operations
3. Products/Completed Operations
4. Broad Form Contractual Liability
5. Independent Contractors

iii. Commercial Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits:	Bodily injury	$250,000 each person, $500,000 each occurrence
	Property damage	$100,000 each occurrence

This insurance shall be kept in force until the work under this Agreement has been completed and accepted by the City. The City shall be listed as Additional Insured under the policy.

L. **TERMINATION**

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

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform

the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

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

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

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

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

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

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

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

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

M. WARRANTIES

The Contractor warrants to the Owner that materials and equipment furnished under the Agreement will be of good quality and new unless the Contract Documents require or permit otherwise. The

Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

N. MISCELLANEOUS PROVISIONS

(a) *Successors and Assigns.* All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, and their partners, assigns, successors, subcontractors, executors, heirs, officers, agents, employees, representatives, and administrators.

(b) *Choice of Law*. The laws of the state of Texas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

(c) *No Waiver of Governmental Immunity.* NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO WAIVE CITY'S GOVERNMENTAL IMMUNITY FROM LAWSUIT, WHICH IMMUNITY IS EXPRESSLY RETAINED TO THE EXTENT IT IS NOT CLEARLY AND UNAMBIGUOUSLY WAIVED BY STATE LAW.

(d) *Assignment.* Contractor shall not assign any of Contractor's rights under this Agreement, or delegate the performance of any of Contractor's duties hereunder, without the prior written consent of the City.

(e) *Modification or Amendment.* No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

(f) *Venue.* This Agreement and any and all matters arising directly or indirectly herefrom shall be governed by and construed and enforced in accordance with the Laws of the State of Texas, with the Federal and State Courts of **Cameron County**, Texas having jurisdiction. If at any time there is a dispute between or among the Parties with respect to any matter arising directly or indirectly from this Agreement (an "Agreement Matter"), the Parties agree that, prior to seeking judicial remedy, they will engage in face-to-face negotiations in an attempt to resolve such dispute and shall, upon failing to negotiate a mutually-satisfactory resolution, choose a mutually agreeable neutral third party to mediate such dispute. Mediation shall be non-binding and shall be confidential.

(g) *Execution and Consideration*. This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed

(h) *Notices.* Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to Contractor:	RM Walsdorf Inc. Attn: Ernesto Garcia Jr 117 N. Arroyo Blvd. Los Fresnos, Texas 78566
If to City:	City of Brownsville Attn: City Manager 1001 E Elizabeth St. Brownsville, TX 78520
With Copy to:	City of Brownsville Attn: City Attorney 1001 E Elizabeth St. Brownsville, TX 78520

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

(i) *Cumulative Remedies*. All rights and remedies of the Parties under this Agreement shall be cumulative, and none shall exclude any other right or remedy provided by law, or by any other provisions of the Agreement. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

(j) *Waiver of Breach*. A waiver by either Party of a breach of the Agreement by the other Party does not constitute a continuing waiver or a waiver of any subsequent breach of the Agreement.

(k) *No Third Party Beneficiaries*. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third party beneficiaries by entering into this Agreement.

(l) *Entire Understanding*. This document and any exhibit attached hereto, constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

(m) *Counterparts*. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original if properly executed.

(n) *Miscellaneous Drafting Provisions*. This Agreement shall be deemed drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.

(o) *Authority to Execute*. The individuals executing this Agreement on behalf of the respective Parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the Party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

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

(q) *Prohibition On Contracts With Companies Boycotting Israel*. Contractor acknowledges that in accordance with Chapter 2270 of the Texas Government Code, the City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The terms " boycott Israel" and" company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this* Agreement, *Contractor certifies that Contractor' s signature provides written verification to the City that Contractor: (1) does not boycott Israel, and (2) will not boycott Israel during the term of the Agreement.***

(r) Immigration Nationality Act. As required by law, Contractor shall verify the identify and employment eligibility of its employees who perform work under this Agreement, including completing the Employment Eligibility Verification Form (I-9). Upon request by the City, Contractor shall provide City with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this Agreement. Contractor shall adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any Contractor employee who is not legally eligible to perform such services. **CONTRACTOR SHALL INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY CONTRACTOR, CONTRACTOR'S EMPLOYEES, SUBCONTRACTORS, AGENTS, OR LICENSEES**. City, upon written notice to Contractor, shall have the right to immediately terminate this Agreement for violation of this provision by Contractor.

(s) *Representations*. Each signatory represents this Agreement has been read by the Party for which this Agreement is executed and that such Party has had an opportunity to confer with its legal counsel.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year

first written above.

NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESSED OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE CITY COMMISION OF THE CITY OF BROWNSVILLE.

EXECUTED THIS _____ DAY OF _____, 2026.

OWNER:

_____
(Signature)

_____
Print Name:
City of Brownsville

CONTRACTOR:

_____
(Signature)

Kimberly Walsdorf, President
Print Name: RM Walsdorf, Inc.

Approved as to Form:

Alyssa J. Castillon
Asst. City Attorney FOR
Will Trevino
City Attorney

"EXHIBIT B"

NOTIFICATION OF INTENT TO AWARD

To: RM Walsdorf Inc.
117 N. Arroyo Blvd.
Los Fresnos, Texas 78566

Date: Friday, August 7, 2026
Attn: Mr. Ernesto Garcia Jr
Project Title Abilene Trail Storm Sewer Improvements
Project Location Stillman Road, Brownsville, Texas 78520
Project Number #246-26-EPW-IFB

Dear Mr. Ernesto Garcia Jr

On behalf of the City of Brownsville, I am pleased to announce that your company, RM Walsdorf Inc, will be submitted for approval to City Commission for the above referenced project on September 1, 2026.

This Notice of Intent to Award is subject to execution of a written contract and, as a result, this Notice does NOT constitute the formation of a contract between the City of Brownsville and RM Walsdorf Inc. RM Walsdorf Inc shall not acquire any legal or equitable rights relative to the contract services until a contract containing terms and conditions acceptable to the City of Brownsville is executed.

The City of Brownsville further reserves the right to cancel this Notice of Intent to Award at any time, with or without cause, prior to the execution of a written contract.

Congratulations and we look forward to working with your company on this project.

Thank you,

Alexandra Guajardo

Alexandra Guajardo
Contrct Administrator
Procurement Department
City of Brownsville, Texas

The Brownsville Herald

PUBLISHER'S AFFIDAVIT
STATE OF TEXAS
COUNTY OF CAMERON

I, Sally Rodriguez, being duly sworn on her oath states that she is the Legal Representative of the BROWNSVILLE HERALD a semi-weekly newspaper in Cameron County and that the attached notice did print in the following issues:

Date: June 06, 2026
Acct: City Of Bro. Purchasing L Acct #30004791
IO: #30281626 (Invitation to Bid/Proposal)

Sally Rodriguez

SALLY RODRIGUEZ

Subscribed and sworn to before me on this
the 1st day of July, 2026

Norma I. Barras

Notary Public, Cameron County

NORMA I. BARRAS
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES 9-25-2027
ID # 128747846

SCANNED

BROWNSVILLE
The Herald

PUBLISHER'S AFFIDAVIT
STATE OF TEXAS
COUNTY OF CAMERON

I, Sally Rodriguez, being duly sworn on her oath states that she is the Legal Representative of the BROWNSVILLE HERALD a semi-weekly newspaper in Cameron County and that the attached notice did print in the following issues:

Date: June 13, 2026
Acct: City Of Bro. Purchasing L Acct #30004791
IO: #30281896 (Bid/Proposal/Qualificatio)

Sally Rodriguez
SALLY RODRIGUEZ

Subscribed and sworn to before me on this
the 1st day of July, 2026

Norma I. Barras
Notary Public, Cameron County

NORMA I. BARRAS
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES 9-25-2027
ID # 128747846

SCANNED

726 Miscellaneous

WE BUY Real Estate Notes 956-399-1199

727

WE BUY LAND!! WE BUY HOUSES APARTMENTS!! ANYWHERE!! ANY CONDITION!! WE PAY CASH!! ANY PRICE!! >956-293-0539<

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101 Legal Notices

INVITATION TO BID/PROPOSE

BROWNSVILLE PUBLIC UTILITIES BOARD

NO.	PRE-BID/ PROPOSAL CONFERENCE VIA CONFERENCE CALL	SUBMISSION	OPENING	NAME
Q 044-26	N/A	06/30/26 2:00 PM	06/30/26 2:15 PM	Request for Qualifications for Geotechnical & Material Testing for Water & Wastewater Projects

*B/P/Q (BID/PROPOSAL/QUALIFICATIONS)

Sealed bids/proposals/qualifications will be received by the Brownsville Public Utilities Board, at the office of DIANE SOLITAIRE, PURCHASING, 1155 FM 511, OLMITO, TEXAS 78575, (956) 983-6364. The bids/proposals/qualifications will be received until the date specified above. INTERESTED BIDDERS/PROPOSERS MAY OBTAIN SPECIFICATIONS AND/OR INFORMATION AT THE BPUB PURCHASING DEPARTMENT. Bidders/Proposers are invited to attend the bid/proposal/qualification opening at the Office of the Purchasing Department on the dates specified. Presence at the bid opening is not mandatory. Specifications may also be obtained at https://www.bidnetdirect.com/texas/brownsville-pub

06/06/26

HACB HOUSING AUTHORITY CITY OF BROWNSVILLE

2606 BOCA CHICA BLVD
BROWNSVILLE, TX 78521
(956) 541-8315
www.hacb.us

INVITATION FOR BIDS (IFB)

The Citrus Gardens Annex property is hereby soliciting Bids for the following item:

1. IFB No. 26-002 Re-roofing Project at Citrus Gardens Annex

The Citrus Gardens Annex property is seeking to engage qualified firms to perform the professional service item mentioned above. All applicants must comply with the IFB requirements and must address all items. All Bids must be submitted electronically no later than 4:00 p.m. C.S.T. on Wednesday, July 1, 2026, through the Housing Agency Marketplace. All bids received will be publicly opened at 2606 Boca Chica Blvd., Brownsville, Texas 78521 at 4:00 p.m. C.S.T. No Bids will be accepted for consideration after the deadline specified above. Any Bids not fully addressing the requirements of the Invitation for Bids may be considered a non-responsive bid and may be eliminated from further consideration.

There will be a non-mandatory pre-bid meeting for the IFB item on Wednesday, June 10, 2026, at 10:30 a.m. at 2100 Grapefruit St., Brownsville, TX 78521.

This IFB (and any future Addendums to it) may be obtained by accessing the Housing Agency Marketplace website https://ha.internationaleprocurement.com. If you have any problems obtaining the document, please contact Mr. Julio C. Martinez, Procurement Manager at jcmartinez@hacb.us or (956) 214-1536.

PUBLISHED: 05/30/2026 & 06/06/2026

101 Legal Notices

BROWNSVILLE

City of Brownsville Procurement Department

INVITATION

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

Description	Number	Pre-Bid/Proposal Meeting	Proposal Opening
Invitation For Bids For: Abilene Trail Storm Sewer Improvements	*B 246-26-EPW-IFB	Wednesday, June 17, 2026 @ 10:00 A.M CT TEAMS VIRTUAL MEETING	Tuesday, July 14, 2026 @ 3:00 PM CT TEAMS VIRTUAL MEETING

Interested Bidders/Proposer are invited to attend the Bid/Proposal opening via Video conference on the dates specified. Presence is not mandatory. Specifications may also be viewed and downloaded at: http://www.brownsvilletx.gov or https://brownsvilletx.bonfirehub.com/ (956) 548-6087 office, e-mail: purchasing@brownsvilletx.gov.

6/6/2026

101 Legal Notices

CITATION BY PUBLICATION- TRC 109 & 114

THE STATE OF TEXAS

2025-DCL-06912

Planet Home Lending, LLC VS Rosa M. Barrada, et al — § IN THE 197TH DISTRICT COURT § OF § CAMERON COUNTY TEXAS

TO: **The Unknown Heirs at Law of Ramiro Barreda, Deceased No Known Address**

NOTICE TO DEFENDANT: "You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 am on the Monday next following the expiration of 42 days after the date this citation was issued, a default judgment may be taken against you. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at TexasLawHelp.org."

You are hereby commanded to appear by filing a written answer to the **Plaintiffs Original Petition** at or before 10:00 o'clock A.M. on the Monday next after the expiration of 42 days after the date of issuance of this citation before the Honorable 445th District Court of Cameron County, at the Courthouse in said County in Brownsville, Texas. Said **Plaintiffs Original Petition** was filed in said court on the 19th day of December, 2025 in the above entitled cause.

A brief statement of the nature of this suit is as follows, to-wit:

as is more fully shown by **Plaintiffs Original Petition** on file in this suit.

Issued and given under my hand and seal of said Court at Brownsville, Texas, on this the 19th day of May, 2026.

CITATION BY PUBLICATION- TRC 109 & 114

THE STATE OF TEXAS

2025-DCL-06139-E

U.S. Bank Trust National Association not in its individual capacity but solely as owner trustee for RCF 2 Acquisition Trust vs Hilda Lopez, et al — § IN THE 357TH DISTRICT COURT § OF § CAMERON COUNTY, TEXAS

TO: **The Unknown Heirs-at-Law of Alejandro Lopez Tapia a/k/a Alejandro Lopez, Deceased No Known Address**

NOTICE TO DEFENDANT: "You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 am on the Monday next following the expiration of 42 days after the date this citation was issued, a default judgment may be taken against you. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at TexasLawHelp.org."

You are hereby commanded to appear by filing a written answer to the Plaintiff's First Amended Petition at or before 10:00 o'clock A.M. on the Monday next after the expiration of 42 days after the date of issuance of this citation before the Honorable 357th District Court of Cameron County, at the Courthouse in said County in Brownsville, Texas. Said Plaintiff's First Amended Petition was filed in said court on the 23rd day of December, 2025 in the above entitled cause.

A brief statement of the nature of this suit is as follows, to-wit:

Plaintiff U.S. Bank Trust National Association not in its individual capacity but solely as owner trustee for RCF 2 Acquisition Trust, its successors and assigns, by and through its attorney of record, Myra Homayoun of McCarthy & Holthus, LLP, 1255 West 15th Street, Suite 1060, Plano, Texas 75075 brought suit in rem only, against Hilda Lopez a/k/a Hilda Morales Lopez, Alejandro "Alex" Lopez Jr., Paulina Lopez, Andrea Lopez, by and through her next friend and guardian, Hilda Lopez a/k/a Hilda Morales Lopez, Beatriz Beltran Cafvillo, and the Unknown Heirs-at-Law of Alejandro Lopez Tapia a/k/a Alejandro Lopez, Deceased, and any other person(s) claiming any right, title, or interest through Alejandro Lopez Tapia a/k/a Alejandro Lopez, as heir(s)-at-law to 93 Pizarro Ave, Rancho Viejo, Texas 78575 and legally described to wit: LOT NINETY-THREE (93), LOPEZ LIVING TRUST SUBDIVISION, TOWN OF RANCHO VIEJO, CAMERON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET I, PAGE 3391, MAP RECORDS, CAMERON COUNTY, TEXAS, BEING ARE-PLAT OF LOTS 93 AND 95, BLOCK 3, RANCHO VIEJO SUBDIVISION, SECTION II, TOWN OF RANCHO VIEJO, CAMERON COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 25, PAGE 34, MAP RECORDS, CAMERON COUNTY, TEXAS as is more fully shown by Plaintiff's First Amended Petition on file in this suit.

Issued and given under my hand and seal of said Court at Brownsville, Texas, on this the 5th day of May, 2026

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SCANNED

INVITATION TO BID/PROPOSE

BROWNSVILLE PUBLIC UTILITIES BOARD

NO.	PRE-BID/ PROPOSAL CONFERENCE VIA CONFERENCE CALL	SUBMISSION	OPENING	NAME
B 044-26	N/A	06/30/26 2:00 PM	06/30/26 2:15 PM	Request for Qualifications for Geotechnical & Material Testing for Water & Wastewater Projects

"RFP/Q (BID/PROPOSAL/QUALIFICATIONS)

Sealed bids/proposals/qualifications will be received by the Brownsville Public Utilities Board, at the office of **DIANE SOLITAIRE, PURCHASING, 1155 FM 511, OLMITO, TEXAS 78575, (956) 983-6364. The bids/proposals/qualifications will be received until the date specified above. INTERESTED BIDDERS/PROPOSERS MAY OBTAIN SPECIFICATIONS AND/OR INFORMATION AT THE BPUB PURCHASING DEPARTMENT.** Bidders/Proposers are invited to attend the bid/proposal/qualification opening at the Office of the Purchasing Department on the dates specified. Presence at the bid opening is not mandatory. Specifications may also be obtained at https://www.bidnetdirect.com/texas/brownsville-pub

06/13/26

Extra Space Storage, on behalf of itself or its affiliates, Life Storage or Storage Express, will hold a public auction to satisfy Extra Space's lien, by selling personal property described below belonging to those individuals listed below at the location indicated. **All spaces contain household furniture unless otherwise noted. $100.00 Clean up deposit required.**

Property #4236

1795 Coffee Rd, Brownsville, TX 78521

- Marco Raygoza
- Sergio Mendoza
- Diego Rincon

Auction Date: June 24, 2026,
Time: 10:00 AM

The auction will be listed and advertised on www.storagetreasures.com. Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.

FOR RENT FOR SALE
myRGV.com Classifieds
The Herald
VALLEY STAR
TO PLACE AN AD
Call: 956-683-4200
(For The Monitor, Brownsville Herald & Valley Morning Star)
CLASSIFIEDS ADS ON THE WEB
www.myRGV.com/classifieds
E MAIL:
ads@valleyclassifieds.com
OUT OF TOWN:
1-866-572-7355

CAMERON COUNTY
INVITATION

Cameron County is requesting bids/proposals/qualifications for the following, which should BE REFERENCED ON ENVELOPE, "ATTN: COMMISSIONERS COURT - SEALED BID/PROPOSAL:

DEADLINE - **3:00 p.m.**

07/08/26 **RFP #1220 INDEPENDENT AUDITORS**

A = Annual Q = Quarterly B = Bid RFP = Proposal RFQ = Qualifications

Detailed specifications are available from Dalia Loera at 956/544-0871 of the County Purchasing Department or website – Bids & Specs. Tab https://www.cameroncountytx.gov/purchasing-bids-rfpq-addms-labs/

Your sealed submittals should contain the REFERENCE "ATTN: COMMISSIONERS COURT – SEALED BID/PROPOSAL/REQUEST FOR QUALIFICATIONS ON THE OUTSIDE OF YOUR RETURN ENVELOPE and addressed and sent to the County Purchasing Department - **Cameron County Courthouse, (Dancy Building) 1100 E. Monroe St., Basement Floor, Room # B17, Brownsville, TX. 78520.** Properly referenced and returned Bids/ RFP's / RFQ's will be opened at the Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas in the Purchasing Department – Basement Floor – Room #B17 at 3:00 p.m. (as per Purchasing Dept. time clock) on deadline date. Bidders are invited to attend. Cameron County is an Equal Employment Opportunity Employer and expressly reserves the right to accept or reject any and all submittals and may waive formalities.

06/13/2026

PROCUREMENT SERVICES DEPARTMENT
INVITATION
BID/CSP/RFQ (Bid/Competitive Sealed Proposal/Request for Qualification)

Description	Number	Submission/ Opening
Fire Extinguisher Material and Fire Suppressant System District-Wide **Senior Buyer: Connie Alvear, CTSBO**	RFP 27-065	07/09/2026 Submission 9:00 AM Opening 9:15 AM
Fumigation/Extermination and Herbicide Services District-Wide **Senior Buyer: Connie Alvear, CTSBO**	RFP 27-068	07/09/2026 Submission 9:00 AM Opening 9:30 AM
Asbestos and Mold Abatement Contract Services District-Wide **Senior Buyer: Connie Alvear, CTSBO**	RFP 27-069	07/09/2026 Submission 9:00 AM Opening 9:45 AM

Respondents must submit bids/proposals electronically using the BISD eBid System by the established deadline (*Not applicable), or sealed bids/proposals/qualifications may be received at the office of Mrs. Delia Rodriguez, RTSBA, CTCD Procurement Services Director, 1900 E. Price Rd, 1st Floor, RM 107, Brownsville, TX 78521-2417, (956) 548-8361. If you have any questions please contact the assigned Senior Buyer, as listed above. **The BISD eBid System's website is https://bisdpurchasing.ionwave.net.**

06/13/2026

NOTICE OF A REGULAR MEETING OF THE PLANNING AND ZONING COMMISSION

NOTICE IS HEREBY GIVEN TO ALL INTERESTED PERSONS, THAT THE CITY OF BROWNSVILLE, TEXAS, HAS BEEN REQUESTED (AND/OR PROPOSES) TO ADOPT THE FOLLOWING ORDINANCE(S):

Ordinance Number 235-2026-013: To rezone from to Residential Transition (R-3) to Light Industrial (LI) to allow a warehouse/ business operation for a 0.906 acre of land out of the North 5.10 acres of the North 10.48 acres out Block 20, El Jardin Subdivision, of Share 33 of Share 19, Espiritu Santo Grant, Cameron County, Texas, located at 2616 Od Port Isabel Road, Brownsville, Texas 78526.

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.

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.

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.

* * * * * * * * * * * * * * * * *

Pursuant to Chapter 551, Title 5 of the Texas Government Code, the Texas Open Meetings Act, notice is hereby given that the Planning and Zoning Commission of the City of Brownsville, Texas, has scheduled a **Regular Meeting** on **Thursday, July 9, 2026**, at 5:30 P.M., in the Commission Chambers, on the Second Floor of the City Hall – Old Federal Building, located at 1001 East Elizabeth Street, Brownsville, Cameron County, Texas, 78520.

City Commission will be held on Tuesday, July 21, 2026, at 5:00 P.M. for 1st Reading on approved ordinances from the aforementioned list (the link and location to this meeting will be provided by the Office of the City Secretary)

* * * * * * * * * * * * * * * * *

Members of the public who submit "Public Comment Forms" will be permitted to offer public comments as provided by the agenda and as permitted by the presiding officer during the meeting at the aforementioned time and location by and before said City. For further information, please call (956) 548-6150 (Para más información, favor de llamar al (956) 548-6150). Of all said matters and things, all persons interested in the [illegible]

BROWNSVILLE
On The Border. For The Sun.

City of Brownsville Procurement Department

INVITATION

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

Description	Number	Pre-Bid/Proposal Meeting	Opening Meeting
Invitation For Bids For: Abilene Trail Storm Sewer Improvements	*B 248-26-EPW-IFB	Wednesday, June 17, 2026 @ 10:00 A.M CT TEAMS VIRTUAL MEETING	Tuesday, July 14, 2026 @ 3:00 P.M CT TEAMS VIRTUAL MEETING
Request For Proposals For: Citywide Municipal Code Compliance Field Assessment and Analysis Services	*P 197-26-CMO-RFP	Tuesday, June 23, 2026 @ 10:30 A.M. CT TEAMS VIRTUAL MEETING	Tuesday, July 21, 2026 @ 3:00 P.M CT TEAMS VIRTUAL MEETING
Request For Qualifications For: On-Call Construction Management Services for the City of Brownsville	*Q 259-26-BMS-RFQ	Tuesday, June 23, 2026 @ 10:00 A.M CT TEAMS VIRTUAL MEETING	Thursday, July 16, 2026 @3:00 P.M CT TEAMS VIRTUAL MEETING

Interested Bidders/Proposer are invited to attend the Bid/Proposal opening via Video conference on the dates specified. Presence is not mandatory. Specifications may also be viewed and downloaded at: http://www.brownsvilletx.gov or https://brownsvilletx.bonfirehub.com/ (956) 548-6067 office, e-mail: purchasing@brownsvilletx.gov.

06/13/2026

SCANNED

ADDENDUM #1

Invitation For Bids For: Abilene Trail Storm Sewer Improvements

IFB #: 246-26-EPW-IFB

ADDENDUM NOTICE
This Addendum modifies the original solicitation documents. Respondents are responsible for reviewing all changes, clarifications, and revisions contained herein.

ACTION REQUIRED:
Addendum acknowledgment shall be completed in Form 1 – Proposal Acknowledgment & Authorized Contact.

Separate signatures, email confirmations, or individual acknowledgments for each addendum are not required unless explicitly stated in this Addendum.

CONTACT INFORMATION:

Alondra Palacios
City of Brownsville – Procurement Department
City Hall 1001 E. Elizabeth St. 1ST FLOOR Suite No. 101 Brownsville, Texas 78520
Phone: (956) 548-6087
Email: purchasing@brownsvilletx.gov

Clarifications/Additional Information/Changes to the Original Solicitation Package:

- Answer to Questions – **Attachment A**
- Revised Bid Schedule and Construction Drawings – **Attachment B**

Public Q&A

Extra Items

Vendor, Jun 16, 2026 4:41 PM CDT, Not Public - Pending

will there be need of TRENCH PROTECTION?

plans show ditch regrading, 12x46 no pay item

- Yes, Trench Safety will be added to the Bid Schedule
- For the ditch regrade, please refer to Item #9 on the Bid Schedule

Pre-bid meeting attendees list

Vendor, Jun 22, 2026 8:25 AM CDT, Not Public - Pending

Would you please post the pre-bid meeting attendees list?

- Yes, please see attached.

1. Summary

Meeting title	Pre-Bid Meeting: 246-26-EPW-IFB Abilene Trail Storm Sewer Improvements
Attended participants	7
Start time	6/17/26, 9:22:29 AM
End time	6/17/26, 10:05:59 AM
Meeting duration	43m 29s
Average attendance time	10m 23s

2. Participants

Name	First Join	Last Leave	In-Meeting Duration	Email	Participant Role
Alondra Palacios	6/17/26, 9:48:23 AM	6/17/26, 10:05:55 AM	17m 31s	Alondra.Palacios@brownsvilletx.gov	Alondra.Pa Organizer
Hans Meyer	6/17/26, 9:50:21 AM	6/17/26, 10:05:42 AM	15m 21s	Hans.Meyer@brownsvilletx.gov	Hans.Meye Presenter
A&I Custom Manufacturing - Ellen (Unverified)	6/17/26, 9:57:07 AM	6/17/26, 10:05:59 AM	8m 51s		Presenter
Ambiotec (Unverified)	6/17/26, 9:57:08 AM	6/17/26, 10:05:48 AM	8m 39s		Presenter
Carlos (CAPA) (Unverified)	6/17/26, 9:57:08 AM	6/17/26, 10:05:38 AM	8m 29s		Presenter
Ismael Herrera (A&I Custom Manufacturing) (Unverified)	6/17/26, 9:57:09 AM	6/17/26, 10:05:58 AM	8m 49s		Presenter
Carlos Lastra	6/17/26, 10:00:45 AM	6/17/26, 10:05:47 AM	5m 1s	Carlos.Lastra@brownsvilletx.gov	Carlos.Last Presenter

3. In-Meeting Activities

Name	Join Time	Leave Time	Duration	Email	Role
Alondra Palacios	6/17/26, 9:48:23 AM	6/17/26, 10:05:55 AM	17m 31s	Alondra.Palacios@brownsvilletx.gov	Organizer
Hans Meyer	6/17/26, 9:50:21 AM	6/17/26, 10:05:42 AM	15m 21s	Hans.Meyer@brownsvilletx.gov	Presenter
A&I Custom Manufacturing - Ellen (Unverified)	6/17/26, 9:57:07 AM	6/17/26, 10:05:59 AM	8m 51s		Presenter
Ambiotec (Unverified)	6/17/26, 9:57:08 AM	6/17/26, 10:05:48 AM	8m 39s		Presenter
Carlos (CAPA) (Unverified)	6/17/26, 9:57:08 AM	6/17/26, 10:05:38 AM	8m 29s		Presenter
Ismael Herrera (A&I Custom Manufacturing) (Unverified)	6/17/26, 9:57:09 AM	6/17/26, 10:05:58 AM	8m 49s		Presenter
Carlos Lastra	6/17/26, 10:00:45 AM	6/17/26, 10:05:47 AM	5m 1s	Carlos.Lastra@brownsvilletx.gov	Presenter

4. Meeting Engagement

Name	Engagement Type	Time
Alondra Palacios	Turned on camera	6/17/26, 10:02:49 AM
Hans Meyer	Unmuted	6/17/26, 9:50:36 AM
Hans Meyer	Unmuted	6/17/26, 9:51:17 AM
Hans Meyer	Unmuted	6/17/26, 10:05:41 AM
A&I Custom Manufacturing - Ellen (Unverified)	Unmuted	6/17/26, 9:58:55 AM
A&I Custom Manufacturing - Ellen (Unverified)	Unmuted	6/17/26, 9:59:03 AM
Ambiotec (Unverified)	Unmuted	6/17/26, 10:00:57 AM
Ambiotec (Unverified)	Unmuted	6/17/26, 10:05:46 AM
Ismael Herrera (A&I Custom Manufacturing) (Unverified)	Unmuted	6/17/26, 10:03:25 AM
Carlos Lastra	Unmuted	6/17/26, 10:00:51 AM
Carlos Lastra	Unmuted	6/17/26, 10:04:24 AM
Carlos Lastra	Turned on camera	6/17/26, 10:04:29 AM

Ambiotec Civil Engineering Group, Inc.
5420 Paredes Line Road
Brownsville, TX 78526
Phone (956) 548-9333 / Fax (956) 548-9399
TBPE Firm No. F-4126 TBPLS Reg. No. 10005300

Project Addendum No. 1

Project:	**Abilene Trail Road Drain-Ditch**	**Date:**	**June 25, 2026**
From:	**Alan Cuevas**	**Project No.:**	**3871**
Owner:	**City of Brownsville**		

ADDENDUM No. 1

CONTRACT DOCUMENT REVISIONS

1. Revised Bid Schedule

- The Bid Schedule has been revised to include items for Trench Safety and Dewatering.
- An Alternate Bid Item has been added for the installation of 36-inch Reinforced Concrete Pipe (RCP) by Jack and Bore, to avoid conflicts with existing utilities within the project area.

2. Revised Construction Drawings

- Sheet 5 has been revised to depict the proposed bore crossing and associated improvements.

All other Contract Documents remain unchanged.

Bid Schedule for
Abilene Trail Rd. Drain Ditch

BASE BID

Item No.	Item	Qty.	Unit	Unit Cost	Total Cost
ABILENE TRAIL					
1	Remove Exist. Asphalt Pavement, Flexbase, and Subgrade	30	SY		
2	2" HMAC w/MC-30	140	SY		
3	6" Crushed Limestone	50	SY		
4	7" Limed Sub-Grade Compacted in Place	75	SY		
5	5% Type A Hydrated Lime Mat'ls only (120lbs/cu ft)	1.13	TON		
6	24" Wide Curb & Gutter	120	LF		
7	36" RCP Class IV W/Rubber Gasket	128	LF		
8	Adjust 8" Waterline Including Fittings and All Other Appurtenances	1	LS		
9	Drain Ditch Regrade	1	LS		
10	Fill w/Concrete the Gap Between Bottom of 36" RCP to the Top of 15" PVC (If Ground Water is Found During the Excavation Process, Provide Gravel Over Existing 15" Sanitary Sewer Line)	1	LS		
11	Concrete Riprap Between Headwalls	1	LS		
12	Concrete Headwall For 36" RCP (Includes Excavation, Concrete Formwork, Reinforcement, and All Appurtenances Necessary to Complete the Work)	2	EA		
13	Storm Water Pollution Prevention Plan Implementation	1	LS		
14	***Trench Safety***	*1*	*LS*		
15	Traffic Control Plan (Prepared & sealed by Texas P.E.)	1	LS		
16	Traffic Control Implementation (Inc'l. Signage, Barricades, Flagmen, Etc. during Construction)	1	LS		
	Total Base Bid:				

TOTAL BASE BID AMOUNT (ITEMS 1-16):_____

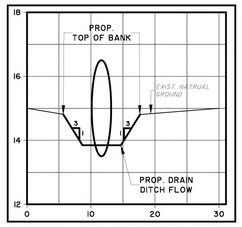
(written in words)

ALTERNATE BID

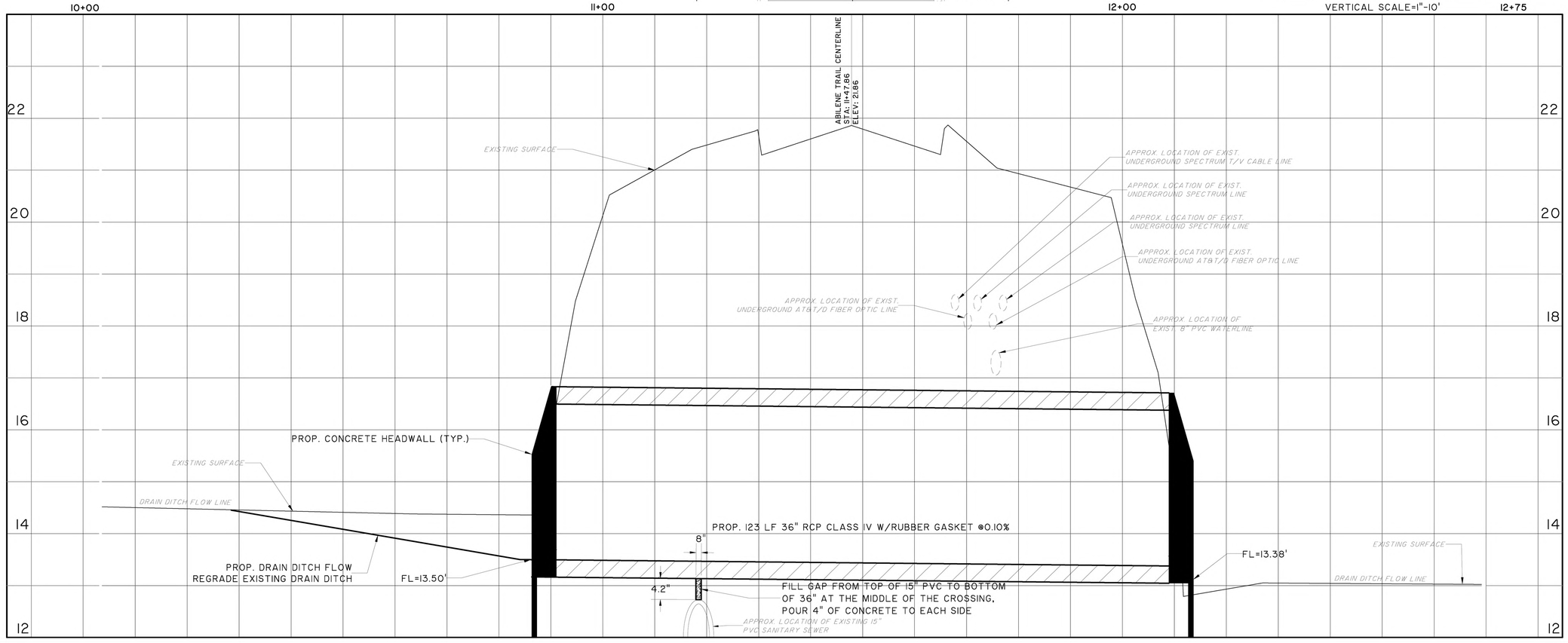
Item No.	Item	Qty.	Unit		
Abilene Trail					
1.A	Dewater if any ground water is found	*1*	*LS*		
1.B	***Jack & Bore as necessary to avoid existing utilities***	*48*	*LF*		
	ABILENE TRAIL - SUBTOTAL				

NOTES:

1. CONTRACTOR SHALL DETERMINE THE EXACT LOCATION, HORIZONTAL, AND VERTICAL OF ALL EXISTING UTILITIES BEFORE BEGINNING CONSTRUCTION.
2. CONTRACTOR SHALL SAW CUT ALL EXISTING IMPROVEMENTS IN A NEAT STRAIGHT LINE ALONG BACK OF CURB LINE (SUBSIDIARY TO CURB & GUTTER ITEM, NO SEPARATE PAY)
3. CONTRACTOR SHALL PROTECT EXIST. PRIVATE PROPERTY (INCLUDING MAILBOXES, SIDEWALKS, DRIVEWAYS, CURB & GUTTER, ASPHALT PAVEMENT, IRRIGATION LINES, LANDSCAPING, ETC.) FROM DAMAGE DURING CONSTRUCTION, & RE-INSTALL AS REQUIRED (NO SEPARATE PAY. SUBSIDIARY TO OTHER ITEMS). COORDINATE WITH INSPECTOR.
4. IF ANY ARE ENCOUNTERED DURING CONSTRUCTION, EXIST. MANHOLES AND WATER VALVES SHALL BE ADJUSTED TO GRADE, WHETHER OR NOT SHOWN ON THE PLANS. (SUBSIDIARY TO OTHER ITEMS).



DRAIN DITCH CROSS SECTION A-A



AMBIOTEC
CIVIL ENGINEERING GROUP, INC.
5420 Paredes Line Road Fax (956)548-0399
Brownsville, Texas 78526 (956)548-0333
TBPE FIRM No. F-4126
TBPLS REG No. 100280

VICENTE MENDEZ 76858 LICENSED PROFESSIONAL ENGINEER STATE OF TEXAS

6/24/26

ABILENE TRAIL RD DRAIN
STORM SEWER IMPROVEMENTS

PREPARED FOR: CITY OF BROWNSVILLE

PROP. PLAN & PROFILE
STA. 10+00 - 12+75

△ 08/28/26 - REVISED AS PER ADDENDUM NO.1

SCALE: 1"=10'	DATE: JUN. 2026
DESIGN BY:	K. SALDIVAR
DRAWN BY:	ALAN C.
CHECKED BY:	K. SALDIVAR
APPROVED BY:	V. MENDEZ
PROJECT NO.:	3871

SHEET 5 OF 6

Jul 29, 2026 - 3:45pm
G:\3871 - City of Brownsville - Abilene Trail Rd Drain-Ditch\Dwg Eng\00 - PLAN & PROFILE.dwg

ADDENDUM #2

Invitation For Bids For: Abilene Trail Storm Sewer Improvements

IFB #: 246-26-EPW-IFB

ADDENDUM NOTICE
This Addendum modifies the original solicitation documents. Respondents are responsible for reviewing all changes, clarifications, and revisions contained herein.

ACTION REQUIRED:
Addendum acknowledgment shall be completed in Form 1 – Proposal Acknowledgment & Authorized Contact.

Separate signatures, email confirmations, or individual acknowledgments for each addendum are not required unless explicitly stated in this Addendum.

CONTACT INFORMATION:

Alondra Palacios
City of Brownsville – Procurement Department
City Hall 1001 E. Elizabeth St. 1ST FLOOR Suite No. 101 Brownsville, Texas 78520
Phone: (956) 548-6087
Email: purchasing@brownsvilletx.gov

Clarifications/Additional Information/Changes to the Original Solicitation Package:

- Revised Bid Schedule – **Attachment A**

Ambiotec Civil Engineering Group, Inc.
5420 Paredes Line Road
Brownsville, TX 78526
Phone (956) 548-9333 / Fax (956) 548-9399
TBPE Firm No. F-4126 TBPLS Reg. No. 10005300

Project Addendum No. 2

Project:	Abilene Trail Road Drain-Ditch	Date:	July 6, 2026
From:	Alan Cuevas	Project No.:	3871
Owner:	City of Brownsville		

ADDENDUM No. 2

CONTRACT DOCUMENT REVISIONS

- Replace Bid Schedule with attached Bid Schedule. Revisions are shown in italics.

Bid Schedule
3871 - Abilene Trail

BASE BID

Item No.	Item	Qty.	Unit	Unit Cost	Total Cost
ABILENE TRAIL					
1	Remove Exist. Asphalt Pavement, Flexbase, and Subgrade	30	SY		
2	2" HMAC w/MC-30	140	SY		
3	6" Crushed Limestone	50	SY		
4	7" Limed Sub-Grade Compacted in Place	75	SY		
5	5% Type A Hydrated Lime Mat'ls only (120lbs/cu ft)	1.13	TON		
6	24" Wide Curb & Gutter	120	LF		
7	36" RCP Class IV W/Rubber Gasket	128	LF		
8	Adjust 8" Waterline Including Fittings and All Other Appurtenances	1	LS		
9	Drain Ditch Regrade	1	LS		
10	Fill w/Concrete the Gap Between Bottom of 36" RCP to the Top of 15" PVC (If Ground Water is Found During the Excavation Process, Provide Gravel Over Existing 15" Sanitary Sewer Line)	1	LS		
11	Concrete Riprap Between Headwalls	1	LS		
12	Concrete Headwall For 36" RCP (Includes Excavation, Concrete Formwork, Reinforcement, and All Appurtenances Necessary to Complete the Work)	2	EA		
13	Storm Water Pollution Prevention Plan Implementation	1	LS		
14	***Dewatering as necessary including well points, gravel, etc. to provide stable trench***	1	LS		
15	***Jack & Bore complete in place (including appropriate casing if necessary)***	48	LF		
16	Trench Safety	1	LS		
17	Traffic Control Plan (Prepared & sealed by Texas P.E.)	1	LS		
18	Traffic Control Implementation (Inc'l. Signage, Barricades, Flagmen, Etc. during Construction)	1	LS		
			Total Base Bid:		

TOTAL BASE BID AMOUNT (ITEMS 1-18):_____

(written in words)

Form 1 – Proposal Acknowledgment & Authorized Contact

Purpose

This form officially acknowledges the Respondent's intention to submit a response to this solicitation. It also identifies the authorized contact who is empowered to act on behalf of the Respondent and will serve as the primary point of contact throughout the project. By submitting this form, the Respondent acknowledges and accepts all terms, conditions, and requirements stated in the solicitation.

Solicitation No. 246-26-EPW-IFB

Respondent Information

Legal Entity Name: RM WALSDORF INC

Primary Contact Name: ERNESTO GARCIA JR

Title: VICE PRESIDENT OF OPERATIONS

Telephone: 956-831-3984 Email: ERNESTO@RMWALSDORF.COM

Acknowledgment of Solicitation Requirements

By signing below, the Respondent certifies and acknowledges the following:

1. The Respondent has examined the solicitation documents, including all addenda issued, and is familiar with all conditions affecting the response.
2. The Respondent understands that submission of this acknowledgment constitutes a binding offer subject to the terms, conditions, and validity period stated in the solicitation package issued by the City of Brownsville.
3. The Respondent certifies that they possess full authority to bind the entity and to enter into an agreement with the City of Brownsville if selected.
4. The Respondent acknowledges that failure to submit this completed form or to sign below may result in rejection of the response as nonresponsive.
5. The Respondent acknowledges receipt of all addenda issued and confirms that all changes, clarifications, and revisions have been incorporated into this submission.

☐ No Addenda Issued Out

■ Addendum No. 1 Date: 06/25/26

■ Addendum No. 2 Date: 07/06/26

☐ Addendum No. ____ Date: _____

☐ Addendum No. ____ Date: _____

☐ Addendum No. ____ Date: _____

☐ Addendum No. ____ Date: _____

(Attach additional sheet if necessary)

Note: This acknowledgment applies to all addenda issued, regardless of whether each addendum is individually listed above.

Certification

By signing below, the undersigned Respondent certifies that all statements made herein are true and correct and that they are duly authorized to sign this form and bind the Respondent to its contents.

Signature: ERNESTO GARCIA JR.

Printed Name: Ernesto Garcia Jr

Title: Vice President of Operations

Date: 07/13/2026

Company Name: RM Walsdorf Inc.

Phone: 956-831-3984

Email: ernesto@rmwalsdorf.com

"EXHIBIT E"

Bid Schedule
3871 - Abilene Trail

"Revised per Addendum No. 2"
(July 6, 2026)

BASE BID

Item No.	Item	Qty.	Unit	Unit Cost	Total Cost
ABILENE TRAIL					
1	Remove Exist. Asphalt Pavement, Flexbase, and Subgrade	30	SY	$77.00	$2,310.00
2	2" HMAC w/MC-30	140	SY	$64.00	$8,960.00
3	6" Crushed Limestone	50	SY	$136.00	$6,800.00
4	7" Limed Sub-Grade Compacted in Place	75	SY	$27.00	$2,025.00
5	5% Type A Hydrated Lime Mat'ls only (120lbs/cu ft)	1.13	TON	$590.00	$666.70
6	24" Wide Curb & Gutter	120	LF	$44.00	$5,280.00
7	36" RCP Class IV W/Rubber Gasket	128	LF	$300.00	$38,400.00
8	Adjust 8" Waterline Including Fittings and All Other Appurtenances	1	LS	$7,050.00	$7,050.00
9	Drain Ditch Regrade	1	LS	$3,710.00	$3,710.00
10	Fill w/Concrete the Gap Between Bottom of 36" RCP to the Top of 15" PVC (If Ground Water is Found During the Excavation Process, Provide Gravel Over Existing 15" Sanitary Sewer Line)	1	LS	$1,660.00	$1,660.00
11	Concrete Riprap Between Headwalls	1	LS	$2,210.00	$2,210.00
12	Concrete Headwall For 36" RCP (Includes Excavation, Concrete Formwork, Reinforcement, and All Appurtenances Necessary to Complete the Work)	2	EA	$4,650.00	$9,300.00
13	Storm Water Pollution Prevention Plan Implementation	1	LS	$730.00	$730.00
14	***Dewatering as necessary including well points, gravel, etc. to provide stable trench***	1	LS	$10,560.00	$10,560.00
15	***Jack & Bore complete in place (including appropriate casing if necessary)***	48	LF	NO BID	NO BID
16	Trench Safety	1	LS	$2,250.00	$2,250.00
17	Traffic Control Plan (Prepared & sealed by Texas P.E.)	1	LS	$1,650.00	$1,650.00
18	Traffic Control Implementation (Inc'l. Signage, Barricades, Flagmen, Etc. during Construction)	1	LS	$1,350.00	$1,350.00
			Total Base Bid:		$104,911.70

TOTAL BASE BID AMOUNT (ITEMS 1-18): ONE HUNDRED FOUR THOUSAND NINE HUNDERD ELEVEN DOLLARS AND SEVENY CENTS.

(written in words)

"EXHIBIT F"

Bid Tabulation
Abilene Trail

BASE BID

Item No.	Item	Qty.	Unit	AJ3 Construction LLC		Saenz Utility Contractors, LLC		RM Walsdorf Inc.		Benchmark Utility Contractors Inc.	
ABILENE TRAIL				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	Remove Exist. Asphalt Pavement, Flexbase, and Subgrade	30	SY	$ 60.00	$ 1,800.00			$ 77.00	$ 2,310.00	$ 50.00	$ 1,500.00
2	2" HMAC w/MC-30	140	SY	$ 42.00	$ 5,880.00			$ 64.00	$ 8,960.00	$ 30.00	$ 4,200.00
3	6" Crushed Limestone	50	SY	$ 27.00	$ 1,350.00			$ 136.00	$ 6,800.00	$ 25.00	$ 1,250.00
4	7" Limed Sub-Grade Compacted in Place	75	SY	$ 33.00	$ 2,475.00			$ 27.00	$ 2,025.00	$ 10.00	$ 750.00
5	5% Type A Hydrated Lime Mat'ls only (120lbs/cu ft)	1.13	TON	$ 1,050.00	$ 1,186.50			$ 590.00	$ 666.70	$ 600.00	$ 678.00
6	24" Wide Curb & Gutter	120	LF	$ 33.00	$ 3,960.00			$ 44.00	$ 5,280.00	$ 30.00	$ 3,600.00
7	36" RCP Class IV W/Rubber Gasket	128	LF	$ 140.63	$ 18,000.64			$ 300.00	$ 38,400.00	$ 200.00	$ 25,600.00
8	Adjust 8" Waterline Including Fittings and All Other Appurtenances	1	LS	$ 1,669.38	$ 1,669.38			$ 7,050.00	$ 7,050.00	$ 10,000.00	$ 10,000.00
9	Drain Ditch Regrade	1	LS	$ 4,500.00	$ 4,500.00			$ 3,710.00	$ 3,710.00	$ 5,000.00	$ 5,000.00
10	Fill w/Concrete the Gap Between Bottom of 36" RCP to the Top of 15" PVC (If Ground Water is Found During the Excavation Process, Provide Gravel Over Existing 15" Sanitary Sewer Line)	1	LS	$ 750.00	$ 750.00			$ 1,660.00	$ 1,660.00	$ 1,000.00	$ 1,000.00
11	Concrete Riprap Between Headwalls	1	LS	$ 1,500.00	$ 1,500.00			$ 2,210.00	$ 2,210.00	$ 1,000.00	$ 1,000.00
12	Concrete Headwall For 36" RCP (Includes Excavation, Concrete Formwork, Reinforcement, and All Appurtenances Necessary to Complete the Work)	2	EA	$ 7,500.00	$ 15,000.00			$ 4,650.00	$ 9,300.00	$ 5,000.00	$ 10,000.00
13	Storm Water Pollution Prevention Plan Implementation	1	LS	$ 1,200.00	$ 1,200.00			$ 730.00	$ 730.00	$ 2,500.00	$ 2,500.00
14	Dewater if any ground water is found	1	LS	$ 4,500.00	$ 4,500.00			$ 10,560.00	$ 10,560.00	$ 5,000.00	$ 5,000.00
15	Jack & Bore as necessary to avoid existing utilities complete in place (including casing if necessary, and all utilities adjustments if necessary)	48	LF	$ 150.00	$ 7,200.00			NO BID	NO BID	$ 1,000.00	$ 48,000.00
16	Trench Safety	1	LS	$ 3,750.00	$ 3,750.00			$ 2,250.00	$ 2,250.00	$ 2,500.00	$ 2,500.00
17	Traffic Control Plan (Prepared & sealed by Texas P.E.)	1	LS	$ 3,750.00	$ 3,750.00			$ 1,650.00	$ 1,650.00	$ 1,000.00	$ 1,000.00
18	Traffic Control Implementation (Inc'l. Signage, Barricades, Flagmen, Etc. during Construction)	1	LS	$ 7,500.00	$ 7,500.00			$ 1,350.00	$ 1,350.00	$ 2,500.00	$ 2,500.00
	Total Base Bid:			$	85,971.52	$	-	$	104,911.70	$	126,078.00

Bid Tabulation
Abilene Trail

G&T Paving, LLC		D&M Underground Corp.		Jimmy Closner & Sons Construction CO., Inc.		2GS LLC dba Earthwork Enterprise		Texas Cordia Construction, LLC	
Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
$ 150.00	$ 4,500.00	$ 20.00	$ 600.00	$ 20.00	$ 600.00	$ 109.00	$ 3,270.00	$ 200.00	$ 6,000.00
$ 45.00	$ 6,300.00	$ 100.00	$ 14,000.00	$ 40.00	$ 5,600.00	$ 48.00	$ 6,720.00	$ 110.00	$ 15,400.00
$ 50.00	$ 2,500.00	$ 65.00	$ 3,250.00	$ 35.00	$ 1,750.00	$ 72.00	$ 3,600.00	$ 140.00	$ 7,000.00
$ 15.00	$ 1,125.00	$ 80.00	$ 6,000.00	$ 60.00	$ 4,500.00	$ 49.00	$ 3,675.00	$ 80.00	$ 6,000.00
$ 450.00	$ 508.50	$ 800.00	$ 904.00	$ 400.00	$ 452.00	$ 1,900.00	$ 2,147.00	$ 350.00	$ 395.50
$ 40.00	$ 4,800.00	$ 36.00	$ 4,320.00	$ 30.00	$ 3,600.00	$ 69.00	$ 8,280.00	$ 100.00	$ 12,000.00
$ 440.00	$ 56,320.00	$ 350.00	$ 44,800.00	$ 900.00	$ 115,200.00	$ 350.00	$ 44,800.00	$ 400.00	$ 51,200.00
$ 2,500.00	$ 2,500.00	$ 9,850.00	$ 9,850.00	$ 25,000.00	$ 25,000.00	$ 9,000.00	$ 9,000.00	$ 12,000.00	$ 12,000.00
$ 5,000.00	$ 5,000.00	$ 8,000.00	$ 8,000.00	$ 5,000.00	$ 5,000.00	$ 6,000.00	$ 6,000.00	$ 25,000.00	$ 25,000.00
$ 5,000.00	$ 5,000.00	$ 9,000.00	$ 9,000.00	$ 2,000.00	$ 2,000.00	$ 7,000.00	$ 7,000.00	$ 70,000.00	$ 70,000.00
$ 6,500.00	$ 6,500.00	$ 20,000.00	$ 20,000.00	$ 7,000.00	$ 7,000.00	$ 7,000.00	$ 7,000.00	$ 20,000.00	$ 20,000.00
$ 9,000.00	$ 18,000.00	$ 8,250.00	$ 16,500.00	$ 15,000.00	$ 30,000.00	$ 8,900.00	$ 17,800.00	$ 30,000.00	$ 60,000.00
$ 2,500.00	$ 2,500.00	$ 3,000.00	$ 3,000.00	$ 1,500.00	$ 1,500.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00
$ 1,000.00	$ 1,000.00	$ 1,650.00	$ 1,650.00	$ 10,000.00	$ 10,000.00	$ 28,000.00	$ 28,000.00	$ 15,000.00	$ 15,000.00
$ 1.00	$ 48.00	$ 1,200.00	$ 57,600.00	$ 1,000.00	$ 48,000.00	$ 3,000.00	$ 144,000.00	$ 1,700.00	$ 81,600.00
$ 3,500.00	$ 3,500.00	$ 950.00	$ 950.00	$ 4,000.00	$ 4,000.00	$ 37,000.00	$ 37,000.00	$ 9,000.00	$ 9,000.00
$ 3,500.00	$ 3,500.00	$ 3,800.00	$ 3,800.00	$ 1,500.00	$ 1,500.00	$ 6,500.00	$ 6,500.00	$ 3,200.00	$ 3,200.00
$ 3,500.00	$ 3,500.00	$ 5,000.00	$ 5,000.00	$ 7,500.00	$ 7,500.00	$ 15,000.00	$ 15,000.00	$ 20,000.00	$ 20,000.00
$	127,101.50	$	209,224.00	$	273,202.00	$	364,792.00	$	428,795.50

CONSTRUCTION PLANS
FOR
ABILENE TRAIL DRAIN DITCH
STORM SEWER IMPROVEMENTS
BROWNSVILLE, TEXAS

RE: PLANS PREPARED BY,
CONSISTING OF ____ SHEETS, LAST REVISED ON _____

RE: SPECIFICATIONS PREPARED BY CONSISTING OF _____
SHEETS, LAST REVISED ON _____

RE: CONSTRUCTION PLANS AND SPECIFICATIONS
EFFECTIVE DATE_____ EXPIRATION DATE _____

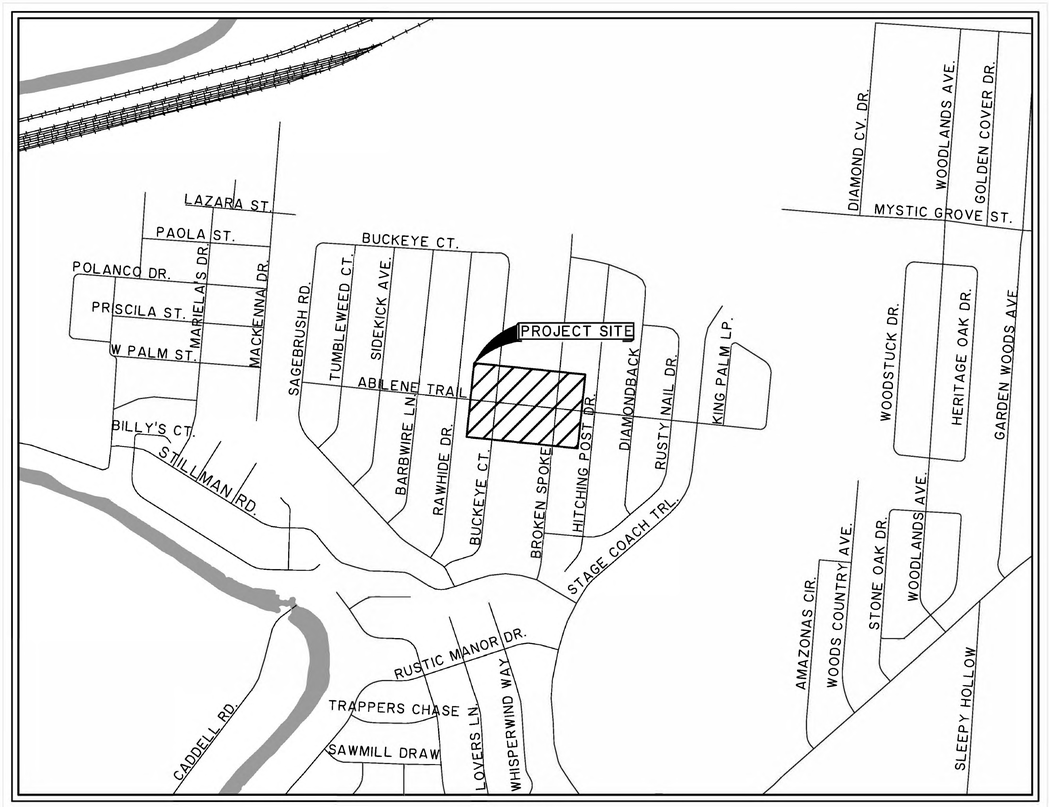
THE ABOVE IDENTIFIED PLANS AND SPECIFICATIONS HAVE BEEN REVIEWED AND FOUND TO BE IN COMPLIANCE WITH THE APPLICABLE ENGINEERING PROVISIONS (PAVING AND DRAINAGE IMPROVEMENTS) OF THE MUNICIPAL CODE OF THE CITY OF BROWNSVILLE. ISSUANCE OF THIS APPROVAL SHALL NOT BE CONSTRUED AS APPROVAL OF THE CONCEPT FOR THE CONSTRUCTION DETAILS OF THE PROPOSED IMPROVEMENTS AND SHALL NOT IN ANY WAY RELEASE THE DEVELOPER AND THE DESIGN ENGINEER FROM LIABILITY FOR THE ADEQUACY OF THE DESIGN NOR FROM LIABILITY CAUSED BY OR RESULTING FROM THE CONSTRUCTION OF IMPROVEMENTS AS PROVIDED IN THE ABOVE SPECIFIED DOCUMENTS.

THE ISSUANCE OF THIS APPROVAL DOES NOT AUTHORIZE CONSTRUCTION, WHICH CONSTRUCTION SHALL NOT PROCEED UNTIL THE OWNER HAS EFFECTED COMPLIANCE WITH ALL OTHER APPLICABLE PROVISIONS OF THE MUNICIPAL CODE OF THE CITY OF BROWNSVILLE AND COMPLIANCE OF ALL OTHER STATE STATUTES, AND REGULATORY REQUIREMENTS APPLICABLE TO THE IMPROVEMENTS SPECIFIED IN THE IDENTIFIED DOCUMENTS, INCLUDING COMPLETION OF ANY AND ALL REQUIREMENTS OF THE CITY OF BROWNSVILLE, PAYMENT OF ALL FEES, POSTING OF ALL BONDS, AND THEN SECURING AN "APPROVAL TO PROCEED" FROM THE CITY ENGINEER.

ANY CHANGES MUST BE APPROVED BY THE APPROPRIATE REGULATORY AGENCIES AS WELL AS THE CITY ENGINEER. AFTER THE DEVELOPER'S DESIGN ENGINEER APPROVES THE MODIFICATIONS, THE CITY'S ASSIGNED ENGINEERING INSPECTOR SHALL BE CONSULTED, WHO WILL EITHER APPROVE AND/OR SECURE APPROVAL FROM THE CITY ENGINEER, AT WHICH TIME A SUPPLEMENTAL PLAN APPROVED WILL BE AFFIXED TO THE APPROVED PLANS, AND REFERENCED IN A SUPPLEMENTAL APPROVAL LETTER BY THE CITY ENGINEER. ALL REVISIONS WILL BE INCLUDED IN THE "AS-BUILT" PLANS TO BE SUBMITTED 30 DAYS AFTER SUBSTANTIAL COMPLETION OF ALL PUBLIC IMPROVEMENTS.

_____ DATE: _____

CARLOS LASTRA P.E
CITY ENGINEER



SCALE: 1"=200'

VICINITY MAP

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6	STORM SEWER & PAVEMENT DETAILS

APRIL 2026

PREPARED FOR: CITY OF BROWNSVILLE

PREPARED BY: AMBIOTEC CIVIL ENGINEERING GROUP, INC.

AMBIOTEC
CIVIL ENGINEERING GROUP, INC.
5420 Paredes Line Road Fax (956)548-9399
Brownsville, Texas 78526 (956)546-9333
TBPE FIRM No. F-4128
TBPLS REG No. 10005500

VICENTE MENDEZ 76858 REGISTERED PROFESSIONAL ENGINEER STATE OF TEXAS
4/24/26

ABILENE TRAIL RD DRAIN
STORM SEWER IMPROVEMENTS
PREPARED FOR: CITY OF BROWNSVILLE

COVER SHEET

SCALE: N.T.S	DATE: APR. 2026
DESIGN BY:	K. SALDIVAR
DRAWN BY:	ALAN C.
CHECKED BY:	K. SALDIVAR
APPROVED BY:	V. MENDEZ
PROJECT NO.:	3871

SHEET
1
OF 6

GENERAL NOTES

* PRIOR TO BEGINNING CONSTRUCTION, THE OWNER OR HIS AUTHORIZED REPRESENTATIVE SHALL SCHEDULE A PRECONSTRUCTION CONFERENCE BETWEEN THE OWNER & THE CONSULTING ENGINEER, CONTRACTOR, AND ALL OTHER AFFECTED PARTIES.

* CONTRACTOR TO KEEP ACCESS PUBLIC ROADS OPEN AT ALL TIMES FOR EMPLOYEES. AREA USED FOR CONTRACTOR'S PERSONNEL PARKING, MATERIAL STORAGE, STOCKPILE, MATERIAL FABRICATION, AND RELATED CONSTRUCTION USES ARE NOT TO INTERFERE WITH NORMAL TRAFFIC.

* CONTRACTOR TO GIVE NOTICE IN WRITING TO ALL AUTHORIZED INSPECTORS, SUPERINTENDENTS, OR PERSONS IN CHARGE OF PRIVATE AND PUBLIC UTILITIES AFFECTED BY HIS OPERATIONS PRIOR TO COMMENCEMENT OF WORK.

* CONTRACTOR SHALL PERSONALLY ENSURE THAT ALL CONSTRUCTION PERMITS HAVE BEEN OBTAINED PRIOR TO COMMENCEMENT OF WORK. REQUIRED PERMITS THAT CAN BE ISSUED ONLY TO CONTRACTOR SHALL BE OBTAINED AT NO EXPENSE TO THE OWNER.

* UTILITY NOTE: THE LOCATIONS OF ALL EXISTING UTILITIES SHOWN ON THESE PLANS ARE BASED UPON RECORD INFORMATION ONLY, AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR THE ENGINEER. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION, HORIZONTAL AND VERTICAL OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE CAUSED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES, EXISTING OR ABANDONED. NO SEPARATE PAY. THE INFORMATION SHOWN CONCERNING TYPE AND LOCATIONS OF UNDERGROUND AND OVERHEAD UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF EXISTING UTILITIES. THE CONTRACTORS INFORMATION SHALL BE CONDUCTED TO PREVENT UNNECESSARY INTERFERENCE WITH ANY EXISTING UTILITY SYSTEM INFRASTRUCTURE. IF THE CONTRACTOR'S WORK REQUIRES INTERRUPTION, THE CONTRACTOR MUST COORDINATE WITH AFFECTED UTILITY COMPANIES 48 HOURS IN ADVANCE.

* THROUGHOUT THE CONSTRUCTION, AND AT THE COMPLETION OF CONSTRUCTION, THE CONTRACTOR IS TO ENSURE THAT DRAINAGE OF STORM WATER RUNOFF IS NOT BLOCKED. MAINTAIN DRAINAGE OF SITE DURING ALL PHASES OF CONSTRUCTION. DO NOT BLOCK DRAINAGE FROM ADJACENT AREAS NOR ADD FLOW TO ADJACENT AREAS.

* THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION IN A PARTICULAR AREA.

* DAMAGES DONE TO EXISTING UTILITIES, POWER POLES, FENCES, SIGNS, MAILBOXES, DRIVEWAYS, CULVERTS, PAVEMENT, DRAINAGE SYSTEMS, ETC., SHALL BE REPAIRED BY THE CONTRACTOR AT NO COST TO THE OWNER. DRIVEWAYS SHALL BE REPAIRED ON A LIKE FOR LIKE BASIS.

* THE CONTRACTOR SHALL HAVE A PERSON ON CALL 24 HOURS A DAY TO TAKE CARE OF MAINTENANCE ITEMS-CONSTRUCTION AREA, SIGNS ETC. THIS PERSON SHALL HAVE AUTHORITY TO ACT ON BEHALF OF THE CONTRACTOR IN EMERGENCY CONDITIONS. THE PERSON SHALL BE STATIONED CLOSE ENOUGH TO BE ON SITE WITHIN 1/2 HOUR OF NOTIFICATION. THE PERSON SHALL BE IDENTIFIED IN WRITING PRIOR TO THE START OF CONSTRUCTION. THE ON-SITE REPRESENTATIVE SHALL HAVE ACCESS TO ALL EQUIPMENT AND MATERIAL AND HAVE FULL AUTHORITY NECESSARY TO CORRECT ANY PROBLEMS. DEFICIENCIES, OR EMERGENCIES WHICH MAY ARISE. DURING NON-WORKING HOURS, AND DURING THE ABSENCE OF THE SUPERINTENDENT.

* EXCESS SPOIL PRODUCED DURING PREPARATION OF THE SUB-GRADE SHALL BE PLACED SPREAD AND COMPACTED ON-SITE IN AREAS AS INSTRUCTED BY THE ENGINEER TO ACHIEVE ADEQUATE GRADING. ANY UNUSABLE MATERIAL WILL BECOME THE PROPERTY OF THE CONTRACTOR TO BE PROPERLY DISPOSED OF AT HIS EXPENSE OR TO HIS ADVANTAGE.

* THE CONTRACTOR WILL PROVIDE HIS OWN CONSTRUCTION STAKING.

* CONTRACTOR TO MATCH EXISTING PAVEMENT, SIDEWALK RAMPS AND CURB & GUTTER PAVEMENT OR ANY OTHER IMPROVEMENTS WHERE APPLICABLE.

* ALL CONCRETE AND ASPHALT DRIVEWAYS ADJUSTED, DAMAGED, OR REPLACED DURING CONSTRUCTION MUST BE SAW-CUT AT A STRAIGHT, NEAT LINE, BEFORE REPAIRING.

* ABANDONED LINES FOUND DURING CONSTRUCTION SHALL BE REMOVED (UNLESS SPECIFIED OTHERWISE). NO SEPARATE PAY. THIS WORK SHALL BE SUBSIDIARY TO OTHER WORK.

* THE CONTRACTOR SHALL PLACE BARRICADES, FLAG-MEN, ETC. ON THIS PROJECT IN COMPLIANCE WITH THE PROCEDURE OUTLINED IN THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREET AND HIGHWAYS." (PART IV TRAFFIC CONTROLS FOR STREET AND HIGHWAY CONSTRUCTION AND MAINTENANCE OPERATIONS, LATEST REVISION). UPON COMPLETION OF THE WORK, ALL SIGNS SHALL BE REMOVED BY THE CONTRACTOR.

* REFERENCE POINTS: THE ENGINEER WILL ESTABLISH HORIZONTAL AND VERTICAL CONTROLS ONLY (REFERENCE POINTS AND BENCHMARKS AS SHOWN ON THE CONSTRUCTION PLANS.) THE CONTRACTOR MUST NOTIFY THE ENGINEER AT LEAST 48 HOURS PRIOR TO STARTING WORK ON ANY SECTION OR PART OF THE WORK WHERE CONTROLS HAVE NOT BEEN ESTABLISHED OR ARE NOT IDENTIFIABLE OR VISIBLE TO THE CONTRACTOR. THE ENGINEER WILL UPON SUCH ADVANCE NOTICE WILL REPLACE ANY CONTROL POINTS THAT HAVE BEEN DESTROYED BY OTHERS PRIOR TO BEGINNING OF CONTRACTORS OPERATIONS. AFTER CONTROL POINTS ARE ESTABLISHED AND / OR IDENTIFIED AS OUTLINED ABOVE, MAINTENANCE OF SUCH CONTROL POINTS SHALL BE RESPONSIBILITY OF THE CONTRACTOR. ANY RE-STAKING REQUIRED FOR ANY REASON THEREAFTER SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR WILL PROVIDE ALL OTHER CONSTRUCTION STAKING (CUT STAKES, BLUE TOPPING, INTERMEDIATE STRING LINE CONTROL, ETC.) REQUIRED TO VERIFY GRADES, DEPTHS THICKNESSES, AND ALIGNMENT OF THE VARIOUS ITEMS OF CONSTRUCTION.

AS BUILT DRAWINGS: THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING A SET OF AS-BUILT PLANS SHOWING NOTES TO ANY CHANGES TO THE DESIGN PLANS. THIS INFORMATION, SIGNED BY ALL INSPECTORS, WILL BE SUBMITTED TO THE ENGINEER AT THE END OF CONSTRUCTION. THE PROJECT'S FINAL ACCEPTANCE AND FINAL PAYMENT WILL NOT BE APPROVED UNTIL THE CONTRACTOR HAS SUBMITTED THE REQUIRED INFORMATION NEEDED BY THE ENGINEER FOR AS-BUILT DRAWINGS.

* CONCRETE CURB AND GUTTER, PIPE STRUCTURES, ETC. WHICH MUST BE REMOVED IN ORDER TO CONSTRUCT THE PROPOSED IMPROVEMENTS WILL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED AND PROPERLY DISPOSED OF AT THE CONTRACTOR'S EXPENSE. THIS WORK SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS BID ITEMS IN THE CONTRACT.

* MATERIALS CERTIFICATION AND TESTING: CONTRACTOR SHALL PROVIDE SUPPLIERS CERTIFICATION FOR ALL PROJECT MATERIALS (CONCRETE, HYDRATED LIME, LIME-STONE BASE MATERIAL, PRE-CAST INLETS, PIPES, ETC.) THAT SUCH MATERIALS DO MEET PROJECT SPECIFICATIONS PRIOR TO DELIVERY ON-SITE. CONTRACTOR SHALL PROVIDE HOT MIX ASPHALTIC CONCRETE DESIGN FROM A REPUTABLE COMMERCIAL TESTING LABORATORY.

* STANDARD WORK HOURS: THE STANDARD WORK HOURS FOR THE OWNER IS 8:00 AM TO 5:00 PM, MONDAY THROUGH FRIDAY. SHOULD THE CONTRACTOR ELECT TO WORK ON SATURDAY, SUNDAYS OR HOLIDAYS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PAYING OVERTIME CHARGES FOR THE OWNER'S PERSONNEL INVOLVED. THESE CHARGES WILL BE AT COST AND WILL BE CALCULATED EITHER AT TIME AND A HALF OR DOUBLE TIME, AS APPLICABLE TO THE PARTICULAR DAY BEING WORKED. PRE-APPROVAL SHALL BE OBTAINED FROM THE ENGINEER OR ENGINEER'S REPRESENTATIVE BY COMPLETING AND SIGNING A OWNER'S FORM ENTITLED " CONSTRUCTION INSPECTORS OVERTIME COMPENSATION AUTHORIZATION" , 48 HRS. PRIOR TO COMMENCING ANY OVERTIME WORK. ANY WORK DONE OUTSIDE THE STANDARD WORKDAY, WITHOUT PRIOR AUTHORIZATION, SHALL BE CONSIDERED UNAUTHORIZED WORK. THE CONTRACTOR IS REQUIRED TO PAY THE OVERTIME WAGES OF THE OWNER INSPECTORS THAT WORK OVERTIME MONDAYS THROUGH FRIDAYS AT TIME AND A HALF. THE CONTRACTOR IS RESPONSIBLE FOR THE OVERTIME WAGES OF THE OWNER INSPECTORS THAT WORK HOLIDAYS AT DOUBLE TIME. MINIMUM HOURS WILL BE BILLED TO CONTRACTOR FOR CALLOUTS OR FOR INSUFFICIENT NOTICE OF TWO (2) HOURS.

CONCRETE MIX DESIGN

* CLARIFICATION: ALL CONCRETE USED ON THIS PROJECT SHALL CONTAIN A MINIMUM 4.5 SACKS OF CEMENTITIOUS MATERIAL PER CUBIC YARD OF CONCRETE. THE CEMENTITIOUS MATERIAL SHALL BE PORTLAND CEMENT OR A BLEND OF PORTLAND CEMENT AND FLY ASH. THE PERCENTAGE OF FLY ASH IN THE CEMENTITIOUS MATERIAL SHALL NOT EXCEED 23%. ALL CONCRETE WORK SHALL CONTAIN 1.5 POUNDS OF FIBER MESH PER CUBIC YARD.

* ALL EXPOSED CONCRETE SURFACES SHALL BE TREATED WITH CURING COMPOUND RESIN BASE ASTM C 309 TYPE 2 WITH PIGMENTED TINT OF FUGITIVE DYE.

* IN ADDITION TO THE ABOVE REQUIREMENTS, ALL CONCRETE SHALL TEST TO A MINIMUM 3000 PSI COMPRESSIVE STRENGTH AT 28 DAYS. (OR AS SHOWN ON PLANS).

* EXPANSION JOINTS WILL BE PLACED AT CURB RETURNS, INLETS AND AT THE END OF EACH POUR WITH INTERVALS NOT TO EXCEED 60 FT. JOINTS SHALL CONSIST OF 1/2" PRE-MOLDED EXPANSION JOINT MATERIAL WITH 3, 36" X 1/2" DOWELS, ONE END GREASED AND WRAPPED. CARE MUST BE TAKEN THAT DOWELS ARE STRAIGHT AND LAID PARALLEL WITH CURB AND NO CONCRETE PLUGS OR OTHER MATERIAL BE ALLOWED THROUGH THE DOWEL HOLES OR EXPANSION MATERIAL WHICH WOULD PREVENT THE JOINT FROM OPERATION AS AN EXPANSION JOINT. EXPANSION JOINT MATERIALS SHALL BE PRE-MOLDED ASPHALT IMPREGNATED EXPANSION JOINT MATERIAL CONFORMING WITH ASTM D 994 (NOT WOOD FIBER TYPE)

* DUMMY JOINTS (SAW CUT JOINTS) SHALL BE 2" DEEP AND PLACED AT MAXIMUM 15 FT. INTERVALS.

* WHEN CONNECTING TO EXISTING CURB AND GUTTER, THE CONTRACTOR SHALL DRILL AND DOWEL TWO, # 6 X 16" TIE BARS A MINIMUM OF 6" DEEP INTO EXISTING CURB AND GUTTER SECTION.

PAVING NOTES:

CRUSHED LIMESTONE:

THE CRUSHED LIMESTONE MATERIALS SHALL BE AS SPECIFIED BY "ITEM 247 FLEXIBLE BASE TYPE A GRADE 1." TEXAS DEPARTMENT OF TRANSPORTATION, 2014 STANDARD SPECIFICATION FOR CONSTRUCTION OF HIGHWAYS, STREETS, AND BRIDGES SHALL MEET THE REQUIREMENTS AS FOLLOWS:

* TYPE A MATERIAL SHALL BE CRUSHED STONE PRODUCED FROM OVERSIZE QUARRIED AGGREGATE, SIZED BY CRUSHING AND PRODUCED FROM A NATURALLY OCCURRING SINGLE SOURCE. CRUSHED GRAVEL OR UNCRUSHED GRAVEL SHALL NOT BE ACCEPTABLE FOR TYPE A MATERIAL. NO BLENDING OF SOURCES AND/OR ADDITIVE MATERIALS WILL BE ALLOWED IN TYPE A MATERIAL.

* TRIAXIAL CLASS 1: MINIMUM COMPRESSIVE STRENGTH, 45 AT OPSI LATERAL PRESSURE AND 175 AT 15 PSI LATERAL PRESSURE.

RETAINED ON SQUARE SIEVE NUMBER	PERCENT RETAINED
1-3/4" (44 MM)	0
7/8" (22.23 MM)	10-35
3/8" (9.5 MM)	30-50
NUMBER 4 (4.75 MM)	45-65
NUMBER 40 (0.425 MM)	70-85

MATERIAL PASSING THE NUMBER 40 SIEVE SHALL BE KNOWN AS "BINDER MATERIAL" AND SHALL MEET THE FOLLOWING REQUIREMENTS:

MAXIMUM LIQUID LIMIT (LL)	=	35
MAXIMUM PLASTICITY INDEX (PI)	=	10
WET BALL MILL (MAX)	=	40
CALIFORNIA BEARING RATIO (MIN)	=	100

ALL AGGREGATE RETAINED ON THE NUMBER 10 SIEVE SHALL BE COMPRISED OF ONLY CRUSHED LIMESTONE.

THE CONTRACTOR SHALL NOT PLACE CRUSHED LIMESTONE ON THE ROAD BED UNTIL THE ENGINEER HAS ACCEPTED THE SHAPED AND COMPACTED SUBGRADE.

THE CONTRACTOR MUST MAINTAIN THE ROAD BED FREE OF HOLES, RUTS AND DEPRESSIONS AND IN CONDITION TO RECEIVE THE CRUSHED LIMESTONE.

THE CONTRACTOR UPON REQUEST SHALL PROVIDE CERTIFICATION THAT THE MATERIAL SUPPLIED MEETS THE ABOVE REQUIREMENTS PRIOR TO DELIVERY TO THE JOB SITE. SAMPLES FOR TESTING OF THE MATERIAL MUST BE TAKEN PRIOR TO THE COMPACTION OPERATIONS.

CRUSHED LIMESTONE: GRADE 3

IF TYPE A, GRADE 1 CRUSHED LIMESTONE IS NOT AVAILABLE, CONTRACTOR MAY USE TXDOT 2014 SPECIFICATION ITEM 247, GRADE 3 FLEXIBLE BASE MATERIALS. (ALANZA BASE BY VULCAN OR APPROVED EQUAL)

ACCEPTANCE, SAMPLING, AND TESTING OF BITUMINOUS MIXTURE (COMPACTION)

* EXTRACTION AND GRADATION ANALYSIS: PER 500 TONS OR WHICHEVER IS GREATER.

* DENSITY AND DEPTH TESTING: PER 500 FEET OF PAVING REPAIR. MINIMUM DENSITY ACCEPTED: 92% OF AVERAGE MAXIMUM THEORETICAL DENSITY AS DETERMINED IN ACCORDANCE WITH ASTM D 2041.

CORES OR SAWED SAMPLES TAKEN FROM THE PAVEMENT SHALL BE USED TO DETERMINE THE FIELD DENSITY. DENSITY OF THE CORED OR SAWED SAMPLES SHALL BE DETERMINED IN ACCORDANCE WITH ASTM 2725. THE SAME SPECIMEN SHALL BE USED FOR DETERMINING BOTH THE MAXIMUM THEORETICAL DENSITY AND THE FIELD DENSITY.

SPECIMENS TO BE USED FOR FIELD DENSITY DETERMINATION SHALL BE DONE USING HEAT. IF HEATING IS NECESSARY, THE SPECIMEN SHOULD BE HEATED TO THE LOWEST TEMPERATURE REQUIRED FOR PROPER PREPARATION OF THE SAMPLE; THE USE OF NUCLEAR FIELD DENSITY DETERMINATION SHALL NOT BE USED AS A BASIS FOR ACCEPTANCE WITH RESPECT TO DENSITY :

* HVEEM STABILITY SHALL NOT BE LESS THAN 30%. STABILITY TEST SHALL BE TAKEN TWICE DAILY.

* RETAINED STABILITY WHEN TESTED IN ACCORDANCE WITH ASTM D 1075 SHALL NOT BE <70%

* NO MORE THAN 2½" FINISHED THICKNESS HMAC PAVEMENT SHALL BE LAID AT ANY GIVEN TIME. UNLESS APPROVAL IS OBTAINED AHEAD BY THE OWNER / ENGINEER.

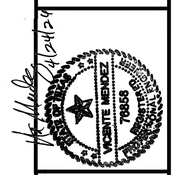
LEGEND

EXISTING	
—UTL—	UNDERGROUND TELEPHONE LINE
—UE—	UNDERGROUND ELECTRIC LINE
—OE—	OVERHEAD ELECTRIC DISTRIBUTION LINE
—Y—	BANK LINE
FL	FLOW LINE DESCRIPTION WITH ELEVATION
RCP	REINFORCED CONCRETE PIPE
	CONCRETE
	ASPHALT
+0.00	ELEVATION

PROPOSED	
	2" HMAC PAVEMENT
	CONCRETE PAVEMENT
	CONCRETE RIPRAP
FL=32.22	PROP. FLOW LINE
EXIST.	EXISTING
R.O.W.	RIGHT-OF-WAY
LF	LINEAR FEET
W/	WITH

AMBIOTEC
CIVIL ENGINEERING GROUP, INC.
5420 Paredes Line Road
Brownsville, Texas 78526
Fax (956)548-9399
(956)548-9333
TBPE FIRM No. F-4128
TBPLS REG No. 10005500

Apr 27, 2026 - 9:04am



ABILENE TRAIL RD DRAIN
STORM SEWER IMPROVEMENTS

PREPARED FOR: CITY OF BROWNSVILLE

GENERAL NOTES

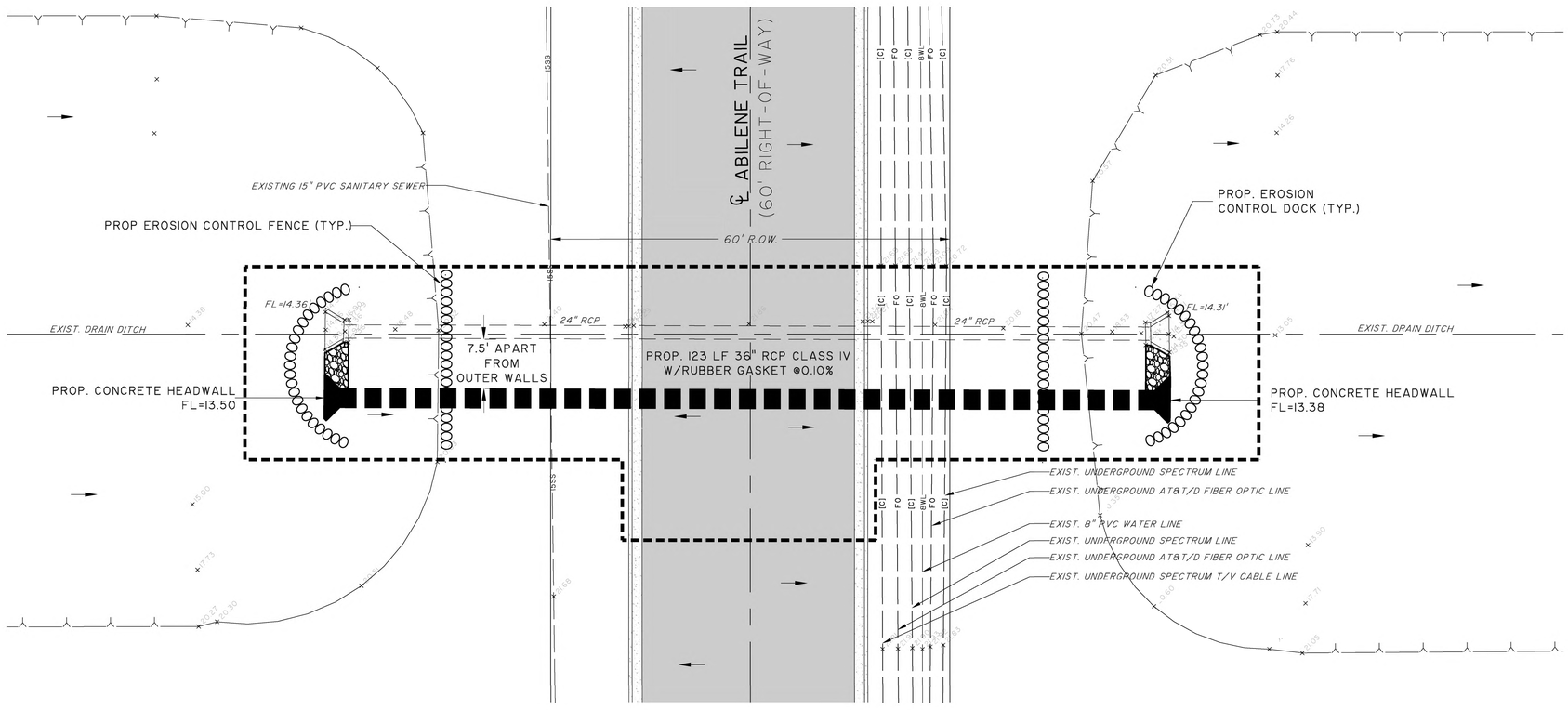
SCALE: N.T.S	DATE: APR. 2026
DESIGN BY:	K. SALDIVAR
DRAWN BY:	ALAN C.
CHECKED BY:	K. SALDIVAR
APPROVED BY:	V. MENDEZ
PROJECT NO.:	3871

SHEET
2
OF 6

D:\3871 - City of Brownsville - Abilene Trail Rd Drain Ditch\Dwg Files\01 - GENERAL NOTES.dwg

LEGEND

- PROP. WATER RUNOFF FLOW
- EXIST. WATER RUNOFF FLOW
- CONSTRUCTION ZONE LIMITS
- PROP. EROSION CONTROL DEVICE (SILT FENCE)
- ON SITE CONSTRUCTION PARKING AND LAYDOWN AREA
- STABILIZED CONSTRUCTION ENTRANCE/EXIT
- CONCRETE WASHDOWN
- PROP. VEHICLE WASHDOWN AREAS
- PROP. EARTH BERM



AMBIOTEC
CIVIL ENGINEERING GROUP, INC.
5420 Paredes Line Road
Brownsville, Texas 78526
Fax (956)548-9389
(956)548-9333
TBPE FIRM No. F-4128
TBPLS REG No. 10005500

VICENTE MENDEZ 76858 REGISTERED PROFESSIONAL ENGINEER STATE OF TEXAS

ABILENE TRAIL RD DRAIN
STORM SEWER IMPROVEMENTS

PREPARED FOR: CITY OF BROWNSVILLE

MINIMUM SUGGESTED EROSION CONTROL MEASURES

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SHEET 3 OF 6

STORM WATER POLLUTION PREVENTION PLAN

NATURE OF CONSTRUCTION ACTIVITY

* DRAIN DITCH IMPROVEMENTS.

SEQUENCE OF MAJOR ACTIVITIES

* CLEARING AND GRUBING
* EXCAVATE EXISTING STREET PAVEMENT, SUBGRADE MATERIAL, AND SUB-BASE.
* INSTALLATION OF STORM SEWER (PIPE INSTALLATION)
* COMPACTION, SHAPING OF STREET SUBGRADE
* PLACE AND COMPACT FLEXIBLE ROAD BASE
* LAY PRIMER AND HMAC WEAR COURSE
* FINAL GRADING
* CLEAN UP

AREA OF SITE

* TOTAL AREA OF DISTURBANCE: 0.11 ACRES

ESTIMATED RUNOFF COEFFICIENT

* PRE-CONSTRUCTION C=0.75 (5 YEAR EVENT) RESIDENTIAL LAND USE
* POST-CONSTRUCTION C=0.75 (5 YEAR EVENT) RESIDENTIAL LAND USE

SOIL DESCRIPTION: CHARGO SILTY CLAY

SITE PLAN SHOWS THE FOLLOWING:

* AREAS OF SOIL DISTURBANCE
* LOCATIONS OF MAJOR STRUCTURAL / NON-STRUCTURAL CONTROLS
* LOCATIONS WHERE STABILIZATION PRACTICES ARE TO OCCUR

NAME OF RECEIVING WATERS

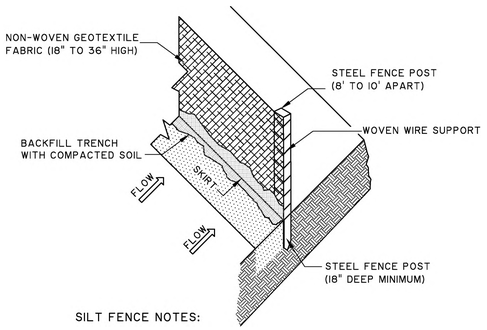
CAMERON COUNTY DRAINAGE DISTRICT No.1

BMP'S TO BE IMPLEMENTED

* DURING CONSTRUCTION, SILT FENCING OR EROSION CONTROL LOGS SHALL BE ERECTED AND MAINTAINED TO MINIMIZE ESCAPE OF SEDIMENT INTO STORM SEWER SYSTEM.

TEMPORARY STABILIZATION

ANY AREA LEFT DISTURBED FOR MORE THAN 21 DAYS SHALL BE TEMPORARILY REVEGETATED WITH SEED AT THE DIRECTION OF THE ENGINEER.

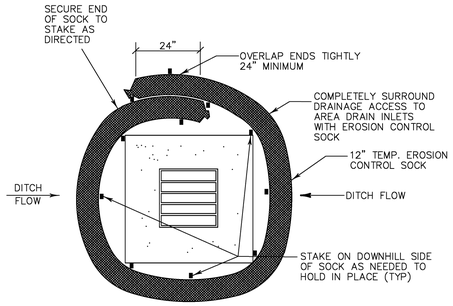


SILT FENCE NOTES:

1. WHERE JOINTS IN THE FABRIC ARE REQUIRED, THE FILTER CLOTH SHOULD BE SPLICED TOGETHER ONLY AT A SUPPORT POST, WITH A MINIMUM 6" OVERLAP AND SHALL BE SECURELY SEALED.
2. INSPECT FILTER FENCES DAILY DURING PERIODS OF PROLONGED RAINFALL, IMMEDIATELY AFTER EACH RAINFALL EVENT, AND WEEKLY DURING PERIODS OF NO RAINFALL. MAKE ANY REQUIRED REPAIRS IMMEDIATELY.
3. ALL INLETS SHALL BE ENCIRCLED WITH SILT FENCE AT A MAXIMUM DISTANCE OF 5' FROM INLET STRUCTURE.

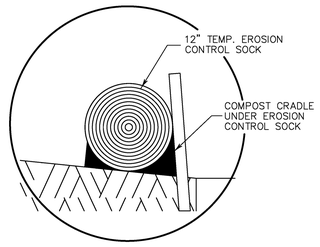
SILT FENCE DETAIL

NOT TO SCALE



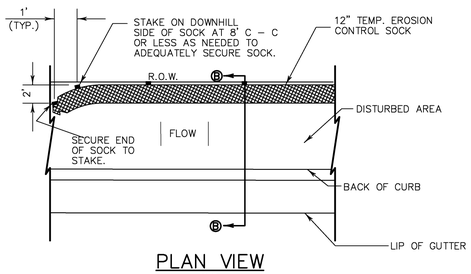
TYPE 'C' INLET SEDIMENT TRAP

NTS



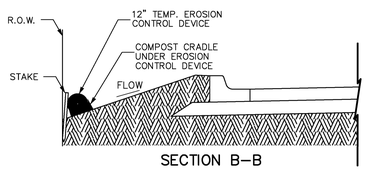
COMPOST CRADLE

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PLAN VIEW

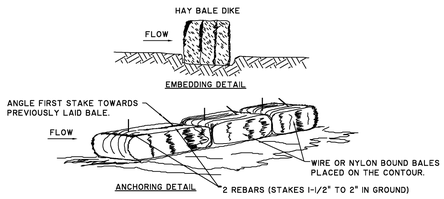
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SECTION B–B

RIGHT–OF–WAY SEDIMENT TRAP

NTS

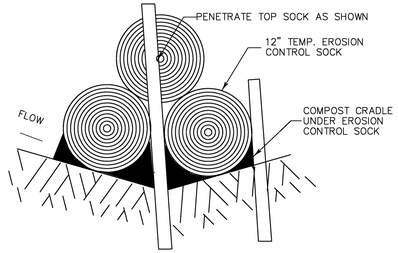


NOTES:

1. EACH BALE SHALL BE EMBEDDED IN THE SOIL A MINIMUM OF FOUR INCHES.
2. BALES SHALL BE SECURELY ANCHORED IN PLACE BY 3/4 INCH REBAR STAKES DRIVEN THROUGH THE BALES. THE FIRST STAKE IN EACH BALE SHALL BE ANGLED TOWARD PREVIOUSLY LAID BALE TO FORCE BALES TOGETHER.
3. INSPECTION SHALL BE MADE WEEKLY OR AFTER EACH RAINFALL EVENT AND REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED BY THE CONTRACTOR.
4. WHEN SILT REACHES A DEPTH OF 6 INCHES, IT SHALL BE REMOVED AND DISPOSED OF IN AN APPROVED SITE AS NOT TO CREATE A SILTATION PROBLEM.
5. AFTER THE DEVELOPMENT OF THE SITE IS COMPLETELY STABILIZED, THE BALES AN ACCUMULATED SILT SHALL BE REMOVED AND DISPOSED OF AT AN APPROVED SPOIL DISPOSAL SITE.

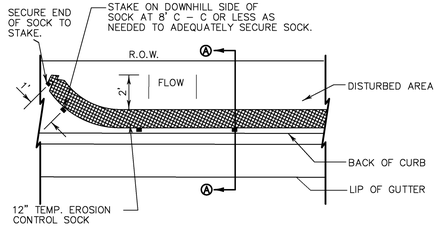
HAY BALE DIKE

NTS



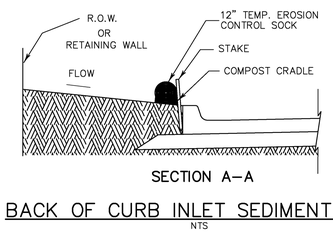
DITCH LINE SEDIMENT TRAP A–A

NTS



PLAN VIEW

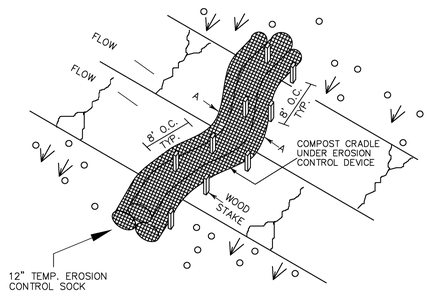
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SECTION A–A

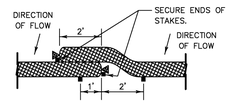
BACK OF CURB INLET SEDIMENT TRAP

NTS



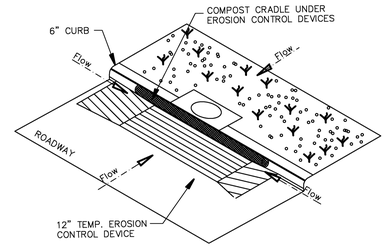
DITCH LINE SEDIMENT TRAP

NTS



LAP DETAIL

NTS



CURB INLET SEDIMENT TRAP

NTS

SEDIMENT BASIN & TRAP USAGE GUIDELINES

A SEDIMENT TRAP MAY BE USE TO PRECIPITATE SEDIMENT OUT OF RUNOFF DRAINING FROM AN UNSTABILIZED AREA.

TRAPS: THE DRAINAGE AREA FOR A SEDIMENT TRAP NOT EXCEED 5 ACRES. THE TRAP CAPACITY SHOULD BE 1800 CF/ACRES (0.5"OVER THE DRAINAGE AREA).

SEDIMENT TRAPS SHOULD BE PLACE IN THE FOLLOWING LOCATIONS

1. IMMEDIATELY PRECEDING DRAIN INLETS
2. JUST BEFORE THE DRAIN ENTERS A WATER COURSE
3. JUST BEFORE THE DRAINAGE LEAVES THE RIGHT OF WAY
4. JUST BEFORE THE DRAINAGE LEAVES THE CONSTRUCTION LIMITS WERE DRAINAGE FLOWS AWAY FROM THE PROJECT

THE TRAPS SHOULD BE CLEAN WHEN THE CAPACITY HAS BEEN REDUCED BY ½ OR SEDIMENT AS ACCUMULATED TO A DEPTH OF 1', WHICHEVER IS LESS.
CLEANING AND REMOVAL OF ACCUMULATED SEDIMENT DEPOSITS IS INCIDENTAL AND WILL NOT BE PAID FOR SEPARATELY.

GENERAL NOTES

1. LENGTHS OF EROSION CONTROL SOCKS SHALL BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND AS REQUIRED FOR THE PURPOSE INTENDED. MAXIMUM LENGTH OF SOCKS SHALL BE 30' FOR 12" DIAMETER SOCKS.
2. UNLESS OTHERWISE DIRECTED, USE BIODEGRADABLE OR PHOTODEGRADABLE CONTAINMENT MESH ONLY WHERE SOCK WILL REMAIN IN PLACE AS PART OF A VEGETATIVE SYSTEM. FOR TEMPORARY INSTALLATIONS, USE RECYCLABLE CONTAINMENT MESH.
3. STUFF SOCKS WITH SUFFICIENT FILTER MATERIAL TO ACHIEVE DENSITY THAT WILL HOLD SHAPE WITHOUT EXCESSIVE DEFORMATION.
4. STAKES SHALL BE 2" X 2" WOOD 4' LONG, EMBEDDED SUCH THAT 2" PROTRUDES ABOVE SOCK.
5. COMPOST CRADLE MATERIAL IS INCIDENTAL AND WILL NOT BE PAID FOR SEPARATELY.

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CIVIL ENGINEERING GROUP, INC.
5420 Paredes Line Road Fax (956)548-9399
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VICENTE MENDEZ 76858 LICENSED PROFESSIONAL ENGINEER 4/24/26

ABILENE TRAIL RD DRAIN
STORM SEWER IMPROVEMENTS

PREPARED FOR: CITY OF BROWNSVILLE

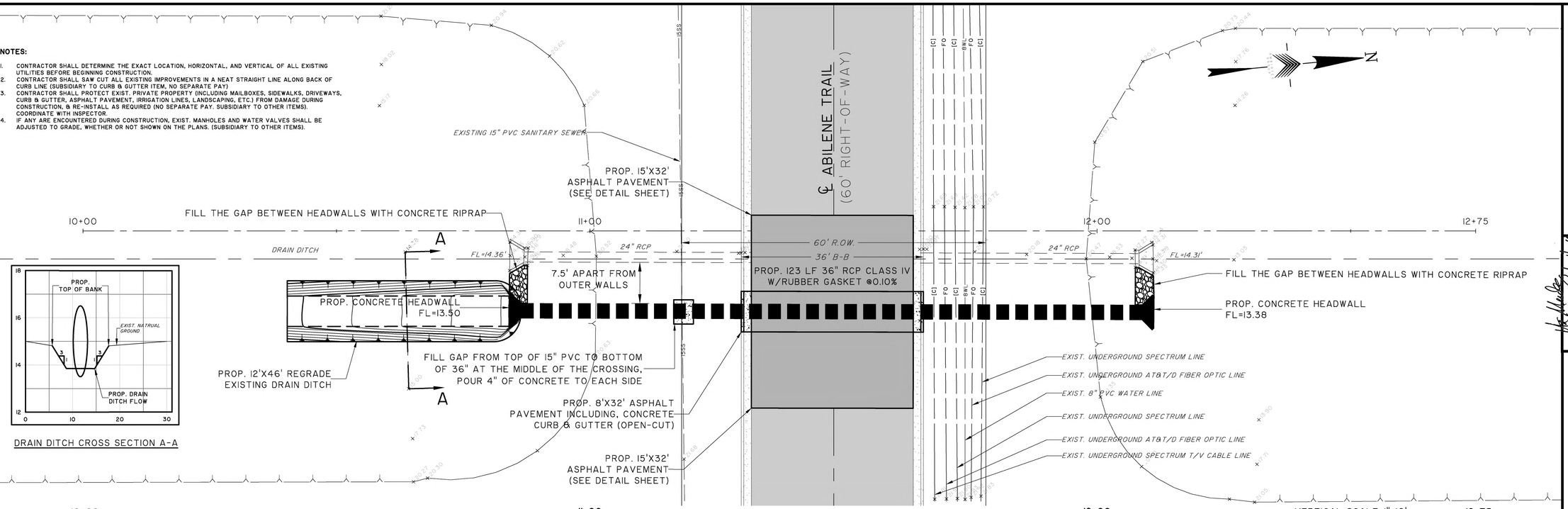
MINIMUM SUGGESTED EROSION CONTROL MEASURES DETAILS

SCALE: N.T.S	DATE: APR. 2026
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CHECKED BY:	K. SALDIVAR
APPROVED BY:	V. MENDEZ
PROJECT NO.:	3871

SHEET 4 OF 6

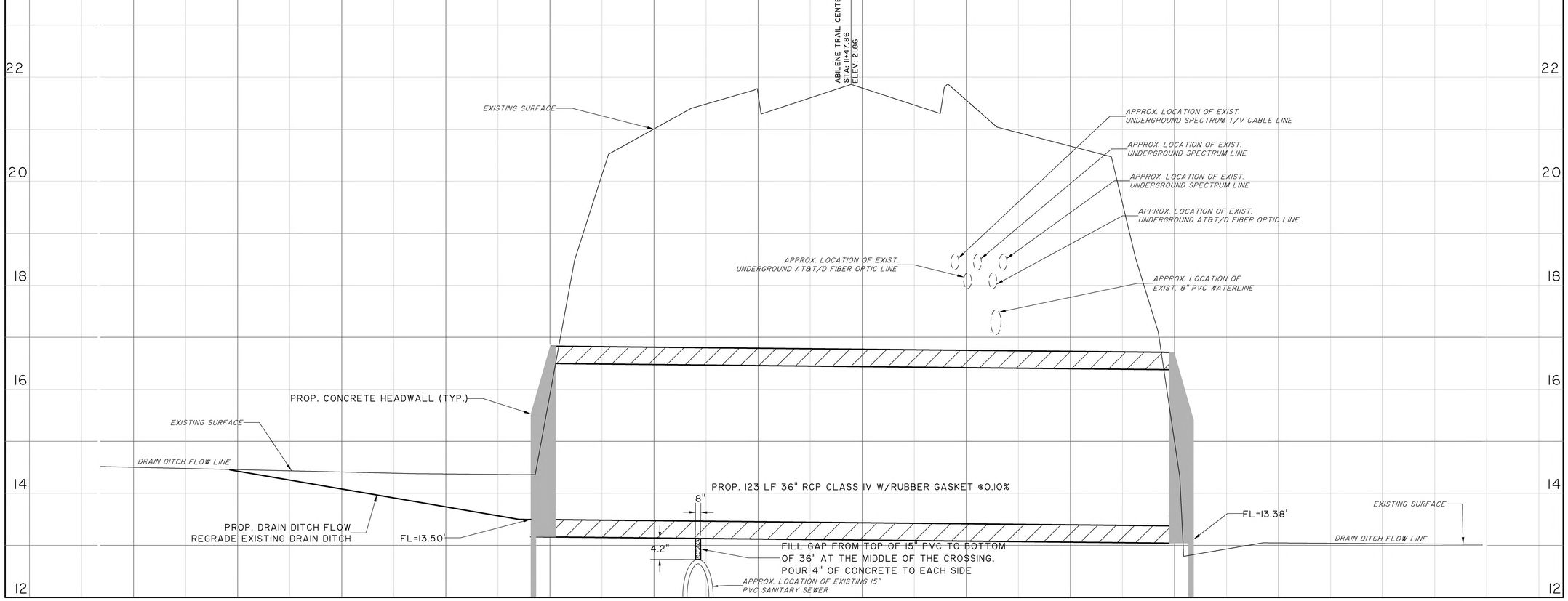
NOTES:

1. CONTRACTOR SHALL DETERMINE THE EXACT LOCATION, HORIZONTAL, AND VERTICAL OF ALL EXISTING UTILITIES BEFORE BEGINNING CONSTRUCTION.
2. CONTRACTOR SHALL SAW CUT ALL EXISTING IMPROVEMENTS IN A NEAT STRAIGHT LINE ALONG BACK OF CURB LINE (SUBSIDIARY TO CURB & GUTTER ITEM, NO SEPARATE PAY)
3. CONTRACTOR SHALL PROTECT EXIST. PRIVATE PROPERTY (INCLUDING MAILBOXES, SIDEWALKS, DRIVEWAYS, CURB & GUTTER, ASPHALT PAVEMENT, IRRIGATION LINES, LANDSCAPING, ETC.) FROM DAMAGE DURING CONSTRUCTION, & RE-INSTALL AS REQUIRED (NO SEPARATE PAY. SUBSIDIARY TO OTHER ITEMS). COORDINATE WITH INSPECTOR.
4. IF ANY ARE ENCOUNTERED DURING CONSTRUCTION, EXIST. MANHOLES AND WATER VALVES SHALL BE ADJUSTED TO GRADE, WHETHER OR NOT SHOWN ON THE PLANS. (SUBSIDIARY TO OTHER ITEMS).



DRAIN DITCH CROSS SECTION A-A

VERTICAL SCALE=1"=10'



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Brownsville, Texas 78526
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ABILENE TRAIL RD DRAIN
STORM SEWER IMPROVEMENTS

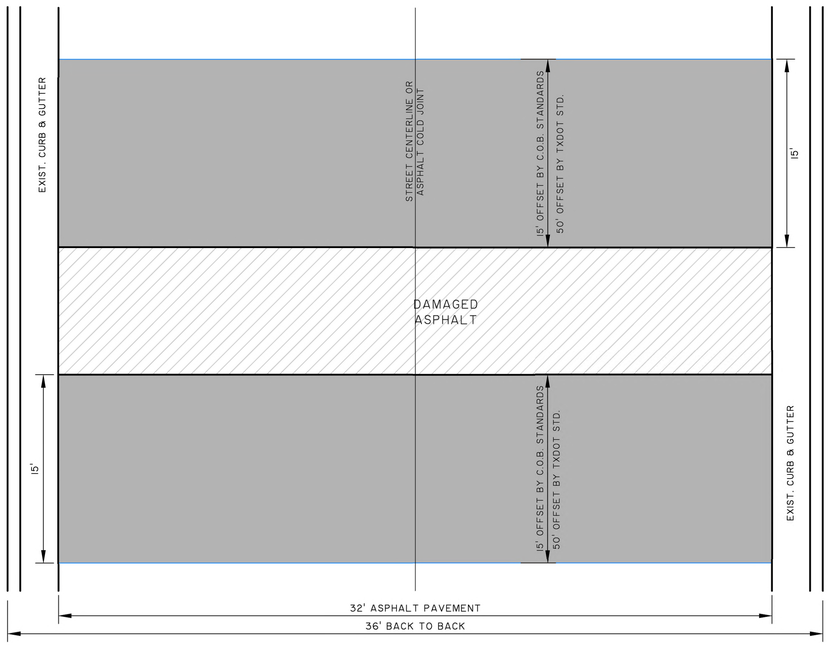
PREPARED FOR: CITY OF BROWNSVILLE

PROP. PLAN & PROFILE
STA. 10+00 - 12+75

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SHEET
5
OF 6

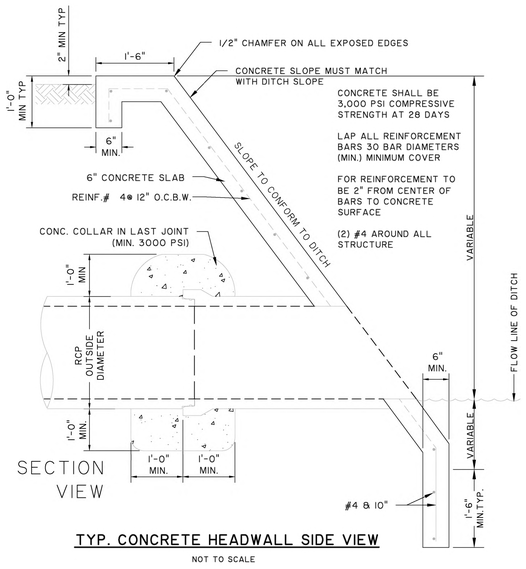
NOTE:
IF THE REAPAIR AREA EXTENDS BEYOND CENTER OF STREET PAVEMENT PATCH AREA SHALL MATCH DIMENSIONS SHOWN (LIP TO LIP)





CURB, GUTTER, SIDEWALKS & ASPHALT PAVING REPAIR PREMISES DETAIL

NOT TO SCALE



TYP. CONCRETE HEADWALL SIDE VIEW

NOT TO SCALE

TYP. CONCRETE HEADWALL DETAIL

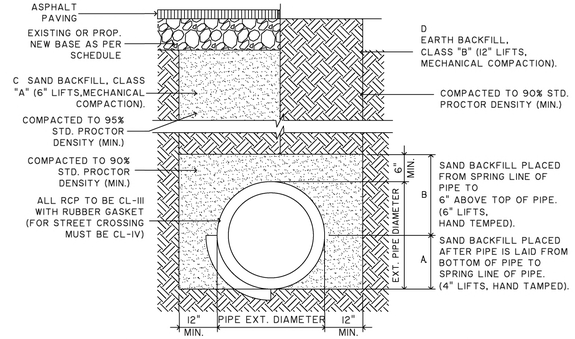
NOT TO SCALE

CONCRETE CURB & GUTTER DETAIL

NOT TO SCALE

STORM DRAIN PIPES CLEARANCE					
PIPE TYPE ALLOWED	DIAMETER	EASEMENT MIN. WIDTH	CLASS / TYPE	MIN. EXCAV. WIDTH	MIN. COVER REQUIRED
RCP	18" - 30"	20'-0"	III	PIPE ø + 2'	18"
RCP	36" - 72"	25'-0"	III	PIPE ø + 3'	24"
RCP	LARGER	30'-0"	III	PIPE ø + 3'	36"

1) ALL RCP, STORM SEWER LINES MUST BE INCREASED TO CLASS IV WHEN RUNS UNDER ROAD OR STREET



BACKFILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUN MOISTURE CONTENT, AND COMPACTED TO 95% STD. PROCTOR DENSITY. THE THICKNESS OF EACH LOOSE LAYER SHALL NOT EXCEED 6". STRUCTURE BACKFILL MATERIAL SHALL BE SAND, APPROVED SITE SOIL, OR OTHER APPROVED SUBSTITUTE.

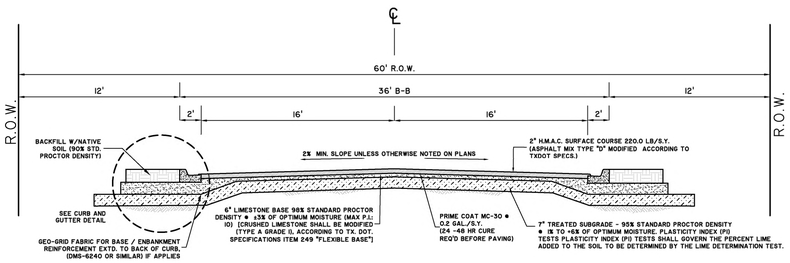
FOUNDATION PREPARATION (WELLPOINTS, GRAVEL OR CEMENT STABILIZATION, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE.

STANDARD PIPE BENDING FOR CONCRETE PIPE DETAIL

NOT TO SCALE

PAVING MATERIALS TESTING FOR STREETS (52' WIDE TYP.)	
SUBGRADE: EVERY 300' MAX.	ASPHALT: EVERY 500' MAX.
1. OPTIMUM LIME CONTENT. 2. ATTERBERG LIMITS. 3. MOISTURE/DENSITY CURVES (STANDARD PROCTOR). 4. SUBGRADE DENSITIES. 5. LIME DEPTH (THICKNESS) LIME STABILIZATION SUB-BASE SHALL CURE MIN 24 HR.	1. RETAINED STABILITY. 2. HVEEM STABILITY 3. EXTRACTION/GRADATION. 4. OPT. THEORETICAL DENSITY. 5. THICKNESS. 6. IN-PLACE DENSITY. H.M.A.C. CONTENT HVEEM STABILITY = 5-8% MAX. RETAIN STABILITY = 70% MIN. MAXIMUM COMPACTION = 93% MIN. HVEEM STABILITY = 30% MIN. TEMP. AT PLACING = 220 F MIN.
LIMESTONE / CALICHE: EVERY 400' MAX.	CYL. EVERY 100 CY MIN. OR DAYS POUR
1. ATTERBERG LIMITS 2. MOISTURE/DENSITY CURVES (STANDARD PROCTOR) 3. EXTRACTION/GRADATION (OPTIONAL). 4. CALIFORNIA BEARING RATIO TEST (C.B.R.) 5. CALICHE BASE DENSITIES. 6. LIME DEPTH (THICKNESS). (GET PLANT CERTIFICATE FOR MODIF. TYPE I CALICHE)	CONCRETE: 1. STRENGTH (P.S.I.) 1) CURB SHALL BE BACKFILLED WITHIN A 6 HOUR PERIOD AFTER REMOVAL OF FORMS TO PREVENT TILTING. 2" DEEP DUMMY JOINTS AT 10 FT. O.C. MAX. 2) CONCRETE SHALL BE CLASS "A" WITH 3500 PSI MIN. COMPRESSIVE STRENGTH AT 28 DAYS WITH 1.5 lbs./cy "FIBERMESH". ALL EXP. CONCRETE SURFACES SHALL BE TREATED WITH COURING COMPOUND RESIN BASE (ASTM C 309 TYPE 2) W/ FUGITIVE DYE.
PRIME COAT: MC-30 OR APPROVED SIMILAR	NOTES:
1. CURING PERIOD 24-48 HRS. 2. DURING CURING NO TRAFFIC SHALL BE ALLOWED ON SURFACE, INCLUDING EQUIPMENT	1) CONTRACTOR IS RESPONSIBLE FOR CALLING TESTING COMPANY AT PROPER TIMES DURING CONSTRUCTION FOR REQ'D TESTING. 2) OWNER WILL PAY FOR ALL REQUIRED TESTING. 3) CONTRACTOR WILL PAY FOR ANY ADDITIONAL TESTING DONE TO ASSURE ALL MATERIALS AND WORK MEET REQUIREMENTS. 4) CONTRACTOR BEARS THE RESPONSIBILITY OF INFORMING CITY INSPECTORS OF ALL TESTING AT LEAST 24 HOURS IN ADVANCE. 5) CEMENT SHALL BE TYPE II AS PER GEOTECHNICAL RECOMMENDATION.

STREET PAVING SECTIONS						
TYPE OF STREET	SUBGRADE	GEO-GRID	BASE		PAVEMENT	
	LIMETREATED		LIMESTONE OR	CALICHE	H.M.A.C.	CONCRETE
RESIDENTIAL	6"		6"	8"	2"	7" REINF. #4 @ 12 OCE@
RESIDENTAL COLLECTOR	8"		7"	9"	2"	7" REINF. #4 @ 12 OCE@
COLLECTOR	8"		9"	11"	2.5"	7" REINF. #5 @ 12 OCE@
MINOR ARTERIAL / INDUSTRIAL	12"		10"	12"	3.5"	8" REINF. #5 @ 12 OCE@
MAJOR ARTERIAL	12"		11"	13"	4"	8" REINF. #6 @ 12 OCE@



ASPHALT PAVEMENT SECTION

N.T.S

AMBIOTEC
CIVIL ENGINEERING GROUP, INC.
5420 Paredes Line Road
Brownsville, Texas 78526
Fax (956)548-9399
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STORM SEWER IMPROVEMENTS

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STORM SEWER & PAVEMENT DETAILS

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SHEET 6 OF 6

CONTRACT DOCUMENTS
CONTRACT SPECIFICATIONS
FOR
CITY OF BROWNSVILLE

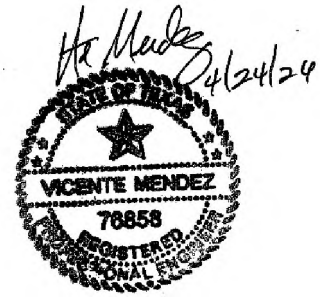
ABILENE TRAIL STORM SEWER IMPROVEMENTS

IN

BROWNSVILLE, TEXAS

PREPARED FOR:

CITY OF BROWNSVILLE



PREPARED BY:

AMBIOTEC
GROUP
TBPE Firm No.: F-4126
TBPLS Reg. No.: 10005300

5420 PAREDES LINE ROAD
BROWNSVILLE, TEXAS 78526
PHONE (956) 548-9333
FAX (956) 548-9399

TECHNICAL SPECIFICATIONS

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01 33 00 – Submittal Procedures....01 33 00 – 1 through 3
01 45 29 – Testing Laboratory Services....01 45 29 – 1 through 3
01 50 00 – Temporary Facilities and Controls....01 50 00 – 1 through 12
01 55 26 – Traffic Control and Regulation....01 55 26 – 1 through 3
01 57 23 – Storm Water Pollution Prevention Plan....01 57 23 – 1 through 2
02 40 00 – Removing Existing Pavement and Structures....02 40 00 – 1 through 2
02 41 00 – Demolition....02 41 00 – 1 through 2
03 30 00 – Cast-in-Place Concrete / Concrete for Utility Construction....03 30 00 – 1 through 17
31 06 20.16 - Backfill Mat'ls Schedule - Utility Backfill Materials....31 06 20.16 – 1 through 10
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31 23 00 - Earthwork, Excavation, Fill, Grading....31 23 00 – 1 through 3
31 23 16.13 – Trench Safety Systems....31 23 16.13 – 1 through 3
31 23 16.16 - Excavation & Backfill for Minor Structures....31 23 16.16 – 1 through 9
31 23 19 - Dewatering - Control of Ground Water and Surface Water....31 23 19 – 1 through 8
31 23 33 - Trenching & Backfilling - Excavation and Backfill for Utilities....31 23 33 – 1 through 15
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SECTION 01 32 33

CONSTRUCTION PHOTOGRAPHS AND VIDEO

PART 1 - GENERAL

1.01 PHOTOGRAPHY

A. CONTRACTOR shall be responsible for the production of pre-construction, during-construction (construction progress) and post-construction photographs as provided herein. OWNER's Representative may also designate additional subjects for photographs in addition to the general guidelines identified below.

B. All photographs must be produced by a competent photographer and shall be digital color photography of commercial quality. All CONTRACTOR-generated photographs must be stored in a .jpeg file format. Each photograph shall be submitted in CD disc format. Each photo shall be marked with the name of the Contract, name of CONTRACTOR, description and location of view and identity of photographer.

C. Each photograph submittal must include a Photo Log that includes the name and number of Contract, name of CONTRACTOR, the name of the photographer, company of the photographer, photograph number, the date of the photograph and the filename that the camera assigns to the photo (e.g. MVC-001.jpg). In addition, appropriate descriptive information to properly identify the location of view must be entered into the Photo Log to assist in maintaining a concise project record (e.g. Sta. 2+00 - Line A or location of Tie-In point at Sta. 46+00).

D. All pre-construction photographs must be submitted prior to the CONTRACTOR beginning any Work that may cause site disturbance. All construction progress photographs shall be submitted with the monthly progress payment. All post-construction photographs shall be submitted prior to release of final payment to the CONTRACTOR.

1. Pre-construction photographs must be taken at sufficient intervals to be able to fully document the pre-construction conditions of the Work, but in no case less than 100 feet along the street, right-of-way or water/wastewater line route before commencement of Work. Each photograph location shall be taken from a minimum of two (2) views (one forward station view and one backward station view along the street or pipeline route) within the limits of construction. Particular attention must be devoted to pre-existing damage to streets, curbs, sidewalks, driveways, signs, mailboxes, etc. for which the CONTRACTOR could be blamed following construction. An identification marker such as houses, businesses, signs, property numbers, mail boxes, landscaping, etc. must be included in each view to properly confirm its location for ease of later

identification. At a minimum, photographs must be taken of the following views:

- the entire street (full width and length)
- all curbs (both sides of street) – all pre-existing curb damage not called for replacement within the Work must be documented, including major cracks
- all driveways, steps, and curbs (both sides of street)
- fence and gate conditions
- trees, ornamental shrubs, plantings/planter boxes and evidence of irrigation features
- other privately owned features that might be disturbed by the construction
- prominent utility features, such as: guy wires, poles, signs, valves, meters, pull boxes, etc.
- streams and stream banks within the limits of construction
- other significant or prominent features in order to protect the OWNER and CONTRACTOR following construction (e.g. close up photographs of pre-existing broken curbs, cracked/failed pavement, damaged adjacent retaining walls, etc.)
- views of structures in areas where CONTRACTOR will be working within five (5) feet of said structure
- other views as requested by the OWNER

2. For street, right-of-way and/or pipeline alignment documentation, construction progress photographs shall be taken from a minimum of two (2) views (one forward station view and one backward station view along the street and/or pipeline route, and one front view and one side view for fittings and appurtenances of pipeline projects) within the limits of construction. Additional photographs shall be taken at stations of significant features and, for pipeline projects at dead ends, tees, bends, valves, manholes, connections, at locations of concrete placement, at stations which will potentially affect adjacent property owners, and at other such times and locations as requested by the OWNER.

E. Construction progress photographs of the same views taken during pre-construction photography must be taken during the progress of the Work and shall be submitted monthly with the CONTRACTOR's monthly progress payments. Post-construction photographs must be taken of the same views taken during pre-construction photography to fully document the completed project. Post-construction photographs must be taken after cleanup and site restoration, and must be submitted prior to release of final payment.

1.02 PRE-CONSTRUCTION VIDEO

A. For all horizontal projects (streets and water & wastewater lines) the CONTRACTOR shall also document by video, within the limits of construction, all pre-existing site conditions / elements as documented in above.

B. The video documentation shall provide a clear and continuous view of the project alignment and everything within the limits of construction.

C. The video shall not be taken from inside a vehicle that is moving. The video shall be taken standing within the limits of construction, as applicable.

D. The pre-construction video shall be digital and submitted to the OWNER in DVD disc format prior to the occurrence of any site disturbance.

E. Post-construction video must be taken after cleanup and site restoration, and must be submitted prior to release of final payment.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION

SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

1. Submittal procedures for:

    1. Schedule of Values.

    2. Construction Schedules.

    3. Shop Drawings, Product Data, and Sampler.

    4. Operations and Maintenance Data.

    5. Manufacturer's Certificates.

    6. Construction Photographs.

    7. Project Record Documents.

    8. Video Tapes.

    9. Design Mixes.

1.2 SUBMITTAL PROCEDURES

1. Scheduling and Handling:

    1. Schedule submittals well in advance of the need for the material or equipment for construction. Allow time to make delivery of material or equipment after submittal is approved.

    2. Develop a submittal schedule that allows sufficient time for initial review, correction, resubmission and final review of all submittals. The Owner will review and return submittals to the Contractor as expeditiously as possible but the amount of time required for review will vary depending on the complexity and quantity of data submitted. In no case will a submittal schedule be acceptable which allows less than 10 days for initial review by the Owner. This time for review shall in no way be justification for delays or additional compensation to the Contractor.

    3. The Owner's review of submittals covers only general conformity to the Drawings, Specifications and dimensions which affect the layout. The Contractor is responsible for quantity determination. No quantities will be verified by the Owner. The

Contractor is responsible for any errors, omissions or deviations from the Contract requirements; review of submittals in no way relieves the Contractor from his obligation to furnish required items according to the Drawings and Specifications.

4. Submit 4 copies of documents unless otherwise specified in the following paragraphs or in the Specifications.

5. Revise and resubmit submittals as required. Identify all changes made since previous submittal.

6. The Contractor shall assume the risk for material or equipment which is fabricated or delivered prior to approval. No material or equipment shall be incorporated into the Work or included in periodic progress payments until approval has been obtained in the specified manner.

2. Transmittal Form and Numbering:

1. Transmit each submittal to the Owner with a Transmittal Form.

2. Sequentially number each transmittal form beginning with the number 1. Resubmittals shall use the original number with an alphabetic suffix (i.e., 2A for first resubmittal of Submittal 2 or 15C for third resubmittal of Submittal 15). Each submittal shall only contain one type of work, material, or equipment. Mixed submittals will not be accepted.

3. Identify variations from requirements of Contract Documents and identify product or system limitations.

4. For submittal numbering of video tapes, see paragraph 1.10 Video.

3. Contractor's Stamp:

1. Apply Contractor's stamp, certifying that the items have been reviewed in detail and are correct and in accordance with Contract Documents, except as noted by any requested variance.

2. As a minimum, Contractor's Stamp shall include:
    1. Contractor's name.
    2. Job number.
    3. Submittal number.
    4. Certification statement that the Contractor has reviewed the submittal and it is in compliance with the Contract Documents.
    5. Signature line for Contractor.

1.3 MANUFACTURER'S CERTIFICATES

1. When specified in Specification sections, submit manufacturers' certificate of compliance for review by the Owner.

2. Contractor's Stamp, as described in paragraph 3.2, shall be placed on front page of the certification.

3. Submit supporting reference data, affidavits, and certifications as appropriate.

4. Certificates may be recent or previous test results on material or product, but must be acceptable to the Owner.

1.4 DESIGN MIXES

1. When specified in Specifications, submit design mixes for review.

2. Contractor's Stamp, as described in paragraph 3.2, shall be placed on front page of each design mix.

3. Mark each design mix to identify proportions, gradations, and additives for each class and type of design mix submitted. Include applicable test results on samples for each mix.

4. Maintain a copy of approved design mixes at mixing plant.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 45 29

TESTING LABORATORY SERVICES

PART 1 GENERAL

1.1 SECTION INCLUDES

1. Testing laboratory services and Contractor responsibilities related to those services.

1.2 REFERENCES

1. ASTM C 1077 - Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation.

2. ASTM D 3666 - Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Bituminous Paving Materials.

3. ASTM D 3740 - Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.

4. ASTM E 329 - Specification for Minimum Requirements for Agencies Engaged the Testing and/or Inspection of Materials Used in Construction.

5. ISO/TEC Guide 25 - General Requirements for the Competence of Calibration and Testing Laboratories.

1.3 SELECTION AND PAYMENT

1. The Owner will select, employ, and pay for services of an independent testing laboratory to perform inspection and testing as required.

2. When required, the Contractor shall employ and pay for services of an independent testing laboratory or laboratories to perform inspection and testing identified in “Products” sections of the individual Specification.

3. Employment of a testing laboratory by the Owner shall not relieve Contractor of obligation to perform work in accordance with requirements of Contract Documents.

4. The Contractor will have the cost of retesting deducted from the estimate for payment whenever failed work must be removed and replaced and retested.

1.4 QUALIFICATION OF LABORATORY

1. Meet laboratory requirements of ASTM E 329 and applicable requirements of ASTM C 1077, ASTM D 3666, and ASTM D 3740.

2. Meet the ISO/TEC Guide 25 conditions for accreditation by the American Association for Laboratory Accreditation (A2LA) in specific fields of testing required in individual Specification sections.

3. Where a laboratory subcontracts any part of the testing services, such work shall be placed with a laboratory complying with the requirements of this Section.

1.5 LABORATORY REPORTS

1. The testing laboratory shall provide and distribute copies of laboratory reports to the following: the Owner, the Engineer, and the Contractor. Other copies of the reports may be required to be submitted to other parties. The testing laboratory will be informed of any other persons that required laboratory reports.

2. One copy of each laboratory report distributed or faxed to the Contractor shall be kept at the site field office for the duration of the project.

3. Before close of business on the working day following test completion and review, reports which indicate failing test results shall be transmitted immediately via fax from the testing laboratory to the Owner, Contractor, and Engineer.

1.6 LIMITS ON TESTING LABORATORY AUTHORITY

1. Laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.

2. Laboratory may not approve or accept any portion of the Work.

3. Laboratory may not assume any duties of the Contractor.

4. Laboratory has no authority to stop the Work. The laboratory's representative shall immediately inform the Engineer and the Owner of any conflicts with the Contractor or Contractor's construction methods.

1.7 CONTRACTOR RESPONSIBILITIES

1. Provide safe access to the Work and to applicable facilities (e.g. manufacturers, suppliers) for the Owner, Engineer, and testing laboratory personnel.

2. Provide to the testing laboratory a copy of the construction schedule and a copy of each update to the construction schedule.

3. Notify the Engineer and the testing laboratory during normal working hours of the day previous, but not less than 18 hours prior notice, to the expected time for operations requiring inspection and testing services. If the Contractor fails to make timely prior notification, then the Contractor shall not proceed with the operations requiring inspection and testing services.

4. Notify the Engineer 24 hours in advance if the Specification requires the presence of the Engineer for sampling or testing.

5. Request and monitor testing as required to provide timely results and to avoid delay to the Work. Provide samples to the laboratory in sufficient time to allow the required test to be performed in accordance with specified test methods before the intended use of the material.

6. Cooperate with laboratory personnel in collecting samples on site. Provide incidental labor and facilities for safe access to the Work to be tested; to obtain and handle samples at the site or at source of products to be tested; and to facilitate tests and inspections including storage and curing of test samples.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N

3.01.1 CONDUCTING TESTING

1 Laboratory sampling and testing specified in individual Specification sections shall conform to the latest issues of ASTM standards, TxDOT methods, or other recognized test standards as approved by the Engineer.

2. The requirements of this section shall also apply to those tests for approval of materials, for mix designs, and for quality control of materials as performed by the testing laboratories employed by the Contractor.

END OF SECTION

Section 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.1 SECTION INCLUDES

1. Temporary facilities and the necessary controls for the project including utilities, telephone, sanitary facilities, field office, storage sheds and building, safety requirements, first aid equipment, fire protection, security measures, protection of the Work and property, access roads and parking, environmental controls, disposal of trash, debris, and excavated material, pest and rodent control, water runoff and erosion control.

2. The facilities and controls specified in this section are considered minimum for the Project. The Contractor may provide additional facilities and controls for the proper execution of the Work and to meet Contractor's responsibilities for protection of persons and property.

1.2 CONTRACTOR'S RESPONSIBILITY

1. Comply with applicable requirements specified in other sections of the Specifications.

    1. Maintain and operate temporary facilities and systems to assure continuous service.

    2. Modify and extend systems as Work progress requires.

    3. Completely remove temporary materials and equipment when their use is no longer required.

    4. Restore existing facilities used for temporary services to specified or to original condition.

1.3 TEMPORARY UTILITIES

1. Obtaining Temporary Service:

    1. Make arrangements with utility service companies for temporary services.

    2. Abide by rules and regulations of the utility service companies or authorities having jurisdiction.

3. Be responsible for utility service costs until the Work is substantially complete. Included are fuel, power, light, heat, and other utility services necessary for execution, completion, testing, and initial operation of the Work.

2. Water:

1. Provide water required for and in connection with Work to be performed and for specified tests of piping, equipment, devices, or for other use as required for proper completion of the Work.

2. For water to be drawn from public fire hydrants, obtain special permit or license from the proper Utility officials. A deposit based on rates established by latest ordinance will be required.

3. Provide and maintain an adequate supply of potable water for domestic consumption by Contractor personnel and the Owner or his Representatives.

3. Electricity and Lighting:

1. Provide electric powered service as required for the Work, including testing of Work. Provide power for lighting, operation of the Contractor's equipment, or for any other use by Contractor.

2. Electric power service includes temporary power service or generator to maintain plant operations during any scheduled shutdown.

3. Minimum lighting level shall be 5 foot-candles for open areas; 10-foot-candles for stairs and shops. Provide a minimum of one 300-watt lamp for each 20 square feet in work area.

4. Temporary Heat and Ventilation:

1. Provide temporary heat as necessary for protection or completion of the Work.

2. Provide temporary heat and ventilation to assure safe working conditions; maintain enclosed areas at a minimum of 50 degrees F.

5. Telephone:

1. Provide emergency telephone service at the Contractor's office for use by Contractor personnel and others performing work or furnishing services at the site.

2. Provide a separate phone line and instrument in the field office, if used, for the Owner or his representatives. Cost for local calls and other project-related calls made by the Inspector shall be paid for by the Contractor.

6. Sanitary Facilities:

    1. Provide and maintain sanitary facilities for persons on the job site; comply with the regulations of State and local departments of health.

    2. Enforce the use of sanitary facilities by construction personnel at the job site. Such facilities shall be enclosed. Pit-type toilets will not be permitted. No discharge will be allowed from these facilities. Collect and store sewage and waste so as not to cause a nuisance or health problem; have sewer and waste hauled off-site and properly disposed in accordance with City and County regulations.

    3. Locate toilets near the Work site and secluded from view insofar as possible. Keep toilets clean and supplied throughout the course of the Work.

1.4 FIELD OFFICE

1. Furnish and Locate:

    1. Furnish, install and maintain a field office for the use of the Owner and his representatives. Provide sufficient room for project meetings. Locate the office at the Site in a place approved by the Owner.

    2. Provide office space ready for occupancy, 10 days after date fixed in Notice to Proceed.

    3. Construct two all-weather, hard surfaced parking spaces, suitable for weather and duration of Project, for use by the Contractor and the Owner or his representatives. Provide an all-weather surfaced walk between the parking spaces and the office.

2. Minimum Construction:

    1. Structurally sound foundation and superstructure.

    2. Completely weather tight with insulated roof and walls.

    3. Exterior finish and interior finish acceptable to the Owner.

    4. Stairs or walkway with handrail and entrance platform (4' x 4') with a mud scraper at door.

    5. Resilient floor covering.

6. Screened windows with an area equal to approximately 10 percent of floor area sufficient for light, view, and ventilation. Provide windows with operable sash.

7. Secure lockable exterior doors with dead bolt cylinder locks.

3. Minimum Services:

1. Exterior light at entrance.

2. Interior lighting of 50 foot-candles at desktop height.

3. Automatic heating to maintain 65 degrees F in winter.

4. Automatic cooling to maintain 75 degrees F in summer.

5. Electric power service.

6. Four electric wall outlets.

7. Separate telephone service.

8. Chilled drinking water.

9. Separate sanitary facilities with one water closet and one lavatory and medicine cabinet.

10. Plumbing and sewers as required, protected from freezing.

4. Minimum Furnishings:

1. Two 5-drawer desks.

2. Two swivel desk chairs.

3. One drafting table with built-in drawer, drafting stool, and light.

4. One plan rack to hold eight racks of drawings.

5. Two 4-drawer legal file cabinets.

6. Book shelving and bookcase with a minimum of 15 feet of shelf space.

7. Two waste baskets.

8. One tack board 30 inches by 36 inches.

9. Fire extinguishers.

10. Identifying exterior sign acceptable to the Owner.

11. First aid kit.

12. Six protective helmets (hard hats) for use by visitors.

13. Conference table and chairs to accommodate 15 persons.

14. Fax machine.

15. Other furnishings at Contractor's option.

5. Maintenance:

1. Schedule continuous maintenance of office, walkways, and services; cleaned not less than once per week;

2. Provide soap, paper towels, cleansers, janitorial service and appurtenances;

3. Immediately repair any damage, leaks or defective service.

6. Provide adequate space for one set of Contract Documents in the office for ready reference.

1.5 STORAGE SHEDS AND BUILDINGS

1. Provide adequately ventilated, watertight storage facilities with floor above ground level for materials and equipment susceptible to weather damage.

2. Storage of materials not susceptible to weather damage may be on blocks off the ground.

3. Store materials in a neat and orderly manner. Place materials and equipment to permit easy access for identification, inspection and inventory.

4. Fill and grade site for temporary structures to provide drainage away from temporary and existing buildings.

1.6 SAFETY REQUIREMENTS
1.7

1. Submit and follow a safety program in accordance with General Conditions. Include in the safety program documented response to trench safety requirements as specified in Section 31 23 16.13 - Trench Safety Systems.

2. Conduct operations in strict accord with applicable Federal, State and local safety codes and statutes and with good construction practice. The Contractor is fully responsible and obligated to establish and maintain procedures for safety of all work, personnel and equipment involved in the Project.

3. Observe and comply with Texas Occupational Safety Act (Art. 5182a, V.C.S.) and with all safety and health standards promulgated by Secretary of Labor under Section 107 of Contract Work Hours and Standards Act, published in 29 CFR Part 1926 and adopted by Secretary of Labor as occupational safety and health standards under the Williams-Steiger Occupational Safety and Health Act of 1970, and to any other legislation enacted for safety and health of Contractor employees. Such safety and health standards apply to subcontractors and their employees as well as to the Contractor and its employees.

4. Observance of and compliance with the regulations shall be solely and without qualification the responsibility of the Contractor without reliance or superintendence of or direction by the Owner or his representative. Immediately advise the Owner and engineer of investigation or inspection by Federal Safety and Health inspectors of the Contractor or subcontractor's work or place of work on the job site under this Contract, and after such investigation or inspection, advise the Owner and engineer of the results. Submit one copy of accident reports to Owner within 10 days of occurrence.

5. Protect areas occupied by workmen using the best available devices for detection of lethal and combustible gases. Test such devices frequently to assure their functional capability. Constantly observe infiltration of liquids into the Work area for visual or odor evidences of contamination, immediate take appropriate steps to seal off entry of contaminated liquids to the Work area.

6. Safety measures, including but not limited to safety personnel, first-aid equipment, ventilating equipment and safety equipment, in the specifications and shown on the Drawings are obligations of the Contractor.

7. Maintain required coordination with the City's Police and Fire Departments during the entire period covered by the Contract.

1.8 FIRST AID EQUIPMENT

1. Provide a first aid kit throughout the construction period. List telephone numbers for physicians, hospitals, and ambulance services in each first aid kit.

2. Have at least one person thoroughly trained in first aid procedures present on the site whenever Work is in progress.

1.9 FIRE PROTECTION

1. Conform to specified fire protection and prevention requirements established by Federal, State, or local governmental agencies and as provided in Contractor's Safety Program.

1.10 SECURITY MEASURES

1. Protect all Work materials, equipment, and property from loss, theft, damage, and vandalism. Contractor's duty to protect property includes public property, and property of the Owner and his representatives used in connection with the performance of the Contract.

2. If existing fencing or barriers are breached or removed for purposes of construction. Provide and maintain temporary security fencing equal to existing.

1.11 PROTECTION OF PUBLIC UTILITIES

1. Prevent damage to existing public utilities during construction. These utilities are shown on the Drawings at their approximate locations. Give owners of these utilities at least 48 hours notice before commencing Work in the area, for locating the utilities during construction, and for making adjustments or relocation of the utilities when they conflict with the proposed Work.

2. Utilize the Utility Coordinating Committee One Call System, telephone number, (713) 223-4567, which must be called 48 hours in advance. The toll free telephone number is 1-800-669-8344, Texas One Call System.

1.12 PROTECTION OF THE WORK AND PROPERTY

1. Preventive Actions:

    1. Take precautions, provide programs, and take actions necessary to protect the Work and public and private property from damage.

    2. Take action to prevent damage, injury or loss, including, but not be limited to, the following:

        1. Store apparatus, materials, supplies, and equipment in an orderly, safe manner that will not unduly interfere with progress of the Work or the Work of any other contractor, any utility service company, or the City's operations.

        2. Provide suitable storage for materials which are subject to damage by exposure to weather, theft, breakage, or otherwise.

3. Place upon the Work or any part thereof only such loads as are consistent with the safety of that portion of the Work.

4. Frequently clean up refuse, rubbish, scrap materials, and debris caused by construction operations, keeping the Project site safe and orderly.

5. Provide safe barricades and guard rails around openings, for scaffolding, for temporary stairs and ramps, around excavations, elevated walkways, and other hazardous areas.

3. Obtain written consent from proper parties before entering or occupying with workers, tools, materials or equipment, privately-owned land except on easements provided for construction.

4. Assume full responsibility for the preservation of public and private property on or adjacent to the site. If any direct or indirect damage is done by or on account of any act, omission, neglect, or misconduct in execution of the Work by the Contractor, it shall be restored by the Contractor to a condition equal to or better than that existing before the damage was done.

2. Barricades and Warning Signals: Where Work is performed on or adjacent to any roadway, right-of-way, or public place, furnish and erect barricades, fences, lights, warning signs, and danger signals; provide watchmen; and take other precautionary measures for the protection of persons or property and protection of the Work. Use barricades painted to be visible at night. From sunset to sunrise, furnish and maintain at least one light at each barricade. Erect sufficient barricades to keep vehicles from being driven on or into Work under construction. Furnish watchmen in sufficient numbers to protect the Work. Maintain barricades, signs, and lights, and provide watchmen until the Project is accepted by the Owner, engineer, and building officials.

3. Tree and Plant Protection: Conform to requirements of Section 01562 - Tree and Plant Protection.

4. Protection of Existing Structures:

1. Underground Structures:

1. Underground structures are defined to include, but not be limited to, sewer, water, gas, and other piping, and manholes, chambers, electrical and signal conduits, tunnels, and other existing subsurface installations located within or adjacent to the limits of the Work.

2. Known underground structures, including water, sewer, electric, and telephone service connections are shown on the Drawings. This information is shown for the assistance of the Contractor in accordance with the best information available, but is not guaranteed to be correct or complete.

3. Explore ahead of trenching and excavation work and uncover obstructing underground structures sufficiently to determine their location, to prevent damage to them and to prevent interruption of utility services. Restore to original condition damages to underground structure at no additional cost to the Owner.

4. Necessary changes in location of the Work may be made by the Engineer to avoid unanticipated underground structures.

5. If permanent relocation of an underground structure or other subsurface installations is required and not otherwise provided for in the Contract Documents, the Engineer will direct Contractor in writing to perform the Work, which shall be paid for under the provisions for change orders in the Contract Document - General Conditions.

2. Surface Structures: Surface structures are defined as existing buildings, structures and other constructed installations above the ground surface. Included with such structures are their foundations or any extension below the surface. Surface structures include, but are not limited to buildings, tanks, walls, bridges, roads, dams, channels, open drainage, piping, poles, wires, posts, signs, markers, curbs, walks, guard cables, fencing, and other facilities that are visible above the ground surface.

3. Protection of Underground and Surface Structures:

1. Support in place and protect from direct or indirect injury underground and surface structures located within or adjacent to the limits of the Work. Install such supports carefully and as required by the party owning or controlling such structure. Before installing structure supports, Contractor shall satisfy the Engineer that the methods and procedures to be used have been approved by the owner of the structure.

2. Avoid moving or in any way changing the property of public utilities or private service corporations without prior written consent of a responsible official of that service or public utility. Representatives of these utilities reserve the right to enter within the limits of this project for the purpose of maintaining their properties, or of making such changes or repairs to their property that may be considered necessary by performance of this Contract.

3. Notify the owners and/or operators of utilities and pipelines of the nature of construction operations to be performed and the date or dates on which those operations will be performed. When construction operations are required in the immediate vicinity of existing structures, pipelines, or utilities, give a minimum of 5 working days advance notice. Probe and flag the location of underground utilities prior to

commencement of excavation. Keep flags in place until construction operation reach and uncover the utility.

4. Assume risks attending the presence or proximity of underground and surface structures within or adjacent to the limits to the Work including but not limited to damage and expense for direct or indirect injury caused by his Work to any structure. Immediately repair damage caused, to the satisfaction of the owner of the damaged structure.

5. Protection of Installed Products:

1. Provide protection of installed products to prevent damage from subsequent operations. Remove protection facilities when no longer needed, prior to completion of Work.

2. Control traffic to prevent damage to equipment, materials, and surfaces.

3. Provide coverings to protect equipment and materials from damage. Cover projections, wall corners, jambs, sills, and exposed sides of openings in areas used for traffic and for passage of materials in subsequent work.

1.13 ROADS AND PARKING

1. Prevent interference with traffic and public operations on existing roads.

2. Designate temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking. Locate as approved by the Owner.

3. Minimize use by construction traffic of existing streets and driveways.

4. Do not allow heavy vehicles or construction equipment in existing parking areas.

1.14 ENVIRONMENTAL CONTROLS

1. Provide and maintain methods, equipment, and temporary construction as necessary for controls over environmental conditions at the construction site and adjacent areas.

2. Comply with statutes, regulations, and ordinances which relate to the proposed Work for the prevention of environmental pollution and preservation of natural resources, including but not limited to the National Environmental Policy Act of 1969, PL 91-190, Executive Order 11514.

3. The Owner recognizes that the site has considerable natural value and that construction of projects should have minimum impact to the surrounding environment. The Contractor shall adopt construction procedures that do not cause unnecessary excavation and filling of the terrain, indiscriminate destruction of vegetation, air or stream pollution, nor the harassment or destruction of wildlife.

4. Recognize and adhere to the environmental requirements of the Project. Disturbed areas shall be strictly limited to boundaries established by the Contract Documents. Particularly avoid pollution of "on-site" streams, sewers, wells, or other water sources.

5. Burning of rubbish, debris or waste materials is not permitted.

1.15 POLLUTION CONTROL

1. Provide methods, means, and facilities required to prevent contamination of soil, water or atmosphere by discharge of noxious substances from construction operations.

2. Provide equipment and personnel to perform emergency measures required to contain any spillage, and to remove contaminated soils or liquids. Excavate and dispose of any contaminated earth off-site, and replace with suitable compacted fill and topsoil.

3. Take special measures to prevent harmful substances from entering public waters. Prevent disposal of wastes, effluents, chemicals, or other such substances adjacent to streams, or in sanitary or storm sewers.

4. Provide systems for control of atmospheric pollutants.

    1. Prevent toxic concentrations of chemicals.

    2. Prevent harmful dispersal of pollutants into the atmosphere.

5. Use equipment during construction that conforms to current Federal, State, and local laws and regulations.

1.16 PEST AND RODENT CONTROL

1. Provide rodent and pest control as necessary to prevent infestation of construction or storage areas.

2. Employ methods and use materials which will not adversely affect conditions at the site or on adjoining properties.

1.17 NOISE CONTROL

1. Provide vehicles, equipment, and construction activities that minimize noise to the greatest degree practicable. Noise levels shall conform to the latest OSHA standards and City Ordinances and in no case will noise levels be permitted which interfere with other work or create a nuisance in the surrounding residential neighborhoods.

2. Conduct construction operations during daylight hours except as approved by Owner and Engineer.

3. Select construction equipment to operate with minimum noise and vibration. If in the opinion of the City, Owner or Engineer, objectionable noise or vibration is produced by equipment, rectify such conditions without additional cost to the Owner. The Sound Power Level (PWL) of any equipment shall not exceed 85 dbA (re: 10^{-12} watts) measured 5 feet from the piece of equipment, or the levels prescribed by City Ordinances, whichever is lower Explicit equipment noise requirements are specified with equipment specifications.

1.18 DUST CONTROL

1. Control objectionable dust caused by operation of vehicles and equipment. Apply water or use other methods, subject to approval of the City, Owner and Engineer, which will control the amount of dust generated.

1.19 WATER RUNOFF AND EROSION CONTROL

1. Where required, the Contractor shall comply with the National Pollutant Discharge Elimination system (NPDES) permit as stated in the Federal Register, Vol.57, and No.175.

2. In addition to the NPDES requirements the Contractor shall:

    1. Provide methods to control surface water, runoff, subsurface water, and water from excavations and structures to prevent damage to the Work, the site, or adjoining properties.

    2. Control fill, grading and ditching to direct water away from excavations, pits, tunnels, and other construction areas; and to direct drainage to proper runoff courses so as to prevent any erosion, sedimentation or damage.

    3. Provide, operate, and maintain equipment and facilities of adequate size to control surface water.

    4. Dispose of drainage water in a manner to prevent flooding, erosion, or other damage to any portion of the site or to adjoining areas and in conformance with environmental requirements.

    5. Retain existing drainage patterns external to the construction site by constructing temporary earth berms, sedimentation basins, retaining areas, and temporary ground cover as needed to control conditions.

    6. Plan and execute construction and earthwork by methods to control surface drainage from cuts and fills, and from borrow and waste disposal areas, to prevent erosion and sedimentation.

        1. Keep to a minimum the area of bare soil exposed at one time.

        2. Provide temporary control measures, such as berms, dikes, and drains.

7. Construct fills and waste areas by selective placement to eliminate surface silts or clays which will erode.

8. Inspect earthwork periodically to detect any evidence of the start of erosion. Apply corrective measures as required to control erosion.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N - Not Used

END OF SECTION

Section 01 55 26
TRAFFIC CONTROL AND REGULATION

PART 1 GENERAL

1.01 SECTION INCLUDES

1. Requirements for signs, signals, control devices, flares, lights and traffic signals, as well as construction parking control, designated haul routes and bridging of trenches and excavations.
2. Requirement for and qualifications of flagmen.

1.02 SUBMITTALS

1. The contractor shall submit prior to the beginning of work a Traffic Control Plan responsive to the Texas Manual on Uniform Traffic Control Devices (TMUTCD) and sealed by a Registered Professional Engineer.
2. For both the traffic control plan and flagmen use, submit schedules of values within 30 days following the Notice to Proceed.
3. Make submittals in accordance with Section 01 33 00 - Submittal Procedures.

1.03 UNIT PRICES

No payment will be made for Traffic Control and Regulation. Costs associated with this item are subsidiary to other items.

PART 2 PRODUCTS

2.01 SIGNS, SIGNALS, AND DEVICES

1. Comply with Texas State Manual on Uniform Traffic Control Devices.
2. Traffic Cones and Drums, Flares and Lights: As approved by local jurisdictions.

PART 3 EXECUTION

3.01 PUBLIC ROADS

1. Abide by laws and regulations of governing authorities when using public roads. If the Contractor's work requires that public roads be temporarily impeded or closed, approvals shall be obtained from governing authorities and permits paid for before starting any work. Coordinate activities with the City, County, and Owner.

2. Contractor shall maintain at all times a 10-foot-wide all-weather lane adjacent to work areas which shall be kept free of construction equipment and debris and shall be for the use of emergency vehicles, or as otherwise provided in the traffic control plan.
3. Contractor shall not obstruct the normal flow of traffic from 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m. on designated major arterials or as directed by the City and County.
4. Contractor shall maintain local driveway access to residential and commercial properties adjacent to work areas at all times.
5. Cleanliness of Surrounding Streets: Keep streets used for entering or leaving the job area free of excavated material, debris, and any foreign material resulting from construction operations.

3.02 CONSTRUCTION PARKING CONTROL

1. Control vehicular parking to prevent interference with public traffic and parking, access by emergency vehicles, and County and City's operations.
2. Monitor parking of construction personnel's vehicles in existing facilities. Maintain vehicular access to and through parking areas.
3. Prevent parking on or adjacent to access roads or in non-designated areas.

3.03 FLARES AND LIGHTS

1. Provide flares and lights during hours of low visibility to delineate traffic lanes and to guide traffic.

3.04 HAUL ROUTES

1. Utilize haul routes designated by authorities or shown on the Drawings for construction traffic.
2. Confine construction traffic to designated haul routes.
3. Provide traffic control at critical areas of haul routes to regulate traffic and minimize interference with public traffic.

3.05 TRAFFIC SIGNS AND SIGNALS

1. Install traffic control devices at approaches to the site and on site, at crossroads, detours, parking areas, and elsewhere as needed to direct construction and affected public traffic.

2. Install and operate traffic control signals to direct and maintain orderly flow of traffic in areas under Contractor's control and areas affected by Contractor's operations.

3. Relocate traffic signs and signals as Work progresses to maintain effective traffic control.

3.06 BRIDGING TRENCHES AND EXCAVATIONS

1. Whenever necessary, bridge trenches and excavation to permit an unobstructed flow of traffic.
2. Secure bridging against displacement by using adjustable cleats, angles, bolts or other devices whenever bridge is installed:
    a. On an existing bus route;
    b. When more than five percent of daily traffic is comprised of commercial or truck traffic;
    c. When more than two separate plates are used for the bridge; or
    d. When bridge is to be used for more than five consecutive days.
3. Install bridging to operate with minimum noise.
4. Adequately shore the trench or excavation to support bridge and traffic.
5. Extend steel plates used for bridging a minimum of one foot beyond edges of trench or excavation. Use temporary paving materials (premix) to feather edges of plates to minimize wheel impact on secured bridging.
6. Use steel plates of sufficient thickness to support H-20 loading truck or lane that produces maximum stress.

3.07 REMOVAL

1. Remove equipment and devices when no longer required.
2. Repair damage caused by installation.
3. Remove post settings to a depth of 2 feet.

PART 4 PAYMENT

4.02 UNIT PRICES

A. Unless indicated in the Unit Prices Section (1.03) as a pay item, no separate payment will be made for work performed under this Section. Include cost of work performed under this Section in pay items of which this work is a component.

END OF SECTION

SECTION 01 57 23

STORM WATER POLLUTION CONTROL AND PREVENTION PLAN - TPDES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. This Section describes the required documentation to be prepared and signed by the Contractor before conducting construction operations, in accordance with the terms and conditions of the General Permit Number TXR150000 for discharges of storm water runoff from small construction sites.

B. The Contractor shall be responsible for providing and implementing a Storm Water Pollution Prevention Plan, prepared by and sealed by a registered professional engineer, for this project.

C. Contractor shall review implementation of the Storm Water Pollution Prevention Plan (SWPPP) in a meeting with the Owner and Engineer prior to start of construction.

1.02 LUMP SUM PRICE

A. Payment for this item shall be made on a lump sum basis and shall cover all costs associated with the preparation and submittal of the Storm Water Pollution Prevention Plan, prepared by a professional engineer registered in Texas, and submittal of all required forms including Notice of Intent to TCEQ, and any forms required by other governmental entities, payment of permit fees (if any), cost of implementation and maintenance of the storm water control measures as required throughout the project.

1.03 REFERENCES

A. Part II.E.2. of TCEQ General Permit Number TXR150000.

B. Part II.F.3 of TCEQ General Permit Number TXR150000 (notification of MS4 operator)

PART 2 PRODUCTS - As required by Storm Water Pollution Prevention Plan.

PART 3 EXECUTION

3.01 SMALL CONSTRUCTION SITE NOTICE

A. The Contractor shall complete and sign the attached Small Construction Site Notice, and copies of the signed notice shall be submitted to TCEQ, the Owner, Engineer, City of Brownsville and shall be posted at the construction site, as specified.

3.02 STORM WATER POLLUTION PREVENTION PLAN

A. Contractor shall be responsible for implementation, maintenance, and inspection of storm water pollution prevention control measures including, but not limited to, erosion and sediment controls, storm water management plans, waste collection and disposal, off-site vehicle tracking, and other practices shown on the Storm Water Pollution Prevention Plan, or as specified by TCEQ or elsewhere in this or other Specifications.

3.03 RETENTION OF RECORDS

A. The Contractor shall keep a copy of the Storm Water Pollution Prevention Plan at the construction site or at the Contractor's field office from the date that it became effective to the date of project completion.

B. At project closeout, the Contractor shall submit to Owner all TPDES forms and certifications, as well as a copy of the SWPPP. Storm water pollution prevention records and data will be retained by Owner for a period of 3 years from the date of project completion.

3.04 REQUIRED NOTICES

A. The following notices shall be posted from the date that this SWPPP goes into effect until the date of final site stabilization:

1. Copies of the Small Construction Site Notice completed, signed and submitted by Contractor shall be posted at the construction site or at Contractor’s office in a prominent place for public viewing.

2. Notice to drivers of equipment and vehicles, instructing them to stop, check, and clean tires of debris and mud before driving onto traffic lanes. Post such notices at every stabilized construction exit area.

3. In an easily visible location on site, post a notice of waste disposal procedures.

4. If applicable, notice of hazardous material handling and emergency procedures shall be posted on site. Keep copies of Material Safety Data Sheets at a location on site that is known to all personnel.

5. Keep a copy of each signed certification at the construction site or at Contractor’s office.

END OF SECTION

SECTION 02 40 00
REMOVING EXISTING PAVEMENT AND STRUCTURES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Removing concrete paving, asphaltic concrete pavement, and base courses.

B. Removing concrete curbs, concrete curbs and gutters, sidewalks and driveways.

C. Removing pipe culverts and sewers.

D. Removing existing inlets and manholes.

E. Removing miscellaneous structures of concrete or masonry and all debris.

1.02 REGULATORY REQUIREMENTS

A. Conform to applicable codes for disposal of debris.

B. Coordinate removal work with utility companies.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.01 PREPARATION

A. Obtain advance approval from Engineer for dimensions and limits of removal work.

B. Identify known utilities below grade. Stake and flag locations.

3.02 PROTECTION

A. Protect the following from damage or displacement:

1. Adjacent public and private property.

2. All trees, plants, and other landscape features unless designated to be removed.

3. All utilities unless designated to be removed.

4. All pavement and utility structures unless designated to be removed.

5. Bench marks, monuments, and existing structures designated to remain.

3.03 REMOVAL

A. Remove pavements and structures by methods that will not damage underground utilities. Do not use a drop hammer near existing underground utilities.

B. Minimize amount of earth loaded during removal operations.

C. Where existing pavement is to remain, make straight saw cuts in existing pavement to provide clean breaks prior to removal. Do not break concrete pavement or base with drop hammer unless concrete or base has been saw cut to a minimum depth of 2 inches.

D. Where street and driveway saw cut locations coincide or fall within 3 feet of existing construction or expansion joints, break out to existing joint.

E. Remove sidewalks and curbs to nearest existing dummy, expansion, or construction joint.

F. Where existing end of pipe culvert or end of sewer is to remain, install an 8-inch-thick masonry plug in pipe end prior to backfill.

3.04 BACKFILL

A. Backfill of removal areas shall be in accordance with requirements of Section 31 23 16.16 - Excavation and Backfill for Structures.

3.05 DISPOSAL

A. Inlet frames, grates, and plates; and manhole frames and covers, may remain Owner's property. Disposal shall be in accordance with local and state laws and the responsibility of the Contractor.

B. Remove from the site debris resulting from work under this section in accordance with local and state laws and the responsibility of the Contractor.

PART 4 PAYMENT

4.01 MEASUREMENT & PAYMENT

Unless prescribed elsewhere in the Contract documents, Unit Prices as follows:

Payment of the quantities for removing existing pavements and structures measured as specified will be at the contract unit price per square yard of the thickness specified.

END OF SECTION

SECTION 02 41 00

DEMOLITION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Removing concrete paving, asphaltic concrete pavement, and base courses.

B. Removing concrete curbs, concrete curbs and gutters, sidewalks and driveways.

C. Removing pipe culverts and sewers.

D. Removing existing inlets and manholes.

E. Removing miscellaneous structures of concrete or masonry.

1.02 MEASUREMENT AND PAYMENT

A. Payment are based on a lump sum basis

1.03 REGULATORY REQUIREMENTS

A. Conform to applicable codes for disposal of debris.

B. Coordinate removal work with utility companies.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.01 PREPARATION

A. Obtain advance approval from Public Works Director for dimensions and limits of removal work.

B. Identify known utilities below grade. Stake and flag locations.

3.02 PROTECTION

A. Protect the following from damage or displacement:

1. Adjacent public and private property.

2. Trees, plants, and other landscape features designated to remain.

3. Utilities designated to remain.

4. Pavement and utility structures designated to remain.

5. Bench marks, monuments, and existing structures designated to remain.

3.03 REMOVALS

A. Remove pavements and structures by methods that will not damage underground utilities. Do not use a drop hammer near existing underground utilities.

B. Minimize amount of earth loaded during removal operations.

C. Where existing pavement is to remain, make straight saw cuts in existing pavement to provide clean breaks prior to removal. Do not break concrete pavement or base with drop hammer unless concrete or base has been saw cut to a minimum depth of 2 inches.

D. Where street and driveway saw cut locations coincide or fall within 3 feet of existing construction or expansion joints, break out to existing joint.

E. Remove sidewalks and curbs to nearest existing dummy, expansion, or construction joint.

F. Where existing end of pipe culvert or end of sewer is to remain, install an 8-inch-thick masonry plug in pipe end prior to backfill.

3.04 BACKFILL

A. Backfill of removal areas shall be in accordance with requirements of Section 31 23 16.16 - Excavation and Backfill for Structures.

3.05 DISPOSAL

A. Inlet frames, grates and plates; and manhole frames and covers, may remain owner's property. Disposal shall be in accordance with local and state laws and the responsibility of the Contractor.

B. Remove from the site debris resulting from work under this section in accordance with local and state laws and the responsibility of the Contractor.

END OF SECTION

Section 03 30 00

CAST-IN-PLACE CONCRETE
CONCRETE FOR UTILITY CONSTRUCTION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Cast-in-place concrete work for utility construction or rehabilitation, such as slabs on grade, small vaults, site-cast bases for precast units, and in-place liners for manhole rehabilitation.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. No payment will be made for concrete for utility construction under this Section. Include cost in applicable utility structure.

1.03 REFERENCES

A. ACI 117 - Standard Tolerances for Concrete Construction and Materials.

B. ACI 211.1 - Standard Practice for Selecting Proportions for Normal, Heavyweight and Mass Concrete.

C. ACI 302.1R - Guide for Concrete Floor and Slab Construction.

D. ACI 304R - Guide for Measuring, Mixing, Transporting, and Placing Concrete.

E. ACI 308 - Standard Practice for Curing Concrete.

F. ACI 309R - Guide for Consolidation of Concrete.

G. ACI 311 - Batch Plant Inspection and Field Testing of Ready Mixed Concrete.

H. ACI 315 - Manual of Standard Practice for Detailing Reinforced Concrete Structures.

I. ACI 318 - Building Code Requirements for Reinforced Concrete.

J. ACI 544 - Guide for Specifying, Mixing, Placing, and Finishing Steel Fiber Reinforced Concrete.

K. ASTM A 82 - Standard Specification for Steel Wire, Plain, for Concrete Reinforcement.

L. ASTM A 185 - Standard Specification for Steel Welded Wire Fabric, Plain, for Concrete Reinforcement.

M. ASTM A 615 - Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.

N. ASTM A 767 - Standard Specifications for Zinc-coated (Galvanized) Bars for Concrete Reinforcement.

O. ASTM A 775 - Standard Specification for Epoxy-Coated Reinforcing Steel Bars.

P. ASTM A 820 - Steel Fibers for Fiber Reinforced Concrete.

Q. ASTM A 884 - Specification for Epoxy-coated Steel Wire and Welded Wire Fabric for Reinforcement.

R. ASTM C 31 - Standard Practice for Making and Curing Concrete Test Specimens in the Field.

S. ASTM C 33 - Standard Specification for Concrete Aggregates.

T. ASTM C 39 - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.

U. ASTM C 42 - Standard Method of Obtaining and Testing Drilled Cores and Sawed Beams of Concrete.

V. ASTM C 94 - Standard Specification for Ready-Mixed Concrete.

W. ASTM C 138 - Standard Test Method for Unit Weight Yield and Air Content (Gravimetric) of Concrete.

X. ASTM C 143 - Standard Test Method for Slump of Hydraulic Cement Concrete.

Y. ASTM C 150 - Standard Specification for Portland Cement.

Z. ASTM C 172 - Standard Practice for Sampling Freshly Mixed Concrete.

AA. ASTM C 173 - Standard Test Method for Air Content of Freshly Mixed Concrete by Volumetric Method.

AB. ASTM C 231 - Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method.

AC. ASTM C 260 - Standard Specification for Air-Entraining Admixtures for Concrete.

AD. ASTM C 309 - Standard Specifications for Liquid Membrane-Forming Compounds for Curing Concrete.

AE. ASTM C 494 - Standard Specification for Chemical Admixtures for Concrete.

AF. ASTM C 595 - Standard Specification for Blended Hydraulic Cements.

AG. ASTM C 685 - Standard Specification for Concrete Made by Volumetric Batching and Continuous Mixing.

AH. ASTM C 1017 - Chemical Admixtures for Use in Producing Flowing Concrete.

AI. ASTM C 1064 - Standard Test Method for Temperature of Freshly Mixed Portland Cement Concrete.

AJ. ASTM C 1077 - Standard Practice for Laboratory Testing of Concrete and Concrete Aggregate for Use in Construction and Criteria for Laboratory Evaluation.

AK. ASTM D 638 - Test Method for Tensile Properties of Plastics.

AL. ASTM D 746 - Test Method for Brittleness Temperature of Plastics and Elastomers by Impact.

AM. ASTM D 747 - Test Method for Apparent Bending Modulus of Plastics by Means of a Cantilever Beam.

AN. CRSI MSP-1 - Manual of Standard Practice.

AO. CRSI - Placing Reinforcing Bars.

AP. Federal Specification SS-S-210A - Sealing Compound, Preformed Plastic, for Expansion Joints and Pipe Joints

AQ. NRMCA - Concrete Plant Standards.

1.04 SUBMITTALS

A. Conform to Section 01 33 00 - Submittal Procedures.

B. Submit proposed mix design and test data for each type and strength of concrete in the Work.

C. Submit laboratory reports prepared by an independent testing laboratory stating that materials used comply with requirements of this Section.

D. Submit manufacturer's mill certificates for reinforcing steel. Provide specimens for testing when required by the Engineer.

E. Submit certification from concrete supplier that materials and equipment used to produce and deliver concrete comply with this Specification.

F. When required on Drawings, submit shop drawings showing reinforcement type, quantity, size, length, location, spacing, bending, splicing, support, fabrication details, and other pertinent information.

G. For waterstops, submit product information sufficient to indicate compliance with this Section, including manufacturer's descriptive literature and specifications.

1.06 HANDLING AND STORAGE

A. Cement: Store cement off of the ground in a well-ventilated, weatherproof building.

B. Aggregate: Prevent mixture of foreign materials with aggregate and preserve gradation of aggregate.

C. Reinforcing Steel: Store reinforcing steel to protect it from mechanical injury and formation of rust. Protect epoxy-coated steel from damage to the coating.

PART 2 PRODUCTS

2.01 CONCRETE MATERIALS

A. Cementitious Material:

1. Portland Cement: ASTM C 150, Type II, unless the use of Type III is authorized by the Engineer; or ASTM C 595, Type IP. For concrete in contact with sewage use Type II cement.

2. When aggregates are potentially reactive with alkalis in cement, use cement not exceeding 0.6 percent alkali content in the form of $Na_2O + 0.658K_20$.

B. Water: Clean, free from harmful amounts of oils, acids, alkalis, or other deleterious substances, and meeting requirements of ASTM C 94.

C. Aggregate:

1. Coarse Aggregate: ASTM C 33. Unless otherwise indicated, use the following ASTM standard sizes: No. 357 or No. 467; No. 57 or No. 67, No. 7. Maximum size: Not larger than 1/5 of the narrowest dimension between sides of forms, nor larger than 3/4 of minimum clear spacing between reinforcing bars.

2. Fine Aggregate: ASTM C 33.

3. Determine the potential reactivity of fine and coarse aggregate in accordance with the Appendix to ASTM C 33.

D. Air Entraining Admixtures: ASTM C 260.

E. Chemical Admixtures:

1. Water Reducers: ASTM C 494, Type A.

2. Water Reducing Retarders: ASTM 494, Type D.

3. High Range Water Reducers (Superplasticizers): ASTM C 494, Types F and G.

F. Prohibited Admixtures: Admixtures containing calcium chloride, thiocyanate, or materials that contribute free chloride ions in excess of 0.1 percent by weight of cement.

G. Reinforcing Steel:

1. Use new billet steel bars conforming to ASTM A 615, ASTM A 767, or ASTM A 775, grade 40 or grade 60, as shown on Drawings. Use deformed bars except where smooth bars are specified. When placed in work, keep steel free of dirt, scale, loose or flaky rust, paint, oil or other harmful materials.

2. Where shown, use welded wire fabric with wire conforming to ASTM A 185 or ASTM A 884. Supply the gauge and spacing shown, with longitudinal and transverse wires electrically welded together at points of intersection with welds strong enough not to be broken during handling or placing.

3. Wire: ASTM A 82. Use 16-1/2 gauge minimum for tie wire, unless otherwise indicated.

H. Fiber:

1. Fibrillated Polypropylene Fiber:

a. Addition Rate: 1.5 pounds of fiber per cubic yard of concrete.

b. Physical Properties:
   1) Material: Polypropylene.
   2) Length: 1/2 inch or graded
   3) Specific Gravity: 0.9l.

c. Acceptable Manufacturer: W. R. Grace Company, Fibermesh, or approved equal.

2. Steel Fiber: Comply with applicable provisions of ACI 544 and ASTM A 820.

a. Ratio: 50 to 200 pounds of fiber per cubic yard of concrete.

b. Physical Properties
   1) Material: Steel.
   2) Aspect Ratio (for fiber lengths of 0.5 to 2.5 inch, length divided by diameter or equivalent diameter): 30:1 to 100:1.
   3) Specific Gravity: 7.8.
   4) Tensile Strength: 40-400 ksi.
   5) Young's Modulus: 29,000 ksi.
   6) Minimum Average Tensile Strength: 50,000 psi.
   7) Bending Requirements: Withstand bending around 0.125-inch diameter mandrel to an angle of 90 degrees, at temperatures not less than 60 degrees F, without breaking.

I. Curing Compounds: Type 2 white-pigmented liquid membrane-forming compounds conforming to ASTM C 309.

2.02 FORMWORK MATERIALS

A. Lumber and Plywood: Seasoned and of good quality, free from loose or unsound knots, knot holes, twists, shakes, decay and other imperfections which would affect strength or impair the finished surface of concrete. Use S4S lumber for facing or sheathing. Forms for bottoms of caps: At least 2-inch (nominal) lumber, or 3/4-inch form plywood backed adequately to prevent misalignment. For general use, provide lumber of 1-inch nominal thickness or form plywood of approved thickness.

B. Formwork for Exposed Concrete Indicated to Receive Rubbed Finish: Form or form-lining surfaces free of irregularities; plywood of 1/4-inch minimum thickness, preferably oiled at the mill.

C. Chamfer Strips and Similar Moldings: Redwood, cypress, or pine that will not split when nailed and which can be maintained to true line. Use mill-cut molding dressed on all faces.

D. Form Ties: Metal or fiberglass of approved type with tie holes not larger than 7/8 inch in diameter. Do not use wire ties or snap ties.

E. Metal Forms: Clean and in good condition, free from dents and rust, grease, or other foreign materials that tend to disfigure or discolor concrete in a gauge and condition capable of supporting concrete and construction loads without significant distortion. Countersink bolt and rivet heads on facing sides. Use only metal forms which present a smooth surface and which line up properly.

2.03 PRODUCTION METHODS

A. Use either ready-mixed concrete conforming to requirements of ASTM C 94, or concrete produced by volumetric batching and continuous mixing in accordance with ASTM C 685.

2.04 MEASUREMENT OF MATERIALS

A. Measure dry materials by weight, except volumetric proportioning may be used when concrete is batched and mixed in accordance with ASTM C 685.

B. Measure water and liquid admixtures by volume.

2.05 DESIGN MIX

A. Use design mixes prepared by a certified testing laboratory in accordance with ASTM C 1077 and conforming to requirements of this section.

B. Proportion concrete materials based on ACI 211.1 to comply with durability and strength requirements of ACI 318, Chapters 4 and 5, and this specification. Prepare mix design of Class A concrete so minimum cementitious content is 564 pounds per cubic yard. Submit concrete mix designs to the Engineer for review.

C. Proportioning on the basis of field experience or trial mixtures in accordance with requirements at Section 5.3 of ACI 318 may be used, if approved by the Engineer.

D. Classification:

CLASS	TYPE	MINIMUM COMPRESSIVE STRENGTH (LBS/SQ. IN.)		MAXIMUM W/C RATIO	AIR CONTENT (PERCENT)	CONSISTENCY RANGE IN SLUMP (INCHES)
		7-DAY	28-DAY			
A	Structural	3200	4000	0.45	4± 1	2 to 4*
B	Pipe Block Fill, Thrust Block	2400	3000	----	4± 1	5 to 7

*When ASTM C 494, Type F or Type G admixture is used to increase workability, this range may be 6 to 9.

E. Add steel or polypropylene fibers only when called for on the Drawings or in another section of these Specifications.

F. Determine air content in accordance with ASTM C 138, ASTM C 173 or ASTM C 231.

G. Use of Concrete Classes: Use classes of concrete as indicated on the Drawings and other Specifications. Use Class B for non-reinforced concrete used for plugging pipes, seal slabs, thrust blocks, trench dams, and concrete fill unless indicated otherwise. Use Class A for all other applications.

2.06 PVC WATERSTOPS

A. Extrude from virgin polyvinyl chloride elastomer. Use no reclaimed or scrap material. Submit waterstop manufacturer's current test reports and manufacturer's written certification that the material furnished meets or exceeds Corps of Engineers Specification CRD-C572 and other specified requirements.

B. Flat Strip and Center-Bulb Waterstops:

1. Thickness: not less than 3/8 inch

2. Acceptable Manufacturers:

a. Kirkhill Rubber Co., Brea, California
b. Water Seals, Inc., Chicago, Illinois
c. Progress Unlimited, Inc., New York, New York
d. Greenstreak Plastic Products Co., St. Louis, Missouri
e. Approved equal.

2.07 RESILIENT WATERSTOP

A. Resilient Waterstop: Where shown on the Drawings; either a bentonite- or adhesive-type material.

B. Bentonite Waterstop:

1. Material: 75 percent bentonite, mixed with butyl rubber-hydrocarbon containing less than 1.0 percent volatile matter, and free of asbestos fibers or asphaltics.

2. Manufacturer's rated temperature ranges: For application, 5 to 125 degrees F; in service, -40 to 212 degrees F.

3. Cross-sectional dimensions, unexpanded waterstop: 1 inch by 3/4 inch.

4. Provide with adhesive backing capable of producing excellent adhesion to concrete surfaces.

C. Adhesive Waterstop:

1. Preformed plastic adhesive waterstop at least 2 inches in diameter.

2. Meets or exceeds requirements of Federal Specification SS-S-210A.

3. Supplied wrapped completely by a 2-part protective paper.

4. Submit independent laboratory tests verifying that the material seals joints in concrete against leakage when subjected to a minimum of 30 psi water pressure for at least 72 hours.

5. Provide primer, to be used on hardened concrete surfaces, from the same manufacturer who supplies the waterstop material.

6. Acceptable Manufacturer: Synko-Flex Preformed Plastic Adhesive Waterstop, Synko-Flex Products, Inc.; or approved equal.

PART 3 EXECUTION

3.01 FORMS AND SHORING

A. Provide mortar-tight forms sufficient in strength to prevent bulging between supports. Set and maintain forms to lines designated such that finished dimensions of structures are within the tolerances specified in ACI 117. Construct forms to permit removal without damage to concrete. Forms may be given slight draft to permit ease of removal. Provide adequate cleanout openings. Before placing concrete, remove extraneous matter from within forms.

B. Install rigid shoring having no excessive settlement or deformation. Use sound timber in shoring centering. Shim to adjust and tighten shoring with hardwood timber wedges.

C. Design Loads for Horizontal Surfaces of Forms and Shoring: Minimum fluid pressure, 175 pounds per cubic foot; live load, 50 pounds per square foot. Maximum unit stresses: 125 percent of allowable stresses used for form materials and for design of support structures.

D. Back formwork with a sufficient number of studs and wales to prevent deflection.

E. Re-oil or lacquer the liner on the job before using. Facing may be constructed of 3/4-inch plywood made with waterproof adhesive backed by adequate studs and wales. In such cases, form lining will not be required.

F. Unless otherwise indicated, form outside corners and edges with triangular 3/4-inch chamfer strips (measured on sides).

G. Remove metal form ties to depth of at least 3/4 inch from surface of concrete. Do not burn off ties. Do not use pipe spreaders. Remove spreaders which are separate from forms as concrete is being placed.

H. Treat facing of forms with approved form coating before concrete is placed. When directed by Engineer, treat both sides of face forms with coating. Apply coating before reinforcement is placed. Immediately before the concrete is placed, wet surface of forms which will come in contact with concrete.

3.02 PLACING REINFORCEMENT

A. Place reinforcing steel accurately in accordance with approved Drawings. Secure steel adequately in position in forms to prevent misalignment. Maintain reinforcing steel in place using approved concrete and hot-dip galvanized metal chairs and spacers. Place reinforcing steel in accordance with CRSI Publication "Placing Reinforcing Bars." Request inspection of reinforcing steel by the inspector and obtain acceptance before concrete is placed.

B. Minimum spacing center-to-center of parallel bars: 2-1/2 times nominal bar diameter. Minimum cover measured from surface of concrete to face of reinforcing bar unless shown otherwise on the Drawings: 3 inches for surfaces cast against soil or subgrade, 2 inches for other surfaces.

C. Detail bars in accordance with ACI 315. Fabricate reinforcing steel in accordance with CRSI Publication MSP-1, "Manual of Standard Practice." Bend reinforcing steel to required shape while steel is cold. Excessive irregularities in bending will be cause for rejection.

D. Do not splice bars without written approval of the Engineer. Approved bar bending schedules or placing drawings constitute written approval. Splice and development length of bars shall conform to ACI 318, Chapters 7 and 12, and as shown on Drawings. Stagger splices or locate at points of low tensile stress.

3.03 EMBEDDED ITEMS

A. Install conduit and piping as shown on Drawings. Accurately locate and securely fasten conduit, piping, and other embedded items in forms.

B. Install waterstops as specified in other sections and according to manufacturer's instructions. Securely position waterstops at joints as indicated on Drawings. Protect waterstops from damage or displacement during concrete placing operations.

3.04 BATCHING, MIXING AND DELIVERY OF CONCRETE

A. Measure, batch, mix, and deliver ready-mixed concrete in accordance with ASTM C 94, Sections 8 through 11. Produce ready-mixed concrete using an automatic batching system as described in NRMCA Concrete Plant Standards, Part 2 - Plant Control Systems.

B. Measure, mix and deliver concrete produced by volumetric batching and continuous mixing in accordance with ASTM C 685, Sections 6 though 8.

C. Maintain concrete workability without segregation of material and excessive bleeding. Obtain approval of the Engineer before adjustment and change of mix proportions.

D. Ready-mixed concrete delivered to the site shall be accompanied by batch tickets providing the information required by ASTM C 94, Section 16. Concrete produced by continuous

mixing shall be accompanied by batch tickets providing the information required by ASTM C 685, Section 14.

E. When adverse weather conditions affect quality of concrete, postpone concrete placement. Do not mix concrete when air temperature is at or below 40 degrees F and falling. Concrete may be mixed when temperature is 35 degrees F and rising. Take temperature readings in the shade, away from artificial heat. Protect concrete from temperatures below 32 degrees F until the concrete has cured for a minimum of 3 days at 70 degrees F or 5 days at 50 degrees F.

F. Clean, maintain and operate equipment so that it thoroughly mixes material as required.

G. Hand-mix only when approved by the Engineer.

3.05 PLACING CONCRETE

A. Give sufficient advance notice to the Engineer (at least 24 hours prior to commencement of operations) to permit inspection of forms, reinforcing steel, embedded items and other preparations for placing concrete. Place no concrete prior to the Engineer's approval.

B. Schedule concrete placing to permit completion of finishing operations in daylight hours. However, if necessary to continue after daylight hours, light the site as required. If rainfall occurs after placing operations are started, provide covering to protect the work.

C. Use troughs, pipes and chutes lined with approved metal or synthetic material in placing concrete so that concrete ingredients are not separated. Keep chutes, troughs and pipes clean and free from coatings of hardened concrete. Allow no aluminum material to be in contact with concrete.

D. Limit free fall of concrete to 4 feet. Do not deposit large quantities of concrete at one location so that running or working concrete along forms is required. Do not jar forms after concrete has taken an initial set; do not place any strain on projecting reinforcement or anchor bolts.

E. Use tremies for placing concrete in walls and similar narrow or restricted locations. Use tremies made in sections, or provide in several lengths, so that outlet may be adjusted to proper height during placing operations.

F. Place concrete in continuous horizontal layers approximately 12 inches thick. Place each layer while layer below is still plastic.

G. Compact each layer of concrete with concrete spading implements and mechanical vibrators of approved type and adequate number for the size of placement. When immersion vibrators cannot be used, use form vibrators. Apply vibrators to concrete immediately after depositing. Move the vibrator vertically through the layer of concrete just placed and several inches into plastic layer below. Do not penetrate or disturb layers previously placed which have partially set. Do not use vibrators to aid lateral flow concrete. Closely supervise consolidation to ensure uniform insertion and duration of immersion.

H. Handling and Placing Concrete: Conform to ACI 302.1R, ACI 304R and ACI 309R.

3.06 WATERSTOPS

A. Embed waterstops in concrete across joints as shown. Waterstops shall be continuous for the extent of the joint; make splices necessary to provide such continuity in accordance with manufacturer's instructions. Support and protect waterstops during construction operations; repair or replace waterstops damaged during construction.

B. Install waterstops in concrete on one side of joints, leaving other side exposed until the next pour. When a waterstop will remain exposed for 2 days or more, shade and protect the exposed waterstop from direct rays of the sun during the entire exposure and until the exposed portion of the waterstop is embedded in concrete.

C. Splicing PVC Waterstops:

1. Splice waterstops by heat-sealing adjacent waterstop sections in accordance with the manufacturer's printed instructions.

2. Butt end-to-end joints of two identical waterstop sections may be made in the forms during placement of waterstop material.

3. Prior to placement in formwork, prefabricate waterstop joints involving more than two ends to be joined together, an angle cut, an alignment change, or the joining of two dissimilar waterstop sections, allowing not less than 24-inch long strips of waterstop material beyond the joint. Upon inspection and approval by the Engineer, install prefabricated waterstop joint assemblies in formwork, and butt-weld ends of the 24-inch strips to the straight-run portions of waterstop in the forms.

D. Setting PVC Waterstops:

1. Correctly position waterstops during installation. Support and anchor waterstops during progress of the work to ensure proper embedment in concrete and to prevent folding over of the waterstop by concrete placement. Locate symmetrical halves of waterstops equally between concrete pours at joints, with center axis coincident with joint openings. Thoroughly work concrete in joint vicinity for maximum density and imperviousness.

2. Where a waterstop in a vertical wall joint does not connect with any other waterstop, and is not intended to be connected to a waterstop in a future concrete placement, terminate the waterstop 6 inches below the top of the wall.

E. Replacement of Defective Field Joints: Replace waterstop field joints showing evidence of misalignment, offset, porosity, cracks, bubbles, inadequate bond or other defects with products and joints complying to the Specifications.

F. Resilient Waterstop:

1. Install resilient waterstop in accordance with manufacturer's instructions and recommendations.

2. When requested by the Engineer, provide technical assistance by manufacturer's representative in the field at no additional cost to the Owner.

3. Use resilient waterstop only where complete confinement by concrete is provided; do not use in expansion or contraction joints.

4. Where resilient waterstop is used in combination with PVC waterstop, lap resilient waterstop over PVC waterstop a minimum of 6 inches and place in contact with the PVC waterstop. Where crossing PVC at right angles, melt PVC ribs to form a smooth joining surface.

5. At the free top of walls without connecting slabs, stop the resilient waterstop and grooves (where used) 6 inches from the top in vertical wall joints.

6. Bentonite Waterstop:

   a. Locate bentonite waterstop as near as possible to the center of the joint and extend continuous around the entire joint. Minimum distance from edge of waterstop to face of member: 5 inches.

   b. Where thickness of concrete member to be placed on bentonite waterstop is less than 12 inches, place waterstop in grooves at least 3/4 inch deep and 1-1/4 inches wide formed or ground into concrete. Minimum distance from edge of waterstop placed in groove to face of member: 2.5 inches.

   c. Do not place bentonite waterstop when waterstop material temperature is below 40 degrees F. Waterstop material may be warmed so that it remains above 40 degrees F during placement but means used to warm it shall in no way harm the material or its properties. Do not install waterstop where air temperature falls outside manufacturer's recommended range.

   d. Place bentonite waterstop only on smooth and uniform surfaces; grind concrete smooth if necessary to produce satisfactory substrate, or bond waterstop to irregular surfaces using an epoxy grout which completely fills voids and irregularities beneath the waterstop material. Prior to installation, wire brush the concrete surface to remove laitance and other substances that may interfere with bonding of epoxy.

e. In addition to the adhesive backing provided with the waterstop, secure bentonite waterstop in place with concrete nails and washers at 12-inch maximum spacing.

7. Adhesive Waterstop:

a. With a wire brush thoroughly clean the concrete surface on which the waterstop is to be placed and then coat with primer.

b. If the surface is too rough to allow the waterstop to form a complete contact, grind to form an adequately smooth surface.

c. Install the waterstop with the top protective paper left in place. Overlap joints between strips a minimum of 1 inch and cover back over with protective paper.

d. Do not remove protective paper until just before final formwork completion. Concrete shall be placed immediately. The time that the waterstop material is uncovered prior to concrete placement shall be minimized and shall not exceed 24 hours.

3.07 CONSTRUCTION JOINTS

A. Definitions:

1. Construction joint: Contact surface between plastic (fresh) concrete and concrete that has attained initial set.

2. Monolithic: Manner of concrete placement to reduce or eliminate construction joints; joints other than those indicated on Drawings will not be permitted without written approval of Engineer. Where so approved, make additional construction joints with details equivalent to those indicated for joints in similar locations.

3. Preparation for Construction Joints: Roughen surface of concrete previously placed, leaving some aggregate particles exposed. Remove laitance and loose materials by sandblasting or high-pressure water blasting. Keep surface wet for several hours prior to placing of plastic concrete.

3.08 CURING

A. Comply with ACI 308. Cure by preventing loss of moisture, rapid temperature change and mechanical injury for a period of 7 curing days when Type II or IP cement has been used and for 3 curing days when Type III cement has been used. Start curing as soon as free water has disappeared from the concrete surface after placing and finishing. A curing day is any calendar day in which the temperature is above 50 degrees F for at least 19 hours. Colder days may be counted if air temperature adjacent to concrete is maintained above 50 degrees F. In continued cold weather, when artificial heat is not provided, removal of forms and shoring

may be permitted at the end of calendar days equal to twice the required number of curing days. However, leave soffit forms and shores in place until concrete has reached the specified 28-day strength, unless directed otherwise by the Engineer.

B. Cure formed surfaces not requiring rubbed-finished surface by leaving forms in place for the full curing period. Keep wood forms wet during the curing period. Add water as needed for other types of forms. Or, at Contractor's option, forms may be removed after 2 days and curing compound applied.

C. Rubbed Finish:

1. At formed surfaces requiring rubbed finish, remove forms as soon as practicable without damaging the surface.

2. After rubbed-finish operations are complete, continue curing formed surfaces by using either approved curing/sealing compounds or moist cotton mats until normal curing period is complete.

D. Unformed Surfaces: Cure by membrane curing compound method.

1. After concrete has received a final finish and surplus water sheen has disappeared, immediately seal surface with a uniform coating of approved curing compound, applied at the rate of coverage recommended by manufacturer or as directed by the Engineer. Do not apply less than 1 gallon per 180 square feet of area. Provide satisfactory means to properly control and check rate of application of the compound.

2. Thoroughly agitate the compound during use and apply by means of approved mechanical power pressure sprayers equipped with atomizing nozzles. For application on small miscellaneous items, hand-powered spray equipment may be used. Prevent loss of compound between nozzle and concrete surface during spraying operations.

3. Do not apply compound to a dry surface. If concrete surface has become dry, thoroughly moisten surface immediately prior to application. At locations where coating shows discontinuities, pinholes or other defects, or if rain falls on a newly coated surface before film has dried sufficiently to resist damage, apply an additional coat of compound at the specified rate of coverage.

3.09 REMOVAL OF FORMS AND SHORING

A. Remove forms from surfaces requiring rubbing only as rapidly as rubbing operation progresses. Remove forms from vertical surfaces not requiring rubbed-finish when concrete has aged for the required number of curing days. When curing compound is used, do not remove forms before 2 days after concrete placement.

B. Leave soffit forms and shores in place until concrete has reached the specified 28-day strength, unless directed otherwise by the Engineer.

3.10 DEFECTIVE WORK

A. Immediately repair any defective work discovered after forms have been removed. If concrete surface is bulged, uneven, or shows excess honeycombing or form marks which cannot be repaired satisfactorily through patching, remove and replace the entire section.

3.11 FINISHING

A. Patch honeycomb, minor defects and form tie holes in concrete surfaces with cement mortar mixed one part cement to two parts fine aggregate. Repair defects by cutting out unsatisfactory material and replacing with new concrete, securely keyed and bonded to existing concrete. Finish to make junctures between patches and existing concrete as inconspicuous as possible. Use a stiff mixture and thoroughly tamp into place. After each patch has stiffened sufficiently to allow for greatest portion of shrinkage, strike off mortar flush with the surface.

B. Apply a rubbed finish to exposed surfaces of formed concrete structures as noted on Drawings. After pointing has set sufficiently, wet the surface with a brush and perform first surface rubbing with No. 16 carborundum stone, or approved equal. Rub sufficiently to bring surface to paste, to remove form marks and projections, and to produce a smooth, dense surface. Add cement to form surface paste as necessary. Spread or brush material, which has been ground to paste, uniformly over surface and allow to reset. In preparation for final acceptance, clean surfaces and perform final finish rubbing with No. 30 carborundum stone or approved equal. After rubbing, allow paste on the surface to reset; then wash surface with clean water. Leave structure with a clean, neat and uniform-appearing finish.

C. Apply a wood float finish to concrete slabs.

3.12 FIELD QUALITY CONTROL

A. Testing shall be performed under provisions of Section 01 45 29 - Testing Laboratory Services.

B. Unless otherwise directed by Engineer, the following minimum testing of concrete is required. Testing shall be performed by qualified individuals employed by an approved independent testing agency, and conform to the requirements of ASTM C 1077.

1. Take concrete samples in accordance with ASTM C 172.

2. Make one set of four compression test specimens for each mix design at least once per day and for each 150 cubic yards or fraction thereof. Make, cure and test the specimens in accordance with ASTM C 31 and ASTM C 39.

3. When taking compression test specimens, test each sample for slump according to ASTM C 143, for temperature according to ASTM C 1064, for air content according to ASTM C 231, and for unit weight according to ASTM C 138.

4. Inspect, sample and test concrete in accordance with ASTM C 94, Section 13, 14, and 15, and ACI 311-5R.

C. Test Cores: Conform to ASTM C 42.

D. Testing High Early Strength Concrete: When Type III cement is used in concrete, the specified 7-day and 28-day compressive strengths shall be applicable at 3 and 7 days, respectively.

E. If 7-day or 3-day test strengths (as applicable for type of cement being used) fail to meet established strength requirements, extended curing or resumed curing on those portions of structure represented by test specimens may be required. If additional curing fails to produce the required strength, strengthening or replacement of portions of structure which fail to develop required strength may be required by the Engineer, at no additional cost to the Owner.

3.13 PROTECTION

A. Protect concrete against damage until final acceptance by the Owner.

B. Protect fresh concrete from damage due to rain, hail, sleet, or snow. Provide such protection while the concrete is still plastic, and whenever such precipitation is imminent or occurring.

C. Do not backfill around concrete structures or subject them to design loadings until components of the structure needed to resist the loading are complete and have reached the specified 28-day compressive strength, except as authorized otherwise by the Engineer.

END OF SECTION

Section 31 06 20.16

BACKFILL MATERIAL SCHEDULE
UTILITY BACKFILL MATERIALS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Material Classifications.

B. Utility Backfill Materials:
- Concrete sand
- Gem sand
- Pea gravel
- Crushed stone
- Crushed concrete
- Bank run sand
- Select backfill
- Random backfill

C. Material Handling and Quality Control Requirements.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. No payment will be made for backfill material under this Section. Include payment in unit price for applicable utility installation.

2. Payment for backfill material, when included as a separate pay item, is on a cubic yard basis for material placed and compacted within theoretical trench width limits and thickness of material according to Drawings.

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 DEFINITIONS

A. Unsuitable Material: Unsuitable soil materials are the following:

1. Materials that are classified as ML, CL-ML, MH, PT, OH, and OL according to ASTM D 2487.

2. Materials that cannot be compacted to the required density because of either gradation, plasticity, or moisture content.

3. Materials that contain large clods, aggregate, and stones greater than 4 inches in any dimension; debris, vegetation, and waste; or any other deleterious materials.

4. Materials that are contaminated with hydrocarbons or other chemical contaminants.

B. Suitable Material: Suitable soil materials are the following:

1. Those meeting specification requirements.

2. Unsuitable soils meeting specification requirements for suitable soils after treatment with lime or cement.

C. Foundation Backfill Materials: Natural soil or manufactured aggregate meeting Class I requirements and geotextile filter fabrics as required, to control drainage and material separation. Foundation backfill material is placed and compacted as backfill where needed to provide stable support for the structure foundation base. Foundation backfill materials may include concrete fill and seal slabs.

D. Foundation Base: Crushed stone aggregate with filter fabric as required, cement stabilized sand, or concrete seal slab. The foundation base provides a smooth, level working surface for the construction of the concrete foundation.

E. Backfill Material: Classified soil material meeting specified quality requirements for the designated application as embedment or trench zone backfill.

F. Embedment Material: Soil material placed under controlled conditions within the embedment zone extending vertically upward from top of foundation to an elevation 12 inches above top of pipe, and including pipe bedding, haunching, and initial backfill.

G. Trench Zone Backfill: Classified soil material meeting specified quality requirements and placed under controlled conditions in the trench zone from top of embedment zone to base course in paved areas or to the surface grading material in unpaved areas.

H. Foundation: Either suitable soil of the trench bottom, or material placed as backfill of over-excavation for removal and replacement of unsuitable or otherwise unstable soils.

I. Source: A source selected by the Contractor for supply of embedment or trench zone backfill material. A selected source may be the project excavation, off-site borrow pits, commercial borrow pits, or sand and aggregate production or manufacturing plants.

J. Refer to Section 31 23 33 - Excavation and Backfill for Utilities for other definitions regarding utility installation by trench construction.

1.04 REFERENCES

A. ASTM C 33 - Specification for Concrete Aggregate.

B. ASTM C 40 - Test Method for Organic Impurities in Fine Aggregates for Concrete.

C. ASTM C 123 - Test Method for Lightweight Pieces in Aggregate.

D. ASTM C 131 - Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine.

E. ASTM C 136 - Test Method for Sieve Analysis of Fine and Coarse Aggregates.

F. ASTM C 142 - Test Method for Clay Lumps and Friable Particles in Aggregates.

G. ASTM D 1140 - Test Method for Amount of Materials in Soils Finer Than No. 200 Sieve.

H. ASTM D 2487 - Classification of Soils for Engineering Purposes (Unified Soil Classification System).

I. ASTM D 2488 - Standard Practice for Description and Identification of Soils (Visual-Manual Procedure).

J. ASTM D 4318 - Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.

K. ASTM D 4643 - Method for Determination of Water (Moisture) Content of Soil by the Microwave Oven Method.

L. TxDOT Tex-101-E - Preparation of Soil and Flexible Base Materials for Testing.

M. TxDOT Tex-104-E - Test Method for Determination of Liquid Limit of Soils (Part 1)

N. TxDOT Tex-106-E - Test Method - Methods of Calculating Plasticity Index of Soils.

O. TxDOT Tex-110-E - Determination of Particle Size Analysis of Soils.

1.05 SUBMITTALS

A. Conform to requirements of Section 01 33 00 - Submittal Procedures.

B. Submit a description of source, material classification and product description, production method, and application of backfill materials.

C. Submit test results for samples of off-site backfill materials to comply with Materials Testing.

D. Before stockpiling materials, submit a copy of temporary easement or approval from landowner for stockpiling backfill material on private property.

E. For each delivery of material, provide a delivery ticket which includes source location.

1.06 TESTS

A. Perform tests of sources for backfill material in accordance with Paragraph 2.03B.

B. Verification tests of backfill materials may be performed by the Owner in accordance with Section 01 45 29 - Testing Laboratory Services.

C. Random fill obtained from the project excavation as source is exempt from pre-qualification requirements by Contractor but must be inspected by the testing lab for unacceptable materials based on ASTM D 2488.

PART 2 P R O D U C T S

2.01 MATERIAL CLASSIFICATIONS

A. Materials for backfill shall be classified for the purpose of quality control in accordance with the Unified Soil Classification Symbols as defined in ASTM D 2487. Material use and application is defined in utility installation specifications and Drawings either by class, as described in Paragraph 2.01B, or by product descriptions, as given in Paragraph 2.02.

B. Class Designations Based on Laboratory Testing:

1. Class I: Well-graded gravels and sands, gravel-sand mixtures, crushed well-graded rock, little or no fines (GW, SW):

   a. Plasticity index: nonplastic.
   b. Gradation: D_{60}/D_{10} - greater than 4 percent; amount passing No. 200 sieve - less than or equal to 5 percent.

2. Class II: Poorly graded gravels and sands, silty gravels and sands, little to moderate fines:

   a. Plasticity index: nonplastic to 4.
   b. Gradations:
      1) Gradation (GP, SP): amount passing No. 200 sieve - less than 5 percent.
      2) Gradation (GM, SM): amount passing No. 200 sieve - between 12 percent and 50 percent.

3) Borderline gradations with dual classifications (e.g., SP-SM): amount passing No. 200 sieve - between 5 percent and 12 percent.

3. Class III: Clayey gravels and sands, poorly graded mixtures of gravel, sand, silt, and clay (GC, SC, and dual classifications, e.g., SP-SC):

a. Plasticity index: greater than 7.
b. Gradation: amount passing No. 200 sieve - between 12 percent and 50 percent.

4. Class IVA: Lean clays (CL).

a. Plasticity Indexes:
1) Plasticity index: greater than 7, and above A line.
2) Borderline plasticity with dual classifications (CL-ML): PI between 4 and 7.

b. Liquid limit: less than 50.
c. Gradation: amount passing No. 200 sieve - greater than 50 percent.
d. Inorganic.

5. Class IVB: Fat clays (CH)

a. Plasticity index: above A line.
b. Liquid limit: 50 or greater.
c. Gradation: amount passing No. 200 sieve - greater than 50 percent.
d. Inorganic.

6. Use soils with dual class designation according to ASTM D 2487, and which are not defined above, according to the more restrictive class.

2.02 PRODUCT DESCRIPTIONS

A. Soils classified as silt (ML), elastic silt (MH), organic clay and organic silt (OL, OH), and organic matter (PT) are not acceptable as backfill materials. These soils may be used for site grading and restoration in unimproved areas as approved by the Owner. Soils in Class IVB, fat clay (CH) may be used as backfill materials where allowed by the applicable backfill installation specification. Refer to Section 31 23 33 - Excavation and Backfill for Utilities.

B. Provide backfill material that is free of stones greater than 6 inches, free of roots, waste, debris, trash, organic material, unstable material, non-soil matter, hydrocarbon or other contamination, conforming to the following limits for deleterious materials:

1. Clay lumps: Less than 0.5 percent for Class I, and less than 2.0 percent for Class II, when tested in accordance with ASTM C 142.

2. Lightweight pieces: Less than 5 percent when tested in accordance with ASTM C 123.

3. Organic impurities: No color darker than standard color when tested in accordance with ASTM C 40.

C. Manufactured materials, such as crushed concrete, may be substituted for natural soil or rock products where indicated in the product specification, and approved by the Engineer, provided that the physical property criteria are determined to be satisfactory by testing.

D. Bank Run Sand: Durable bank run sand classified as SP, SW, or SM by the Unified Soil Classification System (ASTM D 2487) meeting the following requirements:

1. Less than 15 percent passing the number 200 sieve when tested in accordance with ASTM D 1140. The amount of clay lumps or balls not exceeding 2 percent.

2. Material passing the number 40 sieve shall meet the following requirements when tested in accordance with ASTM D 4318:

a. Liquid limit: not exceeding 25 percent.

b. Plasticity index: not exceeding 7.

E. Concrete Sand: Natural sand, manufactured sand, or a combination of natural and manufactured sand conforming to the requirements of ASTM C 33 and graded within the following limits when tested in accordance with ASTM C 136:

Sieve	Percent Passing
3/8"	100
No. 4	95 to 100
No. 8	80 to 100
No. 16	50 to 85
No. 30	25 to 60
No. 50	10 to 30
No. 100	2 to 10

F. Gem Sand: Sand conforming to the requirements of ASTM C 33 for course aggregates specified for number 8 size and graded within the following limits when tested in accordance with ASTM C 136:

Sieve	Percent Passing

3/8"	95 to 100
No. 4	60 to 80
No. 8	15 to 40

G. Pea Gravel: Durable particles composed of small, smooth, rounded stones or pebbles and graded within the following limits when tested in accordance with ASTM C 136:

Sieve	Percent Passing
1/2"	100
3/8"	85 to 100
No. 4	10 to 30
No. 8	0 to10
No. 16	0 to 5

H. Crushed Aggregates: Crushed aggregates consist of durable particles obtained from an approved source and meeting the following requirements:

1. Materials of one product delivered for the same construction activity from a single source.

2. Non-plastic fines.

3. Los Angeles abrasion test not exceeding 45 percent when tested in accordance with ASTM C 131.

4. Crushed aggregate shall have a minimum of 90 percent of the particles retained on the No. 4 sieve with 2 or more crushed faces as determined by Test Method Tex-460-A, Part I.

5. Crushed stone: Produced from oversize plant processed stone or gravel, sized by crushing to predominantly angular particles from a naturally occurring single source. Uncrushed gravel is not acceptable material for embedment where crushed stone is shown on the applicable utility embedment drawing details.

6. Crushed Concrete: Crushed concrete is an acceptable substitute for crushed stone as utility backfill. Gradation and quality control test requirements are the same as crushed stone. Provide crushed concrete produced from normal weight concrete of uniform quality; containing particles of aggregate and cement material, free from other substances

such as asphalt, reinforcing steel fragments, soil, waste gypsum (calcium sulfate), or debris.

7. Gradations, as determined in accordance with Tex-110-E.

Sieve	Percent Passing by Weight for Pipe Embedment by Ranges of Nominal Pipes Sizes		
	>15"	15" - 8"	<8"
1"	95 - 100	100	-
3/4"	60 - 90	90 - 100	100
1/2"	25 - 60	-	90 - 100
3/8"	-	20 - 55	40 - 70
No. 4	0 - 5	0 - 10	0 - 15
No. 8	-	0 - 5	0 - 5

I. Select Backfill: Class III clayey gravel or sand or Class IV lean clay with a plasticity index between 7 and 20 or clayey soils treated with lime in accordance with Section 31 32 13.19 – Lime Treatment for Subgrade, to meet plasticity criteria.

J. Random Backfill: Any suitable soil or mixture of soils within Classes I, II, III and IV; or fat clay (CH) where allowed by the applicable backfill installation specification. Refer to Section 31 23 16.16 - Excavation and Backfill for Structures and Section 31 23 33 - Excavation and Backfill for Utilities.

K. Cement Stabilized Sand: Conform to requirements of Section 31 32 13.16 - Cement Stabilized Sand.

L. Concrete Backfill: Conform to Class B concrete as specified in Section 33 05 16 - Concrete for Utility Construction.

2.03 MATERIAL TESTING

A. Ensure that material selected, produced and delivered to the project meets applicable specifications and is of sufficient uniform properties to allow practical construction and quality control.

B. Source or Supplier Qualification. Perform testing, or obtain representative tests by suppliers, for selection of material sources and products. Provide test results for a minimum of three

samples for each source and material type. Test samples of processed materials from current production representing material to be delivered. Tests shall verify that the materials meet specification requirements. Repeat qualification test procedures each time the source characteristic changes or there is a planned change in source location or supplier. Qualification tests shall include, as applicable:

1. Gradation. Complete sieve analyses shall be reported regardless of the specified control sieves. The range of sieves shall be from the largest particle through the No. 200 sieve.

2. Plasticity of material passing the No. 40 sieve.

3. Los Angeles abrasion test of material retained on the No. 4 sieve.

4. Clay lumps.

5. Lightweight pieces

6. Organic impurities

C. Production Testing. Provide reports to the Owner and the Engineer from an independent testing laboratory that backfill materials to be placed in the Work meet applicable specification requirements.

D. Assist the Owner and Testing Lab in obtaining material samples for verification testing at the source or at the production plant.

PART 3 EXECUTION

3.01 SOURCES

A. Use of material encountered in the trench excavations is acceptable, provided applicable specification requirements are satisfied. If excavation material is not acceptable, provide from other approved source.

B. Identify off-site sources for backfill materials at least 14 days ahead of intended use so that the Owner or Lab may obtain samples for verification testing.

C. Obtain approval for each material source by the Engineer before delivery is started. If sources previously approved do not produce uniform and satisfactory products, furnish materials from other approved sources. Materials may be subjected to inspection or additional verification testing after delivery. Materials which do not meet the specifications will be rejected. Do not use material which, after approval, has become unsuitable for use due to segregation, mixing with other materials, or by contamination. Once a material is approved by the Owner,

expense for sampling and testing required to change to a different material will be credited to the Owner through a change order.

D. Bank run sand, select backfill, and random backfill, if available in the project excavation, may be obtained by selective excavation and acceptance testing. Obtain additional quantities of these materials and other materials required to complete the work from off-site sources.

E. The Owner does not represent or guarantee that any soil found in the excavation work will be suitable and acceptable as backfill material.

3.02 MATERIAL HANDLING

A. When backfill material is obtained from either a commercial or non-commercial borrow pit, open the pit to expose the vertical faces of the various strata for identification and selection of approved material to be used. Excavate the selected material by vertical cuts extending through the exposed strata to achieve uniformity in the product.

B. Establish temporary stockpile locations for practical material handling and control, and verification testing by the Owner in advance of final placement. Obtain approval from landowner for storage of backfill material on adjacent private property.

C. When stockpiling backfill material near the project site, use appropriate covers to eliminate blowing of materials into adjacent areas and prevent runoff containing sediments from entering the drainage system.

D. Place stockpiles in layers to avoid segregation of processed materials. Load material by making successive vertical cuts through entire depth of stockpile.

3.03 FIELD QUALITY CONTROL

A. Quality Control

1. The Owner or Engineer may sample and test backfill at:

   a. Sources including borrow pits, production plants and Contractor's designated off-site stockpiles.
   b. On-site stockpiles.
   c. Materials placed in the Work.

2. The Owner or Engineer may resample material at any stage of work or location if changes in characteristics are apparent.

B. Production Verification Testing: The Owner's testing laboratory will provide verification testing on backfill materials, as directed by the Engineer. Samples may be taken at the source or at the production plant, as applicable.

END OF SECTION

Section 31 10 00

SITE CLEARING - PREPARATION OF SITE

PART 1 G E N E R A L

1.01 SECTION INCLUDES

This Item shall govern for the preparation of the site for construction operations by the removal and disposal of all obstructions, including obstructions not otherwise shown on the plans and specifications.

Such obstructions shall be considered to include remains of houses, foundations, floor slabs, concrete, brick, lumber, plaster, septic tank drain fields, basements, abandoned utility pipes or conduits, equipment, fences, retaining walls, outhouses and shacks.

This Item shall also include the removal of trees and shrubs and other landscape features not designated for preservation, stumps, brush, roots, vegetation, logs, curb and gutter, driveways, paved parking areas, miscellaneous stone, sidewalks, drainage structures, manholes, inlets, abandoned railroad tracks, scrap iron and debris, whether above or below ground except live utility facilities.

1.02 MEASUREMENT AND PAYMENT

A. As prescribed elsewhere in the Contract Documents.

PART 2 E X E C U T I O N

2.01 PREPARATION

A. All areas, as shown on the plans, shall be cleared of all structures and obstructions as defined above. Those trees, shrubs and other landscape features specifically designated by the Engineer for preservation shall be carefully protected from abuse, marring, or damage during construction operations. Continual parking and/or servicing of equipment under the branches of trees marked for preservation will not be permitted. When trees and shrubs are designated for preservation and require pruning, they shall be trimmed as directed by the Engineer and all exposed cuts over 2 inches in diameter shall be treated with a material approved by the Engineer.

B. Culverts, storm sewers, manholes and inlets shall be removed in proper sequence for maintenance of traffic and drainage.

C. Underground obstructions, except those items designated for preservation, shall be removed to the following depths:

(a) In areas to receive embankment: 2 feet below natural ground, except when permitted by the plans, trees and stumps may be cut off as close to natural ground as practicable on areas which are to be covered by at least three feet of embankment.

(b) In areas to be excavated: 2 feet below the lower elevation of the excavation.

(c) All other areas: 1 foot below natural ground.

2.02 DISPOSAL

A Unless otherwise instructed by Owner or Engineer, all brush from existing trees and vegetation cleared on project site shall be collected and neatly stored on-site, in an area designated by Owner (for mulching and reuse).

B. Contractor shall remove all debris, rock, trash and other material deemed objectionable by Owner or Engineer. Disposal shall be off-site shall be at contractor's sole expanse.

C. Unless otherwise shown herein, all materials and debris removed shall become the property of the Contractor and shall be removed from the project site in a manner satisfactory to Owner and Engineer.

D. No timber shall be cut or defaced outside of the areas identified for clearing and demolition.

2.03 BACKFILL

A. Holes remaining after removal of all obstructions, objectionable material, trees, stumps, etc., shall be backfilled with approved material, compacted and restored to approximately its original contours by blading, bulldozing, or by other methods, as approved by the Engineer. In areas to be immediately excavated, the backfilling of holes may not be required when approved by the Engineer.

B. Before backfilling, the remaining ends of all abandoned storm sewers, culverts, sanitary sewers, conduits, and water or gas pipes over 3 inches in diameter, shall be plugged with an adequate quantity of concrete to form a tight closure.

END OF SECTION

Section 31 23 00

EARTHWORK, EXCAVATION, FILL AND GRADING

PART 1 GENERAL

1.01 This section shall cover earthwork, including general clearing, removal, disposal or reutilization of all excavated earthen materials necessary and placement of imported fill material for performing the Work as shown on the drawings, including sheeting and bracing, drainage, and other Work incidental to the preparation of the site for subsequent construction Work.

1.02 Prior to commencing construction operations, the contractor shall make all the provisions necessary to assure the protection of all existing improvements, both public and private. Where identified, he shall protect trees, shrubs, planting and grass areas and shall make provisions for maintaining public travel in an acceptable manner.

1.03 PROTECTION OF EXISTING IMPROVEMENTS. Before any excavation is started, adequate protection shall be provided for all lawns, trees, shrubs, landscape work, fences, sidewalks, hydrants, utility poles, street, alley and driveway paving, curbs, storm sewers, ditches, headwalls, catch basins, surface inlets and all other improvements that are to remain in place. Such protection shall be provided as long as necessary to prevent damage from the CONTRACTOR's operations. Shrubs, bushes, small trees and flowers, which have to be removed to permit excavation for the waterline, shall be protected and replanted or replaced when the backfill is completed. The CONTRACTOR shall exercise every precaution to prevent damage to property within and outside easements.

1.04 Any damage to driveways, buildings, fences, retaining walls, culverts, drains, pavings, sidewalks, etc. which are removed or damaged during construction shall be repaired by contractor. Repair, restoration or replacements of any improvements damaged or removed shall be the obligation of the contractor at no additional cost to Owner.

1.05 Contractor will obtain all necessary permits in public and private rights-of-way from the City of Brownsville, or any other local regulatory authority, as required

1.06 Drainage: Contractor shall make provisions for temporarily handling runoff on site, flows in existing creeks, ditches, sewers, and trenches by employing pipes, flumes, or other approved methods at all times when his operations would, in any way, interfere with the natural functioning of said creeks, ditches, sewers and drains. The contractor shall at all times during construction provide and maintain sufficient equipment for the lawful disposal of all ponding water, or water which enters excavations, to render such area firm and dry through the construction phase.

1.07 It shall be the responsibility of the Bidder and/or Contractor to determine by a careful study of the plans and field conditions the quantities of excavation and imported fill required to bring the ground to the correct elevation.

PART 2 PRODUCTS

2.01 Excavated Material: Contractor will utilize all of the excess excavated soil material that is not deemed objectionable unless otherwise instructed. All material will be placed, spread, compacted to lines and grades shown on plans or as directed by Engineer

2.02 Imported Fill: Select Backfill is acceptable as follows - Class III clayey gravel or sand or Class IV lean clay with a plasticity index between 7 and 20. For pavement subgrade, select fill will serve as an equal to soil treated with lime in accordance with Section 31 32 13.19 – Lime Treatment for Subgrade, to meet plasticity criteria.

2.03 Imported Fill: Random Backfill is acceptable as follows - Any suitable soil or mixture of soils within Classes I, II, III and IV; or fat clay (CH) where allowed by the applicable fill or backfill installation specification. Refer to Section 31 23 16.16 - Excavation and Backfill for Structures and Section 31 23 33 - Excavation and Backfill for Utilities. If Random backfill is to be used for pavement subgrade, it shall be treated with lime in accordance with Section 31 32 13.19 – Lime Treatment for Subgrade, to meet plasticity criteria.

PART 3 E X E C U T I O N

2.01 DISPOSAL OF EXCAVATED MATERIAL

A. Contractor will utilize all of the excess excavated material, unless otherwise instructed. In such event, Contractor shall dispose of material off site at no cost to Owner. All material will be graded and compacted as shown on plans or as directed by Engineer.

2.02 DESCRIPTION

A. Work shall consist of the required excavation and placement of excavated materials, and the placement and compaction of imported fill material, within the limits of the site as shown on the plans. The proper utilization of all excavated and imported fill material and the construction shaping and finishing of all earth work on the entire length of pavement, and all other areas within the site will be done in conformity with the required lines, grades, and typical cross sections in accordance with specification requirements herein outlined.

2.03 CONSTRUCTION METHODS

A. All excavation and corresponding embankment construction shall be performed as specified herein and in the design plans, and the completed site shall conform to the established alignment, grades and cross sections.

B. When using either excavated material or imported soil material to perform fill or grading operations, each lift shall be mechanically compacted in 6" (six inch) layers to a minimum density of 90% Standard Proctor, for general areas. Engineer may select random areas for density testing to confirm minimum compaction. In areas of street construction (subgrade)

minimum density shall be 95%. For backfill of utilities (trenches) or structures, minimum density shall be as prescribed in the applicable specifications, or on the plans.

END OF SECTION

SECTION 31 23 16.13

TRENCH SAFETY SYSTEM

PART 1 GENERAL

1.1 SECTION INCLUDES

1. Trench safety system for the construction of trench excavations.

2. Trench safety system for structural excavations which fall under provisions of State and Federal trench safety laws.

1.2 DELETED

1.3 DEFINITIONS

1. A trench shall be defined as a narrow excavation (in relation to its depth) made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet.

2. The trench safety system requirements will apply to larger open excavations if the erection of structures or other installations limits the space between the excavation slope and these installation to dimensions equivalent of a trench as defined.

3. Trench Safety Systems include but are not limited to sloping, sheeting, trench boxes or trench shields, sheet piling, cribbing, bracing, shoring, dewatering or diversion of water to provide adequate drainage.

1.04 SUBMITTALS

A. Submittals shall conform to requirements of Section 01 33 00 - Submittal Procedures.

B. Submit a safety program specifically for the construction of trench excavation. Design the trench safety program to be in accordance with OSHA 29CFR standards governing the presence and activities of individuals working in and around trench excavations.

C. Construction and shop drawings containing deviations from OSHA standards or special designs shall be sealed by a licensed Engineer retained and paid by the Contractor.

D. Review of the safety program by the City or Engineer will only be in regard to compliance with this specification and will not constitute approval by the City Engineer nor relieve Contractor of obligations under State and Federal trench safety laws.

1.05 REGULATORY REQUIREMENTS

A. Install and maintain trench safety systems in accordance with the detail specifications set out in the provision of Excavations, Trenching, and Shoring, Federal Occupation Safety and Health Administration (OSHA) Standards, 29CFR, Part 1926, Subpart P, as amended, including Final Rule, published in the Federal Register Vol. 54, No. 209 on Tuesday, October 31, 1989. The sections that are incorporated into these specifications by reference include Sections 1926-650 through 1926-652.

B. A reproduction of the OSHA standards included in "Subpart P - Excavations" from the Federal Register Vol. 54, No. 209 is available upon request to Contractors bidding on City projects. The City assumes no responsibility for the accuracy of the reproduction. The Contractor is responsible for obtaining a copy of this section of the Federal Register.

C. Legislation that has been enacted by the Texas Legislature with regard to Trench Safety Systems, is hereby incorporated, by reference, into these specifications. Refer to Texas Health and Safety Code Ann., §756.021 (Vernon 1991).

1.06 INDEMNIFICATION

A. Contractor shall indemnify and hold harmless the City, its employees and agents, from any and all damages, costs (including, without limitation, legal fees, court costs, and the cost of investigation), judgements or claims by anyone for injury or death of persons resulting from the collapse or failure of trenches constructed under this Contract.

B. Contractor acknowledges and agrees that this indemnity provision provides indemnity for the City in case the City is negligent either by act or omission in providing for trench safety, including, but not limited to safety program and design reviews, inspections, failures to issue stop work orders, and the hiring of the Contractor.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

1.4 INSTALLATION

1. Install and maintain trench safety systems in accordance with provisions of OSHA 29CFR.

2. Install specially designed trench safety systems in accordance with the Contractor's trench excavation safety program for the locations and conditions identified in the program.

3. A competent person, as identified in the Contractor's Trench Safety Program, shall verify that trench boxes and other pre-manufactured systems are certified for the actual installation conditions.

1.5 INSPECTION

1. Contractor, or Contractor's independently retained consultant, shall make daily inspections of the trench safety systems to ensure that the installed systems and operations meet OSHA 29CFR and other personnel protection regulations requirements.

2. If evidence of possible cave-ins or slides is apparent, Contractor shall immediately stop work in the trench and move personnel to safe locations until the necessary precautions have been taken by Contractor to safeguard personnel entering the trench.

3. Maintain a permanent record of daily inspections.

1.6 FIELD QUALITY CONTROL

1. Contractor shall verify specific applicability of the selected or specially designed trench safety systems to each field condition encountered on the project.

END OF SECTION

Section 31 23 16.16

EXCAVATION AND BACKFILL FOR MINOR STRUCTURES

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Excavation, backfilling, and compaction of backfill for structures.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. No payment will be made for structural excavation and backfill under this Section. Include payment in unit price or lump sum for construction of structures.

1.03 DEFINITIONS

A. Unsuitable Material: Unsuitable soil materials are the following:

1. Materials that are classified as ML, CL-ML, MH, PT, OH, and OL according to ASTM D 2487.

2. Materials that cannot be compacted to the required density due to either gradation, plasticity, or moisture content.

3. Materials that contain large clods, aggregates, stones greater than 4 inches in any dimension, debris, vegetation, waste or any other deleterious materials.

4. Materials that are contaminated with hydrocarbons or other chemical contaminants.

B. Suitable Material: Suitable soil materials are those meeting specification requirements. Unsuitable soils meeting specification requirements for suitable soils after treatment with lime or cement shall be considered suitable, unless otherwise indicated.

C. Select Material: Material as defined in Section 31 06 20.16 - Utility Backfill Materials.

D. Backfill: Select material meeting specified quality requirements, placed and compacted under controlled conditions around structures.

E. Foundation Backfill Materials: Natural soil or manufactured aggregate meeting Class I requirements and geotextile filter fabrics as required, to control drainage and material

separation. Foundation backfill material is placed and compacted as backfill where needed to provide stable support for the structure foundation base. Foundation backfill materials may include concrete fill and seal slabs.

F. Foundation Base: For foundation base material, use crushed stone aggregate with filter fabric as required, cement stabilized sand, or concrete seal slab. The foundation base provides a smooth, level working surface for the construction of the concrete foundation.

G. Foundation Subgrade: Foundation subgrade is the surface of the natural soil which has been excavated and prepared to support the foundation base or foundation backfill, where needed.

H. Ground Water Control Systems: Installations external to the excavation such as well points, eductors, or deep wells. Ground water control includes dewatering to lower the ground water, intercepting seepage which would otherwise emerge from the side or bottom of the excavation, and depressurization to prevent failure or heaving of the excavation bottom. Refer to Section 31 23 19 - Control of Ground Water and Surface Water.

I. Surface Water Control: Diversion and drainage of surface water runoff and rain water away from the excavation. Remove rain water and surface water which accidentally enters the excavation as a part of excavation drainage.

J. Excavation Drainage: Removal of surface and seepage water in the excavation by sump pumping and using French drains surrounding the foundation to intercept the water.

K. Over-Excavation and Backfill: Excavation of subgrade soils with unsatisfactory bearing capacity or composed of otherwise unsuitable materials below the foundation as shown on Drawings, and backfilled with foundation backfill material.

L. Shoring System: A structure that supports the sides of an excavation to maintain stable soil conditions and prevent cave-ins.

1.04 REFERENCES

A. ASTM D 558 - Test Methods for Moisture-Density Relations of Soil Cement Mixtures.

B. ASTM D 698 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, Using 5.5-lb (2.49-kg) Rammer and 12-in. (304.88-mm) Drop.

C. ASTM D 1556 - Density of Soil in Place by the Sand-Cone Method.

D. ASTM D 2487 - Classification of Soils for Engineering Purposes.

E. ASTM D 2922 - Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

F. ASTM D 3017 - Test Method for Moisture Content of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depths).

G. ASTM D 4318 - Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.

H. TxDOT Tex-101-E - Preparation of Soil and Flexible Base Materials for Testing.

I. TxDOT Tex-110-E - Determination of Particle Size Analysis of Soils.

J. Federal Regulations, 29 CFR, Part 1926, Standards - Excavation, Occupational Safety and Health Administration (OSHA).

1.05 SUBMITTALS

A. Conform to requirements of Section 01 33 00 - Submittal Procedures.

B. Submit a work plan for excavation and backfill for each structure with complete written description which identifies details of the proposed method of construction and the sequence of operations for construction relative to excavation and backfill activities. The descriptions, with supporting illustrations, shall be sufficiently detailed to demonstrate to the Entity that the procedures meet the requirements of the Specifications and Drawings.

C. Submit excavation safety system plan.

1. The excavation safety system plan shall be in accordance with applicable OSHA requirements for all excavations.

2. The excavation safety system plan shall be in accordance with the requirements of Section 31 23 16.13 - Trench Safety System, for all excavations that fall under State and Federal trench safety laws.

D. Submit a ground and surface water control plan in accordance with requirements in this Section and Section 31 23 19 - Control of Ground Water and Surface Water.

E. Submit backfill material sources and product quality information in accordance with requirements of Section 31 06 20.16 - Utility Backfill Materials.

1.06 TESTS

A. Testing and analysis of backfill materials for soil classification and compaction during construction will be performed by an independent laboratory provided by the Owner in accordance with requirements of Section 01 45 29 - Testing Laboratory Services and as specified in this Section.

B. Contractor shall perform embedment and backfill material source qualification testing in accordance with requirements of Section 31 06 20.16 - Utility Backfill Materials.

PART 2 P R O D U C T S

2.01 EQUIPMENT

A. Perform excavation with equipment suitable for achieving the requirements of this Specification.

B. Use equipment which will produce the degree of compaction specified. Backfill within 3 feet of walls shall be compacted with hand operated equipment. Do not use equipment weighing more than 10,000 pounds closer to walls than a horizontal distance equal to the depth of the fill at that time. Use hand operated power compaction equipment where use of heavier equipment is impractical or restricted due to weight limitations.

2.02 MATERIAL CLASSIFICATIONS

A. Backfill materials shall conform to the classifications and product descriptions of Section 31 06 20.16 - Utility Backfill Materials. The classification or product description for backfill applications shall be as shown on the Drawings and as specified.

PART 3 E X E C U T I O N

3.01 PREPARATION

A. Conduct an inspection to determine condition of existing structures and other permanent installations.

B. Set up necessary street detours and barricades in preparation for excavation if construction will affect traffic. Conform to State and local government requirements. Maintain barricades and warning devices at all times for streets and intersections where work is in progress, or where affected by the Work, and is considered hazardous to traffic movements.

C. Perform work in accordance with OSHA standards. Employ an excavation safety system as specified in Section 31 23 16.13 - Trench Safety Systems.

D. Remove existing pavements and structures, including sidewalks and driveways, in accordance with requirements of Section 02200 - Removing Existing Pavements and Structures.

E. Install and operate necessary dewatering and surface water control measures in accordance with requirements of Section 31 23 19 - Control of Ground Water and Surface Water.

3.02 PROTECTION

A. Protect trees, shrubs, lawns, existing structures, and other permanent objects outside of grading limits and within the grading limits as designated on the Drawings.

B. Protect and support above-grade and below-grade utilities which are to remain.

C. Restore damaged permanent facilities to pre-construction conditions unless replacement or abandonment of facilities are indicated on the Drawings.

D. Prevent erosion of excavations and backfill. Do not allow water to pond in excavations.

E. Maintain excavation and backfill areas until start of subsequent work. Repair and recompact slides, washouts, settlements, or areas with loss of density at no additional cost to the Owner.

3.03 EXCAVATION

A. Perform excavation work so that the underground structure can be installed to depths and alignments shown on Drawings. Use caution during excavation work to avoid disturbing surrounding ground and existing facilities and improvements. Keep excavation to the absolute minimum necessary. No additional payment will be made for excess excavation not authorized by Entity.

B. Upon discovery of unknown utilities, badly deteriorated utilities not designated for removal, or concealed conditions, discontinue work at that location. Notify Entity and obtain instructions before proceeding in such areas.

C. Immediately notify the agency or company owning any line which is damaged, broken or disturbed. Obtain approval from Entity and agency for any repairs or relocations, either temporary or permanent.

D. Avoid settlement of surrounding soil due to equipment operations, excavation procedures, vibration, dewatering, or other construction methods.

E. Provide surface drainage during construction to protect work and to avoid nuisance to adjoining property. Where required, provide proper dewatering and piezometric pressure control during construction.

F. Conduct hauling operations so that trucks and other vehicles do not create a dirt nuisance in streets. Verify that truck beds are sufficiently tight and loaded in such a manner that objectionable materials will not spill onto streets. Promptly clear away any dirt, mud, or other materials that spill onto streets or are deposited onto streets by vehicle tires.

G. Maintain permanent benchmarks, monumentation, and other reference points. Unless otherwise directed, replace those which are damaged or destroyed by the Work.

H. Provide sheeting, shoring, and bracing where required to safely complete the Work, to prevent excavation from extending beyond limits indicated on Drawings, and to protect the Work and adjacent structures or improvements. Sheeting, shoring, and bracing used to protect workmen and the public shall conform to requirements of Section 31 23 16.13 - Trench Safety Systems.

I. Prevent voids from forming outside of sheeting. Immediately fill voids with grout, concrete fill, cement stabilized sand, or other material approved by Entity.

J. After completion of the structure, remove sheeting, shoring, and bracing unless shown on Drawings to remain in place or directed by Entity in writing that such temporary structures may remain. Remove sheeting, shoring and bracing in such a manner as to maintain safety during backfilling operations and to prevent damage to the Work and adjacent structures or improvements.

K. Immediately fill and compact voids left or caused by removal of sheeting with cement stabilized sand or material approved by Entity.

3.04 HANDLING EXCAVATED MATERIALS

A. Classify excavated materials. Place material which is suitable for use as backfill in orderly piles at a sufficient distance from excavation to prevent slides or cave-ins.

B. Provide additional backfill material if adequate quantities of suitable material are not available from excavation and trenching operations at the site.

3.05 DEWATERING

A. Provide ground water control per Section 31 23 19 - Control of Ground Water and Surface Water.

B. Keep ground water surface elevation a minimum of 2 feet below the bottom of the foundation base.

C. Maintain ground water control as directed by Section 31 23 19 - Control of Ground Water and Surface Water and until the structure is sufficiently complete to provide the required weight to resist hydrostatic uplift with a minimum safety factor of 1.2.

3.06 FOUNDATION EXCAVATION

A. Notify Entity at least 48 hours prior to planned completion of foundation excavations. Do not place the foundation base until the excavation is accepted by the Entity.

B. Excavate to elevations shown on Drawings, as needed to provide space for the foundation base, forming a level undisturbed surface, free of mud or soft material. Remove pockets of soft or otherwise unstable soils and replace with foundation backfill material or a material as directed by the Entity. Prior to placing material over it, recompact the subgrade where indicated on the Drawings, scarifying as needed, to 95 percent of the maximum Standard Dry Density according to ASTM D 698. If the specified level of compaction cannot be achieved, moisture condition the subgrade and recompact until 95 percent is achieved, over-excavate to provide a minimum layer of 24 inches of foundation backfill material, or other means acceptable to the Entity.

C. Fill unauthorized excessive excavation with foundation backfill material or other material as directed by the Entity.

D. Protect open excavations from rainfall, runoff, freezing groundwater, or excessive drying so as to maintain foundation subgrade in a satisfactory, undisturbed condition. Keep excavations free of standing water and completely free of water during concrete placement.

E. Soils which become unsuitable due to inadequate dewatering or other causes, after initial excavation to the required subgrade, shall be removed and replaced with foundation backfill material, as directed by Engineer, at no additional cost to the Owner.

F. Place foundation base, or foundation backfill material where needed, over the subgrade on same day that excavation is completed to final grade. Where base of excavations are left open for longer periods, protect them with a seal slab or cement-stabilized sand.

G. Crushed aggregate, and other free draining Class I materials, shall have a filter fabric separating it from native soils or select material backfill. The fabric shall overlap a minimum of 12 inches beyond where another material stops contact with the soil.

H. Crushed aggregate, and other Class I materials, shall be placed in uniform layers of 8-inch maximum thickness. Compaction shall be by means of at least two passes of a vibratory compactor.

3.07 FOUNDATION BASE

A. After the subgrade is properly prepared, including the placement of foundation backfill where needed, the foundation base shall be placed. The foundation base shall consist of a 12-inch layer of crushed stone aggregate or cement stabilized sand. Alternately, a seal slab with a minimum thickness of 4 inches may be placed. The foundation base shall extend a minimum of 12 inches beyond the edge of the structure foundation, unless shown otherwise on the Drawings.

B. Where the foundation base and foundation backfill are of the same material, both can be placed in one operation.

3.08 BACKFILL

A. Complete backfill to surface of natural ground or to lines and grades shown on Drawings. Use existing material that qualifies as select material, unless indicated otherwise. Deposit backfill in uniform layers and compact each layer as specified.

B. Do not place backfill against concrete walls or similar structures until laboratory test breaks indicate that the concrete has reached a minimum of 85 percent of the specified compressive strength. Where walls are supported by slabs or intermediate walls, do not begin backfill operations until the slab or intermediate walls have been placed and concrete has attained sufficient strength.

C. Remove concrete forms before starting backfill and remove shoring and bracing as work progresses.

D. Maintain fill material at no less than 2 percent below nor more than 2 percent above optimum moisture content. Place fill material in uniform 8-inch maximum loose layers. Compaction of fill shall be to at least 95 percent of the maximum Standard Dry Density according to ASTM D 698 under paved areas. Compact to at least 90 percent around structures below unpaved areas.

E. Where backfill is placed against a sloped excavation surface, run compaction equipment across the boundary of the cut slope and backfill to form a compacted slope surface for placement of the next layer of backfill.

F. Place backfill using cement stabilized sand in accordance with Section 31 32 13.16 - Cement Stabilized Sand.

3.09 FIELD QUALITY CONTROL

A. Testing will be performed under provisions of Section 01 45 29 - Testing Laboratory Services.

B. Tests will be performed initially on minimum of one different sample of each material type for plasticity characteristics, in accordance with ASTM D 4318, and for gradation characteristics, in accordance with Tex-101-E and Tex-110-E. Additional classification tests will be performed whenever there is a noticeable change in material gradation or plasticity.

C. In-place density tests of compacted subgrade and backfill will be performed according to ASTM D 1556, or ASTM D 2922 and ASTM D 3017, and at the following frequencies and conditions:

1. A minimum of one test for every 100 cubic yards of compacted backfill material.

2. A minimum of three density tests for each full work shift.

3. Density tests will be performed in all placement areas.

4. The number of tests will be increased if inspection determines that soil types or moisture contents are not uniform or if compacting effort is variable and not considered sufficient to attain uniform density.

D. At least one test for moisture-density relationships will be initially performed for each type of backfill material in accordance with ASTM D 698. Additional moisture-density relationship tests will be performed whenever there is a noticeable change in material gradation or plasticity.

E. If tests indicate work does not meet specified compaction requirements, recondition, recompact, and retest at Contractor's expense.

3.10 DISPOSAL OF EXCESS MATERIAL

Remove from the site debris resulting from work under this section in accordance with local and state laws and the responsibility of the Contractor.

END OF SECTION

Section 31 23 19

DEWATERING
CONTROL OF GROUND WATER AND SURFACE WATER

PART 1 G E N E R A L

1.1 SECTION INCLUDES

1. Dewatering, depressurizing, draining, and maintaining trenches, shaft excavations, structural excavations, and foundation beds in a stable condition, and controlling ground water conditions for trench and tunnel excavations.

2. Protecting work against surface runoff and rising flood waters.

3. Disposing of removed water.

1.2 METHOD OF PAYMENT

A. Unless prescribed elsewhere in the Contract Documents, no separate payment will be made for control of ground water and surface water. Include the cost to control ground water and surface water in unit price for work requiring such controls.

1.3 REFERENCES

1. ASTM D 698 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, Using 5.5-lb (2.49 kg) Rammer and 12-inch (304.8 mm) Drop.

2. Federal Regulations, 29 CFR Part 1926, Standards-Excavation, Occupational Safety and Health Administration (OSHA).

3. Federal Register 40 CFR (Vol. 55, No. 222) Part 122, EPA Administered Permit Programs (NPDES), Para.122.26(b)(14) Storm Water Discharge.

1.4 DEFINITIONS

1. Ground water control includes both dewatering and depressurization of water-bearing soil layers.

    1. Dewatering includes lowering the water table and intercepting seepage which would otherwise emerge from slopes or bottoms of excavations, or into tunnels and shafts, and disposing of removed water. The intent of dewatering is to increase stability of tunnel excavations and excavated slopes; prevent dislocation of material from slopes or bottoms of excavations; reduce lateral loads on sheeting and bracing; improve excavating and hauling characteristics of excavated material; prevent failure or

heaving of the bottom of excavations; and to provide suitable conditions for placement of backfill materials and construction of structures and other installations.

2. Depressurization includes reduction in piezometric pressure within strata not controlled by dewatering alone, as required to prevent failure or heaving of excavation bottom or instability of tunnel excavations.

2. Excavation drainage includes keeping excavations free of surface and seepage water.

3. Surface drainage includes use of temporary drainage ditches and dikes and installation of temporary culverts and sump pumps with discharge lines as required to protect the Work from any source of surface water.

4. Equipment and instrumentation for monitoring and control of the ground water control system includes piezometers and monitoring wells, and devices, such as flow meters, for observing and recording flow rates.

1.5 PERFORMANCE REQUIREMENTS

1. Conduct subsurface investigations to identify groundwater conditions and to provide parameters for design, installation, and operation of groundwater control systems.

2. Design a ground water control system, compatible with requirements of Federal Regulations 29 CFR Part 1926 and Section 31 23 16.13 - Trench Safety Systems, to produce the following results:

    1. Effectively reduce the hydrostatic pressure affecting:
        1. Excavations.
        2. Tunnel excavation, face stability or seepage into tunnels.

    2. Develop a substantially dry and stable subgrade for subsequent construction operations.

    3. Preclude damage to adjacent properties, buildings, structures, utilities, installed facilities, and other work.

    4. Prevent the loss of fines, seepage, boils, quick condition, or softening of the foundation strata.

    5. Maintain stability of sides and bottom of excavations.

3. Provide ground water control systems may include single-stage or multiple-stage well point systems, eductor and ejector-type systems, deep wells, or combinations of these equipment types.

4. Provide drainage of seepage water and surface water, as well as water from any other source entering the excavation. Excavation drainage may include placement of drainage materials, such as crushed stone and filter fabric, together with sump pumping.

5. Provide ditches, berms, pumps and other methods necessary to divert and drain surface water from excavation and other work areas.

6. Locate ground water control and drainage systems so as not to interfere with utilities, construction operations, adjacent properties, or adjacent water wells.

7. Assume sole responsibility for ground water control systems and for any loss or damage resulting from partial or complete failure of protective measures and any settlement or resultant damage caused by the ground water control operations. Modify ground water control systems or operations if they cause or threaten to cause damage to new construction, existing site improvements, adjacent property, or adjacent water wells, or affect potentially contaminated areas. Repair damage caused by ground water control systems or resulting from failure of the system to protect property as required.

8. Provide an adequate number of piezometers installed at the proper locations and depths as required to provide meaningful observations of the conditions affecting the excavation, adjacent structures, and water wells.

9. Provide environmental monitoring wells installed at the proper locations and depths as required to provide adequate observations of hydrostatic conditions and possible contaminant transport from contamination sources into the work area or into the ground water control system.

10. Decommission piezometers and monitoring wells installed during design phase studies and left for Contractors monitoring and use.

1.6 SUBMITTALS

1. Submittals shall conform to requirements of Section 01 33 00 – Submittals Procedures.

2. Submit a Ground Water and Surface Water Control Plan for review by the Owner and Engineer prior to start of any field work. The Plan shall be signed by a Professional Engineer registered in the State of Texas. Submit a plan to include the following:

    1. Results of subsurface investigation and description of the extent and characteristics of water bearing layers subject to ground water control.

    2. Names of equipment suppliers and installation subcontractors.

3. A description of proposed ground water control systems indicating arrangement, location, depth and capacities of system components, installation details and criteria, and operation and maintenance procedures.

4. A description of proposed monitoring and control system indicating depths and locations of piezometers and monitoring wells, monitoring installation details and criteria, type of equipment and instrumentation with pertinent data and characteristics.

5. A description of proposed filters including types, sizes, capacities and manufacturer's application recommendations.

6. Design calculations demonstrating adequacy of proposed systems for intended applications. Define potential area of influence of ground water control operation near contaminated areas.

7. Operating requirements, including piezometric control elevations for dewatering and depressurization.

8. Excavation drainage methods including typical drainage layers, sump pump application and other necessary means.

9. Surface water control and drainage installations.

10. Proposed methods and locations for disposing of removed water.

3. Submit the following records upon completed initial installation:

1. Installation and development reports for well points, eductors, and deep wells.

2. Installation reports and baseline readings for piezometers and monitoring wells.

3. Baseline analytical test data of water from monitoring wells.

4. Initial flow rates.

4. Submit the following records on a weekly basis during operations:

1. Records of flow rates and piezometric elevations obtained during monitoring of dewatering and depressurization. Refer to Paragraph 3.2, Requirements for Eductor, Well Points, or Deep Wells.

2. Maintenance records for ground water control installations, piezometers, and monitoring wells.

5. Submit the following records at end of work. Decommissioning (abandonment) reports for monitoring wells and piezometers installed by other during the design phase and left for Contractor's monitoring and use.

1.7 ENVIRONMENTAL REQUIREMENTS

1. Comply with requirements of agencies having jurisdiction.

2. Comply with Texas Natural Resource Conservation Commission regulations and Texas Water Well Drillers Association for development, drilling, and abandonment of wells used in dewatering system.

3. Obtain permit from EPA under the National Pollutant Discharge Elimination System (NPDES), for storm water discharge from construction sites. Refer to Section 01 57 23 – Storm Water Pollution Control and Prevention Plan.

4. Obtain all necessary permits from agencies with control over the use of groundwater and matters affecting well installation, water discharge, and use of existing storm drains and natural water sources. Because the review and permitting process may be lengthy, take early action to pursue and submit for the required approvals.

5. Monitor ground water discharge for contamination while performing pumping in the vicinity of potentially contaminated sites.

PART 2 P R O D U C T S

1.8 EQUIPMENT AND MATERIALS

1. Equipment and materials are at the option of Contractor as necessary to achieve desired results for dewatering. Selected equipment and materials are subject to review by the Owner and Engineer through submittals required in Paragraph 1.6, Submittals.

2. Eductors, well points, or deep wells, where used, must be furnished, installed and operated by an experienced contractor regularly engaged in ground water control system design, installation, and operation.

3. All equipment must be in good repair and operating order.

4. Sufficient standby equipment and materials shall be kept available to ensure continuous operation, where required.

PART 3 E X E C U T I O N

1.9 GROUND WATER CONTROL

1. Perform a subsurface investigation by borings as necessary to identify water bearing layers, piezometric pressures, and soil parameters for design and installation of ground water control systems. Perform pump tests, if necessary to determine the drawdown characteristics of the waterbearing layers. The results shall be presented in the Ground Water and Surface Water Control Plan (See Paragraph 1.06B.1).

2. Provide labor, material, equipment, techniques and methods to lower, control and handle ground water in a manner compatible with construction methods and site conditions. Monitor effectiveness of the installed system and its effect on adjacent property.

3. Install, operate, and maintain ground water control systems in accordance with the Ground Water and Surface Water Control Plan. Notify the Engineer in writing of any changes made to accommodate field conditions and changes to the Work. Provide revised drawings and calculations with such notification.

4. Provide for continuous system operation, including nights, weekends, and holidays. Arrange for appropriate backup if electrical power is primary energy source for dewatering system.

5. Monitor operations to verify that the system lowers ground water piezometric levels at a rate required to maintain a dry excavation resulting in a stable subgrade for prosecution of subsequent operations.

6. Where hydrostatic pressures in confined water bearing layers exist below excavation, depressurize those zones to eliminate risk of uplift or other instability of excavation or installed works. Allowable piezometric elevations shall be defined in the Ground Water and Surface Water Control Plan.

7. Remove ground water control installations.

    1. Remove pumping system components and piping when ground water control is no longer required.

    2. Remove piezometers, including piezometers installed during the design phase investigations and left for Contractor's use, upon completion of testing, in accordance with Section 02533 - Acceptance Testing of Sanitary Sewers.

    3. Remove monitoring wells when directed by the Engineer.

    4. Grout abandoned well and piezometer holes. Fill piping that is not removed with cement-bentonite grout or cement-sand grout.

8. During backfilling, dewatering may be reduced to maintain water level a minimum of 5 feet below prevailing level of backfill. However, do not allow that water level to result in uplift pressures in excess of 80 percent of downward pressure produced by weight of structure or backfill in place. Do not allow water levels to rise into cement stabilized sand until at least 48 hour after placement.

9. Provide a uniform diameter for each pipe drain run constructed for dewatering. Remove pipe drain when it has served its purpose. If removal of pipe is impractical, provide grout connections at 50-foot intervals and fill pipe with cement-bentonite grout or cement-sand grout when pipe is removed from service.

10. Extent of construction ground water control for structures with a permanent perforated underground drainage system may be reduced, such as for units designed to withstand hydrostatic uplift pressure. Provide a means of draining the affected portion of underground system, including standby equipment. Maintain drainage system during operations and remove it when no longer required.

11. Remove system upon completion of construction or when dewatering and control of surface or ground water is no longer required.

12. Compact backfill to not less than 95 percent of the maximum dry density in accordance with ASTM D 698.

1.10 REQUIREMENTS FOR EDUCTOR, WELL POINTS, OR DEEP WELLS

1. For aboveground piping in ground water control system, include a 12-inch minimum length of clear, transparent piping between every eductor well or well point and discharge header so that discharge from each installation can be visually monitored.

2. Install sufficient piezometers or monitoring wells to show that all trench or shaft excavations in water bearing materials are predrained prior to excavation. Provide separate piezometers for monitoring of dewatering and for monitoring of depressurization. Install piezometers and monitoring wells for tunneling as appropriate for Contractor's selected method of work.

3. Install piezometers or monitoring wells not less than one week in advance of beginning the associated excavation.

4. Dewatering may be omitted for portions of underdrains or other excavations, but only where auger borings and piezometers or monitoring wells show that soil is predrained by an existing system such that the criteria of the ground water control plan are satisfied.

5. Replace installations that produce noticeable amounts of sediments after development.

6. Provide additional ground water control installations, or change the methods, in the event that the installations according to the ground water control plan does not provide satisfactory

results based on the performance criteria defined by the plan and by the specification. Submit a revised plan according to Paragraph 1.06B.

1.11 EXCAVATION DRAINAGE

1. Contractor may use excavation drainage methods if necessary to achieve well-drained conditions. The excavation drainage may consist of a layer of crushed stone and filter fabric, and sump pumping in combination with sufficient wells for ground water control to maintain stable excavation and backfill conditions.

1.12 MAINTENANCE AND OBSERVATION

1. Conduct daily maintenance and observation of piezometers or monitoring wells while the ground water control installations or excavation drainage are operating in an area or seepage into tunnel is occurring. Keep system in good condition.

2. Replace damaged and destroyed piezometers or monitoring wells with new piezometers or wells as necessary to meet observation schedule.

3. Cut off piezometers or monitoring wells in excavation areas where piping is exposed, only as necessary to perform observation as excavation proceeds. Continue to maintain and make observations, as specified.

4. Remove and grout piezometers inside or outside the excavation area when ground water control operations are complete. Remove and grout monitoring wells when directed by the Engineer.

1.13 MONITORING AND RECORDING

1. Monitor and record average flow rate of operation for each deep well, or for each wellpoint or eductor header used in dewatering system. Also monitor and record water level and ground water recovery. These records shall be obtained daily until steady conditions are achieved, and twice weekly thereafter.

2. Observe and record elevation of water level daily as long as ground water control system is in operation, and weekly thereafter until the Work is completed or piezometers or wells are removed, except when Engineer determines that more frequent monitoring and recording are required. Comply with Engineer's direction for increased monitoring and recording and take measures as necessary to ensure effective dewatering for intended purpose.

1.14 SURFACE WATER CONTROL

1. Intercept surface water and divert it away from excavations through use of dikes, ditches, curb walls, pipes, sumps or other approved means. The requirement includes temporary works

required to protect adjoining properties from surface drainage caused by construction operations.

2. Divert surface water and seepage water into sumps and pump it into drainage channels or storm drains, when approved by agencies having jurisdiction. Provide settling basins when required by such agencies.

END OF SECTION

Section 31 23 33

TRENCHING & BACKFILLING
EXCAVATION AND BACKFILL FOR UTILITIES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Excavation, trenching, foundation, embedment, and backfill for installation of utilities, including manholes and other pipeline structures.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. No additional payment will be made for trench excavation, embedment and backfill under this Section, including gravel bedding as required. Include cost in the unit price for installed underground piping, sewer, conduit, or duct work.

2. No separate or additional payment will be made for surface water control, ground water control (well-points) or for excavation drainage. Include in the unit price for the installed piping, sewer, conduit, or duct work.

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 DEFINITIONS

A. Pipe Foundation: Suitable and stable native soils that are exposed at the trench subgrade after excavation to depth of bottom of the bedding as shown on the Drawings, or foundation backfill material placed and compacted in over-excavations.

B. Pipe Bedding: The portion of trench backfill that extends vertically from top of foundation up to a level line at bottom of pipe, and horizontally from one trench sidewall to opposite sidewall.

C. Haunching: The material placed on either side of pipe from top of bedding up to springline of pipe and horizontally from one trench sidewall to opposite sidewall.

D. Initial Backfill: The portion of trench backfill that extends vertically from springline of pipe (top of haunching) up to a level line 12 inches above top of pipe, and horizontally from one trench sidewall to opposite sidewall.

E. Pipe Embedment: The portion of trench backfill that consists of bedding, haunching and initial backfill.

F. Trench Zone: The portion of trench backfill that extends vertically from top of pipe embedment up to pavement subgrade or up to final grade when not beneath pavement.

G. Unsuitable Material: Unsuitable soil materials are the following:

1. Materials that are classified as ML, CL-ML, MH, PT, OH, and OL according to ASTM D 2487.

2. Materials that cannot be compacted to required density due to either gradation, plasticity, or moisture content.

3. Materials that contain large clods, aggregates, stones greater than 4 inches in any dimension, debris, vegetation, waste or any other deleterious materials.

4. Materials that are contaminated with hydrocarbons or other chemical contaminants.

H. Suitable Material: Suitable soil materials are those meeting specification requirements. Unsuitable soils meeting specification requirements for suitable soils after treatment with lime or cement are considered suitable, unless otherwise indicated.

I. Backfill: Suitable material meeting specified quality requirements, placed and compacted under controlled conditions.

J. Ground Water Control Systems: Installations external to trench, such as well points. Ground water control includes dewatering to lower ground water, intercepting seepage which would otherwise emerge from side or bottom of trench excavation, and depressurization to prevent failure or heaving of excavation bottom. Refer to Section 31 23 19 - Control of Ground Water and Surface Water.

K. Surface Water Control: Diversion and drainage of surface water runoff and rain water away from trench excavation. Rain water and surface water accidentally entering trench shall be controlled and removed as a part of excavation drainage.

L. Excavation Drainage: Removal of surface and seepage water in trench by sump pumping and using a drainage layer, as defined in ASTM D 2321, placed on the foundation beneath pipe bedding or thickened bedding layer of Class I material.

M. Trench Conditions are defined with regard to the stability of trench bottom and trench walls of pipe embedment zone. Maintain trench conditions that provide for effective placement and

compaction of embedment material directly on or against undisturbed soils or foundation backfill, except where structural trench support is necessary.

1. Dry Stable Trench: Stable and substantially dry trench conditions exist in pipe embedment zone as a result of typically dry soils or achieved by ground water control (dewatering or depressurization) for trenches extending below ground water level.

2. Stable Trench with Seepage: Stable trench in which ground water seepage is controlled by excavation drainage.

    a. Stable Trench with Seepage in Clayey Soils: Excavation drainage is provided in lieu of or to supplement ground water control systems to control seepage and provide stable trench subgrade in predominately clayey soils prior to bedding placement.

    b. Stable Wet Trench in Sandy Soils: Excavation drainage is provided in the embedment zone in combination with ground water control in predominately sandy or silty soils.

3. Unstable Trench: Unstable trench conditions exist in the pipe embedment zone if ground water inflow or high water content causes soil disturbances, such as sloughing, sliding, boiling, heaving or loss of density.

N. Subtrench: Subtrench is a special case of benched excavation. Subtrench excavation below trench shields or shoring installations may be used to allow placement and compaction of foundation or embedment materials directly against undisturbed soils. Depth of a subtrench depends upon trench stability and safety as determined by the Contractor.

O. Trench Dam: A placement of low permeability material in pipe embedment zone or foundation to prohibit ground water flow along the trench.

P. Over-Excavation and Backfill: Excavation of subgrade soils with unsatisfactory bearing capacity or composed of otherwise unsuitable materials below top of foundation as shown on Drawings, and backfilled with foundation backfill material.

Q. Foundation Backfill Materials: Natural soil or manufactured aggregate of controlled gradation, and geotextile filter fabrics as required, to control drainage and material separation. Foundation backfill material is placed and compacted as backfill to provide stable support for bedding. Foundation backfill materials may include concrete seal slabs.

R. Trench Safety Systems include both protective systems and shoring systems as defined in Section 31 23 16.13 - Trench Safety Systems.

S. Trench Shield (Trench Box): A portable worker safety structure moved along the trench as work proceeds, used as a protective system and designed to withstand forces imposed on it by cave-in, thereby protecting persons within the trench. Trench shields may be stacked if so designed or placed in a series depending on depth and length of excavation to be protected.

T. Shoring System: A structure that supports sides of an excavation to maintain stable soil conditions and prevent cave-ins, or to prevent movement of the ground affecting adjacent installations or improvements.

U. Special Shoring: A shoring system meeting special shoring as specified in Paragraph 1.08, Special Shoring Design Requirements, for locations identified on the Drawings.

1.04 REFERENCES

A. ASTM C 12 - Standard Practice for Installing Vitrified Clay Pipe Lines.

B. ASTM D 558 - Test Methods for Moisture-Density Relations of Soil Cement Mixtures.

C. ASTM D 698 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 5.5-lb (2.49-kg) Rammer and 12-in. (304.8-mm) Drop.

D. ASTM D 1556 - Test Method for Density in Place by the Sand-Cone Method.

E. ASTM D 2321 - Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity Flow Applications.

F. ASTM D 2487 - Classification of Soils for Engineering Purposes.

G. ASTM D 2922 - Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

H. ASTM D 3017 - Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

I. ASTM D 4318 - Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.

J. TxDOT Tex-101-E - Preparation of Soil and Flexible Base Materials for Testing.

K. TxDOT Tex-110-E - Determination of Particle Size Analysis of Soils.

L. Federal Regulations, 29 CFR Part 1926, Standards-Excavation, Occupational Safety and Health Administration (OSHA).

1.05 SCHEDULING

A. Schedule work so that pipe embedment can be completed on the same day that acceptable foundation has been achieved for each section of pipe installation, manhole, or other structures.

1.06 SUBMITTALS

A. Conform to Section 01 33 00 - Submittal Procedures.

B. Submit a written description for information only of the planned typical method of excavation, backfill placement and compaction, including:

1. Sequence of work and coordination of activities.

2. Selected trench widths.

3. Procedures for foundation and embedment placement, and compaction.

4. Procedure for use of trench boxes and other pre-manufactured systems while assuring specified compaction against undisturbed soil.

5. Procedure for installation of Special Shoring at locations identified on the Drawings.

C. Submit a ground and surface water control plan in accordance with requirements in this Section and Section 31 23 19 - Control of Ground Water and Surface Water.

D. Submit backfill material sources and product quality information in accordance with requirements of Section 31 06 20.16 - Utility Backfill Materials.

E. Submit a trench excavation safety program in accordance with requirements of Section 31 23 16.13 - Trench Safety System. Include designs for special shoring meeting the requirements defined in Paragraph 1.08, Special Shoring Design Requirements.

F. Submit record of location of utilities as installed, referenced to survey control points. Include locations of utilities encountered or rerouted. Give stations, horizontal dimensions, elevations, inverts, and gradients.

1.07 TESTS

A. Testing and analysis of backfill materials for soil classification and compaction during construction will be performed by an independent laboratory provided by the Owner in accordance with requirements of Section 01 45 29 - Testing Laboratory Services and as specified in this Section.

B. Perform backfill material source qualification testing in accordance with requirements of Section 31 06 20.16 - Utility Backfill Materials.

1.08 SPECIAL SHORING DESIGN REQUIREMENTS

A. Have special shoring designed or selected by the Contractor's Professional Engineer to provide support for the sides of the excavations, including soils and hydrostatic ground water pressures as applicable, and to prevent ground movements affecting adjacent installations or improvements such as structures, pavements and utilities. Special shoring may be a pre-manufactured system selected by the Contractor's Professional Engineer to meet the project site requirements based on the manufacturer's standard design.

PART 2 P R O D U C T S

2.01 EQUIPMENT

A. Perform excavation with hydraulic excavator or other equipment suitable for achieving the requirements of this Section.

B. Use only hand-operated tamping equipment until a minimum cover of 12 inches is obtained over pipes, conduits, and ducts. Do not use heavy compacting equipment until adequate cover is attained to prevent damage to pipes, conduits, or ducts.

C. Use trench shields or other protective systems or shoring systems which are designed and operated to achieve placement and compaction of backfill directly against undisturbed native soil.

D. Use special shoring systems where required which may consist of braced sheeting, braced soldier piles and lagging, slide rail systems, or other systems meeting requirements as specified in Paragraph 1.09, Shoring Design Requirements.

2.02 MATERIAL CLASSIFICATIONS

A. Embedment and Trench Zone Backfill Materials: Conform to classifications and product descriptions of Section 31 06 20.16 - Utility Backfill Materials.

B. Concrete Backfill: Conform to requirements for Class B concrete as specified in Section 33 05 16 - Concrete for Utility Construction.

C. Geotextile (Filter Fabric): Conform to requirements of Section 02621- Geotextile.

D. Concrete for Trench Dams: Concrete backfill or 3 sack premixed (bag) concrete.

E. Timber Shoring Left in Place: Untreated oak.

PART 3 EXECUTION

3.01 STANDARD PRACTICE

A. Install flexible pipe, including "semi-rigid" pipe, to conform to standard practice described in ASTM D 2321, and as described in this Section. Where an apparent conflict occurs between the standard practice and the requirements of this Section, this Section governs.

B. Install rigid pipe to conform to standard practice described in ASTM C 12, and as described in this Section. Where an apparent conflict occurs between the standard practice and the requirements of this Section, this Section governs.

3.02 PREPARATION

A. Establish traffic control to conform with requirements of Section 01 55 26 - Traffic Control and Regulation. Maintain barricades and warning lights for streets and intersections affected by the Work, and is considered hazardous to traffic movements.

B. Perform work to conform with applicable safety standards and regulations. Employ a trench safety system as specified in Section 31 23 16.13 - Trench Safety Systems.

C. Immediately notify the agency or company owning any existing utility line which is damaged, broken, or disturbed. Obtain approval from the appropriate entity for any repairs or relocations, either temporary or permanent.

D. Remove existing pavements and structures, including sidewalks and driveways, to conform with requirements of Section 02200 - Removing Existing Pavements and Structures, as applicable.

E. Install and operate necessary dewatering and surface water control measures to conform with Section 31 23 19 - Control of Ground Water and Surface Water.

F. Maintain permanent benchmarks, monumentation, and other reference points. Unless otherwise directed in writing, replace those which are damaged or destroyed in accordance with Section 01725 - Field Surveying.

3.03 PROTECTION

A. Protect trees, shrubs, lawns, existing structures, and other permanent objects outside of grading limits and within the grading limits as designated on the Drawings, and in accordance with requirements of Section 01562 - Tree and Plant Protection.

B. Protect and support above-grade and below-grade utilities which are to remain.

C. Restore damaged permanent facilities to pre-construction conditions unless replacement or abandonment of facilities are indicated on the Drawings.

D. Take measures to minimize erosion of trenches. Do not allow water to pond in trenches. Where slides, washouts, settlements, or areas with loss of density or pavement failures or potholes occur, repair, re-compact, and pave those areas at no additional cost to Owner.

3.04 EXCAVATION

A. Except as otherwise specified or shown on the Drawings, install underground utilities in open cut trenches with vertical sides.

B. Perform excavation work so that pipe, conduit, and ducts can be installed to depths and alignments shown on the Drawings. Avoid disturbing surrounding ground and existing facilities and improvements.

C. Determine trench excavation widths using the following schedule as related to pipe outside diameter (O.D.). Maximum trench width shall be the minimum trench width plus 24 inches.

Nominal Pipe Size, Inches	Minimum Trench Width, Inches
Less than 18	O.D. + 18
18 to 30	O.D. + 24
Greater than 30	O.D. + 36

D. Use sufficient trench width or benches above the embedment zone for installation of well point headers or manifolds and pumps where depth of trench makes it uneconomical or impractical to pump from the surface elevation. Provide sufficient space between shoring cross braces to permit equipment operations and handling of forms, pipe, embedment and backfill, and other materials.

E. Upon discovery of unknown utilities, badly deteriorated utilities not designated for removal, or concealed conditions, discontinue work at that location. Notify the appropriate entity and obtain instructions before proceeding.

F. Shoring of Trench Walls.

1. Install Special Shoring in advance of trench excavation or simultaneously with the trench excavation, so that the soils within the full height of the trench excavation walls will remain laterally supported at all times.

2. For all types of shoring, support trench walls in the pipe embedment zone throughout the installation. Provide trench wall supports sufficiently tight to prevent washing the trench wall soil out from behind the trench wall support.

3. Unless otherwise directed by the Enginer, leave sheeting driven into or below the pipe embedment zone in place to preclude loss of support of foundation and embedment materials. Leave rangers, walers, and braces in place as long as required to support sheeting, which has been cut off, and the trench wall in the vicinity of the pipe zone.

4. Employ special methods for maintaining the integrity of embedment or foundation material. Before moving supports, place and compact embedment to sufficient depths to provide protection of pipe and stability of trench walls. As supports are moved, finish placing and compacting embedment.

5. If sheeting or other shoring is used below top of the pipe embedment zone, do not disturb pipe foundation and embedment materials by subsequent removal. Maximum thickness of removable sheeting extending into the embedment zone shall be the equivalent of a 1-inch-thick steel plate. Fill voids left on removal of supports with compacted backfill material.

G. Use of Trench Shields. When a trench shield (trench box) is used as a worker safety device, the following requirements apply:

1. Make trench excavations of sufficient width to allow shield to be lifted or pulled freely, without damage to the trench sidewalls.

2. Move trench shields so that pipe, and backfill materials, after placement and compaction, are not damaged nor disturbed, nor the degree of compaction reduced.

3. When required, place, spread, and compact pipe foundation and bedding materials beneath the shield. For backfill above bedding, lift the shield as each layer of backfill is placed and spread. Place and compact backfill materials against undisturbed trench walls and foundation.

4. Maintain trench shield in position to allow sampling and testing to be performed in a safe manner.

3.05 HANDLING EXCAVATED MATERIALS

A. Use only excavated materials which are suitable as defined in this Section and conforming with Section 31 06 20.16 - Utility Backfill Materials. Place material suitable for backfilling in stockpiles at a distance from the trench to prevent slides or cave-ins.

B. When required, provide additional backfill material conforming with requirements of Section 31 06 20.16 - Utility Backfill Materials.

C. Do not place stockpiles of excess excavated materials on streets and adjacent properties. Protect excess stockpiles for use on site. Maintain site conditions in accordance with Section 01 50 00 - Temporary Facilities and Controls.

3.06 GROUND WATER CONTROL

A. Implement ground water control according to Section 31 23 19 - Control of Ground Water and Surface Water. Provide a stable trench to allow installation in accordance with the Specifications.

3.07 TRENCH FOUNDATION

A. Excavate bottom of trench to uniform grade to achieve stable trench conditions and satisfactory compaction of foundation or bedding materials. Install gravel base on trench bottom as required by BPUB.

B. Place trench dams in Class I foundations in line segments longer than 100 feet between manholes, and not less than one in every 500 feet of pipe placed. Install additional dams as needed to achieve workable construction conditions. Do not place trench dams closer than 5 feet from manholes.

3.08 PIPE EMBEDMENT, PLACEMENT, AND COMPACTION

A. Immediately prior to placement of embedment materials, the bottoms and sidewalls of trenches shall be free of loose, sloughing, caving, or otherwise unsuitable soil.

B. Place embedment including bedding, haunching, and initial backfill as shown on Drawings.

C. For pipe installation, manually spread embedment materials around the pipe to provide uniform bearing and side support when compacted. Do not allow materials to free-fall from heights greater than 24 inches above top of pipe. Perform placement and compaction directly

against the undisturbed soils in the trench sidewalls, or against sheeting which is to remain in place.

D. Do not place trench shields or shoring within height of the embedment zone unless means to maintain the density of compacted embedment material are used. If moveable supports are used in embedment zone, lift the supports incrementally to allow placement and compaction of the material against undisturbed soil.

E. Place geotextile to prevent particle migration from the in-situ soil into open-graded (Class I) embedment materials or drainage layers.

F. Do not damage coatings or wrappings of pipes during backfilling and compacting operations. When embedding coated or wrapped pipes, do not use crushed stone or other sharp, angular aggregates.

G. Place haunching material manually around the pipe and compact it to provide uniform bearing and side support. If necessary, hold small-diameter or lightweight pipe in place during compaction of haunch areas and placement beside the pipe with sand bags or other suitable means.

H. Place electrical conduit, if used, directly on foundation without bedding.

I. Shovel in-place and compact embedment material using pneumatic tampers in restricted areas, and vibratory-plate compactors or engine-powered jumping jacks in unrestricted areas. Compact each lift before proceeding with placement of next lift. Water tamping is not allowed.

J. For water lines construction embedment, use bank run sand, concrete sand, gem sand, pea gravel, or crushed limestone as specified in Section 31 06 20.16 - Utility Backfill Material. For water lines adhere to the following subparagraph numbers 1 and 2; for utility installation other than water, adhere to numbers 3 and 4 below:

1. Class I, II, and III Embedment Materials:

    a. Maximum 6 inches compacted lift thickness.

    b. Compact to achieve a minimum of 95 percent of maximum dry density as determined according to ASTM D 698.

    c. Moisture content to be within -3 percent to +3 percent of optimum as determined according to ASTM D 698, unless otherwise approved by Engineer.

2. Cement Stabilized Sand:

a. Maximum 6 inches compacted thickness.

b. Compact to achieve a minimum of 95 percent of maximum dry density as determined according to ASTM D 698.

c. Moisture content to be on dry side of optimum as determined according to ASTM D 698 but sufficient for effective hydration.

3. Class I embedment materials.

a. Maximum 6-inches compacted lift thickness.

b. Systematic compaction by at least two passes of vibrating equipment. Increase compaction effort as necessary to effectively embed the pipe to meet the deflection test criteria.

c. Moisture content as determined by Contractor for effective compaction without softening the soil of trench bottom, foundation or trench walls.

4. Class II embedment and cement stabilized sand.

a. Maximum 6-inches compacted thickness.

b. Compaction by methods determined by Contractor to achieve a minimum of 95 percent of the maximum dry density as determined according to ASTM D 698 for Class II materials and according to ASTM D 558 for cement stabilized materials.

c. Moisture content of Class II materials within 3 percent of optimum as determined according to ASTM D 698. Moisture content of cement stabilized sands on the dry side of optimum as determined according to ASTM D 558 but sufficient for effective hydration.

K. Place trench dams in Class I embedments in line segments longer than 100 feet between manholes, and not less than one in every 500 feet of pipe placed. Install additional dams as needed to achieve workable construction conditions. Do not place trench dams closer than 5 feet from manholes.

3.09 TRENCH ZONE BACKFILL PLACEMENT AND COMPACTION

A. Place backfill for pipe or conduits and restore surface as soon as practicable. Leave only the minimum length of trench open as necessary for construction.

B. Where damage to completed pipe installation work is likely to result from withdrawal of sheeting, leave the sheeting in place. Cut off sheeting 1.5 feet or more above the crown of the pipe. Remove trench supports within 5 feet from the ground surface.

C. For sewer pipes, use backfill materials described here as determined by trench limits. As trench zone backfill in paved areas for streets and to one foot back of curbs and pavements, use cement stabilized sand for pipe of nominal sizes less than 36 inches. Uniformly backfill trenches partially within limits one foot from streets and curbs according to the paved area criteria. Use select backfill within one foot below pavement subgrade for rigid pavement. For asphalt concrete, use flexible base material within one foot below pavement subgrade.

D. For water lines, backfill in trench zone, including auger pits, with bank run sand, select fill, or random backfill material as specified in Section 31 06 20.16 - Utility Backfill materials.

E. When shown on Drawings, a random backfill of suitable material may be used in trench zone for trench excavations outside pavements.

F. Place trench zone backfill in lifts and compact by methods selected by the Contractor. Fully compact each lift before placement of the next lift.

1. Bank run sand.

    a. Maximum 9-inches compacted lift thickness.

    b. Compaction by vibratory equipment to a minimum of 95 percent of the maximum dry density determined according to ASTM D 698.

    c. Moisture content within 3 percent of optimum determined according to ASTM D 698

2. Cement-stabilized sand.

    a. Maximum lift thickness determined by Contractor to achieve uniform placement and required compaction, but not exceeding 24 inches.

    b. Compaction by vibratory equipment to a minimum of 95 percent of the maximum dry density determined according to ASTM D 558.

    c. Moisture content on the dry side of optimum determined according to ASTM D 558 but sufficient for cement hydration.

3. Select fill.

   a. Maximum 6-inches compacted thickness.

   b. Compaction by equipment providing tamping or kneading impact to a minimum of 95 percent of the maximum dry density determined according to ASTM D 698.

   c. Moisture content within 2 percent of optimum determined according to ASTM D 698.

G. For trench excavations outside pavements, a random backfill of suitable material may be used in the trench zone.

1. Fat clays (CH) may be used as trench zone backfill outside paved areas at the Contractor's option. If the required density is not achieved, the Contractor, at his option and at no additional cost to the Owner, may use lime stabilization to achieve compaction requirements or use a different suitable material.

2. Maximum 9-inch compacted lift thickness for clayey soils and maximum 12-inch lift thickness for granular soils.

3. Compact to a minimum of 90 percent of the maximum dry density determined according to ASTM D 698.

4. Moisture content as necessary to achieve density.

H. For electric conduits, remove formwork used for construction of conduits before placing trench zone backfill.

3.10 MANHOLES, JUNCTION BOXES, AND OTHER PIPELINE STRUCTURES

A. Meet the requirements of adjoining utility installations for backfill of pipeline structures, as shown on the Drawings.

3.11 FIELD QUALITY CONTROL

A. Test for material source qualifications as defined in Section 31 06 20.16 - Utility Backfill Materials.

B. Provide excavation and trench safety systems at locations and to depths required for testing and retesting during construction at no additional cost to Owner.

C. Tests will be performed on a minimum of three different samples of each material type for plasticity characteristics, in accordance with ASTM D 4318, and for gradation characteristics, in accordance with Tex-101-E and Tex-110-E. Additional classification tests will be performed whenever there is a noticeable change in material gradation or plasticity.

D. At least three tests for moisture-density relationships will be performed initially for backfill materials in accordance with ASTM D 698, and for cement- stabilized sand in accordance with ASTM D 558. Additional moisture-density relationship tests will be performed whenever there is a noticeable change in material gradation or plasticity.

E. In-place density tests of compacted pipe foundation, embedment and trench zone backfill soil materials will be performed according to ASTM D 1556, or ASTM D 2922 and ASTM D 3017, and at the following frequencies and conditions.

1. A minimum of one test for every 20 cubic yards of compacted embedment and for every 50 cubic yards of compacted trench zone backfill material.

2. A minimum of three density tests for each full shift of Work.

3. Density tests will be distributed among the placement areas. Placement areas are: foundation, bedding, haunching, initial backfill and trench zone.

4. The number of tests will be increased if inspection determines that soil type or moisture content are not uniform or if compacting effort is variable and not considered sufficient to attain uniform density, as specified.

5. Density tests may be performed at various depths below the fill surface by pit excavation. Material in previously placed lifts may therefore be subject to acceptance/rejection.

6. Two verification tests will be performed adjacent to in-place tests showing density less than the acceptance criteria. Placement will be rejected unless both verification tests show acceptable results.

7. Recompacted placement will be retested at the same frequency as the first test series, including verification tests.

F. Recondition, recompact, and retest at Contractor's expense if tests indicate Work does not meet specified compaction requirements. For hardened soil cement with nonconforming density, core and test for compressive strength at Contractor's expense.

G. Acceptability of crushed rock compaction will be determined by inspection.

3.12 DISPOSAL OF EXCESS MATERIAL

A. Dispose of excess materials in accordance with local and state laws and the responsibility of contractor.

END OF SECTION

SECTION 31 32 13.16

STABILIZED BACKFILL (CEMENT STABILIZED SAND)

PART 1 GENERAL

1.01 DESCRIPTION

A. Scope: Furnish all plant, labor, equipment, supervision, and tools for the furnishing and installation of Stabilized Backfill as shown on the Plans and as indicated in other sections of the Technical Specifications.

B. Work Specified Elsewhere: Related work as called for on Plans or specified elsewhere in this or other Technical Specifications.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. No separate payment will be made for Work performed under this Section. Include cost of such work in Contract unit prices for items listed in bid form requiring stabilized backfill material.

1.03 REFERENCES

A. ASTM C 33 - Standard Specification for Concrete Aggregates (Fine Aggregate).

B. ASTM C 40 - Standard Test Method for Organic Impurities in Fine Aggregates for Concrete.

C. ASTM C 94 - Standard Specification for Ready-Mixed Concrete.

D. ASTM C 123 - Standard Test Method for Lightweight Particles in Aggregate.

E. ASTM C 142 - Standard Test Method for Clay Lumps and Friable Particles in Aggregates.

F. ASTM C 150 - Specification for Portland Cement.

G. ASTM D 558 - Standard Test Method for Moisture-Density Relations of Soil Cement-Mixtures.

H. ASTM D 1633 - Standard Test Method for Compressive Strength of Molded Soil-Cement Cylinders.

I. ASTM D 2487 - Standard Test Method for Classification of Soils for Engineering Purposes (Unified Soil Classification System).

J. ASTM D 3665 - Standard Practice for Random Sampling of Construction Materials.

K. ASTM D 4318 - Standard Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.

1.04 SUBMITTALS

A. Conform to requirements of Section 01 33 00 - Submittal Procedures.

B. Submit proposed target cement content and production data for sand-cement (native soil/manufactured materials-cement) mixture in accordance with requirements of Paragraph 2.03.

1.05 DESIGN REQUIREMENTS

A. Cement Stabilized Sand: Use sand-cement mixture producing minimum unconfined compressive strength of 100psi in 48 hours and 500psi at 28-days.

1. Design will be based on strength specimens molded in accordance with ASTM D 558 at moisture content within 3 percent of optimum and within 4 hours of batching.

2. Determine minimum cement content from production data and statistical history. Provide no less than 1.5 sacks of cement per cubic yard of dry sand.

B. Flowable Backfill: Flowable backfill shall consist of a mixture of native soils or manufactured materials, cement and/or fly ash, and water which produces a material with unconfined compressive strength of 300psi at 28-days.

1. Any materials used shall be primarily granular, with a plasticity index <12 and with 100% passing a ¾-in. sieve.

2. The flowable mixture shall be mixed in a pug mill, concrete mixer, or transit mixer and shall have a minimum slump of 5-in.

3. The flowable mixture must be allowed to set prior to the placement of any overlying material.

4. Design will be based on strength specimens molded in accordance with ASTM D 558 at moisture content within 3 percent of optimum and within 4 hours of batching.

C. Modified Flowable Backfill: Modified flowable backfill in areas of possible future excavation such as utility installations shall consist of a mixture of native soils or manufactured materials, cement and/or fly ash, air-entraining material, and water which produces a material with unconfined compressive strength of between 100psi at 28-days.

1. Modified flowable backfill in permanent areas such as abandoned pipe closures, abutments and embankments shall contain similar materials and shall have an unconfined compressive strength of greater than 150-psi after 28 days.

2. Any materials used shall be primarily granular, with a plasticity index <12 and with 100% passing a ¾-in. sieve.

3. The flowable mixture shall be mixed in-a pug mill, concrete mixer, or transit mixer and shall have a minimum slump of 5-in. The flowable mixture must be allowed to set prior to the placement of any overlying material.

4. Design will be based on strength specimens molded in accordance with ASTM D 558 at moisture content within 3 percent of optimum and within 4 hours of batching.

PART 2 PRODUCTS

2.01 MATERIALS

A. Cement: Type I Portland cement conforming to ASTM C 150.

B. Sand: Clean, durable sand meeting grading requirements for fine aggregates of ASTM C 33, or requirements for bank run sand of Section 31 06 20.16 - Utility Backfill Materials, and the following requirements:

1. Classified as SW, SP, SW-SM, SP-SM, or SM by United Soil Classification System of ASTM D 2487.

2. Deleterious materials:
   a. Clay lumps, ASTM C 142; less than 0.5 percent.

   b. Deleterious material, less than 2.0 percent.

   c. Material removed by decantation; less than 5.0 percent.

   d. Organic impurities, ASTM C 40, color no darker than standard color.

3. Plasticity index of 4 or less when tested in accordance with ASTM D 4318.

4. Flowable Fill Backfill and Modified Flowable Backfill Material: Any materials used shall be primarily granular, with a plasticity index <12 and with 100% passing a ¾-in. sieve.

C. Water: Potable water, free of oils, acids, alkalies, organic matter or other deleterious substances, meeting requirements of ASTM C 94.

2.02 MIXING MATERIALS

A. Add required amount of water and mix thoroughly in pugmill-type mixer.

B. Stamp batch ticket at plant with time of loading. Reject material not placed and compacted within 4 hours after mixing.

2.03 MATERIAL QUALIFICATION

A. Determine target cement content of material as follows:

1. Obtain samples of stabilized backfill material at production facility representing range of cement content consisting of at least three points.

2. Complete molding of samples within 4 hours after addition of water.

3. Perform strength tests (average of two specimens) at 48 hours and 7 days.

4. Perform cement content tests on each sample.

5. Perform moisture content tests on each sample.

6. Plot average 48-hour strength vs. cement content.

7. Record scale calibration date, sample date, sample time, molding time, cement feed dial settings, and silo pressure (if applicable).

B. Test raw sand for following properties at point of entry into pug-mill:

1. Gradation

2. Plasticity index

5. Organic impurities

6. Clay lumps and friable particles

5. Lightweight pieces

6. Moisture content

7. Classification

C. Present data obtained in format similar to that provided in sample data form attached to this Section.

D. The target content may be adjusted when statistical history so indicates. For determination of minimum product performance use formula:

f'c % 1/2 standard deviation

PART 3 EXECUTION

3.01 PLACING

A. Place stabilized backfill material in maximum 8-inch-thick loose lifts and compact to 95 percent of maximum density as determined in accordance with ASTM D 558, unless otherwise specified. Refer to related specifications for thickness of lifts in other applications. Target moisture content during compaction is -3 to 0 percent of optimum. Perform and complete compaction of stabilized backfill material within 4 hours after addition of water to mix at plant.

B. Do not place or compact stabilized backfill material in standing or free water.

3.02 FIELD QUALITY CONTROL

A. Testing will be performed under provisions of Section 01 45 29 - Testing Laboratory Services.

B. Samples of delivered product will be taken in field at point of delivery for testing in accordance with ASTM D 3665.

C. Prepare and mold four specimens (for each sample obtained) in accordance with ASTM D 558, Method A, without adjusting moisture content. Samples will be molded at approximately same time material is being used, but no later than 4 hours after water is added to mix. Test two sample sets a minimum of every 50 square yards placed or for that days placement.

D. After molding, specimens will be removed from molds and sealed in plastic bag or similar material to minimize moisture loss. Specimens will be cured at room temperature between 60 and 80 degrees F until tested.

E. Specimens will be tested for compressive strength in accordance with ASTM D 1633, Method A. Two specimens will be tested at 48 hours plus or minus 2 hours and two specimens will be tested at 7 days plus or minus 4 hours.

F. A strength test will be average of strengths of two specimens molded from same sample of material and tested at same age. Average daily strength will be average of strengths of all specimens molded during one day's production and tested at same age.

G. Precision and Bias: Test results shall meet recommended guideline for precision in ASTM D 1633 Section 9.

H. Reporting: Test reports shall contain, as a minimum, the following information:

1. Supplier and plant number
2. Time material was batched
3. Time material was sampled
4. Test age (exact hours)
5. Average 48-hour strength
6. Average 7-day strength
7. Specification section number
8. Compliance / non-compliance
9. Mixture identification
10. Truck and ticket numbers
11. The time of molding
12. Moisture content at time of molding
13. Required strength
14. Test method designations
15. Compressive strength data as required by ASTM D 1633

3.03 ACCEPTANCE

A. Strength level of material will be considered satisfactory if:

1. The average 48-hour strength is greater than 75-percent of the design strength with no individual strength test below 50-percent of the design strength.

B. Material will be considered deficient when 7-day individual strength test (average of two specimens) is less than 75-percent of the design strength. See Paragraph 3.04 Adjustment for Deficient Strength.

C. The material will be considered unacceptable and subject to removal and replacement at Contractor's expense when individual strength test has 7-day strength less than 75-percent of the design strength.

D. When moving average of three daily 48-hour averages falls below 75-percent of the design strength, discontinue shipment to project until plant is capable of producing material, which exceeds 75-percent of the design strength at 48 hours. Total of five 48-hour strength tests shall be made in this determination with no individual strength tests less than 75-percent of the design strength.

E. Testing laboratory shall notify Contractor, Owner, and material supplier by facsimile of tests indicating results falling below specified strength requirements.

3.04 ADJUSTMENT FOR DEFICIENT STRENGTH

A. When mixture produces 48-hour compressive strength less than 75-percent of the design strength, then Contractor has option to remove and replace material or request that Owner have second set of samples broken at 7 days.

B. When mixture produces 7-day compressive strength greater than or equal 75-percent of the design strength, then material will be considered satisfactory and bid price will be paid in full.

C. When mixture produces 7-day compressive strength less than 75-percent of the design strength and greater than or equal to 50-percent of the design strength, material shall be accepted contingent on credit in payment. Compute credit by the following formula:

$$\text{Credit per Cubic Yard} = \frac{\$30.00 \times 2\ (100\ \text{psi} - \text{Actual psi})}{100}$$

D. When mixture produces 7-day compressive strength less than 50-percent of the design strength, then remove and replace stabilized backfill material and paving and other necessary work at no cost to Owner.

END OF SECTION

Section 31 32 13.19

LIME TREATMENT FOR SUBGRADE

PART 1 GENERAL

1.01 DESCRIPTION

This item shall consist of treating the existing subgrade, base, and pavement by the pulverizing, addition of lime, mixing, and compacting the mixed material to the required density. This item applied to natural ground, embankment, or existing pavement structure and shall be constructed as specified herein and in conformity with the typical sections, lines, and grades as shown on the plans or as established by the Engineer.

PART 2 PRODUCTS

2.01 MATERIALS

1. The lime shall meet the requirements of the Item, "Lime Slurry", for the type of specified.
   When Type B, Commercial Lime Slurry, is specified, the Contractor shall select, prior to construction, the class to be used and shall notify the Engineer in writing before changing from one class to another.

2. If the minimum design strength or percent of lime to be used for the treatment subgrade, existing subbase, or existing base is specified, it will be determined by preliminary tests performed in accordance with Test Method Tex-121-E. The percentage lime test (lime curve) is to be conducted by an approved testing laboratory prior to the addition of lime to the subgrade. A soil sample shall be made available to the testing laboratory at least ten days prior to application. The lime percentage (lime curve) test shall be paid for by the Owner. The bid schedule is based on 5% lime (by weight) stabilized subgrade at the depth specified in the bid item description. If the lime percentage tests show that less than 5% is to be used then the contractor shall notify the engineer of the difference in writing.

2.02 EQUIPMENT

1. The machinery, tools, and equipment necessary for proper execution of the work shall be on the project and approved by the Engineer prior to the beginning of construction operations. All machinery, tools, and equipment used shall be maintained in a satisfactory and workmanlike manner.

2. Hydrated lime shall be stored and handled in closed weatherproof containers until immediately before distribution on the road. If storage bins are used they shall be

completely enclosed. Hydrated lime in bags shall be stored in weatherproof buildings with adequate protection from ground dampness.

3. If lime is furnished in trucks, each truck shall have the weight of lime certified on public scales.

4. If lime is furnished in bags, each bag shall bear the manufacturer's certified weight. Bags varying more than 5 percent from that weight may be rejected and the average weight of bags in any shipment, as shown by weighing 50 bags taken at random, shall not be less than the manufacturer's certified weight.

PART 3 EXECUTION

3.01 CONSTRUCTION METHODS

A. General. It is the primary requirement of this specification to secure a completed course of treated material containing a uniform lime mixture, free from loose or segregated areas, of uniform density and moisture content, well bound for its full depth and with a smooth surface suitable for placing subsequent courses. It shall be the responsibility of the Contractor to regulate the sequence of his work, to use the proper amount of lime, maintain the work and rework the courses as necessary to meet the above requirements.

The paving areas shall be constructed and shaped to conform to the typical sections, lines and grades as shown on the plans or as established by the Engineer. The material, either before or after lime is added, shall be excavated to the secondary grade (proposed bottom of lime treatment) and removed or windowed to expose the secondary grade. Any wet or unstable materials below the secondary grade shall be corrected, as directed by the Engineer, by scarifying, adding lime, and compacting, or other methods until satisfactory stability is obtained.

If the Contractor elects to use a cutting and pulverizing machine that will remove the subgrade material accurately to the secondary grade and pulverize the material at the same time, he will not be required to expose the secondary grade nor window the material. However, the Contractor shall be required to roll the subgrade, as directed by the Engineer, before using the pulverizing machine and correct any soft areas that this rolling may reveal. These methods will be permitted only where a machine is provided which will insure that the material is cut uniformly to the proper depth and which has cutters that will plane the secondary grade to a smooth surface over the entire width of the cut. The machine shall be of such design that a visible indication is given at all times that the machine is cutting to the proper depth.

B. Application. Lime shall be spread only on that area where the first mixing operations can be completed during the same working day.

The application and mixing of lime with the material shall be accomplished by the methods hereinafter described as "Dry Placing" or "Slurry Placing". When Type A, Hydrated Lime, is specified, the Contractor may use either method, unless otherwise noted on the plans.

1. Dry Placing. The lime shall be spread by an approved spreader or by bag distribution at the rates shown on the plans or as directed by the Engineer.

   The lime shall be distributed at a uniform rate and in such manner as to reduce the scattering of lime by wind to a minimum. Lime shall not be applied when wind conditions, in the opinion of the Engineer, are such that blowing lime becomes objectionable to traffic or adjacent property owners. A motor grader shall not be used to spread the lime.

   The material shall be sprinkled as directed by the Engineer, until the proper moisture content has been secured.

2. Slurry Placing. When Type A Hydrated Lime is specified and slurry placement is to be used, the Type A Hydrated Lime shall be mixed with water to form a slurry of the solids content designated by the Engineer.

   Where Type B, Commercial Lime Slurry is to be used, it shall be of the minimum solids and purity for the applicable grade being used. The distribution of lime at the rates shown on the plans or as directed by the Engineer shall be attained by successive passes over a measured section of roadway until the proper moisture and lime content has been secured.

C. Mixing. The mixing procedure shall be the same for "Dry Placing" or Slurry Placing" as herein described.

The material and lime shall be thoroughly mixed by approved road mixers or other approved equipment, and the mixing continued until, in the opinion of the Engineer, a homogeneous friable mixture of material and lime is obtained, such that when all non-slaking aggregates retained on the 3/4" sieve are removed, the remainder of the material shall meet that following requirements when tested from the roadway in the roadway condition by laboratory sieves:

	Percent
Minimum passing 1 - 3/4" sieve	100%
Minimum passing 3/4" sieve	85%

The soil-time mixture shall be sprinkled during the mixing operation as directed by the Engineer to provide optimum moisture in the mixing.

During the interval of time between application and mixing, hydrated lime that has been exposed to the open air for a period of 6 hours or more or has had excessive loss due to washing or blowing will not be accepted for payment.

D. Compaction. Compaction of the mixture shall begin immediately after final mixing unless approval is obtained from the Engineer. The material shall be aerated or sprinkled as necessary to provide the optimum moisture. Compaction shall begin at the bottom and shall continue until the entire depth of mixture is uniformly compacted by the method of compaction hereinafter specified as the "Density Control" method as indicated on the plans.

If the total thickness of the material to be treated cannot be mixed in one operation, the previously mixed material shall be bladed to a window just beyond the area to be treated and the next layer mixed with lime as specified in Section (C). The first layer of the treated material shall be compacted in such a manner that the treated material will not be mixed with the underlying material.

When the "Density Control" method of compaction is indicated on the plans the following provisions shall apply:

The course shall be sprinkled as required and compacted to the extent necessary to provide the density specified below as determined by the use of the compaction ratio method:

Description	Density, Percent (Standard Proctor)
For lime treated subgrade, existing subbase or existing base that will receive subsequent subbase, base course, or sand cushion.	Not less than 95 except when otherwise shown on plans.

In addition to the requirements specified for density, the full depth of the material shown on the plans shall be compacted to the extent necessary to remain firm and stable under construction equipment. After each section is completed, tests as necessary will be ordered by the Engineer. If the material fails to meet the density requirements, it shall be reworked as necessary to meet these requirements. Throughout this entire operation the shape of the course shall be maintained by blading, and the surface upon completion shall be smooth and in conformity with the typical section shown on the plans and to the established lines and grades. Should the material, due to any reason or cause, lose the required stability, density, and finish before the next course is placed or the work is accepted, it shall be reprocessed and refinished at the expense of the Contractor.

3.02 FINISHING, CURING, & PREPARATION FOR SURFACING

After the final layer of the lime treated subgrade, subbase or base has been compacted, it shall be brought to the required lines and grades in accordance with the typical sections. The completed section shall then be finished by rolling as directed with a pneumatic tire or other suitable roller sufficiently light to prevent hairline cracking. The completed section shall be moist-cured for minimum of 7 days before further courses are added or any traffic is permitted, unless otherwise directed by the Engineer. In cases where subgrade treatment or subbase sets up sufficiently to prevent objectionable damage from traffic, such layers may be opened to construction and/or access traffic, and covered by other courses, the day following compaction, unless otherwise directed by the Engineer. If the plans provide for the treated material to be sealed or covered by other courses of material, such seal or course shall be applied within 14 days after final mixing is completed, unless otherwise directed by the Engineer.

PART 4 MEASUREMENT AND PAYMENTS

Lime treatment of the subgrade, existing subbase, existing base, and salvage pavement and base shall be measured by the square yard to the lines shown on the typical sections.

When Type A Hydrated Lime is used, the quantity of lime shall be measured by the ton of 2,000 pounds, dry weight.

When Type B, Commercial Lime Slurry is used, the quantity of lime will be calculated from the required minimum percent solids based upon the use of Grade 1, Grade 2, or Grade 3 as follows:

Grade 1: The "Dry Solids Content" shall be at least 31% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 pounds based on the 31%, as delivered on the road.

Grade 2: The "Dry Solids Content" shall be at least 35% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 pounds based on the 35%, as delivered on the road.

Grade 3: The "Dry Solids Content" shall be at least 46% by weight of the slurry and the quantity of lime will be calculated by the tone of 2,000 pounds based on the 46%, as delivered on the road.

END OF SECTION

SECTION 32 01 00

PAVEMENT REPAIR AND RESURFACING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Repairing and resurfacing streets, highways, driveways, sidewalks, and other pavements that have been cut, broken, or otherwise damaged during construction.

1.02 DELETED

PART 2 PRODUCTS

2.01 MATERIALS

A. Subgrade:

1. Provide backfill material as required by applicable excavation and fill sections of Section 31 23 16.16 - Excavation & Backfill for Structures
2. Provide material for stabilization as required by applicable portions of Section 31 32 13.19 - Lime Treatment for Subgrade and Section 32 11 33 – Cement Treatment (Scarify Road-Mixed).

B. Base: Provide base material as required by applicable portions of Section 32 12 16 - Hot Mix Asphaltic Concrete and Section 32 11 23 - Crushed Limestone Flexible Base.

C. Pavement: Provide paving materials as required by applicable portions of Section 32 12 16 - Hot Mix Asphaltic Concrete, Section 32 13 13 - Concrete Paving and Section 32 16 00 - Concrete Curb and Gutter, Driveways, and Sidewalks.

PART 3 EXECUTION

3.01 PREPARATION

A. Conform to requirement of Section 02 41 00 - Demolition, for removals existing pavements and structures.

B. Saw cut pavement 18 inches wider than width of trench needed to install utilities unless otherwise indicated on Drawings.

C. Protect edges of existing pavement to remain from damage during removals, utility placement, backfill, and paving operations. For concrete pavement, leave and protect minimum of 18 inches of undisturbed subgrade on each side of trench to support replacement slab.

3.02 INSTALLATION

A. Parking Areas, Service Drives, Driveways, and Sidewalks: Replace with material equal to or better than existing or as indicated on Drawings. Conform to applicable requirements of sections referenced in Paragraph 2.01, Materials.

B. Street Pavements and Curbs, Curbs and Gutters: Replace subgrade, base, and surface course with like materials or as indicated on Drawings. Curbs and curbs and gutters shall match existing. Conform to requirements of sections referenced in Paragraph 2.01, Materials.

C. For concrete pavement, install size and length of reinforcing steel and pavement thickness indicated on Drawings. Place types and spacing of joints to match existing or as indicated on Drawings.

D. Where existing pavement consists of concrete pavement with asphaltic surfacing, resurface with minimum 2-inch depth asphaltic pavement.

E. Repair State highway crossings in accordance with TxDOT permit and within 1 week after utility work is installed.

3.03 WASTE MATERIAL DISPOSAL

A. Dispose of waste material in accordance with local and state laws and the responsibility of the Contractor.

3.04 PROTECTION

A. Maintain pavement in good condition until completion of the Work.

B. Replace damaged pavement.

END OF SECTION

Section 32 11 23

AGGREGATE BASE COURSES
(Crushed Limestone Flexible Base)

PART 1 GENERAL

1.01 DESCRIPTION

This item shall govern the materials, placement compaction of Crushed Limestone Base to the lines and grades that are shown on the construction drawings. Crushed Limestone Base thickness for various pavement types are shown on the plans.

1.02 MATERIAL

1. The flexible base shall be Type A Grade 1 by the Texas Department of Transportation "Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges 2014", Item 247. Meeting in the following requirement:

2. Triaxial Class 1: Min. compressive strength, 45 psi at 0 psi lateral pressure and 175 psi at 15 psi lateral pressure.

RETAINED ON SQUARE SIEVE NUMBER	PERCENT RETAINED
1-3/4" (44 mm)	0
7/8" (22.23 mm)	10-35
3/8" (9.5 mm)	30-50
NUMBER 4 (4.75 mm)	45-65
NUMBER 40 (0.425mm)	70-85

Material passing the Number 40 Sieve shall be known as "Binder Materials" and shall meet the following requirements:

Maximum Liquid Limits (L.L)	=	35
Maximum Plasticity Index (P.I.)	=	10
Wet Ball Mill (max)	=	40
California Bearing Ratio (min.)	=	100

All aggregate retained on the Number 10 Sieve shall be comprised of only crushed limestone.

The Contractor shall not place crushed limestone on the road bed until the Engineer has accepted the shaped and compacted subgrade.

The Contractor must maintain the roadbed free of holes, ruts and depressions and in condition to receive the crushed limestone.

The Contractor upon request shall provide certification that the material supplied meets the above requirements prior to delivery to the job site. Samples for testing of the material must be taken prior to the compaction operations.

1.03 CONSTRUCTION METHODS

The flexible base material shall be placed on the approved subgrade in courses not to exceed six (6) inches compacted depth. It shall be the responsibility of the contractor that the required amount of material be delivered and uniformly spread and shaped. All materials has been cut into the windrows, it shall be sprinkled, spread, shaped, and rolled in proper sequence to prevent segregation and as necessary for required compaction.

The surface on completion shall be smooth and in conformity with typical sections and to the established lines and grades. Any deviation in excess of 1/4 inch in cross-section and in length of 16 feet measured longitudinally shall be corrected.

Flexible base shall be compacted to an apparent dry density of not less than 98 percent of the maximum dry density as determined in accordance with A.S.T.M. Test method D698 (Standard Proctor). Tests for density will be made within 24 hours after compaction operations are completed. If the material fails to meet the density specified, it shall be reworked as necessary to meet the density required. Prior to placing any succeeding course of flexible base or surfacing on a previously completed course the density and moisture of the top three (3) inches of flexible base shall be checked and if the tests show the density to be more than 2 percent below the specified compaction and moisture content, it shall be reworked as necessary the density and moisture required.

The first density and depth test at a specific location will be made by commercial testing laboratory designated by the Owner and said tests shall be paid for the Owner. If the test fails, all other tests at the location shall be paid for by the Contractor, by deducting from the final payment.

END OF SECTION

Section 32 12 16

ASPHALTIC PAVING
(Hot Mix Asphaltic Concrete Pavement)

PART 1 GENERAL

1.01 DESCRIPTION

This item shall consist of a base course, a leveling-up course, a surface course, or any combination of these courses as shown on the plans, each to be composed of a compacted mixture of mineral aggregate and asphaltic material.

The pavement shall be constructed on the previously completed and approved subgrade, base, existing pavement, bituminous surface or in the case of a bridge, on the prepared floor slab, as herein specified and in accordance with the details shown on the plans.

1.02 MATERIAL

Hot Mix Asphaltic Concrete, Type "D" (Fine graded surface course) (Modified). The hot mix asphaltic concrete shall conform to the requirements of the Texas State Department of Highway & Special Provisions 340-115, with anti-stripping agent in accordance with Special Specifications Item 3373. The successful bidder shall submit an asphalt mix design within thirty (30) days prior to installation from a geotechnical laboratory demonstrating that the hot mix asphaltic concrete to be used meets these specifications. The asphalt to be used shall be A.C. 20. Special Modifications to Standard Specification Item 2\340, for this project are as follows:

1. Asphalt Content. Asphaltic Material (AC-20) shall form from 5.0 to 8.0 percent of the mixture by weight.

2. Retained Stability. The paving mixture shall have a retained stability of not less than 70 percent when tested in accordance with ASTM Standard Procedure D1075.

3. Hveem Stability. Hveem stability shall not be less than 30.

4. Aggregate retained on No. 10 Sieve shall be 100% Crushed Limestone.

Tack Coat. "Tack Coat" shall consist of an application of asphaltic material on the existing pavement in accordance with these specifications as directed by the Inspector. The asphalt material for tack coat shall meet the requirement for Cut-Back Asphalt, RC-250, Item 300, "Asphalt, Oils, and Emulsions" of the Texas Highway Department Standard Specifications 2014 Edition.

"Prime Coat" shall consist of an application of asphaltic material on the completed base course and/or other approved areas in accordance with these specifications as directed by the Inspector. The asphalt material for prime coat shall meet the requirement for Cut-Back Asphalt, MC-30, Item 300, "Asphalt, Oils, and Emulsions" of the Texas Highway Department Standard Specifications 2014 Edition.

1.03 CONSTRUCTION METHODS

For Hot Mix Asphaltic Concrete Pavement being placed on Flexible Base Material: When the area and/or base is satisfactory to receive the prime coat, the surface shall be cleaned by sweeping or other approved methods as directed by the Inspector. If directed by the Inspector, the surface shall be lightly sprinkled with water just prior to application of the asphaltic material. The asphaltic material shall be applied on the clean surface by an approved distributor at a rate of 0.2 gallons per square yard of surface, evenly, and smoothly, under a pressure necessary for proper distribution.

For Hot Mix Asphaltic Concrete Pavement being placed on Existing HMAC Material: When the existing pavement is satisfactory to receive the tack coat, the surface shall be cleaned by sweeping or other approved methods as directed by the Inspector. The asphaltic material shall be applied on the clean surface by an approved distributor at a rate not to exceed 0.11 or below 0.05 gallons per square yard of surface, evenly, and smoothly, under a pressure necessary for proper distribution.

During the application of Prime and Tack coat, care shall be taken to prevent splattering of adjacent curb and gutter or structures. Prime and Tack coat shall not be applied when the air temperature is below 60°F and falling, but may be applied when the air temperature is about 50°F and is rising; the air temperature being taken in the shade and away from artificial heat. Asphaltic material shall not be placed when general weather conditions, in the opinion of the Inspector, are not suitable.

Construction methods used in Hot Mix Asphaltic Concrete Pavement shall meet the requirements as set forth in Item 340 "Hot Mix Asphaltic Concrete Pavement" of the DHPT Standard Specification, with the following additions:

If the temperature of the asphaltic mixture of a load of any part of a load becomes less than 225°F or more than 350°F after being dumped from the mixer and prior to passing through the lay-down machine, all or any part of the load may be rejected.

1. Transporting Asphaltic Concrete. The asphaltic mixture, prepared as specified above, shall be hauled to the work in tight vehicles previously cleaned of all foreign material. The dispatching of the vehicles shall be arranged so that all material delivered may be places, and all rolling shall be completed during daylight hours. In cool weather or for long hauls, canvas covers and insulating of the truck bodies may be required. The inside of the truck body may be given a light coating of oil, lime slurry, or other material satisfactory to the Engineer, if necessary, to prevent mixture from adhering to the body.

2. Placing

   a. Generally, the asphaltic mixture shall be dumped and spread on the approved prepared surface with specified spreading and finishing machine, in such manner that when properly compact the finished pavement will be smooth, of uniform density and will meet the requirements of the typical cross sections and the surface tests. During the application of asphaltic material, care shall be taken to prevent splattering of adjacent pavement, curb, gutter and structures.

   b. In placing a level-up course with the spreading and finishing machine, binder twine or cord shall be set to line and grade established by the Engineer. If approved by the Engineer, level-up courses may be spread with a motor grader.

   c. When the asphaltic mixture is placed in a narrow strip along the edge of an existing pavement, or used to level up small areas of an existing pavement or placed in small irregular areas where the use of a finishing machine is not practical, the finishing machine may be eliminated when authorized by the Engineer, provided a satisfactory surface can be obtained by other approved methods.

   d. Flush Structures. Adjacent to flush curbs, gutters, liners, and structures, the surface shall be finished uniformly high so that when compacted it will be slightly above the edge of the curb or flush structure.

3. Conditions for Placement. The asphaltic mixture when placed with a spreading and finishing machine, shall not be placed when the air temperature is below 50°F and is falling, but it may be when the air temperature is above 50°F and is rising. The air temperature shall be taken in the shade away from artificial heat. It is further provided that the asphaltic mixture shall be placed only when the humidity, general weather conditions, and temperature and moisture conditions of the base, in the opinion of the Engineer, are suitable.

4. Compacting

   a. Rolling with the three wheel and tandem rollers shall start longitudinally at the sides and proceed toward the center of the pavement, overlapping on successive trips by at least half the width of the rear wheel unless otherwise directed by the Engineer. Alternative trips of the roller shall be slightly different in length. On super-elevated curves, rolling shall begin at the low side and progress toward the high side unless otherwise directed by the Engineer. Rolling with pneumatic-tire roller shall be done as needed. Rolling shall be continued until no further

compression can be obtained and all roller makers are eliminated. One tandem roller, one pneumatic-tire roller and at least one three wheel roller as specified above shall be provided for each job. If the Contractor elects, he may substitute the three axle tandem roller for the two axle tandem roller and/or the three when roller; but in no case shall less than three rollers be in use on each job. Additional rollers shall be provided if needed. The motion of the roller shall be slow enough at all times to avoid displacement of the mixture. If any displacement occurs, it shall be corrected at once by the use of rakes and of fresh mixtures when required. The roller shall not be allowed to stand on pavement which has not been fully compacted. To prevent adhesion of the surface mixture to the roller, the wheels shall be kept thoroughly moistened with water, but an excess of water will not be permitted. All rollers must be in good mechanical condition. Necessary precautions shall be taken to prevent the dropping of gasoline, oil, grease, or other foreign matter on the pavement, either when the rollers are in operation or when standing.

In lieu of the rolling equipment specified, the Contractor may, upon written permission from the Engineer, operate other compacting equipment that will produce equivalent relative compaction as the specified equipment. If the substituted compaction equipment fails to produce the desired compaction as would be expected of the specified equipment, as determined by the Engineer, its use shall be discontinued.

b. Hand Tamping. The edges of the pavement along curbs, headers, and similar structures, and all places not accessible to the roller, or in such positions as will not allow thorough compaction may be compacted using lightly oiled tamps.

5. Opening to Traffic. The pavement shall be opened to traffic when directed by the Engineer. The Contractor's attention is directed to the fact that all construction traffic allowed on pavement open to public will be subject to the laws governing traffic on Public Roads and Streets.

If the surface ravels or presents a rough appearance, it will be the Contractor's responsibility to correct this condition at his expense. A fog seal and/or sand seal will be applied.

6. Density Test. Acceptance Sampling and Testing of Hot Mix Asphaltic Concrete (Compaction):

Hot Mix Asphaltic Concrete will be accepted for density on a lot basis. A lot will consist of 500 feet of one paving street. One test shall be made for each lot.

Each lot of pavement will be accepted, with respect to density, when the average field density is equal to or greater than 92% of the average maximum theoretical density as determined in accordance with ASTM D2725, and when no individual determination is less than 90% of the average maximum theoretical density. Four field density determinations will be made for each lot. The number of tests will be determined by this specification or by request of the engineer. An asphalt sample specimen shall be provided to the testing laboratory for determining the maximum theoretical density. If heating is necessary, the specimen shall be heated to the lowest temperatures required for proper preparation of the sample.

TABLE 8
SLIDING SCALE PAY FACTORS
(DENSITY BASED ON PERCENT OF MAXIMUM THEORETICAL)

AVERAGE PERCENT DENSITY	RECOMMENDED PERCENT PAYMENT
92% or Above	100
90.0 - 91.9	90 **
Below 90.0	Reject ***

* Average of 4 samples

** If the Owner agrees to accept densities between 90.0-91.9% a seal coat will be required at the costs of the contractor.

*** If the Owner agrees to accept densities below 90.0%, the pay factor for density shall be 50%.

7. Surface Tests. Tests for conformity with the specified crowns and grade shall be made by the Contractor immediately after final rolling. Any variation exceeding the specified tolerances shall immediately be corrected by removing the defective work and replacing with new material, as directed by the Engineer. Any correction required shall be at the sole expense of the Contractor.

For surface course, the finished surface shall not very more than 1/4 inch (6.3mm), when tested with a 16 foot straightedge applied parallel with, or at right angles to, the centerline.

The finished surfaces of hot mix asphaltic concrete shall not vary from the gradeline, elevations and cross sections shown on the plans by more than 1/2 inch (12.7 mm). The Contractor shall correct pavement areas varying in excess of this amount by removing and replacing the defective work. Skin patching shall not be permitted for correction of low areas nor shall be permitted for correction of high areas.

8. Sampling Pavement. Samples for determination of thickness and density of completed pavements shall be obtained by the Owner. The size, number, and locations of the samples will be as directed by the Engineer.

   All tests necessary to determine conformance with the specified requirements will be performed without cost to the Contractor; however, any required retests shall be performed at the Contractor's cost.

   Upon delivery of the Hot Mix Asphaltic Concrete to the site, the Owner will hire a reputable commercial testing laboratory to sample the material and run laboratory tests to verify that the mixture conforms to project specifications (Gradation, Extraction, Hveem Stability and Retained Stability).

END OF SECTION

SECTION 32 16 00

CONCRETE CURBS, GUTTERS, DRIVEWAYS & SIDEWALKS

PART 1 GENERAL

1.01 DESCRIPTION

This guide specification covers the requirements for concrete sidewalks, driveways, and concrete curbs and gutters. Concrete shall be composed of portland cement concrete in accordance with the lines and grades established by the Engineer and in conformance with the details shown on the plans.

1.02 PRODUCTS

CONCRETE: Concrete shall conform to the details in the plans except as otherwise specified. Concrete shall have a minimum compressive strength of 3000 psi at 28 days. Maximum size of aggregate shall be 1-1/2 inches. In climates where freezing is not a factor but where air entrainment is used in local commercial practice to improve the workability and place ability of concrete, concrete having air content percent of 4-1/2 plus or minus 1-1/2 percent may be specified as Contractor's option to non air-entrained concrete. Mixtures may have air content by volume of concrete of 5 to 7 percent, based on measurements made immediately after discharge from the mixer. The desired slump will be inserted. Suggested limits are 3 inches plus or minus 1 inch for hand placed concrete or for slip formed concrete. The concrete slump shall be 3 inches where determined in accordance with ASTM C 143.

JOINT FILLER STRIPS & SEALANTS: Contraction joint filler for curb and gutter shall consist of hard-pressed fiberboard. Joint sealant, cold-applied shall be a rubberized asphalt sealant or equal approved by the engineer.

1.03 CONSTRUCTION METHODS

Placing During Warm Weather: The temperature of the concrete as placed shall not exceed 100 degrees F except where an approved retarder is used. The mixing water and/or aggregates shall be cooled, if necessary, to maintain a satisfactory placing temperature. In no case shall the placing air temperature exceed 103 degrees F.

FORM WORK: Form work shall be designed and constructed to insure that the finished concrete will conform accurately to the indicated dimensions, lines, and elevations, and within the tolerances specified. Forms shall be of wood or steel, straight, of sufficient strength to resist springing during depositing and consolidating concrete. Wood forms shall be surfaced plank, 2-inch nominal thickness, straight and free from warp, twist, loose knots, splits or other defects. Wood forms shall have a nominal length of 10 -12 feet. Radius bends may be formed with 3/4-inch boards, laminated to the required thickness. Steel forms shall be channel-formed sections with a flat top surface and with welded braces at each end and at not less than two intermediate points. Ends of steel forms shall be interlocking and self-aligning. Steel forms shall include flexible forms for radius forming, corner forms, form spreaders, and fillers. Steel forms shall have a **nominal** length of 10 feet with a

minimum of two welded stake pockets per form. Stake pins shall be solid steel rods with chamfered heads and pointed tips designed for use with steel forms.

FORM SETTING: Forms shall be carefully set to the indicated alignment, grade and dimensions. Forms shall be held rigidly in place by a minimum of three stakes per form placed at intervals not to exceed 4 feet. Corners, deep sections, and radius bends shall have additional stakes and braces, as required. Clamps, spreaders, and braces shall be used where required to insure rigidity in the forms. Forms shall be removed without injuring the concrete. Bars or heavy tools shall not be used against the concrete in removing the forms. Any concrete found defective after form removal shall be promptly and satisfactorily repaired. Forms shall be cleaned and coated with form oil each time before concrete is placed. Wood forms may, instead, be thoroughly wetted with water before concrete is placed, except that with probable freezing temperatures, oiling is mandatory. Forms for sidewalks shall be set with the upper edge true to line and grade with an allowable tolerance of 1/8 inch in any 10-foot long section. After forms are set, grade and alignment shall be checked with a 10-foot straightedge. Forms shall have a transverse slope [as indicated] 1/4-inch per foot with the low side adjacent to the roadway. Side forms shall not be removed for 18 hours after finishing has been completed.

CONCRETE PLACEMENT AND FINISHING: Concrete shall be placed in the forms in one layer of such thickness that when consolidated and finished the sidewalks will be of the thickness indicated. After concrete has been placed in the forms, a strike-off guided by side forms shall be used to bring the surface to proper section to be compacted. The concrete shall be consolidated with an approved vibrator, and the surface shall be finished to grade with a wood float, bull float, or darby, edged and broom finished. After straight edging, when most of the water sheen has disappeared, and just before the concrete hardens, the surface shall be finished to a smooth and uniformly fine granular or sandy texture free of waves, irregularities, or tool marks. A scored surface shall be produced by brooming with a fiber-bristle brush in a direction transverse to that of the traffic. All slab edges, including those at formed joints, shall be finished carefully with an edger having a radius of 1/8 inch. Transverse joint shall be edged before brooming, and the brooming shall eliminate the flat surface left by the surface face of the edger. Corners and edges which have crumbled and areas which lack sufficient mortar for proper finishing shall be cleaned and filled solidly with a properly proportioned mortar mixture and then finished. **All slab edges, including those at formed joints, shall be sealed with a rubberized asphalt sealant to control water damage to the subgrade and control of weed and grass growth in the edges and joints.**

Tolerances: Finished surfaces shall not vary more than 1/4 inch from the testing edge of a 10-foot straightedge. Permissible deficiency in section thickness will be up to 1/4 inch.

Expansion Joints: The Expansion joints shall be formed in the fresh concrete by cutting a groove in the top portion of the slab to a depth of at least one-fourth of the sidewalk slab thickness, using a jointer to cut the groove, or by sawing a groove in the hardened concrete with a power-driven saw, unless otherwise approved. Sawed joints shall be constructed by sawing a groove in the concrete with a 1/8-inch blade to the depth indicated. Isolation-joint filler will be required between curbs

that abut the sidewalk longitudinally. Joint filler in expansion joints surrounding structures and features within the sidewalk may consist of performed filler material conforming to ASTM D 1752 or building paper. Isolation joints shall be formed with 3/4 inch fiber board with 3/4 inch joint tack strips. At the end of the curing period, expansion joints shall be carefully cleaned and filled with joint sealer.

CURING AND PROTECTION: Concrete shall be protected against loss of moisture and rapid temperature changes for at least 7 days from the beginning of the curing operation. Unhardened concrete shall be protected from rain and flowing water. All equipment needed for adequate curing and protection of the concrete shall be on hand and ready for use before actual concrete placement begins. Protection shall be provided as necessary to prevent cracking of the pavement due to temperature changes during the curing period.

Protection: Completed concrete shall be protected from damage until accepted. The Contractor shall repair damaged concrete and clean concrete discolored during construction. Concrete that is damaged shall be removed and reconstructed for the entire length between regularly scheduled joints. Refinishing the damaged portion will not be acceptable. Removed damaged portions shall be disposed of as directed.

FIELD QUALITY CONTROL: The Contractor shall perform the inspection and tests described and meet the specified requirements for inspection details and frequency of testing. Based upon the results of these inspections and tests, the Contractor shall take the action and submit reports as required below, and any additional tests to insure that the requirements of these specifications are met.

Strength Testing: The Contractor shall provide molded concrete specimens for strength tests. Samples of concrete placed each day shall be taken not less than once a day nor less than once for every 150 cubic yards of concrete. The samples for strength tests shall be taken in accordance with ASTM C 172. Cylinders for acceptance shall be molded in conformance with ASTM C 31 by an approved testing laboratory. Each strength test result shall be the average of two test cylinders from the same concrete sample tested at 28 days, unless otherwise specified or approved. At least one concrete cylinder should be made to determine an early 7 day strength so further construction can be conducted. Concrete specified on the basis of compressive strength will be considered satisfactory if the averages of all sets of three consecutive strength test results equal or exceed the specified strength, and no individual strength test result falls below the specified strength by more than 500 psi.

Slump Test: One slump tests shall be made on randomly selected batches of each class of concrete for every 150 cubic yards, or fraction thereof, of concrete placed during each shift. All slump tests are to be done on the middle third of the concrete within the concrete truck. Additional tests will be performed when excessive variation in the workability of the concrete is noted or when excessive crumbling or slumping is noticed along the edges of slip-formed concrete. Additional tests can be requested by the engineer or the testing laboratory at any time of the concrete job.

Surface Evaluation: The finished surface of each category of the completed work shall be uniform in color and free of blemishes and form or tool marks. Exposed surfaces of the finished work will be inspected by the Engineer and any deficiencies in appearance will be identified. Areas which exhibit excessive cracking, discoloration, form marks, or tool marks or which are otherwise inconsistent with the overall appearances of the work shall be removed and replaced.

END OF SECTION

SECTION 33 01 10.58

DISINFECTION OF WATER LINES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Disinfection of potable water lines.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. No separate payment will be made for disinfection of water lines under this Section. Include cost in unit price of water lines being disinfected.

1.03 REFERENCES

A. AWWA C 651 - Disinfecting Water Mains.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.01 CONDUCTING DISINFECTION

A. Water lines constructed shall be promptly disinfected before any tests are conducted on water lines and before water lines are connected to the Utility Owner's water distribution system.

B. Water for disinfection and flushing will be furnished by the Utility Owner without charge.

C. Unless otherwise provided in Contract Documents, the Contractor will conduct disinfection operations.

D. Coordinate chlorination operations through the Utility Owner.

3.02 PREPARATION

A. Use required temporary blind flanges, cast-iron sleeves, plugs, and other items needed to facilitate disinfection of new mains prior to connection to the Utility Owner's water distribution system. Normally, each valved section of water line requires two each 3/4-inch taps. A 2-inch minimum blow-off is required for water lines up to and including 6-inch diameter.

B. Fire hydrants shall be used as blow-offs to flush newly constructed water lines 8-inch diameter and above. Where fire hydrants are not available on water lines, locations and designs for blow-offs shall be as indicated on Drawings. Install temporary blow-off valves and remove promptly upon successful completion of disinfection and testing.

C. Slowly fill each section of pipe with water in a manner approved by the Utility Owner. Average water velocity when filling pipeline should be less than one foot per second and shall not, under any circumstance, exceed 2 feet per second. Before beginning disinfection operations, expel air from pipeline.

D. Excavations shall be backfilled immediately after installation of risers or blow-offs.

E. Install blow-off valves at end of main to facilitate flushing of dead-end water mains. Install permanent blow-off valves according to Drawings.

3.03 DISINFECTION BY UTILITY PERSONNEL

A. Correct problems that may prevent disinfection operations prior to performing disinfection work. When disinfection work cannot be performed due to covered up valves, missing valve stacks, inoperative fire hydrants or other nonconforming construction, a charge will be levied against Contractor for each trip made by the Utility Owner.

B. Notify and coordinate with the Utility Owner a minimum of 48 hours before disinfection work is to be performed. Assist the Utility personnel during disinfection operations.

3.04 DISINFECTION BY CONTRACTOR

A. The following procedure will be used when disinfection by Contractor is required by Contract Documents:

1. Use not less than 100 parts of chlorine per million parts of water.

2. Introduce chlorinating material to water lines in accordance with AWWA C 651.

3. After contact period of not less than 24 hours, flush system with clean water until residual chlorine is no greater than 1.0 part per million parts of water.

4. Open and close valves in lines being sanitized several times during contact period.

5. If a chemical compound is used for a sterilizing agent, it shall be placed in pipes as directed by the Utility Owner.

3.05 BACTERIOLOGICAL TESTING

A. After disinfection and flushing of water lines, bacteriological tests will be performed by the Utility or testing laboratory in accordance with Section 01 45 29 - Testing Laboratory Services. If test

results indicate need for additional disinfection of water lines based upon Texas Department of Health requirements, assist the Utility with additional disinfection operations.

3.06 COMPLETION

A. Upon completion of disinfection and testing, remove risers except those approved for use in subsequent hydrostatic testing, and backfill excavation promptly.

END OF SECTION

SECTION 33 05 05.31

HYDROSTATIC TESTING OF PIPELINES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Field hydrostatic testing of newly installed water pipelines.

B. Specifications identify requirements for both small-diameter (less than or equal to 20 inches) water mains and large-diameter (greater than 20 inches) water mains. When specifications for large-diameter water mains differ from those for small- diameter water mains, paragraphs for large-diameter mains will govern for large-diameter pipe.

1.02 MEASUREMENT AND PAYMENT

A. No payment will be made for hydrostatic testing of pipelines under this Section. Include cost in unit price of pipelines being tested.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.01 PREPARATION

A. Disinfect water system pipelines prior to hydrostatic testing.

B. Hydrostatically test newly installed water pipelines after disinfection, if required, and before connecting to Owner's water distribution system.

C. Water for testing will be charged to Contractor in accordance with the Owner's Rules. Prior to hydrostatic testing, Contractor's meter shall be tested and approved by the Owner.

D. For large-diameter water mains, test pipelines in lengths between valves, or plugs, of not more than 4400 feet.

E. Small-diameter pipelines shall be tested in lengths between valves, or plugs, of not more than 2800 feet.

F. Conduct hydrostatic tests in presence of a representative from the Owner.

3.02 TEST PROCEDURES

A. Furnish, install, and operate connections, pump, meter and gages necessary for hydrostatic testing.

B. Allow pipeline to sit a minimum of 24 hours from time it is initially disinfected until testing begins, to allow pipe wall or lining material to absorb water. Periods of up to 7 days may be required for mortar lining to become saturated.

C. For small-diameter pipelines, expel air and apply a minimum test pressure of 150 psi. For large-diameter water mains, expel air and apply a minimum test pressure of 150 psi.

D. Begin test by 4:00 p.m. unless otherwise approved by the Owner. Maintain test pressure until 8 a.m. the following morning. If a large quantity of water is required to maintain pressure during test, testing shall be discontinued until cause of water loss is identified and corrected.

E. Keep valves inside pressure reducing stations closed during hydrostatic pressure test.

3.03 ALLOWABLE LEAKAGE FOR WATER MAINS

A. During hydrostatic tests, no leakage will be allowed for sections of water mains consisting of welded joints.

B. Maximum Pressure Loss: A maximum of 5-psi pressure loss over a 16-hour period is allowed. If this pressure requirement is failed 3 (three) times, use the AWWA Standard C600 Section 4 "Hydrostatic Testing" latest revision.

3.04 CORRECTION FOR FAILED TESTS

A. Repair joints showing visible leaks on surface regardless of total leakage shown on test. Check valves and fittings to ensure that no leakage occurs that could affect or invalidate test. Remove any cracked or defective pipes, fittings, and valves discovered during pressure test and replace with new items.

B. The Owner may require failed lines to be disinfected after repair and prior to retesting. Conduct and pay for subsequent disinfection operations in accordance with requirements of Section 33 13 00 - Disinfection of Water Lines. Contractor shall pay for water required for additional disinfection and retesting.

C. Repeat test until satisfactory results are obtained.

3.05 COMPLETION

A. Upon satisfactory completion of testing, remove risers remaining from disinfection and hydrostatic testing, and backfill excavation promptly.

END OF SECTION

SECTION 33 05 16
CONCRETE FOR UTILITY CONSTRUCTION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Cast-in-place concrete work for utility construction or rehabilitation, such as slabs on grade, small vaults, site-cast bases for precast units, and in-place liners for manhole rehabilitation.

1.02 DELETED

1.03 REFERENCES

A. ACI 117 - Standard Tolerances for Concrete Construction and Materials.

B. ACI 211.1 - Standard Practice for Selecting Proportions for Normal, Heavyweight and Mass Concrete.

C. ACI 302.1R - Guide for Concrete Floor and Slab Construction.

D. ACI 304R - Guide for Measuring, Mixing, Transporting, and Placing Concrete.

E. ACI 308 - Standard Practice for Curing Concrete.

F. ACI 309R - Guide for Consolidation of Concrete.

G. ACI 311 - Batch Plant Inspection and Field Testing of Ready Mixed Concrete.

H. ACI 315 - Manual of Standard Practice for Detailing Reinforced Concrete Structures.

I. ACI 318 - Building Code Requirements for Reinforced Concrete.

J. ACI 544 - Guide for Specifying, Mixing, Placing, and Finishing Steel Fiber Reinforced Concrete.

K. ASTM A 82 - Standard Specification for Steel Wire, Plain, for Concrete Reinforcement.

L. ASTM A 185 - Standard Specification for Steel Welded Wire Fabric, Plain, for Concrete Reinforcement.

M. ASTM A 615 - Standard Specification for Deformed and Plain Billet Steel Bars for Concrete Reinforcement.

N. ASTM A 767 - Standard Specifications for Zinc-coated (Galvanized) Bars for Concrete Reinforcement.

O. ASTM A 775 - Standard Specification for Epoxy-Coated Reinforcing Steel Bars.

P. ASTM A 820 - Steel Fibers for Fiber Reinforced Concrete.

Q. ASTM A 884 - Specification for Epoxy-coated Steel Wire and Welded Wire Fabric for Reinforcement.

R. ASTM C 31 - Standard Practice for Making and Curing Concrete Test Specimens in the Field.

S. ASTM C 33 - Standard Specification for Concrete Aggregates.

T. ASTM C 39 - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.

U. ASTM C 42 - Standard Method of Obtaining and Testing Drilled Cores and Sawed Beams of Concrete.
V. ASTM C 94 - Standard Specification for Ready Mixed Concrete.
W. ASTM C 138 - Standard Test Method for Unit Weight Yield and Air Content (Gravimetric) of Concrete.
X. ASTM C 143 - Standard Test Method for Slump of Hydraulic Cement Concrete.
Y. ASTM C 150 - Standard Specification for Portland Cement.
Z. ASTM C 172 - Standard Practice for Sampling Freshly Mixed Concrete.
AA. ASTM C 173 - Standard Test Method for Air Content of Freshly Mixed Concrete by Volumetric Method.
AB. ASTM C 231 - Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method.
AC. ASTM C 260 - Standard Specification for Air Entraining Admixtures for Concrete.

AD. ASTM C 309 - Standard Specifications for Liquid Membrane-Forming Compounds for Curing Concrete.
AE. ASTM C 494 - Standard Specification for Chemical Admixtures for Concrete.
AF. ASTM C 595 - Standard Specification for Blended Hydraulic Cements.
AG. ASTM C 685 - Standard Specification for Concrete Made by Volumetric Batching and Continuous Mixing.
AH. ASTM C 1017 - Chemical Admixtures for Use in Producing Flowing Concrete.
AI. ASTM C 1064 - Standard Test Method for Temperature of Freshly Mixed Portland Cement Concrete.
AJ. ASTM C 1077 - Standard Practice for Laboratory Testing of Concrete and Concrete Aggregate for Use in Construction and Criteria for Laboratory Evaluation.
AK. ASTM D 638 - Test Method for Tensile Properties of Plastics.
AL. ASTM D 746 - Test Method for Brittleness Temperature of Plastics and Elastomers by Impact.
AM. ASTM D 747 - Test Method for Apparent Bending Modulus of Plastics by Means of a Cantilever Beam.
AN. CRSI MSP-1 - Manual of Standard Practice.
AO. CRSI - Placing Reinforcing Bars.
AP. Federal Specification SS-S-210A - Sealing Compound, Preformed Plastic, for Expansion Joints and Pipe Joints
AQ. NRMCA - Concrete Plant Standards.

1.04 SUBMITTALS

A. Conform to Section 01 33 00 - Submittal Procedures.

B. Submit proposed mix design and test data for each type and strength of concrete in the Work.

C. Submit laboratory reports prepared by an independent testing laboratory stating that materials used comply with requirements of this Section.

D. Submit manufacturer's mill certificates for reinforcing steel. Provide specimens for testing when required by the Engineer.

E. Submit certification from concrete supplier that materials and equipment used to produce and deliver concrete comply with this Specification.

F. When required on Drawings, submit shop drawings showing reinforcement type, quantity, size, length, location, spacing, bending, splicing, support, fabrication details, and other pertinent information.

G. For waterstops, submit product information sufficient to indicate compliance with this Section, including manufacturer's descriptive literature and specifications.

1.05 HANDLING AND STORAGE

A. Cement: Store cement off of the ground in a well ventilated, weatherproof building.

B. Aggregate: Prevent mixture of foreign materials with aggregate and preserve gradation of aggregate.

C. Reinforcing Steel: Store reinforcing steel to protect it from mechanical injury and formation of rust. Protect epoxy-coated steel from damage to the coating.

PART 2 PRODUCTS

2.01 CONCRETE MATERIALS

A. Cementitious Material:

1. Portland Cement: ASTM C 150, Type II, unless the use of Type III is authorized by the Engineer; or ASTM C 595, Type IP. For concrete in contact with sewage use Type II cement.
2. When aggregates are potentially reactive with alkalis in cement, use cement not exceeding 0.6 percent alkali content in the form of $Na_2O + 0.658K_2O$.

B. Water: Clean, free from harmful amounts of oils, acids, alkalis, or other deleterious substances, and meeting requirements of ASTM C 94.

C. Aggregate:

1. Coarse Aggregate: ASTM C 33. Unless otherwise indicated, use the following ASTM standard sizes: No. 357 or No. 467; No. 57 or No. 67, No. 7. Maximum size: Not larger than 1/5 of the narrowest dimension between sides of forms, nor larger than 3/4 of minimum clear spacing between reinforcing bars.
2. Fine Aggregate: ASTM C 33.

3. Determine the potential reactivity of fine and coarse aggregate in accordance with the Appendix to ASTM C 33.

D. Air Entraining Admixtures: ASTM C 260.

E. Chemical Admixtures:

1. Water Reducers: ASTM C 494, Type A.
2. Water Reducing Retarders: ASTM 494, Type D.
3. High Range Water Reducers (Superplasticizers): ASTM C 494, Types F and G.

F. Prohibited Admixtures: Admixtures containing calcium chloride, thiocyanate, or materials that contribute free chloride ions in excess of 0.1 percent by weight of cement.

G. Reinforcing Steel:

1. Use new billet steel bars conforming to ASTM A 615, ASTM A 767, or ASTM A 775, grade 40 or grade 60, as shown on Drawings. Use deformed bars except where smooth bars are specified. When placed in work, keep steel free of dirt, scale, loose or flaky rust, paint, oil or other harmful materials.
2. Where shown, use welded wire fabric with wire conforming to ASTM A 185 or ASTM A 884. Supply the gauge and spacing shown, with longitudinal and transverse wires electrically welded together at points of intersection with welds strong enough not to be broken during handling or placing.
3. Wire: ASTM A 82. Use 16-1/2 gauge minimum for tie wire, unless otherwise indicated.

H. Fiber:

1. Fibrillated Polypropylene Fiber:
   a. Addition Rate: 1.5 pounds of fiber per cubic yard of concrete.
   b. Physical Properties:
      1) Material: Polypropylene.
      2) Length: 1/2 inch or graded
      3) Specific Gravity: 0.9l.
   c. Acceptable Manufacturer: W. R. Grace Company, Fibermesh, or approved equal.
2. Steel Fiber: Comply with applicable provisions of ACI 544 and ASTM A 820.
   a. Ratio: 50 to 200 pounds of fiber per cubic yard of concrete.
   b. Physical Properties
      1) Material: Steel.
      2) Aspect Ratio (for fiber lengths of 0.5 to 2.5 inch, length divided by diameter or equivalent diameter): 30:1 to 100:1.
      3) Specific Gravity: 7.8.
      4) Tensile Strength: 40-400 ksi.
      5) Young's Modulus: 29,000 ksi.
      6) Minimum Average Tensile Strength: 50,000 psi.

7) Bending Requirements: Withstand bending around 0.125-inch diameter mandrel to an angle of 90 degrees, at temperatures not less than 60 degrees F, without breaking.

I. Curing Compounds: Type 2 white pigmented liquid membrane-forming compounds conforming to ASTM C 309.

2.02 FORMWORK MATERIALS

A. Lumber and Plywood: Seasoned and of good quality, free from loose or unsound knots, knot holes, twists, shakes, decay and other imperfections which would affect strength or impair the finished surface of concrete. Use S4S lumber for facing or sheathing. Forms for bottoms of caps: At least 2 inch (nominal) lumber, or 3/4 inch form plywood backed adequately to prevent misalignment. For general use, provide lumber of 1 inch nominal thickness or form plywood of approved thickness.

B. Formwork for Exposed Concrete Indicated to Receive Rubbed Finish: Form or form lining surfaces free of irregularities; plywood of 1/4 inch minimum thickness, preferably oiled at the mill.

C. Chamfer Strips and Similar Moldings: Redwood, cypress, or pine that will not split when nailed and which can be maintained to true line. Use mill cut molding dressed on all faces.

D. Form Ties: Metal or fiberglass of approved type with tie holes not larger than 7/8 inch in diameter. Do not use wire ties or snap ties.

E. Metal Forms: Clean and in good condition, free from dents and rust, grease, or other foreign materials that tend to disfigure or discolor concrete in a gauge and condition capable of supporting concrete and construction loads without significant distortion. Countersink bolt and rivet heads on facing sides. Use only metal forms which present a smooth surface and which line up properly.

2.03 PRODUCTION METHODS

A. Use either ready-mixed concrete conforming to requirements of ASTM C 94, or concrete produced by volumetric batching and continuous mixing in accordance with ASTM C 685.

2.04 MEASUREMENT OF MATERIALS

A. Measure dry materials by weight, except volumetric proportioning may be used when concrete is batched and mixed in accordance with ASTM C 685.

B. Measure water and liquid admixtures by volume.

2.05 DESIGN MIX

A. Use design mixes prepared by a certified testing laboratory in accordance with ASTM C 1077 and conforming to requirements of this section.

B. Proportion concrete materials based on ACI 211.1 to comply with durability and strength requirements of ACI 318, Chapters 4 and 5, and this specification. Prepare mix design of Class A concrete so minimum cementitious content is 564 pounds per cubic yard. Submit concrete mix designs to the Engineer for review.

C. Proportioning on the basis of field experience or trial mixtures in accordance with requirements at Section 5.3 of ACI 318 may be used, if approved by the Engineer.

D. Classification:

CLASS	TYPE	MINIMUM COMPRESSIVE STRENGTH (LBS/SQ. IN.)		MAXIMUM W/C RATIO	AIR CONTENT (PERCENT)	CONSISTENCY RANGE IN SLUMP (INCHES)
		7-DAY	28-DAY			
A	Structural	3200	4000	0.45	4± 1	2 to 4*
B	Pipe Block Fill, Thrust Block	2400	3000	----	4± 1	5 to 7
*When ASTM C 494, Type F or Type G admixture is used to increase workability, this range may be 6 to 9.						

E. Add steel or polypropylene fibers only when called for on the Drawings or in another section of these Specifications.

F. Determine air content in accordance with ASTM C 138, ASTM C 173 or ASTM C 231.

G. Use of Concrete Classes: Use classes of concrete as indicated on the Drawings and other Specifications. Use Class B for non-reinforced concrete used for plugging pipes, seal slabs, thrust blocks, trench dams, and concrete fill unless indicated otherwise. Use Class A for all other applications.

2.06 PVC WATERSTOPS

A. Extrude from virgin polyvinyl chloride elastomer. Use no reclaimed or scrap material. Submit waterstop manufacturer's current test reports and manufacturer's written certification that the material furnished meets or exceeds Corps of Engineers Specification CRD-C572 and other specified requirements.

B. Flat Strip and Center-Bulb Waterstops:

1. Thickness: not less than 3/8 inch
2. Acceptable Manufacturers:
   a. Kirkhill Rubber Co., Brea, California
   b. Water Seals, Inc., Chicago, Illinois
   c. Progress Unlimited, Inc., New York, New York
   d. Greenstreak Plastic Products Co., St. Louis, Missouri
   e. Approved equal.

2.07 RESILIENT WATERSTOP

A. Resilient Waterstop: Where shown on the Drawings; either a bentonite- or adhesive-type material.

B. Bentonite Waterstop:

1. Material: 75 percent bentonite, mixed with butyl rubber-hydrocarbon containing less than 1.0 percent volatile matter, and free of asbestos fibers or asphaltics.
2. Manufacturer's rated temperature ranges: For application, 5 to 125 degrees F; in service, -40 to 212 degrees F.
3. Cross-sectional dimensions, unexpanded waterstop: 1 inch by 3/4 inch.
4. Provide with adhesive backing capable of producing excellent adhesion to concrete surfaces.

C. Adhesive Waterstop:

1. Preformed plastic adhesive waterstop at least 2 inches in diameter.
2. Meets or exceeds requirements of Federal Specification SS S-210A.
3. Supplied wrapped completely by a 2-part protective paper.
4. Submit independent laboratory tests verifying that the material seals joints in concrete against leakage when subjected to a minimum of 30 psi water pressure for at least 72 hours.
5. Provide primer, to be used on hardened concrete surfaces, from the same manufacturer who supplies the waterstop material.
6. Acceptable Manufacturer: Synko-Flex Preformed Plastic Adhesive Waterstop, Synko-Flex Products, Inc.; or approved equal.

PART 3 EXECUTION

3.01 FORMS AND SHORING

A. Provide mortar tight forms sufficient in strength to prevent bulging between supports. Set and maintain forms to lines designated such that finished dimensions of structures are within the tolerances specified in ACI 117. Construct forms to permit removal without damage to concrete. Forms may be given slight draft to permit ease of removal. Provide adequate cleanout openings. Before placing concrete, remove extraneous matter from within forms.

B. Install rigid shoring having no excessive settlement or deformation. Use sound timber in shoring centering. Shim to adjust and tighten shoring with hardwood timber wedges.

C. Design Loads for Horizontal Surfaces of Forms and Shoring: Minimum fluid pressure, 175 pounds per cubic foot; live load, 50 pounds per square foot. Maximum unit stresses: 125 percent of allowable stresses used for form materials and for design of support structures.

D. Back formwork with a sufficient number of studs and wales to prevent deflection.

E. Re oil or lacquer the liner on the job before using. Facing may be constructed of 3/4 inch plywood made with waterproof adhesive backed by adequate studs and wales. In such cases, form lining will not be required.

F. Unless otherwise indicated, form outside corners and edges with triangular 3/4-inch chamfer strips (measured on sides).

G. Remove metal form ties to depth of at least 3/4 inch from surface of concrete. Do not burn off ties. Do not use pipe spreaders. Remove spreaders which are separate from forms as concrete is being placed.

H. Treat facing of forms with approved form coating before concrete is placed. When directed by Engineer, treat both sides of face forms with coating. Apply coating before reinforcement is placed. Immediately before the concrete is placed, wet surface of forms which will come in contact with concrete.

3.02 PLACING REINFORCEMENT

A. Place reinforcing steel accurately in accordance with approved Drawings. Secure steel adequately in position in forms to prevent misalignment. Maintain reinforcing steel in place using approved concrete and hot dip galvanized metal chairs and spacers. Place reinforcing steel in accordance with CRSI Publication "Placing Reinforcing Bars." Request inspection of reinforcing steel by the inspector and obtain acceptance before concrete is placed.

B. Minimum spacing center to center of parallel bars: 2 1/2 times nominal bar diameter. Minimum cover measured from surface of concrete to face of reinforcing bar unless shown otherwise on the Drawings: 3 inches for surfaces cast against soil or subgrade, 2 inches for other surfaces.

C. Detail bars in accordance with ACI 315. Fabricate reinforcing steel in accordance with CRSI Publication MSP-1, "Manual of Standard Practice." Bend reinforcing steel to required shape while steel is cold. Excessive irregularities in bending will be cause for rejection.

D. Do not splice bars without written approval of the Engineer. Approved bar bending schedules or placing drawings constitute written approval. Splice and development length of bars shall conform to ACI 318, Chapters 7 and 12, and as shown on Drawings. Stagger splices or locate at points of low tensile stress.

3.03 EMBEDDED ITEMS

A. Install conduit and piping as shown on Drawings. Accurately locate and securely fasten conduit, piping, and other embedded items in forms.

B. Install waterstops as specified in other sections and according to manufacturer's instructions. Securely position waterstops at joints as indicated on Drawings. Protect waterstops from damage or displacement during concrete placing operations.

3.04 BATCHING, MIXING AND DELIVERY OF CONCRETE

A. Measure, batch, mix, and deliver ready-mixed concrete in accordance with ASTM C 94, Sections 8 through 11. Produce ready-mixed concrete using an automatic batching system as described in NRMCA Concrete Plant Standards, Part 2 - Plant Control Systems.

B. Measure, mix and deliver concrete produced by volumetric batching and continuous mixing in accordance with ASTM C 685, Sections 6 though 8.

C. Maintain concrete workability without segregation of material and excessive bleeding. Obtain approval of the Engineer before adjustment and change of mix proportions.

D. Ready-mixed concrete delivered to the site shall be accompanied by batch tickets providing the information required by ASTM C 94, Section 16. Concrete produced by continuous mixing shall be accompanied by batch tickets providing the information required by ASTM C 685, Section 14.

E. When adverse weather conditions affect quality of concrete, postpone concrete placement. Do not mix concrete when air temperature is at or below 40 degrees F and falling. Concrete may be mixed when temperature is 35 degrees F and rising. Take temperature readings in the shade, away from artificial heat. Protect concrete from temperatures below 32 degrees F until the concrete has cured for a minimum of 3 days at 70 degrees F or 5 days at 50 degrees F.

F. Clean, maintain and operate equipment so that it thoroughly mixes material as required.

G. Hand-mix only when approved by the Engineer.

3.05 PLACING CONCRETE

A. Give sufficient advance notice to the Engineer (at least 24 hours prior to commencement of operations) to permit inspection of forms, reinforcing steel, embedded items and other preparations for placing concrete. Place no concrete prior to the Engineer's approval.

B. Schedule concrete placing to permit completion of finishing operations in daylight hours. However, if necessary to continue after daylight hours, light the site as required. If rainfall occurs after placing operations are started, provide covering to protect the work.

C. Use troughs, pipes and chutes lined with approved metal or synthetic material in placing concrete so that concrete ingredients are not separated. Keep chutes, troughs and pipes clean and free from coatings of hardened concrete. Allow no aluminum material to be in contact with concrete.

D. Limit free fall of concrete to 4 feet. Do not deposit large quantities of concrete at one location so that running or working concrete along forms is required. Do not jar forms after concrete has taken an initial set; do not place any strain on projecting reinforcement or anchor bolts.

E. Use tremies for placing concrete in walls and similar narrow or restricted locations. Use tremies made in sections, or provide in several lengths, so that outlet may be adjusted to proper height during placing operations.

F. Place concrete in continuous horizontal layers approximately 12 inches thick. Place each layer while layer below is still plastic.

G. Compact each layer of concrete with concrete spading implements and mechanical vibrators of approved type and adequate number for the size of placement. When immersion vibrators cannot be used, use form vibrators. Apply vibrators to concrete immediately after depositing. Move the vibrator vertically through the layer of concrete just placed and several inches into plastic layer below. Do not penetrate or disturb layers previously placed which have partially set. Do not use vibrators to aid lateral flow concrete. Closely supervise consolidation to ensure uniform insertion and duration of immersion.

H. Handling and Placing Concrete: Conform to ACI 302.1R, ACI 304R and ACI 309R.

3.06 WATERSTOPS

A. Embed waterstops in concrete across joints as shown. Waterstops shall be continuous for the extent of the joint; make splices necessary to provide such continuity in accordance with manufacturer's instructions. Support and protect waterstops during construction operations; repair or replace waterstops damaged during construction.

B. Install waterstops in concrete on one side of joints, leaving other side exposed until the next pour. When a waterstop will remain exposed for 2 days or more, shade and protect the exposed waterstop from direct rays of the sun during the entire exposure and until the exposed portion of the waterstop is embedded in concrete.

C. Splicing PVC Waterstops:

1. Splice waterstops by heat-sealing adjacent waterstop sections in accordance with the manufacturer's printed instructions.
2. Butt end-to-end joints of two identical waterstop sections may be made in the forms during placement of waterstop material.
3. Prior to placement in formwork, prefabricate waterstop joints involving more than two ends to be joined together, an angle cut, an alignment change, or the joining of two dissimilar waterstop sections, allowing not less than 24-inch long strips of waterstop material beyond the joint. Upon inspection and approval by the Engineer, install prefabricated waterstop joint assemblies in formwork, and butt-weld ends of the 24-inch strips to the straight-run portions of waterstop in the forms.

D. Setting PVC Waterstops:

1. Correctly position waterstops during installation. Support and anchor waterstops during progress of the work to ensure proper embedment in concrete and to prevent folding over of the waterstop by concrete placement. Locate symmetrical halves of waterstops equally between concrete pours at joints, with center axis coincident with joint openings. Thoroughly work concrete in joint vicinity for maximum density and imperviousness.
2. Where a waterstop in a vertical wall joint does not connect with any other waterstop, and is not intended to be connected to a waterstop in a future concrete placement, terminate the waterstop 6 inches below the top of the wall.

E. Replacement of Defective Field Joints:

Replace waterstop field joints showing evidence of misalignment, offset, porosity, cracks, bubbles, inadequate bond or other defects with products and joints complying to the Specifications.

F. Resilient Waterstop:

1. Install resilient waterstop in accordance with manufacturer's instructions and recommendations.
2. When requested by the Engineer, provide technical assistance by manufacturer's representative in the field at no additional cost to the Owner.
3. Use resilient waterstop only where complete confinement by concrete is provided; do not use in expansion or contraction joints.
4. Where resilient waterstop is used in combination with PVC waterstop, lap resilient waterstop a minimum of 6 inches and place in contact with the PVC waterstop. Where crossing PVC at right angles, melt PVC ribs to form a smooth joining surface.
5. At the free top of walls without connecting slabs, stop the resilient waterstop and grooves (where used) 6 inches from the top in vertical wall joints.
6. Bentonite Waterstop:
   a. Locate bentonite waterstop as near as possible to the center of the joint and extend continuous around the entire joint. Minimum distance from edge of waterstop to face of member: 5 inches.
   b. Where thickness of concrete member to be placed on bentonite waterstop is less than 12 inches, place waterstop in grooves at least 3/4 inch deep and 1-1/4 inches wide formed or ground into concrete. Minimum distance from edge of waterstop placed in groove to face of member: 2.5 inches.
   c. Do not place bentonite waterstop when waterstop material temperature is below 40 degrees F. Waterstop material may be warmed so that it remains above 40 degrees F during placement but means used to warm it shall in no way harm the material or its properties. Do not install waterstop where air temperature falls outside manufacturer's recommended range.
   d. Place bentonite waterstop only on smooth and uniform surfaces; grind concrete smooth if necessary to produce satisfactory substrate, or bond waterstop to irregular surfaces using an epoxy grout which completely fills voids and irregularities beneath the waterstop material. Prior to installation, wire brush the concrete surface to remove laitance and other substances that may interfere with bonding of epoxy.
   e. In addition to the adhesive backing provided with the waterstop, secure bentonite waterstop in place with concrete nails and washers at 12-inch maximum spacing.

7. Adhesive Waterstop:
   a. With a wire brush thoroughly clean the concrete surface on which the waterstop is to be placed and then coat with primer.
   b. If the surface is too rough to allow the waterstop to form a complete contact, grind to form an adequately smooth surface.
   c. Install the waterstop with the top protective paper left in place. Overlap joints between strips a minimum of 1 inch and cover back over with protective paper.
   d. Do not remove protective paper until just before final formwork completion. Concrete shall be placed immediately. The time that the waterstop material is uncovered prior to concrete placement shall be minimized and shall not exceed 24 hours.

3.07 CONSTRUCTION JOINTS

A. Definitions:
   1. Construction joint: Contact surface between plastic (fresh) concrete and concrete that has attained initial set.
   2. Monolithic: Manner of concrete placement to reduce or eliminate construction joints; joints other than those indicated on Drawings will not be permitted without written approval of Engineer. Where so approved, make additional construction joints with details equivalent to those indicated for joints in similar locations.
   3. Preparation for Construction Joints: Roughen surface of concrete previously placed, leaving some aggregate particles exposed. Remove laitance and loose materials by sandblasting or high-pressure water blasting. Keep surface wet for several hours prior to placing of plastic concrete.

3.08 CURING

A. Comply with ACI 308. Cure by preventing loss of moisture, rapid temperature change and mechanical injury for a period of 7 curing days when Type II or IP cement has been used and for 3 curing days when Type III cement has been used. Start curing as soon as free water has disappeared from the concrete surface after placing and finishing. A curing day is any calendar day in which the temperature is above 50 degrees F for at least 19 hours. Colder days may be counted if air temperature adjacent to concrete is maintained above 50 degrees F. In continued cold weather, when artificial heat is not provided, removal of forms and shoring may be permitted at the end of calendar days equal to twice the required number of curing days. However, leave soffit forms and shores in place until concrete has reached the specified 28-day strength, unless directed otherwise by the Engineer.

B. Cure formed surfaces not requiring rubbed finished surface by leaving forms in place for the full curing period. Keep wood forms wet during the curing period. Add water as needed for other types of forms. Or, at Contractor's option, forms may be removed after 2 days and curing compound applied.

C. Rubbed Finish:
   1. At formed surfaces requiring rubbed finish, remove forms as soon as practicable without damaging the surface.
   2. After rubbed finish operations are complete, continue curing formed surfaces by using either approved curing/sealing compounds or moist cotton mats until normal curing period is complete.

D. Unformed Surfaces: Cure by membrane curing compound method.
   1. After concrete has received a final finish and surplus water sheen has disappeared, immediately seal surface with a uniform coating of approved curing compound, applied at the rate of coverage recommended by manufacturer or as directed by the Engineer. Do not apply less than 1 gallon per 180 square feet of area. Provide satisfactory means to properly control and check rate of application of the compound.
   2. Thoroughly agitate the compound during use and apply by means of approved mechanical power pressure sprayers equipped with atomizing nozzles. For application on small miscellaneous items, hand-powered spray equipment may be used. Prevent loss of compound between nozzle and concrete surface during spraying operations.
   3. Do not apply compound to a dry surface. If concrete surface has become dry, thoroughly moisten surface immediately prior to application. At locations where coating shows discontinuities, pinholes or other defects, or if rain falls on a newly coated surface before film has dried sufficiently to resist damage, apply an additional coat of compound at the specified rate of coverage.

3.09 REMOVAL OF FORMS AND SHORING

A. Remove forms from surfaces requiring rubbing only as rapidly as rubbing operation progresses. Remove forms from vertical surfaces not requiring rubbed finish when concrete has aged for the required number of curing days. When curing compound is used, do not remove forms before 2 days after concrete placement.

B. Leave soffit forms and shores in place until concrete has reached the specified 28-day strength, unless directed otherwise by the Engineer.

3.10 DEFECTIVE WORK

A. Immediately repair any defective work discovered after forms have been removed. If concrete surface is bulged, uneven, or shows excess honeycombing or form marks which cannot be repaired satisfactorily through patching, remove and replace the entire section.

3.11 FINISHING

A. Patch honeycomb, minor defects and form tie holes in concrete surfaces with cement mortar mixed one part cement to two parts fine aggregate. Repair defects by cutting out unsatisfactory material and replacing with new concrete, securely keyed and bonded to existing concrete. Finish to make junctures between patches and existing concrete as inconspicuous as possible. Use a stiff mixture and thoroughly tamp into place. After each

patch has stiffened sufficiently to allow for greatest portion of shrinkage, strike off mortar flush with the surface.

B. Apply a rubbed finish to exposed surfaces of formed concrete structures as noted on Drawings. After pointing has set sufficiently, wet the surface with a brush and perform first surface rubbing with No. 16 carborundum stone, or approved equal. Rub sufficiently to bring surface to paste, to remove form marks and projections, and to produce a smooth, dense surface. Add cement to form surface paste as necessary. Spread or brush material, which has been ground to paste, uniformly over surface and allow to reset. In preparation for final acceptance, clean surfaces and perform final finish rubbing with No. 30 carborundum stone or approved equal. After rubbing, allow paste on the surface to reset; then wash surface with clean water. Leave structure with a clean, neat and uniform appearing finish.

C. Apply a wood float finish to concrete slabs.

3.12 FIELD QUALITY CONTROL

A. Testing shall be performed under provisions of Section 01 45 29 - Testing Laboratory Services.

B. Unless otherwise directed by Engineer, the following minimum testing of concrete is required. Testing shall be performed by qualified individuals employed by an approved independent testing agency, and conform to the requirements of ASTM C 1077.

1. Take concrete samples in accordance with ASTM C 172.
2. Make one set of four compression test specimens for each mix design at least once per day and for each 150 cubic yards or fraction thereof. Make, cure and test the specimens in accordance with ASTM C 31 and ASTM C 39.
3. When taking compression test specimens, test each sample for slump according to ASTM C 143, for temperature according to ASTM C 1064, for air content according to ASTM C 231, and for unit weight according to ASTM C 138.
4. Inspect, sample and test concrete in accordance with ASTM C 94, Section 13, 14, and 15, and ACI 311-5R.

C. Test Cores: Conform to ASTM C 42.

D. Testing High Early Strength Concrete: When Type III cement is used in concrete, the specified 7-day and 28-day compressive strengths shall be applicable at 3 and 7 days, respectively.

E. If 7 day or 3 day test strengths (as applicable for type of cement being used) fail to meet established strength requirements, extended curing or resumed curing on those portions of structure represented by test specimens may be required. If additional curing fails to produce the required strength, strengthening or replacement of portions of structure which fail to develop required strength may be required by the Engineer, at no additional cost to the Owner.

3.13 PROTECTION

A. Protect concrete against damage until final acceptance by the Owner.

B. Protect fresh concrete from damage due to rain, hail, sleet, or snow. Provide such protection while the concrete is still plastic, and whenever such precipitation is imminent or occurring.

C. Do not backfill around concrete structures or subject them to design loadings until components of the structure needed to resist the loading are complete and have reached the specified 28-day compressive strength, except as authorized otherwise by the Engineer.

END OF SECTION

SECTION 33 05 33
POLYETHYLENE WRAP

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Polyethylene wrap to be used in open-cut construction for galvanized steel, cast iron and ductile iron pipe, valves, and fittings when cathodic protection system is not required by Drawings.

1.02 MEASUREMENT AND PAYMENT

A. There shall be no separate payment for work covered under this section. All costs associated with this item shall be included as subsidiary to other items included in the bid schedule.

1.03 REFERENCE

A. ASTM D 1248 - Polyethylene Plastics Molding and Extrusion Materials.

B. AWWA C 105 - Polyethylene Encasement for Ductile-Iron Piping for Water and Other Liquids.

1.03 SUBMITTALS

A. Submit product data in accordance with Section 01 33 00 - Submittal Procedures.

PART 2 EXECUTION

2.01 MATERIALS

A. Polyethylene Film: Tubular or sheet form without tears, breaks, holidays, or defects; conforming with requirements of AWWA C 105, 2.5 to 3 percent carbon black content, either low- or high-density:

1. High-density, cross-laminated polyethylene film. High-density, cross laminated polyethylene film shall be manufactured of virgin polyethylene material conforming to the following requirements of ASTM D 1248

a. Raw material.
(1) Type: III
(2) Class: C (black)
(3) Grade: P33
(4) Flow rate (formerly melt index): 0.4 to 0.5g/10 minute, maximum
(5) Dielectric strength: Volume resistivity, 10^{15} ohm-cm, minimum

b. Physical properties.
(1) Tensile strength: 5000 psi, minimum
(2) Elongation: 100 percent, minimum
(3) Dielectric strength: 800 V/mil thickness, minimum

c. Thickness: Film shall have a nominal thickness of 0.004 inch. The minus tolerance of thickness is 10 percent of the nominal thickness.

B. Polyethylene Tape: Provide 3-inch-wide, plastic-backed, adhesive tape; Paleocene No. 900, Scotchwrap No. 50, or approved equal.

PART 3 EXECUTION

3.01 PREPARATION

A. Remove all soil, clay, mud, and cinders from metal surfaces prior to installation of polyethylene encasement. Prevent all soil or embedment material from becoming trapped between metallic surface and polyethylene.

B. Fit polyethylene film to contour of pipe to effect a snug, but not tight fit; encase with minimum space between polyethylene and pipe. Allow sufficient slack in contouring to prevent stretching polyethylene where it bridges irregular surfaces, such as bell-spigot interfaces, bolted joints, or fittings, and to prevent damage to polyethylene due to backfilling operations. Secure overlaps and ends with adhesive tape to hold polyethylene encasement in place until backfilling operations are complete.

C. For installations below water table or in areas subject to tidal actions, seal both ends of polyethylene tube with nylon string at joint overlap.

3.02 INSTALLATION

A. Tubular Type (Method A):

1. Cut polyethylene tube to a length approximately 2 feet longer than pipe section. Slip tube around pipe, centering tube to provide 1-foot overlap on

each adjacent pipe section, and bunching it accordion-fashion lengthwise until it clears pipe ends.

2. Lower pipe into trench and make up pipe joint with preceding section of pipe. Make shallow bell hole at joints to facilitate installation of polyethylene tube.

3. After assembling pipe joint, make overlap of polyethylene tube. Pull bunched polyethylene from preceding length of pipe, slip it over end of adjoining length of pipe, and secure in place. Then slip end of polyethylene from adjoining pipe section over end of first wrap until it overlaps joint at end of preceding length of pipe. Secure overlap in place. Take up slack width at top of pipe to make a snug, but not tight, fit along barrel of pipe, securing fold at quarter points.

4. Repair cuts, tears, punctures, or other damage to polyethylene. Proceed with installation of next section of pipe in same manner.

B. Tubular Type (Method B):

1. Cut polyethylene tube to a length approximately 1 foot shorter than pipe section. Slip tube around pipe, centering it to provide 6 inches of bare pipe at each end. Take up slack width at top of pipe to make a snug, but not tight, fit along barrel of pipe, securing fold at quarter points; secure ends.

2. Before making up joint, slip 3-foot length of polyethylene tube over end of preceding pipe section, bunching in accordion-fashion lengthwise. After completing joint, pull 3-foot length of polyethylene over joint, overlapping polyethylene previously placed on each adjacent section of pipe by at least 1 foot; make each end snug and secure.

3. Repair cuts, tears, punctures, or other damage to polyethylene. Proceed with installation of next section of pipe in same manner.

C. Sheet Type:

1. Cut polyethylene sheet to a length approximately 2 feet longer than pipe section. Center length to provide 1-foot overlap on each adjacent pipe section, bunching sheet until it clears pipe ends. Wrap polyethylene around pipe so that sheet circumferentially overlaps top quadrant of pipe. Secure cut edge of polyethylene sheet at intervals of approximately 3 feet.

2 Lower wrapped pipe into trench and make up pipe joint with preceding section of pipe. Make shallow bell hole at joints to facilitate installation of polyethylene. After completing joint, make overlap and secure ends.

3. Repair cuts, tears, punctures, or other damage to polyethylene. Proceed with installation of next section of pipe in same manner.

D. Pipe-shaped Appurtenances: Cover bends, reducers, offsets, and other pipe-shaped appurtenances with polyethylene in same manner as pipe.

E. Odd-shaped Appurtenances: When it is not practical to wrap valves, tees, crosses, and other odd-shaped pieces in tube, wrap with flat sheet or split length of polyethylene tube by passing sheet around appurtenance and encasing it. Make seams by bringing edges together, folding over twice, and taping down. Tape polyethylene securely in place at valve stem and other penetrations.

F. Openings in Encasement: Create openings for branches, service taps, blowoffs, air valves, and similar appurtenances by making an X-shaped cut in polyethylene and temporarily folding back film. After appurtenance is installed, tape slack securely to appurtenance and repair cut, as well as other damaged area in polyethylene, with tape. Service taps may also be made directly through polyethylene, with any resulting damaged areas being repaired as specified.

G. Junctions between Wrapped and Unwrapped Pipe: Where polyethylene-wrapped pipe joins an adjacent pipe that is not wrapped, extend polyethylene wrap to cover adjacent pipe for distance of at least 3 feet. Secure end with circumferential turns of tape. Wrap service lines of dissimilar metals with polyethylene or suitable dielectric tape for minimum clear distance of 3 feet away from cast or ductile iron pipe.

3.03 REPAIRS

A. Repair any cuts, tears, punctures, or damage to polyethylene with adhesive tape or with short length of polyethylene sheet or cut open tube, wrapped around pipe to cover damaged area, and secured in place.

END OF SECTION

SECTION 33 10 00
WATERLINE PIPE WORK

PART 1 GENERAL

1.01 DESCRIPTION

This section shall cover the furnishing, laying, jointing and testing of all water pipe, including water appurtenances, both in open cut and in tunnels, as shown on the drawings, or as directed by the engineer.

PART 2 PRODUCTS

2.01 MATERIAL

The material used in pipe work shall be furnished by the CONTRACTOR, as approved by the OWNER, to meet the requirements of the Work of the CONTRACTOR as specified herein.

(A) Water Pipe - Water pipe for main lines may be of any of the following classifications. Any pipe found defective, not meeting the specifications, or improperly installed, shall be rejected and so marked, and shall be replaced by pipe approved by the OWNER at no additional cost to the OWNER.

a. Polyvinyl chloride pipe for waterlines 14" in diameter or greater shall conform to or exceed AWWA Standard “Polyvinyl Chloride (PVC) Pressure Pipe” C905, Class 165 DR-25, or Class 235 DR-18, latest revision. Gaskets shall meet the requirements of ASTM F 477. Use elastomeric factory-installed gaskets to make joints flexible and watertight.

b. Polyvinyl chloride pipe for waterlines 4 inch to 12 inch shall conform to or exceed AWWA Standard "Polyvinyl Chloride (PVC) Pressure Pipe" C900, Class 165 DR-25, or Class 235 DR-18, latest revision. Gaskets shall meet the requirements of ASTM F 477. Use elastomeric factory-installed gaskets to make joints flexible and watertight.

c. Pipe 8 through 12-inch: Certain Teed Certalok Yelomine SDR21 Class 200 (ASTM D2241) RJ Restrained Joint PVC Pipe; nominal 20-foot lengths; steel pipe equivalent outside diameters.

d. Pipe 16-inch: Certain Teed Certalok DR25 C905 RJ Restrained Joint PVC Pipe; nominal 20-foot lengths; steel pipe equivalent outside diameters.

e. Pipe 6-inch through 12-inch: Fusible AWWA C-900 DR-25 PVC; nominal 20, 30, or 40-foot lengths; steel pipe equivalent outside diameters.

(B) Waterline Fittings - Fittings for water lines may be of any of the following classifications. All fittings shall be wrapped in a plastic protector in conformance with AWWA Standard C-105 and ANSI A21.5 "Polyethylene Encasement for Gray and Ductile Cast-Iron piping for Water and Other Liquids." Fitting wrapping shall be installed in such a manner as to curtail or prevent corrosion of the metallic fittings. Any fittings found defective, not meeting the specifications, or improperly installed, shall be rejected and so marked, and shall be replaced by fittings approved by the OWNER, at no additional cost to the OWNER.

a. Fittings for polyvinyl chloride (PVC) pipe 4 inch through 12 inch shall meet AWWA Standard C-100 or C153 "Ductile-Iron Compact Fittings, 3 inch through 12 inch for Water and Other Liquids," and C104, latest revision, and shall be sized to fit PVC water pipe in conformance with 3.2.1.1. No adapters for fittings with outside diameters different from PVC pipe shall be used. Where restrained joints are shown in the design plans. Provide mechanical joint restraint meeting ASTM F 1674-96.

1. Flanged Fittings: ANSI A 21.10; ANSI B 16.1 cast or ductile iron. Flanges: ANSI B 16.1, Class 125; pressure rated at 250 psig. Bolts shall be corten or carbon steel with greased ends.
2. Mechanical Joint Fittings: ANSI A 21.11 (AWWA C 110); pressure rated at 250 psi. Bolts shall be corten or carbon steel with greased ends.

b. Fittings for polyvinyl chloride (PVC) Schedule 40 pipe less than 4 inch shall conform to ASTM Standard D2466, latest revision.

c. Mechanical Joint Tapping Sleeve Fittings for 6-inch through 12-inch PVC applications, shall comply with applicable requirements of ANSI/AWWA C153/21/53 and ASME/ANSI B16.1 or as approved by the Engineer.

(C) Service Connections - Water service connections shall be installed with rubber gasket double strap bronze saddles. "Modified" double strap saddles will not be acceptable substitutes. The service lines and casings shall be of the following classifications. Any material found defective, not meeting the specifications, or improperly installed, shall be rejected and so marked and shall be replaced with material approved by the OWNER'S Engineer at no additional cost to the OWNER. Service line tubing crossings under traveled roadways shall be installed as specified on the plans with a minimum cover of 30" below roadway surface

a. Cross-linked polyethylene (PEX) water service line shall confirm to AWWA C904.

b. Copper tubing for water service lines shall be type "K" and shall conform to ASTM Standard "Seamless Copper Water Tube" B_88, latest revisions.

c. Polyvinyl chloride casing for water service lines shall be Schedule 40 PVC and shall conform to ASTM Standard "Polyvinyl Chloride (PVC) Plastic Pipe" D_1785, latest revision.

PART 3 EXECUTION

3.01 CONSTRUCTION METHODS

(A) PIPE LAYING - All water mains shall be installed as specified in plans with a minimum cover of 36 inches from the top of pipe to an established subgrade. Where pipe is installed beneath railroad tracks, there shall be a minimum vertical distance of 4 feet-0 inches from the top of pipe to top of railroad ties. Construction clearance to cross under railroad trackage will be obtained from Railroad Authority by OWNER. Any expense of bracing or supports to tracks during excavation operation beneath trackage shall be considered part of the Contract. Where pipe is installed beneath State Highways, there shall be a minimum vertical distance of 4 feet from top of pipe to top of paving at center line of highway, or 2 feet from top of pipe to bottom of ditch (if existing), whichever is greater. In special locations, Highway Department may require additional cover. Construction clearance and other requirements to cross under State Highways shall be obtained by OWNER.

1. Procedure - After the trench is excavated to subgrade as specified, it shall be filled to grade as specified in SECTION 6 of these standard specifications. This material shall provide a smooth and uniform pipe bed for the entire length of the water pipe barrel. Trenching and pipe laying shall be uniformly in a straight line and to uniform elevation unless otherwise specified on plans. Pipe, fittings and valves shall be carefully handled to avoid damage. Before placing pipe into the trench, the outside of the spigot and the inside of the bell shall be wiped clean and dry, free from oil and grease. Every precaution shall be taken to prevent foreign material from entering the pipe. During layout operation, no debris, tools, clothing or other material shall be placed into the pipe. After placing a length of pipe in the trench, the spigot end shall be centered in the bell; the pipe forced home, brought to the correct alignment and covered with an approved backfill material.

2. Metallic tape shall be buried above pipe at a depth of 24 inches below finished grade for surface locating purposes. At times when pipe laying is not in progress, the open ends of pipe shall be closed by a **watertight plug** or other approved means. This provision shall apply during the noon hour as well as overnight. If water is in the trench, the seal shall remain in place until the trench is pumped completely dry.

(B) PIPE JOINTING - In laying the water pipe to line and grade, the pipe shall be jointed in accordance with one of the following approved jointing methods. OWNER reserves the right, before construction, or while construction is in progress, to change the type of joints if OWNER's Engineer so directs.

1. Asbestos Cement Pipe Jointing - The CONTRACTOR shall furnish and install asbestos cement pipe in accordance with AWWA Standard "Installation of Asbestos Cement Pressure Pipe" C603-78, latest revision. The machined ends of the pipe to be jointed, coupling grooves and rubber rings shall be cleaned immediately before assembly. Care should be taken not to roll, pinch or reverse the gasket when placed in the bell. Each pipe joint shall be sealed with a coupling consisting of an asbestos cement sleeve and two rubber rings or an equivalent coupling or joint of equivalent strength and performance, as determined by Engineer. The pipe joint shall not be deflected either vertically or horizontally beyond the limits recommended by the manufacturer.

3. Polyvinyl Chloride (PVC) Pipe Jointing - The CONTRACTOR shall make certain before jointing polyvinyl chloride pipe that the ring groove in the bell of the pipe is clean, with no dirt or foreign material that could interfere with proper seating of the ring. Make sure pipe end is clean. Wipe with a clean dry cloth around the entire circumference from the end to one inch beyond the reference mark. Lubricate the spigot end of the pipe, using only the lubricant supplied by the manufacturer. Be sure the entire circumference is covered. The coating should be the equivalent of a brush coat of enamel paint. It can be applied by hand, cloth, pad, sponge or glove. Do not lubricate the ring groove in the bell because such lubrication could cause ring displacement. The level end is then inserted into the bell so that it is in contact with the ring. Brace the bell, while the level end is pushed in under the ring, so that previously completed joints in the line will not be closed up. The spigot end is pushed until the reference mark on the spigot end is flush with the end of the bell. If undue resistance to inserting of the level end is encountered or the reference mark does not reach the flush position, disassemble the joint and check the position of the ring. If it is twisted or pushed out of its seat, clean the ring, bell and level end and repeat the assembly steps.

(C) WET CONNECTIONS - Schedules of existing fittings and proposed new fittings needed to make wet connections to existing waterlines as shown on the plans are estimates only. It is to be recognized that after existing lines and fittings are uncovered, that some discrepancies may occur. Where discrepancies occur, the CONTRACTOR shall request a decision by the OWNER as to how the connection in question shall be made. CONTRACTOR shall plan his work concerning wet connections in such a way that a minimum of inconvenience shall occur to existing water customers due to water service interruptions. Before water service interruptions are made to any customer, CONTRACTOR shall notify designated official and cooperate with operating personnel in every way to minimize service interruptions due to wet conditions. In certain locations, other utility lines or conduits will be obstructing the normal path of proposed waterlines. In such instances, gravity lines of all kinds hold priority as to grade over water pressure lines, gas lines, electric conduits, or other obstruction conduits or combinations of conduits, which may be encountered. CONTRACTOR is to analyze conditions carefully and then use best judgment in determining proper method of proceeding through obstructed area with waterline construction, and shall notify the OWNER forty-eight (48) hours in advance of making such connection after obtaining approval from the OWNER's Engineer.

(D) APPURTENANCES - Appurtenances to the waterline shall be provided and laid in accordance with the drawings and in the manner as specified herein.

1. **Valves**. Valves shall be installed at the locations indicated on, and with concrete thrust blocks as specified in the construction drawings, shall be wrapped in polyethylene as described in 3.2.2., and shall conform to the following requirements:

2. **Gate valves** shall conform to AWWA Standard "Resilient Seated Gate Valves, 3 inch through 12 inch" C509, latest revision, and shall be utilized for lines 12 inch and smaller, unless otherwise specified in the construction drawings. All gate valves shall be iron body, bronze mounted, double disc parallel seats, non-rising stem, internal wedging type. Valves must embody the best workmanship and finish, and open and close freely and easily. In closing, the gates must move without friction to their position opposite their ports, both discs being then closed squarely against the seat rings. When valves are in full open position, the disc shall be raised to clear the waterway and provide an opening equal to the full nominal diameter of the valves. All gate valves shall open by turning hand wheel or square nut operator counterclockwise. Hydrostatic and leakage tests shall conform to AWWA Standard "Resilient Seated Gate Valves, 3 inch through 12 inch" C509-80, latest revision.

3. **Butterfly valves** shall conform to AWWA Standard "Rubber Seated Butterfly Valves" C504, latest revision; and shall be Class 150B, long body flanged, and shall be utilized for lines 16 inch and larger, unless otherwise specified in the construction drawings. Valves shall be provided with manual operators with enclosed gear grease housing and hand wheels. Manual operators shall be composed of work gearing, totally enclosed in a grease-packed gear case. Work gears shall be bronze and worm gears shall be hardened steel. Manual operators shall be furnished with devices (externally mounted) to hold the valve in a fixed position for an extended period of time and to indicate valve position. All butterfly valves shall open by turning hand wheel or square nut operator counterclockwise. Hydrostatic and leakage tests shall conform to AWWA Standard "Rubber-Seated Butterfly Valves" C504, latest revision.

4. **Fire Hydrants**. Unless otherwise specified, fire hydrants shall conform to AWWA Standard "Dry-Barrel Fire Hydrants" C502, latest revision. Hydrants shall be cast iron, fully bronze mounted and have a working pressure of 150 psi. Fire hydrants shall have a minimum valve opening of 5-1/4 inch. All fire hydrants shall be located as shown in the plans, and in a manner to provide complete accessibility, and to minimize the possibility of damage from vehicles or injury to pedestrians. All hydrants shall stand plumb with the pumper nozzle facing the curb and the bury line of the hydrant at the finished grade. The barrel of the fire hydrant shall be set so that no portion of the pumper nozzle or hose nozzle will be less than 12 inches from the curb, walkway, or bike path or more than 20 feet from the face of the curb. The preferred location for the fire hydrant shall be 2 feet clear of the right-of-way line. All fire hydrants shall be placed in accordance with any City or County ordinances. Fire hydrants installed near State Highways shall be in accordance with State Department of Highways and Public Transportation requirements. All fire hydrants shall be connected to the main in the manner shown in the Water Connection Standards.

3.02 EXECUTION

1. TESTING. All newly laid sections of pipe shall be hydrostatically tested at a gauge pressure of 150 psi. CONTRACTOR has the option of running hydrostatic test before or after trench has been completely backfilled. Trenches must be at least partially backfilled before hydrostatic testing to prevent pipe shift. Hydrostatic tests shall be in accordance with AWWA Standard C600 Section 4 "Hydrostatic Testing" latest revision.

a. Hydrostatic Test Procedure - The CONTRACTOR shall provide all necessary equipment and shall perform all Work required in connection with the tests. All pressure pipe, fittings and valves shall be subjected to a hydrostatic pressure of 150 psi. Air pressure testing will not be allowed. The line under test shall be slowly filled with water to the specified test pressure. The lowest elevation point of the section being tested shall be determined and any corrections necessary shall be corrected to the elevation of the test gauge by means of a hand pump, gasoline or electrically driven test pump connected to the pipe. A blow off or fire hydrant shall be installed at the end of the line under test. Before applying the specified test pressure, all air shall be expelled from the test section including service connections. If hydrants or blow offs are not available at high places, tap at points of highest elevation shall be made before the test is made and brass plugs inserted after the test has been completed. The required test pressure shall be applied for not less than two (2) hours and longer if ordered by the OWNER. Leakage tests shall be conducted concurrently with pressure tests. OWNER will inspect all pipe, fittings, valves and joints under tests. Any faults found to be due to improper workmanship shall be corrected by the CONTRACTOR at no expense to OWNER.

2. STERILIZATION. Pipeline construction shall be in accordance with Section 4. of AWWA Standard C601-01, latest revision. Upon or during completion of the hydrostatic test, the new section of pipe shall be sterilized in accordance with AWWA Standard "Disinfecting Water Mains" C601, latest revision; and the State of Texas Health Standards. Chlorine may be applied by the following methods: Continuous Feed Method and Chlorine Tablet Method. CONTRACTOR shall provide all equipment and chemicals necessary for sterilization.

a. Continuous Feed Method - This method is suitable for general application. Water from the existing distribution system or other approved sources of supply shall be made to flow at a constant, measured rate into the newly laid pipeline. The water shall receive a dose of chlorine, also fed at a constant, measured rate. The two rates shall be proportioned so that the chlorine concentration in the water in the pipe is maintained at a minimum of 50 mg/l available chlorine. During the application of the chlorine, valves shall be manipulated to prevent the treatment dosage from flowing back into the line supplying the water. Chlorine application shall not cease until the entire main to be tested is filled with the chlorine solution. The chlorine water shall be retained in the main for at least 24 hours during which time all valves and hydrants in the section treated shall be operated in order to disinfect the appurtenances. At the end of this 24 hour period, the treated water shall contain no less than 25 mg/l chlorine throughout the length of the main.

b. Chlorine Tablet Method - Tablet disinfection is best suited to short extensions (up to 2,500 feet) and smaller diameter mains (up to 12 inches). Because the preliminary flushing step must be eliminated, this method shall be used only when scrupulous cleanliness has been exercised. It shall not be used if trench water or foreign material has entered the main or if the water is below 5`C (41`F). Calcium hypochlorite tablets are placed in each section of pipe and also in hydrants, hydrant branches and other appurtenances. They shall be attached by an adhesive, except for the tablets placed in hydrants and in the joints between the pipe sections. All the tablets within the main must be at the top of the main. If the tablets are fastened before the pipe section is placed in the trench, their position should be marked on the section to assure that there will be no rotation. In placing tablets in joints, they are either crushed and placed on the inside annular space or, if the type of assembly does not permit, they are rubbed like chalk on the butt ends of the sections to coat them with calcium hypochlorite. The adhesive may be Permatex No. 1 or any alternative approved by the OWNER. There shall be no adhesive on the tablet except on the broad side next to the surface to which the tablet is attached. If desired, the calcium hypochlorite may be placed in the pipe in granular form at a rate of one (1) cup (4 fl. oz.) per each pipe. When installation has been completed, the main shall be filled with water at a velocity of less than 1-ft./sec. This water shall remain in the pipe for at least 24 hours. Valves shall be manipulated so that the strong chlorine solution in the line being treated will not flow back into the line supplying the water.

c. Final Flushing - After the applicable retention period, the heavily chlorinated water shall be flushed from the main until the chlorine concentration in the water leaving the main is no higher than that generally prevailing in the system, or less than 1 mg/1. Chlorine residual determination shall be made to ascertain that the heavily chlorinated water has been removed from the pipeline.

d. Bacteriologic Tests - After final flushing, and before the water main is placed in service, a sample or samples shall be collected from the end of the line and tested for bacteriologic quality and shall show the absence of coliform organisms. If the number and frequency or samples is not prescribed by the public health authority having jurisdiction, at least one sample shall be collected from chlorinated supplies when a chlorine residual is maintained throughout the new main. From unchlorinated supplies, at least two samples shall be collected at least 24 hours apart. In the case of extremely long mains, it is desirable that samples be collected the length of the line as well as at its end. Samples for bacteriologic analysis shall be collected in sterile bottles treated with sodium thiosulfate. No hose or fire hydrant shall be used in collection of samples. A suggested sampling tap consists of a standard corporation cock installed in the main with a copper tube gooseneck assembly. After samples have been collected, the gooseneck assembly may be removed and retained for future use.

e. Repetition of Procedure. If the initial disinfection fails to produce satisfactory samples, disinfection shall be repeated until satisfactory samples have been obtained. The tablet method cannot be used in these subsequent disinfections. When the samples are satisfactory, the main may be placed in service.

Part 4 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. Payment for water mains installed by open-cut or augered with or without casing is on a linear foot basis for each size of pipe installed.

2. Payment of fire hydrant branch for relocated fire hydrant will be from the centerline axis of the existing main or the centerline of the existing valve to the centerline of the relocated fire hydrant along the center of branch.

3. Payment of valves will be on a unit price basis for each valves installed for each size and type of valve.

4. Payment for water services installed by open-cut or augered, with or without casing, is on a unit price basis for each ¾ inch single service, 1-inch double service, long and short services.

5. No separate payment will be made for water pipe branches associated with fire hydrant assemblies. Include cost of such pipework in Contract unit prices for items listed in bid form requiring fire hydrants.

6. No separate payment will be made for waterline fittings associated with pipe work, unless listed in the contract unit prices. Include cost of such items in the Contract unit prices for items listed in bid form requiring waterline pipework.

7. No separate payment will be made for thrust blocks and pipe restraints associated with pipe work. Include cost of such items in the Contract unit prices for items listed in bid form requiring waterline pipework.

END OF SECTION

SECTION 33 11 00

WATER MAINS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Installation of water mains.

B. Leads for fire hydrant relocation.

C. Specifications identify requirements for both small-diameter water mains and large-diameter water mains. When specifications for large-diameter water mains differ from those for small-diameter water mains, large-diameter specifications will govern for large-diameter pipe.

1.02 MEASUREMENT AND PAYMENT

A. Payment for water mains installed by open-cut or augered with or without casing is on a linear foot basis for each size of pipe installed. Separate pay items are used for open-cut and augered installation.

a. Mains: Measure along axis of pipe and include fittings.

b. Branch Pipe: Measure from axis of main to end of branch.

2. Payment of fire hydrant branches from the centerline axis of the main fitting to the centerline of the fire hydrant will be considered under the Fire Hydrant Assembly unit price item. Payment of fire hydrant branch for relocated fire hydrant will be from the centerline axis of the existing main or the centerline of the existing valve to the centerline of the relocated fire hydrant along the center of branch.

3. For large-diameter water mains, payment for an interconnection (tie-in) is on a lump sum basis for each interconnection required. Payment will include tapping sleeve and fittings and all other related work necessary for construction as shown on Drawings as specified.

4. When directed by the Engineer to install extra fittings as required to avoid unforeseen obstacles, payment will be based on the following:

a. Each extra fitting requested by the Engineer and delivered to jobsite will be paid according to the unit price for "Extra Fittings in Place."

b. Payment will include and be full compensation for all items necessary for installation and operation of the water line.

1.03 REFERENCES

A. ANSI/NSF Standard 61.

B. ASTM A 126 - Specification for Gray Iron Castings for Valves, Flanges, and Pipe Fittings.

C. ASTM B 21 - Specification for Naval Brass Rod, Bar, and Shapes.

D. ASTM B 98 - Specification for Copper-Silicon Alloy Rod, Bar, and Shapes.

E. ASTM B 584 - Specification for Copper Alloy Sand Castings for General Applications.

F. AWWA C 206 - Standard for Field Welding of Steel Water Pipe.

G. AWWA C 207 - Standard for Steel Pipe Flanges for Waterworks Service - Sizes 4 Inches through 144 Inches.

1.04 SUBMITTALS

A. Submittals shall conform to requirements of Section 01 33 00 - Submittal Procedures.

B. Conform to submittal requirements of applicable Section for type of pipe used.

PART 2 P R O D U C T S

2.01 PIPE MATERIALS

A. Install pipe materials which conform to following:

1. Section 33 11 13.13 - Ductile Iron Pipe and Fittings.

2. Section 33 05 31.13 - Polyvinyl Chloride Pressure Pipe.

B. Conform to American National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 61 and have certified by an organization accredited by ANSI.

C. Type of pipe materials used are Contractor's option unless specifically identified on Drawings.

2.02 WELDED JOINT PROTECTION FITTING (NOT USED)

2.03 RESTRAINED JOINTS

A. PVC Pipe:

1. Fittings: Mega Lug by Ebaa Iron Inc. or JCM 610 Sur-Grip Fitting Restrainer by JCM Industries, Inc., or approved equal.

2. Bell and Spigot: Mega Lug by Ebaa Iron Inc. or JCM 610 Sur-Grip Fitting Restrainer by JCM Industries, Inc., or approved equal.

2.04 COUPLINGS AND APPURTENANCES FOR LARGE-DIAMETER WATER MAIN

A. Flexible (Dresser-type) Couplings.

1. Install where shown on Drawings or where allowed by the Engineer for Contractor's convenience. Use galvanized flexible couplings when installed on galvanized pipe which is cement lined, or when underground. Provide gaskets manufactured from Neoprene, Buna-N, or approved equal.

2. For steel pipe; sleeve-type flexible couplings, Smith-Blair type, or approved equal. Thickness of middle ring equal to or greater than thickness of pipe wall.

3. Flanged adapter couplings for steel pipe; Dresser Style 128, Rockwell Type 913, or approved equal.

4. Use Type 316 stainless steel bolts, nuts and washers where flexible couplings are installed underground. Coat entire coupling with 20-mil of T.C. Mastic as manufactured by the Tape Coat Company, Inc., Bitumastic No. 50 as manufacturer by Koppers Company, Inc., or approved equal.

B. Victaulic Joints. Make joint with Victaulic Style 77 coupling fitted with Grade H molded synthetic rubber gasket or approved equal.

PART 3 E X E C U T I O N

3.01 PREPARATION

A. Conform to applicable installation specifications for types of pipe used.

B. Employ workmen who are skilled and experienced in laying pipe of type and joint configuration being furnished. Provide watertight pipe and pipe joints. Lay pipe with bell ends facing in direction of laying.

C. Lay pipe to lines and grades shown on Drawings. Use adequate surveying methods and equipment; employ personnel competent in use of this equipment. Horizontal and vertical deviations from alignment as indicated on Drawings shall not exceed 0.10 feet. Measure and record "as-built" horizontal alignment and vertical grade at maximum of every 100-feet on record drawings.

D. Confirm that separation from gravity sanitary sewers and manholes or from force mains have minimum clearance as specified in this Section and conforming to TCEQ Chapter 290 and 217 rules or 9 feet in all directions unless a special design is provided on the Drawings:

1. Parallel water line and gravity sanitary sewer, force main or manhole with no leaks: Minimum 9 foot horizontal clearance from outside wall of water line to outside wall of gravity sanitary sewer, force main, or manhole.

2. Water line crossing above a gravity sanitary sewer or force main with no leaks: Minimum 2 foot vertical clearance.

E. Where above clearances cannot be attained, and a special design has not been provided on Drawings, obtain direction from the Engineer before proceeding with construction.

F. Inform the Engineer if any un-metered connections exist which are not shown on Drawings. Make transfer only after approval by the Engineer.

G. Keep pipe trenches free of water which might impair pipe-laying operations. Prevent pipe bells from coming in contact with subgrade. Grade pipe trenches to provide uniform support along bottom of pipe. Excavate for bell holes for proper sealing of pipe joints after bottom has been graded and in advance of placing pipe. Lay not more than 300 feet of pipe in trench ahead of backfilling operations. Cover or backfill laid pipe if pipe laying operations are interrupted and during non-working hours. Place backfill carefully and simultaneously on each side of pipe to avoid lateral displacement of pipe and damage to joints. If adjustment of pipe is required after it has been laid, remove and re-lay as new pipe.

H. If asbestos-cement pipe is encountered, follow safety practices outlined in the Asbestos-Cement Pipe Producers Association publication, Recommended Work Practices for A/C Pipe. Strictly adhere to recommended practices contained in this publication.

I. For pipe diameters 36 inches and greater, clearly mark each section of pipe and fitting with a unique designation on the inside of the pipe. Minimum letter height is 4 inches.

J. Laying Large-diameter Water Main

1. Lay not more than 50 feet of pipe in trench ahead of backfilling operations.

2. Dig trench proper width as shown. When Contractor's operations cause trench width below top of pipe to become 4 feet wider than specified, install higher class of pipe or improved bedding, as determined by the Engineer. No additional payment will be made for higher class of pipe or improved bedding.

3. Prevent damage to coating when placing backfill. Backfill material shall be free of large rocks or stones, or other material which could damage coatings.

4. Before assembling couplings, lightly coat pipe ends and outside of gaskets with cup grease or liquid vegetable soap to facilitate installation. Groove pipe to manufacturer's specifications.

K. Contractor is responsible for assuring the chosen manufacturer fulfills requirements for extra fittings and, therefore, is responsible for all costs due to downtime if requirements are not met.

F. Detectable warning metallic tape with "Waterline Below" shall be buried above pipe at a depth of 18 inches below finished grade for surface locating purposes. The width of the metallic tape shall be 6-inches wide as manufacturer by Presco Detectable Waring Tape or approved equal.

3.02 HANDLING, CLEANING AND INSPECTION

A. Handling:

1. Place pipe along project site where storm water or other water will not enter or pass through pipe.

2. Load, transport, unload, and otherwise handle pipe and fittings to prevent damage of any kind. Handle and transport pipe with equipment designed, constructed and arranged to prevent damage to pipe, lining and coating. Do not permit bare chains, hooks, metal bars, or narrow skids or cradles to come in contact with coatings. Where required, provide pipe fittings with sufficient interior strutting or cross bracing to prevent deflection under their own weight.

3. Hoist pipe from trench side into trench by means of sling of smooth steel cable, canvas, leather, nylon or similar material.

4. For large-diameter water mains, handle pipe only by means of a sling of canvas, leather, nylon, or similar material. The sling shall be a minimum 36 inches in width. Do not tear or wrinkle tape layers.

5. Use precautions to prevent injury to pipe, protective linings and coatings.

   a. Package stacked pipe on timbers. Place protective pads under banding straps at time of packaging.

   b. Pad fork trucks with carpet or other suitable material. Use nylon straps around pipe for lift when relocating pipe with crane or backhoe.

   c. Do not lift pipe using hooks at each end of pipe.

   d. Do not place debris, tools, clothing, or other materials on pipe.

6. Repair damage to pipe or protective lining and coating before final acceptance.

7. Permit no visible cracks longer than 6 inches, measured within 15 degrees of a line parallel to pipe longitudinal axis in the cores of finished pipe with the following exceptions:

   a. In the surface laitance of centrifugally cast concrete.

   b. In sections of pipe with steel reinforcing collars or wrappers.

   c. Within 12 inches of pipe ends.

8. Reject pipe with visible cracks (not meeting exceptions) and remove from project site.

B. Cleaning: Thoroughly clean and dry interior of pipe and fittings of foreign matter before installation, and keep interior clean until the Work has been accepted. Keep joint contact surfaces clean until jointing is completed. Do not place debris, tools, clothing or other materials in pipe. After pipe laying and joining operations are completed, clean inside of pipe and remove debris.

C. Inspection: Before installation, inspect each pipe and fitting for defects. Reject defective, damaged or unsound pipe and fittings and remove them from site.

3.03 EARTHWORK

A. Conform to applicable provisions of Section 31 23 33 - Excavation and Backfilling for Utilities.

B. Bedding: Use bedding materials in conformance with Section 31 23 23.13 - Utility Backfill Materials.

C. Backfill: Use bank run sand or earth or native soil as specified in Section 31 23 23.13 - Utility Backfill Materials. Backfill excavated areas in the same day excavated. When not possible, cover excavated areas using steel plates on paved areas and other protective measures elsewhere.

D. Place material in uniform layers of prescribed maximum loose thickness and wet or dry material to approximately optimum moisture content. Compact to prescribed density. Field density tests may be made at a frequency determined by the Engineer. Water tamping is not allowed.

E. Pipe Zone: Including 6-inch pipe bedding and backfill to 12 inches above top of pipe.

3.04 PIPE CUTTING

A. Cut pipe 12 inches and smaller with standard chop saw. Cut pipe larger than 12 inches in manner approved by the Engineer. Make cuts smooth and at right angles to axis of pipe. Bevel plain end with heavy file or grinder to remove sharp edges.

3.05 PIPING INSTALLATION

A. Do not lay pipe unless subgrade is free of water. Make adjustments of pipe to line and grade by scraping away subgrade or filling in with granular material. Wedging or blocking up bell will not be acceptable.

B. Do not install pipe at greater depth than its design allows.

C. Protection of Pipeline: Securely place stoppers or bulkheads in openings and in end of line when construction is stopped temporarily and at end of each day's work.

3.06 JOINTS AND JOINTING

A. Rubber Gasketed Bell-and-Spigot Joints (Concrete Cylinder Pipe, PVC, Steel, and DIP):

1. After rubber gasket is placed in spigot groove of pipe, equalize rubber gasket cross section by inserting tool or bar recommended by manufacturer under rubber gasket and moving it around periphery of pipe spigot.

2. Lubricate gaskets with nontoxic water-soluble lubricant before pipe units are joined. Push the lubricated spigot past the gasket into the bell until the insertion line on the spigot is even with the edge of the bell. DO NOT OVER INSERT BEYOND THE INSERTION LINE.

3. Fit pipe units together in manner to avoid twisting or otherwise displacing or damaging rubber gasket.

4. After the pipe sections are joined, check gaskets to ensure that no displacement of gasket has occurred. If displacement has occurred, remove pipe section and remake joint as for new pipe. Remove old gasket, inspect for damage and replace if necessary before remaking joint.

5. Where preventing movement of 16-inch-diameter or greater pipe is necessary due to thrust, use restrained joints.

B. Flanged Joints (Concrete Cylinder Pipe, DIP, Steel):

1. AWWA C 207. Prior to installation of bolts, accurately center and align flanged joints to prevent mechanical pre-stressing of flanges, pipe and equipment. Align bolt holes to straddle vertical, horizontal or north-south centerline. Do not exceed 3/64 inch per foot inclination of flange face from true alignment.

2. Use full-face gaskets for flanged joints. Provide 1/8-inch-thick cloth inserted rubber gasket material. Cut gaskets at the factory to proper dimensions.

3. Use stainless steel 304 or 316 nuts and bolts to match flange material. Tighten bolts progressively to prevent unbalanced stress. Draw bolts tight to ensure proper seating of gaskets.

C. Joint Testing:

1. In addition to testing individual joints with feeler gauge approximately 1/2-inch wide and 0.015-inch thick, use any other joint testing procedure approved or recommended by pipe manufacturer which will help ensure watertight installation prior to backfilling. These tests shall be made at no additional cost to the Owner.

2. Test 100 percent of welded joints including any joint or seam welded after successful hydrostatic testing by methods as described in Paragraph 3.06C, Welded Joints. The Owner reserves right to require additional tests if tests performed indicate an unacceptable weld. Repair rejected weld.

D. Make curves and bends by deflecting joints or other method as recommended by manufacturer and approved by the Engineer. Contractor may submit details of other methods of providing curves and bends for consideration by the Engineer, and if accepted, shall be installed at no additional cost to the Owner.

1. Deflection of pipe joints shall not exceed maximum deflection recommended by pipe manufacturer, unless otherwise indicated on Drawings.

2. If deflection exceeds that specified but is less than 5 percent, repair entire deflected pipe section such that maximum deflection allowed is not exceeded.

3. If deflection is equal to or exceeds 5 percent from that specified, remove entire portion of deflected pipe section and install new pipe.

4. Replace, repair, or reapply coatings and linings as required.

5. Assessment of deflection may be measured by the Engineer at any location along pipe. Arithmetical averages of deflection or similar average measurement methods will not be deemed as meeting intent of standard.

6. When rubber gasketed pipe is laid on a curve, join pipe in a straight alignment and then deflect to curved alignment.

E. Closures and Field Modifications to Steel, Concrete Cylinder Pipe, and Fittings: These requirements also apply to standard pipe joints which exceed manufacturer's recommended deflection.

1. Apply welded-wire fabric reinforcement to interior and exterior of exposed interior and exterior surfaces greater than 6 inches in diameter. Welded-wire fabric: minimum W1; maximum spacing 2 inches by 4 inches; 3/8 inch from surface of steel plate or middle third of lining or coating thickness for mortar thickness less than 3/4 inch.

2. Fill exposed interior and exterior surfaces with non-shrink grout.

3. For large-diameter water mains, perform field welds on interior and exterior of pipe.

4. For large-diameter water mains, provide minimum overlap of 2 inches of butt strap over adjacent piece on butt-strap closures.

3.07 CATHODIC PROTECTION APPURTENANCES

A. Where identified on Drawings, modify pipe for cathodic protection as detailed on Drawings and specified. Unless otherwise noted, provide insulation kits at connections to existing water system or at locations to isolate one type of cathodic system from another type, between water main, access manhole piping and other major openings in water main, or as shown on Drawings.

B. Bond joints for pipe installed in tunnel or open cut, except where insulating flanges are provided. Weld strap or clip between bell and spigot of each joint. No additional bonding required where joints are welded for thrust restraint.

C. Bonding Strap or Clip: Free of foreign material that may increase contact resistance between wire and strap or clip.

3.08 SECURING, SUPPORTING AND ANCHORING

A. Support piping as shown on Drawings and as specified in this Section, to maintain line and grade and prevent transfer of stress to adjacent structures.

B. Where shown on Drawings, anchor pipe fittings and bends installed on water main by welding consecutive joints of pipe together to distance each side of fitting. Restrained length, as shown on Drawings, assumes that installation of pipe and subsequent hydrostatic testing begin upstream and proceed downstream, with respect to normal flow of water in pipe. If installation and testing differs from this assumption, submit for approval method of restraining pipe joints upstream and downstream of device used to test against (block valve, blind flange or dished head plug).

C. Use adequate temporary blocking of fittings when making connections to distribution system and during hydrostatic tests. Use sufficient anchorage and blocking to resist stresses and forces encountered while tapping existing water line.

3.09 THRUST RESTRAINT

A. For new water lines 16 inches in diameter and larger, restrain joints as specified in Paragraph 3.06A.5 of this Section.

B. For existing water lines and water lines less than 16 inches in diameter, restrain pipe joints with concrete thrust blocks and provide joints as specified in Paragraph 3.06A.5 of this Section.

C. Prevent any lateral movement of thrust restraints throughout pressure testing and operation. Place 2500 psi concrete conforming to Section 03 30 00 - Concrete for Utility Construction, for blocking at each change in direction of existing water lines, to brace pipe against undisturbed trench walls. Finish placement of concrete blocking, made from Type I cement, 4 days prior to hydrostatic testing of pipeline. Test may be made 2 days after completion of blocking if Type II cement is used.

D. Thrust restraint lengths shown on Drawings are minimum anticipated lengths. These lengths are based on deflections indicated and on use of pre-stressed concrete cylinder pipe. Adjustments in deflections or use of other pipe material may result in reduction or increase of thrust lengths. Perform calculations by pipe manufacturer to verify proposed thrust restraint lengths. Submit calculations for all pipe materials sealed by a registered Professional Engineer for review by the Engineer. Make adjustments in thrust restraint lengths at no additional cost to the Owner.

E. Passive resistance of soil will not be permitted in calculation of thrust restraint.

F. Use minimum 20-foot length of pipe in and out of joints made up of beveled pipe where restraint joint lengths are not identified on Drawings. Otherwise, provide welded restraint joints for a minimum length of 20 feet on each side of beveled joints.

3.10 POLYETHYLENE WRAP

A. Double wrap pipe and appurtenances (except fire hydrants) with 8-mil polyethylene film.

B. Conform to requirements of Section 33 05 33 - Polyethylene Wrap.

3.11 CLEANUP AND RESTORATION

A. Provide cleanup and restoration crews to work closely behind pipe laying crews, and where necessary, during chlorination, testing, service transfers, abandonment of old mains, backfill and surface restoration.

B. Upon completion of section not exceeding 4000 feet per crew, chlorinate and pressure test. Begin transfer of services no later than 7 calendar days after successful completion of chlorination and pressure testing.

C. After transfer of services, but no later than 21 calendar days after successful completion of chlorination and pressure testing, begin abandonment of old mains, including re-sodding and placement of sidewalks and pavements.

D. Do not begin construction of additional sections if above conditions are not met.

E. For large-diameter water mains, do not install more than 2000 feet of main, without the previous 2000 feet being cleaned up and site fully restored. Schedule paving crews so repaving work will not lag behind pipe laying work by more than 1000 feet. Failure to comply with this requirement will result in a "Notice of Nonconformance".

3.12 CLEANING PIPING SYSTEMS

A. Remove construction debris or foreign material and thoroughly clean and flush piping systems. Provide temporary connections, equipment and labor for cleaning.

3.13 DISINFECTION OF WATER LINES

A. Conform to requirements of Section 33 13 00 - Disinfection of Water lines.

3.14 FIELD HYDROSTATIC TESTS

A. Conform to requirements of Section 33 05 05.13 - Hydrostatic Testing of Pipelines.

END OF SECTION

SECTION 33 12 15

GATE VALVES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Gate valves.

1.02 MEASUREMENT AND PAYMENT

A. Payment will be made for gate valves at the unit price for each gate valve and valve box installed for the various sizes itemized under this Section. Unit Prices shall include all materials and labor necessary to install the gate valves.

1.03 REFERENCES

A. ASTM A 307 - Carbon Steel Externally Threaded Standard Fasteners.

B. ASTM B 62 - Composition Bronze or Ounce Metal Casting.

C. ASTM D 429 - Test Methods for Rubber Property-Adhesion to Rigid Substrates.

D. ASTM B 763 - Copper Alloy Sand Casting for Valve Application.

E. AWWA C 500 - Gate Valves, 3 Through 48 in. NPS, for Water and Sewage Systems.

F. AWWA C 509 - Resilient-seated Gate Valves, 3 through 12 NPS, for Water and Sewage Systems.

G. AWWA C 550 - Protective Epoxy Interior Coatings for Valves and Hydrants.

1.04 SUBMITTALS

A. Submittals shall conform to requirements of Section 01 33 00 - Submittal Procedures.

B. Submit manufacturer's product data for proposed valves for approval.

1.05 QUALITY CONTROL

A. Submit manufacturer's affidavit that gate valves are manufactured in the United States and conform to stated requirements of AWWA C 500, AWWA C 509, and this Section, and that they have been satisfactorily tested in the United States in accordance with AWWA C 500 and AWWA C 509.

PART 2 P R O D U C T S

2.01 MATERIALS

A. Gate Valves 4 Inches to 12 Inches in Diameter: Non-directional, resilient seated (AWWA C 509), 200 psig, bronze mounting, Mechanical Joint ends, and nut-operated unless otherwise specified. Provide resilient seated valves manufactured by Mueller 2360 Series, or approved equal. Comply with following requirements:

1. Design: Fully encapsulated rubber wedge or rubber seat ring mechanically attached with minimum 304 stainless-steel fasteners or screws; threaded connection isolated from water by compressed rubber around opening.

2. Body: Cast iron, flange bonnet and stuffing box together with 304 SS or 316 SS bolts. Manufacturer's initials, pressure rating, and year manufactured shall be cast in body.

3.. Bronze: Valve components in waterway to contain not more than 15 percent zinc and not more than 2 percent aluminum.

4. Stems: ASTM B 763 bronze, alloy number 995 minimum yield strength of 40,000 psi; minimum elongation in 2-inches of 12 percent, non-rising.

5. O-rings: AWWA C 509, sections 2.2.6 and 4.8.2.

6. Stem Seals: Consist of three O-rings, two above and one below thrust collar with anti-friction washer located above thrust collar.

7. Stem Nut: Independent or integrally cast of ASTM B 62 bronze.

8. Resilient Wedge: Molded, synthetic rubber, vulcanized and bonded to cast or ductile iron wedge or attached with 304 stainless steel screws tested to meet or exceed ASTM D 2000; seat against epoxy-coated surface in valve body.

9. Bolts: AWWA C 509 Section 4.4; 304 or 316 stainless steel only.

10. Direct bury Valves open counterclockwise.

B. If type of valve is not indicated on Drawings, use gate valves as line valves for sizes less than 16-inches. If type of valve is indicated, no substitute is allowed.

C. Gate Valves 1-1/2 Inches in Diameter and Smaller: 125 psig; bronze; rising-stem; single-wedge; disc type; screwed ends; such as Crane No. 428, or approved equal.

D. Coatings for Gate Valves 2 Inches and Larger: AWWA C 550; Indurall 3300 or approved equal, non-toxic, imparts no taste to water, functions as physical, chemical, and electrical barrier between base metal and surroundings, minimum 10-mil-thick, fusion-bonded epoxy. Prior to assembly of valve, apply protective coating to interior and exterior surfaces of body.

E. Gate Valves 2 Inches in Diameter: Cast Iron body, non-rising stem, 500-psi test, 2-inch square nut operating counter clockwise to open.

F. Gate Valves 16 Inches and larger in Diameter: Non-directional, resilient seated (AWWA C 509), 200 psig, bronze mounting, Mechanical Joint ends, and nut-operated unless otherwise specified. Provide resilient seated valves manufactured by Mueller 2361 Series, or approved equal. Comply with following requirements:

1. Design: Fully encapsulated rubber wedge or rubber seat ring mechanically attached with minimum 304 stainless-steel fasteners or screws; threaded connection isolated from water by compressed rubber around opening.

2. Body: Cast iron, flange bonnet and stuffing box together with 304 SS or 316 SS bolts. Manufacturer's initials, pressure rating, and year manufactured shall be cast in body.

3.. Bronze: Valve components in waterway to contain not more than 15 percent zinc and not more than 2 percent aluminum.

4. Stems: ASTM B 763 bronze, alloy number 995 minimum yield strength of 40,000 psi; minimum elongation in 2-inches of 12 percent, non-rising.

5. O-rings: AWWA C 509, sections 2.2.6 and 4.8.2.

6. Stem Seals: Consist of three O-rings, two above and one below thrust collar with anti-friction washer located above thrust collar.

7. Stem Nut: Independent or integrally cast of ASTM B 62 bronze.

8. Resilient Wedge: Molded, synthetic rubber, vulcanized and bonded to cast or ductile iron wedge or attached with 304 stainless steel screws tested to meet or exceed ASTM D 2000; seat against epoxy-coated surface in valve body.

11. Bolts: AWWA C 509 Section 4.4; 304 or 316 stainless steel only.

12. Gate Valves for Fire Hydrants leads shall be provided with Aquagrip connection.

G. Gate Valves Installed at Greater than 4-foot Depth: Provide non-rising, extension stem having coupling sufficient to attach securely to operating nut of valve. Upper end of extension stem shall terminate in square wrench nut no deeper than 4 feet from finished grade.

H. Gate Valves in Factory Mutual (Fire Service) Type Meter Installations: Conform to provisions of this specification; outside screw and yoke valves; carry label of Underwriters' Laboratories, Inc.; flanged, Class 125; clockwise to close.

I. Provide flanged joints when valve is connected to steel or PCCP.

PART 3 EXECUTION

3.01 INSTALLATION

A. Earthwork. Conform to applicable provisions of Section 31 23 33 - Excavation and Backfilling for Utilities.

B. Operation. Do not use valves for throttling without prior approval of manufacturer.

3.02 SETTING VALVES AND VALVE BOXES

A. Remove foreign matter from within valves prior to installation. Inspect valves in open and closed positions to verify that parts are in satisfactory working condition.

B. Install valves and valve boxes where shown on Drawings. Set valves plumb and as detailed. Center valve boxes on valves. Carefully tamp earth around each valve box for minimum radius of 4 feet, or to undisturbed trench face if less than 4 feet. Install valves completely closed when placed in water line.

C. For pipe section of each valve box, use only cast iron, ductile iron, or DR18 PVC pipe cut to proper length. Size to allow future operation of valve. Assemble and brace box in vertical position as indicated on Drawings.

3.03 DISINFECTION AND TESTING

A. Solid-Wedge Gate Valves: Apply hydrostatic pressure equal to twice rated working pressure of valve with both ends bulk headed and gate open. The valve shall show no leakage through metal, flanged joints, or stem seals. Test at rated working pressure, applied through bulkheads alternately to each side of closed gate with opposite side open for inspection. The valve shall show no leakage through metal, flanged joints, or stem-seals. Do not exceed a leakage rate of 1 oz/hr/inch of nominal valve size.

B. Repair or replace valves which exceed the leakage rate.

3.04 PAINTING OF VALVES

A. Paint valves in vaults, stations, and above ground using ACRO Paint No. 2215, or approved equal.

B. If damage to the exterior surface of the fire hydrant occurs during the handling and/or installation of the hydrant, the contractor shall be responsible for the touch-up/repair of said exterior surface. The Contractor shall follow the hydrants manufactures recommendations for such repairs.

END OF SECTION

SECTION 33 12 16

WATER UTILITY DISTRIBUTION VALVES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Gate valves.

1.02 DELETED

1.03 REFERENCES

A. ASTM A 307 - Carbon Steel Externally Threaded Standard Fasteners.

B. ASTM B 62 - Composition Bronze or Ounce Metal Casting.

C. ASTM D 429 - Test Methods for Rubber Property-Adhesion to Rigid Substrates.

D. ASTM B 763 - Copper Alloy Sand Casting for Valve Application.

E. AWWA C 500 - Gate Valves, 3 Through 48 in. NPS, for Water and Sewage Systems.

F. AWWA C 509 - Resilient-seated Gate Valves, 3 through 12 NPS, for Water and Sewage Systems.

G. AWWA C 550 - Protective Epoxy Interior Coatings for Valves and Hydrants.

1.04 SUBMITTALS

A. Submittals shall conform to requirements of Section 01 33 00 - Submittal Procedures.

B. Submit manufacturer's product data for proposed valves for approval.

1.05 QUALITY CONTROL

A. Submit manufacturer's affidavit that gate valves are manufactured in the United States and conform to stated requirements of AWWA C 500, AWWA C 509, and this Section, and that they have been satisfactorily tested in the United States in accordance with AWWA C 500 and AWWA C 509.

PART 2 PRODUCTS

2.01 MATERIALS

A. Gate Valves: AWWA C 500, AWWA C 509 and additional requirements of this Section. Direct bury valves and those in subsurface vaults open clockwise; aboveground and plant valves open counterclockwise.

B. If type of valve is not indicated on Drawings, use gate valves as line valves for sizes less than 16-inches. If type of valve is indicated, no substitute is allowed.

C. Gate Valves 1-1/2 Inches in Diameter and Smaller: 125 psig; bronze; rising-stem; single-wedge; disc type; screwed ends; such as Crane No. 428, or approved equal.

D. Coatings for Gate Valves 2 Inches and Larger: AWWA C 550; Indurall 3300 or approved equal, non-toxic, imparts no taste to water, functions as physical, chemical, and electrical barrier between base metal and surroundings, minimum 10-mil-thick, fusion-bonded epoxy. Prior to assembly of valve, apply protective coating to interior and exterior surfaces of body.

E. Gate Valves 2 Inches in Diameter: Cast Iron body, non-rising stem, 500-psi test, 2 inch square nut operating clockwise to open.

F. Gate Valves 4 Inches to 12 Inches in Diameter: Non-directional, resilient seated (AWWA C 509), 200 psig, bronze mounting, Mechanical Joint ends, and nut-operated unless otherwise specified. Provide resilient seated valves manufactured by Mueller 2360 Series, or approved equal. Comply with following requirements:

1. Design: Fully encapsulated rubber wedge or rubber seat ring mechanically attached with minimum 304 stainless-steel fasteners or screws; threaded connection isolated from water by compressed rubber around opening.

2. Body: Cast iron, flange bonnet and stuffing box together with 304 SS or 316 SS bolts. Manufacturer's initials, pressure rating, and year manufactured shall be cast in body.

3.. Bronze: Valve components in waterway to contain not more than 15 percent zinc and not more than 2 percent aluminum.

4. Stems: ASTM B 763 bronze, alloy number 995 minimum yield strength of 40,000 psi; minimum elongation in 2 inches of 12 percent, non-rising.

5. O-rings: AWWA C 509, sections 2.2.6 and 4.8.2.

6. Stem Seals: Consist of three O-rings, two above and one below thrust collar with anti-friction washer located above thrust collar.

7. Stem Nut: Independent or integrally cast of ASTM B 62 bronze.

8. Resilient Wedge: Molded, synthetic rubber, vulcanized and bonded to cast or ductile iron wedge or attached with 304 stainless steel screws tested to meet or exceed ASTM D 2000; seat against epoxy-coated surface in valve body.

9. Bolts: AWWA C 509 Section 4.4; 304 or 316 stainless steel only.

G. Gate Valves 14 Inches to 24 Inches in Diameter: AWWA C 500; push-on bell ends with rubber rings and nut-operated unless otherwise specified, double disc, 150 psi, and comply with the following:

1. Body: Cast or ductile iron; flange together bonnet and stuffing box with ASTM A 307 Grade B bolts. Manufacturer's initials, pressure rating, and year manufactured shall be cast in body. Equip with rollers, tracks, and scrapers.

2. Stems: Machined from ASTM B 62 bronze rod with integral forged thrust collar machined to size; non-rising.

3. Stem Seals: Consist of one O-ring above and one O-ring below thrust collar with anti-friction washer located above thrust collar for operating torque.

4. Stem Nut: Independent or integrally cast of ASTM B 62 bronze.

5. Discs: Cast iron with bronze disc rings securely pinned into machined dovetailed grooves.

6. Wedging Device: Solid bronze or cast-iron, bronze-mounted wedges. Thin plates or shapes integrally cast into cast-iron surfaces are acceptable. Other moving surfaces integral to wedging action shall be bronze monel or nickel alloy-to-iron.

7. Bronze Mounting: Built as integral unit mounted over, or supported on, cast-iron base and of sufficient dimensions to be structurally sound and adequate for imposed forces.

8. Gear Cases: Cast iron; furnished on 18-inch and larger valves and of extended type with steel side plates, lubricated, gear case enclosed with oil seal or O-rings at shaft openings.

9. Stuffing Boxes: Located on top of bonnet and outside gear case.

H. Gate Valves 20 Inches and Larger: Furnish and equip with bypass valves.

1. Sizes: Provide 3-inch bypass valves for 16-inch through 20-inch gate valves. Provide 4-inch bypass valves for 24-inch gate valves.

I. Valves 4 Inches through 12 Inches for Installation in Vertical Pipe Lines: Double disc, square bottom.

J. Valves 14 Inches and Larger for Installation in Horizontal Pipe Lines: Equipped with bronze shoes and slides.

K. Gate Valves Installed at Greater than 4 foot Depth: Provide non-rising, extension stem having coupling sufficient to attach securely to operating nut of valve. Upper end of extension stem shall terminate in square wrench nut no deeper than 4 feet from finished grade.

L. Gate Valves in Factory Mutual (Fire Service) Type Meter Installations: Conform to provisions of this specification; outside screw and yoke valves; carry label of Underwriters' Laboratories, Inc.; flanged, Class 125; clockwise to close.

M. Provide flanged joints when valve is connected to steel or PCCP.

PART 3 EXECUTION

3.01 INSTALLATION

A. Earthwork. Conform to applicable provisions of Section 31 23 33 - Excavation and Backfilling for Utilities.

B. Operation. Do not use valves for throttling without prior approval of manufacturer.

3.02 SETTING VALVES AND VALVE BOXES

A. Remove foreign matter from within valves prior to installation. Inspect valves in open and closed positions to verify that parts are in satisfactory working condition.

B. Install valves and valve boxes where shown on Drawings. Set valves plumb and as detailed. Center valve boxes on valves. Carefully tamp earth around each valve box for minimum radius of 4 feet, or to undisturbed trench face if less than 4 feet. Install valves completely closed when placed in water line.

C. For pipe section of each valve box, use only cast iron, ductile iron, or DR18 PVC pipe cut to proper length. Size to allow future operation of valve. Assemble and brace box in vertical position as indicated on Drawings.

3.03 DISINFECTION AND TESTING

A. Assist the Utility Owner with disinfection of valves and appurtenances as required by Section 02514 - Disinfection of Waterlines and test as required by Section 02511 - Water Mains.

B. Double-Disc Gate Valves: Apply hydrostatic test pressure equal to twice the rated working pressure of valve between discs. The valve shall show no leakage through metal, flanged joints, or stem seals. Test at rated working pressure, applied between discs. The valve shall show no leakage through metal, flanged joints, or stem seals. Do not exceed a leakage rate of 1 oz/hr/inch of nominal valve size.

C. Solid-Wedge Gate Valves: Apply hydrostatic pressure equal to twice rated working pressure of valve with both ends bulk headed and gate open. The valve shall show no leakage through metal, flanged joints, or stem seals. Test at rated working pressure, applied through bulkheads alternately to each side of closed gate with opposite side open for inspection. The valve shall show no leakage through metal, flanged joints, or stem-seals. Do not exceed a leakage rate of 1 oz/hr/inch of nominal valve size.

D. Repair or replace valves which exceed the leakage rate.

3.04 PAINTING OF VALVES

A. Paint valves in vaults, stations, and above ground using ACRO Paint No. 2215, or approved equal.

END OF SECTION

SECTION 33 12 16.13

TAPPING SLEEVES AND VALVES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Tapping sleeves and valves for connections to existing water system.

1.02 DELETED

1.03 REFERENCES

A. ANSI B 16.1 - Cast Iron Pipe Flanges and Flanged Fittings.

B. AWWA C 110 - Ductile-Iron and Gray-Iron Fittings, 3 in. through 48 in., for Water and other Liquids.

C. AWWA C 111 - Rubber-Gasket Joints for Ductile-Iron and Gray-Iron Pressure Pipe and Fittings.

D. AWWA C 200 - Steel Water Pipe 6 in. And Larger.

E. AWWA C 207 - Steel Pipe Flanges for Waterworks Service - Sizes 4 in. through 144 in.

F. AWWA C 500 - Gate Valves, 3 through 48 in. NPS, for Water and Sewage Systems.

1.04 SUBMITTALS

A. Submit product data in accordance with requirements of Section 01 33 00 - Submittal Procedures.

B. Submit results of tapping sleeves NPT test opening.

C. Submit manufacturer's affidavit stating that valves for tapping into existing water lines conform to Section 02521 - Gate Valves and to requirements of AWWA C 500 and that they have been satisfactorily tested in accordance with AWWA C 500.

1.05 DELIVERY, STORAGE AND HANDLING

A. Ship steel sleeves in wooden crates that provide protection from damage to epoxy coating during transport and storage.

PART 2 PRODUCTS

2.01 MATERIALS

A. Tapping Sleeves:

1. Tapping Sleeve Bodies: Tapping valves will be Mueller SS Series Stainless Steel Service Saddle with all 304SS exterior bolts, or approved equal. Flange bolts must be 304 SS or 316 SS.

2. Branch Outlet of Tapping Sleeve:

a. Flanged, machined recess, AWWA C 207, Class D, ANSI 150 pound drilling.

b. Gasket: Affixed around recess of tap opening to prevent rolling or binding during installation.

3. Use cast iron split sleeve where fire service from 6-inch main is approved.

B. Welded-steel tapping-sleeve bodies may be used in lieu of cast or ductile iron bodies for following sizes and with following restrictions:

1. Flange: AWWA C 207, Class D, ANSI 150 pound drilling.

2. Gasket: Affixed around recess of tap opening to prevent rolling or binding during installation.

3. Steel sleeves are restricted to use on pipe sizes 6 inches and larger.

4. Body: Heavy, welded-steel construction; top half grooved to retain neoprene O ring seal permanently against outside diameter of pipe.

5. Bolts: AWWA C 500 Section 3.5; coated with 100 percent vinyl resin or corrosive resistant material.

6. Steel Sleeves Finish: Fusion-bonded epoxy coated to minimum 12 mil thickness.

7. Finished Epoxy Coat: Free of laminations and blisters; and remain pliant and resistant to impact with non-peel finish.

8. Steel tapping sleeves shall be Smith Blair No. 622, JCM No. 412, or approved equal.

9. Tapping Sleeves: Provide with 3/4-inch NPT test opening for testing prior to tapping. Provide 3/4-inch bronze plug for opening.

10. Do not use steel sleeves for taps greater than 75 percent of pipe diameter.

C. Tapping Valves: Meet requirements of Section 02521 - Gate Valves with following exceptions:

1. Inlet Flanges:

a. AWWA C 110; Class 125.

b. AWWA C 110; Class 150 and higher: Minimum 8-hole flange.

2. Outlet: Standard mechanical or push-on joint to fit any standard tapping machine.

3. Valve Seat Opening: Accommodate full-size shell cutter for nominal size tap without any contact with valve body; double disc.

D. Valve Boxes: Standard A valve box conforming to requirements of Section 33 12 33 - Valve Boxes, Meter Boxes, and Meter Vaults.

PART 3 EXECUTION

3.01 APPLICATION

A. Install tapping sleeves and valves at locations and of sizes shown on Drawings. Install sleeve so valve is in a horizontally level position.

B. Clean tapping sleeve, tapping valve, and pipe prior to installation and in accordance with manufacturer's instructions.

C. Hydrostatically test installed tapping sleeve to 150 psig for a minimum of 15 minutes. Inspect sleeve for leaks, and remedy leaks prior to tapping operation.

D. When tapping concrete pressure pipe, size on size, use shell cutter one standard size smaller than water line being tapped.

E. Do not use Large End Bell (LEB) increasers with a next size tap unless existing pipe is asbestos-cement.

3.02 INSTALLATION

A. Tighten bolts in proper sequence so that undue stress is not placed on pipe.

B. Align tapping valve properly and attach to tapping sleeve.

C. Make tap with sharp, shell cutter:

1. For 12-inch and smaller tap, use minimum cutter diameter one-half inch less than nominal tap size.

2. For 16-inch and larger tap, use manufacturer's recommended cutter diameter.

D. Withdraw coupon and flush cuttings from newly-made tap.

E. Wrap completed tapping sleeve and valve in accordance with Section 02511 - Water Mains.

F. Place concrete thrust block behind tapping sleeve (not over tapping sleeve and valve).

G. Request inspection of installation prior to backfilling.

H. Backfill in accordance with Section 31 23 33 - Excavation and Backfill for Utilities.

END OF SECTION

Section 33 30 00

SANITARY SEWERAGE UTILITIES
SANITARY SEWER PIPE WORK

PART 1 GENERAL

1.01 DESCRIPTION

Under this section is included the furnishing, laying, jointing and testing of all sewer pipe, including sewer pipe and sewer appurtenances, both in open cut and in tunnels, as shown on the drawings or as directed by the engineer.

PART 2 PRODUCTS

2.01 MATERIAL

(A) Gravity Sewer Pipe

1. Gravity sewer pipe may be of any of the following classifications. Any pipe found defective, not meeting the specifications, or improperly installed shall be rejected and so marked and shall be replaced by pipe approved by the engineer at no additional cost to PUB.

    a. Pipe and fittings shall be manufactured in conformance with the materials and methods described in ASTM Specification D-3034. Joint seals shall be compression type rubber gaskets in compliance with the requirements of ASTM Specification D-1869.

    b. Pipe and fittings shall be manufactured in conformance with the materials and methods described in ASTM Specification F-789 and UNI-B-10. Gaskets shall comply with the requirements of ASTM Specification F-477.

(B) Force Mains

1. Pressure sewer pipe will be the following classification. Any pipe found defective, not meeting the specifications, or improperly installed shall be rejected and so marked and shall be replaced by pipe approved by the engineer at no additional cost to PUB.

    a. Polyvinyl chloride pipe for force mains shall conform to AWWA Standard "Polyvinyl Chloride (PVC) Pressure Pipe" C-900 - 750 Class 100 DR25 latest revision. Fittings for polyvinyl chloride (PVC) pipe shall be Ductile Iron Class 125 "Compact Fittings" short body, tar coated (not cement lined). Transition gaskets shall also be included, unless otherwise noted on the contract bid document or drawings.

(C) Watertight Joint Materials

1. The contractor must exert every reasonable effort to secure a watertight joint and prevent infiltration of ground water into or exfiltration of sewage out of all pipe sewers and property service connections. To achieve this, joint material shall be made of the materials as specified herein, unless otherwise set forth in Special Provisions or Proposal. Any joint materials found to be defective or not meeting the specifications shall be rejected and replaced by approved joint materials at no additional cost to PUB.

(D) Pipe Jointing

1. In laying the sewer pipe to line and grade, the pipe shall be jointed in accordance with one of the approved jointing methods. PUB reserves the right, before construction is in progress, to change the type of joints if its engineer so directs.

(E) Polyvinyl Chloride Pipe (PVC) Jointing

1. The contractor shall make certain before jointing polyvinyl chloride pipe that the ring groove in the bell of the pipe is clean with no dirt or foreign material that could interfere with proper seating of the ring. Make sure pipe end is clean. Wipe with a clean dry cloth around the entire circumference from the end to one (1) inch beyond the reference mark. Lubricate the spigot end of the pipe, using only the lubricant supplied by the manufacturer. Be sure the entire circumference is covered. The coating shall be the equivalent of a brush coat of enamel paint. It can be applied by hand, cloth, pad, sponge, or glove. Do not lubricate the rubber ring or the ring groove in the bell because such lubricant could cause ring displacement. The level end is then inserted into the bell so that it is in contact with the ring. Brace the bell, while the level end is pushed in under the ring, so that previously completed joints in the line will not be closed up. The spigot end is pushed until the reference mark on the spigot end is flush with the end of the bell. If undue resistance to insertion of the level end is encountered or the reference mark does not reach the flush position, disassemble the joint and check the position of the ring. If it is twisted or pushed out of its seat, lean the ring, bell and level end and repeat the assembly steps.

2. Water stop joints shall be Polyvinyl Chloride (PVC) or other similar approved joint materials.

(F) SERVICE CONNECTIONS

1. Property service connections shall be installed using Polyvinyl Chloride Pipe (PVC). The pipe shall be SDR-35 and shall be manufactured in accordance with ASTM D-3034. The joints shall be compression type rubber gasket joints conforming to ASTM D-1869. The location of all laterals and service lines shall be shown on the plans. Where no approved street grade has been established, the depth of the connection shall be based on the assumed future street grade or on the present street or ground surface, as determined by the engineer. At times when pipe laying is not in process, the open ends of the pipe shall be closed by a watertight plug or other approved means. This provision shall apply during

the noon hour as well as overnight. If water is in the trench, the seal shall remain in place until the trench is pumped completely dry.

PART 3 EXECUTION

3.01 CONSTRUCTION METHODS

1. After the trench is excavated to a subgrade as specified, it shall be filled to grade with a minimum 6-inch gravel layer. This material shall be mechanically tamped to a density minimum of 90%. This material shall provide a smooth and uniform pipe bed for the entire length of the sewer pipe barrel. Ditching and pipe laying shall be uniformly in a straight line and to uniform elevations unless otherwise specified on the plans. Pipe and fittings shall be carefully handled to avoid damage. Before placing pipe into the trench, the outside of the spigot and the inside of the bell shall be wiped clean and dry, free from oil and grease. Every precaution shall be taken to prevent foreign material from entering the pipe. During layout operation, no debris, tools, clothing or other material shall be placed into the pipe. After placing a length of pipe into the trench, the spigot end shall be centered in the bell, the pipe forced home, brought to the correct alignment and covered with an approved backfill material. When the pipe is installed, metallic tape shall be buried as directed by the PUB inspector, but no greater than 4' below the finished grade or less than 2' above the top of the pipe for location purposes.

2. Sewer Appurtenances - Appurtenances to the sewer shall be provided and laid in accordance with the drawings and in the manner as specified herein. Appurtenances in addition to those required by the drawings or the proposal, as approved or directed by the engineer, shall be paid for under the appropriate items of the proposal.

3. Branches and Fittings - Branches and fittings shall be provided and laid as and where directed. T-branches and Y-branches, placed in the sewer for property service connections, shall be located by the contractor, as directed by the engineer, at such points in the sewer so as to result in the property service connection having the shortest length possible between the sewer and property line or easement line, unless otherwise indicated on the drawing or directed by the engineer.

4. Stubs - Stubs for future sewer pipe shall be installed as indicated by the drawings. If the specified length of the stub is exceeded, there will be no additional cost to PUB unless the extra length is ordered by the engineer. Existing sewer pipe stubs shall be removed as required, but only when directed by the engineer.

5. Stacks - Stacks shall be constructed as and where directed. The height of the stack shall be as indicated on the drawings, set forth in the proposal, as determined by the engineer. The stack shall encased in-concrete in accordance with the "Typical Sewer Details" drawings.

6. Drop Inlets - Drop inlets to the manhole shall be constructed as and where indicated by the drawings of either of the types shown on the "Typical Sewer Details" drawings, as directed by the engineer.

7. Cleanouts - Cleanouts on all service laterals shall be installed at the location shown on the plans and in accordance with the Wastewater Construction Standards.

8. Manholes - Manholes shall be constructed as shown on the "Typical Sewer Details" drawings to the elevations shown on the plan-profile sheets, or as directed. The manholes specified shall be Glass Fiber-Reinforced Polyester Manholes for use in sanitary sewer applications. They shall be a one-piece unit of one class, fabricated in a composite laminate. Walls shall be of uniform thickness and shall be free from thin spots and voids. Exterior surface shall be free of ridges and sharp protrusions and reinforcement. Interior surface shall also be smooth and free of ridges so as to facilitate self-cleaning. The exterior surface shall be covered with graded sand to facilitate bonding to the concrete base pad, cement stabilized sand backfill and cement grout used to seal around all incoming lines. The main line over which the manhole cut-out will be set shall be fitted with a seal ring as manufactured by Johns-Manville Manufacturing or equal (as per ASTM C-923 requirements). The manholes shall be Containment Solutions, Inc. Flowtite Fiberglass Manholes or approved equal that conforms to ASTM D. 3753-81, Standard Specifications for Glass Fiber-Reinforced Polyester Manholes and all noted applicable documents. The manufacturer shall submit written certification that their product meets the requirements of ASTM D. 3753-81 with test results of specified manholes included.

9. Stoppers and Bulkheads - Open ends of pipes and branches smaller than 15 inches in diameter shall be sealed with stoppers, cemented into place in an acceptable manner using a rubber gasket between the stopper and socket. Openings 15 inches in diameter and larger shall be closed with brick bulkheads at least 4 inches thick or by other approved methods as authorized. All openings to the pipeline shall be satisfactorily protected from the entrance of earth, water or other material. If a temporary bulkhead is constructed to prevent sewage from backing into the trench excavation or to prevent foreign material from entering the sewer from the new sewer trench, the contractor shall be responsible for reconstructing, repairing, or replacing those portions of the existing sewers removed or damaged by his operations. Existing bulkheads shall be removed as indicated by the drawings or set forth in the proposal, but not until directed by the engineer.

3.02 EXECUTION

1. Air Testing - This shall cover the testing of completed sections of installed sewer pipe using low air pressure. The contractor shall conduct low air pressure tests on completed sections of sewer mains. The air test results will be used to evaluate materials and construction methods on the pipe line sections, and successful air tests shall be mandatory for the acceptance of the lines. The Contractor shall furnish all labor and material required to complete all testing required by this specification.

2. Material for Air Testing - The following materials will be furnished by the contractor and utilized for air testing sewer mains:

   a. Compressor Air Supply: Any source which will provide at least three hundred (300) cubic feet per minute at one hundred (100) pounds per square inch. The compressor air supply shall be furnished by the contractor.

   b. Plugs, valves, pressure gauges, air hose, connections and other equipment necessary to conduct the air test shall be furnished by the contractor. The test equipment for air testing will consist of valves, plugs, and pressure gauges used to control the rate at which air flows to the test section and to monitor the air pressure inside the plugs. Test equipment shall be assembled as follows:

      1. hose connection
      2. shut off valve
      3. throttle valve
      4 pressure reduction valve
      5. gauge cock
      6. monitoring pressure gauge

3. Test Procedures - The following procedures will be utilized for air testing sewer mains:

   a. Determine section of line to be tested.

   b. Apply air pressure until the pressure inside the pipe reaches 4 psig.

   c. Allow the pressure inside the pipe to stabilize, then bleed back to 3.5 psig.

   d. At 3.5 psig, the time, temperature and pressure will be observed and recorded. A minimum of five (5) readings will be required for each test. If the time in seconds for the air pressure to decrease from 3.5 psig to 2.5 psig is greater than that shown in the following table, the pipe shall be presumed to be free from defect. When these rates are exceeded, pipe breakage, joint leakage, or leaking plugs are indicated and an inspection must be made to determine the cause. The contractor shall effect such repairs as may be required to accomplish a successful air test.

Table 1 Minimum Test Time for Various Pipe Sizes

Nominal Pipe Size, in.	T(time) min/100 ft.	Nominal Pipe Size, in.	T(time) min/100 ft.
3	0.2	21	3.0
4	0.3	24	3.6
6	0.7	27	4.2
8	1.2	30	4.8

10	1.5	33	5.4
12	1.8	36	6.0
15	2.1	39	6.6
18	2.4	42	7.3

4. Leakage Test - A leakage test may be requested by the engineer at any time to determine whether or not there is excessive infiltration and to assure that the sewer section is substantially watertight. The engineer may order the contractor to make leakage tests of as many sections as may be necessary to determine whether the work complies with the criteria for the rate of leakage. A section shall consist of a reach from one manhole to the next manhole provided the manholes are at least 300 feet apart and preferably 400 feet. Leakage tests shall be conducted, and measurements made, for a minimum of one hour. The tests may be conducted over a longer period of time with no reduction in the rate of leakage.

   a. Leakage into Sewer - Leakage into the sewer including manholes, shall not exceed a rate of 50 gallons per 24 hours per inch diameter per mile of sewer. There shall be no gushing or spurting streams entering the sewer or manhole and where encountered they shall be repaired regardless of the rate of infiltration at no additional cost to PUB. Where practicable, the tests for leakage into the sewers shall be made at a time when the groundwater level is at a maximum, but it must be at least one foot above the top of the pipe of the highest elevation in the section being tested.

   b. Leakage out of Sewer - Where the groundwater level is less than one foot above the top of-the pipe and where conditions will permit, the sewers shall be subjected to an internal pressure by plugging the pipe at both ends and then filling the sewer and manholes with clean water to a height above the top of the pipe sufficient to obtain satisfactory measurements to determine the rate of leakage. The rate of leakage from the sewers may be determined by either the amount of subsidence in the water surface level of the amount of water required to maintain the original water surface level above the top of the pipe. Leakage from the sewers under test shall not exceed the requirement of leakage into sewers as specified in Section 4.7.1, except that an allowance of an additional 10 percent of gallonage shall be permitted for each additional 2 feet of head over a basic 2 foot minimum internal head.

   c. Requirements of the Contractor - The contractor shall construct such weirs or other means of measurements as may be required, shall furnish water and shall do all necessary pumping to enable the tests to be properly made. When a leakage test fails, the contractor shall do such other work as may be necessary until the rate of leakage meets the above requirements, as determined by additional leakage tests.

5. Deflection Testing for Gravity PVC Sewer Lines

a. No sooner than 30 days, nor later than 12 months after the pipe has been installed and backfilling has been completed, tests for deflection will be made. A deflection of more than 5 percent of the inside diameter of the pipe shall be cause for rejection, and the line will be removed and replaced at the contractor's expense. A GO NO-GO Deflection Testing Mandrel, to be furnished by the contractor, and certified by the engineer, shall be used. The testing shall consist of the following:

1. Completely flush the line, if required, making sure the pipe is clean of any mud or debris that would hinder the passage of the mandrel.
2. During the final flushing of the line, attach a floating block or ball to the end of the mandrel pull rope and float the rope through the line.
3. After the rope is threaded through the line, connect the pull rope to the mandrel and place the mandrel in the entrance of the rope.
4. Connect a retrieval rope to the back of the mandrel to pull it back if necessary.
5. Remove all slack in the pull rope and place a tape marker on the rope at the ends of the pipe where the mandrel will exit, determining the location of the mandrel in the line.
6. Using manhole guide pulleys, draw mandrel through the sewer line, if any irregularity of pipe deformation exceeding the allowable 5 percent is encountered in the line, the line shall be uncovered at the point.
7. If an obstructed or over-deflected section is found, locate it; dig down and uncover pipe; inspect the pipe; if any damaged pipe is found, replace it. If pipe is not damaged, re-round the pipe, replace and thoroughly tamp the embedment and initial backfill; replace remainder of backfill.
8. Re-test this entire section for deflection.
9. Any pipe removed shall be replaced by use of gasketed repair couplings. Each and every deflection test shall be conducted in the presence of the owner's or engineer's representative.

b. The Contractor shall furnish all labor and material required to clean and flush and complete all testing required by this specification. The owner, at their discretion, may televise the sewer lines in lieu of the mandrel test. Televising equipment will be furnished by the owner. The contractor shall furnish labor to assist PUB inspectors to operate televising equipment. Labor shall consist of a minimum of 2 persons. Televising work will normally be performed during other than normal working hours, including Saturdays and after 5 PM on weekdays.

If there are insufficient roadways within the project area, the contractor will furnish the equipment necessary to gain full access to the site.

6. Force Main Hydrostatic Testing

a. After the pipe and appurtenance have been installed, test line and drain. Prevent damage to the Work or adjacent areas. Use clean water to perform tests.

b. The Utility Owner may direct tests of relatively short sections of completed lines to minimize traffic problems or potential public hazards.

c. Test pipe in the presence of the Utility Owner.

d. Test pipe at 150 psig or 1.5 times design pressure of the pipe, whichever is greater. Design pressure of the force main shall be the rated total dynamic head of the lift station pump.

e. Test pipe at the required pressure for a minimum of 2 hours according to requirements of Uni-B-3.

f. Maximum allowable leakage shall be as calculated by the following formula:

$$L = (S)\ (D)\ (P^{0.5}) / 133{,}200$$

Where: L = Leakage in gallons per hour.
S = Length of pipe in feet.
D = Inside diameter of pipe in inches.
P = Pressure in pounds per square inch.

g. Correct defects, cracks, or leakage by replacement of defective items or by repairs as approved by the Utility Owner.

h. Plug openings in the force main after testing and flushing. Use cast iron plugs or blind flanges to prevent debris from entering the tested pipeline.

7. Pigging Test

1. After completion of hydrostatic testing and prior to final acceptance, test force mains longer than 200 feet by pigging to ensure piping is free of obstructions.

2. Pigs: Provide proving pigs manufactured of an open-cell polyurethane foam body, without any coating or abrasives which would scratch or otherwise damage interior pipe wall surface or lining. Pigs shall be able to pass through reductions of up to 65 percent of the nominal cross-sectional area of the pipe. Pigs shall be able to pass through standard fittings such as 45-degree and 90-degree elbows, crosses, tees, wyes, gate valves, or plug valves, as applicable to the force main being tested.

3. Test Execution: Pigging test shall be conducted in the presence of the Utility Owner. Provide at least 48-hours notice of scheduled pigging of the force main prior to commencing the test.

Part 4 MEASUREMENT AND PAYMENT

A. Unless prescribed elsewhere in the contract documents, Unit Prices as follows.

1. Payment for normal depth sanitary sewer, up to 8 feet deep, by open-cut or augered with or without casing is on a linear foot basis for each size of pipe. Depth is measured from bottom of the pipe to the proposed natural ground. Separate pay items are used for open-cut and augered installation. Unit Prices shall include all materials, fittings, testing and labor necessary to install the sanitary sewer.

2. Payment for extra depth sanitary sewer by open-cut or augered is on a unit price basis per vertical foot for each foot of depth greater than 8 feet. Depth is measured from bottom of the pipe to the proposed natural ground.

3. Payment for normal depth manholes, up to 8 feet deep, is on a unit price basis for each manhole installed. Depth is measured from proposed top of cover to sewer invert. Unit Prices shall include all materials, fittings, testing and labor necessary to install the sanitary sewer manhole.

4. Payment for extra depth manholes is on a unit price basis per vertical foot for each foot of depth greater than 8 feet. Depth is measured from proposed top of cover to sewer invert.

5. Payment will be made for service connection at the unit price for each service connection installed for the various sizes itemized under this Section. Unit Prices shall include all materials, fittings, and labor necessary to install the service connection.

6. Payment for force mains installed by open-cut or augered with or without casing is on a linear foot basis for each size of pipe installed. Separate pay items are used for open-cut and augered installation. Unit Prices shall include all materials, fittings, testing and labor necessary to install the force main.

END OF SECTION

SECTION 33 39 13

MANHOLES, GRATES, RINGS, AND COVERS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Iron castings for manhole frames and covers, inlet frames and grates, catch basin frames and grates, meter vault frames and covers, adjustment rings, and extensions.

B. Ring grates.

1.02 REFERENCES

A. AASHTO - American Association of State Highway and Transportation Officials Standard Specification for Highway Bridges.

B. ASTM A 48 - Specification for Gray Iron Castings.

C. ASTM A 615 - Standard Specification for Deformed Billet-Steel Bars for Concrete Reinforcement.

D. AWS - D 12.1 Welding Reinforcing Steel.

1.03 SUBMITTALS

A. Submit product data in accordance with Section 01 33 00 - Submittal Procedures.

B. Submit copies of manufacturer's specifications, load tables, dimension diagrams, anchor details, and installation instructions.

C. Submit shop drawings for fabrication and installation of casting assemblies that are not included in Drawings. Include plans, elevations, sections and connection details. Show anchorage and accessory items. Include setting drawings for location and installation of castings and anchorage devices.

PART 2 PRODUCTS

2.01 CASTINGS

A. Castings for frames, grates, rings and covers shall conform to ASTM A 48, Class 30. Provide locking covers if indicated on Drawings.

B. Castings shall be capable of withstanding the application of an AASHTO H-20 loading without permanent deformation.

C. Fabricate castings to conform to the shapes, dimensions, and with wording or logos shown on the Drawings. Standard dimensions for manhole covers are 32 inches in diameter.

D. Castings shall be clean, free from blowholes and other surface imperfections. Cast holes in covers shall be clean and symmetrical, free of plugs.

2.02 BEARING SURFACES

A. Machine bearing surfaces between covers or grates and their respective frames so that even bearing is provided for any position in which the casting may be seated in the frame.

2.03 SPECIAL FRAMES AND COVERS

A. Where indicated on the Drawings, provide watertight manhole frames and covers with a minimum of four bolts and a gasket designed to seal cover to frame. Supply watertight manhole covers and frames, Model R-1916H (32-inch cover diameter) manufactured by Neenah Foundry Company, Model V-2420 by Vulcan Foundry, or approval equal.

B. Where shown on the Drawing, provide manhole frames and covers with 48-inch-diameter clear opening, with inner cover for 22-inch diameter clear opening. Provide inner cover with pattern shown on Drawings, Neenah Foundry, Model R-1741-F, Vulcan Foundry V-7, or approved equal.

2.04 FINISH

A. Unless otherwise specified, coat iron castings with the manufacturer's standard asphaltic paint.

2.05 FABRICATED RING GRATES

A. Ring grates shall be fabricated from reinforcing steel conforming to ASTM A 615.

B. Welds connecting the bars shall conform to AWS D 12.1.

PART 3 E X E C U T I O N

3.01 INSTALLATION

A. Install castings according to approved shop drawings, instructions given in related specifications, and applicable directions from the manufacturer's printed materials.

B. Set castings accurately at required locations to proper alignment and elevation. Keep castings plumb, level, true, and free of rack. Measure location accurately from established lines and grades. Brace or anchor frames temporarily in formwork until permanently set.

C. Ring grates shall be fabricated in accordance to the Engineer, Ring Grate for Open End of 18" to 72" Stubs to Ditch, and shall be set in mortar in the mouth of the pipe bell.

END OF SECTION

Section 33 40 00

STORM DRAINAGE UTILITIES
STORM DRAINAGE SYSTEM

PART 1 GENERAL

1.01 SECTION INCLUDES

Storm drainage system includes, but is not limited to construction of storm sewers, culverts, drainage structures, drainage appurtenances, riprap, ditching, backfilling, shoring and dewatering of trenches for storm sewers as required for safe and workmanlike construction.

Storm drains, culverts, safety ends that are in public easements (TX-DOT right-of-way) shall be constructed in accordance with the TX-DOT Construction Specifications.

1.02 MEASUREMENT AND PAYMENT

A. Unless prescribed elsewhere in the Contract Documents, Unit Prices as follows:.

1. Payment for storm sewer lines or culverts installed by open-cut is on a linear foot basis for each size and class of pipe installed.

2. Payment for safety end treatments shall be made for each individual safety end treatment completed and installed.

3. Payment for grate inlets shall be made for each individual grate inlet completed and installed.

4. Payment for storm sewer manholes shall be made for each individual manhole completed and installed.

5. Payment for rip rap or other concrete work shall made for each individual unit completed and installed.

6. Tie-ins and connections to existing drainage structures shall be considered subsidiary to the Work. No additional pay.

1.03 QUALITY ASSURANCE

A. Storm drainpipe may be inspected at the manufacturing source as well as at the job site by the Engineer.

B. Storm drainage systems serving public streets shall be constructed under the inspection of the owning governmental agency. Final acceptance of governmental agency is required prior to final payment under this contract.

PART 2 - PRODUCTS

2.01 BEDDING MATERIAL

Bedding material shall be specified in the drawing details. Sand shall be Bank Run Sand or River Sand, as follows: Durable bank run sand classified as SP, SW, or SM by the Unified Soil Classification System (ASTM D 2487) meeting the following requirements:

1. Less than 15 percent passing the number 200 sieve when tested in accordance with ASTM D 1140. The amount of clay lumps or balls not exceeding 2 percent.

2. Material passing the number 40 sieve shall meet the following requirements when tested in accordance with ASTM D 4318:

   a. Liquid limit: not exceeding 25 percent.

   b. Plasticity index: not exceeding 7.

Contractor shall provide reports to the Owner and the Engineer from an independent testing laboratory that backfill materials to be placed in the Work meet applicable specification requirements. Contractor shall assist Owner, Owner's representative and Testing Lab in obtaining samples, from the delivered materials, for verification testing.

2.02 STORM DRAIN PIPE MATERIALS

A. Storm drainpipe is to be of the size and type shown on the drawings.

B. 1. Reinforced concrete pipe (RCP) and special fittings shall be reinforced concrete culvert, storm drain and sewer pipe conforming to the latest requirements of ASTM Standard Specifications, Serial Designation C-76. Pipe shall be centrifugally cast or vibrated prebed, horizontally or vertically cast or made on a Packerhead machine and shall be furnished in lengths not less than four feet (4') and gasketed.

2. Polyvinyl chloride pipe for pipe sizes 4 inch to 12 inch shall conform to or exceed AWWA Standard "Polyvinyl Chloride (PVC) Pressure Pipe" C900, Class 100 DR-25, or Class 150 DR-18, latest revision, or as shown on plans.
3. HDPE pipe shall be N-12 WT IB (per ASTM F2648)

C. Each pipe shall be clearly marked as required by the Standard Specifications to show its class, date of manufacturer and name or trademark of the manufacturer.

D. Any pipe which has been broken, cracked or otherwise damaged before, during or after delivery, or which has failed to meet the required tests shall be removed from the site of the work and shall not be used therein.

E. All pipe and special fittings shall be new materials which have not been previously used.

F. Nominal inside diameter shall be as shown on the drawings, or as directed by the Engineer.

G. Portland cement and mortar sand for this construction of storm drainage pipe and culverts must be on the project, proven to be the first-class working condition before construction will be permitted to begin.

H. The Sub-contractor shall provide hoisting equipment to handle the pipe in unloading and placing in its final position, without damage to the pipe.

2.03 APPURTENANCE MATERIAL

A. Concrete for storm drainage constructions shall be in accordance with appropriate section of the Specifications for this project. Strength shall be 3,000 psi at age 28 days.

B. Reinforcement - Comply with ASTM A-615

C. Castings - Comply with ASTM A 48, grey cast iron.

D. If Sub-contractor desires to substitute precast drainage structures for structure detailed on the plans, he shall submit design drawings to the Owner and Engineer for consideration. If precast are acceptable by the Engineer, shop drawings for construction will be required.

PART 3 - EXECUTION

3.01 GENERAL

A. All pipe will be laid in an open trench of dimensions as shown on the drawings. No projecting conditions will be allowed.

B. Lengths of storm drainpipe shown on the drawings are approximate distances center to center of structures. Slopes are approximate. The Sub-contractor shall install pipe based on actual field measurements after locating drainage structures in accordance with plan requirements.

C. Particular care shall be exercised in establishing the relationship of storm drainage pipe, drainage structure bases and final drainage top conditions. Drainage structure tops are required to be located in specific position and orientation. Subsurface construction to be located to allow drainage structure construction as detailed on the drawings without modification. In case of misalignment of drainage structure tops and bases, the Sub-contractor will be required to correct the construction as directed by the Engineer.

D. **All connections to the existing storm sewer system shall be cleaned with a high pressure fire hose to clean all silt and debris from piping and inlets**.

3.02 EXCAVATION

A. All excavation shall be unclassified. Excavate all rock, if encountered, and all other unsuitable materials, at no additional cost to the Owner.

B. Should rock be encountered in the trenches, use a backhoe or ripper, until the use of such equipment is not practical.

C. Notify the Engineers and receive written instructions prior to further rock excavation.

D. No blasting shall be permitted.

E. Excavation shall be by open cut. The top portion of the trenches may be excavated as required by the Sub-contractor to any width which will not cause damage to any adjacent structure. The portion of the trench from one-foot (1') above the top of the pipe and below shall not exceed the dimensions shown on the drawings.

F. The bottom of trenches shall be carefully shaped to conform to and support the lower one-fourth of the periphery of the pipe barrel. Where the rock is encountered, it shall be removed to a depth of six inches (6") below bottom of pipe.

G. Excavated material shall be hauled off site at no additional cost to Owner.

3.03 BACKFILLING

A. Backfilling shall be as specified in the Section 31 06 20.16 - titled "Utility Backfill Materials" of these specification.

B. For HDPE pipe (N-12 WT IB per ASTM 2648), manufacturer's backfilling recommendations shall be strictly followed.

3.04 APPURTENANCES

A. All drainage structures are to be constructed as shown on the drawings and in accordance with generally accepted construction practice. Refer to site plans for location and size.

1. The Sub-contractor shall furnish and install drainage structure as shown in detail on the drawings.
2. Structure bottoms shall have shaped inverts.
3. All mortar joints shall be filled full. Joints shall be struck flush inside and out.
4. All pipe, where cut at the face of the structure wall, shall be cut and ground smooth with the face of the wall.
5. All joints around pipe and structure walls at the face of the wall shall be packed full with mortar.
6. The bottom of drainage structures shall be clean of all debris and walls shall be clean of mortar as work progresses.

3.05 CLEANUP

Sewers and structures shall be left clean and free from mud or debris of any kind. When looked through, each line between structures shall show a full circle of light. Otherwise, the Contractor shall be required to remove and replace the defective portion of the work at his own expense.

END OF SECTION

SECTION 02448

PIPE AND CASING AUGERING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Installation of casing for pipe by dry augering or slurry boring methods, together with installation of pipe in the casing.

B. Installation of pipe by slurry boring methods. Construction casing may be used at the Contractor's option.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. Casing installed by augering methods shown on the Drawings, will be measured and paid by the linear foot from end to end of the augered section. Casing installed in the auger pits or open cuts adjacent to augered sections shall be paid for under a separate bid item. Casing installed by open-cut methods where shown on the Drawings, will be measured and paid by the linear foot from end to end of the casing.

2. Pipe augering shown on the Drawings, will be measured and paid by the linear foot from end to end of the augered section.

3. Payment will include and be full compensation for labor, equipment, materials and supervision for excavation and construction of the pipe, complete in place including disposal of excess materials, shoring, dewatering, utility adjustments, grouting, backfill, clean-up, and other related work necessary for construction as indicated on the Drawings and specified this Section.

4. Cost for pits and other excavations are to be included in the unit price for pipe with or without casing.

5. Trench safety systems for pits are to be included in the unit price for pipe with or without casing.

B. Stipulated Price (Lump Sum). There shall be no separate payment for work covered under this section. All costs associated with this item shall be included in the bid price for the entire project. Schedule of Values shall be based on consideration of applicable construction units or quantities determined from construction drawings.

1.03 DEFINITIONS

A. Augering means either "dry augering" or "slurry boring".

B. Dry augering is jacking a casing while excavating the soil at the heading and transporting the spoil back through the casing by an otherwise uncased auger.

C. Slurry boring is installing a casing or pipe by drilling a small diameter pilot hole, followed by reaming the bore to full diameter with the assistance of slurry or drilling fluids.

1.03 REFERENCE STANDARDS

A. American Railway Engineering Association (AREA) Manual for Railway Engineering.

B. American Association of State Highway and Transportation Officials (AASHTO).

C. AWWA C 200 - Steel Water Pipe, 6-Inch and Larger.

1.05 SUBMITTAL

A. Make submittals in conformance with Section 01 33 00 - Submittal Procedures.

B. For installation by augering, submit for review:

1. Description of mechanized excavating equipment.

2. Method of controlling line and grade.

3. Grouting techniques to be used for filling annular void between pipe and casing, and void between pipe or casing and the ground, including equipment, pumping and injection procedures, pressure grout types, and mixes.

4. Locations and dimensions of pits.

5. Pit design and construction drawings.

6. Identification of casings required and paid under the Contract and casings installed at the Contractor's option.

7. Design of casings.

C. Prepare auger pit and casing design submittals that are site specific. Have auger pit and casing design submittals signed and sealed by a qualified Professional Engineer registered in the State of Texas.

1.06 CRITERIA FOR DETERMINING CASING INSTALLATION LOADS

A. Select and design casing pipe and pipe joints to carry the thrust of jacks or loads due to the pulling mechanism in combination with overburden, earth and hydrostatic loads. Select casings for dry augering to withstand the action of the auger without damage.

B. Have a Professional Engineer determine design stresses, design deflections and factors of safety for design of casing. Present such determination as a part of the design submittal. Apply the following maximum casing pipe stresses and deflections to casings shown on the Drawings:

1. Design stress in the pipe wall: 50 percent of the minimum yield point of the steel or 18,000 psi, whichever is less, when subjected to the applicable loading conditions.

2. Wall thickness: Maximum allowable deflection which does not exceed 3 percent of nominal casing diameter.

C. Use Cooper E-80 locomotive loading distributions as criteria for railroad crossings in accordance with AREA's specifications for culverts. In the design, account for additive loadings due to multiple tracks.

D. Use H-20 vehicle loading distributions as criteria for truck loading in accordance with AASHTO.

E. When not specifically indicated on the Drawings, select casing diameter to permit practical installation (including skids if applicable) and grouting.

PART 2 PRODUCTS

2.01 MATERIALS

A. Provide casing pipe which is straight, circular in section, uncoated, welded steel pipe, manufactured in accordance with AWWA C 200.

B. Provide pipe in accordance with the plans.

C. Provide restrained-joint pipe when installing pipe in slurry bored holes by a pull-back method.

PART 3 EXECUTION

3.01 LOCATION AND SIZE OF AUGER PITS

A. Locate auger pits for slurry boring so that the distance between pits is no greater than 80 feet; and for dry augering not more than 120 feet apart.

B. Where possible, locate auger pits and associated work areas to avoid blocking driveways and cross streets and to minimize disruption to business and commercial interests. Avoid auger pit locations near areas identified as potentially contaminated.

C. Make size adequate for construction of any structures indicated on the Drawings. Provide adequate room to meet Contractor's operational requirements for augering.

D. Provide a portable concrete traffic barrier around the periphery of the pit, meeting applicable safety standards. Properly maintain the barrier throughout the period the pit remains open. Angle traffic barriers in the direction of the lane flow; do not place barriers perpendicular to on-coming traffic.

E. Provide a full cover or other security fencing for each access pit in which there is no construction activity or which is unattended by Contractor's personnel.

3.02 DRY AUGERING OF CASING

A. Provide jacks, mounted on a frame or against a backstop, of a capacity suitable for forcing the excavating auger and casing through the soil conditions to be encountered. Operate jacks so that even pressure is applied to the casing.

B. Provide steerable front section of casing to allow vertical grade adjustments. Provide a water level or other means to allow monitoring of the grade elevation of the auger casing.

C. Bentonite slurry may be used to lubricate the casing during installation. The use of water to facilitate removal of spoil is permitted; however, water jetting for excavation of the soil is not allowed when jacking casing.

D. Tolerances from lines and grades shown on the Drawings for pipe installed in casing are plus or minus 6 inches in horizontal alignment, and plus or minus 1-1/2 inches in elevation.

3.03 SLURRY BORING OF CASING OR PIPE

A. Drill a small diameter pilot hole and check for line and grade at the receiving end. Redrill the pilot hole if the bored pipe does not meet specified tolerances.

B. Using the pilot hole as a guide, bore a larger diameter hole of sufficient size for pipe or casing installation. Water jetting is not permitted.

C. Bentonite slurry may be used to maintain a stable hole and furnish lubrication for pipe or casing installation.

D. Tolerances from lines and grades shown on the Drawings for the installed pipe are plus or minus 6 inches in horizontal alignment and plus or minus 1-1/2 inches in elevation.

E. Completely fill the annular space between the pipe and the surrounding soil or casing with grout, without displacing the pipe during the grouting operation.

3.04 PIPE IN CASING

A. Grout the annular void between pipe and any casing from end to end of the casing. Block and brace the pipe to prevent movement during grout placement and to maintain specified line and grade.

3.05 SETTLEMENT MONITORING

A. Monitor the ground surface elevation along the length of the augering operation. Locate and record settlement monitoring points with respect to construction baseline and elevations. Record elevations to an accuracy of 0.01 feet for each monitoring point location. Establish monitoring points at locations and by methods that protect them from damage by construction operations, tampering, or other external influences. As a minimum, locate survey points as follows:

1. For road crossings: Centerline and each shoulder.

2. Railroads: Track subbase at centerline of each track.

3. Utilities and Pipelines: Directly above and 10 feet before and after the utility or pipeline intersection.

4. Long bores under improved areas such as pavements: Ground surface elevations must be recorded on the centerline ahead of augering operations at locations not to exceed 50 feet apart (including points located for roads, railroads, utilities, and pipelines), or at least three locations per augering drive.

B. Reading Frequency and Reporting. Take settlement survey readings:

1. Prior to the auger excavation reaching the point.

2. After the auger reaches the monitoring point in plan.

3. After grouting of the ground supporting pipe or casing is complete.

C. Immediately report to the Engineer any movement, cracking, or settlement which is detected.

D. Following substantial completion but prior to final completion, make a final survey of all monitoring points.

E. All damage done, by the augering operation, to roadways or other structures shall be repaired by the Contractor at no cost to the Owner.

3.06 DISPOSAL OF EXCESS MATERIAL

A. Remove and dispose of spoil from the job site.

END OF SECTION

SECTION 02506 - POLYVINYL CHLORIDE PIPE AND FITTINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Seamless polyvinyl chloride (PVC) corrugated or solid wall pipe and fittings with smooth interior for sanitary, irrigation or storm sewer applications in nominal diameters 4 inches through 60 inches.

1.02 REFERENCES

A. ASTM D 1248 - Standard Specification for Polyethylene Plastics Molding and Extrusion Materials.

B. ASTM D 1784 - Standard Specification for Rigid Polyvinyl Chloride Compound and Chlorinated Polyvinyl Chloride Compounds.

C. ASTM D 2122 - Standard Specification for Test Methods for Determining Dimensions of Thermoplastic Pipe and Fittings.

D. ASTM D 2412 - Standard Specification for Polyvinyl Chloride Plastic Pipe.

E. ASTM D 2444 - Test Method for Impact Resistance of Thermoplastic Pipe and Fittings by Means of a Tup (Falling Weight).

F. ASTM D 3212 - Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals.

G. ASTM F 477 - Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe.

H. ASTM F 794 and F 1803 - Standard Specification for Polyvinyl Chloride Profile Gravity Sewer and Fittings Based on Controlled Inside Diameters.

I. ASTM F 949 - Standard Specification for Polyvinyl Chloride Corrugated Sewer Pipe with Smooth Interior and Fittings.

1.03 SUBMITTALS

A. Conform to requirements of Section 01 33 00 - Submittal Procedures.

B. Submit shop drawings showing design of new pipe and fittings indicating alignment and grade, laying dimensions, fabrication, fittings, flanges, and special details.

PART 2 P R O D U C T S

2.01 MATERIAL

A. Use PVC compounds in the manufacture of pipe that contain no ingredient in an amount that has been demonstrated to migrate into water in quantities considered to be toxic.

B. The PVC material shall have a minimum cell classification of 12454-C as defined in ASTM D-1784

C. Provide pipe which is homogeneous throughout, free of voids, cracks, inclusions, and other defects, uniform as commercially practical in color, density, and other physical properties. Deliver pipe with surfaces free from nicks and scratches with joining surfaces of spigots and joints free from gouges and imperfections which could cause leakage.

D. For PVC pressure pipe used for water mains, provide self-extinguishing PVC pipe that bears Underwriters' Laboratories mark of approval and is acceptable without penalty to Texas State Fire Insurance Committee for use in fire protection lines.

E. Gaskets:

1. Gaskets shall meet the requirements of ASTM F 477. Use elastomeric factory-installed gaskets to make joints flexible and watertight.

2. Pipes to be installed in potentially contaminated areas, especially where free product is found near the elevation of the proposed sewer, shall have the following gasket materials for the noted contaminants.

CONTAMINANT	GASKET MATERIAL REQUIRED
Petroleum (diesel, gasoline)	Nitrile Rubber
Other contaminants	As recommended by the pipe manufacturer

3. Do not use PVC gasket material for water mains in potentially contaminated areas.

E. Lubricant for rubber-gasketed joints: Water soluble, non-toxic, non-objectionable in taste and odor imparted to fluid, non-supporting of bacteria growth, having no deteriorating effect on PVC or rubber gaskets.

2.02 IRRIGATION PIPE AND FITTINGS

A. Pipe 14-inch through 60-inch: Polyvinyl Chloride (PVC) with minimum cell classification of 12364 or 12354 as defined in ASTM D1784 with smooth interior and integral gasket bell and spigot joints.

B. Bends and Fittings: All fittings for PVC solid wall pipe with a smooth interior shall meet the size requirements for the above specified pipe. Approved gasket adapters will be allowed.

C. Connections to concrete pipe and structures shall be as recommended by the pipe manufacturer instructions.

D. Make curves and bends by deflecting the joints. Do not exceed maximum deflection recommended by the pipe manufacturer. Submit details of other methods of providing curves and bends for review by Engineer.

PART 3 E X E C U T I O N

3.01 PROTECTION

A. Each pipe shipment should be inspected carefully upon arrival. Pipe should be lowered, not dropped, from trucks to the ground or into a trench.

B. Store pipe under cover out of direct sunlight and protect from excessive heat or harmful chemicals in accordance with the manufacturer's recommendations.

3.02 INSTALLATION

A. Install PVC pipe in accordance with Section 31 23 33 - Excavation and Backfill for Utilities, ASTM D 2321, and manufacturer's recommendations.

B. Avoid imposing strains that will overstress or buckle the pipe when lowering pipe into trench.

F. Hand shovel pipe bedding under the pipe haunches and along the sides of the pipe barrel and compact to eliminate voids and ensure side support.

END OF SECTION

SECTION 02513

WET CONNECTIONS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Wet connections for new water mains and service lines to existing water mains.

1.02 MEASUREMENT AND PAYMENT

A. Payment for wet connections shown on Drawings is on the basis of each wet connection. Separate payment will be made for each size of water main.

B. No compensation will be given for extra work or for damages occurring as a result of an incomplete shutoff.

1.03 REFERENCES

A. AWWA C 800 - Underground Service Line Valves and Fittings.

1.04 DEFINITIONS

A. Wet connections consist of isolating sections of pipe to be connected with installed valves, draining the isolated sections, and completing the connections.

B. Connection of 2-inch or smaller lines, which may be referred to on Drawings as "2-inch standard connections" or "gooseneck connections" will be measured as 2-inch wet connections. This item is not to be used as part of a 2-inch service line.

PART 2 PRODUCTS

2.01 MATERIALS

A. Pipe shall conform to requirements of applicable portions of Sections 02506 – Polyvinyl Chloride Pipe.

B. Corporation cocks and saddles shall conform to requirements of Section 33 12 13 - Water Tap and Service Line Installation.

C. Valves shall conform to requirements of Section 02521 - Gate Valves.

D. Brass fittings shall conform to requirements of AWWA C 800.

PART 3 EXECUTION

3.01 CONNECTION OPERATIONS

A. Plan wet connections in such manner and at such hours as to least inconvenience public. Notify the Engineer and the Owner at least 48 hours in advance of making connections.

B. Do not operate valves on mains in use by the Owner. The Owner will handle, at no cost to Contractor, operations involving opening and closing valves for wet connections.

C. Conduct connection operations when Inspector is at job site. Connection work shall progress without interruption until complete once existing mains have been cut or plugs has been removed for making connections.

3.02 2-INCH WET CONNECTIONS

A. Tap water main. Use corporation cocks, saddles, copper tubing as required for line and grade adjustment, and brass fittings necessary to adapt to existing main. Use 2-inch valves when indicated on Drawings for 2-inch copper gooseneck connections.

END OF SECTION

Section 02533

ACCEPTANCE TESTING FOR SANITARY SEWERS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Acceptance testing of sanitary sewers including:

1. Visual inspection of sewer pipes
2. Mandrel testing for flexible sewer pipes.
3. Leakage testing of sewer pipes.
4. Leakage testing of manholes.
5. Smoke testing of point repairs.

B. All tests listed in this Section are not necessarily required on this Project. Required tests are named in other Sections which refer to this Section for testing criteria and procedures.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. No payment will be made for acceptance testing under this Section.

1.03 REFERENCES

A. ASTM C 828 - Standard Test Method for Low Pressure Air Test of Vitrified Clay Pipe Lines.

B. ASTM C 924 - Standard Practice for Testing Concrete Pipe Sewer Lines by Low-Pressure Air Test Method.

C. ASTM D 3034 - Standard Specification for Type PSM Polyethylene (Vinyl Chloride) (PVC) Sewer Pipe and Fittings.

D. ASTM F 794 - Specification for Polyvinyl Chloride Large-Diameter Ribbed Gravity Sewer Pipe and Fittings Based on Controlled Inside Diameter.

E. ASTM F 1417 - Standard Test Method for Installation Acceptance of Plastic Gravity Sewer Lines Using Low Pressure Air.

F. 30 TAC 317.2 - Design Criteria for Sewage Systems.

G. Uni-Bell UNI-B-3 Polyvinyl Chloride (PVC) Pressure Pipe (Complying with AWWA C 900).

1.04 PERFORMANCE REQUIREMENTS

A. Gravity flow sanitary sewers are required to have a straight alignment and uniform grade between manholes.

B. Flexible pipe, including Asemi-rigid pipe, is required to show no more than 5 percent deflection. Test pipe no sooner than 30 days after backfilling of a line segment but prior to final acceptance using a standard mandrel to verify that installed pipe is within specified deflection tolerances.

C. Maximum allowable leakage for Infiltration or Exfiltration

1. The total exfiltration, as determined by a hydrostatic head test, shall not exceed 50 gallons per inch diameter per mile of pipe per 24 hours at a minimum test head of 2 feet above the crown of the pipe at the upstream manhole or 2 feet above the groundwater elevation, whichever is greater.

2. When pipes are installed more than 2 feet below the groundwater level, an infiltration test shall be used in lieu of the exfiltration test. The total infiltration shall not exceed 50 gallons per inch diameter per mile of pipe per 24 hours. Groundwater elevation must be at least 2 feet above the crown of the pipe at the upstream manhole.

3. Refer to Table 02533-1, Water Test Allowable Leakage, at the end of the Section, for measuring leakage in sewers. Perform leakage testing to verify that leakage criteria are met.

D. Perform air testing in accordance with requirements of this Section and the Texas Natural Resources Conservation Commission requirements. Refer to Table 02533-2, Time Allowed For Pressure Loss From 3.5 psig to 2.5 psig, Table 02533-3, Minimum Testing Times for Low Pressure Air Test, and Table 02533-4, Vacuum Test Time Table, at the end of this Section.

1.05 SUBMITTALS

A. Conform to requirements of Section 01 33 00 - Submittal Procedures.

B. Test Plan: Before testing begins and in adequate time to obtain approval through the submittal process, prepare and submit a test plan for approval by Utility Owner. Include testing procedures, methods, equipment, and tentative schedule. Obtain advance written approval for deviations from the Drawings and Specifications.

C. Test Reports: Submit test reports for each test on each segment of sanitary sewer.

1.06 GRAVITY SANITARY SEWER QUALITY ASSURANCE

A. Repair, correct, and retest manholes or sections of pipe which fail to meet specified requirements when tested.

B. Provide testing reports and videotape of television inspection as directed by the Utility Owner.

C. Upon completion of tape reviews by the Utility Owner, Contractor will be notified regarding final acceptance of the sewer segment.

1.07 SEQUENCING AND SCHEDULING

A. Perform testing as work progresses. Schedule testing so that no more than 1000 linear feet of installed sewer remains untested at any one time.

B. Coordinate testing schedules with the Utility Owner. Perform testing under observation of the Utility Owner.

PART 2 P R O D U C T S

2.01 DEFLECTION MANDREL

A. Mandrel Sizing. The rigid mandrel shall have an outside diameter (O.D.) equal to 95 percent of the inside diameter (I.D.) of the pipe. The inside diameter of the pipe, for the purpose of determining the outside diameter of the mandrel, shall be the average outside diameter minus two minimum wall thickness for O.D. controlled pipe and the average inside diameter for I.D. controlled pipe, dimensions shall be per appropriate standard. Statistical or other "tolerance packages" shall not be considered in mandrel sizing.

B. Mandrel Design. The rigid mandrel shall be constructed of a metal or a rigid plastic material that can withstand 200 psi without being deformed. The mandrel shall have nine or more "runners" or "legs" as long as the total number of legs is an odd number. The barrel section of the mandrel shall have a length of at least 75 percent of the inside diameter of the pipe. The rigid mandrel shall not have adjustable or collapsible legs which would allow a reduction in

mandrel diameter during testing. A proving ring shall be provided and used for modifying each size mandrel.

C. Proving Ring. Furnish a "proving ring" with each mandrel. Fabricate the ring of 1/2-inch-thick, 3-inch-wide bar steel to a diameter 0.02 inches larger than approved mandrel diameter.

D. Mandrel Dimensions (5 percent allowance). Average inside diameter and minimum mandrel diameter are specified in Table 02533-5, Pipe vs. Mandrel Diameter, at the end of this Section. Mandrels for higher strength, thicker wall pipe or other pipe not listed in the table may be used when approved by the Utilities Director.

2.02 EXFILTRATION TEST

A. Water Meter: Obtain a transient water meter from the Utility for use when water for testing will be taken from the Utility system. Conform to Utility requirements for water meter use.

B. Test Equipment:

1. Pipe plugs.

2. Pipe risers where the manhole cone is less than 2 feet above highest point in pipe or service lead.

2.03 INFILTRATION TEST

A. Test Equipment:

1. Calibrated 90 degree V-notch weir.

2. Pipe plugs.

2.04 LOW PRESSURE AIR TEST

A. Minimum Requirement for Equipment:

1. Control panel.

2. Low-pressure air supply connected to control panel.

3. Pneumatic plugs: Acceptable size for diameter of pipe to be tested; capable of withstanding internal test pressure without leaking or requiring external bracing.

4. Air hoses from control panel to:

   a. Air supply.

   b. Pneumatic plugs.

   c. Sealed line for pressuring.

   d. Sealed line for monitoring internal pressure.

B. Testing Pneumatic Plugs: Place a pneumatic plug in each end of a length of pipe on the ground. Pressurize plugs to 25 psig; then pressurize sealed pipe to 5 psig. Plugs are acceptable if they remain in place against the test pressure without external aids.

2.05 GROUND WATER DETERMINATION

A. Equipment: Pipe probe or small diameter casing for ground water elevation determination.

2.06 SMOKE TESTING

A. Equipment:

1. Pneumatic plugs.

2. Smoke generator as supplied by Superior Signal Company, or an approved equal.

3. Blowers producing 2500 scfm minimum.

PART 3 E X E C U T I O N

3.01 PREPARATION

A. Provide labor, equipment, tools, test plugs, risers, air compressor, air hose, pressure meters, pipe probe, calibrated weirs, or any other device necessary for proper testing and inspection.

B. The selection of test methods and pressures for gravity sanitary sewers shall be determined based on ground water elevation. Determine ground water elevation using equipment and procedures conforming to Section 31 23 19 - Control of Ground Water and Surface Water.

3.02 VISUAL INSPECTION OF GRAVITY SANITARY SEWERS

A. Check pipe alignment visually by flashing a light between structures. Verify if alignment is true and no pipes are misplaced. In case of misalignment or damaged pipe, remove and re-lay or replace pipe segment.

3.03 MANDREL TESTING FOR GRAVITY SANITARY SEWERS

A. Perform deflection testing on flexible and semi-rigid pipe to confirm pipe has no more than 5 percent deflection. Mandrel testing shall conform to ASTM D 3034. Perform testing no sooner than 30 days after backfilling of line segment, but prior to final acceptance testing of the line segment.

B. Pull the approved mandrel by hand through sewer sections. Replace any section of sewer not passing the mandrel. Mandrel testing is not required for stubs.

C. Retest repaired or replaced sewer sections.

3.04 LEAKAGE TESTING FOR GRAVITY SANITARY SEWERS

A. Test Options:

1. Test gravity sanitary sewer pipes for leakage by either exfiltration or infiltration methods, as appropriate, or with low pressure air testing.

2. Test new or rehabilitated sanitary sewer manholes with water or low pressure air. Manholes tested with low pressure air shall undergo a physical inspection prior to testing.

3. Leakage testing shall be performed after backfilling of a line segment, and prior to tie-in of service connections.

4. If no installed piezometer is within 500 feet of the sewer segment, Contractor shall provide a temporary piezometer for this purpose.

B. Compensating for Ground Water Pressure:

1. Where ground water exists, install a pipe nipple at the same time sewer line is placed. Use a 1/2-inch capped pipe nipple approximately 10 inches long. Make the installation through manhole wall on top of the sewer line where line enters manhole.

2. Immediately before performing line acceptance test, remove cap, clear pipe nipple with air pressure, and connect a clear plastic tube to nipple. Support tube vertically and allow water to rise in the tube. After water stops rising, measure height in feet of

water over invert of the pipe. Divide this height by 2.3 feet/psi to determine the ground water pressure to be used in line testing.

C. Exfiltration test:

1. Determine ground water elevation.

2. Plug sewer in downstream manhole.

3. Plug incoming pipes in upstream manhole.

4. Install riser pipe in outgoing pipe of upstream manhole if highest point in service lead (house service) is less than 2 feet below bottom of manhole cone.

5. Fill sewer pipe and manhole or pipe riser, if used, with water to a point 2-1/2 feet above highest point in sewer pipe, house lead, or ground water table, whichever is highest.

6. Allow water to stabilize for one to two hours. Take water level reading to determine drop of water surface, in inches, over a one-hour period, and calculate water loss (1 inch of water in 4 feet diameter manhole equals 8.22 gallons) or measure the quantity of water required to keep water at same level. Loss shall not exceed that calculated from allowable leakage according to Table 02533-1 at the end of this Section.

D. Infiltration test: Ground water elevation must be not less than 2.0 feet above highest point of sewer pipe or service lead (house service).

1. Determine ground water elevation.

2. Plug incoming pipes in upstream manhole.

3. Insert calibrated 90 degree V-notch weir in pipe on downstream manhole.

4. Allow water to rise and flow over weir until it stabilizes.

5. Take five readings of accumulated volume over a period of 2 hours and use average for infiltration. The average must not exceed that calculated for 2 hours from allowable leakage according to the Table 02533-1 at the end of this Section.

E. Low Air Pressure Test: When using this test conform to ASTM C 828, ASTM C 924, or ASTM F 1417, as applicable, with holding time not less than that listed in Table 02533-2.

1. Air testing for sections of pipe shall be limited to lines less than 36-inch average inside diameter.

2. Lines 36-inch average inside diameter and larger shall be tested at each joint. The minimum time allowable for the pressure to drop from 3.5 pounds per square inch gauge to 2.5 pounds per square inch during a joint test shall be 10 seconds, regardless of pipe size.

3. For pipe sections less than 36-inch average inside diameter:

   a. Determine ground water level.

   b. Plug both ends of pipe. For concrete pipe, flood pipe and allow 2 hours to saturate concrete. Then drain and plug concrete pipe.

   c. After a manhole-to-manhole section of sanitary sewer main has been sliplined and prior to any service lines being connected to new liner, plug liner at each manhole with pneumatic plugs.

   d. Pressurize pipe to 4.0 psig. Increase pressure 1.0 psi for each 2.3 feet of ground water over highest point in system. Allow pressure to stabilize for 2 to 4 minutes. Adjust pressure to start at 3.5 psig (plus adjustment for ground water table). See Table 02533-2 at the end of this Section.

   e. To determine air loss, measure the time interval for pressure to drop to 2.5 psig. The time must exceed that listed in the Table 02533-2 at the end of this Section for pipe diameter and length. For sliplining, use diameter of carrier pipe.

F. Retest: Any section of pipe which fails to meet requirements shall be repaired and retested.

3.05 TEST CRITERIA TABLES

A. Exfiltration and Infiltration Water Tests: Refer to Table 02533-1, Water Test Allowable Leakage, at the end of this Section.

B. Low Pressure Air Test:

1. Times in Table 02533-2, Time Allowed For Pressure Loss From 3.5 psig to 2.5 psig, at the end of this Section, are based on the equation from Texas Natural Resources and Conservation Commission (TNRCC) Design Criteria 317.2(a)(4)(B).

$$T = 0.0850(D)(K)/(Q)$$

where:

T	=	time for pressure to drop 1.0 pounds per square inch gauge in seconds
K	=	0.000419 DL, but not less than 1.0
D	=	average inside diameter in inches
L	=	length of line of same pipe size in feet
Q	=	rate of loss, 0.0015 ft^3/min./sq. ft. internal surface

2. Since a K value of less than 1.0 shall not be used, there are minimum testing times for each pipe diameter as given in Table 02533-3, Minimum Testing Times for Low Pressure Air Test.

Notes:
1. When two sizes of pipe are involved, the time shall be computed by the ratio of lengths involved.
2. Lines with a 27-inch average inside diameter and larger may be air tested at each joint.
3. Lines with an average inside diameter greater than 36 inches must be air tested for leakage at each joint.
4. If the joint test is used, a visual inspection of the joint shall be performed immediately after testing.
5. For joint test, the pipe is to be pressurized to 3.5 psi greater than the pressure exerted by groundwater above the pipe. Once the pressure has stabilized, the minimum times allowable for the pressure to drop from 3.5 pounds per square inch gauge to 2.5 pounds per square inch gauge shall be 10 seconds.

3.06 LEAKAGE TESTING FOR MANHOLES

A. After completion of manhole construction, wall sealing, or rehabilitation, but prior to backfilling, test manholes for water tightness using hydrostatic or vacuum testing procedures.

B. Plug influent and effluent lines, including service lines, with suitably-sized pneumatic or mechanical plugs. Ensure plugs are properly rated for pressures required for test; follow manufacturer's safety and installation recommendations. Place plugs a minimum of 6 inches outside of manhole walls. Brace inverts to prevent lines from being dislodged if lines entering manhole have not been backfilled.

C. Vacuum testing:

1. Install vacuum tester head assembly at top access point of manhole and adjust for proper seal on straight top section of manhole structure. Following manufacturer's instructions and safety precautions, inflate sealing element to the recommended maximum inflation pressure; do not over-inflate.

2. Evacuate manhole with vacuum pump to 10 inches mercury (Hg), disconnect pump, and monitor vacuum for the time period specified in Table 02533-4, Vacuum Test Time Table.

3. If the drop in vacuum exceeds 1 inch Hg over the specified time period tabulated above, locate leaks, complete repairs necessary to seal manhole and repeat test procedure until satisfactory results are obtained.

D. Hydrostatic exfiltration testing shall be performed as follows:

1. Seal wastewater lines coming into the manhole with an internal pipe plug. Then fill the manhole with water and maintain it full for at least one hour.

2. The maximum leakage for hydrostatic testing shall be 0.025 gallons per foot diameter per foot of manhole depth per hour.

3. If water loss exceeds amount tabulated above, locate leaks, complete repairs necessary to seal manhole and repeat test procedure until satisfactory results are obtained.

3.07 SMOKE TEST PROCEDURE FOR POINT REPAIRS

A. Application: Perform smoke test to:

1. Locate points of line failure for point repair.

2. Determine if point repairs are properly made.

3. Determine if service connections have been reconnected to the rehabilitated sewer.

4. Check integrity of connections to newly replaced service taps to liners and to existing private service connections.

B. Limitations: Do not backfill service taps until completion of this test. Test only those taps in a single manhole section at any one time. Keep the number of open excavations to a minimum.

C. Preparation: Prior to smoke testing, give written notices to area residents no fewer than 2 days, nor more than 7 days, prior to proposed testing. Also give notice to City Police and Fire Departments 24 hours prior to actual smoke testing.

D. Isolate Section: Isolate the manhole section to be tested from adjacent manhole sections to keep smoke localized. Temporarily seal the annular space at manhole for sliplined sections.

E. Smoke Introduction:

1. Operate equipment according to manufacturer's recommendation and as approved by Utilities Director.

2. Conduct test by forcing smoke from smoke generators through sanitary sewer main and service connections. Operate smoke generators for a minimum of 5 minutes.

3. Introduce smoke into upstream and downstream manhole as appropriate. Monitor the tap/connection for smoke leaks. Note sources of leaks.

F. Repair and Retest: Repair and replace any taps or connections noted as leaking and then retest. Taps and connections may be left exposed in only one manhole section at a time. If repair or replacement, testing or retesting, and backfilling of the excavation is not completed within one work day, properly barricade and cover each excavation as approved by the Utility Owner.

G. Service Connections: On houses where smoke does not issue from plumbing vent stacks to confirm reconnection of sewer service to the newly installed liner pipe, perform a dye test to confirm reconnection. Introduce dye into the service line through a plumbing fixture inside the structure or a sewer cleanout immediately outside the structure and flush with water. Observe flow at service reconnection or downstream manhole. Detection of dye confirms a reconnection.

Table 02533-1
WATER TEST ALLOWABLE LEAKAGE

DIAMETER OF RISER OR STACK IN INCHES	VOLUME PER INCH OF DEPTH		ALLOWANCE LEAKAGE*	
	INCH	GALLONS	PIPE SIZE IN INCHES	GALLONS/MINUTE PER 100 FT.
1	0.7854	.0034	6	0.0039
2	3.1416	.0136	8	0.0053
2.5	4.9087	.0212	13	0.0066
3	7.0686	.0306	12	0.0079
4	12.5664	.0306	15	0.0099
5	19.6350	.0544	18	0.0118
6	28.2743	.1224	21	0.0138
8	50.2655	.2176	24	0.0158
			27	0.0177
			30	0.0197
			36	0.0237
			42	0.0276
For other diameters, multiply square of diameters by value for 1"			Equivalent to 50 gallons per inch of inside	

diameter.	diameter per mle per 24 hours.

* Allowable leakage rate shall be reduced to 10 gallons per inch of inside diameter per mile per 24 hours, when sewer is identified as located within the 25-year flood plain.

Table 02533-2
ACCEPTANCE TESTING FOR SANITARY SEWERS

TIME ALLOWED FOR PRESSURE LOSS FROM 3.5 PSIG TO 2.5 PSIG														
Pipe Diam. (in)	Min. Time (min:sec)	Length for Min. Time (ft)	Time for Longer Length (sec)	Specification Time for Length (L) Shown (min:sec)										
				100 ft	150 ft	200 ft	250 ft	300 ft	350 ft	400 ft	450 ft	500 ft	550 ft	600 ft
6	5:40	398	0.8548	5:40	5:40	5:40	5:40	5:40	5:40	5:42	6:25	7:07	7:50	8:33
8	7:33	298	1.5196	7:33	7:33	7:33	7:33	7:36	8:52	10:08	11:24	12:40	13:56	15:12
10	9:27	239	2.3743	9:27	9:27	9:27	9:54	11:52	13:51	15:50	17:48	19:47	21:46	23:45
12	11:20	199	3.4190	11:20	11:20	11:20	14:15	17:06	19:57	22:48	25:39	28:30	31:20	34:11
15	14:10	159	5.3423	14:10	14:10	17:48	22:16	26:43	31:10	35:37	40:04	44:31	48:58	53:25
18	17:00	133	7.6928	17:00	19:14	25:39	32:03	38:28	44:52	51:17	57:42	64:06	70:31	76:56
21	19:50	114	10.470	19:50	26:11	34:54	43:38	52:21	61:05	69:48	78:32	87:15	95:59	104:42
24	22:40	99	8	22:48	34:11	45:35	56:59	68:23	79:47	91;10	102:34	113:58	125:22	136:46
27	25:30	88	13.676	28:51	43:16	57:42	72:07	86:33	100:58	115:24	129:49	144:14	158:40	173:05
30	28:20	80	2	35:37	53:25	71:14	89:02	106:51	124:39	142:28	160:16	178:05	195:53	213:41
33	31:10	72	17.308	43:06	64:38	86:11	107:44	129:17	150:50	172:23	193:55	215:28	237:01	258:34
			9											
			21.369											
			0											
			25.856											
			5											

Table 02533-3
MINIMUM TESTING TIMES FOR LOW PRESSURE AIR TEST

PIPE DIAMETER *(INCHES)*	**MINIMUM TIME** *(SECONDS)*	**LENGTH FOR MINIMUM TIME** *(FEET)*	**TIME FOR LONGER LENGTH** *(SECONDS)*
			0.855 (L)
6	340	398	1.520 (L)
8	454	298	2.374 (L)
10	567	239	3.419 (L)
12	680	199	5.342 (L)
15	850	159	7.693 (L)
18	1020	133	10.471 (L)
21	1190	114	13.676 (L)
24	1360	100	17.309 (L)
27	1530	88	21.369 (L)
30	1700	80	25.856 (L)
33	1870	72	

Table 02533-4
VACUUM TEST TIME TABLE

DEPTH IN FEET	TIME IN SECONDS BY PIPE DIAMETER		
	48"	60"	72"
4	10	13	16
8	20	26	32
12	30	39	48
16	40	52	64
20	50	65	80
24	60	78	96
*	5.0	6.5	8.0

*Add T times for each additional 2-foot depth.
(The values listed above have been extrapolated from ASTM C 924-85)

Table 02533-5
PIPE VS. MANDREL DIAMETER

Material and Wall Construction	Nominal Size (Inches)	Average I.D. (Inches)	Minimum Mandrel Diameter (Inches)
PVC-Solid (SDR 26)	6	5.764	5.476
	8	7.715	7.329
	10	9.646	9.162
PVC-Solid (SDR 35)	12	11.737	11.150
	15	14.374	13.655
	18	17.629	16.748
	21	20.783	19.744
	24	23.381	22.120
	27	26.351	25.033
PVC-Truss	8	7.750	7.363
	10	9.750	9.263
	12	11.790	11.201
	15	14.770	14.032
PVC-Profile (ASTM F 794)	12	11.740	11.153
	15	14.370	13.652
	18	17.650	16.768
	21	20.750	19.713
	24	23.500	22.325
	27	26.500	25.175
	30	29.500	28.025
	36	35.500	33.725
	42	41.500	39.425
	48	47.500	45.125
HDPE-Profile	18	18.000	17.100
	21	21.000	19.950
	24	24.000	22.800
	27	27.000	25.650
	30	30.000	28.500
	36	36.000	34.200
	42	42.000	39.900
	48	48.000	45.600
	54	54.000	51.300
	60	60.000	57.000
Fiberglass-Centrifugally Cast (Class SN 46)	12	12.85	11.822
	18	18.66	17.727
	20	20.68	19.646
	24	24.72	23.484
	30	30.68	29.146
	36	36.74	34.903
	42	42.70	40.565
	48	48.76	46.322
	54	54.82	52.079
	60	60.38	57.361

END OF SECTION

SECTION 02950
RESTORATION OF SITE IMPROVEMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

1. Restoration of the Work site in public rights-of-way or easements and adjacent public or private property affected by construction operations, including pavement, esplanades, sidewalks, driveways, fences, lawns and landscaping.

1.02 DEFINITIONS

1. Site Restoration. Replacement or reconstruction of site improvements to rights-of-way, easements, public property, and private property that are affected or altered by construction operations, with the improvements restored to a condition which is equal to, or better than, that which existed prior to construction operations.

2. Site Improvements. Includes but is not limited to pavement, curb and gutter, esplanades, sidewalks, driveways, fences, lawns, irrigation systems, and landscaping.

3. Line Segment. The length of sewer from centerline to centerline of manholes, inline junction structure, and bends as designated on the Drawings, and to the end of stubs or the termination of the pipe.

4. Maximum Trench Width. The allowable trench width for a corresponding pipe outside diameter as defined in the design plans or in Section 31 23 33 - Excavation and Backfill for Utilities.

1.03 SUBMITTALS

1. Make submittals in conformance with Section 01 33 00 - Submittal Procedures.

1.04 SCHEDULING

1. After paving or utility work is completed on a line segment and the segment is submitted on the monthly estimate for payment, complete site restoration for that segment before the next monthly estimate for payment is submitted, unless extended in writing by the Owner or Engineer.

2. For utility work requiring testing or post-installation TV inspection, completion of the segment is not considered to include testing or TV inspection. The schedule for completion of site restoration is not determined by completion of testing or TV inspection.

PART 2 PRODUCTS

2.01 MATERIALS

1. Pavement, Sidewalks and Driveways. Use materials as specified in Section 02965 - Pavement Repair and Resurfacing and Section 32 16 00 - Concrete Curb and Gutter, Driveways, and Sidewalks.

PART 3 EXECUTION

3.01 EXAMINATION

1. Construction Site Photographs. Document pre-existing conditions on and adjacent to the construction site with construction photographs and /or video recordings.

3.02 PREPARATION

1. Removing Pavements and Structures.

    1. Remove the minimum pavement, curb and gutter, and other structures as required to perform the Work. Perform removals in accordance with Section 02200 - Removing Existing Pavements and Structures.

    2. Remove concrete and asphaltic concrete material by saw cutting the existing pavement with methods approved by the Owner and Engineer.

2. Remove or relocate existing fencing, if required, for construction operations. Maintain the integrity of the private property owner's fencing if needed for protection of children, pets or property. Notify the property owner 72 hours in advance before removing fencing and coordinate security needs.

3.03 INSTALLATION

1. Pavement, Sidewalk, and Driveway Restoration.

    1. Replace pavement, curb and gutter, sidewalks, and driveways removed or damaged as the result of construction operations. Reconstruct in accordance with Section 32 01 00 - Pavement Repair and Resurfacing and Section 32 16 00 - Concrete Curb and Gutter, Driveways, and Sidewalks.

    2. Where replacement sidewalks terminate at a street curb radius, construct a wheelchair ramp according standard detail drawing or as directed by the Engineer.

2. Fence Removal and Replacement.

    1. Replace fencing removed or damaged, including, but not limited to, posts, caps, concrete footings, concrete curb under fence, wire mesh, wood panels, top and bottom railing.

    2. Reconstruct any portion of the fence disturbed by construction which is not equal to or better than that which existed prior to construction operations as evidenced by pre-construction photographs or videos.

    3. Remove and dispose of damaged or substandard material.

3.04 CLEANING

1. Remove debris and trash which is the result of the Contractor's operation to maintain a clean and orderly site.

END OF SECTION

"EXHIBIT I"

GENERAL CONDITIONS

ARTICLE 1- DEFINITIONS
Wherever used in these General Conditions or in the other CONTRACT DOCUMENTS the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

ADDENDA- Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents or the CONTRACT DOCUMENTS.

AGREEMENT- The written Agreement between OWNER and CONTRACTOR covering the Work to be performed; other CONTRACT DOCUMENTS are attached to the Agreement and made a part thereof as provided therein.

APPLICATION FOR PAYMENT- The form accepted by the ENGINEER which is to be used by CONTRACTOR in requesting progress or final payments and which is to include such supporting documentation as is required by the CONTRACT DOCUMENTS.

BID- The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

BONDS- Bid, performance and payment bonds and other instruments of security.

CHANGE ORDER- A document recommended by ENGINEER, which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion or revisions in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

CONTRACT DOCUMENTS- The Agreement, Addenda (which pertain to the CONTRACT DOCUMENTS), CONTRACTOR'S Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all amendments, modifications and supplements issued pursuant to paragraphs 3.4 and 3.5 on or after the Effective Date of the Agreement.

CONTRACT PRICE- The moneys payable by OWNER to CONTRACTOR under the CONTRACT DOCUMENTS as stated in the Agreement.

CONTRACT TIME- The number of days (computed as provided in paragraph 17.2) or the date

stated in the Agreement for the completion of the Work.
CONTRACTOR- The person, firm or corporation with whom OWNER has entered into the Agreement.

DEFECTIVE- An adjective which when modifying the word Work refers to work that is unsatisfactory, faulty or deficient, or does not conform to the CONTRACT DOCUMENTS, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the CONTRACT DOCUMENTS, or has been damaged prior to ENGINEER'S recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.8 or 14.10).

DRAWING- The drawings which show the character and Scope of Work to be performed and which have been prepared or approved by ENGINEER and are referred to in the CONTRACT DOCUMENTS.

EFFECTIVE DATE OF THE AGREEMENT- The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

ENGINEER- The person, firm or corporation named as such in the Agreement.

FIELD ORDER- A written order issued by ENGINEER which orders minor changes in the Work in accordance with paragraph 9.5 but which does not involve a change in the Contract Price or the Contract Time.

GENERAL REQUIREMENTS- Those described in Pages TS-1 through TS-7 of the Specifications.

LAW AND REGULATIONS; LAW OR REGULATIONS- Laws, rules, regulations, ordinances, codes and/or orders.

NOTICE OF AWARD- The written notice by OWNER or ENGINEER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.

NOTICE TO PROCEED- A written notice given by OWNER or ENGINEER to CONTRACTOR fixing the date on which the Contract Time will commence to run and on which the CONTRACTOR shall start to perform CONTRACTOR'S obligations under the CONTRACT DOCUMENTS.

OWNER- The public body or authority, corporation, association, firm or person with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be provided.
PARTIAL UTILIZATION- Placing a portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion for all the Work.

PROJECT- The total construction of which the Work to be provided under the CONTRACT DOCUMENTS may be the whole, or a part as indicated elsewhere in the CONTRACT DOCUMENTS.

RESIDENT PROJECT REPRESENTATIVE- The authorized representative of ENGINEER, who is assigned to the site or any part thereof.

SHOP DRAWINGS- All drawings, diagrams, illustrations, schedules and other date which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by Supplier and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.

SPECIFICATIONS- The portions of the CONTRACT DOCUMENTS consisting of written technical description of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

SUB-CONTRACTOR- An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Sub-Contractor for the performance of a part of the Work at the site.

SUBSTANTIAL COMPLETION- The Work (or a specified part thereof) which has progressed to the point where, in the opinion of ENGINEER as evidence by ENGINEER'S definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the CONTRACT DOCUMENTS, so that the Work, (or specified part) can be utilized for the purpose for which it is intended; or if there by no such certificate issued, when final payment is due in accordance with paragraph 14.13. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

SUPPLEMENTAL GENERAL CONDITIONS- The part of the CONTRACT DOCUMENTS which amends or supplements these General Conditions.

SUPPLIER- A manufacturer, fabricator, supplier, distributor, material-man or vendor.

UNDERGROUND FACILITIES- All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing

such facilities which have been installed underground to furnish any of the following service or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

UNIT PRICE WORK- Work to be paid for on the basis of unit prices.

WORK- The entire completed construction or the various separately identifiable parts thereof required to be furnished under the CONTRACT DOCUMENTS. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the CONTRACT DOCUMENTS.

WORK DIRECTIVE CHANGE- A written directive to CONTRACTOR, issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraphs 4.2 and 4.3 or to emergencies under

paragraph 6.22. A Work Directive Change may not change the Contract Price or the Contract Time, but is evidence that the parties expect that the change directed or documented by a Work Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time as provided in paragraph 10.2.

WRITTEN AMENDMENT- A written amendment of the CONTRACT DOCUMENTS, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the non-engineering or non-technical rather than strictly Work-related aspects of the CONTRACT DOCUMENTS.

ARTICLE 2- PRELIMINARY MATTERS DELIVERY OF BONDS:
2.1. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as Contract may be required to furnish in accordance with paragraph 5.1.

COPIES OF DOCUMENTS:

2.2. OWNER shall furnish to CONTRACTOR up to five copies (unless otherwise specified in the Supplementary Conditions) of the CONTRACT DOCUMENTS as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED:
2.3. The Contract Time will commence to run on the thirtieth day after the Effective Date of the Agreement, or if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the Effective Day of the Agreement. In no event will the Contract Time commence to run later than the seventy-fifth day after the day of Bid Opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

STARTING THE PROJECT:

2.4 CONTRACTOR shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract Time commences to run.

BEFORE STARTING CONSTRUCTION:

2.5 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error or discrepancy which CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error or discrepancy in the CONTRACT DOCUMENTS, unless CONTRACTOR has actual knowledge thereof or should reasonably have known thereof.

2.6 Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER FOR review:

2.6.1 An estimated progress schedule indicating the starting and completion dates of the various stages of the Work;

2.6.2 A preliminary schedule of Shop Drawings submissions; and

2.6.3 A preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis of progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by CONTRACTOR at the time of submission.

2.7 Before any Work at the site is started, CONTRACTOR shall deliver to OWNER, with a copy to ENGINEER, certificates (and other evidence of insurance requested by OWNER) which CONTRACTOR is required to purchase and maintain in accordance with paragraphs 5.3 and 5.4.

PRE-CONSTRUCTION CONFERENCE:

2.8 Within twenty days after the Effective Date of the Agreement, but before CONTRACTOR starts the Work at the site, a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to discuss the schedules referred to in paragraph 2.6, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

FINALIZING SCHEDULES:

2.9 At least ten days before submission of the First Application for Payment a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to finalize the schedules submitted in accordance with paragraph 2.6. The finalized progress schedule will be acceptable to ENGINEER as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on ENGINEER responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility therefore. The finalized schedule of Shop Drawing submissions will be acceptable to ENGINEER as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to ENGINEER as to form and substance.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE INTENT:
3.1. The CONTRACT DOCUMENTS comprise the entire Agreement between OWNER and CONTRACTOR concerning the WORK. The CONTRACT DOCUMENTS are complementary; what is called for by one is as binding as if called for by all. The CONTRACT DOCUMENTS will be construed in accordance with the law of the place of the Project.

3.2 It is the intent of the CONTRACT DOCUMENTS to describe a functionally complete Project (or part thereof) to be constructed in accordance with the CONTRACT DOCUMENTS. Any Work,

materials or equipment that may reasonably be inferred from the CONTRACT DOCUMENTS as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment such works shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specifications, manual or code (whether or not specifically incorporated by reference in the CONTRACT DOCUMENTS) shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER, or any of their consultants, agents or employees from those set forth in the CONTRACT DOCUMENTS, nor shall it be effective to assign to ENGINEER, or any of ENGINEER'S consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraphs 9.15 or 9.16. Clarifications and interpretations of the CONTRACT DOCUMENTS shall be issued by ENGINEER as provided in paragraph 9.4.

3.3 If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the CONTRACT DOCUMENTS, CONTRACTOR shall so report to ENGINEER in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from ENGINEER; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error or discrepancy on the CONTRACT DOCUMENTS unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS:

3.4 The CONTRACT DOCUMENTS may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

3.4.1. A formal Written Amendment,

3.4.2. A Change Order (Pursuant to paragraph 10.4), or

3.4.3. A Work Directive Change (Pursuant to paragraph 10.1).

As indicated in paragraphs 11.2 and 12.1, Contract Price and Contract Time may only be changed by a Change Order or Written Amendment.

3.5. In addition, the requirements of the CONTRACT DOCUMENTS may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

3.5.1. A Field Order (Pursuant to paragraph 9.5),

3.5.2. ENGINEER'S approval of a Shop Drawing or sample (pursuant to paragraphs 6.26 and 6.27), or

3.5.3. ENGINEER'S written interpretation or clarification (pursuant to paragraph 9.4).

REUSE OF DOCUMENTS:

3.6 Neither CONTRACTOR nor any Sub-Contractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER; and they shall not reuse any of them on extensions of the Project of any other project without written consent of the OWNER.

ARTICLE 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

AVAILABILITY OF LANDS:

4.1 OWNER shall furnish, as indicated in the CONTRACT DOCUMENTS, the lands upon which the Work is to be performed, Rights-of-Way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the CONTRACT DOCUMENTS. If CONTRACTOR believes that any delay in OWNER'S furnishing these lands, Rights-of-Way or easements entitles CONTRACTOR to an extension of the Contract Time, CONTRACTOR may make a claim therefore as provided in Article 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.
PHYSICAL CONDITIONS:

4.2.1. Explorations and Reports: Reference is made to the Supplementary conditions for identification of those reports of explorations and tests of sub-surface conditions at the site that have been utilized by ENGINEER in preparation of the CONTRACT DOCUMENTS. CONTRACTOR may rely upon the accuracy of the technical data contained in such reports, but not upon non-technical data, interpretations for opinions contained therein or for the completeness thereof for CONTRACTOR'S purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to sub-surface conditions at the site.

4.2.2. Existing Structures: Reference is made to the Supplementary Conditions for identification of those drawings of physical conditions in or relating to existing surface and sub- surface structures (except Underground Facilities referred to in paragraph 4.3) which are at or contiguous to the site that have been utilized by ENGINEER in preparation of the CONTRACT DOCUMENTS. CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings, but not for the completeness thereof for CONTRACTOR'S purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to physical conditions in or relating to such structures.
4.2.3. Report to Differing Conditions: If CONTRACTOR believes that:

4.2.3.1 Any technical data on which CONTRACTOR is entitled to rely as provided in paragraphs 4.2.1

and 4.2.2 is inaccurate, or

4.2.3.2. Any physical condition uncovered or revealed at the site differ materially from that indicated, reflected or referred to in the CONTRACT DOCUMENTS,

CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work in connection therewith (except in an emergency as permitted by paragraph 6.22), notify OWNER and ENGINEER in writing about the inaccuracy or difference.

4.2.4. ENGINEER'S Review: ENGINEER will promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER'S findings and conclusions.

4.2.5. Possible Document Change: If ENGINEER concludes that there is a material error in the CONTRACT DOCUMENTS or that because of newly discovered conditions a change in the CONTRACT DOCUMENTS is required, a Work directive Change or a Change Order will be issued as provided in Article 10 to reflect and document the consequences of the inaccuracy or difference.

4.2.6. Possible Price and Time Adjustments: In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, will be allowable to the extend that they are attributable to any such inaccuracy or difference.

If OWNER and CONTRACTOR are unable to agree as to the amount or length thereof, a claim may be made thereof, as provided in Articles 11 and 12.

PHYSICAL CONDITIONS - UNDERGROUND FACILITIES:

4.3.1. Shown or Indicated: The information and data shown or indicated in the CONTRACT DOCUMENTS with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

4.3.1.1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and,

4.3.1.2. CONTRACTOR shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the CONTRACT DOCUMENTS, for coordination of the Work with the owners of such Underground Facilities during construction, for safety and protection thereof as provided in paragraph 6.20 and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

4.3.2. Not Shown or Indicated: If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the CONTRACT DOCUMENTS and which CONTRACTOR could not reasonable have been expected to be aware of, CONTRACTOR shall,

promptly after becoming aware thereof and before performing and Work affected thereby (except in an emergency as permitted by paragraph 6.22), identify the owner of such Underground Facility and give written notice thereof to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility to determine the extent to which the CONTRACT DOCUMENTS should be modified to reflect and document the consequences of the existence of the Underground Facility, and the CONTRACT DOCUMENTS will be amended or supplemented to the extent necessary. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 6.20. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated in the CONTRACT DOCUMENTS and which CONTRACTOR could not reasonably have been expected to be aware of. If the parties are unable to agree as to the amount or length thereof, CONTRACTOR may make a claim thereof as provided in Articles 11 and 12.

REFERENCE POINTS:

4.4. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER'S judgement are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified in the General Requirements), shall protect and preserve the established reference points and shall make no changes or relocations without written approval of OWNER.

CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

ARTICLE 5 - BOND AND INSURANCE PERFORMANCE AND OTHER BONDS:
5.1. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to Contract Price as security for the faithful performance and payment of all CONTRACTOR'S obligations under the CONTRACT DOCUMENTS. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Law or Regulations or by the CONTRACT DOCUMENTS. CONTRACTOR shall also furnish such other Bond as are required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by law or Regulation or by the Contract Documents and be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

5.2 If the surety on any Bond furnished CONTRACTOR is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.1, CONTRACTOR shall within five days thereafter substitute another Bond and Surety, both of which must be acceptable to OWNER.

CONTRACTOR'S LIABILITY INSURANCE:

5.3. CONTRACTOR shall purchase and maintain such comprehensive general liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result form CONTRACTOR'S performance and furnishing of the Work and CONTRACTOR'S other obligations under the CONTRACT DOCUMENTS, whether it is to be performed or furnished by CONTRACTOR, by any Sub-Contractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable:

5.3.1. Claims under worker's or workmen's compensation, disability benefits and other similar employee benefit acts;

5.3.2. Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR'S employees;

5.3.3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR'S employees;

5.3.4. Claims for damages insured by personal injury liability coverage which are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, (b) by any other person for any other reason;

5.3.5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting there from;

5.3.6. Claims arising out of operation of Laws or Regulations for damages because of bodily injury or death of any person or for damage to property; and

5.3.7. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of motor vehicle.

The insurance required by this paragraph 5.3 shall include the specific coverages and be written for not less than the limits of liability and coverages provided in the Supplemental General Conditions, or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days' prior to a written notice been given to OWNER and ENGINEER by certified mail. All such insurance shall remain in effect until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing defective work in accordance with paragraph 13.12. In addition, CONTRACTOR shall maintain such completed operations insurance for at least two years after final payment and furnish OWNER with evidence of continuation of such insurance at final payment and one year thereafter.

CONTRACTUAL LIABILITY INSURANCE:

5.4. The comprehensive general liability insurance required by paragraph 5.3 will include contractual

liability insurance applicable to CONTRACTOR'S obligations under paragraphs 6.30 and 6.31.

OWNER'S LIABILITY INSURANCE:

5.5. (Deleted) PROPERTY INSURANCE:
5.6. – 5.10 (Deleted)

WAIVER OF RIGHTS:
5.11.1. CONTRACTOR waives all rights against OWNER for all losses and damages caused by any of the perils covered by the policies of insurance provided under the Supplemental General Conditions and any other property insurance applicable to the Work, and also waives all such rights against the Sub-Contractors, ENGINEER, ENGINEER'S Consultants and all other parties named as insured in such policies for losses and damages so caused. As required by paragraph 6.11, each sub-contract between CONTRACTOR, and a Sub-Contractor will
contain similar waiver provisions by the Sub-Contractor in favor of OWNER, CONTRACTOR, ENGINEER, ENGINEER'S Consultants and all other parties named as insured. None of the above waivers shall extend to the rights that any of the insured parties may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

5.11.2. CONTRACTOR intends that any policies provided under the Supplemental General Conditions shall protect all of the parties insured and provide primary coverage for all losses and damages caused by the perils covered thereby. Accordingly, all such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights or recovery against any of the parties named as insured or additional insured and if the insurers require separate waiver forms to be signed by ENGINEER or ENGINEER'S consultant or any Sub- Contractor, CONTRACTOR will obtain the same.

RECEIPT AND APPLICATION OF PROCEEDS:

5.12. (Delete)

5.13. (Delete)

ACCEPTANCE OF INSURANCE:

5.14. If OWNER has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by CONTRACTOR in accordance with paragraphs 5.3 and 5.4 on the basis of its not complying with the CONTRACT DOCUMENTS, OWNER shall notify CONTRACTOR in writing thereof within ten days of the date or delivery of such certificates to OWNER in accordance with paragraph 2.7. CONTRACTOR shall each provide to OWNER, such additional information in respect of insurance provided by each as the OWNER may reasonably request. Failure by OWNER to give such notice of objection within the time provided shall constitute acceptance of such insurance purchased by the CONTRACTOR as complying with the CONTRACT DOCUMENTS.

PARTIAL UTILIZATION- PROPERTY INSURANCE:

5.15 If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.10. The insurers of CONTRACTORS providing the property insurance shall consent to such use or occupancy by endorsement on the policy or policies, but the property insurance shall not be canceled or lapse on account of any such partial use or occupancy.

ARTICLE 6- CONTRACTOR'S RESPONSIBILITIES SUPERVISION AND SUPERINTENDENCE:

6.1. CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skill and expertise as may be necessary to perform the Work in accordance with the CONTRACT DOCUMENTS. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design or selection or a specific means, method, technique, sequence or procedure or construction which is indicated in and required by the CONTRACT DOCUMENTS. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the CONTRACT DOCUMENTS.

6.2. CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR'S representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

LABOR, MATERIALS AND EQUIPMENT:

6.3. CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the CONTRACT DOCUMENTS. CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons of the Work or property at the site or adjacent thereto, and except as otherwise indicated in the CONTRACT DOCUMENTS, all Work at the site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without OWNER'S written consent after prior written notice to ENGINEER.

6.4. Unless otherwise specified in the General Requirements, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing start-up, and completion of Work.

6.5. All materials and equipment shall be of good quality and new, except, as otherwise provided in the CONTRACT DOCUMENTS. If required by ENGINEER, CONTRACTOR shall furnish satisfactory

evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable
Supplier, except as otherwise provided in the CONTRACT DOCUMENTS; but no provision of any such instructions will be effective to assign to ENGINEER, or any of ENGINEER'S consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.15 or 6.16.

ADJUSTING PROGRESS SCHEDULE:

6.6 CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.9) adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

SUBSTITUTES OR "OR-EQUAL" ITEMS:

6.7.1. Whenever materials or equipment are specified or described in the CONTRACT DOCUMENTS by using the name of a proprietary item or the name of a particular Supplier the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other Suppliers may be accepted by ENGINEER if sufficient information is submitted by CONTRACTOR to allow ENGINEER to determine that the material or equipment proposed is equivalent or equal to that named. The procedure for review by ENGINEER will include the following as supplemented in the General Requirements. Requests for review of substitute items of material and equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to ENGINEER for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice CONTRACTOR'S achievement of Substantial Completion on time, whether or not acceptance of the substitutes for use in the Work will require a change in any of the CONTRACT DOCUMENTS (or in the provisions of any other direct contract with OWNER for Work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment or any license fee of royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including cost of redesign and claims or other contractors affected by the resulting change, all of which shall be considered by ENGINEER in evaluating the proposed substitute. ENGINEER may require CONTRACTOR to furnish at CONTRACTOR'S expense additional data about the proposed substitute.

6.7.2. If a specific means, method, technique, sequence or procedure of construction is indicated in or

required by the CONTRACT DOCUMENTS, CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to ENGINEER, if CONTRACTOR submits sufficient information to allow ENGINEER to determine that the substitute proposed is equivalent to that indicated or required by the CONTRACT DOCUMENTS. The procedure for review by ENGINEER will be similar to that provided in paragraph 6.7.1, as applied by ENGINEER and as may be supplemented in the General Requirements.

6.7.3. ENGINEER will be allowed a reasonable time within which to evaluate each proposed substitute. ENGINEER will be sole judge of acceptability, and no substitute will be ordered, installed or utilized without ENGINEER'S prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other surety with respect to any substitute. ENGINEER will record time required by ENGINEER and ENGINEER'S consultants in evaluating substitutions proposed by CONTRACTOR and in making changes in the CONTRACT DOCUMENTS occasioned thereby. Whether or not ENGINEER accepts a proposed substitute, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER'S consultants for evaluating each proposed substitute.

CONCERNING SUB-CONTRACTORS, SUPPLIERS AND OTHER:

6.8.1. CONTRACTOR shall not employ any Sub-Contractor, Supplier or other person or organization (including those acceptable to OWNER and ENGINEER as indicated in paragraph 6.8.2), whether initially or as a substitute, against whom OWNER or ENGINEER may have reasonable objection. CONTRACTOR shall not be required to employ any Sub- Contractor, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

If the Supplementary Conditions require the identity of certain Sub-Contractors, Suppliers or other persons or organizations (including those who are to furnish the principal items or materials and equipment) to be submitted to OWNER in advance of the specified date prior to the Effective Date of the Agreement for acceptance by OWNER and ENGINEER and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER'S or ENGINEER'S acceptance either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in bidding documents or the CONTRACT DOCUMENTS) of any such Sub-Contractor, Supplier or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case CONTRACTOR shall submit an acceptable substitute, the Contract Price will be increased by the difference in the cost occasioned by such substitution and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER or ENGINEER of any such Sub-Contractor, Supplier or other person or organization shall constitute a waiver of any right of OWNER or ENGINEER to reject
defective Work.

6.9. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Sub-Contractor's, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct and indirect contract with CONTRACTOR just as

CONTRACTOR is responsible for CONTRACTOR'S own acts and omissions. Nothing in the CONTRACT DOCUMENT shall create any contractual relationship between OWNER or ENGINEER and any such Sub-Contractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Sub-Contractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

6.10. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Sub-Contractors or Suppliers or delineating the Work to be performed by any specified trade.

6.11 All Work performed for CONTRACTOR by a Sub-Contractor will be pursuant to an appropriate agreement between CONTRACTOR and Sub-Contractor which specifically binds the Sub-Contractor to the applicable terms and conditions of the CONTRACT DOCUMENTS for the benefit of OWNER and ENGINEER and contains waiver provisions as required by paragraph 5.11.

PATENT FEES AND ROYALTIES:

6.12. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the CONTRACT DOCUMENTS for use in the performance of the Work and if to the actual knowledge of OWNER and ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the CONTRACT DOCUMENTS. CONTRACTOR shall indemnify, hold harmless and defend at its cost, OWNER and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees and court and arbitration costs) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the CONTRACT DOCUMENTS, and shall defend all such claims in connection with any alleged infringement of such rights.

6.13. Unless otherwise provided in the Supplemental General Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR
shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids, or if there are not Bids on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.

LAWS AND REGULATIONS:

6.14.1. CONTRACTOR shall give all notices and comply with all laws and Regulations applicable to

furnishing and performing of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR'S compliance with any Law or Regulations.

6.14.2 If CONTRACTOR observes that the Specification of Drawings are at variance with any Laws or Regulations, CONTRACTOR shall give ENGINEER prompt written notice thereof, any necessary changes will be authorized by one of the methods indicated in paragraph 3.4.

If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such Laws or Regulations, and without such notice to ENGINEER, CONTRACTOR shall bear all costs arising therefrom; however, it shall not be CONTRACTOR'S primary responsibility to made certain that the Specifications and Drawings are in accordance with such Laws and Regulations.

6.15. CONTRACTOR shall pay all sales, consumer use and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

USE OF PREMISES:

6.16. CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the CONTRACT DOCUMENTS and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against OWNER or ENGINEER by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by at law. CONTRACTOR shall, to the fullest extend permitted by Law and Regulations, indemnify and hold OWNER and ENGINEER harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of Engineers, Architects, Attorneys and other professional and court and arbitration costs) arising directly, indirectly or consequently out of any action, legal or equitable, brought by any such other party against OWNER or ENGINEER to the extent based on a claim arising out of work done by CONTRACTOR under the CONTRACT DOCUMENTS. It is the expressed intention of the parties hereto, both OWNER and CONTRACTOR, that the indemnity provided for in this paragraph is indemnity by CONTRACTOR to indemnify and protect OWNER from the consequences of OWNER'S own negligence, whether that negligence is the sole or a concurring cause of the injury, death or damage.

6.17. During the progress of the Work, CONTRACTOR shall keep the premises free from such accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery and surplus materials, and shall leave the site clean and ready for occupancy by OWNER. CONTRACTOR shall restore to original condition all property not designated for alteration by the CONTRACT DOCUMENTS.

6.18. CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

DOCUMENTS:

6.19. CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Directive Changes, Field Orders and Written Interpretations and Clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these Record Documents, Samples and Shop Drawings will be delivered to ENGINEER for OWNER.

SAFETY AND PROTECTION:

6.20. CONTRACTOR shall be responsible for initiation, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.20.1. All employees on the Work and other persons and organizations who may be affected thereby;

6.20.2 All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site.

6.20.3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damages, injury or loss to any property referred to in paragraphs 6.20.2 or 6.20.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, and Sub-Contractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omission of OWNER or ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR). CONTRACTOR'S duties and

responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.13 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion.

6.21. CONTRACTOR shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR'S superintendent unless otherwise designated in writing by CONTRACTOR to OWNER.

EMERGENCIES:

6.22. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from ENGINEER or OWNER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the CONTRACT DOCUMENTS have been caused thereby. If ENGINEER determines that a change in the CONTRACT DOCUMENTS is required because of the action taken in response to any emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variations.

SHOP DRAWINGS AND SAMPLES:

6.23. After checking and verifying all field measurements and complying with applicable procedures specified in the General Requirements, CONTRACTOR shall submit to ENGINEER for review an approval in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9), or for other appropriate action if so indicated in the Supplementary Conditions, five copies (unless otherwise specified in General Requirements) of all Shop Drawings, which bear a stamp written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the CONTRACT DOCUMENTS with respect to the review of the submission. All submissions will be identified as ENGINEER may require. The data shown on the Shop Drawings will be completed with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to enable ENGINEER to review the information as required.

6.24. CONTRACTOR shall also submit to ENGINEER for review and approval with such promptness as to cause no delay in Work, all samples required by the CONTRACT DOCUMENTS. All samples will have been checked by and accompanied by a specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the CONTRACT DOCUMENTS with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

6.25.1. Before submission of each Shop Drawing or sample CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the CONTRACT DOCUMENTS.

6.25.2. At the time of each submission, CONTRACTOR shall give ENGINEER specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the CONTRACT DOCUMENTS, and in addition, shall cause a specific notation to be made on each Shop Drawing submitted to ENGINEER for review and approval of each such variation.

ENGINEER will review and approve with reasonable promptness Shop Drawings and samples, ENGINEER'S review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the CONTRACT DOCUMENTS and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the CONTRACT DOCUMENTS) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by ENGINEER, and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called by ENGINEER or previous submittals.

6.27. ENGINEER'S review and approval of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the CONTRACT DOCUMENTS unless CONTRACTOR has in writing called ENGINEER'S attention to each such variation at the time of submission as required by paragraph 6.25.2 and ENGINEER has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of paragraph 6.25.1.

6.28. Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to ENGINEER'S review and approval of the pertinent submission will be the sole expense and responsibility of CONTRACTOR.

CONTINUING THE WORK:

CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.5 or as CONTRACTOR and OWNER may otherwise agree in writing.

INDEMNIFICATION:

6.30. To the fullest extent permitted by Laws and Regulations CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and their consultants, agents and employees from and against all claims, damages, losses and expense, direct, indirect or consequential (including but not limited to fees and charges of Engineers, Architects, Attorneys and other professional and court and arbitration

costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from and (b) is caused in whole or in part by any negligent act or omission of OWNER, CONTRACTOR, and Sub-Contractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a partly indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party. It is the expressed intention of the parties hereto, both OWNER and CONTRACTOR, that the indemnity provided for in this paragraph is indemnity by CONTRACTOR to indemnify and protect OWNER from the consequences of OWNER'S own negligence, whether that negligence is the sole or concurring cause of the injury, death or damage.

6.31. In any and all claims against OWNER or ENGINEER or any of their consultants, agents or employees by any employee or Contractor, any Sub-Contractor, and person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.30 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any Sub-Contractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.32. The obligations of CONTRACTOR under paragraph 6.30 shall not exceed to the liability of ENGINEER, ENGINEER'S consultants, agents or employees arising out of the preparation or approval or maps, drawings, opinions, reports, surveys, Change Orders, designs or Specifications.

ARTICLE 7-OTHER WORK RELATED WORK AT SITE:

7.1. OWNER may perform other work related to the Project at the site by OWNER'S own forces, have other work performed by utility owners or let other direct contracts therefore which shall contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the CONTRACT DOCUMENTS, written notice thereof will be given to CONTRACTOR prior to starting any such other work; and if CONTRACTOR believes that such performance will involve additional expense to CONTRACTOR or requires additional time and the parties are unable to agree as to the extent thereof, CONTRACTOR may make a claim therefore as provided in Articles 11 and 12.

7.2. CONTRACTOR shall afford each utility owner and other contractor who is a party to such a direct contract (or OWNER, if OWNER is performing the additional work with OWNER'S employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the Work with theirs. CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and

other contractors.

7.3. If any part of CONTRACTOR'S Work depends for proper execution or results upon the work of any such other contractor or utility owner (or OWNER), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. CONTRACTOR'S failure to report will constitute and acceptance of the other work as fit and
proper for integration with CONTRACTOR'S work except for latent or non-apparent defects in the other work.

COORDINATION:

7.4. If OWNER contracts with others for the performance of other work on the Project at the site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified in the Supplementary Conditions, and the specific matters to be covered by such authority and responsibility will be itemized, and the extent of such authority and responsibilities will be provided, in the Supplementary Conditions. Unless otherwise provided in the Supplementary Conditions, neither OWNER nor ENGINEER shall have any authority or responsibility in respect of such coordination.

ARTICLE 8-OWNER'S RESPONSIBILITIES

8.1. OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.2. In case of termination of the employment or ENGINEER, OWNER shall appoint an engineer against whom CONTRACTOR makes no reasonable objection, whose status under the CONTRACT DOCUMENTS shall be that of the former ENGINEER. Any dispute in connection with such appointment shall be subject to arbitration.

OWNER shall furnish the data required of OWNER under the CONTRACT DOCUMENTS promptly and shall make payments to CONTRACTOR promptly after they are due as provided in paragraphs 14.4 and 14.14.

8.4. OWNER'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER'S identifying and making available to CONTRACTOR copies of reports of explorations and tests of sub-surface conditions at the site and existing structures which have been utilized by ENGINEER in preparing the Drawings and Specifications.

8.5. (Delete)

8.6 OWNER is obliged to execute Change Orders as indicated in paragraph 10.4.

8.7. OWNER'S responsibility in respect of certain inspections, tests and approvals is set forth in paragraph 13.4.

8.8. In connection with OWNER'S right to stop Work or suspend Work, see paragraph 13.10 and 15.1. Paragraph 15.2 deals with OWNER'S right to terminate services on CONTRACTOR under certain circumstances

ARTICLE 9-ENGINEER'S STATUS DURING CONSTRUCTION OWNER'S REPRESENTATIVE:
9.1. ENGINEER will be OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER'S representative during construction are set forth in the CONTRACT DOCUMENTS and shall not be extended without written consent of OWNER and ENGINEER.

VISITS TO SITE:

9.2. ENGINEER will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the CONTRACT DOCUMENTS. ENGINEER will not be required to made exhaustive or continuous on-site inspections to check the quality or quantity of the Work. ENGINEER'S efforts will be directed toward providing for OWNER a greater degree of confidence that the complete Work will conform to the CONTRACT DOCUMENTS. On the basis of such visits and on-site observations as an experienced and qualified design professional, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defects and deficiencies in the Work.

PROJECT REPRESENTATION:

9.3. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in observing the performance of the Work. The duties, responsibilities and limitations of authority of any such Resident Project Representative and assistants will be as provided in the Supplemental Conditions. If OWNER designates another agent to represent OWNER at the site who is not the ENGINEER'S agent or employee, the duties, responsibilities and limitations of authority of such other person will be provided in Supplemental Conditions.

CLARIFICATIONS AND INTERPRETATIONS:

9.4. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the CONTRACT DOCUMENTS (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the CONTRACT DOCUMENTS. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree to the amount or extent thereof, CONTRACTOR may make a claim therefore as provided in Article 11 or Article 12.

AUTHORIZED VARIATIONS IN WORK:

9.5. ENGINEER may authorize minor variations in the Work from the requirements of the CONTRACT DOCUMENTS which do not involve an adjustment in the Contract Price of the Contract Time and are consistent with the overall intent of the CONTRACT DOCUMENTS. These may be accomplished by a Field Order and will be binding on OWNER, and also on CONTRACTOR who shall perform the Work involved promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree as to the amount thereof, CONTRACTOR may make a claim therefor as provided in Article 11 or 12.

REJECTING DEFECTIVE WORK:

9.6. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, and will also have authority to require special inspection or testing of the Work as provided in paragraph 13.9, whether or not the Work is fabricated, installed or complete.

SHOP DRAWINGS, CHANGE ORDERS AND PAYMENTS:

9.7. In connection with ENGINEER'S responsibility for Shop Drawings and samples, see paragraphs 6.23 through 6.29 inclusive.

9.8. In connection with ENGINEER'S responsibility as to Change Orders, see Articles 10,11, and 12.

9.9. In connection with ENGINEER'S responsibility in respect of Applications for Payment, etc, see Article 14.

DETERMINATIONS FOR UNIT PRICES:

9.10. (Delete)

DECISIONS ON DISPUTES:

9.11. ENGINEER will be the initial interpreter of the requirements of the CONTRACT DOCUMENTS and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the CONTRACT DOCUMENTS pertaining to the performance and furnishing of the Work and claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Time will be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph, which ENGINEER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter will be delivered by the claimant to ENGINEER and the other party to the Agreement promptly (but in no event later than thirty days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within sixty days after such occurrence unless ENGINEER allows and additional period of time to ascertain more accurate data in support of the claim.

9.12. When functioning as interpreter and judge under paragraphs 9.10 and 9.11, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any

interpretation or decision rendered in good faith in such capacity. Then rendering of a decision by ENGINEER pursuant to paragraphs 9.10 and 9.11 with respect to any such claim, dispute or other matter (except and which have been waived by the making or acceptance of final payments as provided in paragraph 14.16) will be a condition precedent to any exercise by OWNER or CONTRACTOR or such rights or remedies as either may otherwise have under the CONTRACT DOCUMENTS or by Laws or Regulations in respect of any such claim, dispute or other matter.

LIMITATIONS ON ENGINEER'S RESPONSIBILITIES:

9.13 Neither ENGINEER'S authority to act under this Article 9 or elsewhere in the CONTRACT DOCUMENTS nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any Sub-Contractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

9.14. Whenever in the CONTRACT DOCUMENTS the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory" or adjectives of the effect or import are used to describe a requirement, direction, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction review or judgment will be solely to evaluate the Work for compliance with the CONTRACT DOCUMENTS (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraphs 9.15 and 6.16.

9.15. ENGINEER will not be responsible for CONTRACTOR'S means, methods, technique, sequences or procedures of construction, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible for CONTRACTOR'S failure to perform or furnish the Work in accordance with the CONTRACT DOCUMENTS.

9.16. ENGINEER will not be responsible for the acts or omissions of the CONTRACTOR or of any Sub-Contractor, any Supplier or any other person or organization performing or furnishing any of the Work.

ARTICLE 10-CHANGES IN THE WORK

Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized, be a written amendment, a Change Order or a Work Directive Change. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the CONTRACT DOCUMENTS (except as otherwise specifically indicated).

10.2. If OWNER and CONTRACTOR are unable to agree as to the extent if any of an increase or decrease in the Contract Price or an extension of shortening of the Contract Time that should be allowed

as a result of a work directive change, a claim may be made therefore as provided in Article 11 or Article 12.

10.3. CONTRACTOR shall not be entitled to any increase in the Contract Price or an extension of the Contract Time with respect to any Work performed that is not required by the CONTRACT DOCUMENTS as amended modified and supplemented as provided in paragraphs 3.4 and 3.5, except in the case of any emergency as provided in paragraph 6.22 and except in the case of uncovering Work as provided in paragraph 13.9.

10.4. OWNER and CONTRACTOR shall execute appropriate Change Orders (or Written Amendments) covering:

10.4.1. Changes in the Work that are ordered by OWNER pursuant to paragraph 10.1, are required because of acceptance of defective Work under paragraph 13.13 or correcting defective Work under paragraph 13.14, or are agreed to by the parties;

10.4.2. Changes in the Contract Price or Contract Time which are agreed to by the parties; and

10.4.3. Changes in the Contract Price or Contract Time which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 9.11, provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the CONTRACT DOCUMENTS and applicable laws and regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.29.

10.5. If notice of any change affecting the general scope of the Work of the provisions of the CONTRACT DOCUMENTS (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR'S responsibility, and the amount of each applicable Bond will be adjusted accordingly.

ARTICLE 11-CHANGE OR CONTRACT PRICE

11.1. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

11.2. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount

claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Price shall be determined by ENGINEER in accordance with paragraph 9.11 if OWNER and CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this paragraph 11.2.

11.3. The value of any Work covered by a Change Order of any claim for an increase or decrease in the Contract Price shall be determined in of the following ways:

11.3.1. (Delete)

11.3.2. By mutual acceptance of a lump sum, which at the discretion of OWNER may be based in whole or in part on the same unit costs outlined in the Bid included in the CONTRACT DOCUMENTS which may include an allowance for overhead and profit.

ARTICLE 12-CHANGE OF CONTRACT TIME

12.1. The Contract Time may only be changed by a Change Order or a Written Amendment. Any Claim for an extension or shortening of the Contract Time shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within sixty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire
adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event.

All claims for adjustment in the Contract Time shall be determined by ENGINEER in accordance with paragraph 9.11 if OWNER and CONTRACTOR cannot otherwise agree. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this paragraph 12.1.

12.2. The Contract Time will be extended in an amount to time lost due to delays beyond the control of CONTRACTOR if a claim is made therefore as provided in paragraph 1.1. Such delays shall include, but not be limited to, acts or neglect by OWNER or others performing additional work as contemplated by Article 7, or to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

12.3. All time limits stated in the CONTRACT DOCUMENTS are of the essence of the Agreement. The provisions of this Article 12 shall not exclude recovery for damages (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) for delay by either party.

ARTICLE 13 - WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTIONS, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

WARRANTY AND GUARANTEE:

13.1. CONTRACTOR warrants and guarantees to OWNER and ENGINEER that all Work will be in accordance with the CONTRACT DOCUMENTS and will not be defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.

ACCESS TO WORK:

13.2. ENGINEER and ENGINEER'S representatives, other representatives of OWNER, testing agencies an governmental agencies with jurisdictional interests will have access to the work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

TESTS AND INSPECTION:

13.3. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals.

13.4. If laws and Regulations of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefore, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval.

CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with OWNER'S or ENGINEER'S acceptance of a supplier or materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR'S purchase thereof for incorporation in the Work. The cost of all inspections, tests and approvals other than those which are required by the CONTRACT DOCUMENTS shall be paid by OWNER (unless otherwise specified).

13.5. All inspections, tests or approvals other than those required by Laws or regulations of any public body having jurisdiction shall be performed by organizations acceptable to OWNER and CONTRACTOR (or by ENGINEER if so specified).

13.6. If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR'S expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR'S intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.7. Neither observations by ENGINEER nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR'S obligations to perform the Work in accordance with the CONTRACT DOCUMENTS.

UNCOVERING WORK:

13.8. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER'S observation and replaced at CONTRACTOR'S EXPENSE.

13.9. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, a ENGINEER'S request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, (including but not limited to fees and charges of engineers, architects, attorneys and other professionals), and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim thereof, may make a claim therefore as provided in Article
11. If, however, such work is not found to be defective, CONTRACTOR shall be allowed to increase in the Contract Price or an extension of the contract time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefore as provided in Articles 11 and 12.

OWNER MAY STOP THE WORK:

13.10. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the CONTRACT DOCUMENTS, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this rights for the benefit of CONTRACTOR or any other party.

CORRECTION OR REMOVAL OF DEFECTIVE WORK:

13.11. If required by ENGINEER, CONTRACTOR shall promptly, as directed, either correct al defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by Engineer, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

ONE-YEAR CORRECTION PERIOD:

13.12. If within one year after the date of issue of the Certificate of Acceptance or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the CONTRACT DOCUMENTS or by any specific provision of the CONTRACT

DOCUMENTS, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER'S written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with non-defective work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected pr the rejected work removed and replaced, and all direct, indirect and consequential costs and replacement (including but not limited to fees and charges of engineers, architect, attorneys, and other professionals) will be paid by CONTRACTOR.

ACCEPTANCE OF DEFECTIVE WORK:

13.13. If, instead of requiring correction of removal and replacement of defective Work, OWNER (and, prior to ENGINEER'S recommendation of final payment, also ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall bear all direct, indirect and consequential costs attributable to OWNER's evaluation of and determination to accept such defective Work (such cost to be approved by ENGINEER as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals).

If any such acceptance occurs prior to ENGINEER'S recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the CONTRACT DOCUMENTS with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefore as provided in Article 11. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

OWNER MAY CORRECT DEFECTIVE WORK:

13.14. If COCNTRACTOR fails within a reasonable time after written notice of ENGINEER to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.11, or if CONTRACTOR fails to perform the Work in accordance with the CONTRACT DOCUMENTS, or if CONTRACTOR fails to comply with any other provision of the CONTRACT DOCUMENTS, OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR'S services related thereto, take possession of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER'S representatives, agents and employees such access to the site as may be necessary to enable OWNER to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of OWNER in Exercising such rights and remedies will be charged against CONTRACTOR in an amount approved as to reasonableness by ENGINEER, and charged against CONTRACTOR in an amount approved as to reasonableness by ENGINEER, and a Change Order will be issued incorporating the necessary revisions in the CONTRACT DOCUMENTS with respect to the Work; and OWNER shall be

entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefore as provided in Article 11. Such direct, indirect and OWNER consequential costs will include but not be limited to fees and charges of engineers, architects, and other professionals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR'S defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by OWNER of OWNER'S rights and remedies hereunder.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION SCHEDULE OF VALUES:

14.1 The schedule of values established as provided in paragraph 2.9 will serve as the basis for progress payments and will be incorporated into a form of Application of Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

APPLICATION FOR PROGRESS PAYMENT:

14.2 At least twenty days before each progress payment is scheduled (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the CONTRACT DOCUMENTS. If Payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that OWNER has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER'S interest therein, all of which will be satisfactory to OWNER. The amount of retainage with respect to progress payments will be 10% (ten percent). The retainage shall be held by the owner until all the work has been satisfactorily completed and accepted in writing. At that time the retainage may be released and included in the Final Payment.

CONTRACTOR'S WARRANTY OF TITLE:

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

REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT:

14.4 ENGINEER will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing ENGINEER'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and re-submit the Application twenty (20) days after the presentation of the Application for Payment with ENGINEER'S recommendation, the amount recommended will (subject to the provisions of the last sentence of paragraph 14.7) become due

and when due will be paid by
OWNER to CONTRACTOR.

14.5 ENGINEER'S recommendation of any payment requested in an application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER'S on-site observations of the Work in progress as an experienced and qualified design professional and on ENGINEER'S review of the Application for Payment and the accompanying data and schedules that the work has progressed to the point indicated that to the best of the ENGINEER'S knowledge, information and belief, the quality of the Work is in accordance with the CONTRACT DOCUMENTS (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent test called for in the CONTRACT DOCUMENTS, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.10, and to any other qualifications stated the recommendation); and that CONTRACTOR is entitled to payment of the amount recommended.

However, by recommending any such payment ENGINEER will not thereby be deemed to have represented that exhaustive or continuous on-site inspection have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to ENGINEER in the CONTRACT DOCUMENTS or that there may be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or OWNER to withhold payment to CONTRACTOR.

14.6 ENGINEER'S recommendation of final payment will constitute an additional representation by ENGINEER to OWNER that the conditions precedent to CONTRACTOR'S being entitled to final payment as set forth in paragraph 14.13 have been fulfilled.

14.7. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER'S opinion, it would be incorrect to make such representation to OWNER. ENGINEER may also refuse to recommend any such payment, or because of tests, nullify any such payments previously recommended, to such extent as may be necessary in ENGINEER'S opinion to protect OWNER from loss because:

14.7.1 The Work is defective, or completed Work has been damaged requiring correction or replacement;

14.7.2. The Contract Price has been reduced by Written Amendment or Change Order,

14.7.3. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.14.

14.7.4. ENGINEER'S actual knowledge of the occurrence of any of the events enumerated in paragraphs 15.2.1 through 15.2.9 inclusive.

OWNER may refuse to make payment of the full amount recommended by ENGINEER because claims have been made against OWNER on account of CONTRACTOR'S performance of furnishing of the Work or Liens have been filed in connection with the Work or there are other items

entitling OWNER to a set-off against the amount recommended, but OWNER must give CONTRACTOR immediate written Notice (with a copy to ENGINEER) stating the reasons for such action.

SUBSTANTIAL COMPLETION:

14.8 When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, OWNER, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER considers The Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion.

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

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

PARTIAL UTILIZATION:

14.10. Use by OWNER of any finished part of the Work, which has specifically been identified in the

CONTRACT DOCUMENTS, or which OWNER, ENGINEER and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER without significant interference with CONTRACTOR'S performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

14.10.1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees, CONTRACTOR will certify to OWNER and ENGINEER that said part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, the provisions of paragraphs 14.8 and 14.9 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

14.10.2 OWNER at any time may request CONTRACTOR in writing to permit OWNER to take over operation of any such part of the Work although it is not substantially complete. A copy of such request will be sent to ENGINEER and within a reasonable time thereafter OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to OWNER and ENGINEER that such part of the Work is not ready for separate operation by OWNER, ENGINEER will finalize the list of items to be completed or corrected and will deliver such list to OWNER and CONTRACTOR together with written recommendation as to the division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work which will become binding upon OWNER and CONTRACTOR at the time when OWNER takes over such operation (unless they shall have otherwise agreed in writing and so informed ENGINEER). During such operation and prior to Substantial Completion of such part of the Work, OWNER shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.

14.10.3 No occupancy or separate operation of part of the Work will be accomplished prior to compliance with the requirements of paragraph 5.15 in respect of property insurance. FINAL INSPECTION:

14.11 Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

FINAL APPLICATION FOR PAYMENT:

14.12 After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds certificates of inspection, marked-up record documents (as provided in paragraph 6.19) and other documents-all as required by the CONTRACT DOCUMENTS, and after ENGINEER has indicated that the Work is acceptable (subject to the provisions of paragraph 14.16), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the CONTRACT DOCUMENTS, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER'S property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Sub-Contractor or Supplier fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

FINAL PAYMENT AND ACCEPTANCE:

If, on the basis of ENGINEER'S observation of the Work during construction and final inspection, and ENGINEER'S review of the final Application for Payment and accompanying documentation, all required by the CONTRACT DOCUMENTS, ENGINEER is satisfied that the Work has been completed and CONTRACTOR'S other obligations under the CONTRACT DOCUMENTS have been fulfilled, ENGINEER will, within ten days after receipt of final Application for Payment, indicate in writing ENGINEER'S recommendation of payment and present the Application to OWNER for payment.

Thereupon ENGINEER will give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.16. otherwise, the ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and re-submit the Application. Thirty days after presentation to OWNER of the Application and accompanying documentation, in appropriate form and substance, and with ENGINEER'S recommendation and notice of acceptability the amount recommended by ENGINEER will become due and will be paid by OWNER to CONTRACTOR.

14.14 If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR'S final Application for payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in paragraph 5.1, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute

a waiver of claims.

CONTRACTOR'S CONTINUING OBLIGATION:

14.15. CONTRACTOR'S obligation to perform and complete the Work in accordance with the CONTRACT DOCUMENTS shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the issuance of a certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the CONTRACT DOCUMENTS, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.13, nor any correction of defective Work by OWNER will constitute an acceptance of Work not in accordance with the CONTRACT DOCUMENTS or release of CONTRACTOR'S obligation to perform the Work in accordance with the CONTRACT DOCUMENTS.

WAIVER OF CLAIMS:

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

14.16.1 A waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.11 or from failure to comply with the CONTRACT DOCUMENTS or the terms of any special guarantees specified therein; however it will constitute a waiver by OWNER of any rights in respect of CONTRACTOR'S continuing obligations under the CONTRACT DOCUMENTS; and

14.16.2 A waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

ARTICLE 15- SUSPENSION OF WORK AND TERMINATION OWNER MAY SUSPEND WORK:
15.1 OWNER may at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume Work on the date so fixed. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if CONTRACTOR makes an approved claim therefore as provided in Articles 11 and 12.

OWNER MAY TERMINATE:

15.2 Upon the occurrence of any one or more of the following events:

15.2.1. If CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filling, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other Federal or State law in effect at the time relating to bankruptcy or insolvency;

15.2.2. If a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other Federal or State law in effect at the time relating to bankruptcy or insolvency;

15.2.3. If CONTRACTOR makes a general assignment for the benefit of creditors;

15.2.4. If a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose or enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR'S creditors;

15.2.5. If CONTRACTOR admits in writing as inability to pay its debts generally as they become due;

15.2.6. If CONTRACTOR persistently fails to perform the work in accordance with the CONTRACT DOCUMENTS (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment of failure to supply sufficient skilled workers or suitable materials or equipment of failure to adhere to the progress schedule established under
paragraph 2.9 as revised from time to time);

15.2.7. If CONTRACTOR disregards Law or Regulations of any public body having jurisdiction;

15.2.8. If CONTRACTOR disregards the authority of ENGINEER; or

15.2.9. If CONTRACTOR otherwise violates in any substantial way any provisions of the CONTRACT DOCUMENTS; OWNER (and the surety, if there be one) seven days written the extent notice and to permitted by Laws and Regulations, terminate the CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion) incorporated in the Work all materials and equipment stored elsewhere and finish the Work as Owner may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect and consequential costs of completing the Work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs), such excess will be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such costs incurred by OWNER will be approved as to reasonableness by ENGINEER and incorporated in a Change Order, but when exercising any rights to remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

15.3 Where CONTRACTOR'S services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter occur. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.4. Upon seven days' written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, CONTRACTOR shall be paid for all Work executed and any expense sustained plus reasonable termination expense, which will include, but not be limited to, direct, indirect and consequential costs (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs.

CONTRACTOR MAY STOP WORK OR TERMINATE:

15.5. If, through no act or fault of CONTRACTOR, the Work is suspended for a period or more than ninety days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty days after it is submitted,
or OWNER fails for thirty days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven days' written notice to OWNER and ENGINEER stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of the obligations under paragraph 6.29 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

ARTICLE 16 - ARBITRATION
Deleted

ARTICLE 17 - MISCELLANEOUS GIVING NOTICE:
17.1 Whenever any provision of the CONTRACT DOCUMENTS requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address know to the giver of the notice.

17.2.1. When any period of time is referred to in the CONTRACT DOCUMENTS by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.2.2. A calendar day of twenty-four hours measured from midnight to the next midnight shall constitute a day.

GENERAL:

17.3. Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a

reasonable time of the first observance of such injury or damage. The provision of this paragraph 17.3 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

17.4. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligation imposed upon CONTRACTOR by paragraphs 6.30, 13.1, 13.12, 13.14, 14.3 and 15.2 and all of the rights and remedies available to OWNER and ENGINEER thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws and Regulations, by special warranty or guarantee or by other provisions of the CONTRACT DOCUMENTS, and the provisions of this paragraph will be as effective as if repeated specifically in the CONTRACT DOCUMENTS in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the CONTRACT DOCUMENTS will survive final payment and termination or completion of the Agreement.

17.5 STANDARD WORK HOURS: The standard work hours for the OWNER is 8:00 am to 5:00 pm, Monday through Friday. Should the Contractor elect to work on Saturday, Sundays or holidays, he shall be responsible for paying overtime charges for the OWNERS personnel involved. These charges will be at cost and will be calculated either at time and a half or double time, as applicable to the particular day being worked. Pre-approval shall be obtained from the Engineer or Engineer's representative by completing and signing a OWNER'S Form entitled "CONSTRUCTION INSPECTORS OVERTIME COMPENSATION AUTHORIZATION", prior to commencing any overtime work.

Any work done outside the standard workday, without prior authorization, shall be considered under unauthorized work. The Contractor is required to pay the overtime wages of the OWNER Inspectors that work overtime Mondays through Fridays at time in a half. The Contractor is responsible for the overtime wages of the ONWER inspectors that work Holidays at double time. Minimum hours will be billed to contractor for callouts or for insufficient notice of two (2) hours.

17.6 INDEMNIFICATION

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS AND REGULATIONS, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS OWNER, ENGINEER, ENGINEER'S SUBCONSULTANTS AND THE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND OTHER CONSULTANTS OF EACH AND ANY OF THEM FROM AND AGAINST ALL CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OR ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) CAUSED BY, ARISING OUT OF, OR RESULTING FROM, THE PERFORMANCE OF THE WORK, PROVIDED THAT ANY SUCH CLAIM, COST, LOSS OR DAMAGE: (i) IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE, OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), INCLUDING THE LOSS OF USE RESULTING THEREFROM, AND
(ii) IS CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF CONTRACTOR, ANY SUBCONTRACTOR, ANY SUPPLIER, ANY PERSON, OR

ORGANIZATION DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM TO PERFORM OR FURNISH ANY OF THE WORK, OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT CAUSED IN PART BY ANY NEGLIGENCE OR OMISSION OF A PERSON OR ENTITY INDEMNIFIED HEREUNDER OR WHETHER LIABILITY IS IMPOSED UPON SUCH INDEMNIFIED PARTY BY LAWS AND REGULATIONS REGARDLESS OF THE NEGLIGENCE OF ANY SUCH PERSON OR ENTITY. CLAIMS, COSTS, LOSSES, DAMAGES, SUITS AND CAUSES OF ACTION, AND ANY AND ALL LIABILITY, COSTS, EXPENSES, SETTLEMENTS, DAMAGES, AND JUDGEMENTS INCURRED IN CONNECTION THEREWITH (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS, AND ALL COURT OR ARBITRATION OR OTHER DISPUTES RESOLUTION COSTS) WHETHER ARISING IN EQUITY, AT COMMON LAW, OR BY STATUTE, INCLUDING THE TEXAS DECEPTIVE TRADE PRACTICES ACTOR SIMILAR STATUTE OF OTHER JURISDICTIONS, OR UNDER THE LAW OF CONTRACTS, TORTS (INCLUDING WITHOUT LIMITATION, NEGLIGENCE AND STRICT LIABILITY WITHOUT REGARD TO FAULT) OR PROPERTY, OF EVERY KIND OR CHARACTER… (iii) IS CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION, OTHER FAULT, BREACH OF CONTRACT OR WARRANTY, VIOLATION OF THE TEXAS DECEPTIVE TRADE PRACTICES ACT, OR STRICT LIABILITY WITHOUT REGARD TO FAULT OF CONTRACTOR…. REGARDLESS OF WHETHER OR NOT CAUSED IN PART BY ANY NEGLIGENCE OR OMISSION, OTHER FAULT, BREACH OF CONTRACT OR WARRANTY, VIOLATION OF THE TEXAS DECEPTIVE TRADE PRACTICES ACT, OR STRICT LIABILITY WITHOUT REGARD TO FAULT OF A PERSON OR ENTITY INDEMNIFIED HEREUNDER…. CONTRACTOR'S OBLIGATIONS OF INDEMNIFICATION UNDER THIS PARAGRAPH 6.20.1 SHALL NOT BE LIMITED BY THE AMOUNT OF ANY INSURANCE.

VIDEOTAPING: The Contractor shall videotape the entire job site, including access to the job site, prior to commencing work. A copy of the videotape shall be provided to the City at the Pre-Construction Conference. The videotape will be held for historical purposes and for resolving complaints/claims from affected property owners. Failure to provide such a tape shall render the contractor liable for claims. Acceptable format is standard VHS tape. Beta format is not acceptable.

Monthly videotaping by the contractor during construction is recommended to protect the contractor's interest against claims and as a basis for extras.

"EXHIBIT J"

SPECIAL CONDITIONS

1. COMPLETION TIME AND LIQUIDATED DAMAGES

The project as indicated in the Plans and Specifications shall be completed within the number of consecutive calendar days stated in the Contract beginning the date of the notice to commence work. Contractors shall submit a monthly request for time extensions, and such requests shall include justification in conformance with the Contract. The time set forth in the Proposal for the completion of the work is an essential element of the contract. The Contractor and Owner understand and agree that a breach of this Contract as to completion on time will cause damage to the Owner. The parties agree that for each and every calendar day the work or an portion thereof shall remain uncompleted after the expiration of the time limits, the amount per day given in the following schedule will be deducted from the money due or to become due the Contractor, not as penalty, but as liquidated damages and added expense of engineering and overhead.

The Contractor shall within the (10) days from the beginning of any delay notify the Engineer, in writing, of the causes of delay. The Engineer shall ascertain the facts, and the extent of delay and his findings of the facts thereon shall be final and conclusive.

2. CONTRACT DRAWINGS

The Contractor will be furnished three (3) complete sets of drawings by the Engineer for use during construction of the project. Only Plans and Specifications marked "Approved for Construction" and bearing signature of the Engineer on said mark shall be used as construction drawings. Any additional set of construction plans can be provided to contractor upon payment of $100.00.

3. DISPOSAL OF RUBBISH

It shall be the responsibility of the Contractor to dispose of all rubbish, brush, fencing, trees or other objectionable materials by burning, removal form the site or whatever means necessary to effect such disposal.

4. UTILITY SERVICES FOR CONSTRUCTION

Contractor will be responsible for furnishing water or any other utility services required for construction of project.

5. TESTING, INSPECTION AND CONTROL

Testing and inspection of materials required by these specifications shall be by a commercial testing laboratory. The laboratory shall be selected by the Owner and laboratory services and field testing

required by the Technical Specifications for control of work, such as testing of concrete cylinders made on the job shall be paid for by the Contractor. Additional laboratory services as dictated below shall be paid for y the Contractor:

A. The cost of laboratory services required to establish mix design for Portland Cement Concrete and Asphaltic concrete mixture, testing of aggregates, fixing gradations, the preparations and testing of design cylinders or specimens and other such services required to establish mix design, or to redesign the mix when required due to change in source of materials.

B. The Contractor shall furnish all materials and test specifications for testing as selected by the Testing Agency.

C. Mills test will be required for reinforcing steel, and cement, and mill certificates will be acceptable when it is definite that the test sheets apply to the material being supplied.

D. Any tests or inspections performed exclusively for the Contractor's convenience and for retests caused by initial nonconformance of the materials with the Contract Documents.

The testing mentioned in this section will be performed at a frequency required by the specification or at a frequency determined by the Engineer or the Engineer's representative. The Engineer shall require sufficient testing to ensure that the requirements of the specifications are met by the Contractor.

6. LICENSE, FEES AND PERMITS

It shall be the Contractor's responsibility to make necessary applications and obtain all permits required by all agencies, including, but not limited to, the City, County, State, and Federal government for this project.

7. TRAFFIC

It shall be the responsibility of the Contractor to provide for the safety and convenience of traffic so as to comply with all existing traffic regulations and ordinances as may apply.

8. UNDERGROUND OBSTACLES

Pipelines and other existing underground installations and structures in the vicinity of the work are shown on the drawings according o the best information available to the Owner. The Owner does not guarantee the accuracy of such information. The Contractor shall make every effort to locate all underground pipelines, conduits and structures by contacting owners of underground utilities an by prospecting in advance of trench excavation. The repair of existing utilities cut by the Contractor shall be made at the expense of the Contractor, and shall be scheduled so as to cause the least possible inconvenience to the public. Any delay or extra cost to the Contractor caused by pipelines or other underground structures or obstructions not shown by the Plans, or found in location of different from

those indicated, shall not constitute a claim for extra work, additional payment or damages.

9. RECORD DRAWINGS

Upon completion of the project and before final payment is made to the Contractor, the Contractor shall deliver one (1) complete set of record drawings and said drawings shall be neat, accurate and orderly and produced to the satisfaction of the Engineer.

10. OTHER CONTRACTS

Other contracts may be underway concurrently in this area. Contractor shall afford other contractors and utility companies reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate his work with theirs.

11. MATERIALS AND WORKSHIP

When materials are specified by a trade or brand name, it is not the intention of the Owner to discriminate against an equal product of another manufacturer, but to set a definite standard of quality or performance and to establish an equal basis for the evaluation of bids.

12. REPAIR TO ROADS

The Contractor shall be responsible for repairing any damage to City or County Roads and road owned by the Owner which are used by the Contractor in connection with operations under this Contract. Said repair work shall be at the Contractor's expense. Any debris, mud and related sources caused by contractor will need to be hauled off and cleaned.

13. PUBLIC UTILITIES

A. All poles, wires, cables, conduits, pipelines, or other structures within the work area, belonging to municipalities or public utility corporations, shall be protected by the Contractor.
B. The Contractor will conduct the work along any section of this project which is crossed by, or adjacent to, a public utility such as high lines, sewer lines, etc., in a manner so that no damages result to these utilities. The Contractor will be held solely responsible for damages to such utilities as a result of careless or negligent operations.

14. PRE-CONSTRUCTION CONFERENCE

Upon award of a Contract to the successful bidder, the Contractor shall meet with the Engineer at a designated location and at a time set by the Engineer. A schedule of procedure for a sequence of construction shall be agreed upon at this conference.

15. LINES AND GRADES

Special attention is directed to Part 2, Paragraph 2.6, Page GC-5, of the General Conditions of Agreement. Special care should be taken by the Contractor to avoid disturbance of Engineer's horizontal and vertical control points. The protection of construction stakes (horizontal and vertical control points), is the Contractor's responsibility and re-staking or re-establishment of these points or stakes will be done by the Engineer at the Contractor's expense. Survey Party time for re-staking will be charged at hourly rates in accordance with the Engineer's schedule of hourly rates which is in effect at the time of the re-staking. (Refer to SG5 Notification)

16. STAKING FOR CONSTRUCTION General

The staking services that the Engineer will furnish and the responsibility of the Contractor respecting the uses of and maintenance of all stakes is outlined under this section. (Refer to Notification section on this document)

No stakes will be furnished until the right-of-way or easements are acceptable condition other than clearing stakes.

Notification

The Contractor shall notify the Engineer, in writing, at least three (3) full working days in advance of the date when specific staking services are desired, giving the specific location and/or limiting stations. The Contractor shall notify the Engineer five (5) days prior to start-up so as to allow the Engineer to set his control. The Engineer shall be notified of any change of sequence which is established at pre-construction conferences. Construction stakeout is the Contractor's responsibility. (non-pay item).

Control Stakes

Stakes which constitute reference points for all construction work will be conspicuously marked with flagging tape in accordance with the code in these Specifications. It will be the responsibility of the Contractor to inform his employees and his subcontractors of their importance, and the necessity for their preservation. The cost of replacing such controls, should it become necessary for any reason whatsoever, shall be at the Contractor's expense. If the removal of a control stake is required by the construction operations of the Contractor or his subcontractors, advance notice in writing, of at least three (3) full working days shall be given to the Engineer, who will reference and remove said stake or stakes at no cost to the Contractor.

The Contractor shall employ competent grade setters to control the grading operations from the information provided on the reference stakes.

No additional stakes will be furnished, except as requested in writing by the Contractor and paid for by him. This applies to all re-staking for whatever reason, as well as for additional staking which the Contractor may request. Charges for the additional staking will be deducted from next progress payment that is issued to the Owner by the Engineer.

17. INSURANCE REQUIREMENTS

The Contractor, at his expense, shall take out and keep in force throughout the term of this Contract, the following insurance coverage in the amounts specified below to cover all of his operations in connection with the work to be performed under the Technical Specifications. The insurance certificates shall be submitted to the Owner for acceptance prior to move-in and beginning work

MINIMUM INSURANCE REQUIRMENTS

INSURANCE TYPE
Workman's Compensation General Liability
Comprehensive Form
Premises-Operations Products/Completed Operations Hazard Contractual Insurance Independent Contractors Personal Injury

Automobile Liability Comprehensive Owned
Hired
Non-owned

Excess Liability
Umbrella Form

LIMITS OF LIABILITY

As provided by Texas Workman's Compensation Act.

Bodily Injury
$300,000/Person
$500,000/Occurance Property Damage
$100,000/Occurance
$300,00/Aggregate Personal Injury
$500,000

Bodily Injury
$300,000/Person
$500,000/Occurance Property Damage
$300,000/Occurance

$100,000

The remaining term of all policies shall extend at least to the least to the completion date of this Contract; if the expiration date shall occur prior to final completion of all operations hereunder, Contractor shall, not less than fifteen (15) days prior to expiration date, furnish evidence of renewal of

or extension of such insurance. All such evidence of insurance shall provide for ten (10) days prior notice to be given to Owner in the event of cancellations.

The Contractor agrees to indemnify and to hold the Owner and the Engineer harmless from and against any and all damages, claims, demands, suits, judgments and costs including attorney's fees and expenses for or on account of damage to property of any person, firm corporation, or Government agency, or death of or injury to any person or persons (including property and employees of the Owner, the Contractor, and employees of the Contractor) directly or indirectly arising out of, or caused by or in connection with the performance of or failure to perform any work provided for hereunder by the Contractor, his subcontractors, or their or the Contractor's agents, servants, or employees.
The Contractor will be held accountable for all insurance coverage's including those of sub- contractors, and provide that all the above mentioned policies will be with insurance carriers.

18. UNBALINCING OF BIDS AND USAGE OF SPECIAL ITEMS

The Contractor's attention is directed to the fact that unbalancing of unit bid prices for any reason shall be considered justification for rejection of the bid. The Contractor may not decrease these bid prices, however, he may increase the bid prices as he may see fit. In instances where subsurface seepage of water above trench bottom requires the drying up of trench bottom, the use of washed gravelor shell in trench bottom will be permitted.

19. ARBITRATION

Arbitration under this agreement shall be subject to the provisions of the Texas General Arbitration Act, Articles 224 to 238-6, V.A.C.S. To any extend that the provisions of Section 16 of the General Conditions are in conflict with or inconsistent with any provision of such Act, the provisions of such Act shall control. Both the Owner and Contractor shall concur on Arbitration as a method of settling any particular dispute.

20. PARTIAL PAYMENTS

Article 14.2 APPLICATION FOR PROGRESS PAYMENT (Standard General Conditions of the Construction Contract) is hereby supplemented with the following:
On or before the last Monday of each month, the CONTRACTOR shall prepare and submit to the Engineer for approval or modification a statement showing as completely as practicable the total value of the work done by the Contractor up to and including the last day of the preceding month; said statement shall also include the value of all sound materials delivered on the site of the work that are to be fabricated into the work.
The OWNER shall then pay the CONTRACTOR on or before the 2nd Monday of the following month the total amount of the approved statement, less 10 percent of the amount thereof, which 10 percent shall be retained until final payment, and further less all previous payments and all further sums that may be retained by the OWNER under the terms of this Agreement. It is understood, however, that in case the whole work be near the completion and some unexpected and unusual delay occurs due to not fault or neglect on the part of the CONTRACTOR, the OWNER may-upon written recommendation of the ENGINEER- pay a reasonable and equitable portion of the retained percentage to the CONTRACTOR, or the CONTRACTOR at the OWNER'S option, may be relieved of the obligation to fully complete the work and, thereupon, the CONTRACTOR shall receive payment of the balance due him under the contract subject only to the conditions stated under "Final Payment".

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/11/2026

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 Hughston Insurance Agency, Inc. PO Box 8550 Brownsville TX 78526	CONTACT NAME: Peggy Gonzalez PHONE (A/C, No, Ext): (956) 542-4387 FAX (A/C, No): E-MAIL ADDRESS: camille@hiains.net
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: Arch Insurance Company
INSURED RM Walsdorf, Inc. P.O. Box 577 Los Fresnos TX 78566 (956) 831-3984	INSURER B: Navigators Specialty Insurance — 36056 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES PG **CERTIFICATE NUMBER:** Cert ID 5434 (115) **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			ZAGLB9244405	06/01/2026	06/01/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			ZACAT9272605	06/01/2026	06/01/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $			HO26EXCZ0BC7UIC	06/01/2026	06/01/2027	EACH OCCURRENCE AGGREGATE Prod-Comp Ops	$ 3,000,000 $ 3,000,000 $ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			ZANCI9962005	06/01/2026	06/01/2027	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Pollution Liability			PEC005365304	02/27/2026	02/27/2027	Aggregate Limit of Liability	$ 1,000,000
D	Equipment			QT-660-0544B516-TLC-26	06/16/2026	06/16/2027	Leased/Rented	$ 550,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: OFB#246-26-EPW-IFB Abilene Trail Storm Sewer Improvements Project Stilman Road, Brownsville, Texas 78520 -
Additional Insured on General Liability as per CG2038 (04/13) Ongoing Operations and CG2037 (04/13) Completed Operations; Primary and Non-Contributory is shown on General Liability as per CG2001 (04/13); on Business Auto per CA0115, and Umbrella policy. Waiver of Subrogation Endorsement is shown on General Liability per CG2404 (05/09), Business Auto per CA0444 (03/10), Worker's Compensation per WC0003, and Umbrella policy. 90 Day Notice of Cancellation.

CERTIFICATE HOLDER

The City of Brownsville

1001 E. Elizabeth
P. O. Box 911
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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EXHIBIT "L"

CONDITIONAL RELEASE OF LIENS

STATE OF TEXAS
COUNTY OF CAMERON

OWNER: The City of Brownsville
CONTRACTOR: _____
UBCONTRACTOR/SUPPLIER: _____
PROPERTY: _____

I, _____, hold the office of _____ of the Subcontractor/Supplier identified above (hereinafter "Subcontractor/Supplier").

In consideration of the sum of $_____ and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Subcontractor/Supplier hereby releases and waives any right to file a petition to establish a Mechanics Lien or other lien, or any claim to a Mechanics Lien or other lien which the Subcontractor/Supplier may now have, for such property through the date hereof, and agrees to indemnify and hold harmless Owner/Contractor and its agents and representatives from any and all claims, damages, losses, costs, expenses or liabilities, including the not limited to attorney's fees, incurred by the Owner/Contractor, its agents or representatives arising out of or resulting from the Subcontractor/Supplier's failure to pay or cause to be paid any persons or entities who may be entitled to claim a Mechanics Lien or other lien on the property by virtue of any agreement with or obligation of the Subcontractor/Supplier through the date hereof. Nothing herein contained shall in any way be deemed to restrict, modify, or waive the Subcontractor/Supplier's right to claim or assert any claim against the property for materials or labor or services hereafter furnished or performed on or about the property.

This lien release and waiver is given to secure payment in the amount of $_____ for a portion of the work under the contract and will be fully effective upon the receipt of said payment.

DATE: _____ BY: _____

WITNESS: _____

I hereby certify that on this _____ day of _____, 20__, before me, a Notary Public for the state and county aforesaid, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he/she has executed the same for the purposes herein set forth, and that the same is his act and deed. In witness hereof, I have set my hand and Notarial Seal the date and year first above written.

NOTARY PUBLIC: _____

My Commission expires on: _____

SAFETY RECORD QUESTIONNAIRE
(Must be submitted with bid form)

The City may at its discretion disqualify any bidder which has had final orders entered by the Occupational Safety and Health Review Commission (OSHRC) against the bidder, or any firm or individual acting on its behalf, for serious violations of OSHA regulations within the past three years; and/or which has been, or has had any firm or individual acting on its behalf, convicted of a criminal offense within the past ten years which resulted in serious bodily injury or death.

QUESTION ONE

Has the bidder, or any firm or individual acting on behalf of the bidder, received citations for violations of OSHA within the past three years?

YES _____ NO _____

If the bidder has indicated YES for question number one above, the bidder shall provide to the Owner, with its bid submission, complete information regarding the date of citation, location of establishment inspected, category of citation, final disposition of citation, and penalty assessed.

QUESTION TWO

Has the bidder, or any firm or individual acting on behalf of the bidder, ever been convicted of a criminal offense which resulted in serious bodily injury or death?

YES _____ NO _____

If the bidder has indicated YES for question number two above, the bidder shall provide to the Owner, with its bid submission, complete information regarding the date of offense, County where offense occurred, type of offense, final disposition of offense, and penalty assessed.

I certify that I have made no willful misrepresentations in this Questionnaire, nor have I withheld information in my statements and answers to questions. I am aware that the information given by me in this questionnaire will be investigated, with my full permission, and that any misrepresentations or omissions may cause my bid to be rejected.

_____
Signature

_____
Title

Form 2 - Statement Of Conflicts Of Interest (If Any)

Conflict of Interest Disclosure Instructions

The Respondent must disclose any conflicts of interest related to the goods and/or services associated with this solicitation. A conflict-of-interest statement is required if any conflicts exist, along with a detailed plan for mitigating the conflict(s). The City reserves the sole discretion to determine whether a conflict disqualifies a firm and/or whether a conflict mitigation plan is acceptable.

If a conflict of interest exists, the Respondent must:

- Complete Form CIQ
- File the form with the City Secretary
- Include a copy of the completed Form CIQ with the proposal

If no conflict of interest exists, Form CIQ is not required. Regardless of whether a conflict exists, this Form 2 must be completed and signed.

Respondent Acknowledgment

By signing below, the Respondent certifies and acknowledges the following:

1. The Respondent has reviewed the requirements of Chapter 176, Texas Local Government Code, regarding conflict-of-interest disclosures.
2. The Respondent understands that a completed Texas Ethics Commission Form CIQ must be filed with the City Secretary's Office of the City of Brownsville, Texas, within seven (7) business days after the Respondent becomes aware of a conflict.
3. The Respondent acknowledges that the completed Form CIQ is a public record and will be made available by the City Secretary in accordance with state law.
4. The Respondent understands that failure to file a required Form CIQ is a violation of state law and may result in penalties under Texas Local Government Code §176.006 and possible disqualification from consideration for award.
5. The Respondent shall submit this acknowledgment form as part of its solicitation response and attach a copy of the completed TEC Form CIQ, if applicable.

City Secretary Contact Information

City of Brownsville – Office of the City Secretary
1034 E Levee Street, City Plaza, 1st Floor, Brownsville, TX 78520
Email: City.Secretary@brownsvilletx.gov
Phone: (956) 548-6042

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: ERNESTO GARCIA JR.

Printed Name: Ernesto Garcia Jr.

Title: Vice President of Operations

Date: 07/13/2026

Company Name: RM Walsdorf Inc

Phone: 956-831-3984

Email: ernesto@rmwalsdorf.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: ERNESTO GARCIA JR.

Printed Name: Ernesto Garcia Jr.

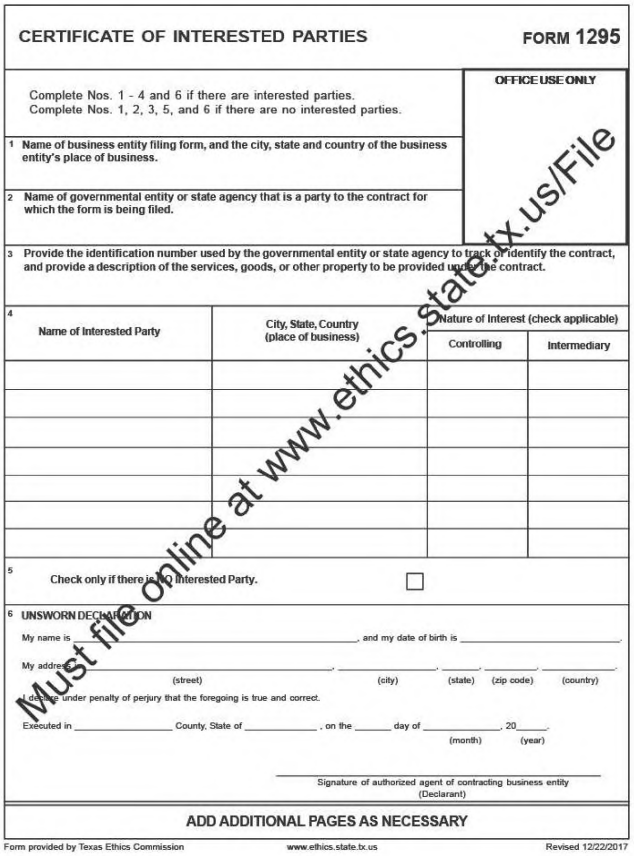
Title: Vice President of Operations

Date: 07/13/2026

Company Name: RM Walsdorf Inc.

Phone: 956-831-3984

Email: ernesto@rmwalsdorf.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:
2026-1500537

Date Filed:
08/10/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
RM Walsdorf, Inc.
Los Fresnos, 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.
246-26-EPW-IFB
Storm Sewer Improvements

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Walsdorf, Kimberly	Los Fresnos, TX United States	X	
Walsdorf, Robert	Los Fresnos, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Kimberly Walsdorf, and my date of birth is 03/27/1962.

My address is 212 E Resaca Dr, Los Fresnos, TX, 78566, USA.
(city) (state) (zip code) (country)

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

Executed in Cameron County, State of Texas, on the 14 day of Aug. (month), 2026 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1500537

Date Filed:
08/10/2026

Date Acknowledged:
08/14/2026

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

RM Walsdorf, Inc.
Los Fresnos, 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.

246-26-EPW-IFB
Storm Sewer Improvements

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Walsdorf, Kimberly	Los Fresnos, TX United States	X	
Walsdorf, Robert	Los Fresnos, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

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

PROCUREMENT ANALYSIS

Date: Monday, August 17, 2026
To: Mr. John Cowen Jr., City Mayor
From: Mr. Alan Guard, Interim City Manager
CC: Mr. Damian Espinoza, Procurement Director
Maribel Bermudez Guerrero, Director of Engineering and Public Works

Agenda Title:
Agenda Item for the City Commission meeting of Tuesday, September 1, 2026.
"Consideration and Action to Authorize a Contract with RM Walsdorf Inc. in the amount of $104,911.70 for Contract No. 246-26-EPW-IFB, for a term of 60 consecutive calendar days. (Engineering and Public Works Department)."

Executive Summary:

- Department: Engineering and Public Works Department
- Procurement Method: IFB – Invitation For Bids
- Submittals Received: Nine (9)
- Contract Number: 246-26-EPW-IFB
- Vendor: RM Walsdorf Inc..
- Contract Amount: $104,911.70
- Term: 60 consecutive calendar days

Background:
The Engineering and Public Works Department identified the need for drainage improvements along Stillman Road to address water ponding and improve stormwater conveyance. The Abilene Trail Storm Sewer Improvements project includes the construction of drainage improvements, including a new culvert crossing and associated stormwater infrastructure

Procurement Process:
The Procurement Department issued an Invitation for Bid (IFB) in compliance with the Texas Local Government Code. The solicitation was advertised in the local newspaper and posted on the City's electronic bidding platform. Nine (9) bids were received.

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
For IFB: "[Vendor A] submitted the lowest responsive and responsible bid at $XXX (see Exhibit A – Bid Tab)."

For RFP/RFQ: "[Vendor A] ranked first with XX points, followed by [Vendor B] with XX points (see Exhibit A – Evaluation Results)."

Example 1 — IFB (Lowest Bid Wins)

Results:
A total of nine (9) bids were received. Following review of the bids for responsiveness, responsibility, minimum qualifications, and technical requirements, RM Walsdorf Inc. was determined to be the lowest responsive and responsible bidder eligible for award, with a total bid of $104,911.70. The bid tabulation is provided as Exhibit A.

Vendor Information:
RM Walsdorf Inc.
P.O. Box 577, Los Fresnos, Texas 78566
Point of Contact: Kimberly Walsdorf, President
Phone: (956) 233-2420
Email: kim@rmwalsdorf.com

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

Recommendation:
The Procurement Department recommends that the City Commission authorize a contract with RM Walsdorf Inc. under Invitation for Bid (IFB) No. 246-26-EPW-IFB, in a total amount not to exceed $104,911.70, for a term of sixty (60) consecutive calendar days.

“EXHIBIT A”

Bid Tabulation
Abilene Trail

BASE BID

Item No.	Item	Qty.	Unit	AJ3 Construction LLC		Saenz Utility Contractors, LLC		RM Walsdorf Inc.		Benchmark Utility Contractors Inc.	
ABILENE TRAIL				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	Remove Exist. Asphalt Pavement, Flexbase, and Subgrade	30	SY	$ 60.00	$ 1,800.00			$ 77.00	$ 2,310.00	$ 50.00	$ 1,500.00
2	2" HMAC w/MC-30	140	SY	$ 42.00	$ 5,880.00			$ 64.00	$ 8,960.00	$ 30.00	$ 4,200.00
3	6" Crushed Limestone	50	SY	$ 27.00	$ 1,350.00			$ 136.00	$ 6,800.00	$ 25.00	$ 1,250.00
4	7" Limed Sub-Grade Compacted in Place	75	SY	$ 33.00	$ 2,475.00			$ 27.00	$ 2,025.00	$ 10.00	$ 750.00
5	5% Type A Hydrated Lime Mat'ls only (120lbs/cu ft)	1.13	TON	$ 1,050.00	$ 1,186.50			$ 590.00	$ 666.70	$ 600.00	$ 678.00
6	24" Wide Curb & Gutter	120	LF	$ 33.00	$ 3,960.00			$ 44.00	$ 5,280.00	$ 30.00	$ 3,600.00
7	36" RCP Class IV W/Rubber Gasket	128	LF	$ 140.63	$ 18,000.64			$ 300.00	$ 38,400.00	$ 200.00	$ 25,600.00
8	Adjust 8" Waterline Including Fittings and All Other Appurtenances	1	LS	$ 1,669.38	$ 1,669.38			$ 7,050.00	$ 7,050.00	$ 10,000.00	$ 10,000.00
9	Drain Ditch Regrade	1	LS	$ 4,500.00	$ 4,500.00			$ 3,710.00	$ 3,710.00	$ 5,000.00	$ 5,000.00
10	Fill w/Concrete the Gap Between Bottom of 36" RCP to the Top of 15" PVC (If Ground Water is Found During the Excavation Process, Provide Gravel Over Existing 15" Sanitary Sewer Line)	1	LS	$ 750.00	$ 750.00			$ 1,660.00	$ 1,660.00	$ 1,000.00	$ 1,000.00
11	Concrete Riprap Between Headwalls	1	LS	$ 1,500.00	$ 1,500.00			$ 2,210.00	$ 2,210.00	$ 1,000.00	$ 1,000.00
12	Concrete Headwall For 36" RCP (Includes Excavation, Concrete Formwork, Reinforcement, and All Appurtenances Necessary to Complete the Work)	2	EA	$ 7,500.00	$ 15,000.00			$ 4,650.00	$ 9,300.00	$ 5,000.00	$ 10,000.00
13	Storm Water Pollution Prevention Plan Implementation	1	LS	$ 1,200.00	$ 1,200.00			$ 730.00	$ 730.00	$ 2,500.00	$ 2,500.00
14	Dewater if any ground water is found	1	LS	$ 4,500.00	$ 4,500.00			$ 10,560.00	$ 10,560.00	$ 5,000.00	$ 5,000.00
15	Jack & Bore as necessary to avoid existing utilities complete in place (including casing if necessary, and all utilities adjustments if necessary)	48	LF	$ 150.00	$ 7,200.00			NO BID	NO BID	$ 1,000.00	$ 48,000.00
16	Trench Safety	1	LS	$ 3,750.00	$ 3,750.00			$ 2,250.00	$ 2,250.00	$ 2,500.00	$ 2,500.00
17	Traffic Control Plan (Prepared & sealed by Texas P.E.)	1	LS	$ 3,750.00	$ 3,750.00			$ 1,650.00	$ 1,650.00	$ 1,000.00	$ 1,000.00
18	Traffic Control Implementation (Inc'l. Signage, Barricades, Flagmen, Etc. during Construction)	1	LS	$ 7,500.00	$ 7,500.00			$ 1,350.00	$ 1,350.00	$ 2,500.00	$ 2,500.00
	Total Base Bid:			$	85,971.52	$	-	$	104,911.70	$	126,078.00

Bid Tabulation
Abilene Trail

G&T Paving, LLC		D&M Underground Corp.		Jimmy Closner & Sons Construction CO., Inc.		2GS LLC dba Earthwork Enterprise		Texas Cordia Construction, LLC	
Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
$ 150.00	$ 4,500.00	$ 20.00	$ 600.00	$ 20.00	$ 600.00	$ 109.00	$ 3,270.00	$ 200.00	$ 6,000.00
$ 45.00	$ 6,300.00	$ 100.00	$ 14,000.00	$ 40.00	$ 5,600.00	$ 48.00	$ 6,720.00	$ 110.00	$ 15,400.00
$ 50.00	$ 2,500.00	$ 65.00	$ 3,250.00	$ 35.00	$ 1,750.00	$ 72.00	$ 3,600.00	$ 140.00	$ 7,000.00
$ 15.00	$ 1,125.00	$ 80.00	$ 6,000.00	$ 60.00	$ 4,500.00	$ 49.00	$ 3,675.00	$ 80.00	$ 6,000.00
$ 450.00	$ 508.50	$ 800.00	$ 904.00	$ 400.00	$ 452.00	$ 1,900.00	$ 2,147.00	$ 350.00	$ 395.50
$ 40.00	$ 4,800.00	$ 36.00	$ 4,320.00	$ 30.00	$ 3,600.00	$ 69.00	$ 8,280.00	$ 100.00	$ 12,000.00
$ 440.00	$ 56,320.00	$ 350.00	$ 44,800.00	$ 900.00	$ 115,200.00	$ 350.00	$ 44,800.00	$ 400.00	$ 51,200.00
$ 2,500.00	$ 2,500.00	$ 9,850.00	$ 9,850.00	$ 25,000.00	$ 25,000.00	$ 9,000.00	$ 9,000.00	$ 12,000.00	$ 12,000.00
$ 5,000.00	$ 5,000.00	$ 8,000.00	$ 8,000.00	$ 5,000.00	$ 5,000.00	$ 6,000.00	$ 6,000.00	$ 25,000.00	$ 25,000.00
$ 5,000.00	$ 5,000.00	$ 9,000.00	$ 9,000.00	$ 2,000.00	$ 2,000.00	$ 7,000.00	$ 7,000.00	$ 70,000.00	$ 70,000.00
$ 6,500.00	$ 6,500.00	$ 20,000.00	$ 20,000.00	$ 7,000.00	$ 7,000.00	$ 7,000.00	$ 7,000.00	$ 20,000.00	$ 20,000.00
$ 9,000.00	$ 18,000.00	$ 8,250.00	$ 16,500.00	$ 15,000.00	$ 30,000.00	$ 8,900.00	$ 17,800.00	$ 30,000.00	$ 60,000.00
$ 2,500.00	$ 2,500.00	$ 3,000.00	$ 3,000.00	$ 1,500.00	$ 1,500.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00
$ 1,000.00	$ 1,000.00	$ 1,650.00	$ 1,650.00	$ 10,000.00	$ 10,000.00	$ 28,000.00	$ 28,000.00	$ 15,000.00	$ 15,000.00
$ 1.00	$ 48.00	$ 1,200.00	$ 57,600.00	$ 1,000.00	$ 48,000.00	$ 3,000.00	$ 144,000.00	$ 1,700.00	$ 81,600.00
$ 3,500.00	$ 3,500.00	$ 950.00	$ 950.00	$ 4,000.00	$ 4,000.00	$ 37,000.00	$ 37,000.00	$ 9,000.00	$ 9,000.00
$ 3,500.00	$ 3,500.00	$ 3,800.00	$ 3,800.00	$ 1,500.00	$ 1,500.00	$ 6,500.00	$ 6,500.00	$ 3,200.00	$ 3,200.00
$ 3,500.00	$ 3,500.00	$ 5,000.00	$ 5,000.00	$ 7,500.00	$ 7,500.00	$ 15,000.00	$ 15,000.00	$ 20,000.00	$ 20,000.00
$	127,101.50	$	209,224.00	$	273,202.00	$	364,792.00	$	428,795.50

"EXHIBIT A"

AMBIOTEC GROUP

Civil and Environmental Engineers, Scientists and Construction Managers
Firm No. F-4126
TBPLS No. 100053000

August 7, 2026

Mr. Carlos Lastra, P.E.
Deputy Director/City Engineer
City of Brownsville Engineering Department
404 E. Washington St, Brownsville, TX 78520

REF: Project No. 3871 - City of Brownsville Abilene Trail Storm Sewer Improvements 246-26-EPW-IFB

Dear Mr. Lastra:

The bids received for the Abilene Trail Road Drainage Improvements project, including the bid proposals, addenda, and bidder references, have been reviewed. Based on our review, concerns have been identified regarding the apparent low bidder, AJ3 Construction LLC, and the second-lowest bidder, Saenz Utility Contractors, LLC.

AJ3 Construction LLC – Apparent Low Bidder

AJ3 Construction LLC submitted the apparent low bid. However, the references provided do not demonstrate experience comparable to the scope and complexity of this project. The referenced work primarily includes approximately 4,000 LF of chain-link fencing and relatively small drainage improvements and does not demonstrate experience with large-diameter reinforced concrete pipe (RCP) or drainage improvements of a comparable size and scope.

Based on the references provided, we do not believe AJ3 Construction LLC has demonstrated experience comparable to the requirements of the Abilene Trail Road Drainage Improvements project.

Saenz Utility Contractors, LLC – Second-Lowest Bidder

Saenz Utility Contractors, LLC submitted the second-lowest bid. The current Bid Schedule, as incorporated through Addendum No. 2, contains 18 items, while Saenz submitted a Bid Schedule containing only 15 items and did not include the three additional items required by Addendum No. 2. As a result, their submitted bid is incomplete.

RM Walsdorf, Inc. – Third-Lowest Bidder

The third low bidder submitted a bid of $104,911.70. RM Walsdorf, Inc. has extensive experience similar to the scope of this project. We hereby recommend that the City of Brownsville award the project to "RM Walsdorf, Inc."

Sincerely,

Vicente Mendez, P.E., R.P.L.S.
Principal Engineer

August 7, 2026

Mr. Alan Cuevas
Ambiotec Group, Inc.
5420 Paredes Line Road
Brownsville, Texas 78526

Reference: Bid No. 246-26-EPW-IFB – Traffic Signals Improvements Project

Dear Mr. Cuevas:

The City of Brownsville Procurement Department reviewed Ambiotec Group, Inc.'s August 6, 2026 assessment, the bid tabulation, the applicable solicitation requirements, AJ3 Construction LLC's submitted references, the supplemental project information, and the reference-check information received. Based on that record, the City concurs with Ambiotec's concern that AJ3 has not demonstrated the minimum experience required to be considered a responsible bidder.

Section 2.2 of the IFB requires at least three references from projects of similar size and scope completed within the past five years, and Section 4.3 permits a non-responsibility determination when a bidder cannot provide valid references demonstrating capability to perform the work. AJ3's Form 8 identifies one street and drainage project, one chain-link fence project, and one asphalt project. The supplemental information identifies one additional completed drainage project with a substantially smaller contract value and one drainage project that remains in progress. The materials reviewed therefore do not establish three completed, comparable projects demonstrating experience with the principal elements of this work, including 36-inch reinforced concrete pipe, headwalls, excavation, drainage regrading, pavement restoration, and utility coordination.

The City also concurs that Saenz Utility Contractors, LLC cannot be recommended for award because its bid used the superseded 15-item bid schedule and omitted the three items incorporated through Addendum No. 2. Those omissions affect the scope and price offered and are material to a common comparison of bids.

Accordingly, RM Walsdorf Inc. satisfies all remaining responsiveness and responsibility requirements, availability and appropriation of sufficient funds, and approval by the authorized City body, the Procurement Department concurs with proceeding to RM Walsdorf Inc. as the apparent lowest responsive and responsible bidder at $104,911.70.

For any inquiries or additional details, please feel free to reach out. Your prompt attention to this matter is appreciated.

Sincerely,

Damian Espinoza
City of Brownsville - Procurement Director

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

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: ERNESTO GARCIA JR.

Printed Name: Ernesto Garcia Jr.

Title: Vice President of Operations

Date: 07/13/2026

Company Name: RM Walsdorf Inc

Phone: 956-831-3984

Email: ernesto@rmwalsdorf.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: ERNESTO GARCIA JR.

Printed Name: Ernesto Garcia Jr.

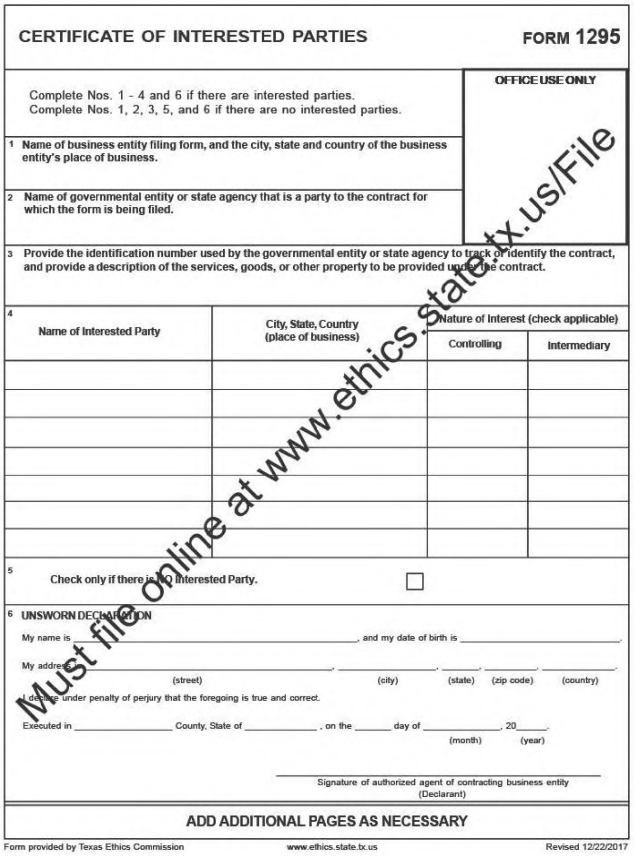
Title: Vice President of Operations

Date: 07/13/2026

Company Name: RM Walsdorf Inc.

Phone: 956-831-3984

Email: ernesto@rmwalsdorf.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:
2026-1500537

Date Filed:
08/10/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
RM Walsdorf, Inc.
Los Fresnos, 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.
246-26-EPW-IFB
Storm Sewer Improvements

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Walsdorf, Kimberly	Los Fresnos, TX United States	X	
Walsdorf, Robert	Los Fresnos, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Kimberly Walsdorf, and my date of birth is 03/27/1962.

My address is 212 E Resaca Dr, Los Fresnos, TX, 78566, USA.
(city) (state) (zip code) (country)

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

Executed in Cameron County, State of Texas, on the 14 day of Aug. (month), 2026 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1500537

Date Filed:
08/10/2026

Date Acknowledged:
08/14/2026

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

RM Walsdorf, Inc.
Los Fresnos, 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.

246-26-EPW-IFB
Storm Sewer Improvements

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Walsdorf, Kimberly	Los Fresnos, TX United States	X	
Walsdorf, Robert	Los Fresnos, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

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

PROCUREMENT ANALYSIS

Date: Thursday, August 13, 2026
To: Mr. John Cowen Jr., City Mayor
From: Mr. Alan Guard, Interim City Manager
CC: Mr. Damian Espinoza, Procurement Director
Faisal Khalifa, Interim Airport Director

Agenda Title:
Agenda Item for the City Commission meeting of Tuesday, September 1, 2026.
"Consideration and Action to Authorize a Professional Services Agreement with Oscar Alvarado in an Amount Not to Exceed $250,000.00 for the Signature Public Art Monument for the Brownsville South Padre Island International Airport."

Executive Summary:

- Department: Airport Department
- Exemption Type: Professional Exemption
- Contract Number: 340-26-AIR-PX
- Vendor: Oscar Alvarado
- Contract Amount: Not to Exceed $250,000.00
- Term: Twelve (12) Months or Until Completion of All Services

Background:
The Brownsville South Padre Island International Airport is commissioning a signature public art monument to serve as a gateway landmark at the entrance to the Airport. The artwork is intended to reflect the identity, culture, history, innovation, and character of the Brownsville community while enhancing the visual appeal of the Airport and welcoming residents and visitors.

Exemption Justification:
Professional Services Procurement (Gov't Code §2254) – Selection of professional services based on qualifications, not price.

The Airport conducted a Call for Artists to identify and evaluate qualified artists for the design and creation of the Airport Art Monument. Oscar Alvarado was selected based on artistic qualifications, experience, and the proposed concept, making this procurement appropriate under the Professional Services Procurement exemption.

Vendor Information:
Oscar Alvarado
119 Devine St., San Antonio, TX 78210
Point of Contact: Oscar Alvarado

Exhibits & Supporting Documents:

- Exhibit A – Contract Agreement
  - Exhibit F – Form 2 - Statement of Conflict of Interest
  - Exhibit G – Form 3 - Texas Ethics Commission Certificate of Interested Parties (1295)

Recommendation:

The Procurement Department recommends that the City Commission authorize a Professional Services Agreement with Oscar Alvarado in an amount not to exceed $250,000.00 for the design, fabrication, delivery, and installation of a signature public art monument for the Brownsville South Padre Island International Airport.

Contract Summary Form

Contract Number 340-26-AIR-PX

Procurement Info	
Procurement Method:	**Exemption**
New Contract:	**Yes ☒ No ☐**
Award Date:	**Tuesday, September 1, 2026**
Contractor	
Vendor Name:	Oscar Alvarado
Address:	119 Devine St., San Antonio, TX 78210
Point of Contact / Project Manager*:	Oscar Alvarado
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:	$250,000.00
Contract Base/Primary Term:	Twelve (12) months, or until all services have been completed
Renewal Periods (if any):	N/A
Total Term of Contract:	Twelve (12) months, or until all services have been completed
Important Contract Clauses	**Contract Term**
Scope of Services	Design, fabricate, deliver, and install a permanent signature public art monument for the Brownsville South Padre Island International Airport.
Additional Costs	Contract amount is all-inclusive; no additional compensation unless approved by written amendment.
Artwork Ownership, Copyright, and Artist Rights	Exhibit E
City Internal Use	
Signature Section	**Page 7**
State or Federal Funds:	**Yes ☐ No ☒**
GL Account:	

CITY OF BROWNSVILLE CONTRACT AGREEMENT FOR ART MONUMENT PROFESSIONAL SERVICE AGREEMENT

340-26-AIR-PX

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 Oscar Alvarado hereinafter referred to as ("CONTRACTOR"), collectively referred to as "Parties" and individually as "Party".

1. **Documents**
   a. The following documents (collectively, "Contract Documents") are hereby incorporated into and made part of this Agreement.

      i. Scope of Services, Conditions and Additional Services (Exhibit A)
      ii. Term of Agreement (Exhibit B)
      iii. Compensation Structure and Payment Schedule (Exhibit C)
      iv. Insurance (Exhibit D)
      v. Artwork Ownership, Copyright, and Artist Rights (Exhibit E)
      vi. Form 2 - Statement of Conflict of Interest (Exhibit F)
      vii. Form 3 - Texas Ethics Commission Certificate of Interested Parties (1295) (Exhibit G)

2. **Scope of Services**
   a. Contractor shall perform the Services under this agreement upon written request orders by CITY. Unless otherwise specified in a project request, Contractor and CITY agree that the scope of work is deemed to include preliminary considerations and prerequisites, and all tasks which are an integral and inseparable part of the work described in the Contract Documents or by separate written request.
   b. Contractor will perform such Services in a diligent and workmanlike manner consistent with industry standards.
   c. By signing this Agreement, Contractor represents that it has thoroughly reviewed the Contract Documents incorporated into this Agreement, including but not limited to "Exhibit A" Scope of services and that it accepts the description of the Work and the conditions under which the Work is to be performed and completed.

3. **Independent Contractor; Personnel**
   a. Contractor enters into this Agreement as, and shall continue to be, an independent Contractor. All Services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor, or any of Contractor's employees, look to CITY as his/her employer, or as a partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to CITY's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance, as well as any and all licenses and permits usual or necessary for conducting the Services. Contractor shall be responsible for paying all applicable local, state and federal taxes.
   b. Contractor represents and warrants to CITY that its employees performing Work hereunder will have sufficient expertise, training, licensure (if applicable) and experience to accomplish the Services.

4. **Term of Agreement.**
   a. The initial contract period shall commence upon approval by the City Commission and when executed by the City of Brownsville's Mayor or designee and shall end or be extended upon the terms specified

in Contract Documents "Exhibit B". The term or any continuation of this Agreement shall be subject to both the appropriation and the availability of funds by CITY.

5. Compensation

a. Contractor agrees that compensation for services shall be as specified in the Contract Documents "Exhibit C". It is acknowledged and agreed by Contractor that compensation, as enumerated in Exhibit C constitutes a limitation upon CITY's obligation to compensate Contractor for Contractor's services pursuant and related to this Agreement but it does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.

b. Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided. Notwithstanding any provision of this Agreement to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the CITY's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by CITY.

6. Observation and Review of the Project.

a. The Contractor shall exercise reasonable care and due diligence in discovering and promptly reporting to the City defects or deficiencies in the work of the Contractor or any subContractors or sub-Contractors reasonably observed during regular site visits.

7. Ownership of Documents.

a. All documents prepared or furnished by the Contractor (and Contractor's subContractors or sub-Contractors) pursuant to this Agreement are instruments of service and shall become property of the City upon the termination of this Agreement. The Contractor is entitled to retain copies of all such documents.

8. Insurance

a. The Contractor shall furnish proof of insurance requirements as specified in Contract Documents "Exhibit D". The coverage is to remain in force at all times during the contract period and the minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Brownsville, Texas, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

b. The CITY shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

c. The Contractor's insurance must be provided by an A.M. Best's "A-"rated or better insurance company authorized to issue insurance policies in the State of Texas, subject to approval by the City of Brownsville Department of Safety and Risk Management. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

9. Termination

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

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

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

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

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

   i. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
   ii. The excuse of performance is of no greater scope and of no longer duration than is reasonably necessary when considered in light of the Force Majeure;
   iii. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
   iv. The non-performing party uses its best efforts to remedy its inability to perform.
   v. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of sixty (60) days, provided that in extenuating circumstances, CITY may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force

Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

10. Materiality and Waiver of Breach.

a. CITY and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof. CITY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement

11. Indemnification.

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 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. *Assignment.* Contractor shall not assign any of Contractor's rights under this Agreement or delegate the performance of any of Contractor's duties hereunder, without the prior consent of CITY.

e. *Modification or Amendment.* No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

f. *Venue.* This Agreement and any and all matters arising directly or indirectly here from shall be governed by and construed and enforced in accordance with the Laws of the State of Texas, in the Federal and State Courts of Cameron County, Texas having jurisdiction. (b) If at any time there is a dispute between or among the Parties with respect to any matter arising directly or indirectly from this Agreement (an "Agreement Matter"), the Parties agree that, prior to seeking judicial remedy, they will engage in face-to-face negotiations in an attempt to resolve such dispute and shall, upon failing to negotiate a mutually-satisfactory resolution, choose a mutually agreeable neutral third party to mediate such dispute. Mediation shall be non-binding and shall be confidential.

g. *Notices.* Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to Contractor: Oscar Alvarado
119 Devine St.,
San Antonio, TX 78210

If to CITY: City of Brownsville
1001 E. Elizabeth St.
Brownsville, Texas, 78521

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

h. *Entire Understanding.* This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

i. *Unenforceability of Provisions.* If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above.

CITY OF BROWNSVILLE	CONTRACTOR
Signature: _____	Signature: _____
Print Name: _____	Print Name: Oscar Alvarado
Title: _____	Title: Artist
Date: _____	Date: 8-10-2026

APPROVED AS TO FORM

Alyssa J. Castillon
Assistant City Attorney

"EXHIBIT A"

SCOPE OF WORK

The Artist shall provide all professional services necessary to design, fabricate, deliver, and install a permanent signature public art monument (the "Artwork") for the Brownsville South Padre Island International Airport owned and operated by the City of Brownsville at the triangular gateway located at the intersection of Billy Mitchell Boulevard and Boca Chica Boulevard, adjacent to the Brownsville South Padre Island International Airport ("Site").
The Artwork is intended to serve as a welcoming landmark that reflects the identity, culture, history, innovation, future and character of the Brownsville community and the Lower Rio Grande Valley while creating a visually significant gateway to the Airport and the City.

The Artist shall be solely responsible for furnishing all labor, materials, equipment, transportation, subcontractors, insurance, permits, engineering, fabrication, installation, and all other services necessary to complete the Artwork in accordance with this Agreement.

The Scope of Work shall include, at a minimum, the following phases:

1. **Exploration and Discovery**
   - Participate in a project kickoff meeting with Airport and City staff.
   - Conduct a site visit and become familiar with the project location, surrounding context, and site constraints.
   - Meet with project stakeholders, as requested.
   - Perform research and concept exploration to develop an artistic vision responsive to the project goals.
   - Engage in public meetings with the community.
   - Engage in media interviews, as requested.
2. **Concept Design**
   - Develop a minimum of two and up to four draft Concept Design alternatives for the Artwork that include a preliminary sketch, description of materials, brief narrative, and siting.
   - Present the draft Concept Designs to Airport and City staff for technical review.
   - Incorporate feedback from technical review and present the draft Concept Designs to the Selection Committee.
   - Prepare renderings, narrative descriptions, preliminary dimensions, proposed materials, finishes, and site integration concepts for the preferred Concept Design, and incorporate feedback as reasonably requested.
   - Submit a preliminary project schedule and budget.
3. **Final Design and Construction Documents**
   - Prepare final design drawings and construction documents based on the approved concept.
   - Provide structural drawings, engineering certifications (when required), material specifications, fabrication details, installation methodology, and maintenance requirements.

- Coordinate with the Airport project team to ensure compatibility with the Site.
- Submit final budget and project schedule for Airport approval.

4. **Fabrication**
   - Fabricate the Artwork in accordance with the approved Final Design.
   - Procure all materials, components, finishes, and specialty items.
   - Coordinate and manage all subcontractors and fabricators.
   - Provide weekly progress updates and photographic documentation requested by the Airport.
   - Notify the Airport when fabrication is complete and the Artwork is ready for delivery.
5. **Delivery and Installation**
   - Deliver the Artwork to the Site.
   - Coordinate installation activities with the City.
   - Provide all labor, equipment, lifting devices, supervision, and temporary protection necessary for installation.
   - Install the Artwork in accordance with the approved construction documents and applicable codes.
   - Complete any required punch list items.
6. **Project Closeout and Unveiling Ceremony**
   - Submit maintenance and conservation manuals.
   - Provide warranties, engineering certifications, and any required closeout documentation.
   - Participate in the final inspection.
   - Correct deficiencies identified during final acceptance.
   - Participate in the public dedication or unveiling ceremony.
   - After consultation with the Artist, the City shall, at its own expense, prepare and install at an appropriate location a plaque or sign identifying the Artist, the title of the Artwork, the year of completion, and any other information mutually agreed upon by the Parties. The City shall reasonably maintain the plaque or sign in good condition, reasonable wear and tear excepted.

"EXHIBIT B" – Contract Term

Contract Term Details: The Contract, pending City Commission approval, shall commence upon approval by the City Commission and execution by the Mayor of the City of Brownsville or the Mayor's designee and shall remain in effect for a period of **twelve (12) months**, or until all services have been completed, final acceptance of the Artwork has been issued by the City, and all contractual obligations have been fulfilled, **whichever occurs later**.

- **Base Period:** Twelve (12) months from the Effective Date of the Agreement, or until all services have been completed, final acceptance of the Artwork has been issued by the City, and all contractual obligations have been fulfilled, whichever occurs later.
- **Renewal Periods:** None.
- **Total Term of the Contract:** Twelve (12) months, or until all services have been completed, final acceptance of the Artwork has been issued by the City, and all contractual obligations have been fulfilled, whichever occurs later.

"EXHIBIT C"

Compensation Structure

The total compensation under this Agreement shall not exceed Two Hundred Fifty Thousand Dollars and No/100 **($250,000.00).** The Contract Amount is all-inclusive and constitutes full compensation for all services required under this Agreement. The Artist shall be solely responsible for all costs associated with the Project, including, but not limited to, labor, materials, fabrication, engineering, permits, insurance, equipment, subcontractors, transportation, delivery, shipping, travel, lodging, meals, overhead, taxes, and all incidental expenses. No additional compensation or reimbursement shall be paid by the City unless expressly authorized in writing through a written amendment to this Agreement.

Payment Schedule

1. **Exploration and Discovery (5%) - $12,500**
   Commencement of the Exploration and Discovery phase, including project initiation, site review, research, and concept exploration.
2. **Concept Design (10%) - $25,000**
   Development and City approval of the Concept Design package.
3. **Final Design (30%) - $75,000**
   Completion and City approval of the Final Design package, including all final renderings, specifications, fabrication drawings, and documentation required to proceed with fabrication.
4. **Fabrication Progress (25%) - $62,500**
   Completion of approximately fifty percent (50%) of the Artwork fabrication, supported by progress documentation and photographic evidence acceptable to the City.
5. **Fabrication Complete (20%) - $50,000**
   Completion of fabrication of the Artwork and confirmation that the Artwork is ready for delivery and installation at the Site.
6. **Installation and Final Acceptance (10%) - $25,000**
   Completion of delivery, installation, final inspection, correction of any punch list items, and written acceptance of the Artwork by the City.

Ownership of the Artwork

Upon the City's written Final Acceptance of the Artwork and payment of the Final Acceptance milestone, ownership and title to the Artwork shall transfer to the City of Brownsville. The Artwork shall thereafter become the sole property of the City.

The Artist acknowledges that the Artwork is a permanent public installation located on City property and that the City shall have the unrestricted right to possess, display, maintain, preserve, relocate (if necessary), reproduce, photograph, publish, and otherwise use images of the Artwork for governmental, educational, promotional, archival, tourism, marketing, and non-commercial purposes without additional compensation to the Artist.

"EXHIBIT D"

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

"EXHIBIT E"

Artwork Ownership, Copyright, and Artist Rights

DISTORTION, MUTILATION, DESTRUCTION AND REINSTALLATION/ EXHIBITION OF WORK

A. **General Provisions** To the extent required by the Visual Artist's Rights Act of 1990 ("Visual Rights Act") or other applicable laws and regulations, during the Artist's lifetime, the City shall not intentionally distort, mutilate, or otherwise modify the Project in a manner which is prejudicial to the Artist's honor or reputation ("Modification"), nor shall the City intentionally destroy the Work during the Artist's lifetime. The Visual Rights Act allows the Artist to waive some or all of the Artist's rights described in this Section by signing a written instrument identifying the Work and the rights waived. A Modification shall not include modifications caused by the passage of time, the inherent nature of the materials, or the result of conservation, lighting, or placement in connection with public presentation, unless caused by the reckless conduct of the City.

B. **Material Modifications** If any material Modification by the City occurs to the Work after the Work is formally accepted by the City, whether the change is intentional, unintentional or malicious, the Artist may make a written request to the City that the Work no longer be represented as a work of the Artist. Thereafter, the Work shall no longer be represented as a work of the Artist.

C. Repairs and Restoration

1) After issuance of the Notice of Acceptance, if the Artist inspects the Work and, in the Artist's opinion, finds the Work to be in a state of substantial disrepair, and if the City and the Artist cannot agree whether or to what extent the Work should be repaired, the City shall make the final decision regarding whether and to what extent the Work shall be repaired. If the Artist believes the Work requires repair, and the City does not repair the Work to the satisfaction of the Artist, the Artist may make a written request to the City that the Work no longer be represented on any publicly viewable signage proximate to the Work as the work of the Artist, and the City shall comply with that request.

2) For purposes of consulting with or providing notice to the Artist as set forth in this Agreement with respect to post-acceptance matters, after acceptance of the Work and during Artist's lifetime, the Artist must provide to and maintain with the City Artist's current contact information, including both a working phone number and a residential address serviceable by U.S. Mail or a national recognized delivery service through which the Artist may be contacted.

3) If after acceptance of the Work, City determines that the Work is in need of substantial repairs or restoration, then City shall make reasonable attempts to consult with the Artist concerning such repair or restoration of the Work, provided that in the event the needed repairs or restoration are necessary to remedy an imminently dangerous safety or structural hazard, then the City may take such measures to remedy such safety or structural hazard without consultation with the Artist. To the extent the City determines it is appropriate, and not due to fault of materials, fabrication or installation, the Artist shall be given the opportunity to perform substantial repairs to, and restoration for the Work for a mutually agreed upon fee.

D. Future Site Development The Parties understand that any substantial change in the immediate vicinity of the Project where the Work will be placed could change the intended appearance and character of the Work and context. If the City causes a substantial change in the immediate vicinity of the Project referable to the Work,

the City shall comply with any later written request by the Artist that the Artist no longer be represented on any publicly viewable signage proximate to the Work as the Artist of the Work.

E. Removal or Relocation If, after acceptance of the Work, the Work, or any portion of the Work, must be removed or moved from the Site to a new location, the City shall attempt to notify the Artist in writing. The Artist may advise or consult with the City regarding any such removal or moving of the Work. To the extent the removal or moving of the Project would otherwise violate any rights the Artist may have under state or federal law, including, without limitation, the provisions of the Visual Rights Act, the Artist waives such rights; provided, however, in such event the City shall comply with any written request by the Artists that the Artist no longer be represented as the Artist of the Project on any publicly viewable signage proximate the Work. In the event of removal or deinstallation of the Work from the Location, after the Artist has complied with the removal and/or deinstallation of the Work, the Artist shall not reinstall or exhibit the Work at any location without providing prior written notice to the City. When reinstalled, the Artist will credit The Brownsville South Padre Island International Airport and the City of Brownsville for the commission of the work and provide written notification to the City for each reinstallation.

COPYRIGHT AND REPRODUCTION RIGHTS

A. General Reservation and License The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C. § 101 et seq. ("Copyright Law"), as the sole author of the Work for the duration of the copyright. The Artist may, at the Artist's sole option and expense, cause to be registered with the United States Register of Copyrights, a copyright of the Work in the Artist's name. The Artist expressly reserves rights available to the Artist to control the making and dissemination of copies or reproductions of the Work, except as those rights are limited by this Agreement. The City shall have the perpetual, royalty-free right to display, lend, and reproduce the work as set forth herein. Title to the physical Work shall pass to the City upon the City's final payment for the work.

B. Image Rights The Artist hereby grants to the City a perpetual, royalty-free, non-exclusive license and permission to use Work for all City noncommercial purposes including, but not limited to, displaying the work publicly, lending the work, or reproducing the work by methods involving a renditions, photographic (digital, file or other media) images and moving images (video, film or other media) (collectively, "Visual Reproductions"). Visual Reproductions made and transmitted of the Work may be released through all media including, but not limited to, catalogues, books, newspapers, film, television, slides, negatives, prints, videotapes, and the digital distribution of photographic images (such as the Internet, the City's and Airport's website, and social media) without written permission. All reproductions shall bear a copyright notice as follows:

Image or Rendition of **"Airport Art Monument"**
Copyright © Oscar Alvarado, 2026

This non-exclusive perpetual license, which does not transfer ownership of the copyright of the Work to the City, shall endure for the entire term of the copyright in and to said Work, and shall survive all assignments of copyright according to the Copyright Law. Any transfer or assignment of copyright shall be reported in writing to the City. The effective date of the license granted herein shall begin upon creation of the Work as provided for under the Copyright Law. As the non-commercial license granted herein is royalty-free, the Artist understands that the Artist is not entitled to any royalties or other payments for reproductions of the above listed work of art.

C. Credit to the Artist All reproductions of the Work by the City shall contain credit to the Artist. Credit should read,

Airport Art Monument, Copyright © Oscar Alvarado, 2026.

D. Credit to the City If the Artist reproduces the Work, all reproductions of the Work by the Artist shall contain credit to the City in the following form: "an original work commissioned by The Brownsville South Padre Island International Airport and The City of Brownsville."

RECORDS/DOCUMENTS

Following the Completion of the Project and Work but prior to the Final Payment, the Artist shall furnish the City with true, complete and accurate copies of records, reports and documents pertaining to the Project and Work, including, but not limited to, the Artist's expenses and records of accounts between the City and Artist (which shall be kept on a generally recognized accounting basis). The Artist shall furnish the City with digital images relating to Artist's Services, Project and the Work to be used by or on behalf of City for legal and regulatory requirements and in materials related or directed to publicity and/or exhibition of the Work, including, but not limited to printed and web publications, as built construction drawings, and a full written narrative description of the Work.

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: Oscar Alvarado

Title: Artist / Owner

Date: 8-10-2026

Company Name: Oscar Alvarado Enterprises

Phone: 210-862-1293

Email: oscar@oscartist.com

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY
Date Received

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

N/A

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

_____

Signature of vendor doing business with the governmental entity

8-10-2026

Date

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

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

Form 3 – Texas Ethics Commission Certificate of Interested Parties (Form 1295)

Purpose

This form serves as an acknowledgment of the statutory requirement for certain vendors to file a Certificate of Interested Parties (Form 1295) with the Texas Ethics Commission (TEC) before a contract can be executed with the City of Brownsville.

The requirement applies to any contract that:

- Must be approved by the City Commission or executed by a City official before becoming effective, or
- Otherwise meets the criteria established by the Texas Ethics Commission under Texas Government Code §2252.908 and 1 Texas Administrative Code Chapter 46.

Respondent Acknowledgment

By signing below, the Respondent certifies and acknowledges the following:

1. The Respondent has reviewed the requirements of Texas Government Code §2252.908 and 1 TAC Chapter 46.
2. When applicable, the Respondent shall complete and file Form 1295 electronically at https://www.ethics.state.tx.us/filinginfo/1295/ to obtain a Certificate Number issued by the TEC.
3. The Respondent shall print and provide a PDF copy to the City of Brownsville Procurement Department **after** notice of intent to award but prior to contract execution.
4. The Respondent understands that the City may not execute a contract until a completed and verified Form 1295 is received.
5. The Respondent acknowledges that the Certificate of Interested Parties will be made publicly accessible on the TEC's website in accordance with state law.

Certification

By signing below, the undersigned Respondent certifies that they have read and understood the requirements of Texas Government Code §2252.908 and 1 TAC Chapter 46 and that a completed Form 1295 will be filed and provided to the City prior to contract execution, if applicable.

The Respondent further understands that the Form 1295 itself must be signed in accordance with TEC requirements.

Signature: _____

Printed Name: Oscar Alvarado

Title: Artist / Owner

Date: 8-10-2026

Company Name: Oscar Alvarado Entrprises

Phone: 210-862-1293

Email: oscar@oscartist.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:
2026-1500046

Date Filed:
08/10/2026

Date Acknowledged:

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

Oscar Alvarado Enterprises
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.

340-26-AIR-PX
Design, fabricate, deliver, and install a permanent signature public art monument for the Brownsville South Padre Island International Airport.

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 Oscar Alvarado, and my date of birth is 04/04/1962.

My address is 119 Devine St., San Antonio (city), Texas. (state), 78210 (zip code), U.S.A. (country).

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

Executed in Bexar County, State of Texas, on the 10 day of August (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:
2026-1500046

Date Filed:
08/10/2026

Date Acknowledged:
08/11/2026

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

Oscar Alvarado Enterprises
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.

340-26-AIR-PX
Design, fabricate, deliver, and install a permanent signature public art monument for the Brownsville South Padre Island International Airport.

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

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

6 UNSWORN DECLARATION

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

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

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

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

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

Contract Summary Form

Contract Number 340-26-AIR-PX

Procurement Info	
Procurement Method:	**Exemption**
New Contract:	**Yes ☒ No ☐**
Award Date:	**Tuesday, September 1, 2026**
Contractor	
Vendor Name:	Oscar Alvarado
Address:	119 Devine St., San Antonio, TX 78210
Point of Contact / Project Manager*:	Oscar Alvarado
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:	$250,000.00
Contract Base/Primary Term:	Twelve (12) months, or until all services have been completed
Renewal Periods (if any):	N/A
Total Term of Contract:	Twelve (12) months, or until all services have been completed
Important Contract Clauses	**Contract Term**
Scope of Services	Design, fabricate, deliver, and install a permanent signature public art monument for the Brownsville South Padre Island International Airport.
Additional Costs	Contract amount is all-inclusive; no additional compensation unless approved by written amendment.
Artwork Ownership, Copyright, and Artist Rights	Exhibit E
City Internal Use	
Signature Section	**Page 7**
State or Federal Funds:	**Yes ☐ No ☒**
GL Account:	

CITY OF BROWNSVILLE CONTRACT AGREEMENT FOR ART MONUMENT PROFESSIONAL SERVICE AGREEMENT

340-26-AIR-PX

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 Oscar Alvarado hereinafter referred to as ("CONTRACTOR"), collectively referred to as "Parties" and individually as "Party".

1. **Documents**
   a. The following documents (collectively, "Contract Documents") are hereby incorporated into and made part of this Agreement.

      i. Scope of Services, Conditions and Additional Services (Exhibit A)
      ii. Term of Agreement (Exhibit B)
      iii. Compensation Structure and Payment Schedule (Exhibit C)
      iv. Insurance (Exhibit D)
      v. Artwork Ownership, Copyright, and Artist Rights (Exhibit E)
      vi. Form 2 - Statement of Conflict of Interest (Exhibit F)
      vii. Form 3 - Texas Ethics Commission Certificate of Interested Parties (1295) (Exhibit G)

2. **Scope of Services**
   a. Contractor shall perform the Services under this agreement upon written request orders by CITY. Unless otherwise specified in a project request, Contractor and CITY agree that the scope of work is deemed to include preliminary considerations and prerequisites, and all tasks which are an integral and inseparable part of the work described in the Contract Documents or by separate written request.
   b. Contractor will perform such Services in a diligent and workmanlike manner consistent with industry standards.
   c. By signing this Agreement, Contractor represents that it has thoroughly reviewed the Contract Documents incorporated into this Agreement, including but not limited to "Exhibit A" Scope of services and that it accepts the description of the Work and the conditions under which the Work is to be performed and completed.

3. **Independent Contractor; Personnel**
   a. Contractor enters into this Agreement as, and shall continue to be, an independent Contractor. All Services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor, or any of Contractor's employees, look to CITY as his/her employer, or as a partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to CITY's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance, as well as any and all licenses and permits usual or necessary for conducting the Services. Contractor shall be responsible for paying all applicable local, state and federal taxes.
   b. Contractor represents and warrants to CITY that its employees performing Work hereunder will have sufficient expertise, training, licensure (if applicable) and experience to accomplish the Services.

4. **Term of Agreement.**
   a. The initial contract period shall commence upon approval by the City Commission and when executed by the City of Brownsville's Mayor or designee and shall end or be extended upon the terms specified

in Contract Documents "Exhibit B". The term or any continuation of this Agreement shall be subject to both the appropriation and the availability of funds by CITY.

5. Compensation

a. Contractor agrees that compensation for services shall be as specified in the Contract Documents "Exhibit C". It is acknowledged and agreed by Contractor that compensation, as enumerated in Exhibit C constitutes a limitation upon CITY's obligation to compensate Contractor for Contractor's services pursuant and related to this Agreement but it does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.

b. Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided. Notwithstanding any provision of this Agreement to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the CITY's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by CITY.

6. Observation and Review of the Project.

a. The Contractor shall exercise reasonable care and due diligence in discovering and promptly reporting to the City defects or deficiencies in the work of the Contractor or any subContractors or sub-Contractors reasonably observed during regular site visits.

7. Ownership of Documents.

a. All documents prepared or furnished by the Contractor (and Contractor's subContractors or sub-Contractors) pursuant to this Agreement are instruments of service and shall become property of the City upon the termination of this Agreement. The Contractor is entitled to retain copies of all such documents.

8. Insurance

a. The Contractor shall furnish proof of insurance requirements as specified in Contract Documents "Exhibit D". The coverage is to remain in force at all times during the contract period and the minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Brownsville, Texas, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

b. The CITY shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

c. The Contractor's insurance must be provided by an A.M. Best's "A-"rated or better insurance company authorized to issue insurance policies in the State of Texas, subject to approval by the City of Brownsville Department of Safety and Risk Management. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

9. Termination

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

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

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

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

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

   i. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
   ii. The excuse of performance is of no greater scope and of no longer duration than is reasonably necessary when considered in light of the Force Majeure;
   iii. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
   iv. The non-performing party uses its best efforts to remedy its inability to perform.
   v. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of sixty (60) days, provided that in extenuating circumstances, CITY may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force

Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

10. Materiality and Waiver of Breach.

a. CITY and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof. CITY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement

11. Indemnification.

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 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. *Assignment.* Contractor shall not assign any of Contractor's rights under this Agreement or delegate the performance of any of Contractor's duties hereunder, without the prior consent of CITY.

e. *Modification or Amendment.* No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

f. *Venue.* This Agreement and any and all matters arising directly or indirectly here from shall be governed by and construed and enforced in accordance with the Laws of the State of Texas, in the Federal and State Courts of Cameron County, Texas having jurisdiction. (b) If at any time there is a dispute between or among the Parties with respect to any matter arising directly or indirectly from this Agreement (an "Agreement Matter"), the Parties agree that, prior to seeking judicial remedy, they will engage in face-to-face negotiations in an attempt to resolve such dispute and shall, upon failing to negotiate a mutually-satisfactory resolution, choose a mutually agreeable neutral third party to mediate such dispute. Mediation shall be non-binding and shall be confidential.

g. *Notices.* Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to Contractor: Oscar Alvarado
119 Devine St.,
San Antonio, TX 78210

If to CITY: City of Brownsville
1001 E. Elizabeth St.
Brownsville, Texas, 78521

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

h. *Entire Understanding.* This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
i. *Unenforceability of Provisions.* If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above.

CITY OF BROWNSVILLE	CONTRACTOR
Signature: _____	Signature: _____
Print Name: _____	Print Name: Oscar Alvarado
Title: _____	Title: Artist
Date: _____	Date: 8-10-2026

APPROVED AS TO FORM

Alyssa J. Castillon
Assistant City Attorney

"EXHIBIT A"

SCOPE OF WORK

The Artist shall provide all professional services necessary to design, fabricate, deliver, and install a permanent signature public art monument (the "Artwork") for the Brownsville South Padre Island International Airport owned and operated by the City of Brownsville at the triangular gateway located at the intersection of Billy Mitchell Boulevard and Boca Chica Boulevard, adjacent to the Brownsville South Padre Island International Airport ("Site").
The Artwork is intended to serve as a welcoming landmark that reflects the identity, culture, history, innovation, future and character of the Brownsville community and the Lower Rio Grande Valley while creating a visually significant gateway to the Airport and the City.

The Artist shall be solely responsible for furnishing all labor, materials, equipment, transportation, subcontractors, insurance, permits, engineering, fabrication, installation, and all other services necessary to complete the Artwork in accordance with this Agreement.

The Scope of Work shall include, at a minimum, the following phases:

1. **Exploration and Discovery**
   - Participate in a project kickoff meeting with Airport and City staff.
   - Conduct a site visit and become familiar with the project location, surrounding context, and site constraints.
   - Meet with project stakeholders, as requested.
   - Perform research and concept exploration to develop an artistic vision responsive to the project goals.
   - Engage in public meetings with the community.
   - Engage in media interviews, as requested.
2. **Concept Design**
   - Develop a minimum of two and up to four draft Concept Design alternatives for the Artwork that include a preliminary sketch, description of materials, brief narrative, and siting.
   - Present the draft Concept Designs to Airport and City staff for technical review.
   - Incorporate feedback from technical review and present the draft Concept Designs to the Selection Committee.
   - Prepare renderings, narrative descriptions, preliminary dimensions, proposed materials, finishes, and site integration concepts for the preferred Concept Design, and incorporate feedback as reasonably requested.
   - Submit a preliminary project schedule and budget.
3. **Final Design and Construction Documents**
   - Prepare final design drawings and construction documents based on the approved concept.
   - Provide structural drawings, engineering certifications (when required), material specifications, fabrication details, installation methodology, and maintenance requirements.

- Coordinate with the Airport project team to ensure compatibility with the Site.
- Submit final budget and project schedule for Airport approval.

4. **Fabrication**
   - Fabricate the Artwork in accordance with the approved Final Design.
   - Procure all materials, components, finishes, and specialty items.
   - Coordinate and manage all subcontractors and fabricators.
   - Provide weekly progress updates and photographic documentation requested by the Airport.
   - Notify the Airport when fabrication is complete and the Artwork is ready for delivery.
5. **Delivery and Installation**
   - Deliver the Artwork to the Site.
   - Coordinate installation activities with the City.
   - Provide all labor, equipment, lifting devices, supervision, and temporary protection necessary for installation.
   - Install the Artwork in accordance with the approved construction documents and applicable codes.
   - Complete any required punch list items.
6. **Project Closeout and Unveiling Ceremony**
   - Submit maintenance and conservation manuals.
   - Provide warranties, engineering certifications, and any required closeout documentation.
   - Participate in the final inspection.
   - Correct deficiencies identified during final acceptance.
   - Participate in the public dedication or unveiling ceremony.
   - After consultation with the Artist, the City shall, at its own expense, prepare and install at an appropriate location a plaque or sign identifying the Artist, the title of the Artwork, the year of completion, and any other information mutually agreed upon by the Parties. The City shall reasonably maintain the plaque or sign in good condition, reasonable wear and tear excepted.

"EXHIBIT B" – Contract Term

Contract Term Details: The Contract, pending City Commission approval, shall commence upon approval by the City Commission and execution by the Mayor of the City of Brownsville or the Mayor's designee and shall remain in effect for a period of **twelve (12) months**, or until all services have been completed, final acceptance of the Artwork has been issued by the City, and all contractual obligations have been fulfilled, **whichever occurs later**.

- **Base Period:** Twelve (12) months from the Effective Date of the Agreement, or until all services have been completed, final acceptance of the Artwork has been issued by the City, and all contractual obligations have been fulfilled, whichever occurs later.
- **Renewal Periods:** None.
- **Total Term of the Contract:** Twelve (12) months, or until all services have been completed, final acceptance of the Artwork has been issued by the City, and all contractual obligations have been fulfilled, whichever occurs later.

"EXHIBIT C"

Compensation Structure

The total compensation under this Agreement shall not exceed Two Hundred Fifty Thousand Dollars and No/100 **($250,000.00).** The Contract Amount is all-inclusive and constitutes full compensation for all services required under this Agreement. The Artist shall be solely responsible for all costs associated with the Project, including, but not limited to, labor, materials, fabrication, engineering, permits, insurance, equipment, subcontractors, transportation, delivery, shipping, travel, lodging, meals, overhead, taxes, and all incidental expenses. No additional compensation or reimbursement shall be paid by the City unless expressly authorized in writing through a written amendment to this Agreement.

Payment Schedule

1. **Exploration and Discovery (5%) - $12,500**
   Commencement of the Exploration and Discovery phase, including project initiation, site review, research, and concept exploration.
2. **Concept Design (10%) - $25,000**
   Development and City approval of the Concept Design package.
3. **Final Design (30%) - $75,000**
   Completion and City approval of the Final Design package, including all final renderings, specifications, fabrication drawings, and documentation required to proceed with fabrication.
4. **Fabrication Progress (25%) - $62,500**
   Completion of approximately fifty percent (50%) of the Artwork fabrication, supported by progress documentation and photographic evidence acceptable to the City.
5. **Fabrication Complete (20%) - $50,000**
   Completion of fabrication of the Artwork and confirmation that the Artwork is ready for delivery and installation at the Site.
6. **Installation and Final Acceptance (10%) - $25,000**
   Completion of delivery, installation, final inspection, correction of any punch list items, and written acceptance of the Artwork by the City.

Ownership of the Artwork

Upon the City's written Final Acceptance of the Artwork and payment of the Final Acceptance milestone, ownership and title to the Artwork shall transfer to the City of Brownsville. The Artwork shall thereafter become the sole property of the City.

The Artist acknowledges that the Artwork is a permanent public installation located on City property and that the City shall have the unrestricted right to possess, display, maintain, preserve, relocate (if necessary), reproduce, photograph, publish, and otherwise use images of the Artwork for governmental, educational, promotional, archival, tourism, marketing, and non-commercial purposes without additional compensation to the Artist.

"EXHIBIT D"

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

"EXHIBIT E"

Artwork Ownership, Copyright, and Artist Rights

DISTORTION, MUTILATION, DESTRUCTION AND REINSTALLATION/ EXHIBITION OF WORK

A. **General Provisions** To the extent required by the Visual Artist's Rights Act of 1990 ("Visual Rights Act") or other applicable laws and regulations, during the Artist's lifetime, the City shall not intentionally distort, mutilate, or otherwise modify the Project in a manner which is prejudicial to the Artist's honor or reputation ("Modification"), nor shall the City intentionally destroy the Work during the Artist's lifetime. The Visual Rights Act allows the Artist to waive some or all of the Artist's rights described in this Section by signing a written instrument identifying the Work and the rights waived. A Modification shall not include modifications caused by the passage of time, the inherent nature of the materials, or the result of conservation, lighting, or placement in connection with public presentation, unless caused by the reckless conduct of the City.

B. **Material Modifications** If any material Modification by the City occurs to the Work after the Work is formally accepted by the City, whether the change is intentional, unintentional or malicious, the Artist may make a written request to the City that the Work no longer be represented as a work of the Artist. Thereafter, the Work shall no longer be represented as a work of the Artist.

C. Repairs and Restoration

1) After issuance of the Notice of Acceptance, if the Artist inspects the Work and, in the Artist's opinion, finds the Work to be in a state of substantial disrepair, and if the City and the Artist cannot agree whether or to what extent the Work should be repaired, the City shall make the final decision regarding whether and to what extent the Work shall be repaired. If the Artist believes the Work requires repair, and the City does not repair the Work to the satisfaction of the Artist, the Artist may make a written request to the City that the Work no longer be represented on any publicly viewable signage proximate to the Work as the work of the Artist, and the City shall comply with that request.

2) For purposes of consulting with or providing notice to the Artist as set forth in this Agreement with respect to post-acceptance matters, after acceptance of the Work and during Artist's lifetime, the Artist must provide to and maintain with the City Artist's current contact information, including both a working phone number and a residential address serviceable by U.S. Mail or a national recognized delivery service through which the Artist may be contacted.

3) If after acceptance of the Work, City determines that the Work is in need of substantial repairs or restoration, then City shall make reasonable attempts to consult with the Artist concerning such repair or restoration of the Work, provided that in the event the needed repairs or restoration are necessary to remedy an imminently dangerous safety or structural hazard, then the City may take such measures to remedy such safety or structural hazard without consultation with the Artist. To the extent the City determines it is appropriate, and not due to fault of materials, fabrication or installation, the Artist shall be given the opportunity to perform substantial repairs to, and restoration for the Work for a mutually agreed upon fee.

D. Future Site Development The Parties understand that any substantial change in the immediate vicinity of the Project where the Work will be placed could change the intended appearance and character of the Work and context. If the City causes a substantial change in the immediate vicinity of the Project referable to the Work,

the City shall comply with any later written request by the Artist that the Artist no longer be represented on any publicly viewable signage proximate to the Work as the Artist of the Work.

E. Removal or Relocation If, after acceptance of the Work, the Work, or any portion of the Work, must be removed or moved from the Site to a new location, the City shall attempt to notify the Artist in writing. The Artist may advise or consult with the City regarding any such removal or moving of the Work. To the extent the removal or moving of the Project would otherwise violate any rights the Artist may have under state or federal law, including, without limitation, the provisions of the Visual Rights Act, the Artist waives such rights; provided, however, in such event the City shall comply with any written request by the Artists that the Artist no longer be represented as the Artist of the Project on any publicly viewable signage proximate the Work. In the event of removal or deinstallation of the Work from the Location, after the Artist has complied with the removal and/or deinstallation of the Work, the Artist shall not reinstall or exhibit the Work at any location without providing prior written notice to the City. When reinstalled, the Artist will credit The Brownsville South Padre Island International Airport and the City of Brownsville for the commission of the work and provide written notification to the City for each reinstallation.

COPYRIGHT AND REPRODUCTION RIGHTS

A. General Reservation and License The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C. § 101 et seq. ("Copyright Law"), as the sole author of the Work for the duration of the copyright. The Artist may, at the Artist's sole option and expense, cause to be registered with the United States Register of Copyrights, a copyright of the Work in the Artist's name. The Artist expressly reserves rights available to the Artist to control the making and dissemination of copies or reproductions of the Work, except as those rights are limited by this Agreement. The City shall have the perpetual, royalty-free right to display, lend, and reproduce the work as set forth herein. Title to the physical Work shall pass to the City upon the City's final payment for the work.

B. Image Rights The Artist hereby grants to the City a perpetual, royalty-free, non-exclusive license and permission to use Work for all City noncommercial purposes including, but not limited to, displaying the work publicly, lending the work, or reproducing the work by methods involving a renditions, photographic (digital, file or other media) images and moving images (video, film or other media) (collectively, "Visual Reproductions"). Visual Reproductions made and transmitted of the Work may be released through all media including, but not limited to, catalogues, books, newspapers, film, television, slides, negatives, prints, videotapes, and the digital distribution of photographic images (such as the Internet, the City's and Airport's website, and social media) without written permission. All reproductions shall bear a copyright notice as follows:

Image or Rendition of **"Airport Art Monument"**
Copyright © Oscar Alvarado, 2026

This non-exclusive perpetual license, which does not transfer ownership of the copyright of the Work to the City, shall endure for the entire term of the copyright in and to said Work, and shall survive all assignments of copyright according to the Copyright Law. Any transfer or assignment of copyright shall be reported in writing to the City. The effective date of the license granted herein shall begin upon creation of the Work as provided for under the Copyright Law. As the non-commercial license granted herein is royalty-free, the Artist understands that the Artist is not entitled to any royalties or other payments for reproductions of the above listed work of art.

C. Credit to the Artist All reproductions of the Work by the City shall contain credit to the Artist. Credit should read,

Airport Art Monument, Copyright © Oscar Alvarado, 2026.

D. Credit to the City If the Artist reproduces the Work, all reproductions of the Work by the Artist shall contain credit to the City in the following form: "an original work commissioned by The Brownsville South Padre Island International Airport and The City of Brownsville."

RECORDS/DOCUMENTS

Following the Completion of the Project and Work but prior to the Final Payment, the Artist shall furnish the City with true, complete and accurate copies of records, reports and documents pertaining to the Project and Work, including, but not limited to, the Artist's expenses and records of accounts between the City and Artist (which shall be kept on a generally recognized accounting basis). The Artist shall furnish the City with digital images relating to Artist's Services, Project and the Work to be used by or on behalf of City for legal and regulatory requirements and in materials related or directed to publicity and/or exhibition of the Work, including, but not limited to printed and web publications, as built construction drawings, and a full written narrative description of the Work.

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: Oscar Alvarado

Title: Artist / Owner

Date: 8-10-2026

Company Name: Oscar Alvarado Enterprises

Phone: 210-862-1293

Email: oscar@oscartist.com

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY
Date Received

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

N/A

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

_____

Signature of vendor doing business with the governmental entity

8-10-2026

Date

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

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

Form 3 – Texas Ethics Commission Certificate of Interested Parties (Form 1295)

Purpose

This form serves as an acknowledgment of the statutory requirement for certain vendors to file a Certificate of Interested Parties (Form 1295) with the Texas Ethics Commission (TEC) before a contract can be executed with the City of Brownsville.

The requirement applies to any contract that:

- Must be approved by the City Commission or executed by a City official before becoming effective, or
- Otherwise meets the criteria established by the Texas Ethics Commission under Texas Government Code §2252.908 and 1 Texas Administrative Code Chapter 46.

Respondent Acknowledgment

By signing below, the Respondent certifies and acknowledges the following:

1. The Respondent has reviewed the requirements of Texas Government Code §2252.908 and 1 TAC Chapter 46.
2. When applicable, the Respondent shall complete and file Form 1295 electronically at https://www.ethics.state.tx.us/filinginfo/1295/ to obtain a Certificate Number issued by the TEC.
3. The Respondent shall print and provide a PDF copy to the City of Brownsville Procurement Department **after** notice of intent to award but prior to contract execution.
4. The Respondent understands that the City may not execute a contract until a completed and verified Form 1295 is received.
5. The Respondent acknowledges that the Certificate of Interested Parties will be made publicly accessible on the TEC's website in accordance with state law.

Certification

By signing below, the undersigned Respondent certifies that they have read and understood the requirements of Texas Government Code §2252.908 and 1 TAC Chapter 46 and that a completed Form 1295 will be filed and provided to the City prior to contract execution, if applicable.

The Respondent further understands that the Form 1295 itself must be signed in accordance with TEC requirements.

Signature: _____

Printed Name: Oscar Alvarado

Title: Artist / Owner

Date: 8-10-2026

Company Name: Oscar Alvarado Entrprises

Phone: 210-862-1293

Email: oscar@oscartist.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:
2026-1500046

Date Filed:
08/10/2026

Date Acknowledged:

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

Oscar Alvarado Enterprises
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.

340-26-AIR-PX
Design, fabricate, deliver, and install a permanent signature public art monument for the Brownsville South Padre Island International Airport.

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 Oscar Alvarado, and my date of birth is 04/04/1962.

My address is 119 Devine St., San Antonio (city), Texas. (state), 78210 (zip code), U.S.A. (country).

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

Executed in Bexar County, State of Texas, on the 10 day of August (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:
2026-1500046

Date Filed:
08/10/2026

Date Acknowledged:
08/11/2026

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

Oscar Alvarado Enterprises
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.

340-26-AIR-PX
Design, fabricate, deliver, and install a permanent signature public art monument for the Brownsville South Padre Island International Airport.

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:	Felix Sauceda Jr., Deputy City Manager
Date:	Tuesday, September 1, 2026
Agenda #:	Consideration and **ACTION** to apply for The US Department of Justice FY2026 Model Cities Initiative Grant. (Police Department)

Summary:
The City of Brownsville Police Department seeks authorization to apply for the U.S. Department of Justice FY2026 Model Cities Initiative Grant to support the acquisition of five (5) fully equipped, state-of-the-art mobile command centers. The units will enhance the Department's ability to provide command, communications, technology, and operational support during major incidents.

Project Scope and Analysis:
Support from the local governing body is a requirement for this grant.

Funding:

Source: N/A

Amount: N/A

Local Contribution if Applicable: N/A

Recommendation:
Staff Recommends Approval

Commission Pillar:
Public Safety

Attachments:
1. Resolution 2026-1245

Resolution Number 2026-1245

A RESOLUTION OF THE CITY OF BROWNSVILLE SUPPORTING THE SUBMISSION OF AN APPLICATION FOR FY2026 MODEL CITIES INITIATIVE GRANT, THROUGH THE OFFICE OF THE US DEPARTMENT OF JUSTICE

WHEREAS, the City of Brownsville is committed to enhancing public safety, emergency preparedness, and its ability to effectively respond to major incidents and critical events; and

WHEREAS, the U.S. Department of Justice FY2026 Model Cities Initiative Grant provides an opportunity to obtain funding for the purchase of five (5) fully equipped mobile command centers to provide on-site command, communications, technology, specialized equipment, and secure operational workspaces; and

WHEREAS, the City of Brownsville finds that applying for the grant and acquiring these mobile command centers will enhance the Department's operational readiness and ability to manage major incidents and emergencies benefiting Brownsville and the surrounding communities, and is in the best interest of the public.

NOW THEREFORE, BE IT RESOLVED:

(1) The City of Brownsville approves the submission of the FY2026 Model Cities Initiative Grant application for the City of Brownsville Police Department to the US Department of Justice;

(2) The City of Brownsville agrees that in the event of loss or misuse of the US Department of Justice funds if awarded, the City of Brownsville assures that the funds will be returned to the US Department of Justice in full.

(3) The City of Brownsville designates the City Manager, or their designee, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the City.

Adopted this, 1st day of September 2026.

_____

Mayor

Attest:

_____

Griselda Rosas, City Secretary

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Victoria De La LLata, Grants & Public Outreach Coordinator
Date:	Tuesday, September 1, 2026
Agenda #:	Consideration and **ACTION** to approve the submission of Brownsville Metro's application to the Federal Transit Administration (FTA) FY 2026 Innovative Coordinated Access and Mobility (ICAM) Pilot Program in the amount of $2,000,000 with $300,000 in local funds for the proposed project of replacing Paratransit vehicles that have surpassed their useful life. (Brownnsville Metro)

Summary:
The ICAM program provides competitive funding to support innovative projects for older adults, people with disabilities, and people of low incomes that will improve the coordination of transportation and non-emergency medical transportation services. Brownsville Metro intends to replace paratransit vehicles that have surpassed their useful life.

Project Scope and Analysis:
The project consists of applying for and, if awarded, utilizing the funds from the Federal Transit Administration to purchase 10 Paratransit vehicles that will replace current operating vehicles that have surpassed their useful life to support continued service needs.

Funding:

Source: Federal Transit Administration (FTA)

Amount: 2,000,000

Local Contribution if Applicable: 300,000

Recommendation:
Brownsville Metro recommends the approval to submit the application under the ICAM program.

Commission Pillar:
Quality of Life & Vibrancy

Attachments:

1. Resolution_R-2026-119

RESOLUTION NO. R-2026-119

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BROWNSVILLE AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE FEDERAL TRANSIT ADMINISTRATION (FTA) FOR FUNDING IN THE AMOUNT OF $2,000,000 TO SUPPORT THE PARATRANSIT REPLACEMENT VEHCILES PROJECT UNDER THE INNOVATIVE COORDINATED ACCESS AND MOBILITY (ICAM) PILOT PROGRAM.

WHEREAS, the City of Brownsville, through Brownsville Metro, is committed to providing safe, reliable, accessible, and equitable public transportation services to the residents of Brownsville, including individuals who rely on ADA paratransit services; and

WHEREAS several Brownsville Metro paratransit vehicles have reached or exceeded their useful life and require replacement to maintain reliable and accessible transportation services; and

WHEREAS, Brownsville Metro seeks authorization to submit an application for the Innovative Coordinated Access and Mobility program for funding to support the replacement of paratransit vehicles that have reached their useful life; and

WHEREAS, the grant requires a twenty percent (15%) local match, which will be provided by the City of Brownsville through Brownsville Metro or Transportation Development Credits (TDC's); and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE THAT:

THAT the submission of an application to the Federal Transit Administration in the amount of $300,000 is hereby authorized.

THAT the City of Brownsville, through Brownsville Metro, is authorized to provide the required twenty percent (15%) local match or Transportation Development Credits (TDC's).

PASSED AND APPROVED this ___ day of _____, 2026.

_____

John Cowen, Jr.
Mayor

ATTEST:

_____

Mayra A. Rios, TRMC
City Secretary

APPROVED AS TO FORM:

_____

Guillermo (Will) S. Trevino
City Attorney

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Amanda Galindo, Management Analyst
Date:	Tuesday, September 1, 2026
Agenda #:	Consideration and **ACTION** to Authorize a Contract with Galiguer Corporation DBA Xtreme Security & Fire in the amount of $100,769 for Contract No.348-26-EPMO-CP, for a term of 30 Days, for Verkada Cameras and Door Access controls for the Cannery Public Market. (Enterprise Project Management Office Department)

Summary:

- Department: Enterprise Project Management Office
- Exemption Type: Cooperative Purchase Exemption
- Contract Number: 348-26-EPMO-CP
- Vendor: Galiguer Corporation DBA Xtreme Security & Fire
- Contract Amount: 100,769.00
- Term: 30 Days

Project Scope and Analysis:

Provide all hardware, installation, configuration, and testing necessary for a four-door electronic access control system and four-camera multisensory security system, including three-year system licensing for cameras, viewing stations, and access control.

Funding:

Source: 45-9110-848-476

Amount: $100,769

Local Contribution if Applicable:

Recommendation:

The Procurement Department recommends that the City Commission authorize a contract with Galiguer
Corporation DBA Xtreme Security & Fire under Cooperative Agreement by Texas Local Gov't

Code
§271.102.

Commission Pillar:
Infrastructure

Attachments:
1. Procurement Analysis 348-26-EPMO-CP
2. 348-26-EPMO-CP Xtreme Security (1)

PROCUREMENT ANALYSIS

Date: Wednesday, August 12, 2026
To: Mr. John Cowen Jr., City Mayor
From: Mr. Alan Guard, City Manager
CC: Mr. Damian Espinoza, Procurement Director
Ms. Yolanda De La Torre, EPMO Director

Agenda Title:
Agenda Item for the City Commission meeting of Tuesday, September 1, 2026.
"Consideration and Action to Authorize a Contract with Galiguer Corporation DBA Xtreme Security & Fire in the amount of $100,769.00 for Contract No.348-26-EPMO-CP, for a term of 30 Days, for Verkada Cameras and Door Access controls for the Cannery Public Market [Enterprise Project Management Office Department]."

Executive Summary:

- Department: Enterprise Project Management Office
- Exemption Type: Cooperative Purchase Exemption
- Contract Number: 348-26-EPMO-CP
- Vendor: Galiguer Corporation DBA Xtreme Security & Fire
- Contract Amount: 100,769.00
- Term: 30 Days

Background:
The Enterprise Project Management Office Department identified the need for verkada cameras and door access system to be installed at the Cannery Public Market. The services include materials, installation, configuration, and testing of the system.

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

Procurement has verified that the proposal follows the TIPS cooperative requirements, terms and pricing.

Vendor Information:
Galiguer Corporation DBA Xtreme Security & Fire
6835 N Expressway 77 Olmito, Texas 78575
Point of Contact: Gabriel Guzman, Salesperson
Phone/Email: (956) 484-5993 | gabriel@xtremesecurity.us

Exhibits & Supporting Documents:

- Exhibit A – TIPS Cooperative Contract Signature Form #260202
- Exhibit B- Texas Ethics Commission Certificate of Interested Parties (Form 1295)

Recommendation:

The Procurement Department recommends that the City Commission authorize a contract with Galiguer Corporation DBA Xtreme Security & Fire under Cooperative Agreement by Texas Local Gov't Code §271.102.

Approval of this agenda item will authorize the full contract value, including the renewal options. The City Manager will be authorized to execute renewal(s) if exercised.

TIPS VENDOR AGREEMENT SIGNATURE FORM

TIPS RFP 260202 Security Systems, Products, and Services

Vendor Name: Galiguer Corporation DBA Xtreme Security & Fire

Vendor Address: 6835 N Expressway 77

City: Olmito State: Tx Zip Code: 78575

Vendor Authorized Signatory Name: Galiguer Manjarrez

Vendor Authorized Signatory Title: President

Vendor Authorized Signatory Phone: 956-592-0441

Vendor Authorized Signatory Email: Galiguer@xtremesecurity.us

Vendor Authorized Signature: _____ Date: 3/4/2026

(The following is for TIPS completion only)

TIPS Authorized Signatory Name: Dr. Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature: David Wayne Fitts Date: 5/26/2026

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:
2026-1503661

Date Filed:
08/17/2026

Date Acknowledged:
08/18/2026

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

Xtreme Security & Fire
Brownsville, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Security

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.

348-26-EPMO-CP
Security Cameras

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)

COOPERATIVE SERVICE AGREEMENT
348-26-EPMO-CP

This Cooperative Service Agreement ("Agreement") is entered into by and between Galiguer Corporation DBA Xtreme Security & Fire ("Vendor") and the City of Brownsville, ("City"), a Texas home rule municipality.

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

1. This Cooperative Purchase Agreement.
2. Exhibit A – Proposal: Scope of Services, and Compensation/Fees
3. Exhibit B – TIPS Cooperative Contract #260202
4. Exhibit C – Conflict of Interest Questionnaire
5. Exhibit D- Certificate of Insurance
6. Exhibit E- Texas Ethics Commission Certificate of Interested Parties (Form 1295)

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

City shall pay Vendor in accordance with the fee schedule in Exhibit A and in accordance with the provisions of this Agreement. Total payment made under this Agreement by City shall not exceed **One Hundred Thousand Seven Hundred Sixty-Nine Dollars and Zero Cents ($100,769.00).** Vendor shall not provide any additional items or services or bill for expenses incurred for City not specified by this Agreement unless City requests and approves in writing the additional costs for such services. City shall not be liable for any additional expenses of Vendor not specified by this Agreement unless City first approves such expenses in writing.

The term of this Agreement shall commence on approval by the City Commission or designee and ending **thirty (30)** days from start of services not to exceed September 30, 2027. Notwithstanding the foregoing, the parties understand and acknowledge that the TIPS Cooperative Contract the City is relying on for cooperative purchase expires on April 30, 2029, at which time the City's Agreement with Vendor shall also expire.

Vendor agrees that City shall, until the expiration of final payment under this Agreement, or the final conclusion of any audit commenced during the said three years, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records, including, but not limited to, all electronic records, of Vendor involving transactions relating to this Agreement at no additional cost to City. Vendor agrees that City shall have access during normal working hours to all necessary Vendor facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. City shall give Vendor reasonable advance notice of intended audits.

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

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

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

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

To VENDOR:
Galiguer Corporation DBA Xtreme Security & Fire
6835 N Expressway 77
Olmito, Texas 78575

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

CITY OF BROWNSVILLE:

Signature: _____

Print Name: _____

Title: _____

Date: _____

VENDOR:

Signature: Galiguer Manjarrez

Print Name: Galiguer Manjarrez

Title: Owner / President

Date: 08/11/2026

APPROVED AS TO FORM

Alyssa J. Castillon
Assistant City Attorney

Exhibit "A"

Proposal

6835 N Expressway 77
Olmito, TX 78575
(956) 504-0811

Proposal #	Customer #	System Type	PO Number	Term	Proposal Date
8749	5797	Resideo		Net 30 Days	August 03, 2026

Customer:
City Of Brownsville IT Department
1150 E Adams St
Brownsville, TX 78520

Site Location:
Cannery Public Market
1700 E 6th St
Bronwsville, TX 78520

Contact Information:	Brief Description:
Customer **Contact** City Of Brownsville IT Department **Phone:** (956) 466-7336 **Email:** yolanda.delatorre@brownsvilletx.gov **Salesperson** **Name:** Gabriel Guzman **Phone:** (956) 484-5993 **Email:** gabriel@xtremesecurity.us	Verkada Camaras TIPS # 260202

Charges

Description	QTY	Rate	Amount
Verkada CH53-E Four-Camera Multisensor	8.00	3,314.15	26,513.20
Mount Accessories Corner Mount	8.00	245.00	1,960.00
Mount Accessories Large Arm Mount	8.00	250.00	2,000.00
Mount Accessories Pendant Cap	8.00	210.00	1,680.00
3-Year Four-Camera Multisensor License	8.00	1,949.00	15,592.00
Verkada CY53-E Two-Camera Multisensor	3.00	1,954.15	5,862.45
Mount Accessories junctional Box	3.00	225.00	675.00
Mount Accessories Large Arm Mount	3.00	250.00	750.00
3-Year Viewing Station License, Capacity Increase	3.00	1,299.00	3,897.00
Verkada CF83-E Fisheye Camera	3.00	1,784.15	5,352.45
Mount Accessories Circle Junction Box	3.00	215.00	645.00
3-Year Viewing Station License, Capacity Increase	3.00	699.00	2,097.00
CD53 Indoor Dome Camera	2.00	1,359.15	2,718.30
Mount Accessories Circle Junction Box	2.00	215.00	430.00
3-Year Viewing Station License, Capacity Increase	2.00	699.00	1,398.00
INSTALLATION - 2 TECHS - HOURLY Installation of eleven (16) Verkada cameras. Installation of camera mounting brackets. Installation of junction boxes (as required). Mounting, leveling, and alignment. Clamps, cable ties, anchors, and mounting hardware. Network cable termination and device connection. System testing and verification. Camera activation. Cleanup.	85.34	150.00	12,801.00

Proposal

6835 N Expressway 77
Olmito, TX 78575
(956) 504-0811

This proposal includes the installation, configuration, and testing of the Verkada camera system only. All conduit required for camera cabling shall be supplied and installed by the electrical contractor prior to our installation.	1.00	0.00	0.00

Total Charges:	84,371.40
Sales Tax:	0.00
Amount: 0 **Grand Total:**	**$84,371.40**

Notes

Note	Modified Date	User

x _____ Agreed To By

_____ Name

_____ Date

CONTACT US

Billing Questions	Sales	Central Station	Service	Email
(956) 504-0811		**(956) 504-0811**		**Billing@xtremesecurity.us**

To view this proposal online, please visit: https://www.xtremesecurity.alarmbiller.com | Registration Key: B80BA7

APPROVED AS TO FORM

Alyssa J. Castillon
Assistant City Attorney

Proposal

XTREME SECURITY & FIRE
LIC. B-10256
ACR-1837520

6835 N Expressway 77
Olmito, TX 78575
(956) 504-0811

Proposal #	Customer #	System Type	PO Number	Term	Proposal Date
8754	5797	Resideo		Net 30 Days	August 03, 2026

Customer:
City Of Brownsville IT Department
1150 E Adams St
Brownsville, TX 78520

Site Location:
Cannery Public Market
1700 E 6th St
Bronwsville, TX 78520

Contact Information:	Brief Description:
Customer **Contact** City Of Brownsville IT Department **Phone:** (956) 466-7336 **Email:** yolanda.delatorre@brownsvilletx.gov **Salesperson** **Name:** Gabriel Guzman **Phone:** (956) 484-5993 **Email:** gabriel@xtremesecurity.us	Door Access TIPS # 260202

Charges

Description	QTY	Rate	Amount
Verkada AC43 Four-Door Controller	1.00	1,799.15	1,799.15
3-Year Door License, Capacity Increase	1.00	599.00	599.00
AD34 Door Reader	4.00	396.65	1,586.60
3-Year Door License, Capacity Increase	4.00	599.00	2,396.00
HES 9600 Series Surface Mounted Electric Strike, Windstorm Resistant, Satin Stainless Steel	4.00	949.65	3,798.60
ALTORNIX AL600ULACM ACCESS CONTROL POWER SUPPLY CHARGER -Eight (8) independently controlled Fail-Safe and/or -Fail-Secure power outputs: Class 2 Rated power-limited PTC Protected Outputs (auto-resettable). -Eight (8) auxiliary power outputs (unswitched) -Output PTCs are rated @ 2.5A -Filtered and electronically regulated outputs -Supervision: AC Fail/ Battery Fail and Battery Presence	1.00	846.95	846.95
ULTRA TECH IM-12180 12V 18AH SEALED LEAD ACID BATTERY -Special exhaust structure and sealing technology, safe and reliable, flexible installation, convenient maintenance -less gassing and low self-discharging rate -High-quality AGM separator extends cycle life and prevents micro short circuit -Compliance with IEC 60896 standards, EU Battery Directive -UL, CE Certified	2.00	185.15	370.30
INSTALLATION - 2 TECHS - HOURLY Installation of six (6) card readers. Installation and mounting of electromagnetic locks. Installation of electric strikes. Installation of door position sensors and request-to-exit devices (as applicable). Field cable termination and wiring connections.	33.34	150.00	5,001.00
NOTE: This proposal includes the installation, configuration, and testing of the Verkada camera system only. All conduit required for camera cabling shall be supplied and installed by the electrical contractor prior to our installation.	1.00	0.00	0.00
		Total Charges:	16,397.60

6835 N Expressway 77
Olmito, TX 78575
(956) 504-0811

Proposal

Sales Tax:	0.00
Amount: 0	**Grand Total:** $16,397.60

Notes

Note	Modified Date	User

x _____ Agreed To By

_____ Name

_____ Date

CONTACT US

Billing Questions	Sales	Central Station	Service	Email
(956) 504-0811		**(956) 504-0811**		**Billing@xtremesecurity.us**

To view this proposal online, please visit: https://www.xtremesecurity.alarmbiller.com | Registration Key: B80BA7

APPROVED AS TO FORM

Alyssa J. Castillon
Assistant City Attorney

TIPS VENDOR AGREEMENT

TIPS RFP 260202 Security Systems, Products, and Services

The following Vendor Agreement ("Agreement") creates a legal agreement between The Interlocal Purchasing System ("TIPS"), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

Galiguer Corporation DBA Xtreme Security & Fire

(ENTER ENTITY NAME)

its owners, agents, subsidiaries, and affiliates (together, "Vendor") (individually, "Party", and collectively the "Parties") and this agreement shall exclusively govern the contractual relationship ("Agreement") between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer's jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS ("TIPS Members") may elect to "piggyback" off of TIPS' procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.

2. **Authority.** *The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity* and that they are acting under due and proper authority under applicable law.

3. **Definitions.**

    a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.

    b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.

4. **Entire Agreement.** This Agreement resulted from TIPS posting a "TIPS Solicitation" (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.

5. **Vendor's Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor's specific "Sale Terms" (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

6. **Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.

7. **Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.

8. **TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.

9. **Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.

10. **Reporting TIPS Sales**. Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.

11. **TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor

within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

12. **Term of the Agreement.** This Agreement with TIPS is for approximately three years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

    Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

    Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

    Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2026, but extended negotiations delay award until June 27, 2026 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2026 in this example.

    Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be three-years from the Term Calculation Start Date.

    Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2026, but extended negotiations delay award until June 27, 2026 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2026 and the Contract Expiration Date of the resulting initial "three-year" term, (which is subject to an extension(s)) will be May 31, 2029 in this example.

    Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

    Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2029, then the one-year renewal is effective from May 31, 2029 to May 31, 2030.

    TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

13. **TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

14. **Indemnification of TIPS.** VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN

WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS.** APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).

15. **Indemnification and Assumption of Risk – Vendor Data.** VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 14 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.

16. **Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 14 and 15 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.

17. **Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.

18. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General

within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

19. **Vendor's Authorized Resellers.** TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.

20. **Circumvention of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.

21. **State of Texas Franchise Tax.** By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.

22. **Termination.**

A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.

B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If Vendor terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This

termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term.

E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

23. **Survival Clause.** It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.

24. **Audit Rights.** Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.

25. **Conflicts of Interest.** The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.

26. **Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.

27. **Compliance with the Law.** The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.

28. **Severability.** If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.

29. **Force Majeure.** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.

30. **Immunity.** Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses,

remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this 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.

31. **Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability:	$1,000,000 each Occurrence/Aggregate
Automobile Liability:	$300,000 Includes owned, hired & non-owned
Workers' Compensation:	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.
Umbrella Liability:	$1,000,000 each Occurrence/Aggregate

32. **Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.

33. **Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.

34. **Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.

35. **Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.

36. **Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.

37. **Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.

38. **Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

39. **Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.

40. **Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.

41. **Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statue or regulation.

42. **Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.

43. **Minimum Site Requirements for TIPS Sales (*when applicable to TIPS Sale*).**

Cleanup: When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered Sex Offender Restrictions: For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor 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.

Safety Measures: Vendor 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. Vendor shall post warning signs against all hazards created by the 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.

Smoking: Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

44. **Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.

45. **Marketing.** Vendor agrees that any logos, images, photos, writing, audio, clip art, music, data, promotional documents, or any other information or intellectual property ("Vendor Property") approved or provided by Vendor for TIPS' use are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to allow TIPS use of Vendor Property. Vendor permits TIPS to use their name and logo to identify Vendor as a TIPS Awarded Vendor on the TIPS website only. All other use of Vendor's Property by TIPS shall require prior written Vendor approval. Any Vendor use of TIPS' logos, images, photos, writing, audio, clip art, music, data, promotional documents, or any other information or intellectual property ("TIPS Property") or reference to TIPS in marketing outreach requires Vendor to obtain prior written authorization from marketing@tips-usa.com which will not be unreasonably withheld. Vendor must execute a TIPS Marketing Waiver before specific, written authorization will be granted. For any marketing

outreach taken by Vendor without proper TIPS' authorization and execution of the TIPS Marketing Waiver, **Vendor shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving:**

i. **Infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', authorized resellers', subcontractors', or invitees') unauthorized use or distribution of Vendor Property.**
ii. **Violations of privacy and data laws; and**
iii. **Unauthorized use or distribution of TIPS Property.**

46. **Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.

47. **Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

48. **Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.pr

49. **Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

50. **Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

51. **Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

TIPS VENDOR AGREEMENT SIGNATURE FORM

TIPS RFP 260202 Security Systems, Products, and Services

Vendor Name: Galiguer Corporation DBA Xtreme Security & Fire

Vendor Address: 6835 N Expressway 77

City: Olmito State: Tx Zip Code: 78575

Vendor Authorized Signatory Name: Galiguer Manjarrez

Vendor Authorized Signatory Title: President

Vendor Authorized Signatory Phone: 956-592-0441

Vendor Authorized Signatory Email: Galiguer@xtremesecurity.us

Vendor Authorized Signature: _____ Date: 3/4/2026

(The following is for TIPS completion only)

TIPS Authorized Signatory Name: Dr. Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature: David Wayne Fitts Date: 5/26/2026



260202
Xtreme Security & Fire
Galiguer Corporation
Supplier Response

Event Information

Number: 260202
Title: Security Systems, Products, and Services
Type: Request for Proposal
Issue Date: 2/5/2026
Deadline: 3/20/2026 03:00 PM (CT)
Notes: This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather, this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

IF YOU CURRENTLY HOLD TIPS CONTRACT 230202 SECURITY SYSTEMS PRODUCTS AND SERVICES ("230202"), YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR SECURITY OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 230202.

IF YOU HOLD ANOTHER TIPS CONTRACT OTHER THAN 230202 WHICH COVERS ALL OF

YOUR SECURITY OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO HOLD BOTH CONTRACTS.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

Xtreme Security & Fire Information

Contact: galiguer manjarrez
Address: 6835 N. Expressway 77
Olmito, TX 78575
Phone: (956) 504-0811
Email: galiguer@xtremesecurity.us
Web Address: www.xtremesecurity.us

By submitting your response, you certify that you are authorized to represent and bind your company.

Galiguer Manjarrez
Signature

galiguer@xtremesecurity.us
Email

Submitted at 3/17/2026 05:03:08 PM (CT)

Requested Attachments

Pricing Form 1

260202 Pricing Form 1 (5).xlsx

Pricing Form 1 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Pricing Form 2

260202 Pricing Form 2 (1).xlsx

Pricing Form 2 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

(3) Required Customer Reference Letters

Reference letters.pdf

Vendor is required to upload three Customer Reference Letters from three separate customers as described herein. Vendor will be scored on the aggregate Reference Letters received from customers as described in the solicitation. Vendor must provide three current letters (issued within the 12-months preceding the date on which the solicitation was posted) from its customers verifying Vendor's customer service and reputation as described herein. (Ex. if the solicitation/bid posted on February 4, 2024, the letters must be dated on or after February 1, 2023). The letters must be issued from customers who have received goods or services from the Vendor or its current corporate officials, on entity/company letterhead, must specify its customer experience with Vendor, and must be signed by an authorized representative of the customer. TIPS Reference Forms from past bids will no longer be accepted.

Required Confidentiality Claim Form

Confidentiality claim form.pdf

The Required Confidentiality Claim Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

Vendor Agreement

TIPS Vendor Agreement.pdf

The Vendor Agreement must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Vendor Agreement Signature Form

Agreement Signature Form.pdf

The Vendor Agreement Signature Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Current Form W-9

W-9 Form.pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

Alternate or Supplemental Pricing Documents

No response

Optional. If when completing Pricing Form 1 & Pricing Form 2 you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that documentation.

Certificates & Licenses (Supplemental Vendor Information Only)

Certificates.pdf

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor Logo (Supplemental Vendor Information Only)

Company Logo.pdf

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor's Warranties, Terms, and Conditions (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Supplemental Vendor Information (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Disclosure of Lobbying Activities - Standard Form - LLL

No response

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, "2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

Conflict of Interest Questionnaire - Form CIQ

No response

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled "Conflict of Interest Questionnaire Requirement" immediately followed by an Attribute entitled "Conflict of Interest Questionnaire Requirement – Form CIQ – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

Bid Attributes

1	**Disadvantaged/Minority/Women Business & Federal HUBZone** Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor? If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location. YES

2 **Historically Underutilized Business (HUB)**

Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

Yes

3 **National Coverage**

Can the Vendor provide its proposed goods and services to all 50 US States?

No

4 **States Served**

If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings.

Texas

5 **Description of Vendor Entity and Vendor's Goods & Services**

If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing.

Sales, services and monitoring of security equipment, door access , Surveillance Cameras and fire Alarm and monitoring

6 **Primary Contact Name**

Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract.

Galiguer Manjarrez

7 **Primary Contact Title**

Primary Contact Title

President

8 **Primary Contact Email**

Please enter a valid email address that will definitely reach the Primary Contact.

Galiguer@xtremesecurity.us

9 **Primary Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

9565040811

10 **Primary Contact Fax**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

9565040699

11 **Primary Contact Mobile**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

9565920441

12 **Secondary Contact Name**

Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract.

Dayany Carcano

13 **Secondary Contact Title**

Secondary Contact Title

Sales Coordinator

14 **Secondary Contact Email**

Please enter a valid email address that will definitely reach the Secondary Contact.

dayany@xtremesecurity.us

15 **Secondary Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

9565040811

16 **Secondary Contact Fax**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

9565040699

17 **Secondary Contact Mobile**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

9567343050

18 **Administration Fee Contact Name**

Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract.

Galiguer Manjarrez

19 **Administration Fee Contact Email**

Please enter a valid email address that will definitely reach the Administration Fee Contact.

galiguer@xtremesecurity.us

20 **Administration Fee Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

9565040811

21 **Purchase Order and Sales Contact Name**

Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract.

Galiguer Manjarrez

22 **Purchase Order and Sales Contact Email**

Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact.

Galiguer@xtremesecurity.us

23 **Purchase Order and Sales Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

9565920441

24 **Company Website**

Company Website (Format - www.company.com)

www.xtremesecurity.us

25 **Entity D/B/A's and Assumed Names**

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award.

Galiguer Corporation DBA Xtreme Security & Fire

26 **Primary Address**

Primary Address

6835 N. Expressway 77

27 **Primary Address City**

Primary Address City

Olmito

28 **Primary Address State**

Primary Address State (2 Digit Abbreviation)

Tx

29 **Primary Address Zip**

Primary Address Zip

78575

30 **Search Words Identifying Vendor**

Please list all search words and phrases to be included in the TIPS database related to your entity. ***Do not*** list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation.

Alarm , CCTV, Wireless systems, Surveillance Equipment , Notification System , Cable , Fire , Monitoring , Cameras, Installation, Burglary , Gates , Intercom , Door Access, Recording Solutions , Video Storage, Surveillance Mobile Trailers

31 **Certification of Vendor Residency (Required by the State of Texas)**

Does Vendor's parent company or majority owner:

(A) have its principal place of business in Texas; ***or*** (B) employ at least 500 persons in Texas?

Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award.

Yes

32 **Vendor's Principal Place of Business (City)**

In what city is Vendor's principal place of business located?

Brownsville

33 **Vendor's Principal Place of Business (State)**

In what state is Vendor's principal place of business located?

Texas

34 **Vendor's Years in Business**

How many years has the business submitting this proposal been operating in its current capacity and field of work?

25

35 **Certification Regarding Entire TIPS Agreement**

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract.

Does Vendor agree?

Yes, Vendor agrees

36 Minimum Percentage Discount Offered to TIPS Members on all Goods and Services (READ CAREFULLY)

Please read thoroughly and carefully as an error on your response can render your contract award unusable.

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer? Only limited goods/services specifically identified and excluded from this discount in Vendor's original proposal may be excluded from this discount.

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below with the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

Example: In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published "Catalog Pricing" (website/store/published pricing) for "Tablet A" is $100 and for "Tablet Set-Up Service" is $100. In this example, you must sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - $90, "Tablet Set-Up Service" - $90. In year two of your TIPS Contract, you update your "Catalog Pricing" with the market. You add "Tablet B" to your "Catalog Pricing" for $200 and have increased the price of "Tablet A" to $110 and the price of "Tablet Set-Up Service" to $110. In this example, after the "Catalog Pricing" update, you must still sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - $99, "Tablet Set-Up Service" - $99, and "Tablet B" - $180.00.

With the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal, if you cannot honor the discount on all goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer?

15%

37 Honoring Vendor's Minimum Percentage Discount

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all goods and services sold under the TIPS Contract. Points will be assigned for your response and scoring of your proposal will be affected. A "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points.

Does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

Yes, Vendor agrees

38 Volume and Additional Discounts

In addition to the Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

Point(s) may be assigned for your response in the category of "Pricing" during scoring and evaluation.

Yes

39	**"Catalog Pricing" and Pricing Requirements** **<u>This is a requirement of the TIPS Contract and is non-negotiable.</u>** In this solicitation and resulting contract, "Catalog Pricing" shall be defined as: "The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that: A. is regularly maintained by the manufacturer or Vendor of an item; and B. is either published or otherwise available for review by TIPS or a customer during the purchase process; C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied. If awarded on this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing. YES
40	**EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS** Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion. If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award. Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document? Yes, Vendor agrees

4.1	**TIPS Sales Reporting Requirements** **This is a requirement of the TIPS Contract and is non-negotiable.** By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.
4.2	**TIPS Administration Fee Requirement and Acknowledgment** **This is a requirement of the TIPS Contract and is non-negotiable.** The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.
4.3	**TIPS Member Access to Vendor Proposal & Documentation** **This is a requirement of the TIPS Contract and is non-negotiable.** Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing.

44	**Non-Collusive Bidding Certificate** **This is a requirement of the TIPS Contract and is non-negotiable.** By submission of this proposal, the Vendor certifies that: 1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor; 2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor: 3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and 4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf;

45	**Prohibition of Vendor Conflict of Interest (Tex. Edu. Code § 11.067)** **This is a requirement of the TIPS Contract and is non-negotiable.** "Substantial Interest", as used in this attribute, is defined in Tex. Edu. Code § 11.067(b). By submission of this proposal, the Vendor certifies that at the time of proposal submission, no individual serving on the Region 8 ESC Board of Trustees: (1) Has a substantial interest in the Vendor, or (2) Is related by the second degree by consanguinity or affinity (as determined under Chapter 573, Government Code) to an individual with a substantial interest in the Vendor. Vendor further certifies that it shall not enter a contract with a Texas school district TIPS Member under this TIPS Contract if an individual serving on that TIPS Member's Board of Trustees: (1) Has a substantial interest in the Vendor, or (2) Is related by the second degree by consanguinity or affinity (as determined under Chapter 573, Government Code) to an individual with a substantial interest in the Vendor.

46	**Antitrust Certification Statements (Tex. Government Code § 2155.005)** **This is a requirement of the TIPS Contract and is non-negotiable.** By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that: (1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein; (2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law; (4) Neither I nor any representative of Vendor has 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.

47 **Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272**

This is a requirement of the TIPS Contract and is non-negotiable.

Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work.

By submission of this proposal, Vendor acknowledges this law and ***if Vendor enters into a construction contract with a Texas TIPS Member*** under this procurement, Vendor certifies compliance.

48 **Required Confidentiality Claim Form**

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form.
If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion.

Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.

49 **Non-Discrimination Statement and Certification**

This is a requirement of the TIPS Contract and is non-negotiable.

In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by federal funds (not all bases apply to all programs).
Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments.

☑ Yes, I certify

50 **Limitation of Vendor Indemnification and Similar Clauses**

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas."

Does Vendor agree?

☑ Yes, I Agree

51 **Alternative Dispute Resolution Limitations**

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Does Vendor agree?

Yes, Vendor agrees

52 **No Waiver of TIPS Immunity**

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this 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.

Does Vendor agree?

☑ Yes, Vendor agrees

53 **Payment Terms and Funding Out Clause**

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that TIPS and TIPS Members shall not be liable for interest or late-payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding-Out Clause: Vendor agrees to abide by the applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

Does Vendor agree?

☑ Yes, Vendor agrees

54 **Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)**

Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Does Vendor certify?

Yes, Vendor certifies

55 **Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that Vendor and Vendor 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.

When applicable, does Vendor certify?

Yes, Vendor certifies

56 Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)

Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes.

Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including 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 (3) headquartered in China, Iran, North Korea, Russia, or a designated country.

For purposes of this certification, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

When applicable, does Vendor certify?

Yes, Vendor certifies

57 Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex. Gov. Code 2274)

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least $100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association.

For purposes of this Agreement, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association."

"Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association."

When applicable, does Vendor certify?

Yes, Vendor certifies

58 **Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)**

If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov. Code 552.374, 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 solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member 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 TIPS or the purchasing TIPS Member.

When applicable, does Vendor certify?

Yes, Vendor certifies

59 **Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of $100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

Yes, Vendor certifies

60 **Felony Conviction Notice - Texas Education Code 44.034**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator 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 a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Subsection (c) states, "This section does not apply to a publicly held corporation.

Vendor certifies one of the following:

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or;

B. My firm is not owned nor operated by anyone who has been convicted of a felony, or;

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

If Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

B. My firm is not owned nor operated by felon.

61 **Felony Conviction Notice - Texas Education Code 44.034 - Continued**

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)

2. The Felon(s) title/role in Vendor's entity, and

3. Details of Felon(s) Conviction(s).

N/A

62 **Conflict of Interest Questionnaire Requirement**

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

(1) has an employment or other business relationship with a local government officer of our 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 our 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 our local governmental entity.

(4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

Yes, Vendor certifies - VENDOR HAS NO CONFLICT

63 **Conflict of Interest Questionnaire Requirement - Form CIQ - Continued**

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."

Have you uploaded this form if applicable?

Yes

64 **Upload of Current W-9 Required**

Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

65 **Regulatory Good Standing Certification**

Does Vendor certify that its entity is in good standing will all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

Yes, Vendor certifies

66 **Regulatory Good Standing Certification - Explanation - Continued**

If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration.

N/A

67	**Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion** **Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion** 1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions. 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment. 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. 5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions. 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List. 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

68 **Suspension or Debarment Certification**

Read the instructions in the attribute above and then answer the following accurately.

Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Does Vendor certify?

Yes, Vendor certifies

69 **Vendor Certification of Criminal History - Texas Education Code Chapter 22**

Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district pursuant to this law.

DEFINITIONS

Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

Vendor certifies:

NONE (Section A): None of the employees of Vendor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement.

OR

SOME (Section B): Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity.

Which option does Vendor certify?

Yes, I certify - NONE (Section A)

70 **Certification Regarding "Choice of Law" Terms with TIPS Members**

Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes, Vendor agrees

71 **Certification Regarding "Venue" Terms with TIPS Members**

Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes, Vendor agrees

72 **Certification Regarding "Automatic Renewal" Terms with TIPS Members**

Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes, Vendor agrees

73	**Certification Regarding "Indemnity" Terms with TIPS Members** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees
74	**Certification Regarding "Arbitration" Terms with TIPS Members** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may ***not*** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees
75	**2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION** TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as "EDGAR"),Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor. Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.** If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications. Specifically, if Vendor utilizes the Cost-Plus Markup method anywhere in its proposal, Vendor cannot and will not be listed as federally compliant for TIPS purposes unless Vendor also certifies "Yes" in response to the Attribute entitled, "2 CFR Part 200 - Prohibition of Cost- Plus."

76 **2 CFR Part 200 or Federal Provision - Prohibition of Cost Plus**

Contracts paid with federal funds which exceed 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 Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, may not utilize a cost plus percentage of cost and percentage of cost method of contract pricing. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members for a TIPS Sale resulting from this procurement process which exceeds the simplified acquisition threshold, Vendor shall not utilize a cost plus a percentage of cost and percentage of cost method of contract pricing for that expenditure. If Vendor fails to certify and proposes a Cost Plus Markup Method of pricing anywhere in their proposal, Vendor will **not** be listed as federally/EDGAR compliant for TIPS purposes.
Does Vendor certify?

Yes, Vendor agrees.

77 **2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds**

This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) ***Accepting such funds often requires additional required certifications and responsibilities for Vendor.*** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members.

If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds?

Yes

78 **2 CFR Part 200 or Federal Provision - Contracts**

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.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve 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.

Does vendor agree?

Yes, Vendor agrees

79 **2 CFR Part 200 or Federal Provision - Termination**

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 the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The Vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

Yes, Vendor agrees

80

2 CFR Part 200 or Federal Provision - Clean Air Act

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).
Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.
Does vendor agree?

Yes, Vendor agrees

81

2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment

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 the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members 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).

Does Vendor agree?

Yes, Vendor agrees

82 **2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued**

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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 undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of 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 grant 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 covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor certify that it has NOT lobbied as described herein?

Yes, Vendor certifies - NO Reportable Lobbying

83 **2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued**

If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

84 **2 CFR Part 200 or Federal Provision - Federal Rule**

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of $250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify compliance?

Yes, Vendor certifies

85

2 CFR Part 200 or Federal Provision - Procurement of Recovered Materials

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. 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 establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with these provisions?

Yes, Vendor certifies

86

2 CFR Part 200 or Federal Provision - Rights to Inventions

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 the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.
Does vendor certify?

Yes, Vendor certifies

87 **2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with Buy America Provisions**

As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may provide 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). 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. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stag through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "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.

Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322,

"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.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide 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).

Does Vendor Certify?

Yes, Vendor certifies

88 **2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications**

ESC 8 and TIPS Members are 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 use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" equipment is telecommunications equipment produced by 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.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor certify?

Yes, Vendor certifies

89

2 CFR Part 200 or Federal Provision - Contract Cost & Price

For contracts more than the simplified acquisition threshold currently set at $250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor certify?

Yes, Vendor certifies

90

2 CFR Part 200 or Federal Provision - Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal

opportunity clause is incorporated by reference here.

Does Vendor Certify?

Yes, Vendor certifies

91

2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance

Texas Statute requires compliance with 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.

Pursuant to state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable.

Does Vendor certify?

Yes, Vendor certifies

92 **2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards**

Where applicable, all contracts awarded by ESC 8 and TIPS Members 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 the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Vendor certify?

Yes, Vendor certifies

93 **2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records**

If and when Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This 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 provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) 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.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

Does Vendor certify?

Yes, Vendor certifies

94 **2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act**

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor certify?

Yes, Vendor certifies

95 **2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy**

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply.

Does Vendor certify?

Yes, Vendor certifies

96 **2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations**

For contracts resulting from this procurement, in excess of $100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply 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.

Does Vendor certify?

Yes, Vendor certifies

97 **2 CFR Part 200 or Federal Provision - Record Retention Requirements**

For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed.

Does Vendor certify?

Yes, Vendor certifies

98 **2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question.

YES

99 **2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.

Does Vendor certify that it will follow the following affirmative steps? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(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;

(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 ; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

Does Vendor certify?

Yes, Vendor certifies

100 **ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY**

By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers.

Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.

Sunny Glen Children's New Tomorrow Resiliency Center
321 Lorenaly Drive
Brownsville, Texas 78526

Re: Reference Letter

To Whom It May Concern:

Please accept this letter as a reference for **Extreme Fire and Safety**, who provide services to our organization.

The vendor provided **installation and service of our smoke detector system** in **2025**. We understand that they have submitted a proposal to **Education Service Center Region 8** and the **The Interlocal Purchasing System (TIPS) Cooperative**.

Our organization has been a customer of the above-named vendor, and their work has been performed in a professional and satisfactory manner. Based on our experience, we would not hesitate to do business with them again. As a customer, we would highly recommend this vendor to TIPS public entities and non-profit members.

Thank you,

Javier J. Perez
Program Director
Sunny Glen Children's New Tomorrow Resiliency Center
956-714-2788

Javier.perez@sgntrc.org

BOUGAMBILIAS
CONSTRUCTION, LLC
www.bougambiliasconstruction.com

302 Kings Hwy Suite 204
Brownsville, Texas 78521
Office: 956-541-1390
bugconst@gmail.com

Bougambilias Construction, LLC

302 Kings Hwy Ste 204

Brownsville, TX 78521

03/17/2026

Re: Reference Letter for Xtreme Security & Fire

To whom it may concern:

Please accept this reference for Xtreme Security & Fire who provided goods or services to our entity. The Vendor provided security system and alarm installation in several of our project in the past years. We understand that they have submitted a proposal to Education Service Center Region 8 and the TIPS Cooperative.

This entity is a customer of above-named Vendor. They performed satisfactorily and we would do business with them again. As a customer of the Vendor, we would highly recommend the Vendor to TIPS public entity and non-profit members.

Thank you,

Miguel A Cisneros

BROWNSVILLE
PUBLIC UTILITIES BOARD

March 2, 2026

Brownsville Public Utilities Board (BPUB)
Safety and Security Operations Department (SSOD)
1155 FM 511
Olmito, Texas 78575

Re: Reference Letter for Xtreme Security

To whom it may concern:

Please accept this reference for Xtreme Security, who has provided goods and services to our entity for several years and currently have multiple contracts with our department. Xtreme Security has provided us with access control and security surveillance equipment, including consulting, installation, and maintenance services, since in 2021. We understand that they have submitted a proposal to Education Service Center Region 8 and the TIPS Cooperative.

BPUB is a customer of Extreme Security. They have performed satisfactorily and we would do business with them again. As a customer of the Vendor, we would highly recommend Xtreme Security to TIPS public entity and non profit members.

Thank you,

Adolfo Vasquez
Safety and Security Administrator
Brownsville Public Utilities Board – SSOD

Brownsville Public Utilities Board
1425 Robinhood Drive
P.O. Box 3270
Brownsville, TX 78521

www.brownsville-pub.com
(956) 983-6300
Fax: (956) 982-6269

TIPS CONTRACT 260202

REQUIRED CONFIDENTIALITY CLAIM FORM

(VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION)

Vendor Entity Name: Galiguer Corporation DBA Xtreme Security & Fire

Vendor Authorized Signatory Name: Galiguer Manjarrez

Vendor Authorized Signatory Title: President

Vendor Authorized Signatory Email: Galiguer@xtremesecurity.us

Vendor Address: 6835 N. Expressway 77

City: Olmito State: Tx Zip Code: 78575

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor's proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor's contact information, Vendor's brochures and commercial information, Vendor's financial information, Vendor's certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, "Vendor Data") to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor's submission of a proposal constitutes Vendor's consent to the disclosure and release of Vendor's Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor's proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute ***Option 1 only*** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the "Response Attachments" section of the eBid System entitled "Required Confidentiality Claim Form." Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

(VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM)

OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS

(Confirm each bullet point and sign below)

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: _____

Authorized Signature: _____

OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS

(Confirm each bullet point and sign below)

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Authorized Signature: 

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: Galiguer Manjarrez

Printed Name: Galiguer Manjarrez

Title: Owner / President

Date: 08/10/2026

Company Name: Xtreme Security & Fire

Phone: (956) 592-0441

Email: galiguer@xtremesecurity.us

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY
Date Received

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

N/A

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

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

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

N/A

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

7 Galiguer Manjarrez

Signature of vendor doing business with the governmental entity

08/10/2026

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.

Exhibit "D"

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/12/2026

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: Certificate Department
El Dorado Insurance Agency, Inc 3673 Westcenter Dr Houston, TX 77042	PHONE (A/C, No, Ext): (713)521-9251 FAX (A/C, No): (713)521-0125 E-MAIL ADDRESS: certificates@eldoradoinsurance.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Hudson Excess Insurance Company — 14484
INSURED	INSURER B :
Xtreme Security & Fire 6835 N. Expressway 77 Brownsville, TX 78526	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 336631 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Errors & Omissions GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			ALM10208-01	03-18-2026	03-18-2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			ALMU10086-01	03-18-2026	03-18-2027	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

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



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/18/2026

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PRODUCER
THE KLEMENT AGENCY
2001 AUBURN HILLS PKWY #901
MCKINNEY TX 75071-

CONTACT NAME: Greg Klement
PHONE (A/C, No, Ext): (972)562-7455 FAX (A/C, No): (972)562-7129
E-MAIL ADDRESS: greg@klementagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : AmGUARD Insurance	42390
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Galiguer Corporation
Xtreme Security & Fire
6835 N Expressway 77
Brownsville TX 78526-

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	GAWC747595	02/21/2026	02/21/2027	X PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y / N/A						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CITY OF BROWNSVILLE
1001 E ELIZABETH ST
BROWNSVILLE TX 78520-

CANCELLATION

AI 127896

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/18/2026

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PRODUCER	CONTACT NAME: Cheryl Upchurch	
Southgate Insurance 2368A Rice Blvd., #443 Houston TX 77005	PHONE (A/C, No, Ext): (713) 574-9441	FAX (A/C, No): (866) 672-9163
	E-MAIL ADDRESS: cheryl@sginsuregroup.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : PROGRESSIVE COUNTY MUTUAL INSURANCE C	
INSURED Galiguer Corporation dba Xtreme Security & Fire 6835 N Expressway 77 Olmito TX 78575	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS			975420404	12/04/2025	12/04/2026	BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
City of Brownsville 1001 E Elizabeth Street Brownsville TX 78520	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 Cheryl Upchurch

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Form 3 – Texas Ethics Commission Certificate of Interested Parties (Form 1295)

Purpose

This form serves as an acknowledgment of the statutory requirement for certain vendors to file a Certificate of Interested Parties (Form 1295) with the Texas Ethics Commission (TEC) before a contract can be executed with the City of Brownsville.

The requirement applies to any contract that:

- Must be approved by the City Commission or executed by a City official before becoming effective, or
- Otherwise meets the criteria established by the Texas Ethics Commission under Texas Government Code §2252.908 and 1 Texas Administrative Code Chapter 46.

Respondent Acknowledgment

By signing below, the Respondent certifies and acknowledges the following:

1. The Respondent has reviewed the requirements of Texas Government Code §2252.908 and 1 TAC Chapter 46.
2. When applicable, the Respondent shall complete and file Form 1295 electronically at https://www.ethics.state.tx.us/filinginfo/1295/ to obtain a Certificate Number issued by the TEC.
3. The Respondent shall print and provide a PDF copy to the City of Brownsville Procurement Department **after** notice of intent to award but prior to contract execution.
4. The Respondent understands that the City may not execute a contract until a completed and verified Form 1295 is received.
5. The Respondent acknowledges that the Certificate of Interested Parties will be made publicly accessible on the TEC's website in accordance with state law.

Certification

By signing below, the undersigned Respondent certifies that they have read and understood the requirements of Texas Government Code §2252.908 and 1 TAC Chapter 46 and that a completed Form 1295 will be filed and provided to the City prior to contract execution, if applicable.

The Respondent further understands that the Form 1295 itself must be signed in accordance with TEC requirements.

Signature: Galiguer Manjarrez

Printed Name: Galiguer Manjarrez

Title: Owner / President

Date: 08/11/2026

Company Name: Xtreme Security & Fire

Phone: (956) 592-0441

Email: galiguer@xtremesecurity.us



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:
2026-1503661

Date Filed:
08/17/2026

Date Acknowledged:
08/18/2026

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

Xtreme Security & Fire
Brownsville, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Security

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.

348-26-EPMO-CP
Security Cameras

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:	Roberto Montalvo, Assistant Director Internal Services
Date:	Tuesday, September 1, 2026
Agenda #:	Consideration and **ACTION** to approve a Contract with ARGIO Roofing & Construction, LLC in the amount of $285,131.87 for Contract No. 346-26-ISD-CP, for repairs to the Market Square Dome, as budgeted. (Internal Services Department)

Summary:

The Internal Services Department requests authorization for a contract with ARGIO Roofing & Construction, LLC for necessary repairs to the Market Square Dome. The total contract amount is $285,131.87 under Contract No. 346-26-ISD-CP, with a performance term of 180 calendar days following issuance of the Notice to Proceed.

The repairs are required to address facility integrity concerns and ensure continued safe use of the Market Square structure. Procurement has confirmed that the project qualifies for a Cooperative Purchase Exemption under Texas Local Government Code §271.102, utilizing the active Choice Partners Cooperative Contract No. 23/041MR-02.

Project Scope and Analysis:

The Internal Services Department has identified essential repairs needed to preserve the Market Square Building Dome and ensure its long-term safety and functionality. The project scope includes the following:

- **Dome Repair:** Structural and surface repairs to restore integrity and prevent further deterioration of the dome.
- **Tile Replacement:** Removal and replacement of damaged or deteriorated tiles to maintain structural stability and weather protection.
- **Bell Tower Repair:** Rehabilitation of the bell tower to address identified structural issues, prevent water intrusion, and preserve historical design elements.

All labor, materials, equipment, and safety measures necessary to complete this work will be provided in accordance with the Contract Documents, **Choice Partners Cooperative Contract No. 23/041MR-02**, and all applicable historical preservation guidelines set forth by the City of

Brownsville.

- **Project Title:** Market Square Dome – Repair Project
- **Contract Number:** 346-26-ISD-CP
- **Vendor:** ARGIO Roofing & Construction, LLC
- **Contract Amount:** $285,131.87
- **Contract Term:** 180 Calendar Days (from issuance of Notice to Proceed)
- **Procurement Method:** Cooperative Purchase Exemption (Texas Local Gov't Code §271.102)

Funding:

Source: 808-8110-9136

Amount: $285,131.87

Local Contribution if Applicable: N/A

Recommendation:

The Internal Services Department recommends authorizing a contract with ARGIO Roofing & Construction, LLC for repairs to the Market Square Dome under Choice Partners Cooperative Contract No. 23/041MR-02, meeting all cooperative purchase exemption requirements outlined in Texas Local Government Code §271.102, as budgeted.

Commission Pillar:

Infrastructure

Attachments:

1. Procurement Analysis 346-26-ISD-CP
2. 346-26-ISD-CP-Argio Roofing- Market Square Dome Repairs-Argio (Legal)

PROCUREMENT ANALYSIS

Date: Tuesday, August 18, 2026
To: Mr. John Cowen Jr., City Mayor
From: Mr. Alan Guard, Interim City Manager
CC: Mr. Damian Espinoza, Procurement Director
Mr. Juan P. Villarreal, Internal Services Director

Agenda Title:
Agenda Item for the City Commission meeting of Tuesday, September 1, 2026.
"Consideration and Action to Authorize a Contract with ARGIO Roofing & Construction, LLC in the amount of $285,131.87 for Contract No. 346-26-ISD-CP, for a term of 180 Calendar Days after issuance of Notice to Proceed, for repairs to the Market Square Dome. (Internal Services Department)."

Executive Summary:

- Department: Internal Services Department
- Exemption Type: Cooperative Purchase Exemption
- Contract Number: 346-26-ISD-CP
- Vendor: ARGIO Roofing & Construction, LLC
- Contract Amount: $285,131.87
- Term: 180 Calendar Days after issuance of Notice to Proceed

Background:
The Internal Services Department identified the need for repairs to the Market Square Dome to address necessary facility improvements and maintain the integrity and functionality of the structure. These repairs will help preserve the facility and support its continued use.

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 scope of work falls under the active Choice Partners Cooperative Contract No. 23/041MR-02.

Vendor Information:
ARGIO Roofing & Construction, LLC
413 S A St., Harlingen, Texas 78550
Point of Contact: Leo Aguilar, PM
Phone/Email: (956) 364-3483 | laguilar@argioroofing.com

Exhibits & Supporting Documents:

- Exhibit A – Quote
- Exhibit B – Choice Partners Cooperative Contract No. 23/041MR-02.
- Exhibit C – Acknowledged Form 1295

Recommendation:

The Procurement Department recommends that the City Commission authorize a contract with **ARGIO Roofing & Construction, LLC** for the repairs to the Market Square Dome under Choice Partners Cooperative Contract No.23/041MR-02 in compliance with Texas Local Gov't Code §271.102.

Roberto J Ruiz *Architect, Incorporated*
615 West Tandy Road · Brownsville, Texas 78520

08/04/26

Mr. Juan P. Villarreal
Director of Internal Services
City of Brownsville
6035 Jaime J. Zapata Ave, Bldg B
Brownsville, TX 78520

Re: Market Square Building Tower & Dome Evaluation and Assessment Project

Dear Mr. Villarreal,

As per your request, this letter will serve to set forth that I have reviewed the latest revised proposal information (see attached) as submitted by Argio Roofing & Construction, LLC, for the above referenced project. I'm satisfied that the revised proposal is an accurate representation of the work in the Contract Documents.

I've reviewed the revisions to Argio's original proposal dated 05/11/26 which have resulted in a project cost increase of $4,261.07. I feel that the adjustments are reasonable and in line with project cost increases that are currently being experienced on other projects of similar scope in our area.

The Associated General Contractors, American Institute of Architects, and other industry organizations are confirming that these cost increases are being experienced nationwide.

I've worked with Argio on several other projects that were successfully completed on time and within budget. Therefore, it's my professional recommendation that, to lock in the current prices, the City of Brownsville should award this construction contract to Argio as quickly as possible and commence immediately upon contract execution.

Please contact me at your earliest convenience if you have any questions or if I can provide any additional information at this time.

Thank you,



Roberto J Ruiz

(956) 350-9195 office / roberto@ruizarchitectinc.com

8/3/26

Juan P. Villarreal
City of Brownsville
1001 East Elizabeth Street
Brownsville, Texas

Project: Market Square Building Bell Tower & Dome Concerns
Evaluation and Assessment Project.

Dear Mr. Villarreal,

The following letter is to explain the cost increase in the proposal submitted on May 11, 2026. Over the last eighty calendar days, we have experienced price increases on several construction materials. We have also experienced a price increase in freight fees due to the high cost of diesel fuel.

Our cost proposal has increased a total of $4,261,07 due to the price increase on mortar, tile, waterproofing, and freight fees. Our labor and cost of rental equipment have remained the same.

It is our interest to receive approval from the owner, as early as possible, to lock in the prices for the materials as specified for this project.

If any other information is needed, please contact our office and ask for Leo Aguilar, CM.

Thank you,

Leo Aguilar, CM
Argio Roofing & Construction, LLC.

CC: Roberto J Ruiz, AIA

MARKET SQUARE BUILDING BELL TOWER & DOME CONCERNS EVALUATION AND ASSESSMENT PROJECT
CITY OF BROWNSVILLE

REVISED 4/21/26

REVISED 5/11/26

Project:

MARKET SQUARE BUILDING BELL TOWER & DOME CONCERNS EVALUATION AND ASSESSMENT PROJECT

Project Location: 1050 Market Square Street, Brownsville, Texas.

Owner: City of Brownsville, 1001 East Elizabeth Street, Brownsville, Texas.

Owner's Representative:

Roberto Baez, MBA, CPM – Special Projects Manager – City of Brownsville – (956) 547-6501

Due Date: 4/13/2026

Proposal of **ARGIO Roofing & Construction, LLC** hereinafter called BIDDER, a

Choice Partners # 23-041-MR-02

corporation organized and existing under the laws of the State of **Texas** , or a partnership or an individual doing business as **Limited Liability Corporation** .

To: The City of Brownsville, hereinafter called OWNER.

Gentlemen:

The undersigned BIDDER proposes to furnish all labor, materials, tools, appliances, and facilities to perform certain work and services required for the construction, accomplishment, and completion in a workmanlike manner, in accordance with the Contract Documents dated 10/15/21, prepared by ROBERTO J RUIZ ARCHITECT, INC., for the City of Brownsville for:

MARKET SQUARE BUILDING BELL TOWER & DOME CONCERNS EVALUATION AND ASSESSMENT PROJECT

The undersigned BIDDER has Examined the proposed site, and being familiar with all conditions surrounding the construction Project, including the availability of labor, utilities and materials; that he will furnish all necessary bonds and insurance, machinery, tools, apparatus, and other means of constructions and will do all the work and furnish all materials required of him within the time and in the manner prescribed, and for the prices stated herein.

The undersigned BIDDER further declares that he understands the exact scope of the Project and that he is willing to perform any increase or any decrease in the work in accordance with the provisions of the Contract documents.

The undersigned BIDDER agrees to furnish all insurance policies of the types and in the amounts specified in the GENERAL INFORMATION, CONDITIONS AND REQUIREMENTS of the Specifications and Agreement with the City of Brownsville

The undersigned BIDDER further agrees to complete the project and achieve Substantial Completion within Number of calendar Days **One Hundred Eighty** (**180**)

BASE BID (Proposal): The basis of this BASE BID Proposal will be for all work as noted in the Contract Documents dated 4/13/2026. All work under the BASE BID shall be performed by the same General Contractor.

- **Tile for repairs – 8 weeks lead time after submittal approval.**
- **New tile for total replacement- 16 weeks lead time after submittal approval.**

MARKET SQUARE BUILDING BELL TOWER & DOME CONCERNS

EVALUATION AND ASSESSMENT PROJECT

CITY OF BROWNSVILLE

To perform all the work described in the Contract Documents
for the following Lump Sum (which includes any and all applicable fees):

For the complete work of:
MARKET SQUARE BUILDING BELL TOWER & DOME CONCERNS
EVALUATION AND ASSESSMENT PROJECT
CITY OF BROWNSVILLE

BID PROPOSAL MADE BY: __**ARGIO Roofing & Construction, LLC**_____

Base Bid Proposal : Contractor to bid all labor and material as noted in the Contract documents to provide
MARKET SQUARE BUILDING BELL TOWER & DOME CONCERNS
EVALUATION AND ASSESSMENT PROJECT
CITY OF BROWNSVILLE

	ALTERNATES	
	Option A - Repairs	**Option B - Replacement**
Dome Work	**$ 50,118.00**	**$61,271.00** $63,441.95
Bell Tower Repairs	**$50,168.00**	**$50,168.00** $51,289.80
Scaffolding	**$33,640.00**	**$33,640.00** $33,640.00
Tower Steel Grilles Restoration	**$15,247.00**	**$15,247.00** $15,247.00
Equipment, Supervision GC's	**$113,327.00**	**$116,394.000** $117,299.35
Payment and Performance Bond	**$3,937.50**	**$4,150.80** $4,213.77

Total Sum of Bid Proposal	**$266,437.50**	**$280,870.80** $285,131.87

ALLOWANCES:

Below allowances are to be included in the base bid (as referenced in Specification Section 012100 "Allowances." At project closeout, credit unused amounts remaining in allowances to Owner.

SCHEDULE OF ALLOWANCE

A. Quantity Allowance No. 1 – Include in the Base Bid the quantity of 20 SF of Spalling Repair using Sika Products in accordance with the Structural Documents.

B. Quantity Allowance No. 2 – Include in the Base Bid the quantity of 40 LF of Crack Repair using Sika Products and in accordance with the Structural Documents.

C. Quantity Allowance No. 2 – Include in the Base Bid the quantity of 30 SF of Portland Cement Plaster over Masonry using Standard Cement Plaster Material Products and in accordance with the Contract Documents.

D. Quantity Allowance No. 3 – Allow the sum of $3,500.00 for any additional work required under hidden conditions.

UNIT PRICES:

Below unit prices are not to be included in the base bid (as referenced in Specification Section 012200 "Unit Prices") but must be filled out at time of Bid submittal. They will be used for any addition or deduction in the quantities found in the field.

SCHEDULE OF UNIT PRICES

A. Unit Prices: Unit Cost Allowances shall be established by the Contractor as a line item in his bid for each item noted and as mutually agreed upon between the Owner and the Contractor. Contractor shall show as a line item under the Contractor's bid and the Schedule of Values.

1. Provide a Unit price per one sq.ft. to repair Spalling in accordance with the contract documents.

One Hundred Eighty Dollars - $ **180.00**

2. Provide a Unit price per linear one lf. to repair Cracks in accordance with the contract documents.

One Hundred Forty Dollars - $ **140.00**

3. Provide a Unit price per one sq.ft. to repair of Portland Cements Plaster in accordance with the contract documents.

Eighty Dollars - $ **80.00**

If awarded this Contract, the undersigned will execute a satisfactory construction Contract, performance bond, labor and material payment bond and proof of insurance coverage, with the Owner for the entire work as per the Contract documents within ten (10) days after notice of award.

It is agreed that this proposal is subject to the Owner's acceptance within a period of thirty (30) days from the above date of bid opening.

The undersigned agrees to the following:

A. To furnish all materials as shown and specified in the Contract Documents.

B. To start work within 10 days after Notice to Proceed.

C. The undersigned further agrees to complete the project and achieve substantial completion as noted in this bid proposal form.

D. Contractor is to pay for all fees and apply for permits as required. Contractor must obtain a Building Permit but the City of Brownsville will waive the fee for said permit.

E. Contractor has visited the job site and is familiar with all work to be performed under the contract documents. Contractor to verify all existing conditions and has verified all dimensions and quantities based on field conditions.

F. Due to the historical significance of this building, the Contractor is abiding by all Historical Guidelines as established by the City Historical Committee.

G. Contractor to include in Bid all allowances as noted in Specification Section 012100 Allowances.

H. Contractor to insert all unit prices on Bid Proposal form at time of Bid submission.

I. BIDDER understands that the OWNER reserves the right to reject any or all bids and to waive any informality in the bidding.

The undersigned hereby declares that only the persons or firms interested in the proposal as principal or principals are named herein, and that no other persons or firms than are herein mentioned have any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any other person, company, or parties likewise submitting a Bid or proposal; and that it is in all respects for and in good faith, without collusion or fraud.

Upon receipt of written notice of the acceptance of this Bid, BIDDER will execute the formal contract attached within ten (10) days and deliver the Performance and Payment Bonds, the Insurance Certificates, and any other documents as required under the GENERAL CONDITIONS.

BIDDER Acknowledges receipt of the following addenda:

ADDENDUM NUMBER	DATE	ACKNOWLEDGEMENT
#1	04/21/2026	RE

Respectfully submitted,

By: _____
Signature

President
Title

413 S A Street
Address

Harlingen, TX 78550

Seal affixed here if BID is by a Corporation

Attest: Marisol Santana

Exhibit B

The City is purchasing under Choice Partners Cooperative Contract No. 23/041MR-02. The terms and conditions of the cooperative contract are incorporated herein by reference to the extent applicable to this Agreement. A copy of the cooperative contract may be accessed at the following link:

https://acrobat.adobe.com/id/urn:aaid:sc:US:1ca2ec88-1e56-4c9a-bbe3-252570855bd4

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:
2026-1504267

Date Filed:
08/18/2026

Date Acknowledged:
08/18/2026

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

ARGIO Roofing & Construction, LLC
Harlingen, 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.

346-26-ISD-CP
Market Square Dome Repairs

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
ARGIO Roofing & Construction, LLC	Harlingen, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

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

COOPERATIVE PURCHASE AGREEMENT
346-26-ISD-CP

This Cooperative Purchase Agreement ("Agreement") is entered into by and between ARGIO Roofing & Construction, LLC ("Vendor") and the City of Brownsville ("City"), a Texas home rule municipality.

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

1. This Cooperative Purchase Agreement.
2. Exhibit A – Proposal
3. Exhibit B – Choice Partners Cooperative Contract No.23/041MR-02
4. Exhibit C – Form 2- Statement of Conflict of Interest
5. Exhibit D – Insurance (ACORD 25 Certificate of Insurance)
6. Exhibit E – Form 3 – Texas Ethics Commission Certificate of Interested Parties (1295)
7. Exhibit F – Payment and Performance Bonds (Required upon Approval by City Commission)

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

City shall pay Vendor in accordance with the fee schedule in Exhibit A and in accordance with the provisions of this Agreement. The total contract amount for the Work described in this Agreement is Two Hundred Eighty-Five Thousand One Hundred Thirty-One Dollars and Eighty-Seven Cents ($285,131.87), as reflected in the Vendor's lump-sum proposal attached as Exhibit A. Vendor shall not provide any additional items or services or bill for expenses incurred for City not specified by this Agreement unless City requests and approves in writing the additional costs for such services. Any changes to the scope of work or adjustments to the contract amount shall be made only through a written change order approved by the City. City shall not be liable for any additional expenses of Vendor not specified by this Agreement unless City first approves such expenses in writing.

The term of this Agreement shall commence upon approval by the City Commission or designee and shall continue until the Work is substantially complete, which shall occur within one hundred eighty (180) calendar days after issuance of the Notice to Proceed, unless terminated earlier in accordance with this Agreement. Notwithstanding the foregoing, the parties understand and acknowledge that the Choice Partners Cooperative Contract No.23/041MR-02 that the City is relying on for cooperative purchase expires on ~~April 30, 2026~~, and may be renewed for additional terms. This Agreement shall not extend beyond the term of the underlying Buyboard contract, including any renewals.

Current Expiration Date: August 15, 2027

Vendor agrees that City shall, until the expiration of final payment under this Agreement, or the final conclusion of any audit commenced during the said three years, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records, including, but not limited to, all electronic records,

of Vendor involving transactions relating to this Agreement at no additional cost to City. Vendor agrees that City shall have access during normal working hours to all necessary Vendor facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. City shall give Vendor reasonable advance notice of intended audits.

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

Payment and Performance Bond Requirements

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

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

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

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

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

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

Bid Bonds. Performance Bonds. Payment Bonds, and Extended Warranty Bonds issued by a corporate surely

company not licensed to do business in the State of Texas ***will not be accepted.***

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

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

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

To VENDOR:
ARGIO Roofing & Construction, LLC

413 S A St.
Harlingen, Texas 78550

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

CITY OF BROWNSVILLE:	VENDOR:
Signature: _____	Signature: _____
Print Name: _____	Print Name: Rogerio Escobedo
Title: _____	Title: President
Date: _____	Date: August 14, 2026

APPROVED AS TO FORM

Alyssa J. Castillon
Assistant City Attorney

Roberto J Ruiz *Architect, Incorporated*
615 West Tandy Road · Brownsville, Texas 78520

08/04/26

Mr. Juan P. Villarreal
Director of Internal Services
City of Brownsville
6035 Jaime J. Zapata Ave, Bldg B
Brownsville, TX 78520

Re: Market Square Building Tower & Dome Evaluation and Assessment Project

Dear Mr. Villarreal,

As per your request, this letter will serve to set forth that I have reviewed the latest revised proposal information (see attached) as submitted by Argio Roofing & Construction, LLC, for the above referenced project. I'm satisfied that the revised proposal is an accurate representation of the work in the Contract Documents.

I've reviewed the revisions to Argio's original proposal dated 05/11/26 which have resulted in a project cost increase of $4,261.07. I feel that the adjustments are reasonable and in line with project cost increases that are currently being experienced on other projects of similar scope in our area.

The Associated General Contractors, American Institute of Architects, and other industry organizations are confirming that these cost increases are being experienced nationwide.

I've worked with Argio on several other projects that were successfully completed on time and within budget. Therefore, it's my professional recommendation that, to lock in the current prices, the City of Brownsville should award this construction contract to Argio as quickly as possible and commence immediately upon contract execution.

Please contact me at your earliest convenience if you have any questions or if I can provide any additional information at this time.

Thank you,

Roberto J Ruiz

(956) 350-9195 office / roberto@ruizarchitectinc.com

8/3/26

Juan P. Villarreal
City of Brownsville
1001 East Elizabeth Street
Brownsville, Texas

Project: Market Square Building Bell Tower & Dome Concerns
Evaluation and Assessment Project.

Dear Mr. Villarreal,

The following letter is to explain the cost increase in the proposal submitted on May 11, 2026. Over the last eighty calendar days, we have experienced price increases on several construction materials. We have also experienced a price increase in freight fees due to the high cost of diesel fuel.

Our cost proposal has increased a total of $4,261,07 due to the price increase on mortar, tile, waterproofing, and freight fees. Our labor and cost of rental equipment have remained the same.

It is our interest to receive approval from the owner, as early as possible, to lock in the prices for the materials as specified for this project.

If any other information is needed, please contact our office and ask for Leo Aguilar, CM.

Thank you,

Leo Aguilar, CM
Argio Roofing & Construction, LLC.

CC: Roberto J Ruiz, AIA

Exhibit A

Proposal

MARKET SQUARE BUILDING BELL TOWER & DOME CONCERNS EVALUATION AND ASSESSMENT PROJECT
CITY OF BROWNSVILLE

REVISED 4/21/26

REVISED 5/11/26

Project:

MARKET SQUARE BUILDING BELL TOWER & DOME CONCERNS EVALUATION AND ASSESSMENT PROJECT

Project Location: 1050 Market Square Street, Brownsville, Texas.

Owner: City of Brownsville, 1001 East Elizabeth Street, Brownsville, Texas.

Owner's Representative:

Roberto Baez, MBA, CPM – Special Projects Manager – City of Brownsville – (956) 547-6501

Due Date: 4/13/2026

Proposal of **ARGIO Roofing & Construction, LLC** hereinafter called BIDDER, a

Choice Partners # 23-041-MR-02

corporation organized and existing under the laws of the State of **Texas**, or a partnership or an individual doing business as **Limited Liability Corporation**.

To: The City of Brownsville, hereinafter called OWNER.

Gentlemen:

The undersigned BIDDER proposes to furnish all labor, materials, tools, appliances, and facilities to perform certain work and services required for the construction, accomplishment, and completion in a workmanlike manner, in accordance with the Contract Documents dated 10/15/21, prepared by ROBERTO J RUIZ ARCHITECT, INC., for the City of Brownsville for:

MARKET SQUARE BUILDING BELL TOWER & DOME CONCERNS EVALUATION AND ASSESSMENT PROJECT

The undersigned BIDDER has Examined the proposed site, and being familiar with all conditions surrounding the construction Project, including the availability of labor, utilities and materials; that he will furnish all necessary bonds and insurance, machinery, tools, apparatus, and other means of constructions and will do all the work and furnish all materials required of him within the time and in the manner prescribed, and for the prices stated herein.

The undersigned BIDDER further declares that he understands the exact scope of the Project and that he is willing to perform any increase or any decrease in the work in accordance with the provisions of the Contract documents.

The undersigned BIDDER agrees to furnish all insurance policies of the types and in the amounts specified in the GENERAL INFORMATION, CONDITIONS AND REQUIREMENTS of the Specifications and Agreement with the City of Brownsville

The undersigned BIDDER further agrees to complete the project and achieve Substantial Completion within Number of calendar Days **One Hundred Eighty** (**180**)

BASE BID (Proposal): The basis of this BASE BID Proposal will be for all work as noted in the Contract Documents dated 4/13/2026. All work under the BASE BID shall be performed by the same General Contractor.

- **Tile for repairs – 8 weeks lead time after submittal approval.**
- **New tile for total replacement- 16 weeks lead time after submittal approval.**

MARKET SQUARE BUILDING BELL TOWER & DOME CONCERNS

EVALUATION AND ASSESSMENT PROJECT

CITY OF BROWNSVILLE

To perform all the work described in the Contract Documents
for the following Lump Sum (which includes any and all applicable fees):

For the complete work of:
MARKET SQUARE BUILDING BELL TOWER & DOME CONCERNS
EVALUATION AND ASSESSMENT PROJECT
CITY OF BROWNSVILLE

BID PROPOSAL MADE BY: **ARGIO Roofing & Construction, LLC**

Base Bid Proposal : Contractor to bid all labor and material as noted in the Contract documents to provide
MARKET SQUARE BUILDING BELL TOWER & DOME CONCERNS
EVALUATION AND ASSESSMENT PROJECT
CITY OF BROWNSVILLE

	ALTERNATES	
	Option A - Repairs	**Option B - Replacement**
Dome Work	**$ 50,118.00**	**$61,271.00** $63,441.95
Bell Tower Repairs	**$50,168.00**	**$50,168.00** $51,289.80
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Tower Steel Grilles Restoration	**$15,247.00**	**$15,247.00** $15,247.00
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Payment and Performance Bond	**$3,937.50**	**$4,150.80** $4,213.77

Total Sum of Bid Proposal	**$266,437.50**	**$280,870.80** $285,131.87

ALLOWANCES:

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SCHEDULE OF ALLOWANCE

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C. Quantity Allowance No. 2 – Include in the Base Bid the quantity of 30 SF of Portland Cement Plaster over Masonry using Standard Cement Plaster Material Products and in accordance with the Contract Documents.

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Eighty Dollars - $ **80.00**

If awarded this Contract, the undersigned will execute a satisfactory construction Contract, performance bond, labor and material payment bond and proof of insurance coverage, with the Owner for the entire work as per the Contract documents within ten (10) days after notice of award.

It is agreed that this proposal is subject to the Owner's acceptance within a period of thirty (30) days from the above date of bid opening.

The undersigned agrees to the following:

A. To furnish all materials as shown and specified in the Contract Documents.

B. To start work within 10 days after Notice to Proceed.

C. The undersigned further agrees to complete the project and achieve substantial completion as noted in this bid proposal form.

D. Contractor is to pay for all fees and apply for permits as required. Contractor must obtain a Building Permit but the City of Brownsville will waive the fee for said permit.

E. Contractor has visited the job site and is familiar with all work to be performed under the contract documents. Contractor to verify all existing conditions and has verified all dimensions and quantities based on field conditions.

F. Due to the historical significance of this building, the Contractor is abiding by all Historical Guidelines as established by the City Historical Committee.

G. Contractor to include in Bid all allowances as noted in Specification Section 012100 Allowances.

H. Contractor to insert all unit prices on Bid Proposal form at time of Bid submission.

I. BIDDER understands that the OWNER reserves the right to reject any or all bids and to waive any informality in the bidding.

The undersigned hereby declares that only the persons or firms interested in the proposal as principal or principals are named herein, and that no other persons or firms than are herein mentioned have any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any other person, company, or parties likewise submitting a Bid or proposal; and that it is in all respects for and in good faith, without collusion or fraud.

Upon receipt of written notice of the acceptance of this Bid, BIDDER will execute the formal contract attached within ten (10) days and deliver the Performance and Payment Bonds, the Insurance Certificates, and any other documents as required under the GENERAL CONDITIONS.

BIDDER Acknowledges receipt of the following addenda:

ADDENDUM NUMBER	DATE	ACKNOWLEDGEMENT
#1	04/21/2026	RE

Respectfully submitted,

By: _____
Signature

President
Title

413 S A Street
Address

Harlingen, TX 78550

Seal affixed here if BID is by a Corporation

Attest: Marisol Santana

Exhibit B

The City is purchasing under Choice Partners Cooperative Contract No. 23/041MR-02. The terms and conditions of the cooperative contract are incorporated herein by reference to the extent applicable to this Agreement. A copy of the cooperative contract may be accessed at the following link:

https://acrobat.adobe.com/id/urn:aaid:sc:US:1ca2ec88-1e56-4c9a-bbe3-252570855bd4

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

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: Rogerio Escobedo

Title: President

Date: August 14, 2026

Company Name: ARGIO Roofing & Construction LLC

Phone: 956-364-3483

Email: office@argioroofing.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.**

ARGIO Roofing & Construction LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

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

N/A

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

N/A

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

7

Signature of vendor doing business with the governmental entity

August 14, 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.

EXHIBIT "D"

INSURANCE

Contractor shall obtain and maintain insurance coverage as agreed in paragraph 7 of the City of Brownsville Contract Agreement and ensure that coverage with the parameters contained herein remains in full force at all times during the contract period as follows:

1. **Workers' Compensation and Employers' Liability Insurance**

   Minimum Limits Consistent with Texas Worker's Compensation Act (Section 401):

   1. $100,000 bodily injury each accident
   2. $500,000 bodily injury by disease policy limit
   3. $100,000 Bodily injury by disease each employee

   Any firm performing work for or on behalf of the City of Brownsville must provide Workers' Compensation insurance.

2. **Commercial General Liability Insurance**

   Covering premises-operations, products-completed operations, independent Contractors and contractual liability, with a combined single limit bodily injury/property damage of $1,000,000. This coverage must include, but not be limited to:

   1. Coverage for the liability assumed by the Contractor under the indemnity provision of the contract.
   2. Coverage for Premises/Operations
   3. Products/Completed Operations
   4. Broad Form Contractual Liability
   5. Independent Contractors

3. **Automobile Liability Insurance**

   Covering all owned, hired and non-owned automobile equipment with the following Limits:

   1. Bodily injury

      $250,000 each person,

      $500,000 each occurrence

   2. Property damage

      $100,000 each occurrence

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/10/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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: Patsy Beall ACSR	
Texas First Insurance 7900 Emmett F. Lowry Expy Texas City TX 77591	PHONE (A/C, No, Ext): (409)934-8000	FAX (A/C, No): (409)935-1883
	E-MAIL ADDRESS: patsy.beall@texasfirst.insurance	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Mesa Underwriters Specialty Ins Co	36838
INSURED Argio Roofing & Construction, LLC 413 South A Street Harlingen TX 78550	INSURER B: Palomar Excess & Surplus Insurance Comp	16754
	INSURER C: Texas Mutual Insurance Company	22945
	INSURER D: Lexington Insurance Co	19437
	INSURER E: Argonaut Ins Co	
	INSURER F: Starr Surplus Lines Ins Co	

COVERAGES **CERTIFICATE NUMBER:** CL25102443619 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X Per Project $5M GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			MP0082001010813	10/22/2025	10/22/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 100,000 5,000 1,000,000 2,000,000 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	
B	[ ] UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			PES-XS-01-7010	10/22/2025	10/22/2026	EACH OCCURRENCE AGGREGATE	$ $	5,000,000 5,000,000
C E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0001277661 WC 928928783364-Out of State	10/22/2025 10/22/2025	10/22/2026 10/22/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $	 1,000,000 1,000,000 1,000,000
F	Professional Liability Primary			TMS1000184251	10/22/2025	10/22/2026	Each Claim/Aggregate Limits		$5M / $5M
D	Professional Liability Excess			015136876	10/22/2025	10/22/2026	Each Claim/Aggregate Limits		$2M / $2M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: COB - MARKET SQUARE STRUCTURE, DOME AND ROOF PROJECT
1150 MARKET SQUARE
BROWNSVILLE, TX 78521 - The General Liability &Professional Liablity policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder & the General Liability, Professional Liabilit & Workers Compensation policies include a blanket automatic waiver of subrogation endorsement that provides waiver of subrogation wording to the certificate holder. These endorsements, to the extent provided in the policy, all apply when there is a written contract

CERTIFICATE HOLDER

CITY OF BROWNSVILLE
1034 E LEVEE ST
BROWNSVILLE, TX 78521

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

G Blystone CIC/PATSY

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COMMENTS/REMARKS

between the named insured & the certificate holder that requires such status. The General Liability policy will pay for a covered loss on a primary basis and the Company will not seek contribution from the Certificate Holder for such loss. Inland Marine polcy for Leased/Rented Equipment-Any One Item Policy Limits $150,000 and Installation Floater limit $250,000 are on Travelers Lloyds Insurance Policy # QT-660-5N31526A-TLC-25 with a policy term of 10/22/2025 to 10/22/2026. Inland Marine policy includes a Blanket Loss Payee Clause.

COPYRIGHT 2000, AMS SERVICES INC.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

Primary And Noncontributory Insurance

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

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

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

 © Insurance Services Office, Inc., 2012

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization to which you are obligated by virtue of a written contract to provide insurance such as is afforded by this policy, but only with respect to (1) occurrences taking place after such written contract has been executed and (2) occurrences resulting from work performed by you during the policy period, or occurrences resulting from the conduct of your business during the policy period. .	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

 © ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization to which you are obligated by virtue of a written contract to provide insurance such as is afforded by this policy, but only with respect to (1) occurrences taking place after such written contract has been executed and (2) occurrences resulting from work performed by you during the policy period. A person or organization that qualifies as an “insured” under the above paragraph of this Endorsement shall be an additional insured solely with respect to such additional insured’s for “bodily injury,” property damage” or “personal and advertising injury” caused in whole or in part by your acts or omissions in the performance of “your work” for the additional insured on or at “commercial construction projects.” For the purposes of this Endorsement, “commercial construction projects” are defined as buildings or structures constructed for commercial use and also includes apartments, hotels, homes for the aged, dormitories or barracks. However, “commercial construction projects” shall not include any building or structure which contains individual owner occupied units or dwellings.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

 © ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization to which you are obligated by virtue of a written contract to provide insurance such as is afforded by this policy, but only with respect to (1) occurrences taking place after such written contract has been executed and (2) occurrences resulting from work performed by you during the policy period, or occurrences resulting from the conduct of your business during the policy period.

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

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section **IV** – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

 Copyright, Insurance Services Office, Inc., 1992

MESA UNDERWRITERS SPECIALTY
INSURANCE COMPANY

Policy Number: MP0082001010813

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS / COMPLETED OPERATIONS COVERAGE PART
OWNERS AND CONTRACTOR PROTECTIVE LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL EXCESS LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
SITE SPECIFIC POLLUTION LIABILITY COVERAGE PART
TRANSPORTATON POLLUTION COVERAGE PART
SITE-SPECIFIC POLLUTION LEGAL LIABILITY POLICY
COMMERCIAL PROPERTY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART

Name and Address Of Person(s) Or Organization(s): **Any person or organization to which you are obligated by virtue of a written contract to provide written notice of policy cancellation and which we have been provided their name and address.**
Name and Address Of Person(s) Or Organization(s)
Name and Address Of Person(s) Or Organization(s)
Name and Address Of Person(s) Or Organization(s):
Additional Premium: **Included**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

If we cancel this policy, we will give written notice to the person(s) or organization(s), shown in the schedule, above, at least:

(1) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

Proof of mailing will be sufficient proof of notice.

We will not be responsible for mailing notice to any person or organization whose name and address has not been provided to us within 14 days after the insured is made aware of the notice requirement to the person or organization.

However, if the insured fails to meet the requirement above, but we receive the name and address, no later than 7 days before we mail notice to the insured, we will endeavor to provide notice pursuant to this endorsement.

All Other Terms and Conditions Remain Unchanged.

TexasMutual®

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY

WC 42 03 04 B
Insured copy

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver
   Name of person or organization
   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: All Texas operations
3. Premium:
   The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 10/22/25 **at 12:01 a.m.** standard time, forms a part of:

Policy no. 0001277661 of Texas Mutual Insurance Company effective on 10/22/25

Issued to: ARGIO ROOFING & CONSTRUCTION LLC

Jeanette Ward

This is not a bill

Authorized representative

NCCI Carrier Code: 29939

10/21/25

PO Box 12058, Austin, TX 78711-2058
texasmutual.com | (800) 859-5995 | Fax (800) 359-0650

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/10/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

State Farm

TITO RESENDEZ, AGENT
STATE FARM INSURANCE
922 E HARRISON AVE
HARLINGEN, TX 78550

CONTACT NAME: MICHAEL PLATA
PHONE (A/C, No, Ext): 956.423.8786 FAX (A/C, No): 956.423.8765
E-MAIL ADDRESS: MIKE@TITORESENDEZ.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

ARGIO ROOFING & CONSTRUCTION, LLC
413 SOUTH A ST
HARLINGEN, TX 78550

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

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

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	[ ] CLAIMS-MADE [ ] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	[ ] OTHER:							$
A	AUTOMOBILE LIABILITY			0018215-SFX-53	04/12/2026	10/12/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[X] ANY AUTO			251 8862-D24-53	04/24/2026	10/24/2026	BODILY INJURY (Per person)	$
	[X] OWNED AUTOS ONLY [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ]	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROJECT: COB - MARKET SQUARE STRUCTURE, DOME AND ROOF PROJECT
1150 MARKET SQUARE
BROWNSVILLE, TX 78521

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

Completed by an authorized State Farm representative. If signature is required, please contact a State Farm agent.

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Form 3 – Texas Ethics Commission Certificate of Interested Parties (Form 1295)

Purpose

This form serves as an acknowledgment of the statutory requirement for certain vendors to file a Certificate of Interested Parties (Form 1295) with the Texas Ethics Commission (TEC) before a contract can be executed with the City of Brownsville.

The requirement applies to any contract that:

- Must be approved by the City Commission or executed by a City official before becoming effective, or
- Otherwise meets the criteria established by the Texas Ethics Commission under Texas Government Code §2252.908 and 1 Texas Administrative Code Chapter 46.

Respondent Acknowledgment

By signing below, the Respondent certifies and acknowledges the following:

1. The Respondent has reviewed the requirements of Texas Government Code §2252.908 and 1 TAC Chapter 46.
2. When applicable, the Respondent shall complete and file Form 1295 electronically at https://www.ethics.state.tx.us/filinginfo/1295/ to obtain a Certificate Number issued by the TEC.
3. The Respondent shall print and provide a PDF copy to the City of Brownsville Procurement Department **after** notice of intent to award but prior to contract execution.
4. The Respondent understands that the City may not execute a contract until a completed and verified Form 1295 is received.
5. The Respondent acknowledges that the Certificate of Interested Parties will be made publicly accessible on the TEC's website in accordance with state law.

Certification

By signing below, the undersigned Respondent certifies that they have read and understood the requirements of Texas Government Code §2252.908 and 1 TAC Chapter 46 and that a completed Form 1295 will be filed and provided to the City prior to contract execution, if applicable.

The Respondent further understands that the Form 1295 itself must be signed in accordance with TEC requirements.

Signature: _____

Printed Name: Rogerio Escobedo

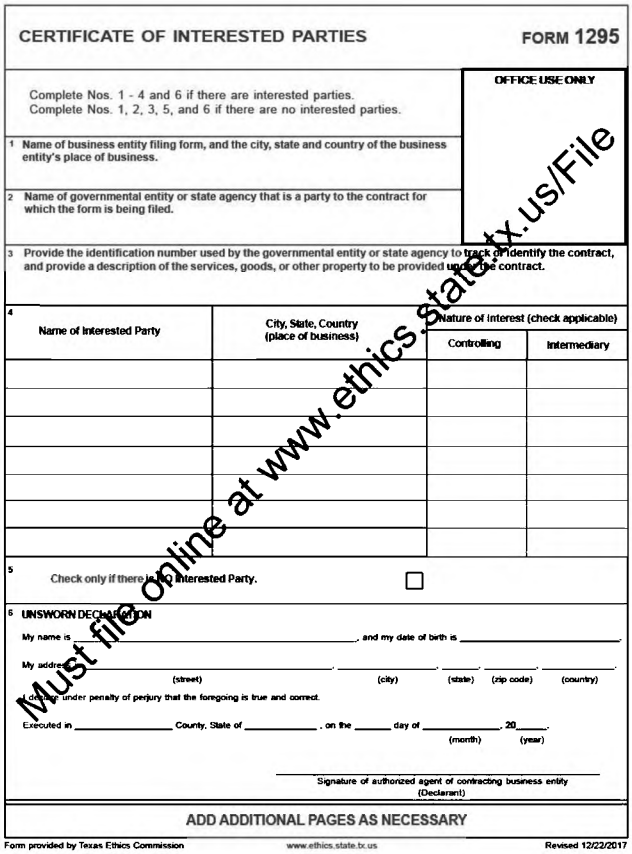
Title: President

Date: August 14, 2026

Company Name: ARGIO Roofing & Construction, LLC

Phone: 956-364-3483

Email: office@argioroofing.com



CERTIFICATE OF INTERESTED PARTIES — FORM 1295

OFFICE USE ONLY

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

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

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

Executed in _____ County, State of _____, on the _____ day of _____ (month), 20____ (year).

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

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 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:
2026-1504267

Date Filed:
08/18/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
ARGIO Roofing & Construction, LLC
Harlingen, 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.
346-26-ISD-CP
Market Square Dome Repairs

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
ARGIO Roofing & Construction, LLC	Harlingen, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Rogerio Escobedo, and my date of birth is 10-14-1978.

My address is 413 S A Street, Harlingen (city), TX (state), 78550 (zip code), USA (country).

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

Executed in CAMERON County, State of TEXAS, on the 18th day of August (month), 2026 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1504267

Date Filed:
08/18/2026

Date Acknowledged:
08/18/2026

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

ARGIO Roofing & Construction, LLC
Harlingen, 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.

346-26-ISD-CP
Market Square Dome Repairs

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
ARGIO Roofing & Construction, LLC	Harlingen, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

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

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Mayra Rios, City Secretary
Date:	Tuesday, September 1, 2026
Agenda #:	Consideration and **ACTION** to approve **Resolution Number 2026-118** supporting proposed state legislation that would require county election officials to offer annual election services contracts to municipalities conducting May municipal elections, while preserving each municipality's discretion whether to contract for those services. (Office of the City Secretary)

Summary:
The purpose of this item is to request City Commission support for proposed state legislation relating to municipal election services and to advocate for measures that will help municipalities administer local elections efficiently, consistently, and cost-effectively.

Texas municipalities are responsible for conducting municipal elections in compliance with the Texas Election Code and other applicable requirements. Election administration involves increasingly complex laws, voting systems, accessibility standards, election security measures, staffing, equipment, and procedural deadlines. County election officials maintain specialized election expertise and resources that can assist municipalities in conducting fair, efficient, and compliant elections.

Current state law does not require a county election official to offer election services annually to municipalities conducting May elections. Practices may therefore vary by county and may change because of personnel, policy, or operational decisions. The proposed legislation would establish a consistent statewide requirement that county election officials offer annual election services contracts to eligible municipalities. It would not require a municipality to enter into a contract or surrender its statutory authority; each city would retain the choice of whether contracting serves its local needs.

The sponsoring municipalities are requesting resolutions from cities across Texas so they can demonstrate broad, statewide support when presenting the proposal to legislators, state agencies, and municipal advocacy organizations. Brownsville's Resolution would become part of that collective record. The greater the number and geographic diversity of supporting cities, the stronger the evidence that this is a statewide municipal concern rather than an issue affecting only one community.

Commission support is also needed to advocate for long-term certainty. Even when our county currently contracts with municipalities, there is no guarantee that the practice will continue. County personnel, policies, available resources, and operational priorities may change. Without a statutory requirement to offer services, a municipality could have to assume election functions with limited notice, including securing compliant voting equipment, trained personnel, accessible polling operations, testing, programming, supplies, tabulation, reporting, and other specialized resources. The requested legislation would create a dependable annual opportunity to contract without obligating Brownsville to do so. This protects local decision-making while helping ensure that the City can evaluate county services each election cycle and select the arrangement that best supports voters, compliance, efficiency, and responsible use of public resources.

Adoption would add Brownsville's voice to the statewide municipal request and demonstrate support for consistent access to county election services.

Project Scope and Analysis:
The proposed legislation is intended to provide municipalities greater certainty from one election cycle to the next, improve access to trained election personnel and specialized equipment, promote consistency in election administration, reduce the risk of inadvertent noncompliance, and strengthen voter confidence. The proposal preserves local discretion because the County would be required to offer services, but the City would not be required to accept or contract for them.

Funding:

Source:

Amount:

Local Contribution if Applicable: No direct fiscal impact is associated with adoption of this Resolution.

Recommendation:
Staff recommends approval, as presented.

Commission Pillar:
Governance

Attachments:
1. Resolution 2026-118

CITY OF BROWNSVILLE, TEXAS
RESOLUTION NO. 2026-118

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, SUPPORTING LEGISLATION REQUIRING COUNTY ELECTION ADMINISTRATORS TO OFFER ANNUAL ELECTION SERVICES CONTRACTS TO MUNICIPALITIES CONDUCTING MAY ELECTIONS; PRESERVING MUNICIPAL DISCRETION WHETHER TO CONTRACT FOR SUCH SERVICES, AND PROFESSIONAL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City received a request to support legislation requiring county election officials to provide annual election services contracts to municipalities;

WHEREAS, the City of Brownsville recognizes that free, fair, accurate, and transparent elections are fundamental to maintaining public confidence in representative government; and

WHEREAS, municipal elections are governed by the Texas Election Code and require compliance with complex and evolving laws, procedures, voting-system requirements, accessibility standards, election-security measures, and statutory deadlines; and

WHEREAS, City Secretaries frequently serve as the election officials for municipalities while also carrying out numerous other statutory and administrative responsibilities on behalf of their communities; and

WHEREAS, County Election Administrators are specifically trained, staffed, and equipped to administer elections and maintain expertise in election procedures, voting systems, election security, accessibility, and legal compliance; and

WHEREAS, allowing municipalities the opportunity to contract annually with County Election Administrators promotes consistency, professionalism, efficiency, and public confidence in the administration of elections throughout the State of Texas; and

WHEREAS, current law does not require counties to offer election services contracts to municipalities on an annual basis, resulting in inconsistent practices among counties and unequal access to professional election administration services; and

WHEREAS, the City Commission believes that all Texas municipalities, regardless of size, should have the opportunity to utilize the expertise and resources of their County Election Administrator when conducting May municipal elections; and

WHEREAS, legislation requiring County Election Administrators to offer annual election services contracts for municipal May elections would:

- Strengthen the integrity, security, and public confidence of municipal elections;
- Promote statewide consistency in election administration;
- Reduce the risk of inadvertent noncompliance with increasingly complex election laws;

- Ensure municipalities have access to trained election professionals and specialized resources; and
- Enhance the efficient and effective administration of elections throughout Texas.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, THAT:

SECTION 1. The City Commission of the City of Brownsville hereby expresses its support for legislation that would require County Election Administrators to offer annual election services contracts to municipalities for May elections.

SECTION 2. The City Commission respectfully encourages Texas Legislature to consider and enact legislation that promotes uniformity, professionalism, and integrity in municipal election administration by ensuring municipalities have the opportunity to contract with their County Election Administrator on an annual basis.

SECTION 3. The City Commission directs the City Secretary to transmit a certified copy of this Resolution to the City's State Representative, the Governor of Texas, the Lieutenant Governor of Texas, the Speaker of the Texas House of Representatives, the Texas Secretary of State, members of the City's state legislative delegation, Texas Municipal League Government Relations, the Texas Municipal Clerks Association, and any other appropriate legislative or governmental organizations advocating for sound election administration.

SECTION 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED by the City Commission of the City of Brownsville, Texas, this 1st day of September, 2026.

ATTEST: **APPROVED:**

_____ _____

Mayra A. Rios, City Secretary John Cowen, Jr., Mayor

APPROVED AS TO FORM:

_____

Guillermo (Will) S. Trevino, City Attorney

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Marina Zolezzi, Interim Assistant City Manager
Date:	Tuesday, September 1, 2026
Agenda #:	Consideration and **ACTION** on **Resolution Number 2026-117A** 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.

On August 18, six members of the Commission appointed twelve (12) students to the Youth Advisory Board (two per Commission member). Two pending appointments are for the Mayor.

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. Twelve were appointed on August 18, 2 appointments for the Mayor are pending.

Funding:

Source: N/A

Amount: N/A

Local Contribution if Applicable: N/A

Recommendation:

Staff recommends the Mayor appoint one (1) primary member and one (1) alternate member.

Commission Pillar:
Governance

Attachments:
1. RESOLUTION NUMBER 2026-117A
2. Youth Advisory Board Template

RESOLUTION NUMBER 2026-117A

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 1st day of September, 2026.

City of Brownsville

_____

John Cowen Jr., Mayor

ATTEST:

_____

Mayra A. Rios
City Secretary

Resolution Number: 2026-117A Board Liaison: City Manager's Office and CSO	Name of the Board or Commission: Youth Advisory Board (YAB)	City Commission Meeting Date: Sept. 1, 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				

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Carlos Lastra, City Engineer
Date:	Tuesday, September 1, 2026
Agenda #:	Consideration and **ACTION** on **Resolution Number 2026-120**, to authorize the execution of an Advance Funding Agreement (AFA) between the City of Brownsville and the Texas Department of Transportation to implement major traffic signal improvement at the intersection of Palm Blvd and Jefferson St. (Engineering & Public Works Department).

Summary:
The City of Brownsville was awarded funding through the Category 8 – Highway Safety Improvement Program (HSIP), Off-System, for safety improvements at the intersection of Palm Blvd. and Jefferson St. The project will provide major traffic signal improvements intended to enhance intersection safety and operations.

Project Scope and Analysis:
The proposed action authorizes the execution of an Advance Funding Agreement (AFA) between the City of Brownsville and the Texas Department of Transportation (TxDOT) to implement major traffic signal improvements at the intersection of Palm Blvd. and Jefferson St. The project is funded through the Category 8 – Highway Safety Improvement Program (HSIP), On-System, and will support safety and operational improvements at the intersection.

Funding:

Source: 811-8111-9825 (Public Safety Capital Improvement – Traffic Signals)

Amount: $38,864

Local Contribution if Applicable:

Recommendation:
The City of Brownsville Engineering and Public Works Department recommends authorizing the execution of an Advance Funding Agreement between the City of Brownsville and the Texas Department of Transportation.

Commission Pillar:
Infrastructure

Attachments:
1. Resolution 2026-120 - CSJ 0921-06-387
2. 2026 08 19 DRAFT AFA
3. Palm@Jefferson Map

RESOLUTION AUTHORIZING EXECUTION OF AN ADVANCE FUNDING AGREEMENT (AFA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR PALM BOULEVARD IMPROVEMENT TRAFFIC SIGNAL PROJECT (LIMITS 0.1 MI NE OF JEFFERSON ST TO 0.1 MI SW OF JEFFERSON ST)

WHEREAS, on August 21, 2025, via Minute Order 116997, the Texas Transportation Commission Authorized Palm Boulevard Improvement Traffic Signal Project (the "Project) to receive Category 8 Highway Safety Improvement Program (HISP) funds for project construction and Texas Department of Transportation (TxDOT) oversight; and

WHEREAS the CITY OF BROWNSVILLE is responsible for all non-reimbursable costs and 100% of overruns, if any; and

WHEREAS the Governing Body of CITY OF BROWNSVILLE desires to reaffirm its support of the Project, approve and authorize the execution of an Advance Funding Agreement (AFA) with TxDOT for the Project.

NOW, THEREFORE, BE RESOLVED BY THE CITY OF BROWNSVILLE THAT the MAYOR is authorized to enter into an AFA with TxDOT for this Project.

PASSED AND APPROVED on the 18 day of September 2026.

City of Brownsville

_____

John Cowen
Mayor

ATTEST:

_____

Mayra A. Rios TRMC
City Secretary

TxDOT:					Federal Highway Administration:	
CCSJ #	0921-06-387	AFA ID	Z00013191		CFDA No.	20.205
AFA CSJs					CFDA Title	Highway Planning and Construction
District #	21	Code Chart 64#	05950			
Project Name		Palm BLVD Improvement Traffic Signal			*AFA Not Used For Research & Development*	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Highway Safety Improvement Program
Off-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **City of Brownsville, Texas**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116997** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **Traffic signal improvements.** The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the

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TxDOT:					Federal Highway Administration:	
CCSJ #	0921-06-387	AFA ID	Z00013191		CFDA No.	20.205
AFA CSJs					CFDA Title	Highway Planning and Construction
District #	21	Code Chart 64#	05950			
Project Name		Palm BLVD Improvement Traffic Signal			*AFA Not Used For Research & Development*	

Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

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

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1	**Local Government***	Utilities	Article 8
2.	**Local Government**	Environmental Assessment and Mitigation	Article 9
3.	**Local Government**	Architectural and Engineering Services	Article 11
4.	**State**	Construction Responsibilities	Article 12
5.	**Local Government***	Right of Way and Real Property	Article 14

An asterisk next to the party responsible for specific work in the above table indicates that the associated specific work is not anticipated as part of the Project and is therefore not included in the budget; however, the party indicated will be responsible for that specific work if that work is not the subject of another agreement and the State determines that the specific work has become necessary to successful completion of the Project.

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of traffic signal improvements at Palm Boulevard and Jefferson St which include the foundation and structural work (drill shafts), conduit and pull boxes (to protect electrical and comms wiring), traffic control devices and markings (roadway signage and pavement markings), traffic signal infrastructure (installation of signal poles, mast arms, signal heads and related hardware)

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government

DRAFT

must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.

F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.

DRAFT

G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.

H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.

K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

L. The State will not pay interest on any funds provided by the Local Government.

M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.

N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.

O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds

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due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.

Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this 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. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

A. The Agreement is terminated in writing with the mutual consent of the parties;

B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;

C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or

D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or

E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

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7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
B. The cost of any environmental problem's mitigation and remediation.
C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

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11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.

C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.

D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.

E. If the Local Government is the responsible party, the State must review and approve change orders.

F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

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G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.

B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.

C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.

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E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.

F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.

G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.

I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after

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completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	**State:**
City of Brownsville ATTN City Manager 1001 E. Elizabeth ST Brownsville, Texas 78520	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this

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Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government. .

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

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

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

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A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
2. cancelling, terminating, or suspending of the Agreement, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government

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may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (pro-hibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure

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L. compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

M. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.

D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor 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 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure*

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by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties 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.

B. 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 federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed

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by Title 31 U.S.C. §1352. 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.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. The Local Government agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than $25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://www.sam.gov/portal/public/SAM/
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five executives to the State if:
   i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than $25,000,000; and
   ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

B. If threshold expenditures of $1,000,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.

C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the $_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

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D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

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TxDOT:					Federal Highway Administration:	
CCSJ #	0921-06-387	AFA ID	Z00013191		CFDA No.	20.205
AFA CSJs					CFDA Title	Highway Planning and Construction
District #	21	Code Chart 64#	05950			
Project Name		Palm BLVD Improvement Traffic Signal			*AFA Not Used For Research & Development*	

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

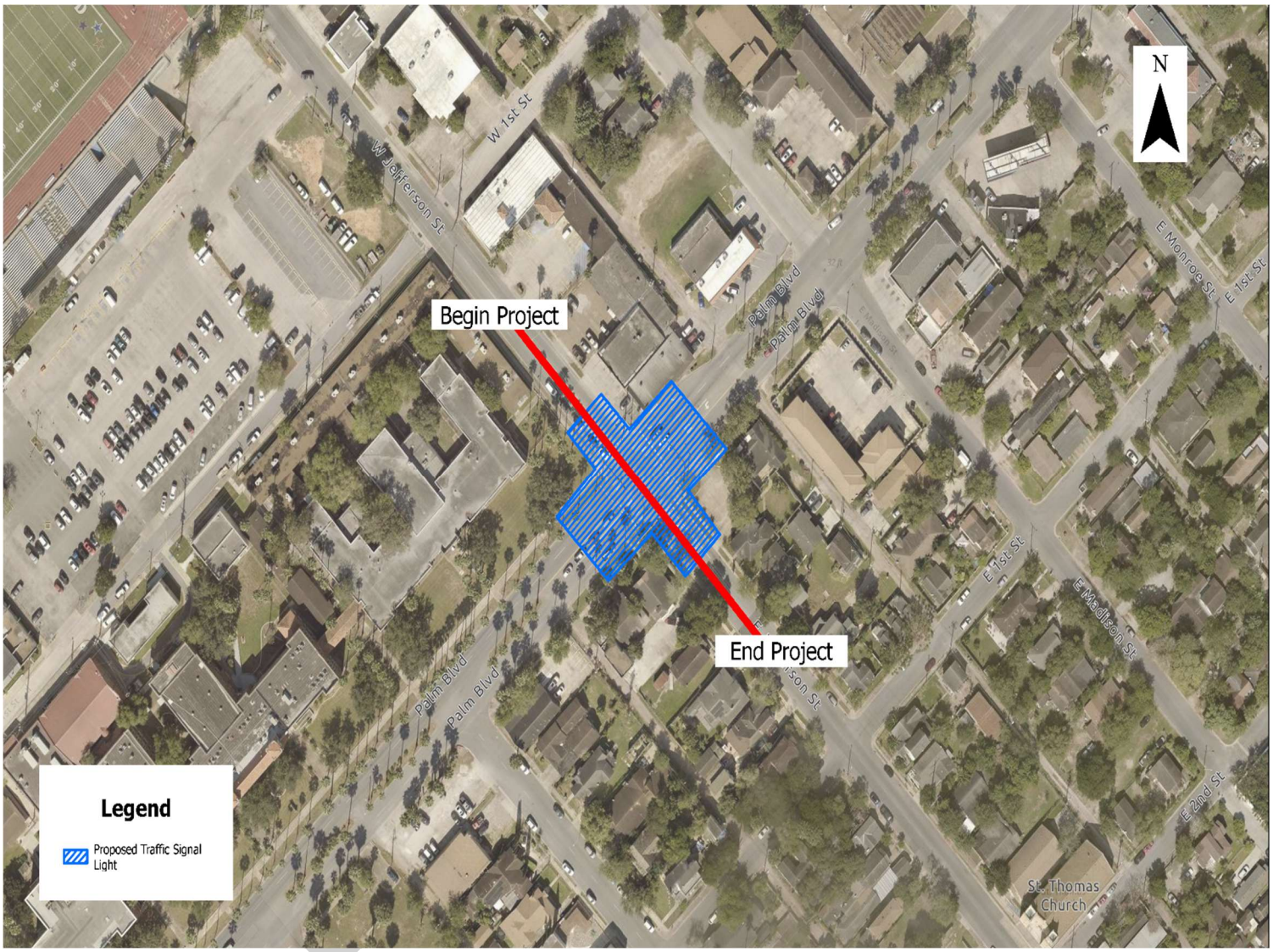
Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS	THE LOCAL GOVERNMENT
Signature	Signature
Typed or Printed Name	Typed or Printed Name
Typed or Printed Title	Typed or Printed Title
Date	Date

DRAFT

TxDOT:					Federal Highway Administration:	
CCSJ #	0921-06-387	AFA ID	Z00013191		CFDA No.	20.205
AFA CSJs					CFDA Title	Highway Planning and Construction
District #	21	Code Chart 64#	05950			
Project Name		Palm BLVD Improvement Traffic Signal			*AFA Not Used For Research & Development*	

ATTACHMENT A
LOCATION MAP SHOWING PROJECT



TxDOT:					Federal Highway Administration:	
CCSJ #	0921-06-387	AFA ID	Z00013191		CFDA No.	20.205
AFA CSJs					CFDA Title	Highway Planning and Construction
District #	21	Code Chart 64#	05950			
Project Name		Palm BLVD Improvement Traffic Signal			*AFA Not Used For Research & Development*	

DRAFT

TxDOT:					Federal Highway Administration:	
CCSJ #	0921-06-387	AFA ID	Z00013191		CFDA No.	20.205
AFA CSJs					CFDA Title	Highway Planning and Construction
District #	21	Code Chart 64#	05950			
Project Name		Palm BLVD Improvement Traffic Signal			*AFA Not Used For Research & Development*	

ATTACHMENT B
PROJECT BUDGET

Costs will be allocated based on 100% Federal funding and 0% Local Government funding until the Federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of cost overruns.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Environmental (by LG)	$12,340.00	0%	$0	0%	$0	100%	$12,340
Engineering (by LG)	$61,387.00	0%	$0	0%	$0	100%	$61,387
Construction (by State)	$449,877.00	100%	$449,877.00	0%	$0	0%	$0
Subtotal	$523,604.00		$449,877.00		$0		$73,727
Environmental Direct State Costs	$737	0%	$0	0%	$0	100%	$737
Engineering Direct State Costs	$5,898	0%	$0	0%	$0	100%	$5,898
Right of Way Direct State Costs	$369	0%	$0	0%	$0	100%	$369
Utility Direct State Costs	$369	0%	$0	0%	$0	100%	$369
Construction Direct State Costs	$31,491	0%	$0	0%	$0	100%	$31,491
Subtotal	$38,864.00		$0.00		$0.00		$38,864.00
Indirect State Costs (5.51%)	$2,141.00		0.00	100%	$2,141		$0
TOTAL	$564,609.00		449,877.00		2,141.00		$112,591

Initial payment by the Local Government to the State	$7,373
Payment by the Local Government to the State prior to the receipt of the construction bids:	$31,491
Estimated total payment by the Local Government to the State:	$38,864

This is an estimate. The final amount of Local Government participation will be based on actual costs.

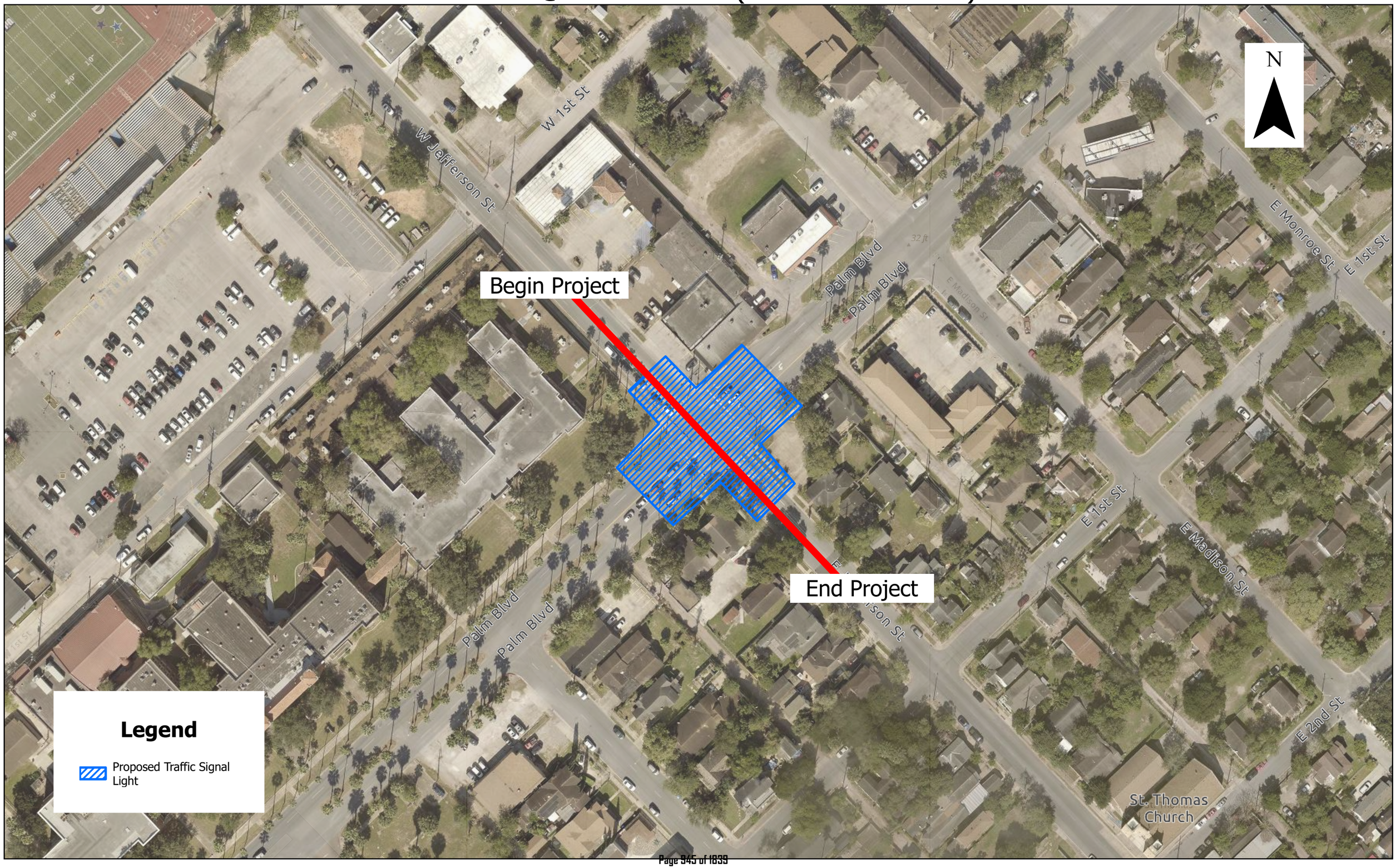
DRAFT

TxDOT:					Federal Highway Administration:	
CCSJ #	0921-06-387	AFA ID	Z00013191		CFDA No.	20.205
AFA CSJs					CFDA Title	Highway Planning and Construction
District #	21	Code Chart 64#	05950			
Project Name		Palm BLVD Improvement Traffic Signal			*AFA Not Used For Research & Development*	

ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

DRAFT

Palm Blvd @ Jefferson St. (CSJ: 0921-06-387)



To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Victoria De La LLata, Grants & Public Outreach Coordinator
Date:	Tuesday, September 1, 2026
Agenda #:	Consideration and **ACTION** to approve **Resolution Number 2026-124** the submission of Brownsville Metro's application to the Federal Transit Administration (FTA) FY 2026 Grants for Low or No Emissions Program $12,967,600 with $2,288,400 in local funds for the proposed project of vehicle expansion and replacement of vehicles. (Brownsville Metro)

Summary:
The project will fund 14 new transit vehicles, including 2 low-floor vehicles to support the Park & Ride Multimodal Transit Facility, 2 40-foot hybrid diesel buses for Express Connect service to the Port of Brownsville, and 6 35-foot hybrid diesel buses to replace vehicles that have surpassed the end of their useful life and 2 35- foot hybrid diesel buses to expand the fleet for the East to West Connector.

Project Scope and Analysis:
Purchase 14 transit vehicles, including 2 low-floor vehicles to support the Multimodal Transit Facility, 2 40-foot hybrid diesel buses for Express Connect service to the Port of Brownsville, and 10 35-foot hybrid diesel buses to replace vehicles that have reached beyond their useful life and expand the fleet. The project will improve fleet reliability, support service expansion, enhance regional connectivity, and provide more fuel-efficient transit options.

Funding:

Source: Federal Transit Administration (FTA)

Amount: 12,967,600

Local Contribution if Applicable: 2,288,400

Recommendation:
Brownsville Metro reccomends the approval to submit the application to the FTA.

Commission Pillar:

Quality of Life & Vibrancy

Attachments:

1. Resolution 2026-124

RESOLUTION NO 2026-124

A RESOLUTION AUTHORIZING THE FILING OF FISCAL YEAR 2026 LOW OR NO EMISSION COMPETITIVE PROGRAM IN THE AMOUNT OF $12,967,600 WITH THE FEDERAL TRANSIT ADMINISTRATION, AN ANGECY WITHIN THE UNITED STATES DEPARTMENT OF TRANSPORATION (DOT) WITH LOCAL SUPPORT OF $2,288,400.

WHEREAS, the Federal Transit Administration (FTA) is authorized to award Federal financial assistance for the Bus and Bus Facilities Program authorized by Federal law; and

WHEREAS, the Low or No Emission grant program provides competitive Federal funding for transportation projects that improve safety, mobility, economic competitiveness, environmental sustainability, and quality of life; and

WHEREAS, the City of Brownsville, Texas is an eligible applicant for Low or No Emission grant funding and seeks to submit an application to the Federal Transit Administration for Federal financial assistance for an eligible transportation infrastructure and capital projects; and

WHEREAS, the City of Brownsville commits to providing the match. The local match is comprised of cash or Transportation Development Credits (TDC); and

WHEREAS, the City of Brownsville has provided, or will provide as required, all necessary certifications, assurances, and documentation required by the Federal Transit Administration for consideration and award of Low Or No Emissions grant funding.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Brownsville, Texas:

THAT the City Manager or his designee is hereby authorized to prepare, execute, and submit applications and any necessary amendments on behalf of the City of Brownsville, Texas to the U.S. Department of Transportation for Federal financial assistance under the Low or No Emissions grant program or any successor discretionary grant program administered by FTA

THAT the City Manager or his designee is authorized to execute and submit all required certifications, assurances, agreements, and related documents required by the Federal Transit Administration in connection with the Low or No Emissions grant application and award process.

THAT upon award, the City Manager or his designee is authorized to execute grant agreements and related documents with the Federal Transit Administration and to take all actions necessary to implement and carry out the approved project in accordance with Federal requirements on behalf of the City of Brownville, Texas.

John Cowen, Jr.
Mayor

ATTEST:

Mayra A. Rios, TRMC
City Secretary

APPROVED AS TO FORM:

Guillermo (will) S. Trevino, City Attorney

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Victoria De La LLata, Grants & Public Outreach Coordinator
Date:	Tuesday, September 1, 2026
Agenda #:	Consideration and **ACTION** to approve **Resolution Number 2026-126** supporting Brownsville Metro's competitive grant application to the Federal Transit Administration (FTA) under the Bus and Bus Facilities Competitive grant program in the amount of $5,645,700 with local support of $1,411,425 to support the development of a Mulitmodal Transit Facility (Brownsville Metro)

Summary:
Brownsville Metro is seeking FTA funding to support the development of a Park & Ride & Multimodal Transit Facility near Downtown Brownsville between 12th & 13th street that will improve local and regional connectivity, enhance transit services, and expand transportation options for the community.

Project Scope and Analysis:
Development of a Park & Ride Multimodal Transit Facility near Downtown Brownsville under the overpass on 12th & 13th street to improve local and regional connectivity, integrate transit services, and provide convenient connections to other transportation modes. The Park & Ride includes 170 parking spaces, transit bays, ride-share pick-up zones, charging stations, enhanced lighting, a multi-use path and trail connectivity. Connection to the Mitte Culture, Gladys Porter Zoo, UTRGV shuttle connection, the heart of Downtown and the new BTX Connect Service. The project will strengthen Brownsville's role as a regional transportation hub, improve access to downtown destinations, and support future transit growth, mobility, and transit oriented development.

Funding:

Source: Federal Transit Administration (FTA)

Amount: 5,645,700

Local Contribution if Applicable: 1,411,425

Recommendation:

Brownsville Metro recommends the approval to submit an application to the Federal Transit Administration.

Commission Pillar:
Quality of Life & Vibrancy

Attachments:
1. Resolution 2026-126

RESOLUTION NO 2026-126

A RESOLUTION AUTHORIZING THE FILING OF FISCAL YEAR 2026 BUS AND BUS FACILITIES COMPETITIVE PROGRAM IN THE AMOUNT OF $5,645,700 WITH THE FEDERAL TRANSIT ADMINISTRATION, AN ANGECY WITHIN THE UNITED STATES DEPARTMENT OF TRANSPORATION (DOT) WITH LOCAL SUPPORT OF $1,411,425.

WHEREAS, the Federal Transit Administration (FTA) is authorized to award Federal financial assistance for the Bus and Bus Facilities Program authorized by Federal law; and

WHEREAS, the Bus and Bus Facilities grant program provides competitive Federal funding for transportation projects that improve safety, mobility, economic competitiveness, environmental sustainability, and quality of life; and

WHEREAS, the City of Brownsville, Texas is an eligible applicant for Bus and Bus Facilities grant funding and seeks to submit an application to the Federal Transit Administration for Federal financial assistance for an eligible transportation infrastructure project; and

WHEREAS, the grant for Federal financial assistance will impose certain obligations upon the City of Brownsville, and may require the City of Brownsville to provide the local share of the project costs; and

WHEREAS, the City of Brownsville has provided, or will provide as required, all necessary certifications, assurances, and documentation required by the Federal Transit Administration for consideration and award of Bus and Bus Facilities grant funding.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Brownsville, Texas:

THAT the City Manager or his designee is hereby authorized to prepare, execute, and submit applications and any necessary amendments on behalf of the City of Brownsville, Texas to the U.S. Department of Transportation for Federal financial assistance under the Bus and Bus Facilities grant program or any successor discretionary grant program administered by USDOT.

THAT the City Manager or his designee is authorized to execute and submit all required certifications, assurances, agreements, and related documents required by the Federal Transit Administration in connection with the Bus and Bus Facilities grant application and award process.

THAT upon award, the City Manager or his designee is authorized to execute grant agreements and related documents with the Federal Transit Administration and to take all actions necessary to implement and carry out the approved project in accordance with Federal requirements on behalf of the City of Brownville, Texas.

John Cowen, Jr.
Mayor

ATTEST:

Mayra A. Rios, TRMC
City Secretary

APPROVED AS TO FORM:

Guillermo (will) S. Trevino, City Attorney

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Martin Vega, Assistant Director of Land Development Services
Date:	Tuesday, September 1, 2026
Agenda #:	Consideration and **APPROVAL** on **SECOND** and **FINAL 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.

This item was approved by City Commission at 1st Reading on August 18, 2026, as per staff's recommendation.

Commission Pillar:
Planning & Zoning

Attachments:
1. Binder 235-2026-012-PD

ORDINANCE NUMBER 235-2026-012-PD

AN ORDINANCE AMENDING THE "CITY ZONING ORDINANCE" BY AMENDING THE OFFICIAL ZONING ATLAS TO REZONE FROM RESIDENTIAL SINGLE-FAMILY (R-1) TO RESIDENTIAL SUBURBAN (R-2) TO ALLOW A TOWNHOME DEVELOPMENT WITH AN INTERIOR ACCESS EASEMENT ESTABLISHED BY A PLANNED DEVELOPMENT DISTRICT (PDD) 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 Suburban (R-2) to allow a townhome development with an interior access easement established by a Planned Development District (PDD) for 3.205 acres out of Share 4, Espiritu Santo Grant, Cameron County, Texas, located at Vasquez Ranch Road, Brownsville, Texas 78520.

Section 2. The property described above and within the boundaries of the Planned Development District described by the ordinance establishes the following development-specific zoning regulations:

- Prohibit independent lot access along the frontage of Vasquez Ranch Road, a Rural Collector requiring a total right-of-way dedication of 100 feet.
- Require the installation of a two-way cross-access easement, or slip street, with a minimum width of 30 feet within the interior of the proposed townhome development, limiting access to Vasquez Ranch Road to two access points: one at the beginning of the block and one at the terminus. Parking along this cross-access easement shall be prohibited to permit the adequate flow of local traffic and emergency vehicles.

Section 3. 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 w/PD
Current Zoning: Residential Single-Family (R-1)
Application Date: May 6, 2026
CC Meeting Dates: 1st-Aug. 18, 2026 / 2nd-Sept. 1, 2026
Overlay(s): None
No. of Mail-outs: 5 Total

Geo ID: 79-0400-0040-0301-00
Case No.: 235-2026-012-PD
Proposed Use: Townhomes w/ Interior Access Easement
Proposed Zoning: Residential Suburban (R-2) w/PD
P&Z Date: August 6, 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 Single-Family (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)*

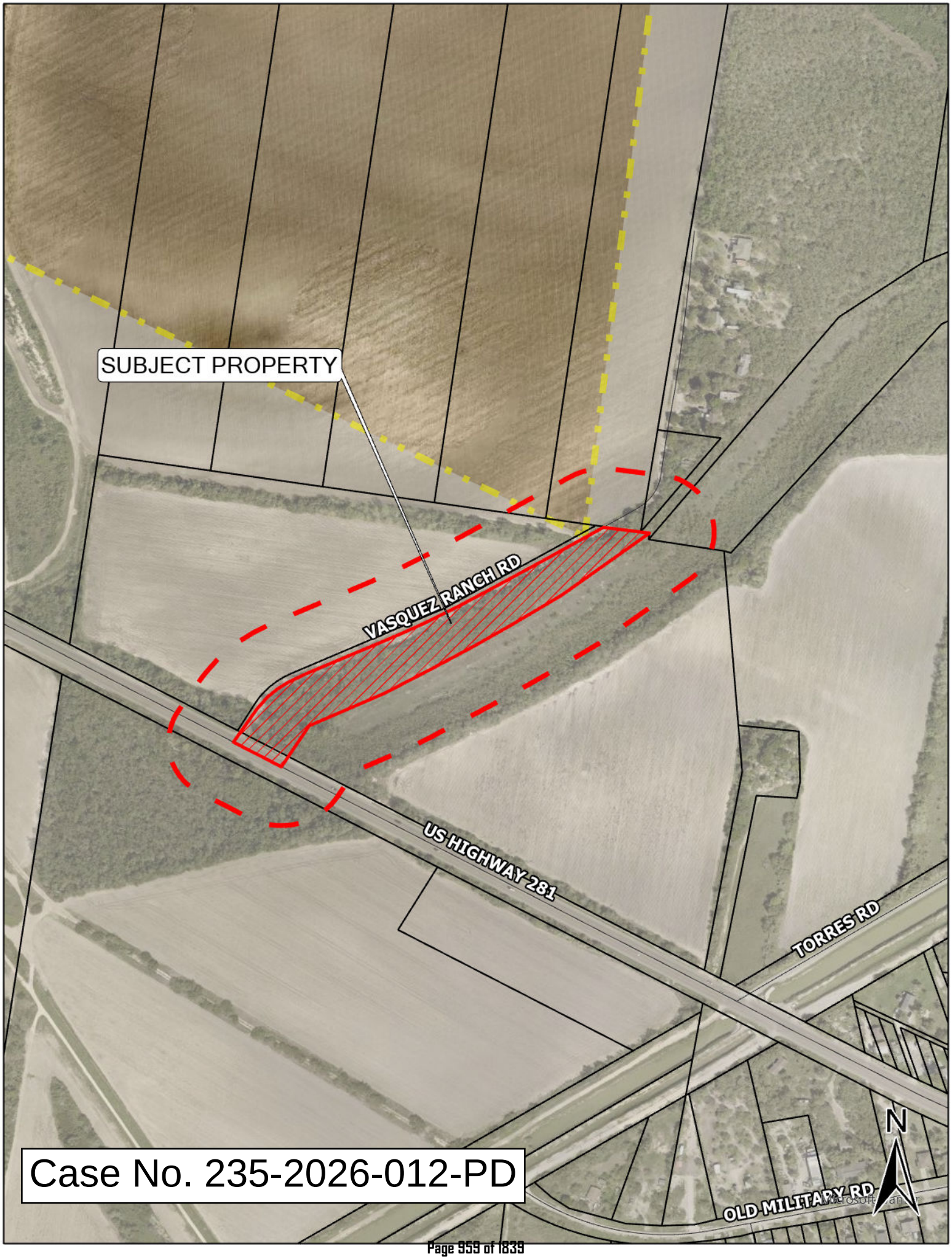
The City of Brownsville Future Land Use Plan indicates that the subject land is located within the Loop Corridor. Commercial uses are dominant but should include a healthy mixture of residential, institutional, industrial and community facility land uses. Residential land uses should be primarily single-family 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).

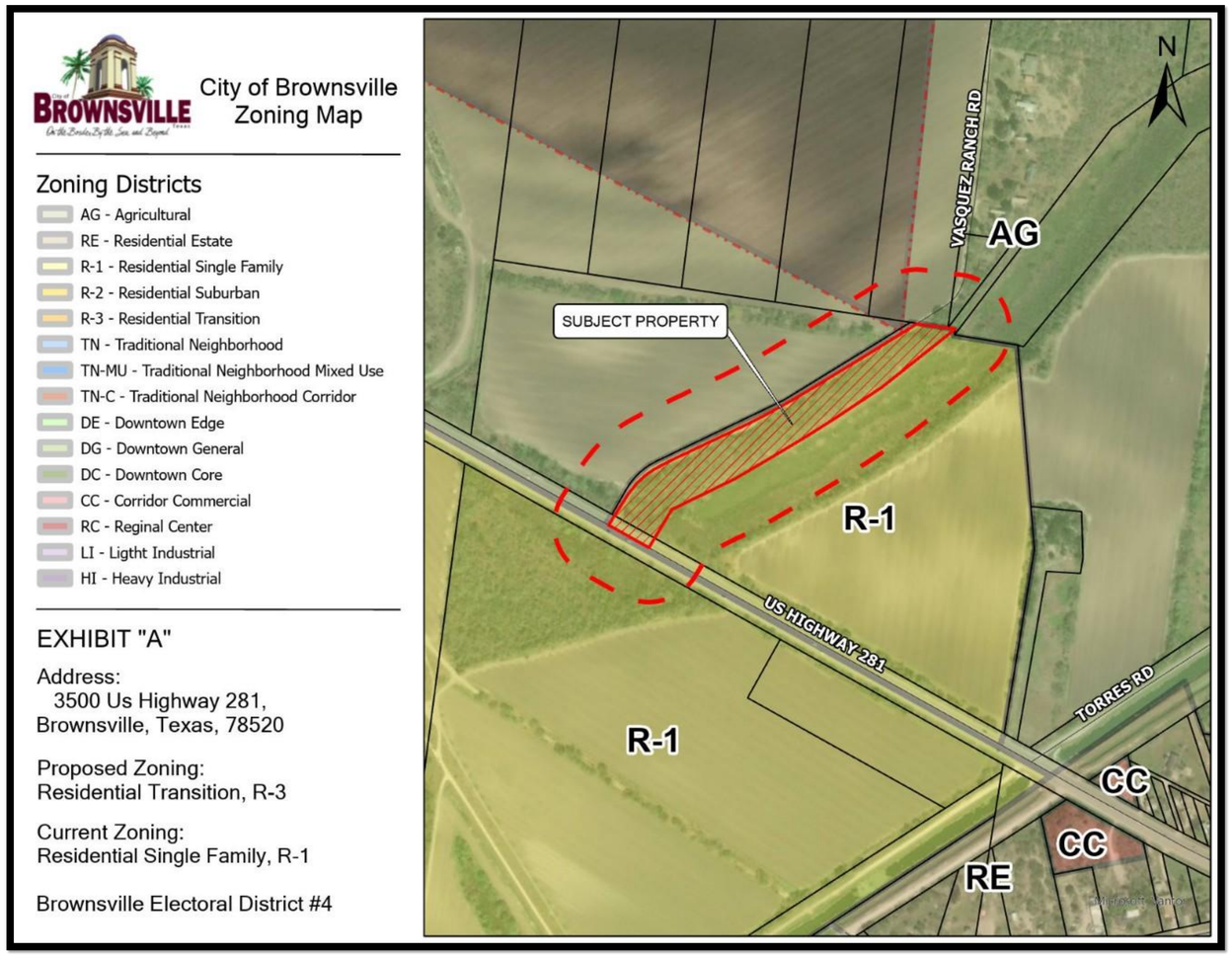

SUBJECT PROPERTY
VASQUEZ RANCH RD
US HIGHWAY 281
TORRES RD
OLD MILITARY RD
N
Case No. 235-2026-012-PD

NOTICE OF PUBLIC HEARING

Date and Time: Thursday, June 4, 2026 at 5:30 PM

Location: Commission Chambers, 2nd Floor of City Hall – Old Federal Building located at 1001 East Elizabeth Street, Brownsville, Cameron County, Texas 78520

Request: Ord. No. 235-2026-012: 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



Questions/Comments?:
Please contact the City of Brownsville Planning & Redevelopment Department at: (956) 548-6150

Para más información, favor de llamar al: (956) 548-6150

Located at 1034 E. Levee Street, 2nd Floor, Brownsville, Texas 78250

City of Brownsville Zoning Map

Zoning Districts

- AG - Agricultural
- RE - Residential Estate
- R-1 - Residential Single Family
- R-2 - Residential Suburban
- R-3 - Residential Transition
- TN - Traditional Neighborhood
- TN-MU - Traditional Neighborhood Mixed Use
- TN-C - Traditional Neighborhood Corridor
- DE - Downtown Edge
- DG - Downtown General
- DC - Downtown Core
- CC - Corridor Commercial
- RC - Reginal Center
- LI - Ligtht Industrial
- HI - Heavy Industrial

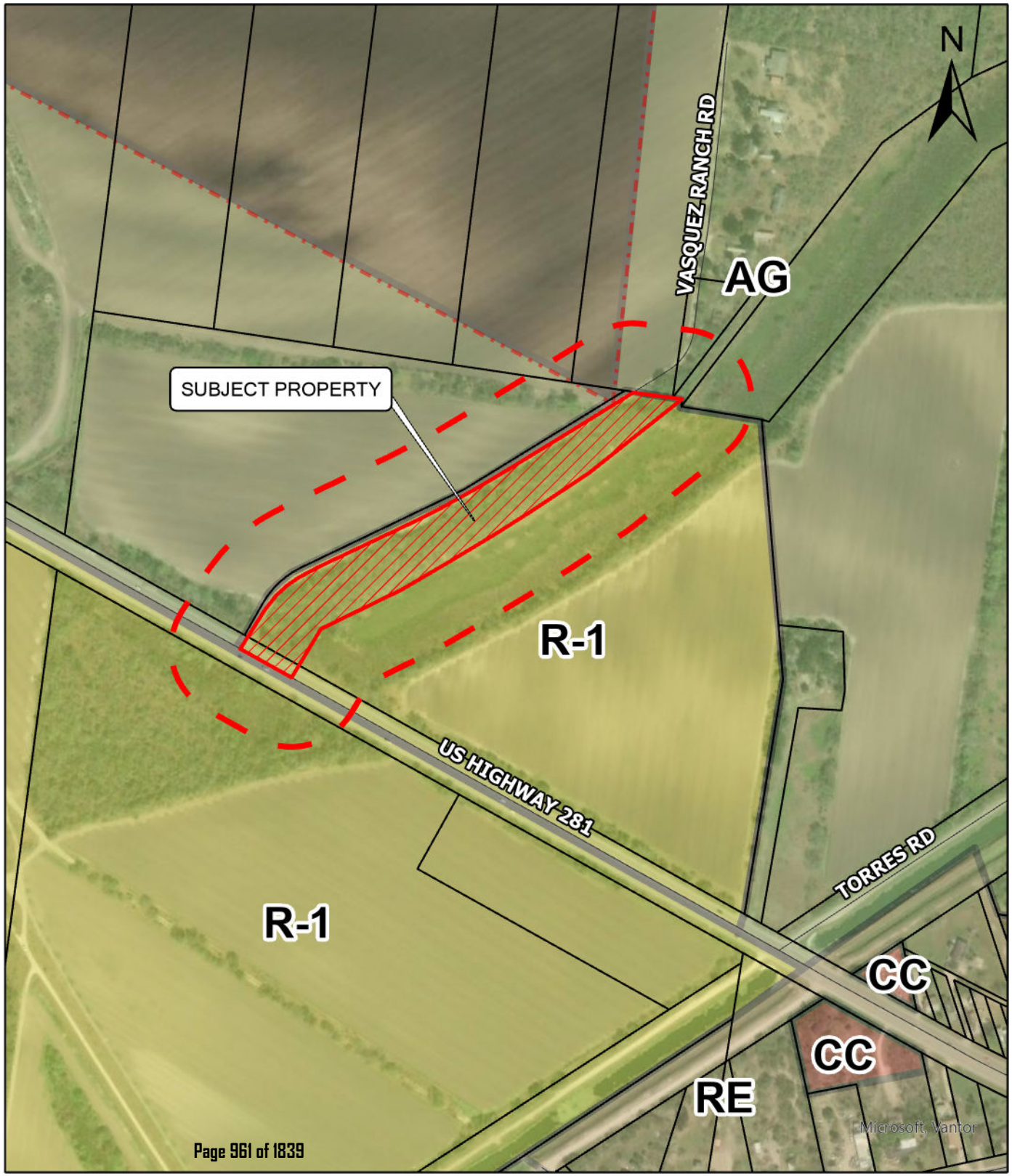
EXHIBIT "A"

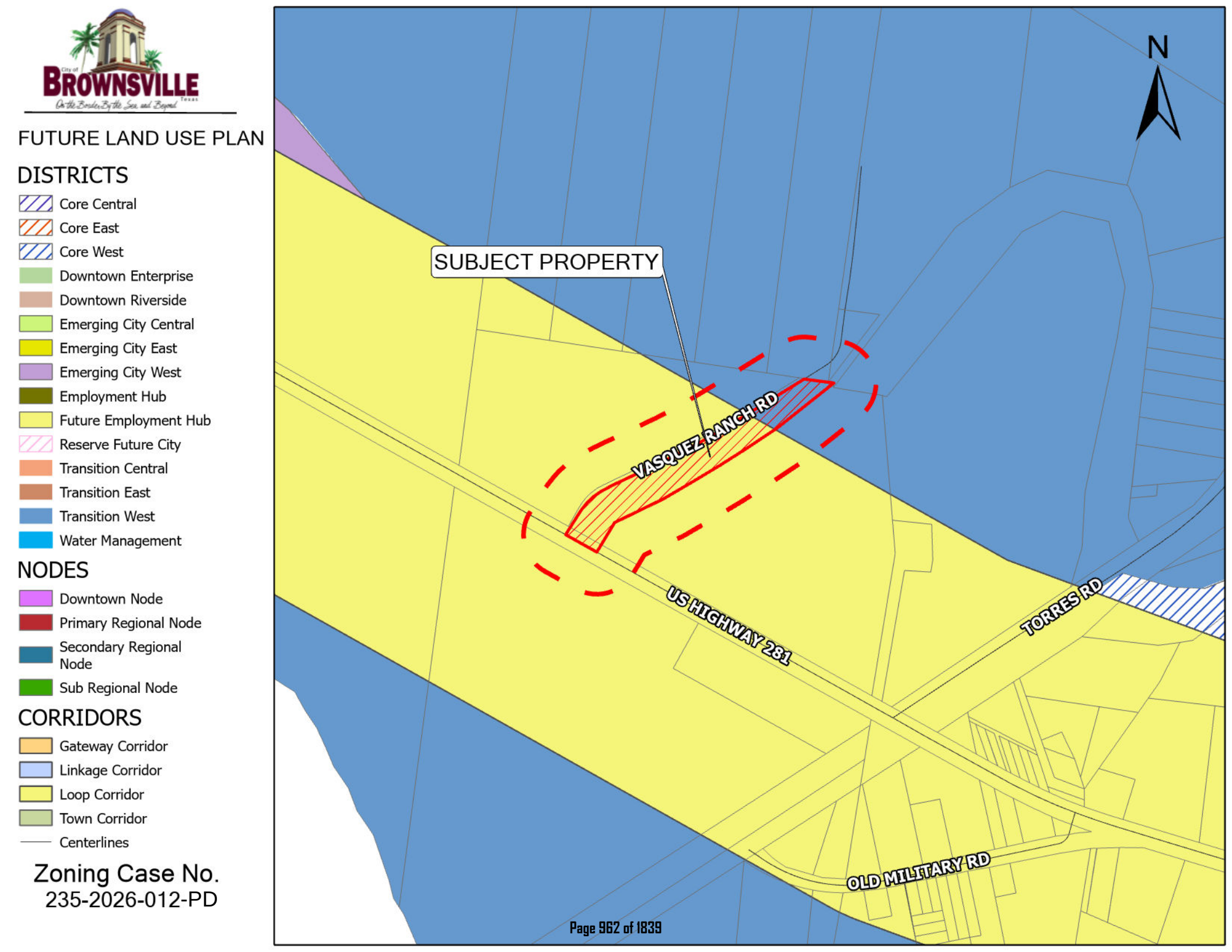
Address:
3500 Us Highway 281,
Brownsville, Texas, 78520

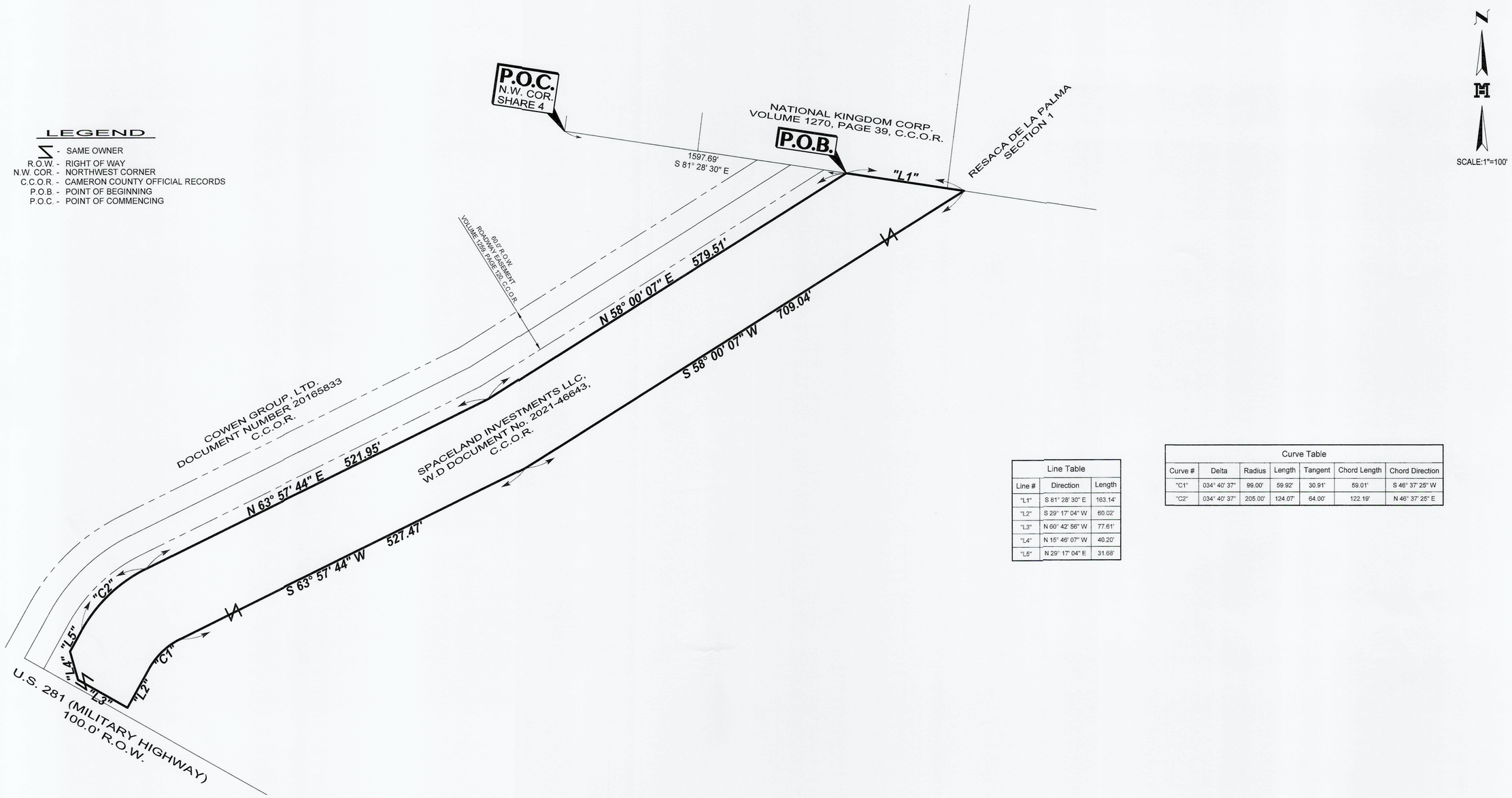
Proposed Zoning:
Residential Suburban, R-2 w/PD

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-PD
SUBJECT PROPERTY
VASQUEZ RANCH RD
US HIGHWAY 281
TORRES RD
OLD MILITARY RD
N



LEGEND

- Σ - SAME OWNER
- R.O.W. - RIGHT OF WAY
- N.W. COR. - NORTHWEST CORNER
- C.C.O.R. - CAMERON COUNTY OFFICIAL RECORDS
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCING

Line Table		
Line #	Direction	Length
"L1"	S 81° 28' 30" E	163.14'
"L2"	S 29° 17' 04" W	60.02'
"L3"	N 60° 42' 56" W	77.61'
"L4"	N 15° 46' 07" W	40.20'
"L5"	N 29° 17' 04" E	31.68'

Curve Table						
Curve #	Delta	Radius	Length	Tangent	Chord Length	Chord Direction
"C1"	034° 40' 37"	99.00'	59.92'	30.91'	59.01'	S 46° 37' 25" W
"C2"	034° 40' 37"	205.00'	124.07'	64.00'	122.19'	N 46° 37' 25" E

PLAT SHOWING
3.205 ACRES OUT OF SHARE 4, ESPIRITU SANTO GRANT, CAMERON COUNTY, TEXAS

NOTES:

1. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.
2. BEARING BASIS IS FROM THE NORTHWEST CORNER AND THE NORTHEAST CORNER OF THIS TRACT.
3. ALL BEARINGS AND DISTANCES AS PER TEXAS COORDINATE SYSTEM SOUTH ZONE 4205, GRID COORDINATES.
4. SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT WHICH MAY SHOW ADDITIONAL EASEMENTS AFFECTING THIS TRACT. THE SURVEYOR IS ADVISING THE RECIPIENT OF THIS PLAT THAT ADDITIONAL EASEMENTS MAY AFFECT THIS TRACT.
5. ELEVATION DATUM PER NAVD 88 (GEOID 2012B)

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY AS DESCRIBED HEREON, WAS MADE ON THE GROUND ON 01/23/2026 UNDER MY DIRECTION, THAT THE ONLY IMPROVEMENTS ON THE GROUND ARE AS SHOWN, THAT THERE ARE NO VISIBLE ENCROACHMENTS, VISIBLE OVERLAPPING, APPARENT CONFLICTS, OR VISIBLE EASEMENTS, EXCEPT AS SHOWN HEREON.

05/07/2026

ROBERTO N. TAMEZ, RPLS No. 6238 DATE:

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

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
TBPELS No.10096900

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

REVISED: 5/6/2026
BOOK: T., PG.
DATE: 4/15/2026
JOB No. 24100.00
FILE NAME: 24100.09
DRAWN BY: J.C., M.L.S.

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Revised: May 6, 2026
April 15, 2026

METES AND BOUNDS DESCRIPTION
3.205 ACRES OUT OF SHARE 4,
ESPIRITU SANTO GRANT,
CAMERON COUNTY, TEXAS

A tract of land containing 3.205 acres situated in Cameron County, Texas, being a part or portion out of Share 4, Espiritu Santo Grant, said 3.205 acres were conveyed to Spaceland Investments LLC, by virtue of a Warranty Deed recorded in Document Number 2021-46643, Cameron County Official Records, said 3.205 acres also being more particularly described as follows:

COMMENCING at the Northwest corner of said Share 4;

THENCE, S 81° 28' 30" E along the North line of said Share 4, a distance of 1,597.69 feet to a point, for the Northwest corner and POINT OF BEGINNING of this herein described tract;

1. THENCE, S 81° 28' 30" E along the North line of said Share 4, a distance of 163.14 feet to a point for the Northeast corner of this tract;

2. THENCE, S 58° 00' 07" W a distance of 709.04 feet to a point for an outside corner of this tract;

3. THENCE, S 63° 57' 44" W a distance of 527.47 feet to a point for an inside corner of this tract;

4. THENCE, in a Southwesterly direction along a curve to the right with a central angle of 034° 40' 37", a radius of 99.00 feet, an arc length of 59.92 feet, a tangent of 30.91 feet, and a chord that bears S 46° 37' 25" W a distance of 59.01 to a point for an inside corner of this tract;

5. THENCE, S 29° 17' 04" W a distance of 60.02 feet to a point for the Southeast corner of this tract;

6. THENCE, N 60° 42' 56" W a distance of 77.61 feet to a point for the Southernmost Southwest corner of this tract;

7. THENCE, N 15° 46' 07" W a distance of 40.20 feet to a point for the Northernmost Southwest corner of this tract;

8. THENCE, N 29° 17' 04" E a distance of 31.68 feet to a point for an outside corner of this tract;

9. THENCE, in a Northeasterly direction along a curve to the right with a central angle of 034° 40' 37", a radius of 205.00 feet, an arc length of 124.07 feet, a tangent of 64.00 feet, and a chord that bears N 46° 37' 25" E a distance of 122.19 to a point for an inside corner of this tract'

10. THENCE, N 63° 57' 44" E a distance of 521.95 feet to a point for an inside corner of this tract;

11. THENCE, N 58° 00' 07" E a distance of 579.51 feet to the POINT OF BEGINNING and containing 3.205 acres of land, more or less.

I, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY AFFIRM THAT THIS METES AND BOUNDS DESCRIPTION REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND ON 01/23/2026 UNDER MY DIRECTION AND SUPERVISION.

05/07/2026

ROBERTO N. TAMEZ, R.P.L.S. #6238 DATE:



Z:\Surveys\2024\24100.09\Metes & Bounds\3.205 ACRES METES AND BOUNDS Revised 5-6-2026.docx

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Martin Vega, Assistant Director of Land Development Services
Date:	Tuesday, September 1, 2026
Agenda #:	Consideration and **APPROVAL** on **SECOND** and **FINAL 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).

This item was approved by City Commission at 1st Reading on August 18, 2026.

Commission Pillar:

Planning & Zoning

Attachments:

1. Case 235-2026-018 Binder

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)*

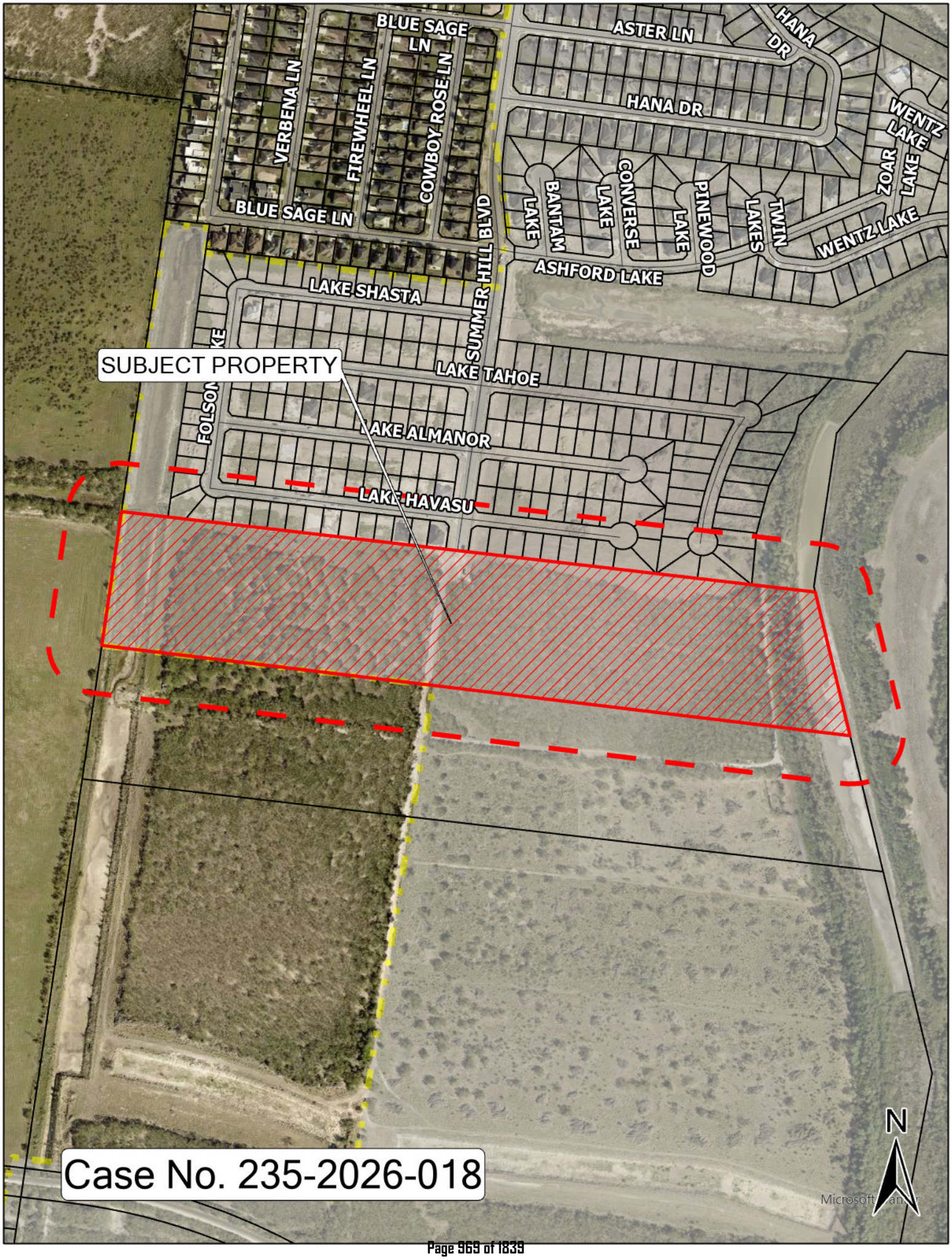
The City of Brownsville Future Land Use Plan indicates that the subject land is located within the Emerging City West District. This district should be predominantly residential consisting of primarily single-family on large lots with an average density of 1 dwelling unit per acre. Commercial uses should 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
FOLSOM
LAKE ALMANOR
LAKE HAVASU
N
Case No. 235-2026-018
Microsoft Bing

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"

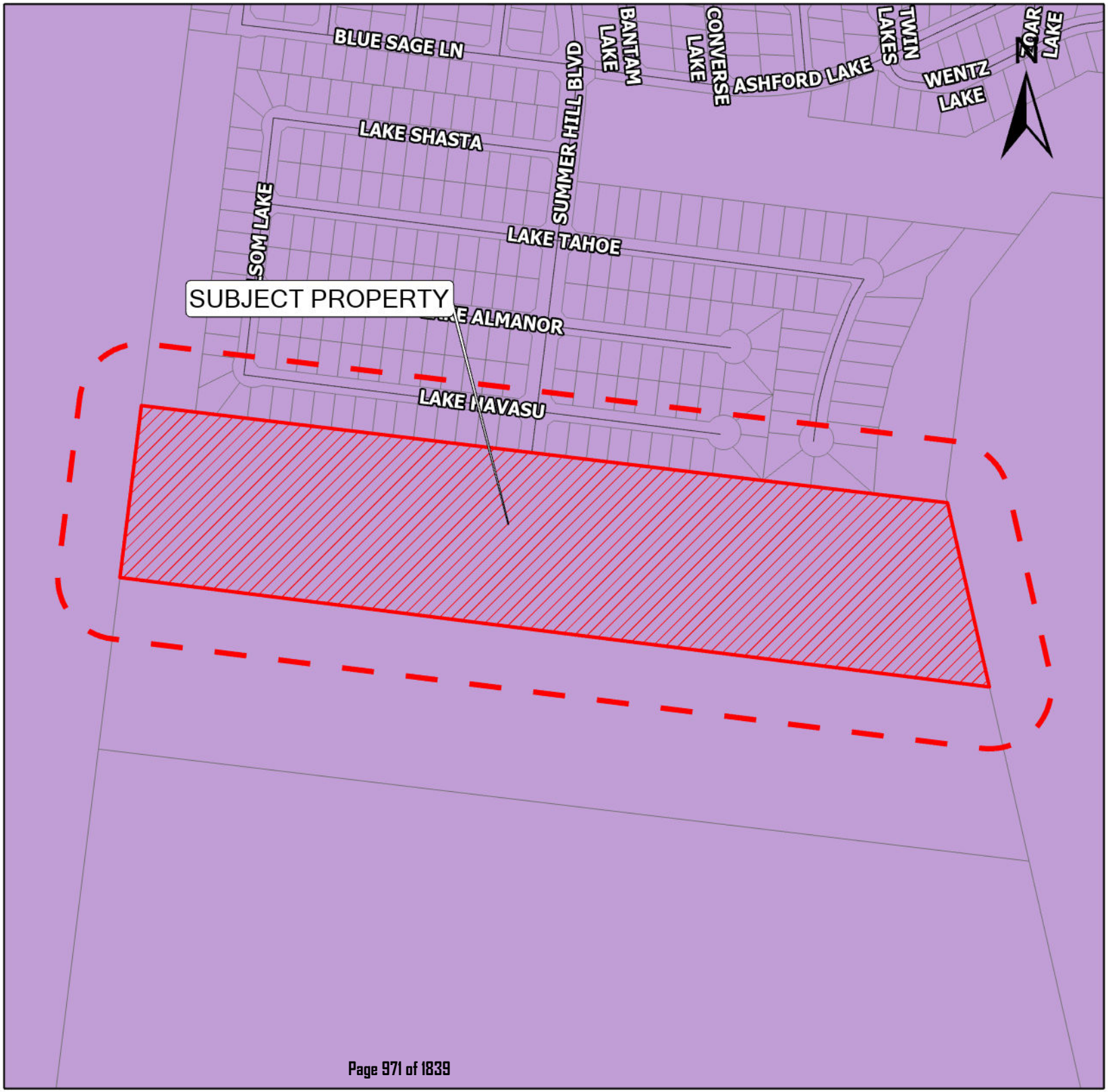
Address:
Summer Lakes Ph. 4,
Brownsville, Texas

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:	Daniel Leal, Director Planning & Redevelopment Services
Date:	Tuesday, September 1, 2026
Agenda #:	Consideration and **ACTION** on **SECOND 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

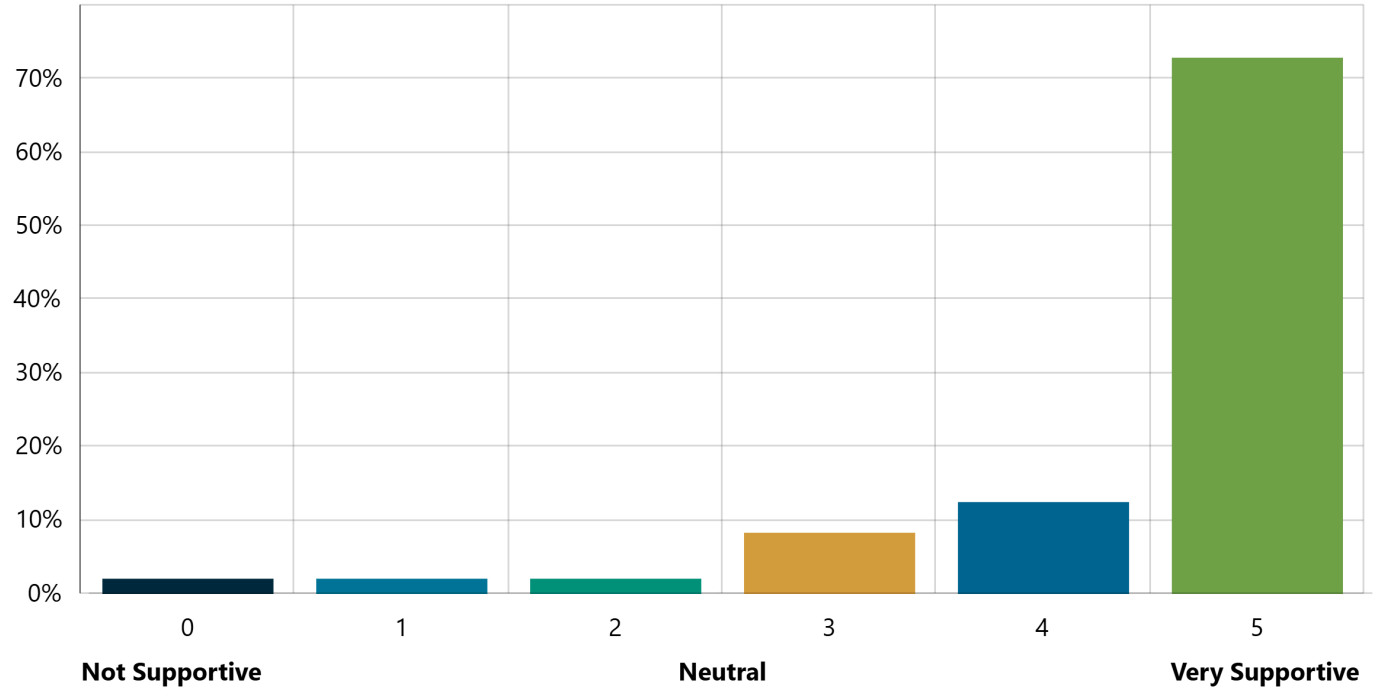
Untitled
Brownsville Downtown Renaissance Plan

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% 1	2.08% 1	2.08% 1	8.33% 4	12.50% 6	72.92% 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: 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? Thank you again for creating a plan of action for the Downtown Renaissance.
4	5	-
5	5	GOOD DAY EVERYONE, 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. 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. 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. Specifically, I recommend consideration of the following: 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. 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. 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. 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. 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. 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	-

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: -- 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? -- 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? -- 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? -- 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. -- 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: 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: 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

24	5	Diego Aguirre - Brownsville resident, UTRGV biology student. I read the full draft, and I'd like to flag three specific additions: 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. 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. 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. 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. Diego Aguirre
25	-	1. The city should have an ordinance setting minimum standards for the care and appearance of downtown buildings. Currently many of the buildings need a paint job, some have rusted metal gates, fading old signs, torn awnings, etc. (many cities with historic downtown areas hold buildings owners responsible for the care of their properties) 2. A parking garage is needed. 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. 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	-

30	-	Good morning, 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? 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. 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. This raises an important question: **Why isn't the Riverfront a central part of Brownsville's vision for economic growth and revitalization?** 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. 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? 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. There's no place like HOME!! Brownsville!
39	3	-
40	5	-

41	5	The plan is outstanding, Downtown leadership and Manager Garces have been truly involved in the past few years, the change is undeniable. 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. 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. 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. 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. The city should also continue supporting downtown through successful community events, such as First Friday. 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

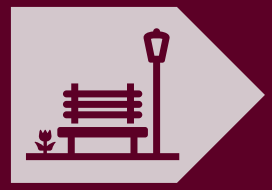




TOP RECURRING THEMES



Heritage and Identity



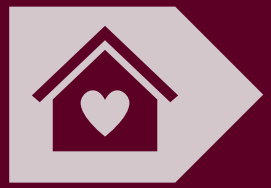
Amenities and Placemaking



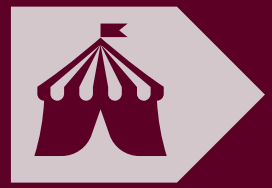
Shade, Safety, and Cleanliness



Walkability and Connectivity



Housing and Activation



Events and Festivals

88%
Feel proud of local restaurants and culture.

82%
Want improved lighting, shade, and cleanliness.

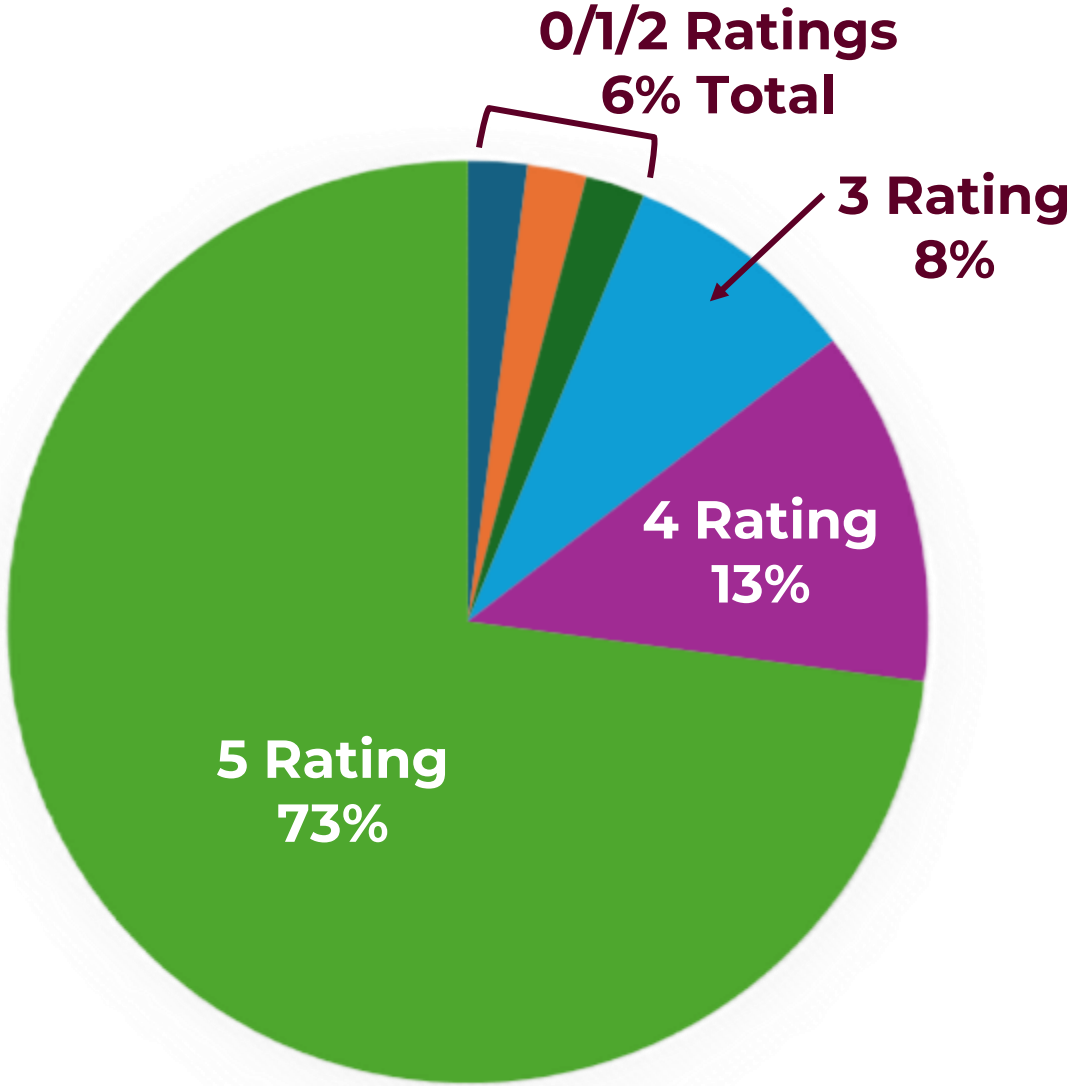
78%
Say more public amenities are needed for comfort and use.

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







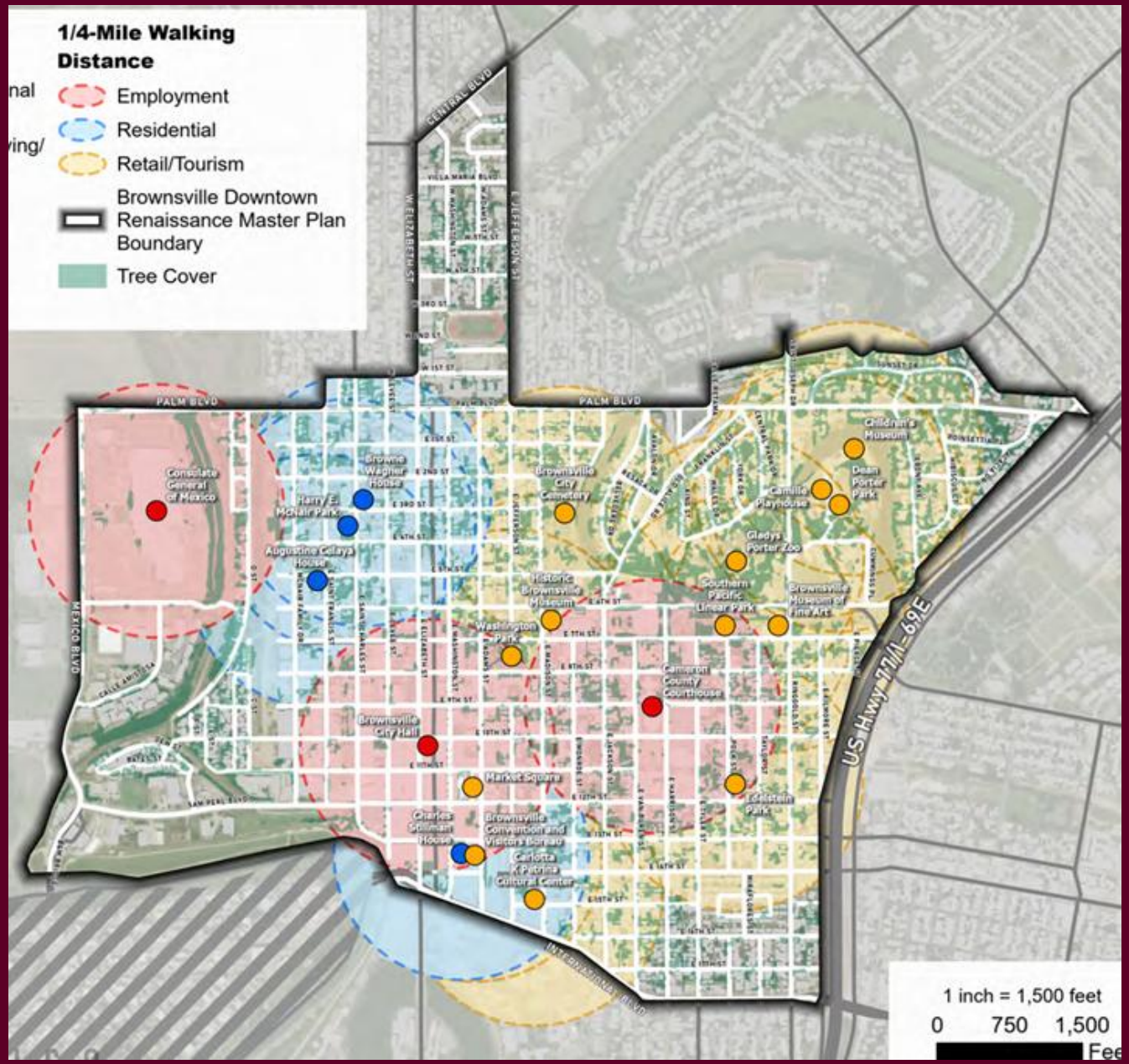







DOWNTOWN HAS MOMENTUM, BUT LACKS FOCUS.

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.



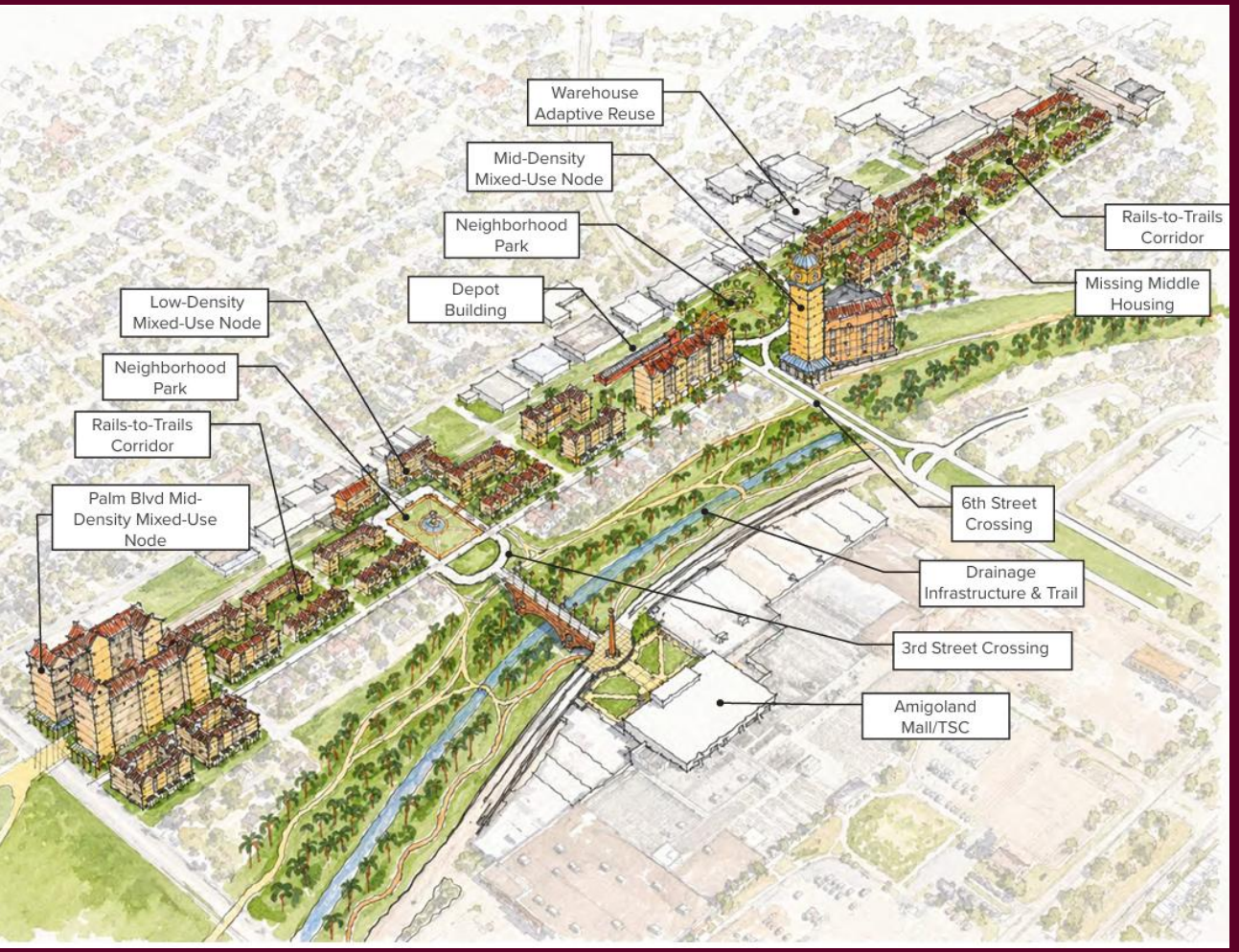
DOWNTOWN IS STRONG, BUT LACKS LIVING OPPORTUNITIES.

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

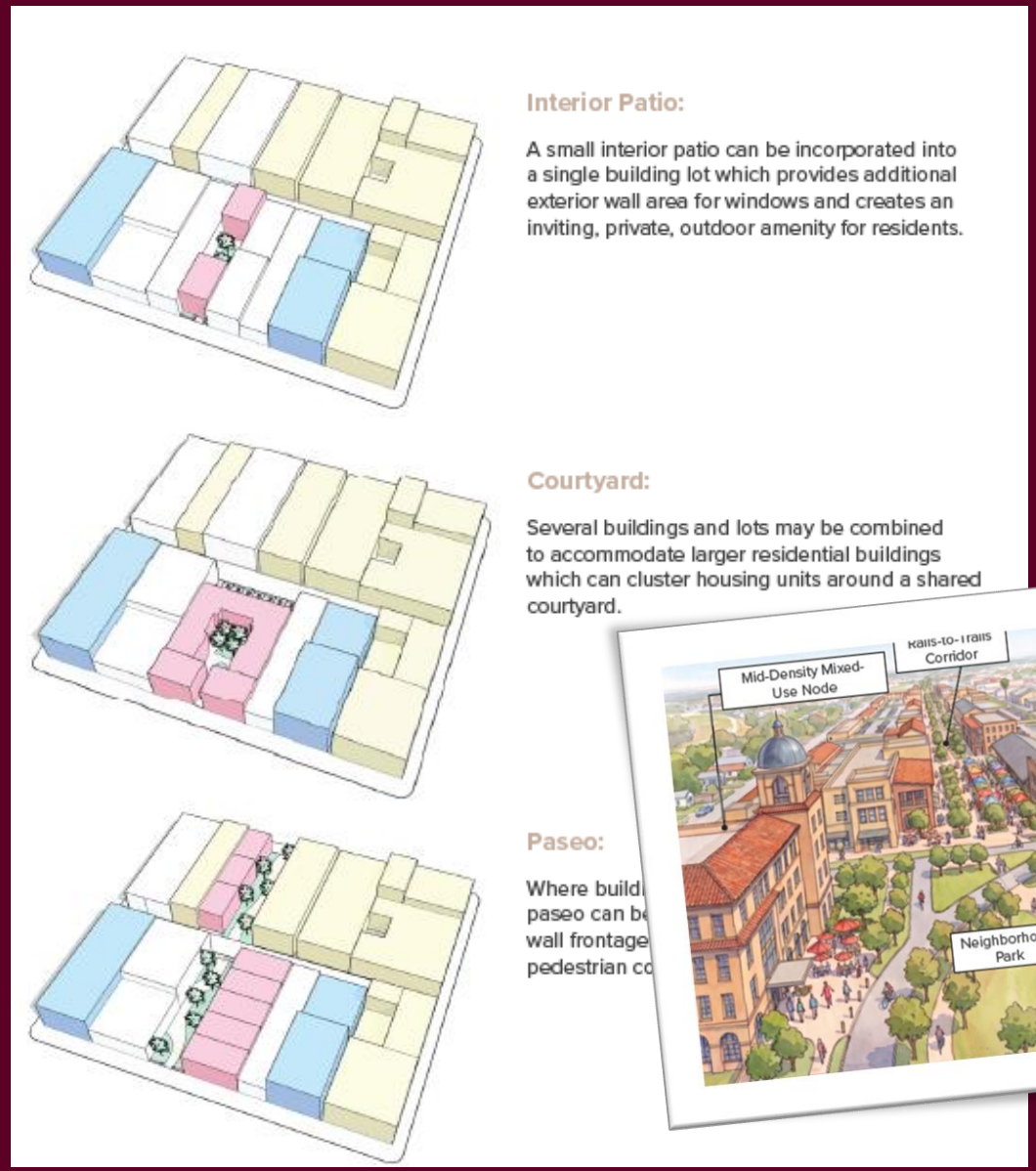
TRANSFORMATIONAL PROJECTS

- Plaza Mayor
- Adams Street Paseo
- The Switchyards



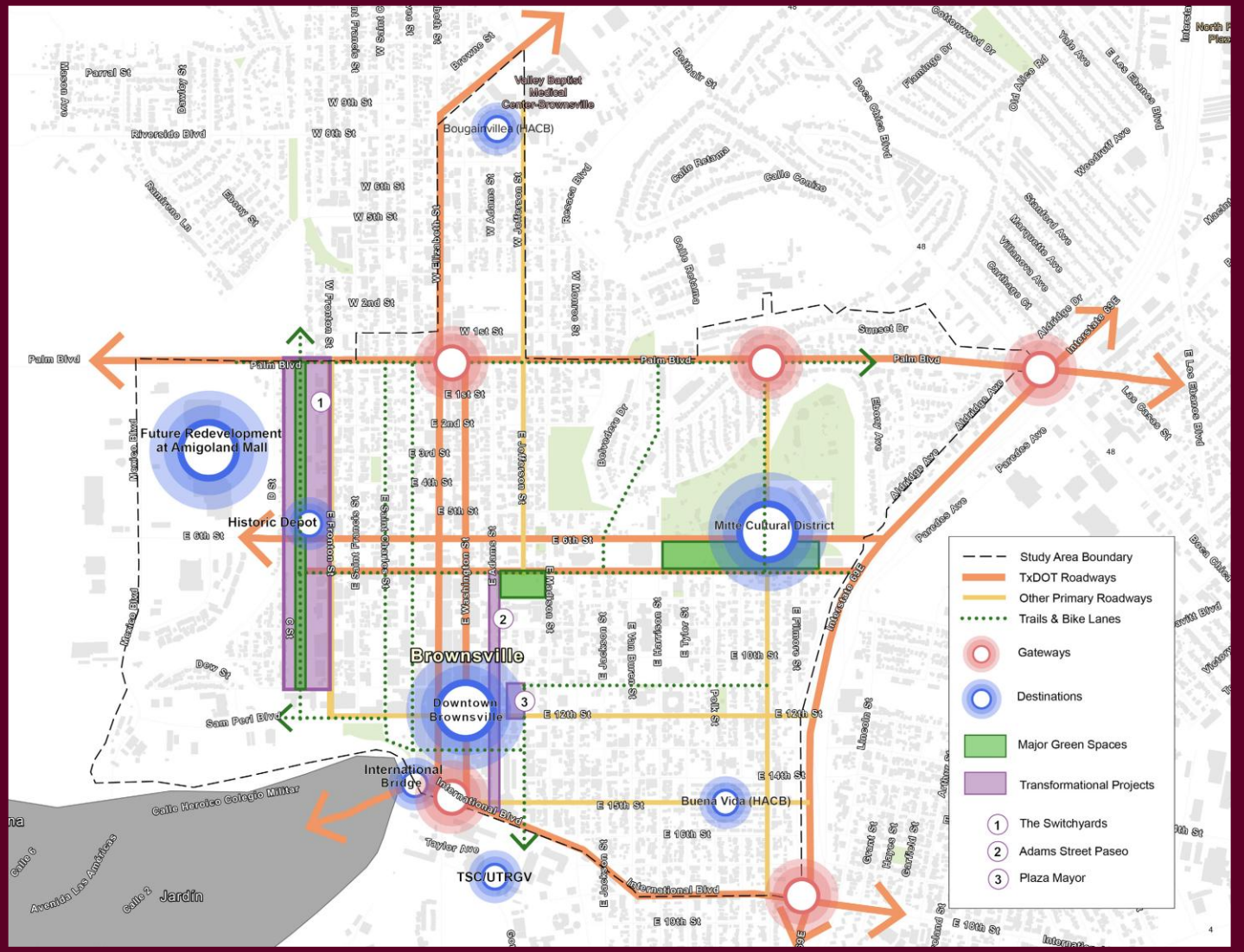
HOUSING STRATEGIES

- 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



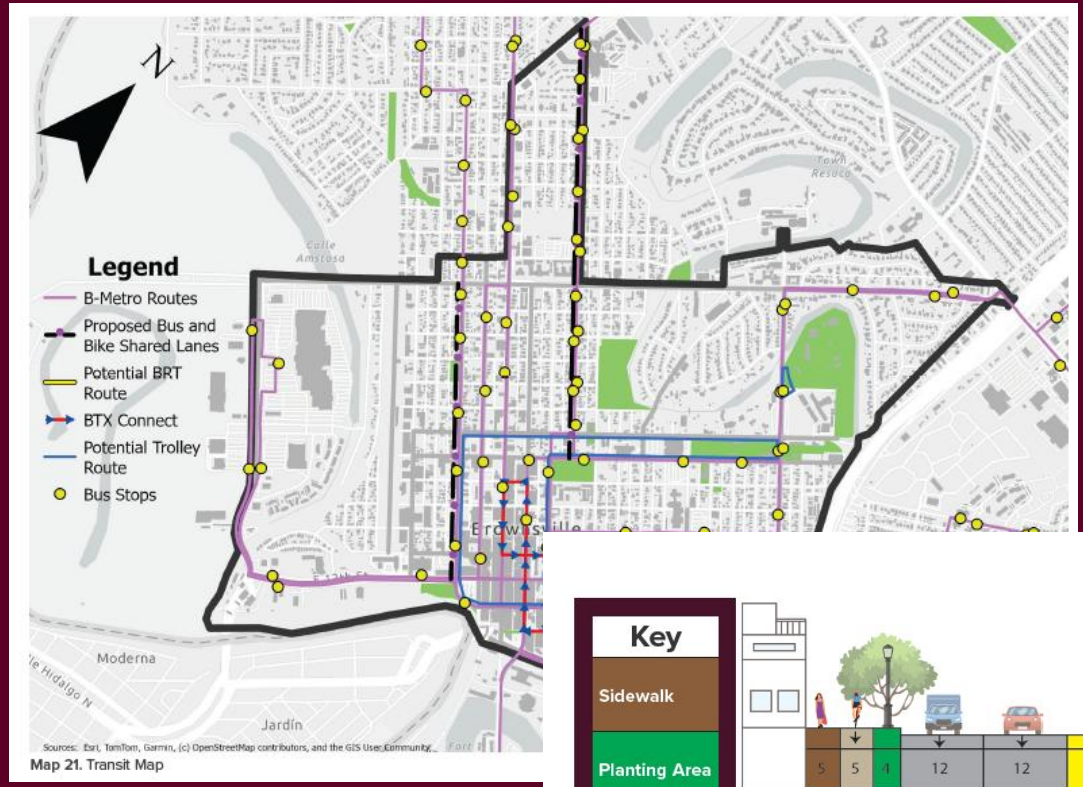
PUBLIC REALM STRATEGIES

- 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

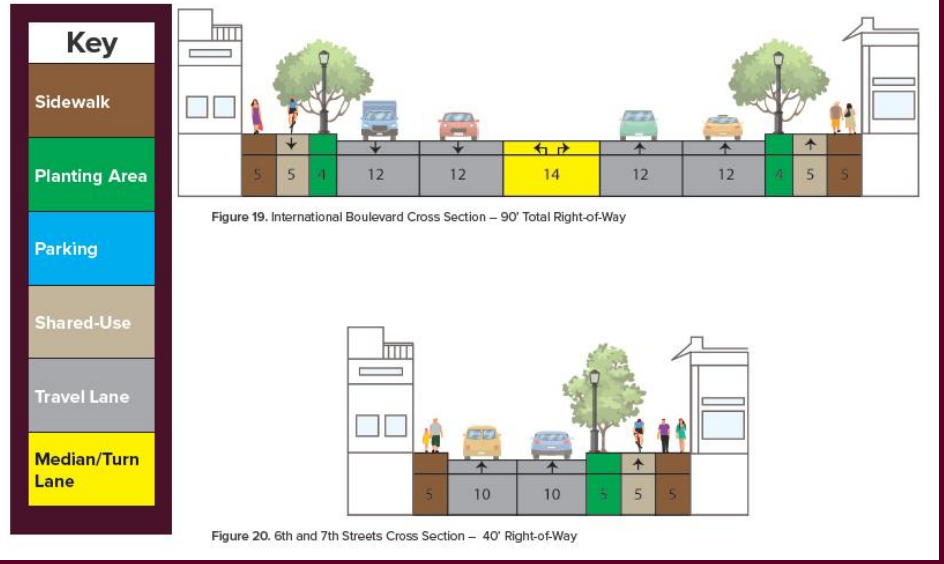


Figure 19. International Boulevard Cross Section – 90' Total Right-of-Way

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.

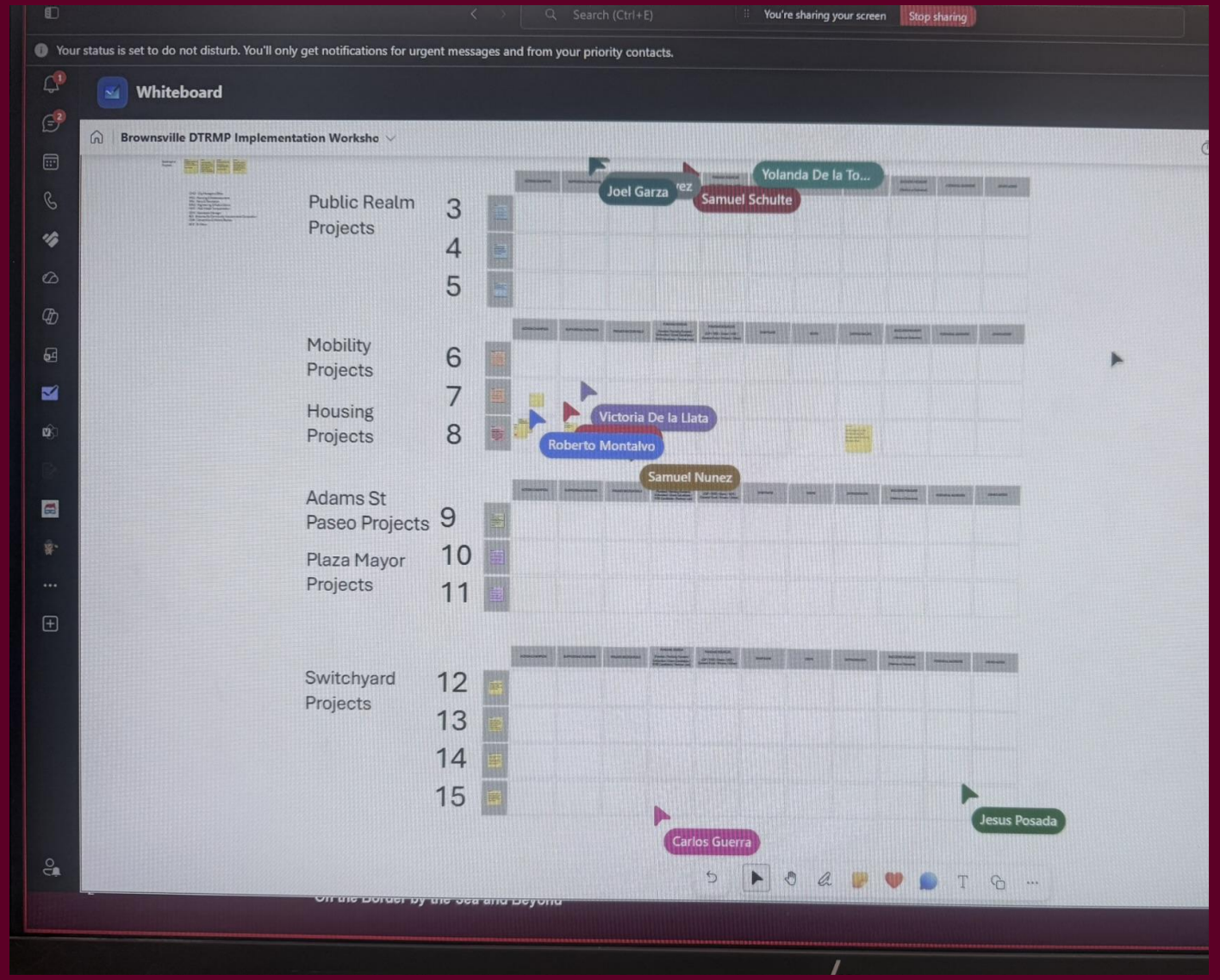
While adding more residents can strengthen downtown over time by supporting local businesses, increasing activity, and creating a more consistent customer base, the pace of residential growth is often gradual. In the near term, this strategy may not generate immediate visible change at the same scale 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, September 1, 2026
Agenda #:	Consideration and **APPROVAL** on **SECOND** and **FINAL 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.

This item was approved by City Commission at 1st Reading on August 18, 2026.

Commission Pillar:

Planning & Zoning

Attachments:

1. Case 235-2026-903-S Binder

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)*

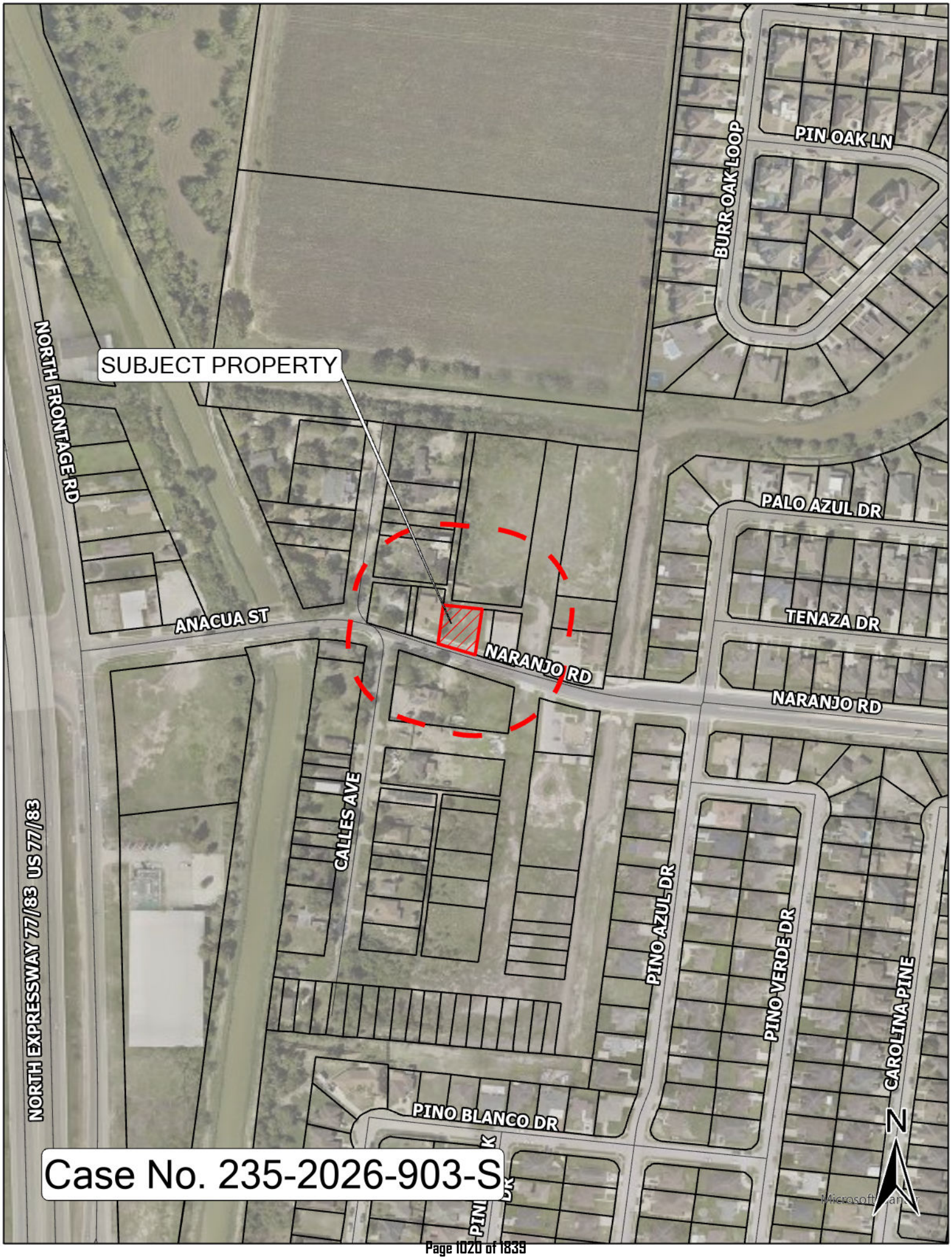
The City of Brownsville Future Land Use Plan indicates that the subject land is located within the Linkage Corridor. Land uses in the Linkage Corridor are primarily commercial, which should have a regional focus. Uses can include medical offices, auditoriums, and sports facilities. Residential uses should 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

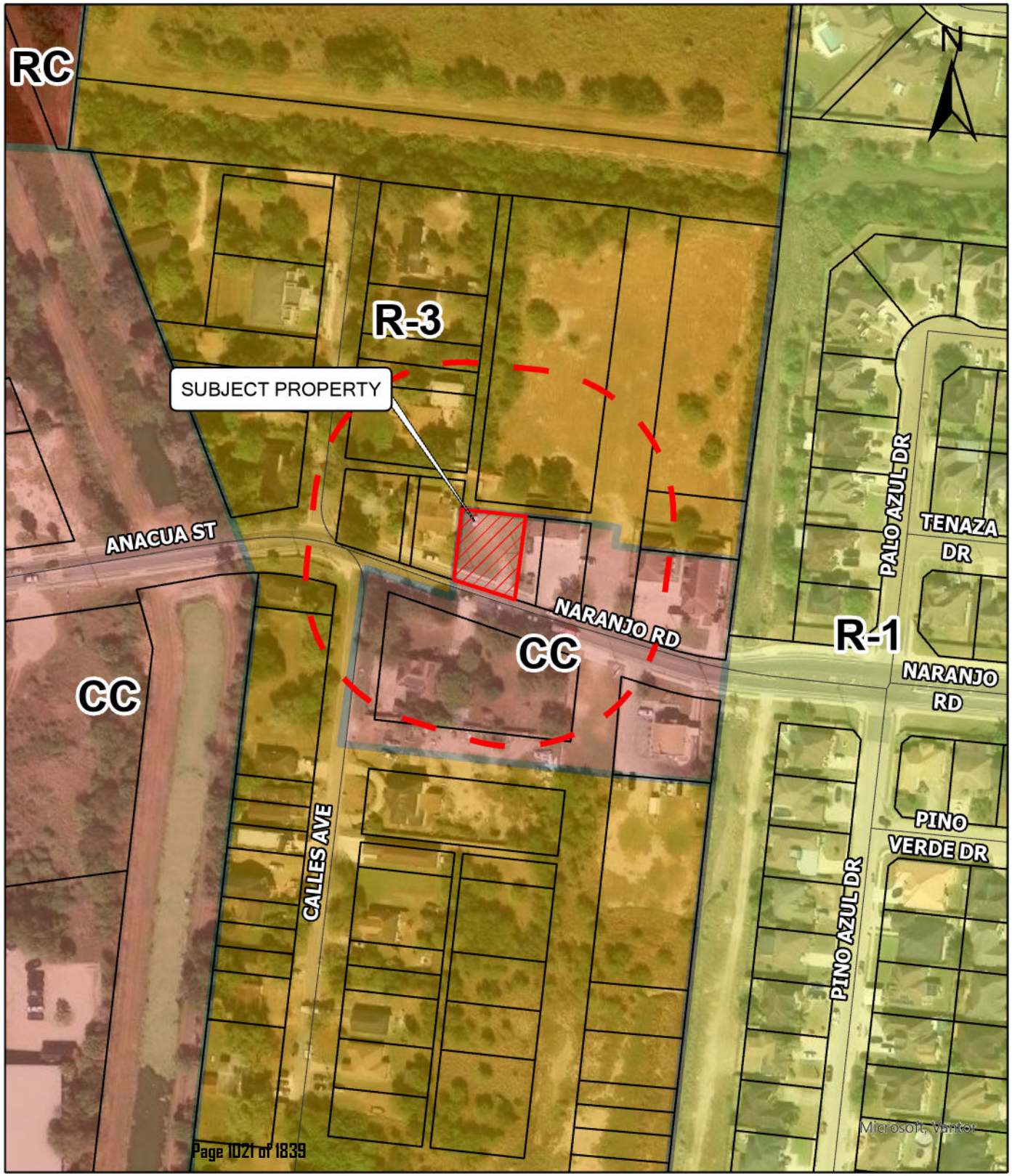
EXHIBIT "A"

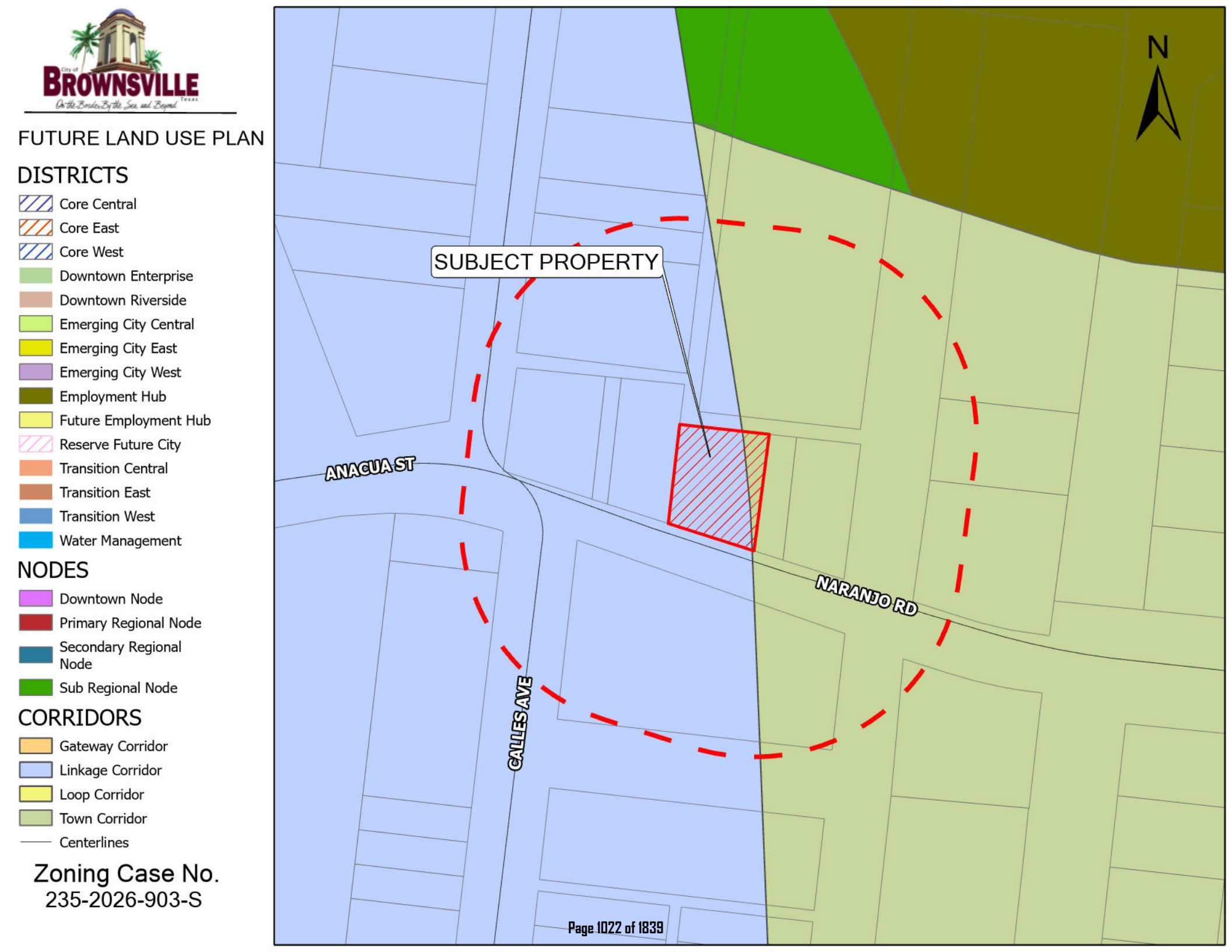
Address:
9935 Naranjo Road,
Olmito, Texas, 78575

Proposed Zoning:
Commercial Corridor (CC) w/ SUP

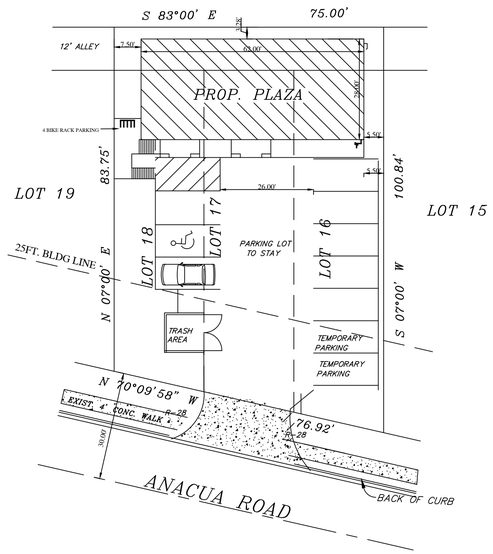
Current Zoning:
Commercial Corridor, CC

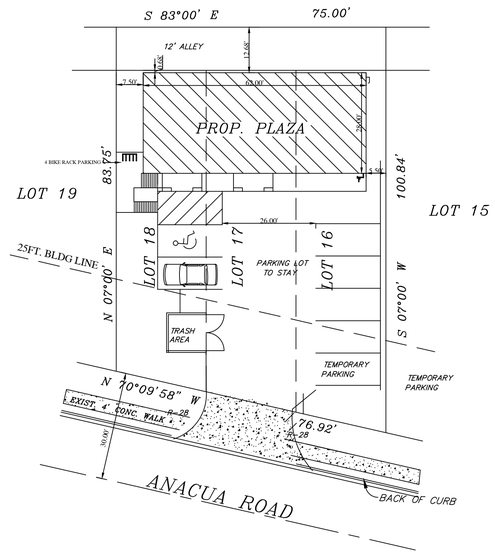
Brownsville Electoral District #3




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

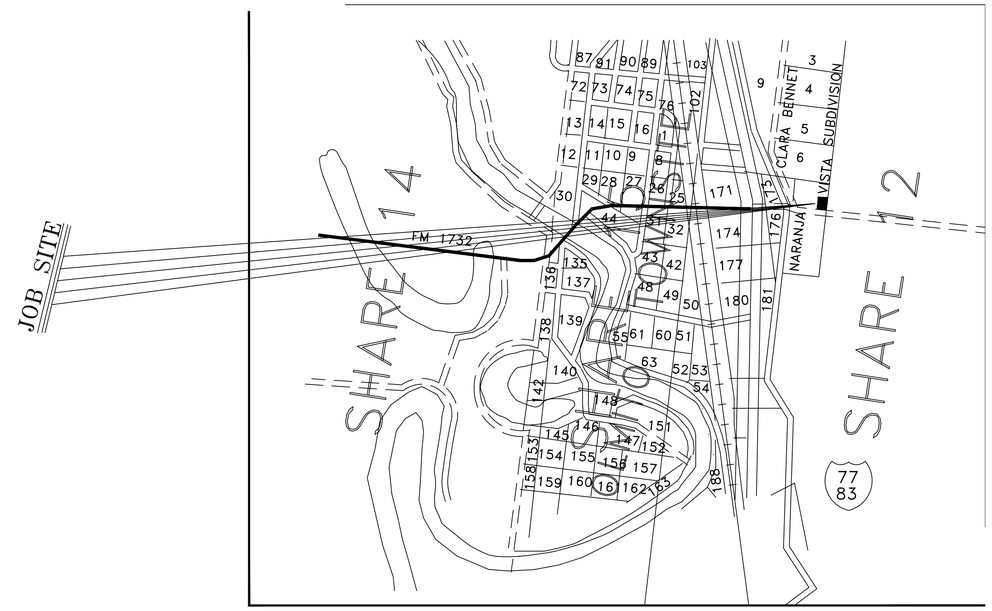




SITE PLAN

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

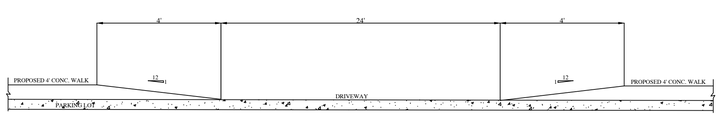
NTS

CONCRETE PAVEMENT DETAIL

N.T.S

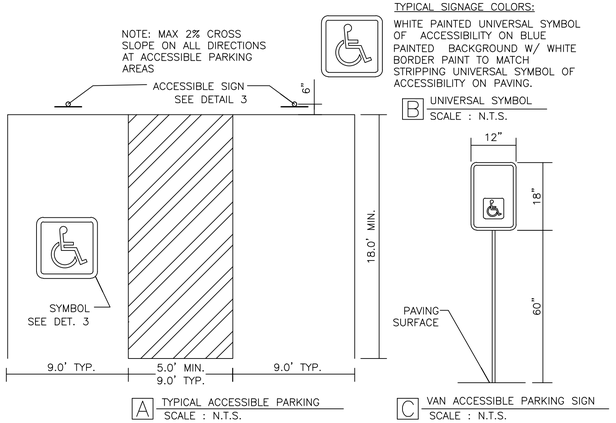
CONCRETE SIDEWALK DETAIL

N.T.S



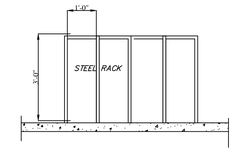
RAMP DETAIL ON DRIVEWAY

N.TS.



ACCESSIBLE PARKING DETAILS

N.T.S.



4-BIKE RACK PARKING

N.TS.

NOTE : IF DAMEGED,SIDEWALKS MUST BE REPAIRED AT PROPERTY OWNER'S EXPENSE

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, September 1, 2026
Agenda #:	Consideration and **APPROVAL** on **SECOND** and **FINAL 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).

This item was approved by City Commission at 1st Reading on August 18, 2026.

Commission Pillar:

Planning & Zoning

Attachments:

1. Case 235-2026-904 Binder

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)*

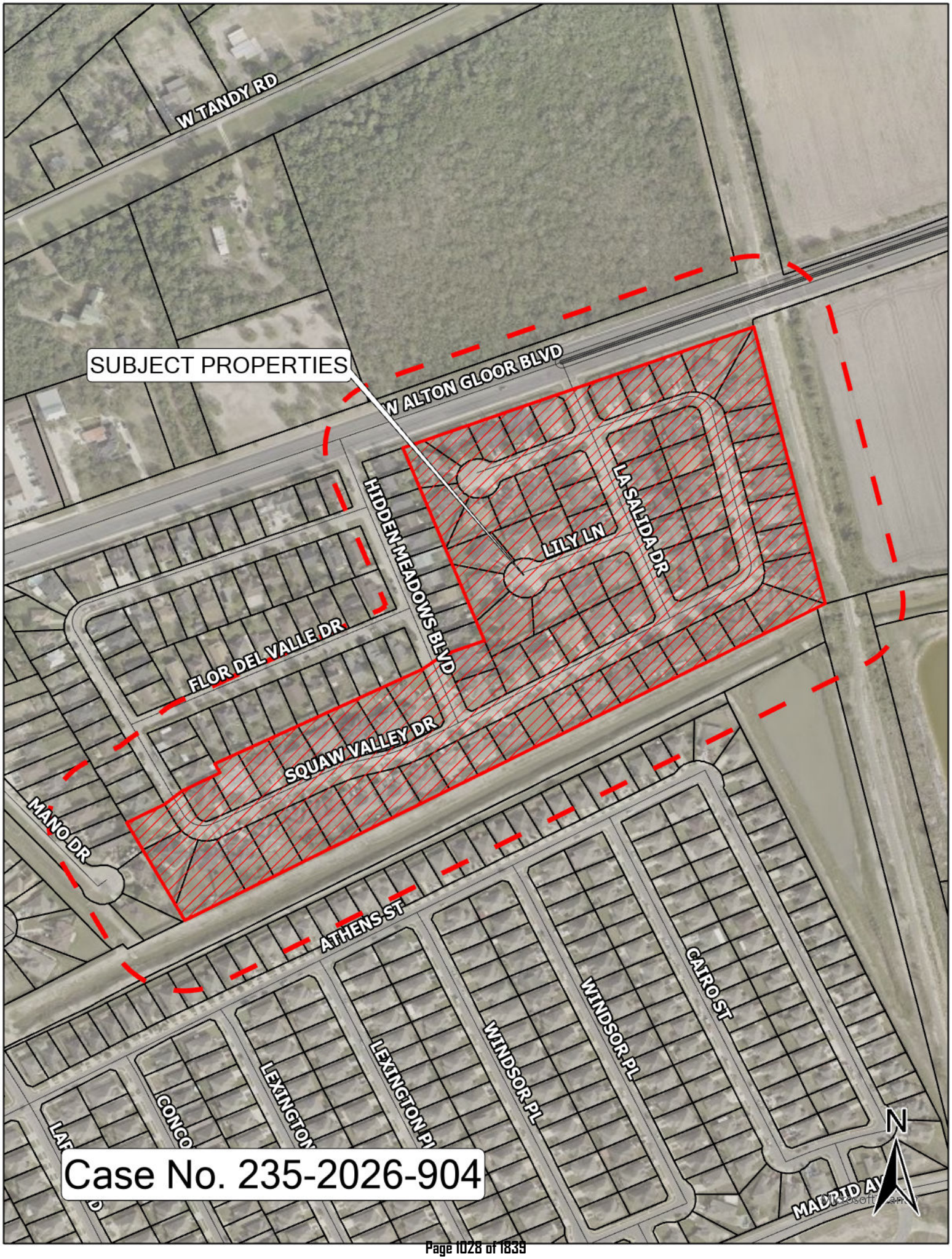
The Future Land Use Plan shows this area predominantly within the Town Corridor and Sub Regional Node. Town Corridors are primarily residential with small clusters of commercial land uses such as office and retail uses to serve local residents. It is the opinion of staff that the request is consistent 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.


W TANDY RD
SUBJECT PROPERTIES
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

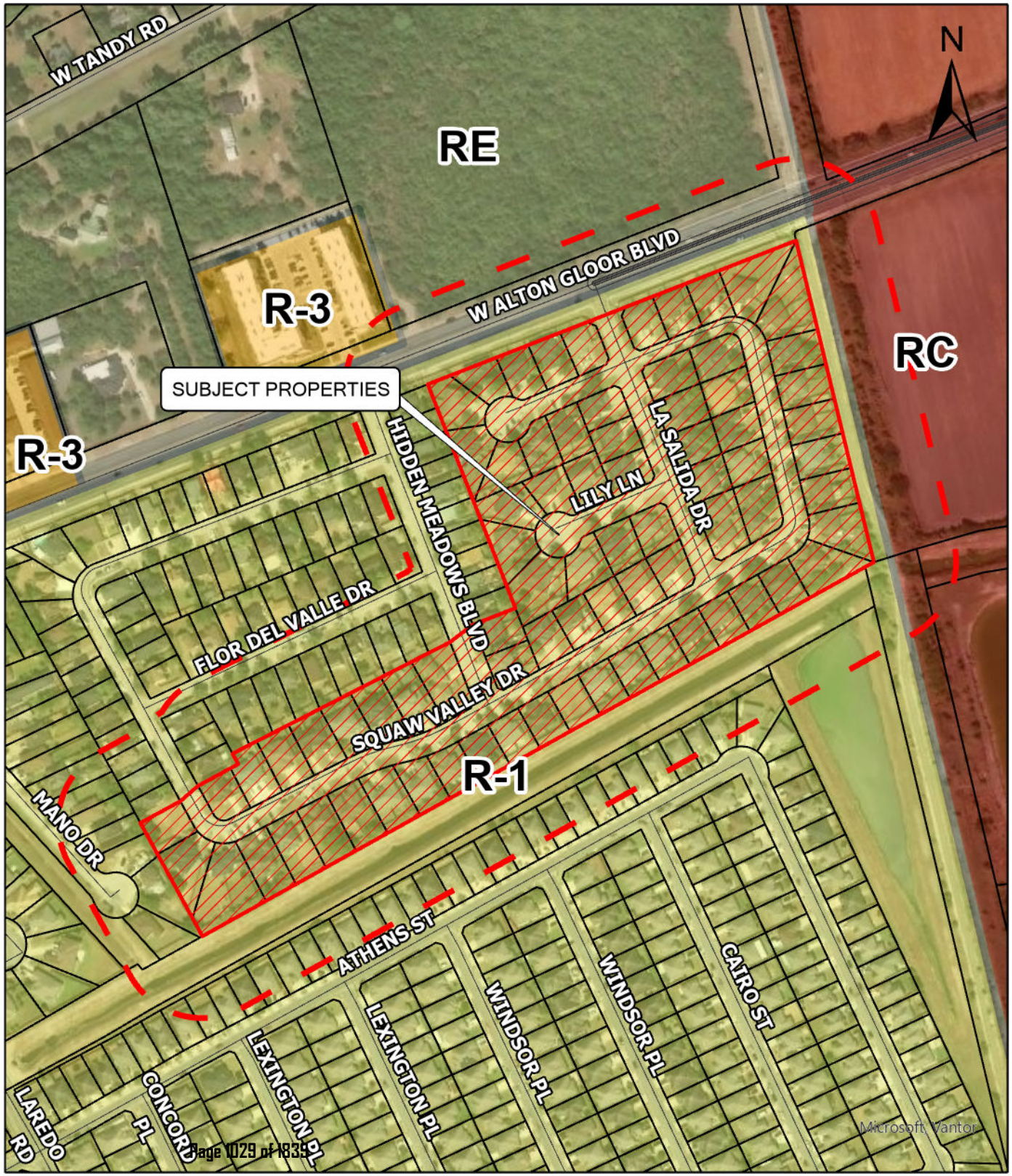
EXHIBIT "A"

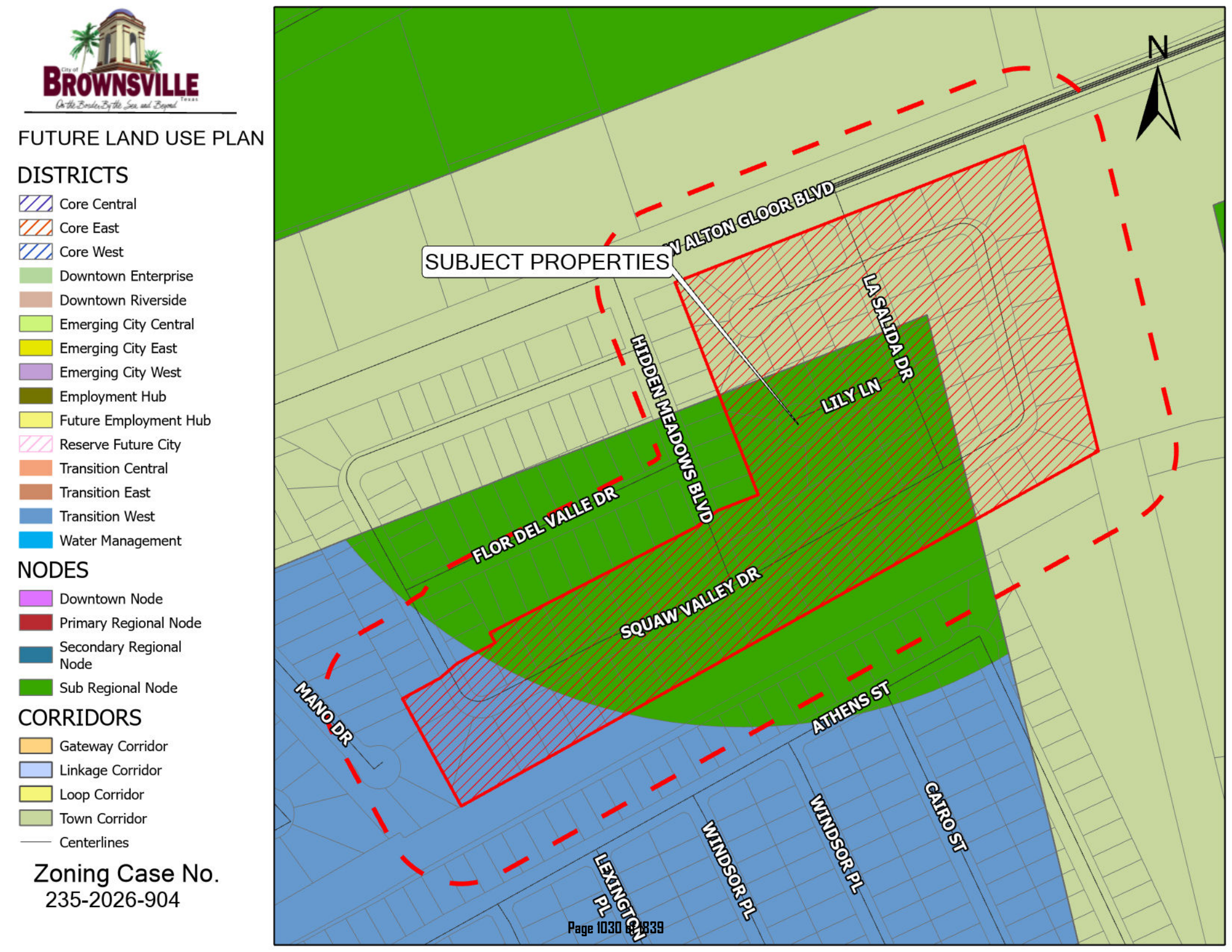
Address:
Hidden Meadows Sec. 2,
Brownsville, Texas, 78520

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, September 1, 2026
Agenda #:	Consideration and **APPROVAL** on **SECOND** and **FINAL 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).

This item was approved by City Commission at 1st Reading on August 18, 2026.

Commission Pillar:

Planning & Zoning

Attachments:

1. Case 235-2026-905 Binder

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)*

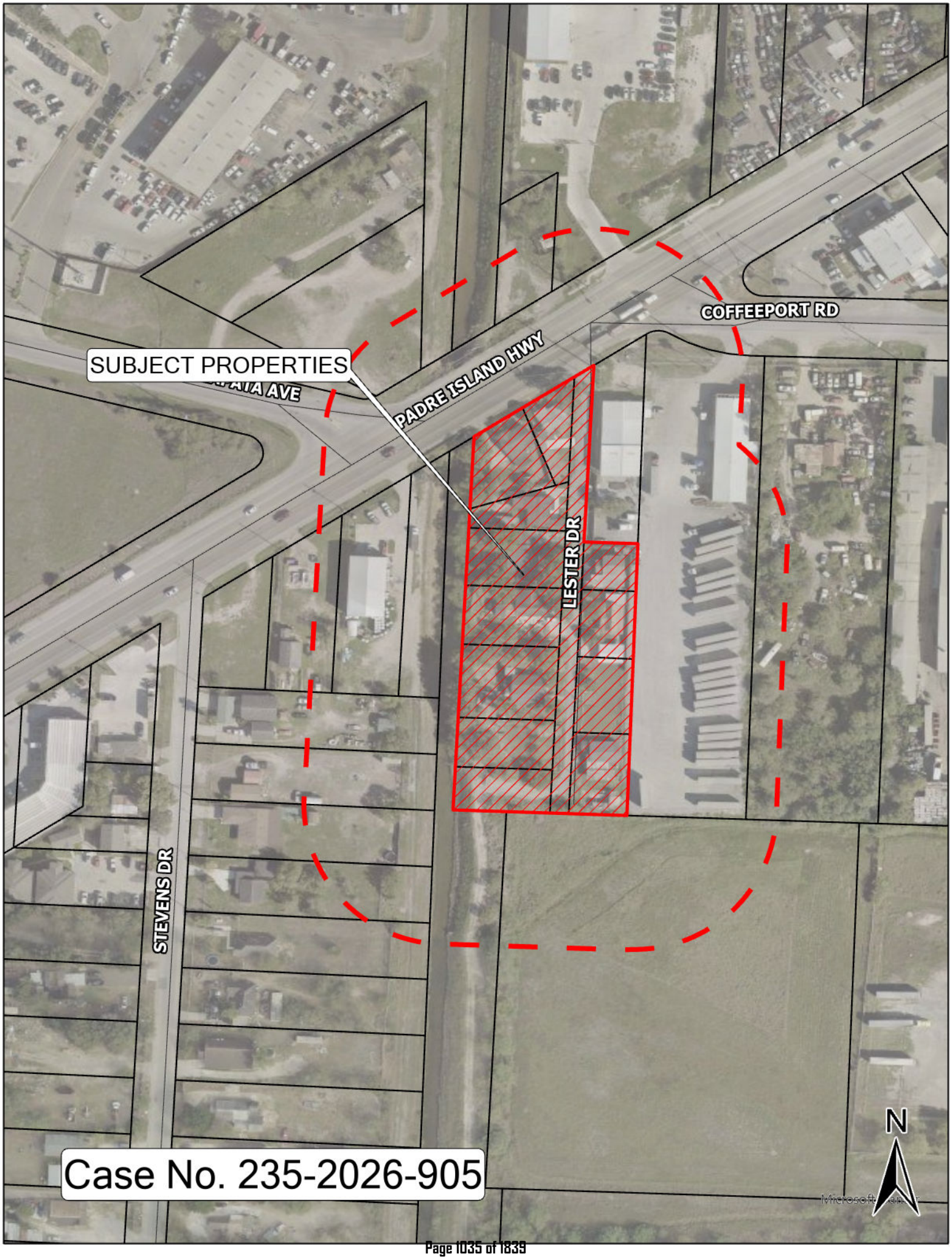
The City of Brownsville Future Land Use Plan indicates that the subject land is located within the Linkage Corridor. Land uses in the Linkage Corridor are primarily commercial, which should have a regional focus. Uses can include medical offices, auditoriums, and sports facilities. Residential uses should 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

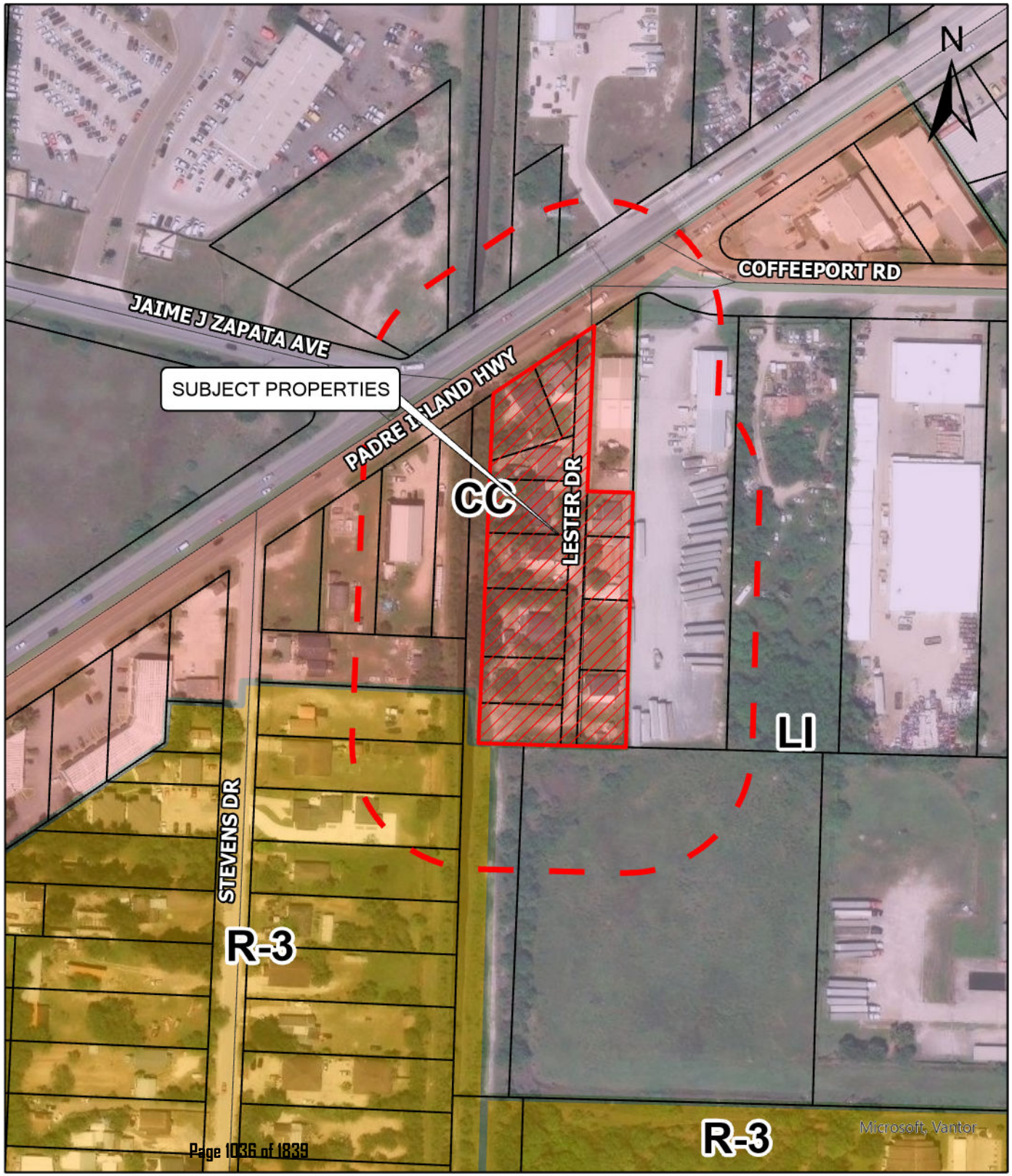
EXHIBIT "A"

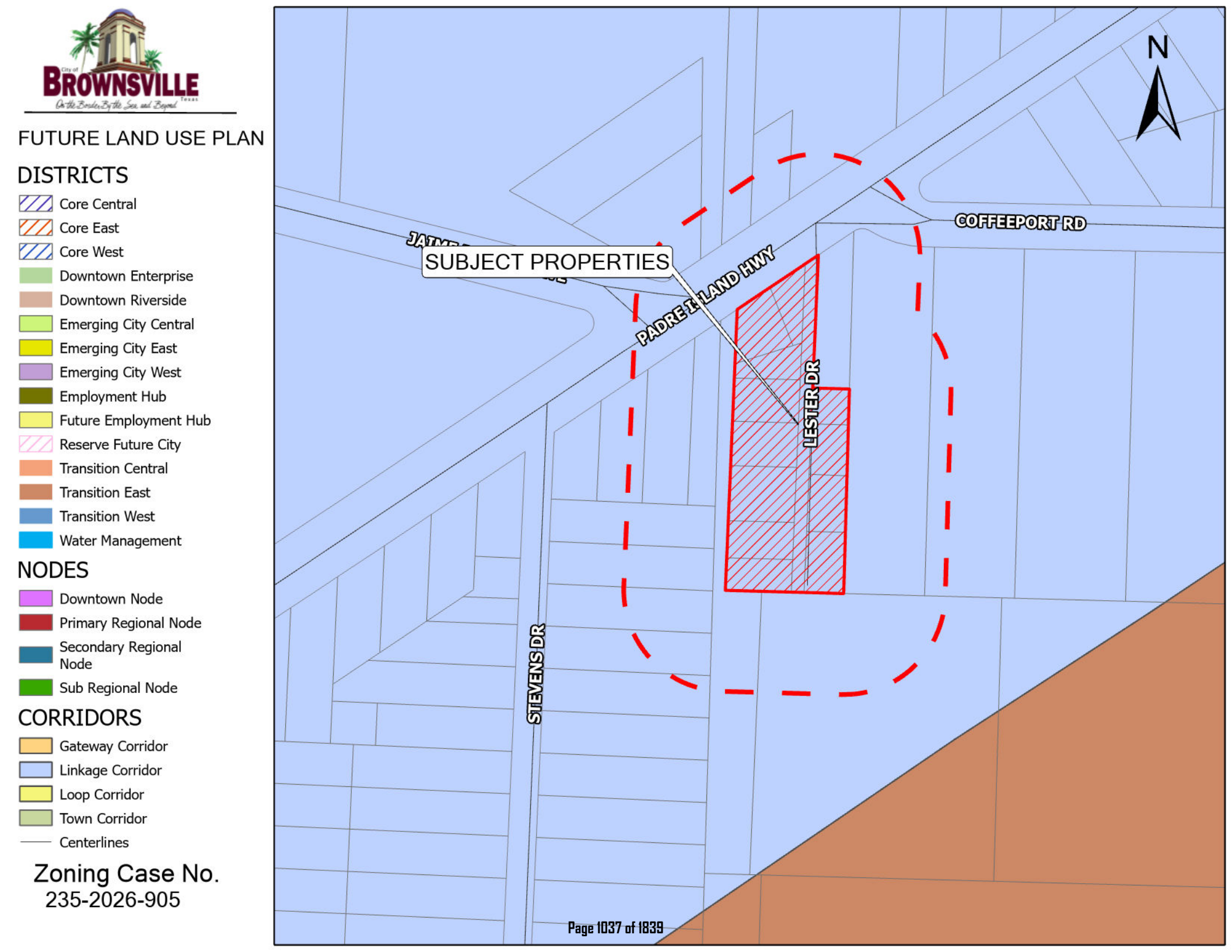
Address:
Lester Drive,
Brownsville, Texas, 78521

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
Page 1037 of 1839

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Will Trevino, City Attorney
Date:	Tuesday, September 1, 2026
Agenda #:	Consideration and **APPROVAL** on **SECOND** and **FINAL READING** on **Ordinance Number 2026-1818** 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. (Planning & Redevelopment Department/Office of the City Attorney/City Manager's Office)

Summary:

Project Scope and Analysis:

Funding:

Source: Not Applicable

Amount:

Local Contribution if Applicable:

Recommendation:
Staff recommends approval.

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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Madeira Espiritu Santo Public Improvement District Number One Buyer Disclosure 47

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.

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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

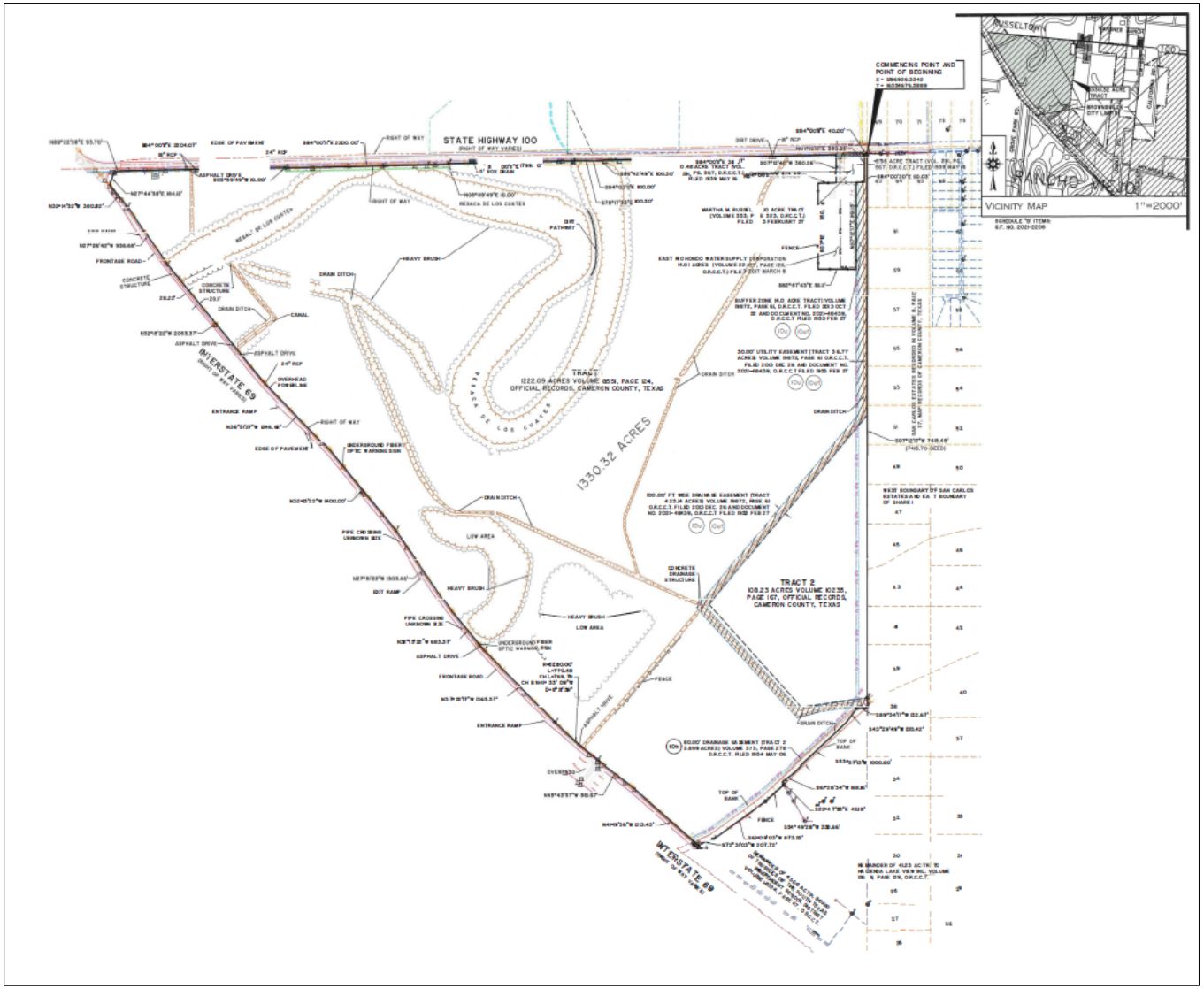


EXHIBIT B – SUPPLEMENTAL SERVICES

	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

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				
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

			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
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

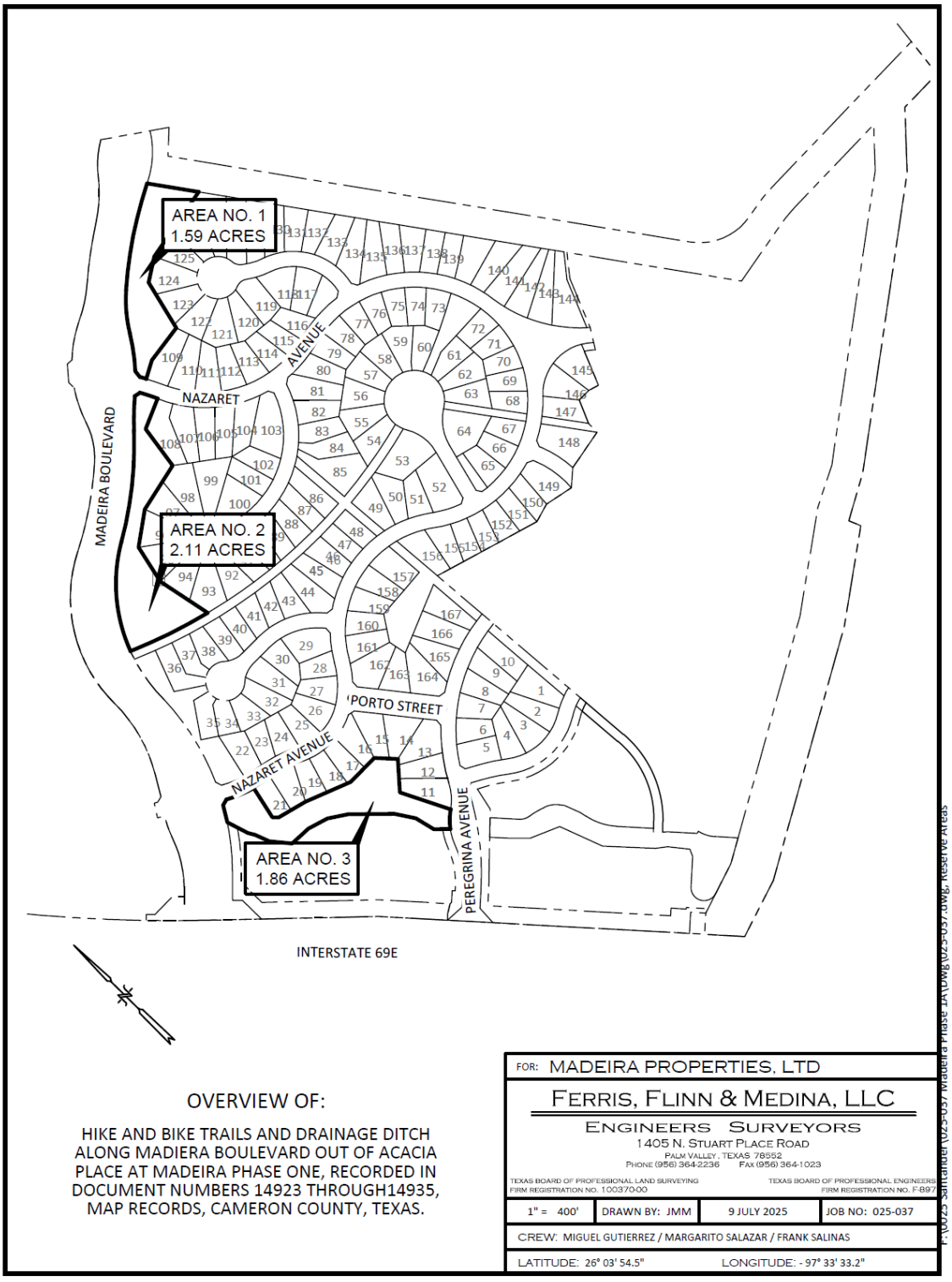
[a] As provided by the Cameron Appraisal District.

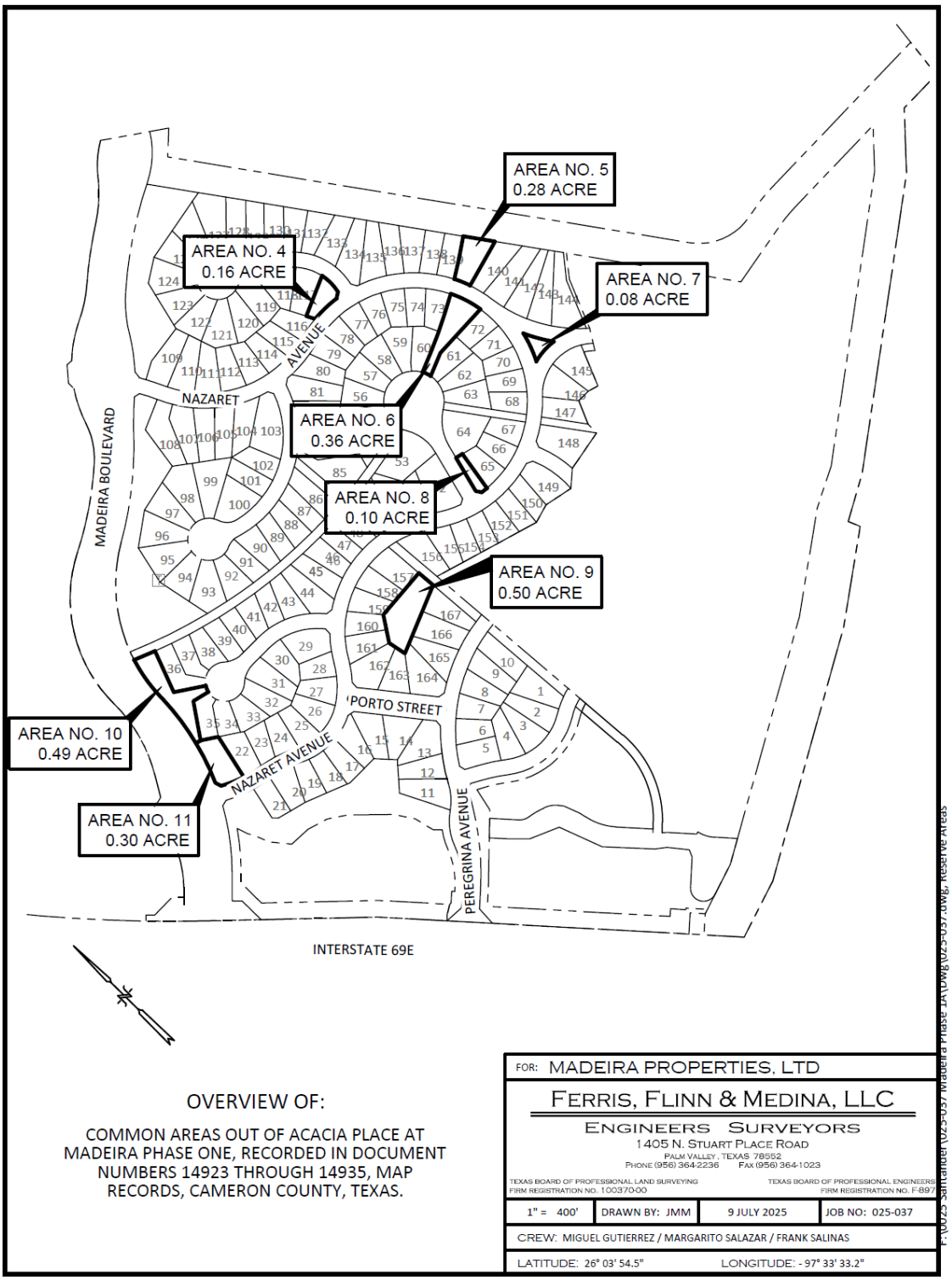
[b] For billing purposes, the Annual Collection Costs portion of the Annual Installment due 1/31/2027 shall be allocated to the Property IDs based on the ratio of the O&M Assessment on each Parcel as compared to the total O&M Assessment of the District.

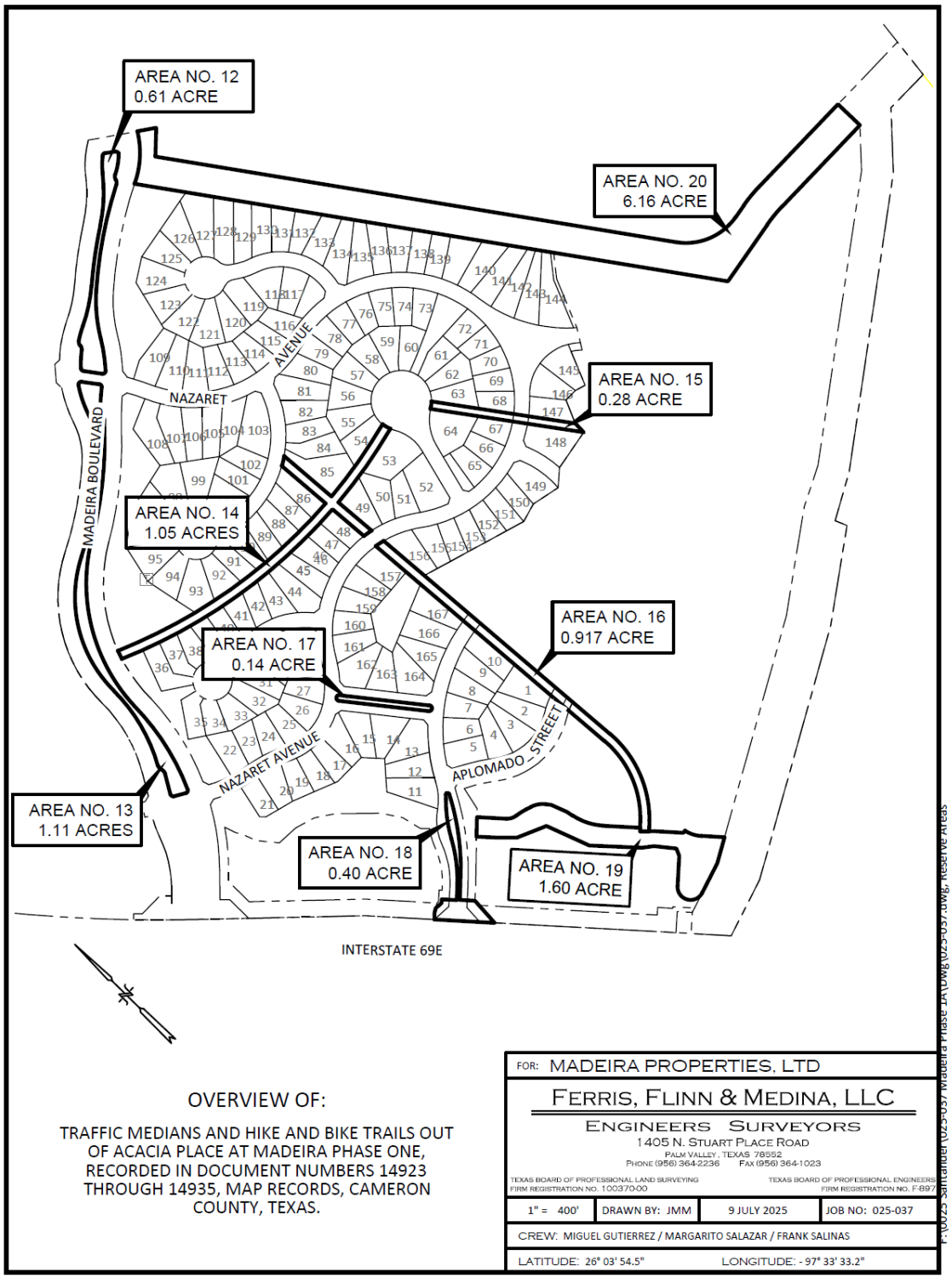
[c] Property located entirely outside of Improvement Area #1 and anticipated to be developed as one or more future improvement areas.

[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

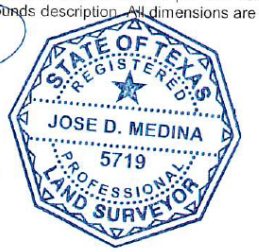
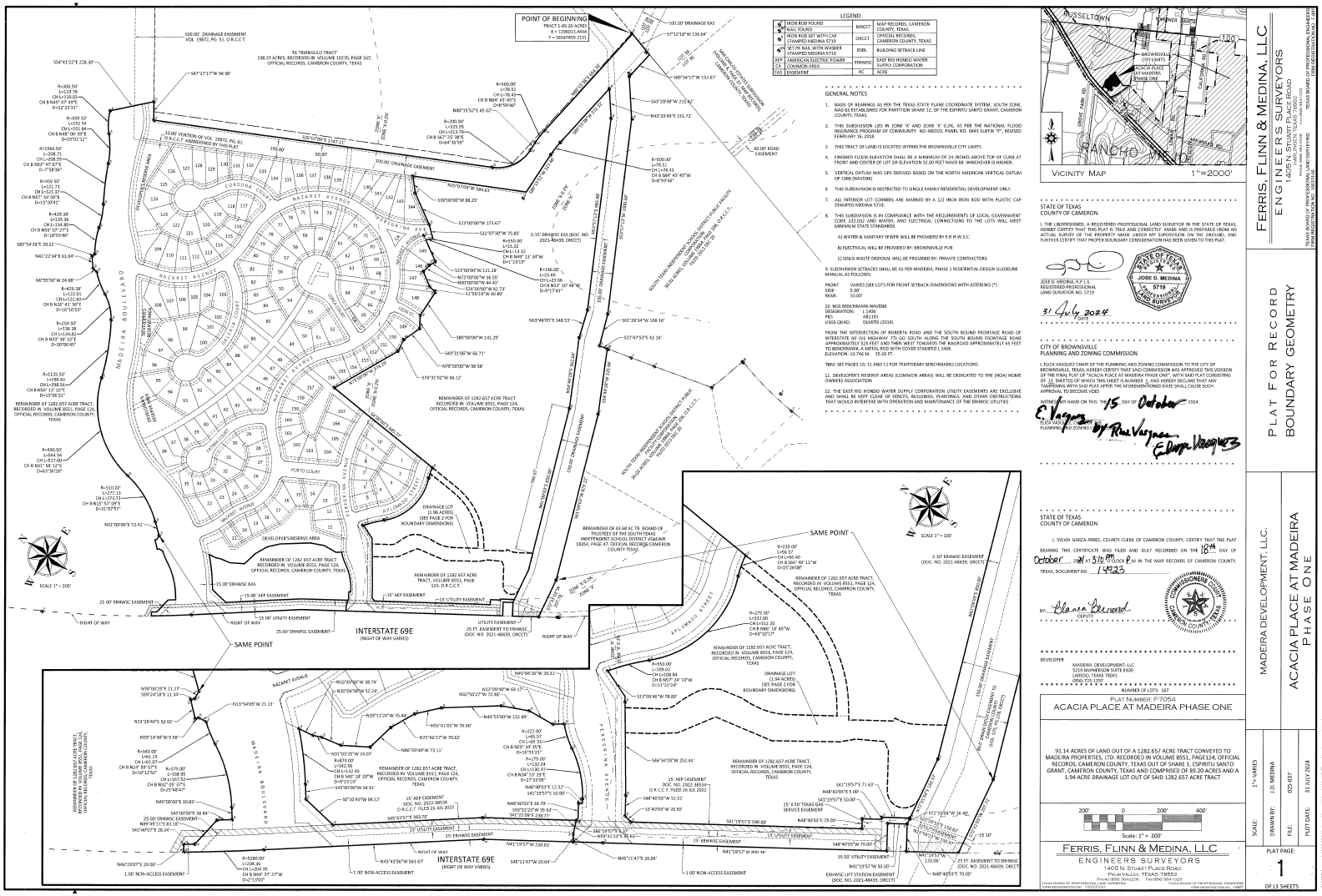
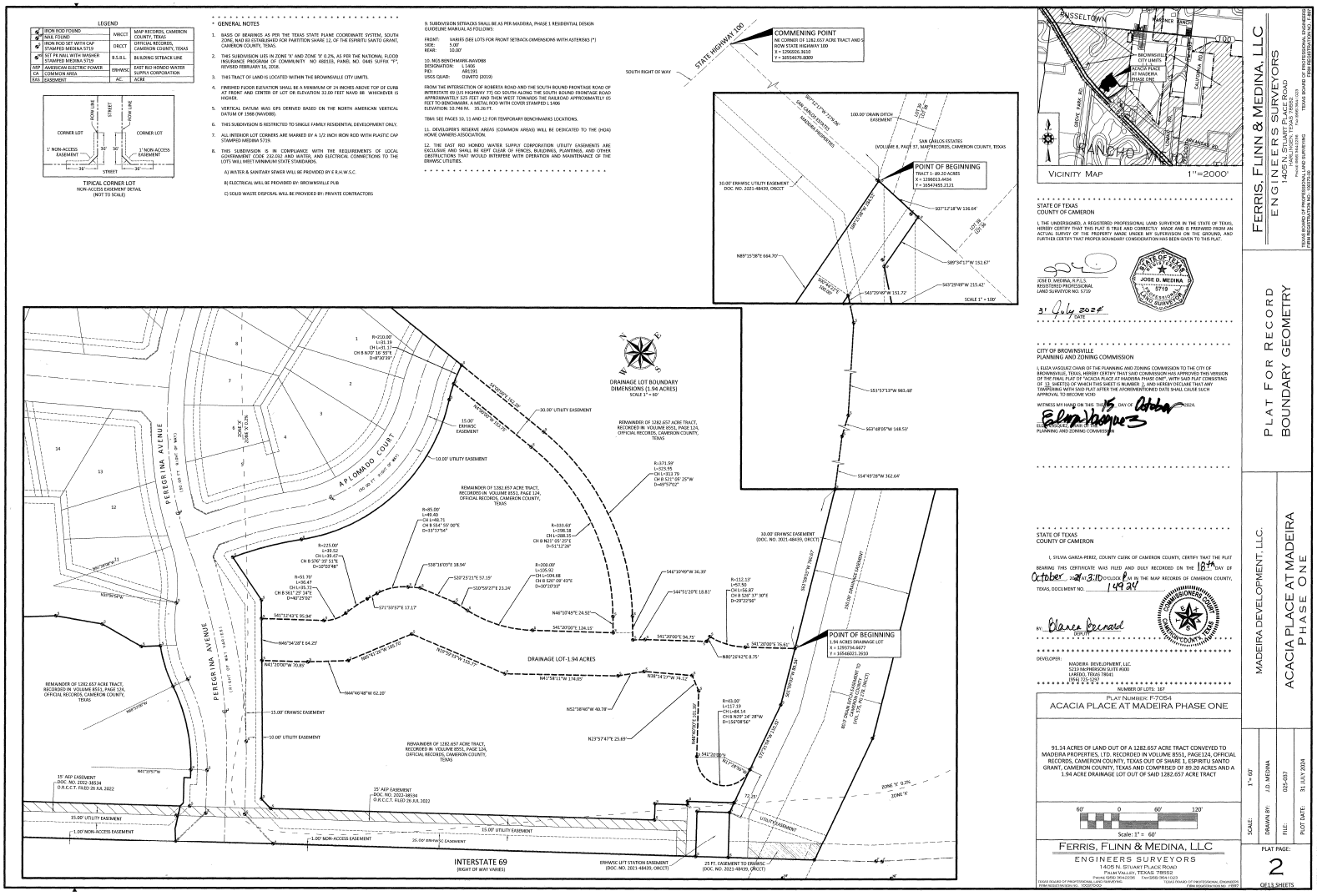
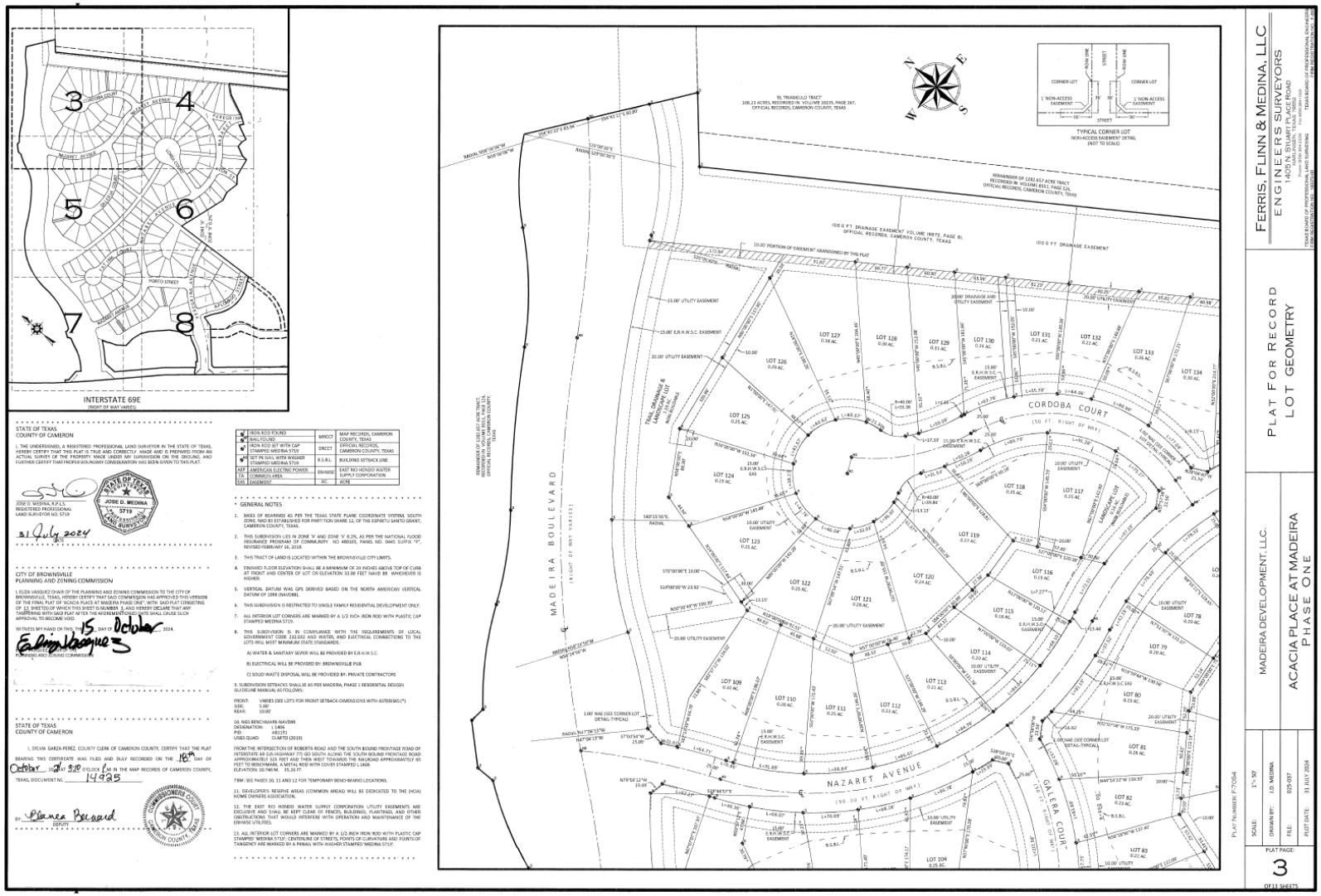
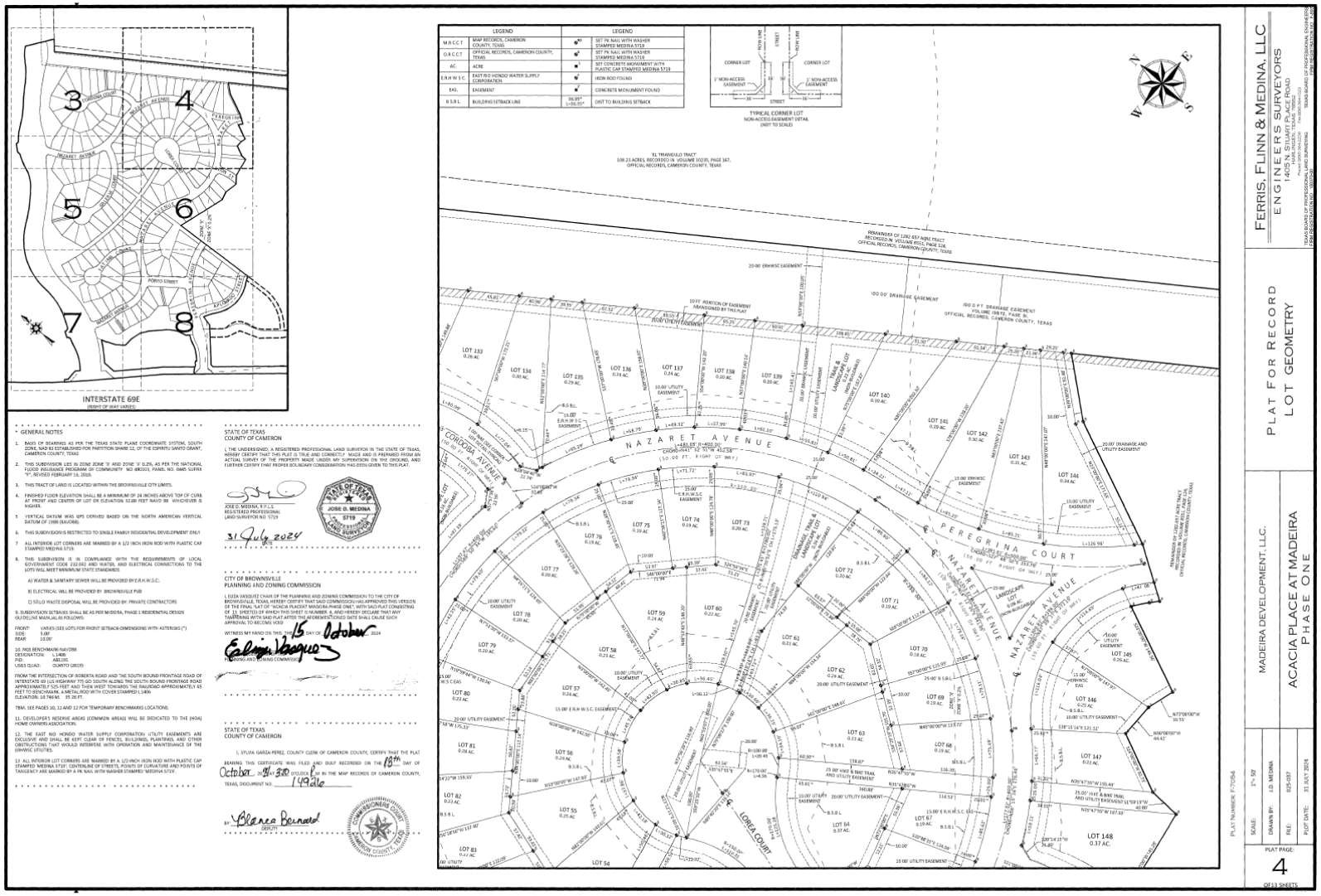


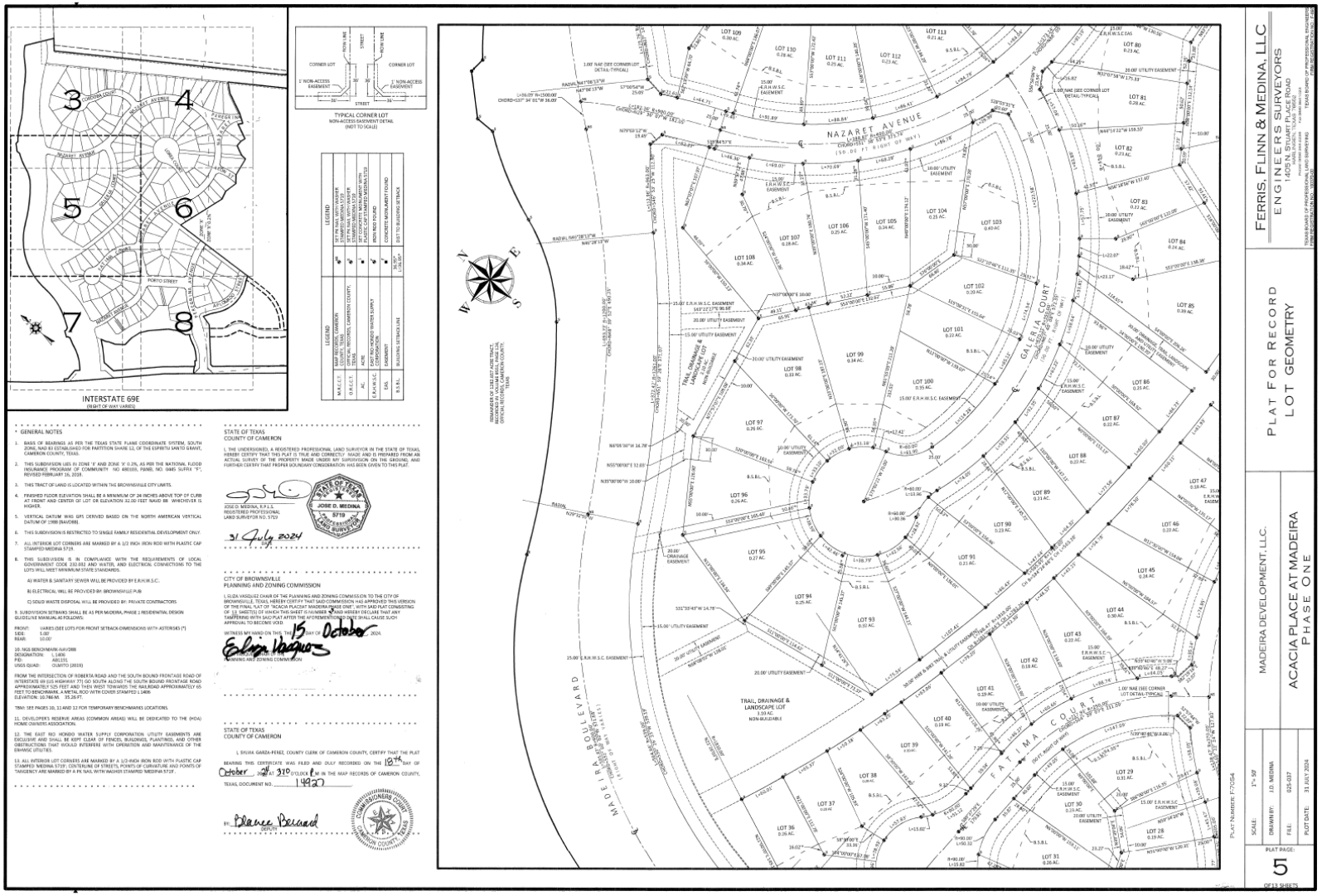
EXHIBIT G – IMPROVEMENT AREA #1 FINAL PLAT

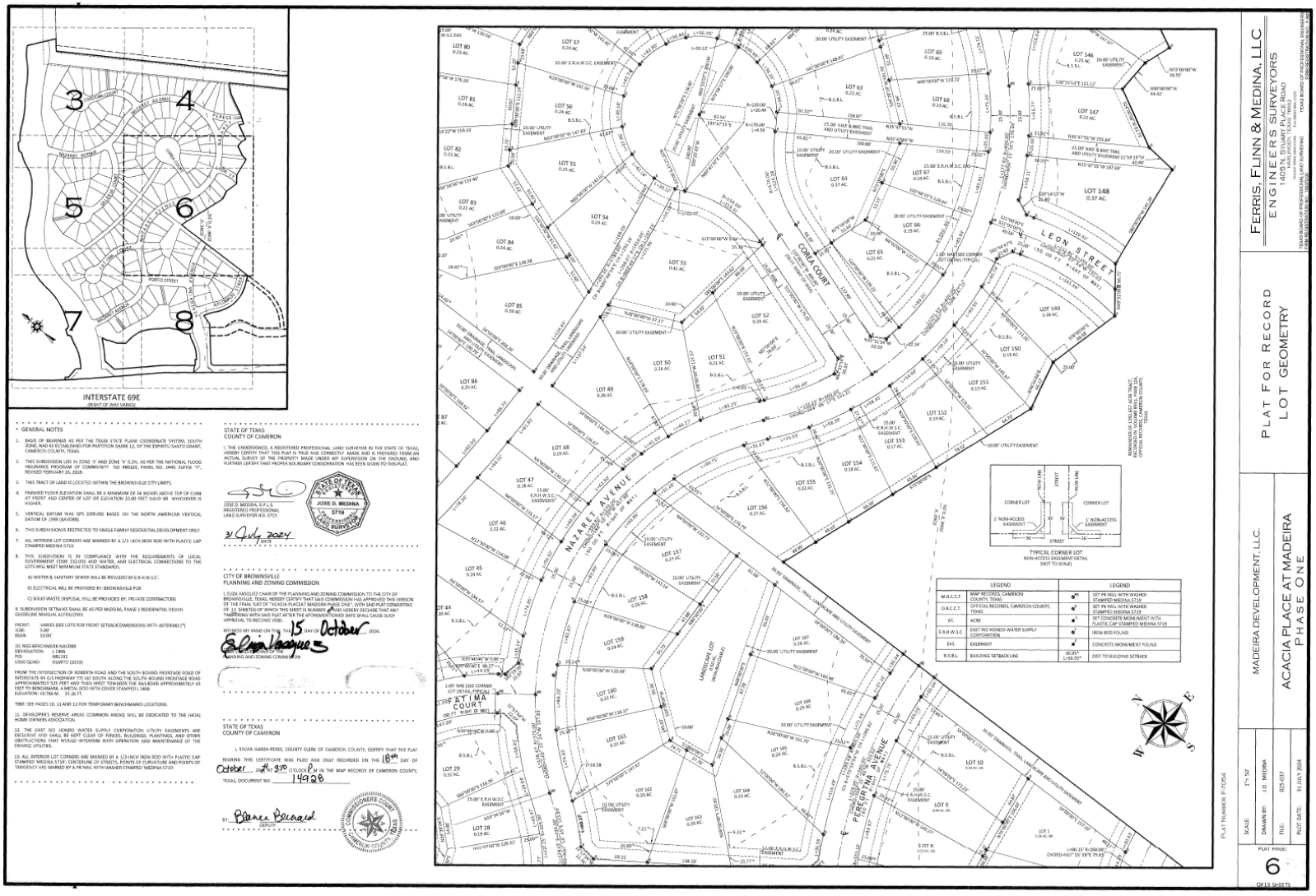


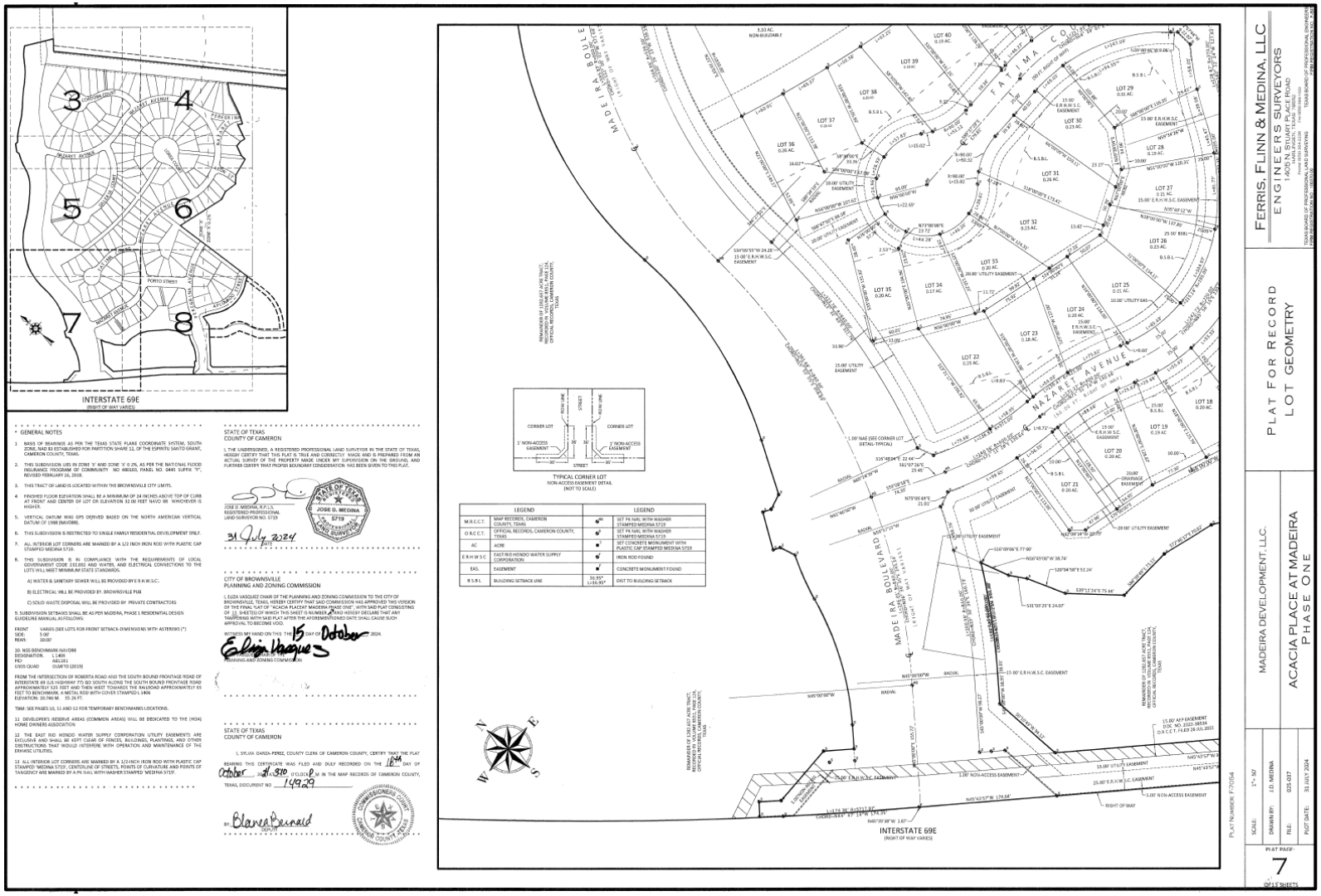

LEGEND
IRON ROD FOUND
NAIL FOUND
IRON ROD SET WITH CAP STAMPED MEDINA 5719
SET PK NAIL WITH WASHER STAMPED MEDINA 5719
AEP AMERICAN ELECTRIC POWER
CA COMMON AREA
EAS EASEMENT
MRCCT MAP RECORDS, CAMERON COUNTY, TEXAS
ORCCT OFFICIAL RECORDS, CAMERON COUNTY, TEXAS
B.S.B.L. BUILDING SETBACK LINE
ERHWSC EAST 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: AB6195
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, MAP RECORDS, CAMERON COUNTY, TEXAS
100.00' DRAIN DITCH EASEMENT
10.00' ERHWSC UTILITY EASEMENT DOC. NO. 2021-48439, ORCCT
LOT 2A LOT 1A
LOT 2B LOT 1B
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
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
POINT OF BEGINNING
1.94 ACRES DRAINAGE LOT
X = 1290734.6427
Y = 16546021.2610
PEREGRINA AVENUE
APLOMADO COURT
30.00' UTILITY EASEMENT
15.00' ERHWSC EASEMENT
10.00' UTILITY EASEMENT
15' AEP EASEMENT DOC. NO. 2022-38534 O.R.C.C.T. FILED 26 JUL 2022
1.00' NON-ACCESS 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'
RUSSELTOWN
BROWNSVILLE CITY LIMITS
ACACIA PLACE AT MADEIRA PHASE ONE
RANCHO
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) 525-5247
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) 504-0196 FAX (956) 504-1523
TEXAS BOARD OF PROFESSIONAL ENGINEERS FIRM REGISTRATION NO. 1000150
TEXAS BOARD OF PROFESSIONAL LAND SURVEYORS FIRM REGISTRATION NO. 100805-00
FERRIS, FLINN & MEDINA, LLC
ENGINEERS SURVEYORS
1405 N. STUART PLACE ROAD
PALM VALLEY, TEXAS 78552
PHONE (956) 504-0196 FAX (956) 504-1523
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
P:\2025 Subdivision\025-037 Madeira Phase 1A\Dwg\025-037 FINAL Plat.dwg, Final Plat (2+)

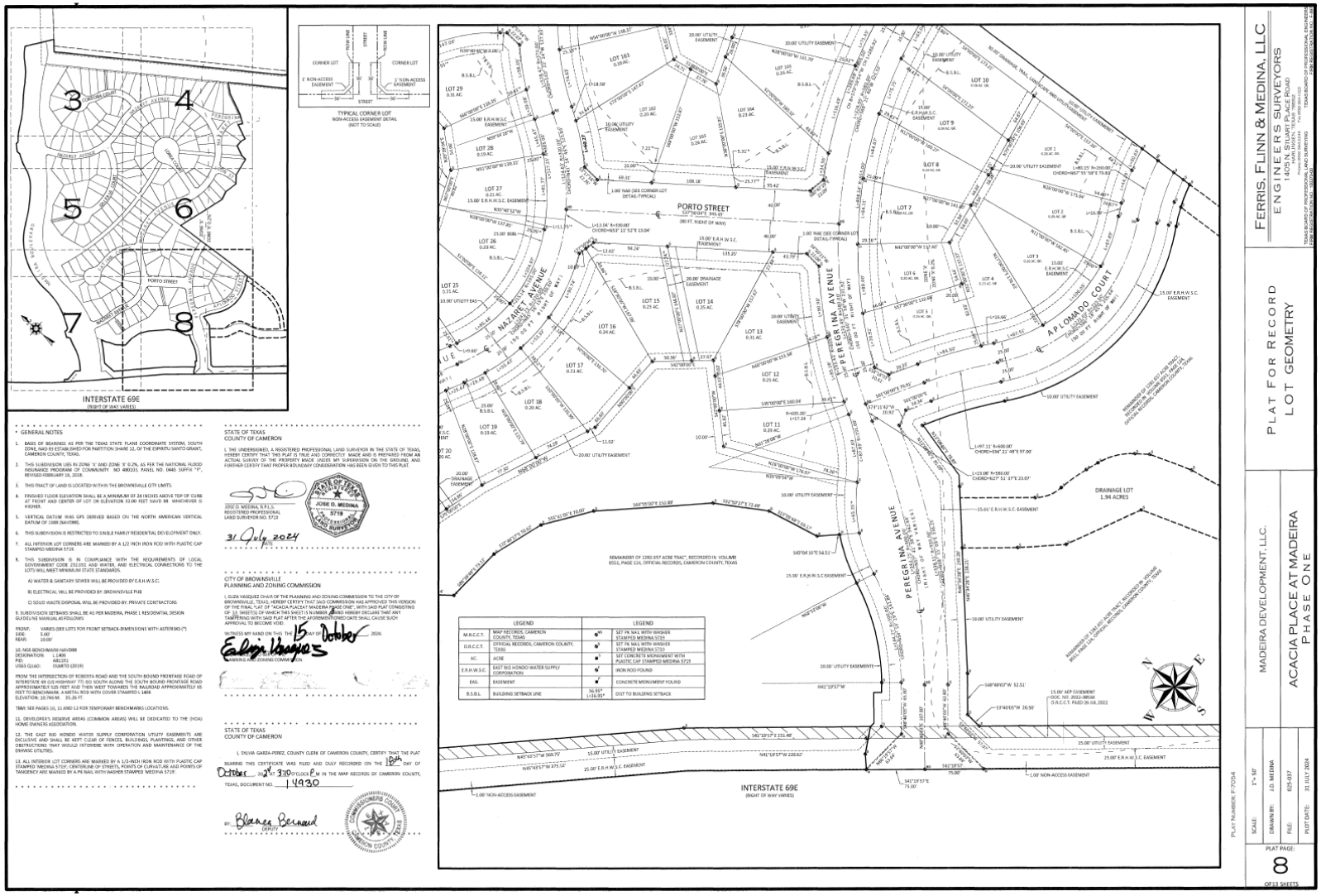

INTERSTATE 69E
(RIGHT OF WAY VARIES)
MADEIRA BOULEVARD
(RIGHT OF WAY VARIES)
CORDOBA COURT
(50 FT. RIGHT OF WAY)
NAZARET AVENUE
(50.00 FT RIGHT OF WAY)
GALERA COURT
(50 FT RIGHT OF WAY)
PORTO STREET
TYPICAL CORNER LOT
NON-ACCESS EASEMENT DETAIL
(NOT TO SCALE)
STATE OF TEXAS
COUNTY OF CAMERON
JOSE D. MEDINA, R.P.L.S.
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5719
31 July 2024
CITY OF BROWNSVILLE
PLANNING AND ZONING COMMISSION
WITNESS MY HAND ON THIS, THE 15 DAY OF October 2024.
STATE OF TEXAS
COUNTY OF CAMERON
BEARING THIS CERTIFICATE WAS FILED AND DULY RECORDED ON THE 16th DAY OF
October 2024 AT 9:10 O'CLOCK AM IN THE MAP RECORDS OF CAMERON COUNTY,
TEXAS, DOCUMENT NO. 14925
BY: Blanca Bernard 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: I 1404
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 325 FEET AND THEN WEST TOWARDS THE RAILROAD APPROXIMATELY 65 FEET TO BENCHMARK, A METAL ROD WITH COVER STAMPED I 1404. 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
ESMT. EASEMENT
MRCCT MAP RECORDS, CAMERON COUNTY, TEXAS
DRCCT OFFICIAL RECORDS, CAMERON COUNTY, TEXAS
B.S.B.L. BUILDING SETBACK LINE
DRAWSC EAST RIO HONDO WATER SUPPLY CORPORATION
ROW RIGHT OF WAY
FERRIS, FLINN & MEDINA, LLC
ENGINEERS SURVEYORS
1400 E. EXPRESSWAY 83
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: 025-037
PLOT DATE: 31 JULY 2024
PLAT PAGE: 3
OF 11 SHEETS

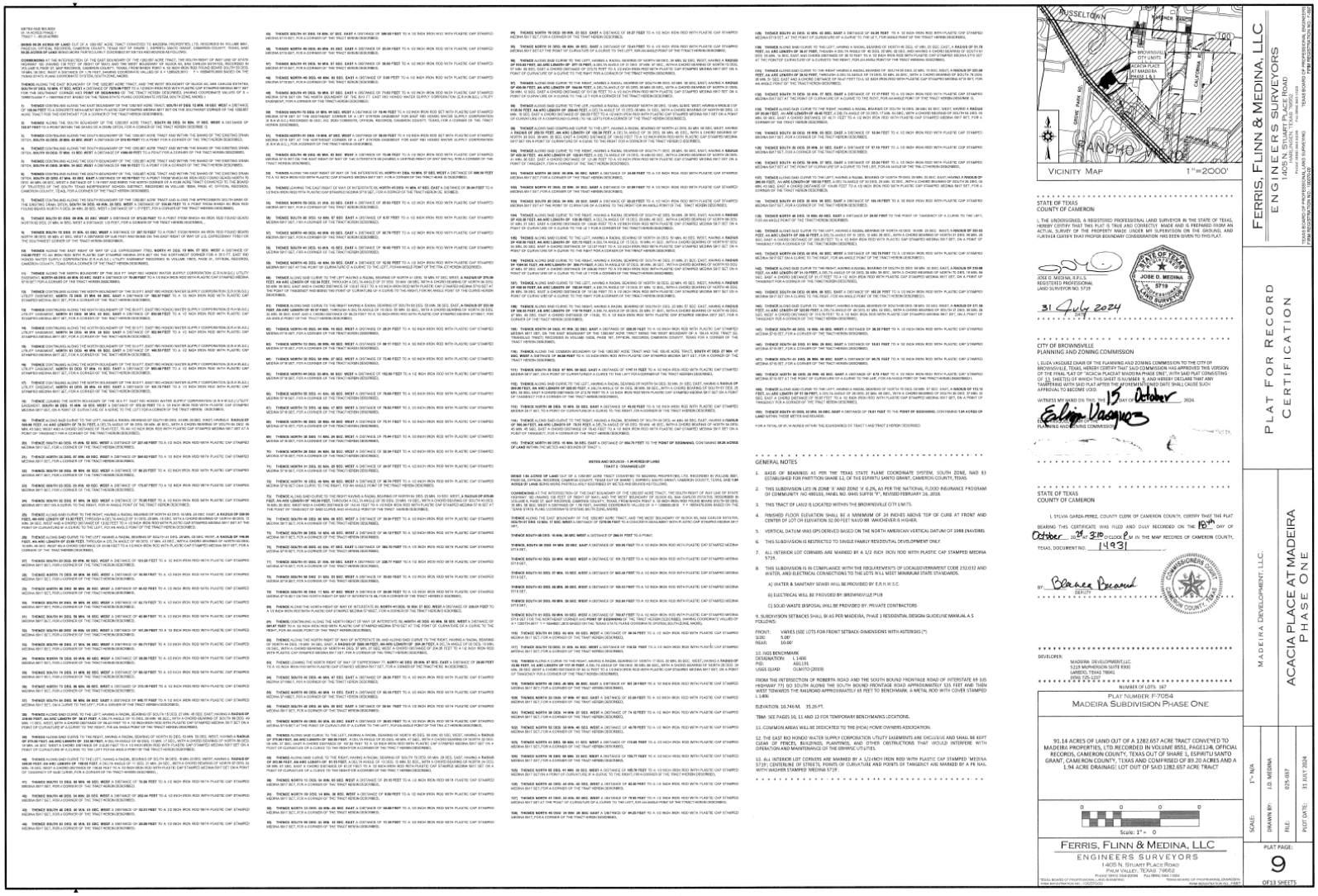

INTERSTATE 69E
(RIGHT OF WAY VARIES)
GENERAL NOTES
1. BASIS OF BEARINGS AS PER THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD 83 ESTABLISHED FOR PARTITION SHARE 12, OF THE ESPIRITU SANTO GRANT, CAMERON COUNTY, TEXAS
2. THIS SUBDIVISION LIES IN ZONE ZONE 'A' AND ZONE 'X' ELEV. AS PER THE NATIONAL 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 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 (NAV)88
DESIGNATION: L 1406
PID: AB5195
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 85 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
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 THE FOREGOING (FINAL) (REVISED VERSION OF THE FINAL) LEGAL DESCRIPTION OF THE MADEIRA DEVELOPMENT, LLC. ACACIA PLAT CONSISTING OF 11 SHEET(S) OF WHICH THIS SHEET IS NUMBER 4, AND HEREBY DECLARE THAT ANY TAMPERING WITH SAID PLAT AFTER THIS AGREEMENT DATED 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
20.00' ERHWSC EASEMENT
100.00' DRAINAGE EASEMENT
10 FT ADDITION OF EASEMENT ABANDONED BY THIS PLAT
100.0 FT DRAINAGE EASEMENT VOLUME 08672, PAGE 91 OFFICIAL RECORDS, CAMERON COUNTY, TEXAS
CORDOBA AVENUE
NAZARET 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 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 0.21 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.
LOT 72 0.20 AC.
LOT 73 0.20 AC.
TRACT A LANDSCAPE LOT 0.29 AC. (NON-ACCESS)
TRACT B LANDSCAPE LOT 0.29 AC. (NON-ACCESS)
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

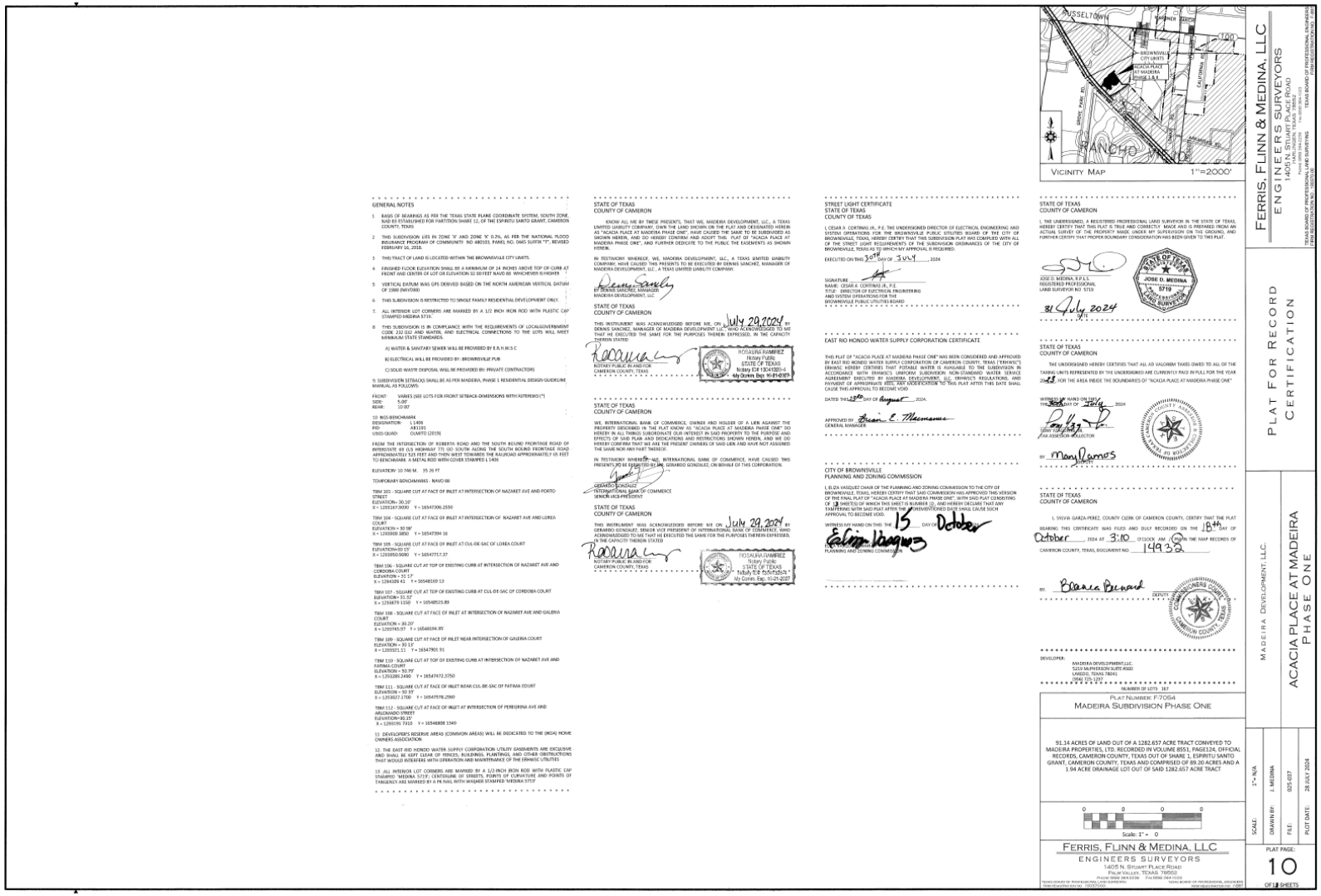

INTERSTATE 69E
(RIGHT OF WAY VARIES)
TYPICAL CORNER LOT
NON-ACCESS EASEMENT DETAIL
(NOT TO SCALE)
LEGEND
SET 5/8" IRON ROD WITH WASHER STAMPED "MEDINA 5719"
FOUND 1/2" IRON ROD WITH WASHER STAMPED "MEDINA 5719" (UNLESS NOTED OTHERWISE)
IRON ROD FOUND
CONCRETE MONUMENT FOUND
SETBACK LINE
BUILDING SETBACK LINE
EASEMENT
* 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 26, 2019.
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. TIES BENCHMARK-NAVD88
DESIGNATION: L 1496
PID: AW1155
USGS QUAD: OLMITO (2019)
FROM THE INTERSECTION OF ROBERTA ROAD AND THE SOUTH BOUND FRONTAGE ROAD OF INTERSTATE 69E (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 1496
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 ENHANSC 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
CITY OF BROWNSVILLE
PLANNING AND ZONING COMMISSION
I, OLIVIA 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 13 SHEET(S) OF WHICH THIS SHEET IS NUMBER 5 AND HEREBY DECLARE THAT ANY TAMPERING WITH SAID PLAT AFTER THE APPROVAL DATE SHALL CAUSE SUCH APPROVAL TO BECOME VOID
WITNESS MY HAND ON THIS THE 15 DAY OF October 2024.
CHAIRMAN, 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 3:19 O'CLOCK P.M. IN THE MAP RECORDS OF CAMERON COUNTY, TEXAS, DOCUMENT NO. 14920
BY: Blanca Bernal DEPUTY
COUNTY CLERK
CAMERON COUNTY, TEXAS
NAZARET AVENUE
GALERIA COURT
FATIMA COURT
MADEIRA BOULEVARD
TRAIL, DRAINAGE & LANDSCAPE LOT
3.110 AC.
NON-BUILDABLE
TRAIL, DRAINAGE & LANDSCAPE LOT
1.00' NAE (SEE CORNER LOT DETAIL-TYPICAL)
15.00' E.R.H.W.S.C. EASEMENT
20.00' UTILITY EASEMENT
10.00' UTILITY EASEMENT
B.S.B.L.
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 NUMBER: F-70154
PLAT PAGE: 5
OF 13 SHEETS


INTERSTATE 69E
(RIGHT OF WAY VARIES)
NAZARET AVENUE
CORMA COURT
LEON STREET
PERGENTINA AVENUE
ATTIMA COURT
LANDSCAPE LOT
(NON-BUILDABLE)
* 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: L 1406
PID: AB1191
USGS QUAD: OLMITO (2019)
FROM THE INTERSECTION OF ROBERTA ROAD AND THE SOUTH BOUND FRONTAGE ROAD OF INTERSTATE HI 0.5 HIGHWAY 77/ 83 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: 10.786 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
STATE OF TEXAS
JOSE D. MEDINA
5719
REGISTERED
PROFESSIONAL
LAND SURVEYOR
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
COMMISSIONERS COURT
CAMERON COUNTY, TEXAS
TYPICAL CORNER LOT
NON-ACCESS EASEMENT DETAIL
(NOT TO SCALE)
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 COOPORATION
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
36.35' R=2940.00' L=36.35' DIST TO BUILDING SETBACK
PLAT NUMBER: P-70154
FERRIS, FLINN & MEDINA, LLC
ENGINEERS SURVEYORS
1409 N. STUART PLACE ROAD
PALMVIEW, TEXAS 78572
TEXAS BOARD OF PROFESSIONAL ENGINEERS REGISTRATION NO. F-2439
TEXAS BOARD OF PROFESSIONAL SURVEYORS REGISTRATION NO. 100566
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:
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
USGS QUAD O'LMTO (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 PLAT OF "ACACIA PLACEAT MADEIRA PHASE ONE", WITH SAID PLAT CONSISTING OF 16 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.
ELIZA VASQUEZ
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)
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' DIST TO BUILDING SETBACK
L=16.95'
MADEIRA BOULEVARD
NAZARET AVENUE
FATIMA CO
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
INTERSTATE 69E
(RIGHT OF WAY VARIES)
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 16 SHEETS
PLAT NUMBER: P-7-0154


PORTO STREET
NAZARE AVENUE
PEREGRINA AVENUE
APLOMADO COURT
INTERSTATE 69E
(RIGHT OF WAY VARIES)
DRAINAGE LOT
1.94 ACRES
PLAT FOR RECORD
LOT GEOMETRY
MADEIRA DEVELOPMENT, LLC.
ACACIA PLACE AT MADEIRA
PHASE ONE
FERRIS, FLINN & MEDINA, LLC
ENGINEERS SURVEYORS
1405 N. STUART PLACE ROAD
PLAT NUMBER: P-7054
PLAT PAGE:
8
OF 13 SHEETS
SCALE: 1" = 50'
DRAWN BY: J.D. MEDINA
FILE: 025-037
POST DATE: 23 JULY 2024
GENERAL NOTES
STATE OF TEXAS
COUNTY OF CAMERON
CITY OF BROWNSVILLE
PLANNING AND ZONING COMMISSION
STATE OF TEXAS
COUNTY OF CAMERON
TYPICAL 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 'A' AND ZONE 'X' 0.2%, AS PER THE NATIONAL FLOOD INSURANCE PROGRAM OF COMMUNITY NO 480103, PANEL NO. 0465 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 5715'.
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. BCG BENCHMARK
DESIGNATION: L1406
PID: AR1191
USGS QUAD: OLMITO (2015)

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= 30.19'
X = 1285167.9030 Y = 16547306.2930

TBM 104 - SQUARE CUT AT FACE OF INLET AT INTERSECTION OF NAZARET AVE AND LOREA COURT
ELEVATION = 30 08'
X = 1285900.3890 Y = 16547394.16

TBM 105 - SQUARE CUT AT FACE OF INLET AT CUL-DE-SAC OF LOREA COURT
ELEVATION=30.15'
X = 1286950.0090 Y = 16547717.37

TBM 106 - SQUARE CUT AT TOP OF EXISTING CURB AT INTERSECTION OF NAZARET AVE AND CORDOBA COURT
ELEVATION = 31.17'
X = 1294309.41 Y = 16548169.13

TBM 107 - SQUARE CUT AT TOP OF EXISTING CURB AT CUL-DE-SAC OF CORDOBA COURT
ELEVATION= 31.32'
X = 1294879.1150 Y = 16548525.89

TBM 108 - SQUARE CUT AT FACE OF INLET AT INTERSECTION OF NAZARET AVE AND GALERIA COURT
ELEVATION = 30.27'
X = 1293765.97 Y = 16548694.90

TBM 109 - SQUARE CUT AT FACE OF INLET NEAR INTERSECTION OF GALERIA COURT
ELEVATION = 30.19'
X = 1293521.13 Y = 16547901.91

TBM 110 - SQUARE CUT AT TOP OF EXISTING CURB AT INTERSECTION OF NAZARET AVE AND FATIMA COURT
ELEVATION = 31.79'
X = 1292289.2490 Y = 16547472.3750

TBM 111 - SQUARE CUT AT FACE OF INLET NEAR CUL-DE-SAC OF FATIMA COURT
ELEVATION = 30.37'
X = 1293827.1700 Y = 16547578.2960

TBM 112 - SQUARE CUT AT FACE OF INLET AT INTERSECTION OF PEREGRINA AVE AND ARLOMANDO STREET
ELEVATION=30.15'
X = 1295191.7310 Y = 16548808.1540

13. DEVELOPER'S RESERVE AREAS (COMMON AREAS) WILL BE DEDICATED TO THE (MOA) 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 5715', CENTERLINE OF STREETS, POINTS OF CURVATURE AND POINTS OF TANGENCY ARE MARKED BY A PK NAIL WITH WASHER STAMPED 'MEDINA 5715'

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.

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

NOTARY PUBLIC IN AND FOR
CAMERON COUNTY, TEXAS

ROSAURA RAMIREZ
Notary Public
STATE OF TEXAS
Notary ID# 13043801-4
My Comm. Exp. 10-31-2027

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

NOTARY PUBLIC IN AND FOR
CAMERON COUNTY, TEXAS

ROSAURA RAMIREZ
Notary Public
STATE OF TEXAS
Notary ID# 13043801-4
My Comm. Exp. 10-31-2027

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 22nd DAY OF August 2024.

APPROVED BY: Brian E. Mackenzie
GENERAL MANAGER

CITY OF BROWNSVILLE
PLANNING AND ZONING COMMISSION

I, ELDA 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 2 SHEET(S) OF WHICH THIS SHEET IS NUMBER 10, AND HEREBY DECLARE THAT ANY TAMPERING WITH SAID PLAT AFTER THE APPROVED DATE SHALL CAUSE SUCH APPROVAL TO BECOME VOID.

WITNESS MY HAND ON THIS THE 15 DAY OF October 2024

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. 5715

STATE OF TEXAS
JOSE D. MEDINA
5715
REGISTERED 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 2024 FOR THE AREA INSIDE THE BOUNDARIES OF "ACACIA PLACE AT MADEIRA PHASE ONE"

WITNESS MY HAND ON THIS THE 30th DAY OF July 2024

LAURA HINOJOSA, PCAC
TAX ASSESSOR-COLLECTOR

BY: Mary Ramos

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 IN THE MAP RECORDS OF CAMERON COUNTY, TEXAS, DOCUMENT NO. 14932

BY: Bianca Bernal
DEPUTY

DEVELOPER:
MADEIRA DEVELOPMENT LLC.
5213 MADRIDSON SUITE 600
LAREDO, TEXAS 78041
(956) 225-1297

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, PAGE1124, 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

0 0 0 0
Scale: 1" = 0

FERRIS, FLINN & MEDINA, LLC
ENGINEERS SURVEYORS
1405 N. STUART PLACE ROAD
PALM VALLEY, TEXAS 78552
PHONE (956) 504-0336 FAX (956) 504-0339
TEXAS BOARD OF PROFESSIONAL ENGINEERS FIRM REGISTRATION NO. 10072000
TEXAS BOARD OF PROFESSIONAL LAND SURVEYING FIRM REGISTRATION NO. 10087

PLAT FOR RECORD
CERTIFICATION

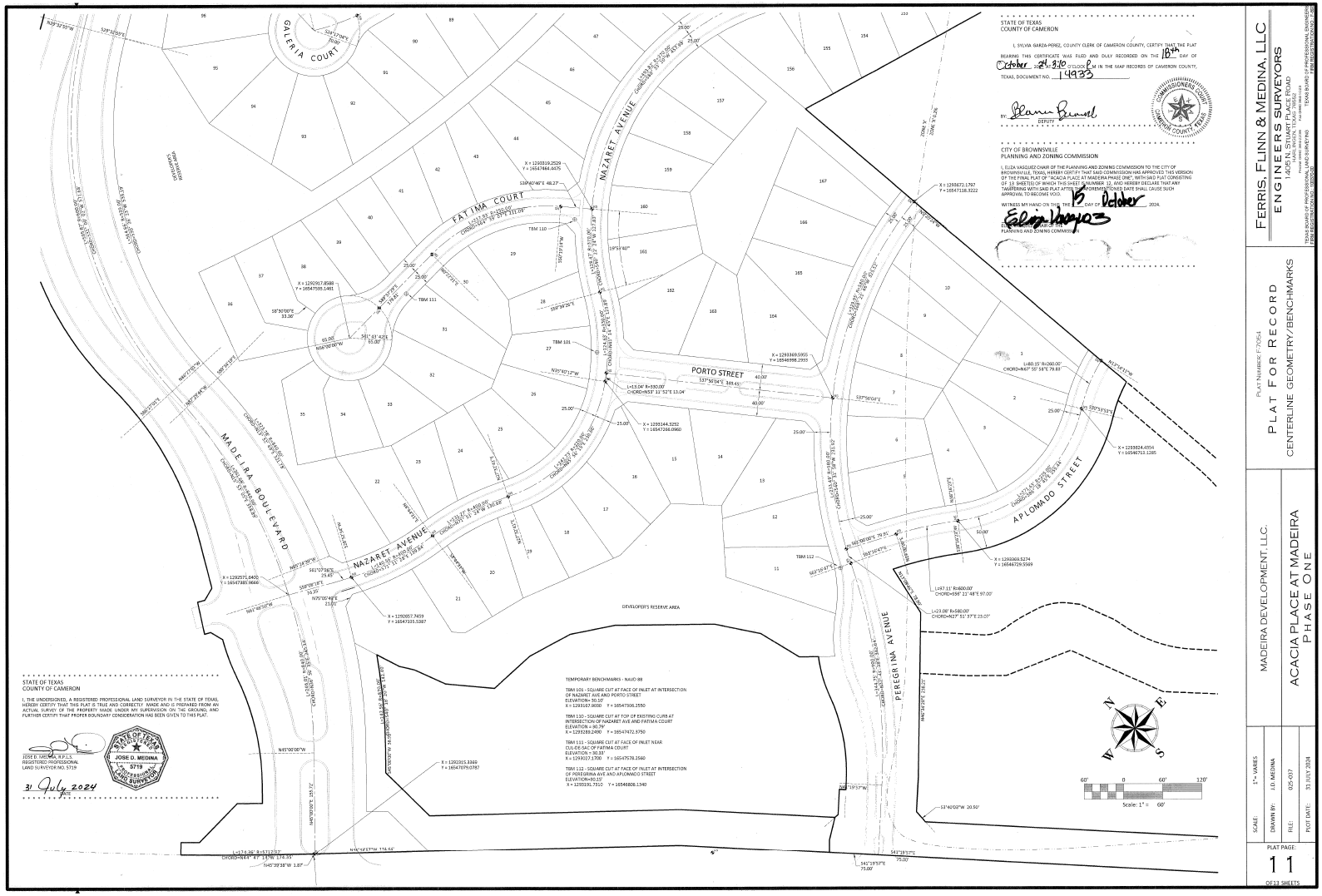
MADEIRA DEVELOPMENT, LLC.

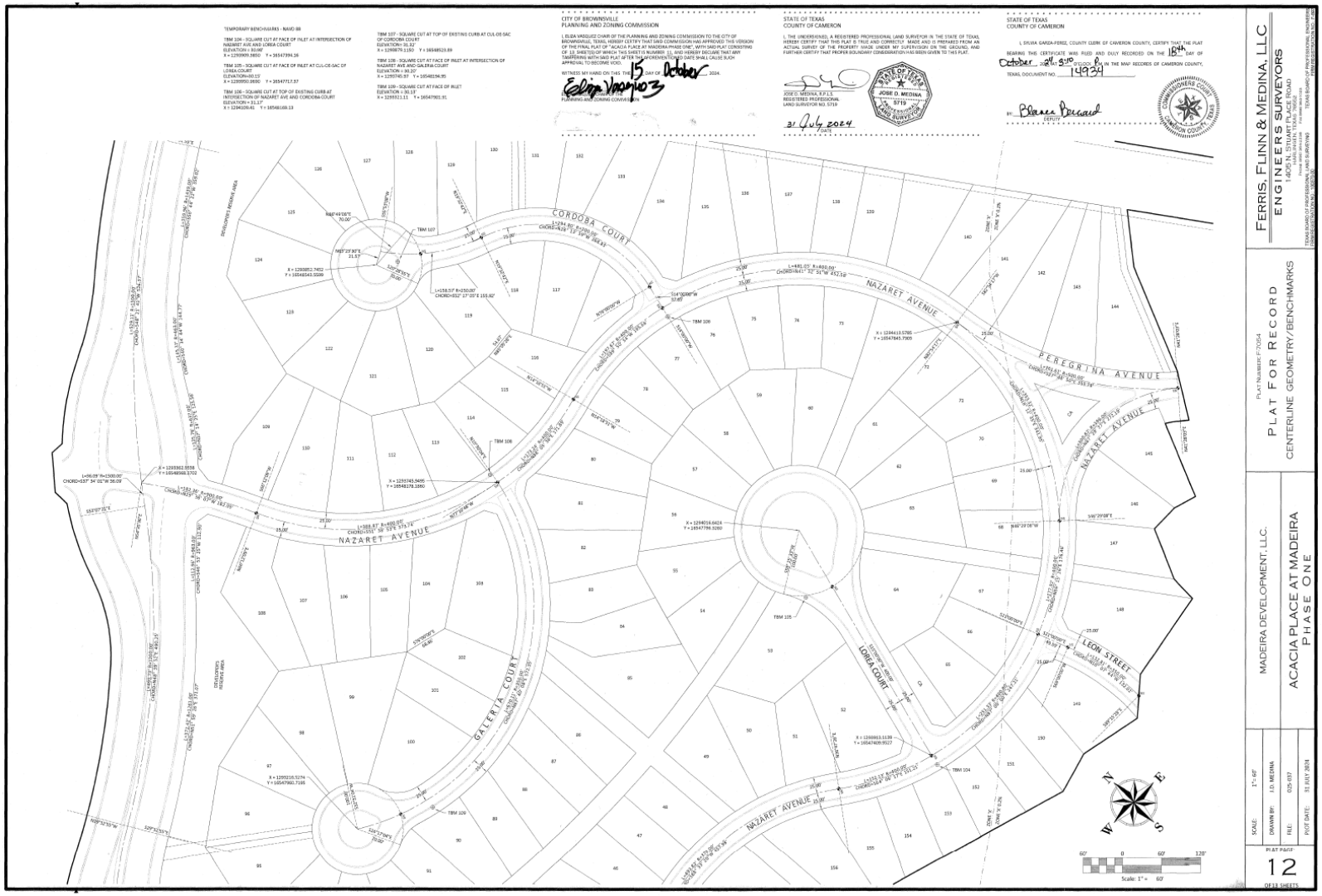
ACACIA PLACE AT MADEIRA
PHASE ONE

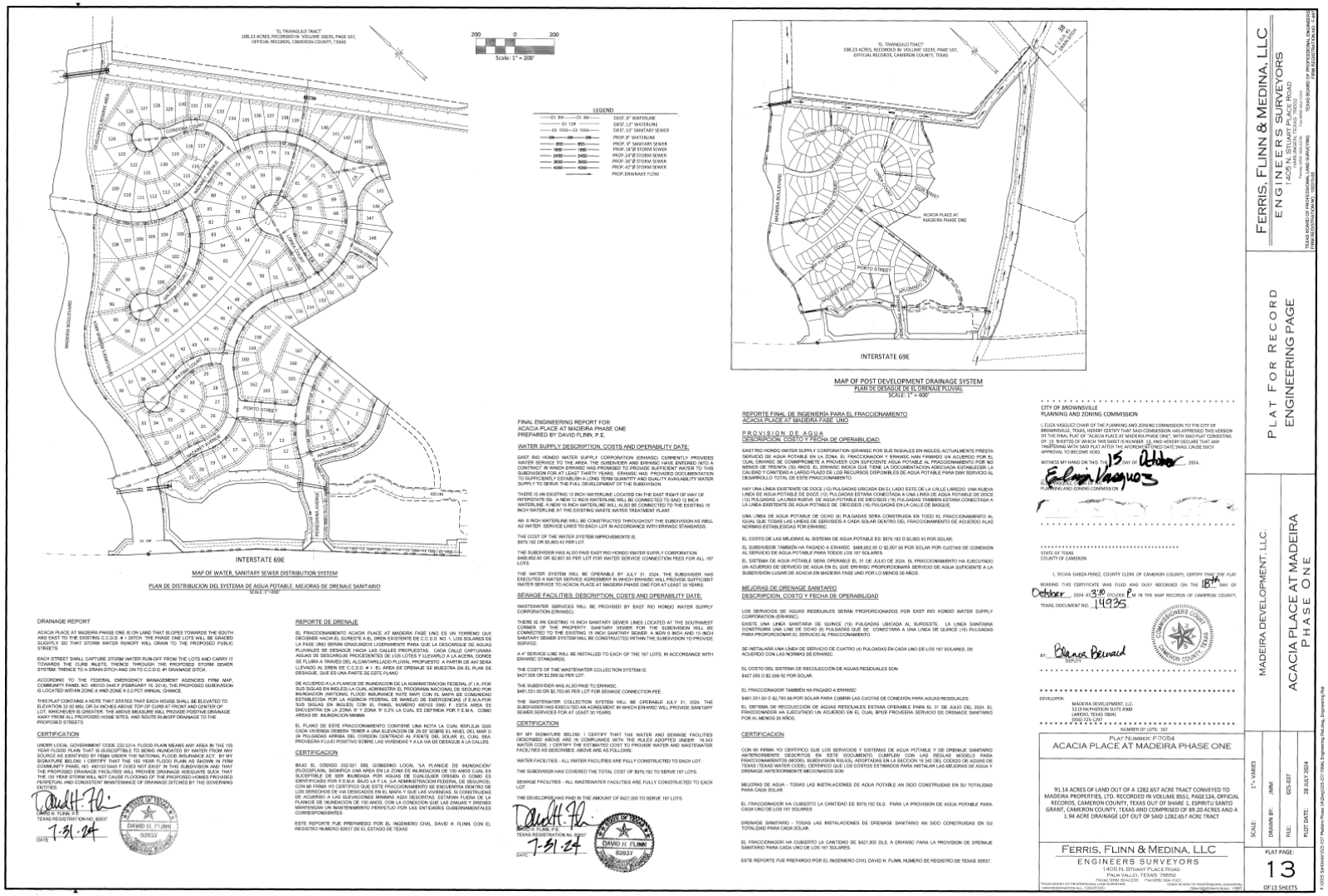
SCALE: 1"= N/A
DRAWN BY: J. MEDINA
FILE: 035-037
PLOT DATE: 28 JULY 2024

PLAT PAGE:
10
OF 2 SHEETS

P:\PROJECTS\035-037 ACACIA Phase 1\DWG\PLOT FINAL PLAT\ALL PAGE PLAT.DWG 7/31/2024


GALERIA COURT
FATIMA COURT
NAZARET AVENUE
PORTO STREET
MADEIRA BOULEVARD
APLOMADO STREET
PEREGRINA AVENUE
DEVELOPERS RESERVE AREA
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
WITNESS MY HAND ON THIS THE 15 DAY OF October 2024.
CHAIRPERSON
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
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 = 1293157.9030 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
Scale: 1" = 60'
FERRIS, FLINN & MEDINA, LLC
ENGINEERS SURVEYORS
1445 E. EL RANCHO ROAD
HARLINGEN, TEXAS 78552
TEXAS BOARD OF PROFESSIONAL ENGINEERS
REGISTRATION NUMBER F-2954
TEXAS BOARD OF PROFESSIONAL LAND SURVEYING
REGISTRATION NUMBER 100318-00
PLAT NUMBER P-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
LORIA 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



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 (EFFEARUARY 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 THE 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, PE
TEXAS REGISTRATION NO. 82637
DATE 7-31-24

REPORTE DE DRENAJE

EL FRACCIONAMIENTO ACACIA PLACE AT MADEIRA FASE UNO ES UN TERRENO QUE DECLINDE 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 DE DESAGÜE HACIA LAS CALLES PROPUESTAS. CADA CALLE CAPTURARA AGUAS DE DESCARGUE PROCEDENTES DE LOS LOTES Y LLEVARLO A LA ACERA, DONDE SE FLUIRÁ A TRAVÉS DEL ALCANTARILLADO PLUVIAL PROPUESTO A PARTIR DE ASI 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 SEGURO POR ESTABLECIDA POR LA AGENCIA FEDERAL DE MANEJO DE EMERGENCIAS (F.E.M.A.-POR SUS SIGLAS EN INGLES) CON EL PANEL NUMERO 480103 0990 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 DEBERÁ TENER A UNA ELEVACION DE 29.92' SOBRE EL NIVEL DEL MAR O 24' PULGADAS ARRIBA DEL CORDON CENTRADO AL FRENTE DEL SOLAR, EL CUAL SEA. PROVEERA FLUJO POSITIVO SOBRE LAS VIVIENDAS Y A LA VIA DE DESAGUE A LA CALLES.

CERTIFICACION

BAJO EL CODIGO 232.021 DEL GOBIERNO LOCAL "LA PLANICIE DE INUNDACION" (FLOODPLAIN), SIGNIFICA UNA AREA EN LA ZONA DE INUNDACION DE 100 AÑOS CUAL ES SUJETO A SER INUNDADO POR AGUA DE CUALQUIER FUENTE COMO ES IDENTIFICADO EN LOS IDENTIFICADO POR F.E.M.A. BAJO LA F.I.A. (LA ADMINISTRACION FEDERAL DE SEGURO) CON MI FIRMA YO CERTIFICO QUE ESTE FRACCIONAMIENTO SE ENCUENTRA DENTRO DE LOS DERECHOS DE VIA DESIGNADOS 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 AÑOS, CON LA CONEXION QUE LAS ZANJAS Y DRENES MANTENGAN UN MANTENIMIENTO PERPETUO POR LAS ENTIDADES GUBERNAMENTALES CORRESPONDIENTES

ESTE REPORTE FUE PREPARADO 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 SUBDIVISION AGREEMENT IN WHICH ERHWSC WILL PROVIDE SUFFICIENT WATER TO THIS SUBDIVISION FOR AT LEAST 30 YEARS. THE SUBDIVIDER 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 69. 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 $488,852.50 OR $2,927.50 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 WAS ALSO PAID TO ERHWSC $481,531.50 OR $2,783.66 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, P.E.
TEXAS REGISTRATION No. 82637
DATE 7-31-24

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 SERVICIO DE AGUA POTABLE EN LA ZONA. EL FRACCIONADOR Y ERHWSC HAN FIRMADO UN ACUERDO POR EL CUAL ERHWSC SE COMPROMETE A PROVEER CON SUFICIENTE AGUA POTABLE AL FRACCIONAMIENTO POR LO MENOS DE TREINTA (30) AÑOS. 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 LÍNEA DE AGUA POTABLE DE DOCE (12) PULGADAS ESTARA CONECTADA A UNA LINEA DE AGUA POTABLE DE DOCE (12) PULGADAS. LA LÍNEA NUEVA DE AGUA POTABLE DE DIECISEIS (16) PULGADAS TAMBIEN ESTARA CONECTADA A LA LÍNEA EXISTENTE DE AGUA POTABLE DE DIECISEIS (16) PULGADAS EN LA CALLE DE BASQUE.

UNA LÍNEA DE AGUA POTABLE DE OCHO (8) PULGADAS SERÁ CONSTRUIDA EN TODO EL FRACCIONAMIENTO AL IGUAL QUE TODAS LAS LÍNEAS DE SERVISIOS A CADA SOLAR DENTRO DEL FRACCIONAMIENTO DE ACUERDO A(S) 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 TAMBIEN HA PAGADO A ERHWSC $488,852.50 O $2,927.50 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 SUBDIVISION LUGAR DE ACACIA EN MADEIRA FASE UNO POR LO MENOS 30 AÑOS.

MEJORAS DE DRENAJE SANITARIO
DESCRIPCION, COSTO Y FECHA DE OPERABILIDAD

LOS SERVICIOS DE AGUAS RESIDUALES SERÁN PROPORCIONADOS POR EAST RIO HONDO WATER SUPPLY CORPORATION (ERHWSC).

EXISTE UNA LÍNEA SANITARIA DE QUINCE (15) PULGADAS UBICADA AL SURESTE. LA LÍNEA SANITARIA CONSTRUIRA UNA LÍNEA DE OCHO (8) PULGADAS QUE SE CONECTARA A UNA LÍNEA 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 TAMBIEN HA PAGADO A ERHWSC $481,531.50 O $2,783.66 POR SOLAR PARA CUBRIR LAS CUOTAS DE CONEXIÓN PARA AGUAS RESIDUALES.

EL SISTEMA DE RECOLECCIÓN DE AGUAS RESIDUALES ESTARÁ OPERABLE PARA EL 31 DE JULIO DEL 2024. EL FRACCIONADOR HA EJECUTADO UN ACUERDO EN EL CUAL BPUB PROVEERÁ SERVICIO DE DRENAJE 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 MENCIONADOS 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 SHEETS OF WHICH THIS SHEET IS NUMBER 13, AND HEREBY DECLARE THAT ANY TAMPERING WITH SAID PLAT AFTER THIS AFOREMENTIONED DATE SHALE 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 3:00 PM/O'CLOCK P.M. IN THE MAP RECORDS OF CAMERON COUNTY, TEXAS, DOCUMENT NO. 149935.

BY: Blanca Bernal
DEPUTY

DEVELOPER:
MADEIRA DEVELOPMENT, LLC
5219 MCPHERSON SUITE #300
LAREDO, TEXAS 78041
(956) 723-1297

NUMBER OF LOTS: 167

PLAT NUMBER: F7064
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 8553, PAGE124, OFFICIAL RECORDS, CAMERON COUNTY, TEXAS OUT OF SHARE 2, 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
PH (956) 702-4239 FAX (956) 702-4233
TEXAS BOARD OF PROFESSIONAL LAND SURVEYING
FIRM REGISTRATION NO. 10025100
TEXAS BOARD OF PROFESSIONAL ENGINEERS
FIRM REGISTRATION NO. 11667

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TEXAS BOARD OF PROFESSIONAL ENGINEERS
FIRM REGISTRATION NO. 11667

PLAT FOR RECORD
ENGINEERING PAGE

MADEIRA DEVELOPMENT, LLC.

ACACIA PLACE AT MADEIRA
PHASE ONE

SCALE: 1"= 100'FT
DRAWN BY: JMM
FILE: 025-037
PLOT DATE: 28 JULY 2024

PLAT PAGE:
13
OF 13 SHEETS

K:\025-24\DWG\025-037 Madeira Phase 2\[025-037 Final Engineering Plat.dwg, Engineering Plat.dwg, Engineering Plat]

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:	Stephen Muse, Accountant III
Date:	Tuesday, September 1, 2026
Agenda #:	Consideration and **APPROVAL** on **SECOND** and **FINAL READING** of **Ordinance Number 2025-1781-B** to adopt an end-of-year amendment 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:
N/A

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, September 1, 2026
Agenda #:	Consideration and **APPROVAL** on **SECOND** and **FINAL READING** of **Ordinance Number 2026-1815** to adopt the Fiscal Year 2027 Annual Budget for the Brownsville Community Improvement Corporation. (BCIC)

Summary:
This item is a public hearing to consider the adoption of the Fiscal Year 2026 budget for the Brownsville Community Improvement Corporation. The proposed budget has been prepared in ordinance form for adoption this year.

Approved by the Commission on August 18, 2026, the final adoption is 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:
Quality of Life & Vibrancy, Economic Development

Attachments:
1. PH 6.01 Ord 2026-1815 FY26 Bgt Ordinance - BCIC - TYPE B

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

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Salvador Villalpando, Accountant II
Date:	Tuesday, September 1, 2026
Agenda #:	Consideration and **APPROVAL** on **SECOND** and **FINAL READING** of **Ordinance Number 2026-1816** to adopt the Fiscal Year 2027 Annual Budget for the Greater Brownsville Economic Development Corporation. (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.

Approved by City Commission on August 18, 2026, the final adoption is 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

Attachments:
1. PH 7.01 Ord 2026-1816 FY26 Bgt Ordinance - GBEDC - TYPE A

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, Interim City Manager
From:	Carlos Lastra, City Engineer
Date:	Tuesday, September 1, 2026
Agenda #:	Consideration and **APPROVAL** on **SECOND** and **FINAL READING** of **Ordinance Number 2024-223-D**, to amend Chapter 86, "Streets, Sidewalks, and Certain other Public Places," to adopt an encroachment licensing fee and right of way management regulations. (Engineering and Public Works Department)

Summary:
The City does not currently have adequate regulations for the management of its right of way. In order to protect the health, safety, and welfare of the public and to promote safe, orderly, and efficient development within its jurisdiction, City staff recommends adopting the guidelines and procedures herein for the City's public right-of-way. This ordinance is proposed to protect the public during the installation, operation, and maintenance of facilities by public service providers (including utilities, telecommunications companies, and other service entities) or persons. Moreover, the ordinance is prepared to:

1. Oversee the orderly use of the public right-of-way;
2. To provide a permit process for utility construction within the public right-of-way;
3. Provide financial security requirements for construction, maintenance and repair within the public right-of-way;
4. Provide for enforcement and penalties for violations of any provisions of the ordinance;
5. Provide for emergency utility activities within the public right-of-way; and
6. Provide for the coordination with public improvements and regulate the installation of utility structures within the public right-of-way.

Project Scope and Analysis:

Funding:

Source: No Funding is Required

Amount:

Local Contribution if Applicable:

Recommendation:
The Engineering and Public Works Department recommends approval.

Commission Pillar:
Infrastructure, Governance

Attachments:
1. Ordinance ROW No. 2024-223-D
2. Brownsville Right-of-Way Management Ver. 11-27-24

CITY OF BROWNSVILLE
ORDINANCE NO. 2024-223-D

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, AMENDING CHAPTER 86, "STREETS, SIDEWALKS, AND CERTAIN OTHER PUBLIC PLACES," TO ADOPT AN ENCROACHMENT LICENSING FEE AND RIGHT OF WAY MANAGEMENT REGULATIONS; PROVIDING SAVINGS, REPEALING AND SEVERABILITY CLAUSES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Brownsville, Texas (the "City") is a Home Rule Municipality acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, the City is authorized by Texas Local Government Code §51.001 to adopt or amend any ordinance that is for the good government, peace, or order of the municipality or for the trade and commerce of the municipality; and

WHEREAS, Chapter 54 of the Texas Local Government Code authorizes the City to adopt a fine or penalty for the violation of a rule, ordinance, or other police regulation; and

WHEREAS, Section 54.004 allows the City to enforce ordinances necessary to protect health, life, and property and to preserve the good government, order, and security of the municipality and its inhabitants.

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 86, "Streets, Sidewalks, and Certain other Public Places" is hereby amended to add the sections contained in Exhibit "A".

Section 3. City Code of Ordinance Revisions. The publisher of the City's Code of Ordinances is hereby authorized to revise the Code of Ordinances to reflect changes provided for in this Ordinance; to correct typographical errors where necessary; and to format and number paragraphs to conform to the existing City's Code of Ordinances.

Section 4. Savings/Repealing Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

Section 5. Severability. Should any section, subsection, sentence, clause, phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly

provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Brownsville hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

Section 6. Effective Date. This ordinance shall be effective upon approval by the City Commission and publication of the caption, and penalty, if any.

Section 7. Open Meetings. That it is hereby found and determined that the meeting at which this Ordinance was passed was open to the public as required by law, and that public notice of the time, place and purpose of said meeting was given, all as required by Article 551.041, Texas Government Code.

INTRODUCED and PASSED at a PUBLIC HEARING and FIRST READING on the the 3rd day of December, 2024.

APPROVED AND PASSED at a PUBLIC HEARING and on the SECOND and FINAL READING on this the 26th day of August, 2026.

_____
John Cowen, Jr.
Mayor

ATTEST:

_____
Mayra Rios
City Secretary

Exhibit “A”

CITY OF BROWNSVILLE

RIGHT OF WAY UTILITY MANAGEMENT

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Right-of-Way Utility Management

Article A – General and Purpose

To protect the health, safety, and welfare of the public, and to promote safe, orderly, and efficient development within its jurisdiction, the City must establish guidelines and procedures within the City's public right-of-way. This ordinance was established to protect the public during the installation, operation, and maintenance of facilities by public service providers (including utilities, telecommunications companies, and other service entities) or persons. Moreover the ordinance is prepared to:

1. Oversee the orderly use of the public right-of-way;
2. To provide a permit processes for utility construction within the public right-of-way;
3. Provide financial security requirements for construction, maintenance and repair within the public right-of-way;
4. Provide for enforcement and penalties for violations of any provisions of this ordinance;
5. Provide for emergency utility activities within the public right-of-way;
6. Provide for the coordination with public improvements and regulate the installation of utility structures within the public right-of-way.

Article B - Use of Right-of-Way and Permit Submittal.

1. No public service provider or person shall commence with the construction or installation of facilities within the public right-of-way in the city without first obtaining the necessary permits or approvals as required by this or other ordinances. All construction activity in city right-of-way will be in accordance with this Ordinance.
2. All Right-of-Way permits shall be filed using the City's official Online Permit Portal, i.e. City of Brownsville Citizen Portal website at Accela Citizen Access. Applicants will be required to create an account to submit, review and make payments. All permits shall include the following documents and be submitted in digital .pdf format in the order listed below:
    a. City's ROW/easement permit application (Attachment A),
    b. Design plans showing detailed information described in all Articles below,
    c. Traffic control plans (TCP) if traffic lanes are proposed to be closed or if traffic flow will be impacted,
    d. Storm Water Pollution Prevention Plan (including TCEQ registration, approval or waiver) (if applicable),
    e. Trench Safety Plan in accordance with meeting OSHA 29 CFR 1926.651 and 29 – CFR 1926.652 (if applicable),
    f. Opinion of Probable Construction Costs (OPCC)

g. Security documentation (insurance, bonds, etc.),

h. Letter of authorization from public utility provider granting representatives (permittee) to submit said permit on behalf of the public utility provider, and

i. Supplemental information design and calculations.

The permit shall be reviewed in accordance with Article D. Revised plans addressing city review comments shall be resubmitted with a copy of the original permit application and shall clearly be marked as "RESUBMITTAL." All resubmittals are subject to additional review fees until the permit is deemed complete and approved by the city designee (as assigned on the Right-of-Way/Easement Permit Application).

3. Permit review fees are due upon application Citizen Portal submittal or resubmittal. Payments for applicable Utility Usage Fees shall be paid after said permit is approved and the city determines final costs.

4. Variance: Any request in an application for a permit for a variance from the requirements of this ordinance must be approved in advance by the City Engineer. The variance may be granted only if an extreme hardship exists and the public health, safety, welfare, or convenience is not adversely affected by granting the variance. The city may not approve any variance that would give a competitive advantage to one public service provider over another public service provider providing the same or similar service. The city may not grant a variance from the indemnity requirements.

Article C – Authorization, Financial Security and Permit Requirements.

1. Authorization.

   a. Municipal authorization or license agreement shall be required, except when clearly preempted by state law. When any state law authorizing right-of-way use is struck down, pre-empted, declared to be invalid or void, in whole or in part, the user relying upon said law for authorization shall seek separate authorization or shall cease using the right-of-way.

   b. When municipal authorization or agreement is required, permit for construction work may not be submitted until said authorization or agreement is obtained.

   c. Municipal authorization does not extend to the use of any property or facilities other than the right-of-way.

   d. This ordinance does not constitute or create authority to place, reconstruct, or alter facilities in, on, or over the public rights-of-way, and said authority must be obtained by separate instrument in accordance with this ordinance or authorized by of other laws.

2. Right-of-way permit. Only authorized representatives (permittee) of a public service provider may submit a right-of-way permit application on behalf of the public service provider. A public service provider or person shall not perform any construction, except for an emergency activity or for those activities described in Article D and I below,

within a public right-of-way without first obtaining a permit from the city designee prior to the start of construction. A public service provider or person who undertakes any work outside of the public right-of-way that will cut, break, or otherwise damage the public right-of-way shall also obtain a permit.

a. Insurance. Prior to the construction in the public right-of-way, the permittee shall, at no expense to the city, instruct their insurance agent or carrier to furnish a certificate of insurance attesting to the issuance of policies affording coverage as required and listed in this section. Certificates required by this contract shall be submitted with the permit:

i. The permittee shall furnish and keep in full force during the term of this contract the following insurance coverage:

(i) Worker's Compensation Insurance Amount: Statutory

(ii) Comprehensive General Liability Insurance Amount:

1. $1,000,000 Each Occurrence
2. $2,000.000 General Aggregate

(iii) Comprehensive Automobile Liability Insurance (applicable to owned, non-owned and hired vehicles) Amount:

1. $500,000 Combined Single Limit

ii. The premiums to be expended for all of the above-enumerated policies of insurance shall be paid by the contractor. The policies of insurance, certificates of insurance, and the insurance company(s) issuing such certificates or policies of insurance must be acceptable to the city designee.

iii. All policies or certificates of insurance must be issued indicating that such policies or certificates are applicable to work being performed by the permittee.

iv. All of the aforementioned policies and certificates of insurance should be effective immediately after the permittee receives an approved permit. Policies and certificates of insurance must clearly indicate that they will remain in force for a period of at least twelve (12) months from inception date.

v. The city shall be named as an additional insured.

vi. Each policy must include a cancellation provision in which the insurance company is required to notify the city in writing not fewer than thirty (30) days before canceling, failing to renew, or reducing policy limits and ten (10) days' notice of cancellation for nonpayment of premium.

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b. Bonds.

i. The permittee shall, without cost to the city, provide performance, payment and maintenance bonds for the construction work anticipated to be performed in the public rights-of-way. Performance, payment and maintenance bonds, in an amount of not less than one hundred percent (100%) of the estimated costs to restore the public rights-of-way for the work anticipated to be done, conditioned upon the faithful performance of the Contract; a Payment Bond, as required by Chapter §2253 of the Texas Government Code, guaranteeing the payment of all persons supplying labor and furnishing materials; and an Extended Warranty Bond, either by separate instrument or incorporated in the foregoing bonds, will be required. Payment, performance and maintenance bonds provided to the City of Brownsville for these purposes are required to conform with Article 7.19-1 of the Texas Insurance Code. To that end, all bonds provided (i) must be executed by a surety company holding a certificate of authority from the United States secretary of the treasury to qualify on obligations permitted or required under federal law–or- (ii) must be provided by a surety company that is covered by reinsurance for any liability in an amount of not less than one hundred percent (100%) of the estimated costs to restore the public rights-of-way for the work anticipated to be done from a reinsurer authorized and admitted as a reinsurer in Texas holding a certificate of authority from the United States secretary of the treasury to qualify on obligations permitted or required under federal law.

ii. The above requirements may be met by utilities with a current franchise or license if their current franchise or license adequately provides for insurance or bonds or provides an indemnity in favor of the city.

c. Liability and Indemnification.

i. Liability: The permittee shall be liable and responsible for any and all property loss, property damage and/or personal injury, including death, to any and all persons, of any kind or character, whether real or asserted, to the extent caused by the negligent act(s) or omission(s), malfeasance or intentional misconduct of seller, its officers, agents, servants or employees.

ii. Indemnification: The permittee shall hereby covenants and agrees to indemnify, hold harmless and defend the city, its officers, agents, servants and employees, from and against any and all claims or lawsuits of any kind or character, whether real or asserted, for wither property damage or loss (including alleged damage or loss to public service provider's business, and any resulting lost profits) personal injury, including death, to any and all persons, and damages for claims of intellectual property infringement, arising out of or in connection with work anticipated to be performed in the public rights-of-way, to the extend caused by the acts or omissions of seller, its officers, agents, subcontractors, servants or employees.

iii. Certificated telecommunications provider as defined in article 283, Texas Local Government Code, as amended, shall give the city the indemnity

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provided in section 283.057, Texas Local Government Code, as amended. A permittee who is a network provider as defined in article 284, Texas Local Government Code, as amended, shall give the city the indemnity provided in section 284.302, Texas Local Government Code, as amended.

iv. Indemnity is not applicable to certificated telecommunications providers or network providers under Texas Local Government articles 283 and 284, respectively. Certificated telecommunications providers shall indemnify the city pursuant to article 283 of the Texas Local Government Code, as amended. Network providers shall indemnify the city pursuant to article 284 of the Texas Local Government Code, as amended.

3. Compensation and fees.

   a. Municipal right-of-way use shall be compensated as required by the state constitution, state law, franchise, license or other agreement.

   b. The Permit review fees listed below, as allowed by state law, for work or installations in the public right-of-way, shall be set by the city commission in the City's Master Fee Schedule:

      i. Initial Application Review Fee: Fee shall be per linear foot per infrastructure item (i.e. streets, drainage, water, wastewater, communication, gas, fiberoptic, etc.);

      ii. Permit Resubmittal or Supplemental Review Fee;

      iii. Inspection Fees; and

      iv. Utility Usage Fee.

   c. Failure of utility service provider or permittee to pay applicable permit review, resubmittal, inspection or usage fees at the time specified in this ordinance shall result in the denial or withdrawal of a permit.

4. Right-of-way permit requirements. The following procedures and requirements govern the application for and issuance of a permit to perform construction within the public right-of- way:

   a. A permit application must be made using the form provided by the city. The application must be signed and submitted by the permittee on behalf of the public service provider or the owner of the facility for which the permit is requested. The application for permit must be filled out completely and accurately. Any omissions or inaccuracies on the form may be cause for denial of the permit at the city designee's discretion.

   b. The city designee shall state on the permit any reasonable additional restrictions or requirements determined necessary. These additional restrictions or requirements shall be considered a part of the permitted activity.

   c. The permittee shall comply with all permit requirements, construction standards, city ordinances and state or federal laws or regulations affecting the permitted activity. When required by the Texas Engineering Practice Act, as amended, the plans must be sealed by a professional engineer licensed to

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practice in the state.

d. Reimbursement of costs:

i. The permittee shall, as an express condition of the permit, reimburse the city for the actual direct and indirect costs associated with the permit, unless the city code, a franchise ordinance, or agreement with the city provides otherwise. Reimbursement to the city shall be made within thirty (30) calendar days of the receipt of an invoice from the city.

ii. Reimbursement does not apply to a permittee when state law, the city code, a franchise ordinance, or agreement with the city provides that a fee may not be charged for construction within the public right-of-way, establishes the amount of the fee that may be charged, or provides that the city's actual direct and indirect costs may not otherwise be reimbursed, including a permittee that is a certificated telecommunications provider operating under Texas Local Government Code article 283, a network provider operating under Texas Local Government Code article 284, a cable or video service provider operating under Texas Utilities Code article 66, or a gas utility company or electric utility company operating pursuant to a franchise ordinance under the city code or state law.

e. Right-of-way permit expiration: If no construction has commenced under a permit within ninety (90) calendar days after issuance of the permit, the permit becomes canceled, and a new permit is required before construction may be performed in the public right-of-way. An extension to a permit may be granted by the City Engineer or city designee only before the permit expires.

Article D - Construction in the Right-of-Way.

1. No public utility provider shall perform any construction or installation of facilities in the public right-of-way without first obtaining a construction permit, unless determined an emergency repair to an existing utility. Permit applications are required for construction on new, replacement or upgrading of the company's facilities in the public right-of-way either aerial or underground. The permit will be in the name of the public utility provider who will own the facilities to be constructed. The permit must be completed and signed by a representative of the owner of the facilities to be constructed.
2. The failure of a public utility provider to request and obtain a permit from the city prior to performing any of the above listed activities in, or over any public right-of-way, except in an emergency, will subject the public utility provider to a stop-work order from the city designee and enforcement action pursuant to the city code.
3. If state or federal law provides that a permit is not required for certain work to be done, then a public utility provider proposing to do such work shall be required to provide notice twenty (20) working days prior to performing such work. This requirement must be met, even if no permit is required pursuant to state or federal law.
4. Emergency repairs related to existing facilities may be undertaken without first obtaining a permit; however, the city designee should be notified in writing within

two (2) business days of any construction related to an emergency repairs; including a reasonably detailed description of the work performed in the public right-of-way, reasons for emergency condition, and an updated map of any facilities that were relocated, if applicable.

5. The permit shall state to whom it is issued, location of work, location of facilities, dates and times work is to take place, and any other conditions set out by the city.
6. The public utility provider requesting a permit will provide the city with documentation in the format specified by the city describing:
    a. The proposed, location and route of all facilities to be constructed or installed and the utility provider's plan for construction within the public right-of-way should be shown on a set of scaled (at no greater than one (1) inch equals fifty (50) feet unless otherwise approved by the city designee) and dimensioned construction plans, plan/profile sheet, and street view with an aerial map. Plans should indicate the current public right-of-way and easements the public utility provider plans to occupy and any existing city facilities. Said plans shall show any proposed underground conduit, type of casing pipe required, if applicable, overhead lines, network nodes, ancillary equipment, or any other facilities to be installed. The drawings shall show a cross-sectional profile, identify all existing utilities and any existing or potential utility conflicts.
    b. For installation of any proposed pole applicant shall provide sectional detail showing depth of anchor, scaled dimensional drawings of the proposed pole, other proposed equipment associated with the proposed installation, and indicate spacing from existing curb, driveways, sidewalk, light poles, and other poles or appurtenances.
    c. All applications shall include photos of before (less than 45 calendar days prior to the application begin submitted) and after street view image. The after image needs to include any proposed poles and all proposed attachments, and any associated or ancillary equipment, whether attached or standalone.
    d. If the project is within the state right-of-way, the applicant must provide evidence of a permit or permission from the state.
    e. If city poles or light structures will be used or will be in the area of the proposed construction, the pole(s) or light structure(s) shall be identified. No electric meter shall be mounted on a city pole or light structure.
    f. All plans shall reflect that no facilities to be installed will obstruct an existing or planned sidewalk, walkway, bicycle lane or lane of vehicular traffic.
    g. Detail of what applicant proposes to install, such as connection points, poles, pipes, valves, or other facilities.
    h. Detail of plans to remove and replace asphalt or concrete in streets.
    i. Drawings of any bores, trenches, manholes, pull-boxes, junction boxes, switch gear, transformers, pedestals, network nodes, micro-network nodes, or other facilities, including depth located in public right-of-way.

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j. Applicable details of the above facilities.

k. Complete legend of drawings submitted by applicant.

l. The name, address and phone numbers of the contractor or subcontractor who will perform the actual construction, including the name and telephone number of an individual with the contractor who will be available at all times during construction.

m. The construction and installation methods to be employed for the protection of existing structures, fixtures, and facilities within or adjacent to the public right-of-way, and the dates and times work will occur, all of which (methods, dates, times, and other applicable information) are subject to approval of the city designee or utility owner.

n. A traffic-control plan approved by the city designee shall be required any time work will require traffic lane closures or sidewalk closures. A trench safety plan, meeting OSHA 29 CFR 1926.651 and 29 – CFR 1926.652, may also be required based on the proposed scope of work.

o. The permittee shall provide a SWPPP (prepared by a State of Texas licensed engineer) and the corresponding Texas Pollutant Discharge Elimination System (TPDES) General Permit Number TXR150000 for discharges of storm water runoff from small construction sites to the city. Permittee shall be responsible for implementing, maintaining and inspecting all storm water pollution prevention control measures and other practices shown on the SWPPP. The permittee shall abide by all requirements set forth in the TCEQ guidelines.

7. A copy of all permits and approved engineering plans shall be maintained at the construction site and made available for inspection by the city at all times when construction or installation work is occurring.

8. All construction or installation work authorized by permit must be completed in the time specified in the construction permit. If the work cannot be completed in the specified time periods, the permittee must request a time extension from the city designee in writing at least 48-hours before the permit expires.

9. A request for a permit must be submitted at least twenty (20) working days before the proposed commencement of work, unless waived by the city designee.

10. Requests for permits will be approved or disapproved by the city within a reasonable time or receiving all the necessary information. The city will use best efforts to approve or disapprove a request for permit within ten (10) working days of receipt of all require permit documentation.

11. The city designee can request a pre-construction meeting with the permittee and their construction contractor.

Article E - Construction and Maintenance Standards.

1. The following shall be required when facilities are constructed in the public right-of-way, regardless of whether a permit is required:

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a. The city designee must be notified by the permittee twenty-four (24) hours prior to construction proceeding. The permittee must have previously called for any needed locations for public right-of-way facilities. At the time of notification, the permittee will inform the city designee of the reference number assigned from the one-call system.

b. All construction shall be in conformance with all city codes and applicable local, state and federal laws and must be done in a good, workmanlike manner and in accordance with all applicable sections of this ordinance.

c. Repair of all street and sidewalk damaged or removed during installation of proposed utilities shall city standards or as directed by the city designee. All repairs must be made promptly to avoid safety hazards to vehicle and pedestrian traffic.

d. Installation of facilities must not interfere with city utilities, in particular gravity dependent facilities.

e. New facilities must be installed to a depth approved by the city designee.

f. All directional boring shall have locator place bore marks and depths while bore is in progress. The boring method and bore pit locations shall be identified. Locator shall place mark at each stem with paint dot and depth at least every other stem.

g. The working hours in the public rights-of-way are 8:00 a.m. to 5:00 p.m., Monday through Friday. Work that needs to be performed after 5:00 p.m. Monday through Friday must be approved in advance by the city designee. Any work performed on Saturday must be approved seventy-two (72) hours in advance by the city designee. No work will be done on Sundays or city holidays, except for emergencies.

h. The permittee is responsible for obtaining line locates from all affected utilities or others with facilities in the public right-of-way prior to any excavation. Use of the geographic information system or the plans of records does not satisfy this requirement. When requested by the city designee, permittee shall verify locations by pot holing, hand digging or other method approved by the city designee prior to any excavation or boring with the exception of work involving lane closures, as discussed above.

i. Construction which requires pumping of water or mud shall be contained in accordance with city ordinances, federal and state laws and the directives of the city designee.

j. All facilities installed in the public right-of-way shall be capable of being identified through a digital GIS shape file or other means as acceptable to the city designee. Said identification shall be provided at the time of application and shall be visible on the facilities when installed.

k. The permittee must obtain any needed permits for electrical work and provide sealed engineered drawings for conduit size, circuit size, calculations for amperage, or any other required information. Provider shall be responsible

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for obtaining any required electrical power service to any installation.

l. Public right-of-way work shall be completed in the amount of time shown on the permit; but if no completion time is shown on the permit the work shall be complete in not more than one (1) year.

m. The permittee has the exclusive responsibility to coordinate with other public service providers to protect all existing facilities in the public right-of-way in which the construction occurs. Acceptance of the plans and issuance of a permit does not constitute liability on the city's part for any damage to existing facilities.

n. The permittee has the exclusive responsibility to locate the extent of the public right-of-way. Acceptance of the plans and issuance of a permit does not constitute liability on the city's part for any facilities placed on private property. If facilities are placed on private property, it is the public service provider's responsibility to contact property owners and acquire easements or move the facilities.

o. The contractor will maintain at all times on the job site a responsible person authorized and capable to receive and relay instructions from the city designee.

2. Above ground utility structures shall meet the following requirements:

a. Above ground utility structures shall comply with all requirements of other city ordinances, other state and federal laws and regulations. Public service provider shall be responsible for obtaining other permits, as required.

b. Above ground utility structures exceeding two feet in height shall not be placed within any intersection visibility triangle, as defined in the city's or state's design criteria manual.

c. Above ground utility structures, not including poles, less than sixty (60) cubic feet in volume, with no dimension greater than six feet, may be placed within the public right-of-way without screening.

d. Above ground utility structures, not including poles, equal to or greater than sixty (60) cubic feet in volume or more than seven feet in height shall be located in a private utility easement or other private property and shall be screened on all sides except for the sides containing the openings for access to the structure and shall be subject to requirements of the unified development code.

3. Below ground utility structures may be allowed in the public right-of-way if space is available. In reviewing the utility structures the city will consider the following:

a. Size, location, and impact of the proposed structure;

b. The structure's coordination with existing and proposed public facilities; and

c. Availability of remaining public right-of-way.

4. If the city determines that the proposed utility structure cannot be placed within the

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public right-of-way without adversely affecting the integrity of an existing or future facility owned by the city, the city shall have the right to deny the location of a new or replacement utility structure within the said public right-of-way.

5. The public service provider shall pay city a use fee for use of the property based upon the reasonable value as determined by the city. In addition to a use fee, the city may request the public service provider to provide network connectivity or conduit to the city.

Article F - Improperly Installed Utilities.

1. Any public utility provider doing work in the public right-of-way shall properly install, repair, upgrade and maintain facilities;
2. Repair or restore any damage to other facilities in the public right-of-way that occurs as a result of improper construction, installation, repair, relocation, or upgrade of the permittee's facilities; and
3. Facilities shall be considered to be improperly installed, repaired, upgraded or maintained if:
    a. The installation, repairs, upgrade or maintenance endangers public health or safety;
    b. The installation, repairs, upgrade or maintenance damages public property or another public service provider's facilities;
    c. The installation, repairs, upgrade or maintenance does not comply with applicable local, state, or federal laws or regulations;
    d. The facilities are not capable of being located using standard practices;
    e. Underground facilities that are installed less than twenty-four (24) inches in depth;
    f. The placement or construction of said facilities remains incomplete or hazardous after construction work is finished or time for completion has passed, including but not limited to holes in paved areas or ground, junction boxes or manholes that are improperly sealed, and broken equipment or any other incomplete or hazardous condition;
    g. The facilities are not located in the proper place at the time of construction in accordance with the design included in the approved permit, including encroachment upon private property, extension outside the public right-of-way location designated in the permit without authorization, or placement in an area that interferes with another public service provider's existing facilities;
    h. Aboveground facilities are placed in an existing or proposed sidewalk, or at-grade facilities placed similarly when they can be placed outside the existing or proposed sidewalk.
    i. The facilities cause any interference with city public safety radio system, traffic signal light system, city traffic observation video cameras or other

communications.

Article G – Record Drawings.

Public utility provider will provide the city with record drawings within sixty (60) days of completion of facilities in the public right-of-way. All the requirements specified for the plans submitted for the initial permit, as set forth in Article C, shall be submitted and updated in the record drawings. The detail and accuracy required includes location, depths, size of facilities, materials used, and any other pertinent information. Submittal of "record drawings" shall be in digital format.

Article H - Conformance with Public Improvements.

Whenever widening or straightening of streets, water or sewer line projects, or any other public works projects, it may be necessary the city to remove, alter, change, adapt, or conform the underground or overhead facilities of a public right-of-way user to another part of the public right-of-way, such alterations shall be made by the owner of the public utility at their expense within the time limits set by the city working in conjunction with the owner of the facilities, or if no time frame can be agreed upon, within ninety (90) days from the day the notice was sent to make the alterations. Facilities not moved after ninety (90) days, or the time set forth in the notice shall be deemed abandoned and may be removed in accordance with Article L "abandoned facilities."

Article I - Restoration of Property.

1. The permittee shall restore property affected by construction of facilities to a condition that is equal to or better than the condition of the property prior to the performance of the work. Restoration must be approved by the city designee.
2. Temporary restoration of the public right-of-way may not remain for more than ten (10) business days after the completion of a repair or installation of an underground structure or facility unless a time extension has been granted by the city. The city may, at the expense of the permittee or the public utility provider, remove any temporary restoration remaining in the public right-of-way beyond the ten-day time limit and make permanent repairs. Any exception to the ten-day time limit, other than a relocation of a facility in advance of a city construction project in the public right-of-way, must be approved by the city prior to expiration of the time limit.
3. Restoration must be to the reasonable satisfaction of the city and the property owner. The restoration shall include, but not be limited to:
    a. Installation of all manholes, junction boxes and pull boxes, as required;
    b. Backfilling and compacting all bore pits, potholes, trenches or any other holes shall be filled in daily, unless other safety requirements are approved by the city designee;

c. Leveling of all trenches and excavations;

d. Restoration of excavation site to city specifications;

e. Replacing all ground cover with the type of ground cover damaged during work or better either by sodding or seeding, as directed by the city; and

f. Restoration of all landscaping, ground cover, and sprinkler systems.

4. Restoration must be made in a timely manner as specified by approved city schedules and to the satisfaction of city. If restoration is not satisfactory and performed in a timely manner all work in progress, except that related to the problem, including all work previously permitted but not complete may be halted and a hold may be placed on any permits not approved until all restoration is complete.

5. Any alteration to landscape material located within any public right-of-way requires prior notification to the adjacent property owner and city. No public utility provider or permittee shall cut, deface or in any way injure any landscape material located within a public median without prior approval from the city designee. Landscape material shall include, but is not limited to, canopy and ornamental trees, shrubs, ground cover, lawn, earthwork, and irrigation systems. Topping/trimming of trees for overhead utility service is excluded from this subsection.

6. The public utility provider and permittee shall provide written notice to the city before trimming or removing any landscape material in the public right-of-way. The city shall not be liable for any damages, injuries, or claims arising from network provider's actions under this section.

7. When landscape material is proposed to be removed from the public right-of-way during construction, the permittee shall restore to a condition that is equal to or better than the pre-construction conditions.

8. If a public utility provider or permittee fails to restore property as set out in this section, the city shall give five (5) days written notice to the public utility provider at the address shown on the permit. If the public utility provider does not initiate repairs during the five (5) day period or fails to complete the repairs within thirty (30) days thereafter the city may elect to repair such portion of the public right-of-way as may have been disturbed by the public utility provider, its contractors, or agents at the cost of the public utility provider. These time periods may be shortened or waived in cases of a threat to public health, safety or welfare. Upon receipt of an invoice from the city, the public utility provider shall reimburse the city for the costs so incurred no later than thirty (30) calendar days from the date of the city invoice.

9. All construction performed under any permit granted to a public utility provider by the city under this ordinance must be maintained to the satisfaction of the city for one year after final acceptance of construction or repair. Should the city determine, within one year from the date of the completion of the repair work, that any of the restoration work failed to meet the existing standards of the city, the public utility provider shall perform such additional restoration work to the satisfaction of the city, subject to all city remedies.

10. Should the city determine, within one year from the date of final acceptance of work,

that additional restoration work is required, the public utility provider shall perform such additional restoration work to the satisfaction of the city within thirty (30) calendar days after the city gives written notice to the public utility provider to correct the damage, defect, or other problem. If the restoration work is not completed within thirty (30) calendar days, the work may be performed by the city at the public service provider's expense. The public utility provider shall notify the city at least 48 hours before commencing any repair operations. If a construction or excavation site is subsequently disturbed by another party, including another public utility provider, permittee or the city, any continuing obligation to maintain the overlapping area shall cease. If the site is disturbed by another public utility provider, then that public utility provider shall be subject to the maintenance period for the overlapping area.

11. The city shall notify the public utility provider in writing if the backfill on a permitted pavement cut or excavation settles at any time during the one-year maintenance period, causing subsidence in the pavement of one-half inch or more, vertically measured in any three-foot horizontal direction. Upon notification, the public utility provider shall commence repair work within ten (10) days and notify the city forty-eight (48) hours in advance of commencement of the repair work. If the repair work is not commenced within ten (10) days, the repair work may be performed by the city at the public service provider's expense.
12. Notwithstanding any of the above sections, if the city determines that the failure of the public utility provider to properly repair or restore the public right-of-way constitutes a threat to the public health, safety or welfare, the city may undertake emergency repairs and restoration efforts. The city may attempt to provide emergency notice to the public utility provider responsible but is not obligated to do so. The public utility provider shall promptly reimburse the city for all costs incurred by the city within thirty (30) calendar days from the date of the city invoice.
13. The decision of the city as to the necessity of correcting any damage, defect or other problem is binding on all parties.
14. All damage caused directly or indirectly to the public right-of-way surface or subsurface outside the construction area will be regarded as part of the construction and must be included in the total area repaired.
15. Upon failure of the public service provider to perform any such repair or restoration work described in this ordinance, the city may repair such portion of the public right-of-way as may be required. The public service provider shall reimburse the city for the actual direct and indirect costs of the repair work.

Article J - Permit Revocation, Denial or Suspension.

1. Permit revocation. A permit may be revoked by the city if any of the provisions of this ordinance are not followed. If a public utility provider or permittee has not followed the terms and conditions of this ordinance in work done pursuant to a prior permit, new permits may be denied or additional terms required. The city may suspend construction or revoke an issued permit on the same grounds on which a permit may be denied if

the permittee:

a. Commences or performs construction in violation of an applicable requirement of this ordinance or the permit;

b. Creates a public health or safety hazard by performance of the construction in question;

c. Fails to comply with an direction order by the city in regard to the construction;

d. Fails to comply with the restrictions or requirements of other city ordinances or state or federal laws or regulations applicable to the construction; or

e. Commences or performs work without having prior knowledge and understanding of the applicable repair standards as city construction standards.

2. Permit denial. If a permit is denied upon initial submission for incompleteness or for an issue which is capable of correction, the applicant may complete or correct the application and resubmit the application, including resubmittal fees. Applications not resubmitted within thirty (30) calendar days shall be considered withdrawn. The city may refuse to issue a permit if:

a. The proposed construction will interfere with vehicles or pedestrians and no procedures, or procedures inconsistent with this ordinance, have been identified to minimize the interference;

b. The proposed construction will interfere with another activity for which a permit has been issued, or will conflict or interfere with existing facilities already in the public right-of-way, or will conflict with proposed public facilities;

c. The proposed barricading, channelizing, signing, warning, or other traffic-control procedures or equipment do not comply with the requirements of the most current edition of the Texas Manual on Uniform Traffic-Control Devices;

d. The proposed construction, incidental traffic control, or other permitted activity, or the manner in which it is to be performed, will violate a city ordinance or regulation or a state or federal statute or regulation; or

e. The permittee:

i. Fails to furnish all the information required by this ordinance;

ii. Knowingly or intentionally furnishes false or incorrect information to the city; or

iii. Is not in compliance with applicable requirements of an existing permit issued under this ordinance.

3. Suspension or revocation notice. The city designee shall provide immediate verbal notice to the permittee of the revocation, denial or suspension of a public right-of-way permit. Written notice of a suspension or revocation, including reasoning, shall be provided within two business days of the verbal notice to the permittee and public service provider. Construction that is suspended may not resume until the city designee

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determines that the permittee has corrected the violation, noncompliance, or hazard that caused the suspension. A permit that has been suspended or revoked may be reinstated by the city designee if the city designee determines that:

a. The permittee has corrected the violation, noncompliance, or hazard that caused the suspension or revocation; and

b. The health or safety of the public is not jeopardized by reinstating the permit.

Article K - Inspections and Emergency Repairs during Construction.

1. The city designee may perform inspections of any public right-of-way work, including installations, maintenance, modifications or any other right-of-way work, whether such work is subject to permit requirements or allowed to be done without a permit. The city designee may perform visual inspections of any public right-of-way work located in the right-of-way as the city designee deems appropriate without notice. If the inspection requires physical contact with right-of-way work, the city designee may provide the public utility provider with notice prior to said inspection. Public right-of-way user may have a representative present during such inspection. In the event of an emergency situation, the city may, but is not required to, notify the permittee or public utility provider user prior to the inspection. The city may take any needed action to remediate an emergency. The city shall notify the permittee or public utility provider user as soon as practical after said remediation.
2. If the city designee determines during construction that an emergency repair to a public right-of-way is necessary to correct a situation that is hazardous to the public, the city designee shall immediately notify the permittee and the public utility provider. If the permittee does not commence the emergency repair within twenty- four (24) hours or the city designee determines that repairs are required sooner for the protection of the health, safety, and welfare of the public, the city may, with sole discretion, cause performance of such emergency repair work as is necessary to correct the hazardous situation. The permittee, or public service provider, shall reimburse the city for the actual direct and indirect cost of the work necessary to correct the hazardous situation. The permittee shall maintain the emergency repair until the permittee completes construction and final repairs.

Article L - Abandoned Utilities.

1. Duty to remove. A public utility provider that has placed utilities in the public right-of-way shall remove said utilities and related equipment when such utilities are abandoned regardless of whether or not it receives notice from the city. If in the judgment of the city, removal of underground utilities would cause damage, this requirement may be waived.
2. Time for removal.
    a. The city may notify the public utility provider that said utilities must be removed immediately when necessary to ensure public health, safety, and welfare.

b. If immediate removal is not required, the removal must be completed within the time set forth in the written notice to remove from the city and if no time is set out, then within ninety (90) days for the utilities and related equipment being abandoned.

c. If the utilities are not removed after the ninety (90) day notice to remove, the city may remove the utilities thirty (30) days after notice of a final finding of abandonment.

d. When a public utility provider removes, or abandons permanent structures in the public right-of-way, the public utility provider shall notify the city in writing of such removal or abandonment and shall file with the city the location and description of each utility and ground equipment removed or abandoned.

e. The city may require the public utility provider to complete additional remedial measures necessary for public safety and the integrity of the public right-of-way.

Article M – Utility Location Records.

The public utility provider shall maintain accurate maps and other appropriate records of its facilities and equipment as they are actually constructed in the public rights-of-way, including, upon request, the use of Auto CAD/GIS digital format. User will provide additional maps to the city upon request.

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To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Stephen Muse, Accountant III
Date:	Tuesday, September 1, 2026
Agenda #:	Consideration and **APPROVAL** on **SECOND** and **FINAL READING** of **Ordinance Number 2026-1820** to adopt the Fiscal Year 2027 Annual Budget. (Financial Services Department)

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

EXHIBIT A

PROPOSED ANNUAL BUDGET

OCTOBER 1, 2026 - SEPTEMBER 30, 2027

City of BROWNSVILLE Texas

On the Border, By the Sea, and Beyond



FISCAL YEAR 2026 27

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, September 1, 2026
Agenda #:	Consideration and **APPROVAL** on **SECOND** and **FINAL READING** of **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)

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, September 1, 2026
Agenda #:	Consideration and **APPROVAL** on **SECOND** and **FINAL READING** of **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)

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:	Stephen Muse, Accountant III
Date:	Tuesday, September 1, 2026
Agenda #:	Public Hearing and **ACTION** on **FIRST READING** of **Ordinance Number 2026-1761-B** of the City of Brownsville, Texas, to update the Master Fee Schedule of the City of Brownsville and amend pertinent sections of the Code of Ordinances to reflect those updates, and dealing with related matters. (Financial Services Department)

Summary:
This item updates the Master Fee Schedule for the City of Brownsville. This schedule will continue to be updated annually during budget process or from time to time as needed. Please refer to Exhibit “A” for a proposed list of fees and charges. Please refer to Exhibit "B" amending certain section of the Code of Ordinances moving fees to the Master Fee Schedule.

Project Scope and Analysis:
This item updates the Master Fee Schedule for the City of Brownsville. This schedule will continue to be updated annually during budget process or from time to time as needed. Please refer to Exhibit “A” for a proposed list of fees and charges. Please refer to Exhibit "B" amending certain section of the Code of Ordinances moving fees to the Master Fee Schedule.

Funding:
Source:
Amount:
Local Contribution if Applicable:

Recommendation:
Staff recommends approval

Commission Pillar:
Governance

Attachments:
1. 2.01 2026-1761-B Master Fee Ordinance Adoption_4960

2. 2.00A FY 2027 Summary of Fee Changes
3. 2.00B Exhibit A - FY 2027 Master Fee Schedule

ORDINANCE NUMBER 2026-1761-B

AN ORDINANCE OF THE CITY OF BROWNSVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY TO ADOPT THE PROPOSED FEES TO THE MASTER FEE SCHEDULE ATTACHED HERETO AS EXHIBIT "A"; PROVIDING THAT OTHER FEES NOT LISTED BUT NOW CHARGED PURSUANT TO OTHER ORDINANCES AND RESOLUTIONS SHALL REMAIN IN EFFECT UNTIL TRANSFERRED TO THE MASTER FEE SCHEDULE BY AMENDMENT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Brownsville, Texas (the "City Commission") adopted a Master Fee Schedule through Ordinance Nos. 2019-1661, 2020-1673, 2022-1673-A, and as amended by other ordinances and/or resolutions, and codified as Chapter 2, "Administration", Article V, "Finance", Division 2, "Fees", Section 2-434, "Master fee schedule", for the purpose of setting forth the comprehensive fees assessed and collected by the City for a range of applications, permits, licenses, services, and activities; and

WHEREAS, the City staff recommends the proposed charges found in Exhibit "A" and based on the cost of delivering these services (the "Proposed Fees"); and

WHEREAS, the City Commission desires to have these Proposed Fees included in the City's Master Fee Schedule, which is updated during the budget process or from time to time as needed to update or remove existing fees or add new fees; and

WHEREAS, although the purpose of this ordinance is to update the Master Fee Schedule, this ordinance is not intended to amend, abolish, or change any fee heretofore established that is not listed in the Proposed Fees to be added to the Master Fee Schedule.

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

Section 1. That from and after the effective date of this Ordinance the fees and charges set out in the Proposed Fees attached hereto as Exhibit "A" shall be collected on behalf of the City and added to the City's Master Fee Schedule. Other sections, fees, or charges not referenced in Exhibit "A" shall remain unaffected by this Ordinance until added and/or transferred to the City's Master Fee Schedule. All other fees found in the City's Master Fee Schedule are hereby ratified as if approved herein.

Section 2. Should any portion or part of this ordinance be held for any reason invalid or unenforceable by a court of competent jurisdiction, the same shall not be construed to affect any other valid portion hereof, but all valid portions shall remain in full force and effect.

Section 3. This ordinance shall be effective upon the Second and Final reading.

INTRODUCED and **PASSED** on the first reading on this the 1st day of September, 2026.

PASSED and **APPROVED** on the second and final reading on this the 15 day of September, 2026.

_____
John Cowen, Jr.

ATTEST:

_____
Mayra Rios, City Secretary

City of Brownsville Master Fee Schedule FY 2027

Summary of Changes

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Update
Department Name: FIRE DEPARTMENT/EMS				
Supplementary Charges/Meds				
Ambulance Service	Meropenem Injection 1gm/vl box 30mL	0	6.5	New
Department Name: City Secretary Department				
	Fees For Administrative Services			
Notary Services	For Birth Amendments/Campaign Finance Reports from Commission (if needed)	7	10	Increase
Plastic pouch	Customer has the option of purchasing an additional plastic pouch	2	3	Increase
Search Fee	Search for a birth record	23	0	Removed
Search Fee	Search for a death record	21	0	Removed
Fax	Long distance (per page)	1	0	Removed
Burial Transit Permit	Weekdays	10	25	Increase
Burial Transit Permit	Weekends and holidays	25	50	Increase
Vitals Verification	Certified attest that we search a bith or death record	0	20	New
Abstract Fee	the Stated charge us to do an abstract when the person was not born inside the city limets of brownsville	0	5	New
	City Cemetery			
City Cemetery	**Adminisntrative Fee**	0	125	New
City Cemetery	Search fee	15	0	Removed
City Cemetery	Affidavit fee	50	0	Removed
City Cemetery	Interment fee—full body burials	350	750	Increase
City Cemetery	Additional fee required for any interment that occurs on either Saturday or Sunday or the interment concludes after 5:00 pm	175	325	Increase
City Cemetery	Interment fee for cremains burials	75	325	Increase
City Cemetery	Additional fee required for any interment that occurs on either Saturday or Sunday or the interment concludes after 5:00 pm	50	175	Increase
City Cementery Perservation Fee		0	50	New
	Beer/Wine Permits			
Adminisntrative Fees	**New bussines and renewal**	0	125	New
Admininstrative Fees	**Changes on the priginal applications**	0	50	New
Department Name: Landfill				

City of Brownsville Master Fee Schedule FY 2027

Summary of Changes

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Update
IMSW 1	1 lbs.—300 lbs.	FY26 $9.73 FY27 $10.12 FY28 $10.52 FY29 $10.94	FY27 $10.12 FY28 $10.52 FY29 $10.94	Increase
IMSW 2	301—1,000	FY26 $16.22 FY27 $16.87 FY28 $17.54 FY29 $18.24	FY27 $16.87 FY28 $17.54 FY29 $18.24	Increase
IMSW 3	101—1,999	FY26 $22.71 FY27 $23.62 FY28 $24.56 FY29 $25.54	FY27 $23.62 FY28 $24.56 FY29 $25.54	Increase
IMSW 4	2,000 lbs.	FY26 $32.45 FY27 $33.75 FY28 $35.10 FY29 $36.50	FY27 $33.75 FY28 $35.10 FY29 $36.50	Increase
OMSW1	1 lbs.—300 lbs.	FY26 $17.31 FY27 $18.00 FY28 $18.72 FY29 $19.47	FY27 $18.00 FY28 $18.72 FY29 $19.47	Increase
OMSW2	301—1,000	FY26 $27.04 FY27 $28.12 FY28 $29.24 FY29 $30.41	FY27 $28.12 FY28 $29.24 FY29 $30.41	Increase
OMSW3	101—1,999	FY26 $35.69 FY27 $37.12 FY28 $38.60 FY29 $40.14	FY27 $37.12 FY28 $38.60 FY29 $40.14	Increase
OMSW4	2,000 lbs.	FY26 $45.43 FY27 $47.25 FY28 $49.35 FY29 $51.32	FY27 $47.25 FY28 $49.35 FY29 $51.32	Increase

City of Brownsville Master Fee Schedule FY 2027

Summary of Changes

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Update
Special Waste	0 lbs. to 2,000 lbs.	FY26 $38.94 FY27 $40.50 FY28 $42.12 FY29 $43.80	FY27 $40.50 FY28 $42.12 FY29 $43.80	Increase
Tires <16-inch	<16-inch	FY26 $1.08 FY27 $1.12 FY28 $1.16 FY29 $1.21	FY27 $1.12 FY28 $1.16 FY29 $1.21	Increase
Truck Tire	Truck Tire	FY26 $5.41 FY27 $5.63 FY28 $5.86 FY29 $6.09	FY27 $5.63 FY28 $5.86 FY29 $6.09	Increase
Tractor Tire	Tractor tire	FY26 $10.82 FY27 $11.25 FY28 $11.70 FY29 $12.17	FY27 $11.25 FY28 $11.70 FY29 $12.17	Increase
Heavy Equipment Tire	Heavy Equipment Tire	FY26 $24.88 FY27 $25.88 FY28 $26.92 FY29 $28.00	FY27 $25.88 FY28 $26.92 FY29 $28.00	Increase
1 Ton Tires	2,000 lbs.	FY26 $216.32 FY27 $224.97 FY28 $233.97 FY29 $243.33	FY27 $224.97 FY28 $233.97 FY29 $243.33	Increase
Compost	Compost for sale 2,000 lbs.	FY26 $48.67 FY27 $50.62 FY28 $52.64 FY29 $54.75	FY27 $50.62 FY28 $52.64 FY29 $54.75	Increase
Mulch	Mulch for sale 2,000 lbs.	FY26 $27.04 FY27 $28.12 FY28 $29.24 FY29 $30.41	FY27 $28.12 FY28 $29.24 FY29 $30.41	Increase
Pallets, firewood, etc.	Wood for sale 2,000 lbs.	FY26 $16.22 FY27 $16.87 FY28 $17.54 FY29 $18.24	FY27 $16.87 FY28 $17.54 FY29 $18.24	Increase

City of Brownsville Master Fee Schedule FY 2027

Summary of Changes

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Update
Unloading Fee (flat Beds)	Unloading service	FY26 $54.08 FY27 $56.24 FY28 $58.49 FY29 $60.83	FY27 $56.24 FY28 $58.49 FY29 $60.83	Increase
Uncover Loads fee	Unsecure load	FY26 $10.82 FY27 $11.25 FY28 $11.70 FY29 $12.17	FY27 $11.25 FY28 $11.70 FY29 $12.17	Increase
Inside City Clean Brush	Clean Brush from Inside City Limits	FY26 $16.22 FY27 $16.87 FY28 $17.54 FY29 $18.24	FY27 $16.87 FY28 $17.54 FY29 $18.24	Increase
Outside City Clean Brush	Clean Brush from outside City Limits	FY26 $17.31 FY27 $18 FY28 $18.72 FY29 $19.47	FY27 $18 FY28 $18.72 FY29 $19.47	Increase
Department Name: Brownsville Public Library System/Public Information Services Dept.				
Black Heat Transfer Vinyl	Materials for MakerSpace projects	2	0	Removed
White Heat Transfer Vinyl	Materials for MakerSpace projects	2	0	Removed
Direct-to-Film Transfer	Materials for MakerSpace projects	0	2	New
Sublimation	Materials for MakerSpace projects	0	2	New
Department Name: Parks and Recreation Department (PARD)				
Section of Park Rental	Keep park areas of park open to the public, for profit or exclusive use of rentor. Only use specified area.	$150 minimum, or $.05 cents per square foot which ever is greater.	0	Removed
Disc Golf Rental	2 Hour Rental Rate	150	100	Reduction

City of Brownsville Master Fee Schedule FY 2027

Summary of Changes

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Update
Disc Golf Tournament Rental	Daily Tournament Rental Rate	700	300	Reduction
Disc Golf Disc Rental	Single disc rentals	$2 per disc, $10 Refundable Deposit	0	Removed
Bike/Ride Events	Flat rate or Per participant, whichever is greater	$300 or $1 per participant	0	Removed
Bike/Ride/Running/Skate Park Events	Bike/Ride/Running events hosted on PARD Property		$150.00	New
Drop-In Fitness	Per Person, Per Day/Use	0	3	New
Portable Restrooms Rentals	Rental of Portable Restrooms-includes two (2) portable restrooms and one (1) handwashing station – per day fee plus $50.00 damaged deposit fee (refundable)		$150.00	New
Dignity Trailer	4 hour rental $100.00 damaged deposit fee (refundable)		$60.00	New
Dignity Trailer Rental Additional Hour	Fee per additional hour		$30.00	New
Transportation Fee (General)	Fee per mile Dignity Trailer travels		$0.70	New
Dignity Trailer - Cleaning & Restocking	Fee for cleaning and restocking Dignity Trailer		$100.00	New
Stage Rentals	Rental of stage—per day fee plus $100.00 damaged deposit (refundable)	600	500	Reduction
Barricade Rentals	Rental of Barricades per unit—per day plus $50.00 damaged deposit (refundable)	10	15	Increase
Dean Porter Park Resaca deck	Rental reservation of Deck (5 hrs.)	0	$500.00	New
BBQ Oven	4-Hour Rental	150	200	Increase
Bench Advertising	Bench Advertisements Quarterly	350	100	Reduction
Department Name: (PARD) Youth Program & Community Events				
Vendor Fee	Fee per vendor	$10 - $200	45	Reduction
Rental	Popcorn Machine	100	0	Removed
Rental	RCP Foyer Furniture Per Piece	100	0	Removed
Parking Lot (I.e., car shows, etc.)	Rental Fee		250	New
General Program Fee	Fee per person for general programs offered	5	0	Removed
Department Name: (PARD) Aquatics				
Lifeguard Instructor in Training (LIIT)	Lifeguard in Training Program	75	0	Removed
Swim Team	Brownsville Stingrays Swim Team Registration	55	75	Increase
Department Name: Youth Athletics - (Parks Outside of Sports Park)				
Little Dribblers	3 and 4 year old Basketball Jersey included (cost per player)	$35.00 Resident/$40 NonResident	40	Increase
Little Dribblers Summer	3 and 4 year old Basketball No Jersey included (cost per player)	$30.00 Resident/$35.00 NonResident	30	Reduction
Youth Winter/Spring Basketball	5—12 year old basketball Jersey Included (cost per player)	$45.00 Resident/$50 NonResident	40	Reduction
Youth Summer Basketball	5—18 year old basketball No Jersey Included (cost per player)	$40.00 Resident/$45.00 NonResident	30	Reduction
Adult Basketball	Adult basketball season No Jerseys Included (cost per team)	350	300	Reduction
Youth Flag Football	5—12 year old flag football Jersey Included (cost per player)	$55.00 Resident/$60 NonResident	50	Reduction

City of Brownsville Master Fee Schedule FY 2027

Summary of Changes

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Update
Youth Fall Volleyball	7—12 year old volleyball Jersey Included (cost per player)	$45.00 Resident/$50 NonResident	40	Reduction
Youth Summer Volleyball	5—18 year old basketball No Jersey Included (cost per player)	$40.00 Resident/$45 NonResident	30	Reduction
Adult Volleyball	Adult volleyball season No Jerseys Included (cost per team)	350	300	Reduction
Rental - Skate Park, Splash Pad (excludes Dean Porter),	per rental, per day (avg rental time is 4-6 hours)		$50.00	New
Independent Youth League Fees	Leagues the city does not directly operate ($ per player and $0.50 annual increase per registrar) must be a registered with an affiliate organization with board, bylaws, rules & regulations.	$9.50 (maximum $15.00)	10	Increase
Independent Adult League Fees	Per Player. Must be a registered with an affiliate organization with board, bylaws, rules & regulations.	25	0	Removed
Athletic Field - Non Resident Practice Rate	Practice fees (per hour, per field up to 4 hours)	45	35	Reduction
Athletic Field - Residents, Non-Tournament Rate	Event Rental (5 to 8 hours max)	300	0	Removed
Athletic Field - Non-Residents, Non-Tournament	Event Rental (5 to 8 hours max)	325	0	Removed
Athletic Field - Residents Tournament	Event Rental (5 to 8 hours max)	400	300	Reduction
Gym Independent Youth & Adult League Fees	Leagues the city does not directly operate ($20.00 per registrar) must be a registered with an affiliate organization with board, bylaws, rules & regulations.	0	$20.00	New
Gym Independent Youth League Fees	Leagues the city does not directly operate ($30.00 per registrar) must be a registered with an affiliate organization with board, bylaws, rules & regulations.	0	$30.00	New
Gym - Non-Residents, Non- Tournament	per hour, up to 4 hours	60	45	Reduction
Gym - Residents, Non-Tournament	Event Rental (5 to 8 hours max) add an additional $25 every extra hour	300	0	Removed
Gym - Non-Residents, Non-Tournament	Event Rental (5 to 8 hours max) add an additional $ 25 every extra hour	400	0	Removed
Banner fee (gyms/fields)			300 annually, $150 for 6 months per banner	New
Gym Non-Residents, Tournament	Event Rental (5 to 8 hours max)	900	500	Reduction
Rental	Sound System	$50.00	$50.00	New
Security	Per extra security $50.00	Fee determined by BPD	Fee determined by BPD	New
Maintenance Fee	Maintenance Fee / Clean up fee	$100.00	$100.00	New
Department Name: (PARD) Brownsville Golf Center				
Golf Course Fee	18 Holes (1/2 Cart) - Off Peak, Day	$30.00	$0.00	Removed
Golf Course Fee	18 Holes (Walking) - Off Peak, Day	$25.00	$0.00	Removed
Golf Course Fee	18 Holes Twilight (1/2 Cart) - Off Peak, Day	$25.00	$0.00	Removed
Golf Course Fee	18 Holes Twilight (Walking) - Off Peak, Day	$20.00	$0.00	Removed
Golf Course Fee	9 Holes (1/2 Cart) - Off Peak, Day	$25.00	$0.00	Removed
Golf Course Fee active educators (Summer only)	18 holes 1/2 cart	0	$30.00	Increase

City of Brownsville Master Fee Schedule FY 2027

Summary of Changes

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Update
Junior- Day (peak, off peak)	Junior- Day (peak, off peak)	9	$15	Increase
Junior - Monthly (peak, off peak)	Junior - Monthly (peak, off peak)	$29, $23	0	Removed
Single - Monthly (peak, off peak)	Single - Monthly (peak, off peak)	$115, $79	0	Removed
Couple - Monthly (peak, off peak)	Couple - Monthly (peak, off peak)	$163, $148	0	Removed
Cart Storage - Monthly	Cart Storage - Monthly	$140.00	$0.00	Removed
Cart Storage & Trail Fee - Monthly	Cart Storage & Trail Fee - Monthly	$190.00	$0.00	Removed
Cart Storage & Trail Fee - 3 Month	Cart Storage & Trail Fee - 3 Month/Saves $55	$525.00	$0.00	Removed
Couple - Annual	Couple - Annual	$1,719.00	$0.00	Removed
Family - Annual	Family - Annual	$1,896.00	$0.00	Removed
Couple - Annual W/ 1/2 Cart	Couple - Annual W/ 1/2 Cart	$1,720.00	$0.00	Removed
Non-Profit Peak Tournament Fee	Non-Profit Peak Tournament Fee	26.25	$0.00	Removed
Non-Profit Off-Peak Tournament Fee	Non-Profit Off-Peak Tournament Fee	22.5	$0.00	Removed
Department Name: (PARD) Brownsville Event Center				
Full Complex	8 Hour Rental	$7,398.44	$9,248.05	Increase
Palo Alto Grand Ballroom	8 Hour Rental	$4,756.25	$5,945.31	Increase
Resaca de la Palma "A"	8 Hour Rental	$793.75	$992.19	Increase
Major Jacob Brown "B"	8 Hour Rental	$793.75	$992.19	Increase
Palmito Hill "C"	8 Hour Rental	$793.75	$992.19	Increase
Charles Stillman "D"	8 Hour Rental	$793.75	$992.19	Increase
Palo Alto "E"	8 Hour Rental	$1,585.94	$1,982.42	Increase
Rooms "AB" or "CD"	8 Hour Rental	$1,585.94	$1,982.42	Increase
Rooms "ABE" or "CDE"	8 Hour Rental	$3,171.88	$3,964.84	Increase
Conference Room "A"	8 Hour Rental	$390.63	$488.28	Increase
Conference Room "B"	8 Hour Rental	$390.63	$244.14	Increase
Conference Room "C"	8 Hour Rental	$195.31	$244.14	Increase
Conference Rooms "BC"	8 Hour Rental	$250.00	$488.28	Increase
Covered Walkway "A"	8 Hour Rental	$390.63	$488.28	Increase
Covered Walkway "B"	8 Hour Rental	$390.63	$488.28	Increase
Foyer	8 Hour Rental	$390.62	$488.28	Increase
Pinata Pole Area	8 Hour Rental	$60.00	$50.00	Reduction
Digital Frame	Advertisement for 4 months	$700.00	$1,000.00	Increase
Lavaliere Microphone	AV Equipment	$45.00	$25.00	Reduction
12' x 8 Screen	AV Equipment	0	$95.00	New
Electrical Extension Cords	AV Equipment	$100.00	$10.00	Reduction
Cocktail Tables with Covers	Each	0	$15.00	New

Summary of Changes

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Update
Tiffany Chairs	$2.50 ea. (max 400)	0	$2.50	New
Parking Lot	Rental Fee	0	$1,000.00	New
Department Name: Engineering and Public Works Department				
Temporary Road Closure	Set up Traffic Control (Stand by employee - Per hour)		25	New
Rental of Equipment	Flexible delineator or Channelizer with Rubber Base (42")		45.5	New
Rental of Equipment	Steel Crowd Control Fence; 3 type of barricades and type A barricades (Lost, Damage)		150	New
Street Signs	**Signs FOR new subdivision or replacement**	**Varies— See below**	**Varies— See below**	
Street Signs	Metal Ground Socket TY-A Driveable		24	New
Street Signs	Metal Wedge -TY A Driveable		7.2	New
Street Signs	Aluminum Sign Blank (Rectangular) 6" x 12"	0	4.6	New
Street Signs	Aluminum Sign Blank (Rectangular) 6" x 18"	0	5.2	New
Street Signs	Aluminum Sign Blank (Rectangular) 9" x 12"	0	7	New
Street Signs	Aluminum Sign Blank (Rectangular) 9" x 24"	0	9	New
Street Signs	Aluminum Sign Blank (Rectangular) 12" x 6"	0	3.1	New
Street Signs	Aluminum Sign Blank (Rectangular) 12" x 18"	0	7.5	New
Street Signs	Aluminum Sign Blank (Rectangular) 12" x 36"	0	15.8	New
Street Signs	Aluminum Sign Blank (Rectangular) 12" x 65"	0	28	New
Street Signs	Aluminum Sign Blank (Rectangular) 15" x 24"	0	13.8	New
Street Signs	Aluminum Sign Blank (Rectangular) 15" x 60"	0	31.9	New
Street Signs	Aluminum Sign Blank (Rectangular) 18" x 24"	0	14.8	New
Street Signs	Aluminum Sign Blank (Rectangular) 18" x 36"	0	23.1	New
Street Signs	Aluminum Sign Blank (Rectangular) 24" x 30"	0	25.2	New
Street Signs	Aluminum Sign Blank (Rectangular) 24" x 48"	0	48.9	New
Street Signs	Aluminum Sign Blank (Rectangular) 24" x 60"	0	60.76	New
Street Signs	Aluminum Sign Blank (Rectangular) 30" x 36"	0	46.3	New
Street Signs	Aluminum Sign Blank (Rectangular) 108 x 24"	0	131.5	New
Street Signs	Aluminum Sign Blank (Round) 36"	0	50.7	New
Street Signs	Aluminum Sign Blank (Pentagonal) 30W x 29 H	0	30	New
Street Signs	Aluminum Sign Blank (Pentagonal) 36W x 35 H	0	51	New
Street Signs	Aluminum Sign Blank (Square) 12" x 12"	0	5.6	New
Street Signs	Aluminum Sign Blank (Square) 24" x 24"	0	19.8	New
Street Signs	Aluminum Sign Blank (Square) 30" x 30"	0	31.5	New
Street Signs	Aluminum Sign Blank (Square) 36" x 36"	0	55.4	New
Street Signs	Aluminum Sign Blank (Square) 48" x 48"	0	117	New

Summary of Changes

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Update
Street Signs	Aluminum Sign Blank (Triangle) 24"	0	10.7	New
Street Signs	Aluminum Sign Blank (Triangle) 30"	0	16	New
Street Signs	Face Stop Sign (Octagonal) 24" x 24"	0	18.5	New
Street Signs	Face Stop Sign (Octagonal) 36" x 36"	0	51	New
Department Name: Department of Health, Wellness & Animal Services/Vacant Lots				
Standard Lot 25 ft. × 100 ft.	Grass Height on a standard lot 25 ft. x 100 ft. (18 inches and over) Contracted Services, Varies on Contractor availability	$60.00 - $156.00	70-100	Increase
Standard Lot 50 ft. × 100 ft.	Grass Height on standard lot 50ft x 100 ft (18 inches and over) Contracted Services, Varies on Contractor availability	$65.00 - $169.00	90-125	Increase
Double Lot 100 ft. × 100 ft.	Grass Height on a Double Lot 100 ft. x 100 ft. (18 inches and over) Contracted Services, Varies on Contractor availability	$100.00 - $196.00	120-150	Increase
½-Acre Lot	Grass Height on a 1/2 acre lot (18 inches and over) Contracted Services, Varies on Contractor availability	$150.00 - $212.00	150	Reduction
1-Acre Lot	Grass Height on a 1-Acre lot (18 inches and over) Contracted Services,Varies on Contractor availability	$200.00 - $234.00	200-300	Increase
1½-Acre Lot	Grass Height on a 1 1/2 Acre Lot (18 inches and over) Contracted Services, Varies on Contractor availability	$300.00 - $450.00	250-450	Increase
2-Acre Lot	Grass Height on a 2 Acre lot (18 inches and over) Contracted Services, Varies on Contractor availability	$350.00 - $510.00	300-600	Redution
2½-Acre Lot	Grass Height on a 2 1/2 Acre lot (18 inches and over) Contracted Services, Varies on Contractor availability	$450.00 - $675.00	350-750	Reduction
3-Acre Lot	Grass Height on a 3 Acre lot (18 inches and over) Contracted Services, Varies on Contractor availability	$500.00 - $730.00	400-900	Reduction
3½-Acre Lot	Grass Height on a 3 1/2 Acre lot (18 inches and over) Contracted Services, Varies on Contractor availability	$550.00 - $885.00	450-1050	Reduction
4-Acre Lot	Grass Height on a 4 Acre lot (18 inches and over)Contracted Services, Varies on Contractor availability	$600.00 - $1035.00	550-1200	Increase
½-Acre Lot over 4 Acres	Grass Height on a 1/2 acre lot over 4 Acres (18 inches and over) Contracted Services, Varies on Contractor availability	$175.00 - $186.00	150	Reduction
1-Acre Lot over 4 Acres	Grass Height on 1 Acre Lot over 4 Acres(18 inches and over) Contracted Services, Varies on Contractor availability	$205.00 - $210.00	200-300	Increase
Debris	Light (less than or equal to 1,000 lbs) Contracted Service, Varies on Contractor availability	$170.00 - $325.00	150-200	Reduction
Debris	Moderate(1,001 lbs to 2,500 lbs) Contracted Service, Varies on Contractor availability	$329.00 - $500.00	250	Reduction
Debris	Heavy(2,501 lbs to 5,000 lbs) Contracted Service, Varies on Contractor availability	$381.00 - $750.00	350	Reduction

City of Brownsville Master Fee Schedule FY 2027

Summary of Changes

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Update
Debris	Extreme(5,001 lbs to 10,000 lbs) Contracted Service,Varies on Contractor availability	$488.00 - $80000	450	Reduction
Trim	Light (less than or equal to 1,000 lbs) Contracted Service, Varies on Contractor availability	$105.00 - $200.00	150-300	Reduction
Trim	Moderate(1,001 lbs to 2,500 lbs) Contracted Service, Varies on Contractor availability	$130.00 - $300.00	250-350	Reduction
Trim	Heavy(2,501 lbs to 5,000 lbs) Contracted Service, Varies on Contractor availability	$210.00 - $700.00	350-400	Reduction
Trim	Extreme(5,001 lbs to 10,000 lbs) Contracted Service, Varies on Contractor availability	$325.00 - $1000.00	450-500	Reduction
Department Name:Department of Health, Wellness & Animal Services/Foods Division				
Restaurant	1—25 Employees Annual Health Permit	172	250	Increase
Restaurant	26—50 Employees Remove	251	0	Removed
Restaurant	51+ Employees	283	250	Reduction
Bakery	1—25 Employees Annual Health Permit	172	250	Increase
Bakery	26—50 Employees	251	0	Removed
Bakery	51+ Employees	283	0	Removed
Tortilleria	1—25 Employees Annual Health Permit	172	250	Increase
Tortilleria	26—50 Employees	251	0	Removed
Tortilleria	51+ Employees	283	0	Removed
Fruit Stand	1—25 Employees Annual Health Permit	172	250	Increase
Fruit Stand	26—50 Employees	251	0	Removed
Fruit Stand	51+ Employees	283	0	Removed
Retail	1—25 Employees Annual Health Permit	172	250	Increase
Retail	26—50 Employees	251	0	Removed
Retail	51+ Employees	283	0	Removed
Day Care	1—25 Employees Annual Health Permit	172	250	Increase
Day Care	26—50 Employees	251	0	Removed
Day Care	51+ Employees	283	0	Removed
Nursing Home	1—25 Employees Annual Health Permit	172	250	Increase
Nursing Home	26—50 Employees	251	0	Removed
Nursing Home	51+ Employees	283	0	Removed
Drinking Establishments	New Accounts/Renewals Annual Health Permit	125	250	Increase
Meat Market	1—25 Employees Annual Health Permit	172	250	Increase
Meat Market	26—50 Employees	251	0	Removed
Meat Market	51+ Employees	283	0	Removed
Seafood Market	1—25 Employees Annual Health Permit	172	250	Increase
Seafood Market	26—50 Employees	251	0	Removed
Seafood Market	51+ Employees	283	0	Removed
Raspa/Ice Cream Stand	1—25 Employees Annual Health Permit	172	250	Increase

Summary of Changes

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Update
Raspa/Ice Cream Stand	26—50 Employees	251	0	Removed
Raspa/Ice Cream Stand	51+ Employees	283	0	Removed
Deli	1—25 Employees Annual Health Permit	172	250	Increase
Deli	26—50 Employees	251	0	Removed
Deli	51+ Employees	283	0	Removed
Private Schools	New Accounts/Renewals Annual Health Permit	172	250	Increase
Public Cafeteria	1—25 Employees Annual Health Permit	172	250	Increase
Public Cafeteria	26—50 Employees	251	0	Removed
Public Cafeteria	51+ Employees	283	0	Removed
Catering	1—25 Employees Annual Health Permit	172	250	Increase
Catering	26—50 Employees	251	0	Removed
Catering	51+ Employees	283	0	Removed
Snack Bar	1—25 Employees Annual Health Permit	172	250	Increase
Snack Bar	26—50 Employees	251	0	Removed
Snack Bar	51+ Employees	283	0	Removed
Swimming Pool	New Accounts/Renewal Annual Health Permit	100	200	Increase
Spa	New Accounts/Renewals Annual Health Permit	100	200	Increase
Business w/multi licenses	1—25 Employees Annual Health Permit	172	250	Increase
Business w/multi licenses	26—50 Employees	251	0	Removed
Business w/multi licenses	51+ Employees	283	0	Removed
C1 Mobile Unit Cat—1	New Accounts/Renewals	172	0	Removed
C2 77 Flea Mkt Hot Foods	New Accounts/Renewals	172	0	Removed
C3 77 Flea Mkt Snow Cones	New Accounts/Renewals	172	0	Removed
C4 Pre-Packaged Ice Cream	New Accounts/Renewals	172	0	Removed
C5 Produce—Tortillas	New Accounts/Renewals	172	0	Removed
C6 Annual Retail	New Accounts/Renewals	172	0	Removed
C6 Annual Temp.	Temporary Permit at 77 Flea Market	50	0	Removed
Food Truck Park	New Accounts/Renewals	172	0	Removed
Temporary App.	Temporary Permit Per Stand	25	50	Increase
		50	125	Increase
Temporary Seasonal	6-Month Temporary Permit	50	150	Increase
Temporary Conditional	When Business is Issued a Conditional	50	150	Increase
Charro Days Festivities Week Fee	**Health Permit during Charro Day festivities for Food Stands**	0	75	Increase
Temporary 14 Day	14-Day Temporary Permit	50	150	Increase
Replacement of Permit	Requesting a Replacement of Permit	25	50	Increase
Change of Business Name and/or Owner	Every Time a Business Changes Business Name and/or Owner (Administrative Fee)	15	50	Increase

City of Brownsville Master Fee Schedule FY 2027

Summary of Changes

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Update
Late Fee Charges	30 Days	38	20	Reduction
Late Fee after 30 Days	Monthly Compounded	38	40	Increase
Follow Up Fees	26—50 Employees	75	0	Removed
Follow Up Fees	51+ Employees	85	0	Removed
MIscellanous Fee-C1 Mobile Unit Cat—1	Technology Fee	25	0	Removed
MIscellanous Fee-C2 77 Flea Mkt Hot Foods	Technology Fee	25	0	Removed
MIscellanous Fee-C3 77 Flea Mkt Snow Cones	Technology Fee	25	0	Removed
MIscellanous Fee-C4 Pre-Packaged Ice Cream	Technology Fee	25	0	Removed
MIscellanous Fee-C5 Produce—Tortillas	Technology Fee	25	0	Removed
MIscellanous Fee-C6 Annual Retail	Technology Fee	25	0	Removed
MIscellanous Fee-C6 Annual Temp.	Technology Fee	25	0	Removed
MIscellanous Fee-Food Truck Park	Technology Fee	25	0	Removed
CPM Food Vendor Permit	Annual Health Permit	0	100	New
CPM Temp. Food Vendor Permit	Temp Health Permit	0	50	New
Department Name: Department of Health, Wellness & Animal Services/ BARCC Fees				
Euthenasia and Testing (Rabies)	Rabies testing due to animal lab	0	100	New
Individual city license tag	Individual city license tag	4	5	Increase
Individual city license tag (Unaltered)	Individual city license tag for unaltered animals	8	10	Increase
City license tags by roll	City License roll fee for 100 tags	400	500	Increase
Euthanasia	Disposition of animal due to owner request	20	50	Increase
Cremation Services	0-20lbs	0	150	New
Cremation Services	21-40lbs	0	250	New
Cremation Services	41-70lbs	0	350	New
Cremation Services	71-99lbs	0	450	New

City of Brownsville Master Fee Schedule FY 2027

Summary of Changes

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Update
Cremation Services	100-149lbs MAX	0	550	New
Return to owner on the field	Animal running at large Return to Owner on the field	0	25	New
Deceased animal pick up	Picking up deceased owned animal in property	0	25	New
Microchip on the field	Microchip implant on the field	0	10	Increase
Grooming License	Grooming License	50	250	Increase
Pet Store License	Pet Store License	100	250	Increase
Department store License	Department store License	50	250	Increase
Kennels with fewer than 10 animals license	Kennels with fewer than 10 animals license	50	250	Increase
Kennels with 11 to 50 animals license	Kennels with 11 to 50 animals license	75	500	Increase
Mobile Grooming Unit License	Grooming License for Mobile Unit	0	250	New
Performing animals license (temporary)	Performing animals license (temporary)	50	500	Increase
Petting Zoo (Temporary-per day)	Petting Zoo (Temporary-per day)	50	100	Increase
Circus (temporary)	Circus (temporary)	100	500	Increase
Late Fee Charges	30 Days	38	20	Reduction
Late Fee after 30 Days	Monthly Compounded	38	40	Increase
Follow Up Fees	Animal Shelter Licensing Follow Up	52	50	Reduction
Miscellaneous-Mobile Unit Grooming	Technology Fee	0	25	New
Miscellaneous-Multi-License Business	Technology Fee	25	25	
Department Name: Planning & Redevelopment Services				
WCF Permit	**Wireless Communication Facilities/Monopole - Equipment Upgrade, replacement, repairs**		500	New
	Residential re-roofing			
Miscellaneous Fees	Residential swimming pool repair	100	100	New
	Commercial & Multifamily			
Miscellaneous Fees	Inspections - After Hour	0	300	New
	Historic Preservation			
Historic Preservation Regulation	**Demolition / Relocation Review for Accessory Building only**	0	50	New
Historic Preservation Regulation	**Administrative COA**			

City of Brownsville Master Fee Schedule FY 2027

Summary of Changes

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Update
Historic Preservation Regulation	Certificate of Appropriateness (Residential)	0	0	New
Historic Preservation Regulation	Certificate of Appropriateness (Commercial)	0	50	New
Historic Preservation Regulation	Work Started prior receiving a COA	0	500	New
Historic Preservation Regulation	Building permit application within the NRHD (Residential)	0	0	New
Historic Preservation Regulation	Building permit application within the NRHD (Commercial)	0	75	New
Historic Preservation Regulation	Historic Sign Review	0	50	New
Historic Preservation Regulation	**Historic Preservation Commission Processing Fees**			
Historic Preservation Regulation	Certificate of Appropriateness (Residential)	0	50	New
Historic Preservation Regulation	Certificate of Appropriateness (Commercial)	0	100	New
Historic Preservation Regulation	Work Started prior receiving a COA	0	1000	New
Historic Preservation Regulation	Building permit application within the NRHD (Residential)	0	100	New
Historic Preservation Regulation	Building permit application within the NRHD (Commercial)	0	150	New
Historic Preservation Regulation	Historic Sign Review	0	100	New
Historic Preservation Regulation	**Tax Exemption Designation (first time designation)**	0	100	New
Historic Preservation Regulation	**Determination of non-contributing status (valid for two (2) years)**	0	100	New
	Planned Development Plan Fee			
Zoning Permit	0 to 1 Acre	750	0	Removed
Zoning Permit	1 to 5 Acres	1000	0	Removed
Zoning Permit	5 to 10 Acres	1250	0	Removed
Zoning Permit	10 and Up Acres	1750	0	Removed
	Sign Permit Fees			
Sign Permit	Annual inspection fee	100	0	Removed
Registration	**Sign Contractor Registration Fees**			
Registration	Non-illuminated sign contractors — 1st year	50	0	Removed
Registration	Non-illuminated sign contractors — Renewal	25	0	Removed
Registration	Electrical sign contractors — 1st year	100	0	Removed
Registration	Electrical sign contractors — renewal	50	0	Removed
Registration	Electrical sign service contractor — 1st year	100	0	Removed
Registration	Electrical sign service contractor — Renewal	50	0	Removed

City of Brownsville Master Fee Schedule FY 2027

Summary of Changes

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Update
Registration	Billboard sign contractor — 1st year	200	0	Removed
Registration	Billboard sign contractor — Renewal	100	0	Removed
Miscellaneous Fees - C-Addition	Technology Fee	50	250	Increase
Miscellaneous Fees - C-Site Development	Technology Fee	50	250	Increase
Miscellaneous Fees - R-Pool	Technology Fee	25	50	Increase
Miscellaneous Fees - C-Pool	Technology Fee	50	250	
Miscellaneous Fees - C-Solar	Technology Fee	50	250	
Miscellaneous Fees - Subdivisions	Technology Fee	0	250	New
Miscellaneous Fees - Zoning Processes	Technology Fee	0	150	New
Miscellaneous Fees - Zoning Verification Letter	Technology Fee	0	75	New
	Downtown Fees			
Vendor Fee - First Friday	Downtown Brownsville Brick-and-Mortar Business Vendor Fee at Market Square	50	0	Removed
Vendor Fee - First Friday	Downtown Brownsville Brick-and-Mortar Business Vendor Fee Outside Market Square	50	0	Removed
Vendor Fee - First Friday	Non-Downtown Brownsville Brick-and-Mortar Business Vendor Fee Outside Market Square	50	25	Reduction
Vendor Fee - First Friday	First Friday Event T-Shirt	0	30	New
Department Name: (PARD) Sports Park				
Rental Fees	Lights, All Locations —Per Field—Per Hour	$250.00	$0.00	Removed
Rental Fees	Mobile Stage Rental	0	$500.00	New
Rental Fees	PA System (Speaker & Micrphone)	0	$100.00	New
Rental Fees	Golf Cart Rental per-cart /per-day	0	$50.00	New
Sponsorship/Advertisement				
Rental Fees	Seasonal—3-month period	$300.00	$0.00	Removed
Parking Fee	Dirt - range based on the event scope/capacity	$5-$9	$10.00	Increase
Softball/Baseball Rental Fees				

City of Brownsville Master Fee Schedule FY 2027

Summary of Changes

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Update
Rental Fees	Individual Field—Hourly (Practice Only) No Marked Lines	$45.00	$40.00	Reduction
Rental Fees	Individual Field - Hourly (Practice Only) Marked	$50 Resident/$60 NonResident	$60.00	Increase
Rental Fees	Tournament Fees—Softball/Baseball - Daily	$450.00	$1,000.00	Increase
Rental Fees	Concessions (Weekend Tournaments - If Chosen)	) Day Resident/$350 Day Non Resident	$300.00	Reduction
Multisport Fields Complex Rental Fees				
Rental Fees	Full Size MS Field—Hourly (Practice Only) No Marked Lines	$45.00	$50.00	Increase
Retal Fees	Full Size MS Field - Hourly (Practice Only) Marked	$50 Resident/$60 Non Resident	$60.00	Increase
Tournament Fees—MSF Per Field *price will vary based on number of Fields Rented				
Rental Fees	MS Field—Per Field (Tournament)	$150.00	$200.00	Increase
Rental Fees	Full Size MS Youth Sized Field—Per Field (Tournament)	$200.00	$0.00	Removed
Rental Fees	Concessions (Weekend Tournaments - If Chosen)	0 Day Resident/$350 Day NonResider	$600.00	Increase
Artificial Turf Field Rental Fees				
Rental Fees	Hourly (up to 6 hours)—Games/Scrimmages Visitor Seating Only	$150.00	$175.00	Increase
Rental Fees	Visitor Seating - All Day Event	$1,500 Resident/$2000 NonResident	$1,500.00	Reduction
Rental Fees	Hourly (up to 6 hours)—Games/Scrimmages Stadium Seating	$250.00	$300.00	Increase
Rental Fees	Stadium Seating - All Day Event	$2,500 Resident/$3,000 NonResident	$3,000.00	Increase
Rental Fees	Full Stadium Seating—All day Event (6+ hours)	$3,000.00	$3,500.00	Increase
Rental Fees	Locker Rooms	$75 Resident/$80 NonResident	$75.00	Reduction
Dome Rental Fees				
Rental Fees	Deposit for Hourly Rate	$0.00	$50.00	New
Rental Fees	Tournament Rate (12 Hour Block)	$750.00	$850.00	Increase
Rental Fees	Deposit for Tournament Rate	$0.00	$150.00	New
Rental Fees	Additional Hours	$0.00	$100.00	New
Other Facilities				
Rental Fees	Basketball Court—Hourly Rental	$20 Resident/$30 NonResident Hourly	30	Increase
Rental Fees	Outdoor Basketball Courts - Tournament	$400 Resident/$500 NonResident	400	Reduction
Rental Fees	Sand Volleyball Court Tournament (8 hrs)	$350 Resident/$400 NonResident	400	Increase
Rental Fees	Skate Park - Half Day	$150 Resident/$200 NonResident	200	Increase
Rental Fees	Skate Park—Daily Rental	$250 Resident/$300 NonResident	300	Increase
Rental Fees	North Pavilion - (By Sand Volleyball) 4 hours, $75 each additional hour	$250.00	150	Reduction
Rental Fees	South Pavilion - (By Playground) 4 hours, $75 each additional hour	Residents/$100 NonResidents Hourly	250	Increase

Department Name: Brownsville South Padre Island International Airport

City of Brownsville Master Fee Schedule FY 2027

Summary of Changes

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Update
	Motor Vehicle Parking Fee Schedule			
Parking	Lost Ticket	0	50	New
	Vehicles for Hire Fee Schedule			
Vehicles for Hire Fee	Transportation Network Companies Fee per trip	2	1	Reduction
Department Name: CVB				
Miscellaneous Fees (REMOVE FROM INVENTORY)	Short Sleeve Red BTX Logo T-Shirt	$ 20.00	0	Removed
Miscellaneous Fees	BTX Tote Bag LARGE	$ 30.00	$ 20.00	Reduction
Miscellaneous Fees (REMOVE FROM INVENTORY)	Umbrella	$ 8.00	0	Removed
Miscellaneous Fees	YOUTH T-shirts (XS,S,M,L,XL)	$ 20.00	$ 15.00	Reduction
Miscellaneous Fees (REMOVE FROM INVENTORY)	YOUTH Icon T-Shirt (Red Icon)	$ 20.00	0	Removed
Miscellaneous Fees	ADULT T-shirts (XS,S,M,L,XL,2XL)	$ 20.00	$ 20.00	
Miscellaneous Fees (REMOVE FROM INVENTORY)	ADULT Texas T-shirt (Texas Design)	$ 20.00	0	Removed
Miscellaneous Fees	Mugs	New item	$ 25.00	New
Miscellaneous Fees	Kids T-Shirts (XS,S,M,L,XL)	New item	$ 10.00	New
Miscellaneous Fees	Lapel Pins	New item	$ 3.00	New
Space Fest Vendor Registration Fees	Artisan Vendor	New item	$ 35.00	New
Space Fest Vendor Registration Fees	Food Vendor or Cottage Law	New item	$ 75.00	New
Space Fest Vendor Registration Fees	Food Truck	New item	$ 175.00	New
Miscellaneous Fees	Patches	New item	$ 10.00	New
Miscellaneous Fees	Jackets	New item	$ 75.00	New
Miscellaneous Fees	Magnets	New item	$ 7.00	New

City of Brownsville Master Fee Schedule FY 2027

Summary of Changes

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Update
Miscellaneous Fees	Sticker Packets	New item	$ 8.00	New

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Department Name: Municipal Court				
Code 9	Juvenile Expunction	30.00	30.00	State Law
Code 4	Record Research	25.00	25.00	Standard Charge allowed under State Law
Code 3	Certified Record Check	7.00	7.00	Code 1971, § 28-5; 92-1028-A, 9-29-1992)
AF2	Administrative Fee	20.00	20.00	State Law
ACCD	Accident Fine	40.00	40.00	State Law
ACCFN	Accident Fine	40.00	40.00	State Law
AF	Administrative Fee	20.00	20.00	State Law
AR	Arrest Fee	5.00	5.00	State Law
COCB	County Clerk Bonds	15.00	15.00	State Law
FORF	Bond Forfeiture	Based on Violation	Based on Violation	1971 Sec. 66-10
BAT	Breath Alcohol Testing Program	30.00	30.00	State Law
CS2	Child Safety Fee	25.00	25.00	State Law
CSS	Child Safety Seat	0.15	0.15	State Law
CITY	City Treasury	3.00	3.00	State Law
CJFC	Civil Justice Fee Court	0.01	0.01	State Law
CJFS	Civil Justice Fee State	0.09	0.09	State Law
CVC	CVC	15.00	15.00	State Law
CVC-2	Compens To Victims Crime Fund	35.00	35.00	State Law
CTF	Court Technology Fund	4.00	4.00	99-1161-B, § 32-32, 8-24-1999
JCMF	Juvenile Case Manager	5.00	5.00	2008-1450-A
TCAF	Teen Court Administrative Fee	10.00	10.00	State Law
TCSF	Teen Court surcharge Fee	100.00	100.00	State Law
IDF	Indigent Defense Fee	2.00	2.00	State Law
S0	Truancy Court Fee	50.00	50.00	State Law
CCC04	Consolidated Court Cost	40.00	40.00	State Law
CR	Comprehensive Rehab Fund	5.00	5.00	State Law
MCBS	Municipal Court Building Sec.	3.00	3.00	97-1161-A, § 32-31, 12-16-1997 Sec. 66-13
JCD	Juvenile Crime/Delinquency Act	0.25	0.25	State Law
CCC	Consolidated Court Cost	17.00	17.00	State Law
CS	School Crossing Guard Program	20.00	20.00	State Law
CJP	Crim Justice Planning Fund	5.00	5.00	State Law
CMI	Corrections Management Inst.	0.50	0.50	State Law
DSC	DSC Admin. Fee	9.90	9.90	State Law
OCL	Operators & Chauff. License Fund	75.00	75.00	State Law
STF	State Traffic Fee	30.00	30.00	State Law
TFC	TFC	3.00	3.00	State Law
JCPT	Judicial Pers Training Fund	1.00	1.00	State Law
LMJF	Local Municipal Jury Fund	0.10	0.10	State Law
SJRF	State Jury Fee	4.00	4.00	State Law
SBBF	Surety Bail Bond Fee/For State	15.00	15.00	State Law
TP-L	Time Payment Plan—Local	10.00	10.00	State Law
TP-S	Time Payment Plan—State	12.50	12.50	State Law

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
TP-L-C	Time Payment Plan—Efficiency	2.50	2.50	State Law
TPRF	Time Payment Reimbursement	15.00	15.00	State Law
CCC20	Consolidated Court Cost 2020	62.00	62.00	State Law
DSC20	DSC Administration Fee	10.00	10.00	State Law
LMCTF	Local Court Technology Fund	4.00	4.00	99-1161-B, § 32-32, 8-24-1999
TPF-C	Truancy Prevention Fund—City	1.00	1.00	State Law
TPF-S	Truancy Prevention Fund—State	1.00	1.00	State Law
LTPDF	Local Training Prevention Fund	5.00	5.00	State Law
STF19	State Traffic Fee	50.00	50.00	State Law
LMCBSF	Local Building Security Fund	4.90	4.90	97-1161-A, § 32-31, 12-16-1997 Sec. 66-13
WRNTFE	Warrant Fee	50.00	50.00	State Law
FA	Fugitive Apprehension	5.00	5.00	State Law
FINE	Fine	279.00	279.00	State Law
	False Alarms			
ALRM	Number of False Alarms (6—12)	50.00	50.00	Code 1971, § 5-12 Sec. 42-37
	Number of False Alarms (13—20)	100.00	100.00	Code 1971, § 5-12 Sec. 42-37
	False Alarms 21 and over	250.00	250.00	Code 1971, § 5-12 Sec. 42-37
BOOT	Boot Fee	50.00	50.00	92-1256, § 1(32-264a.4), 6-9-1992
JFCI	Judicial Fee City	0.60	0.60	State Law
JFCT	Judicial Fee State	3.40	3.40	State Law
LEMI	Law Enforcement Mgmt. Institute	0.50	0.50	State Law
LEOA	Law Enforcement OFC Administration	1.00	1.00	State Law
GR	State General Fund	2.50	2.50	State Law
TLFTA2, TLFTA 3	OmniBase Reimbursement Fee	10.00	10.00	State Law
LYDAF	Juvenile Delinquency Prevention and Graffiti Eradication Fine	50.00	50.00	State Law
JIRF	Jury Impaneling Reimburesement Fee	Actual costs incurred for impaneling	al costs incurred for impaneling	State Law
COL2	Third Party Collections	30% of unpaid fines, fees and costs	30% of unpaid fines, fees and costs	State Law
Department Name: Finance Department				
Returned Checks	When a check has been returned to the City's account as Insufficient Funds (NSF), the City will notify the issuer of the check. A cash payment plus a $30.00 NSF check charge is due and payable immediately. If customer does not pay NSF amount, services if any, will be canceled.	30	30	
Credit Card Processing Fees	Credit/Debit card processing fees will be passed on to the end customer when paying with a Credit/Debit card. The percentage range is based on the merchant services provider for each department.	0%-5%	0%-5%	
Department Name: FIRE DEPARTMENT/EMS				
Ambulance Service	BLS Non-Emergency	850	850	2010-1202 Sec. 42-101
Ambulance Service	BLS Emergency	1200	1200	2010-1202 Sec. 42-101
Ambulance Service	ALS Non-Emergency	850	850	2010-1202 Sec. 42-101
Ambulance Service	ALS Emergency	1200	1200	2010-1202 Sec. 42-101

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Ambulance Service	Specialty Care	2000	2000	2010-1202 Sec. 42-102
Ambulance Service	ALS 2 Emergency	1400	1400	2010-1202 Sec. 42-101
	Additional Charges			
Ambulance Service	Per Mile	25	25	2010-1202 Sec. 42-101
Ambulance Service	Waiting Time Per Hour	100	100	2010-1202 Sec. 42-101
Ambulance Service	No Transport No Treatment (Refusal)	75	75	2010-1202 Sec. 42-101
Ambulance Service	No Transport With Treatment	200	200	2010-1202 Sec. 42-101
Ambulance Service	Stand By	150	150	2010-1202 Sec. 42-102
Ambulance Service	Additional Attendant	150	150	2010-1202 Sec. 42-101
Ambulance Service	Courtesy Assistance fee	25	25	2010-1202 Sec. 42-101
Supplementary Charges/Meds				
Ambulance Service	12 Lead ECG	80	80	2010-1202 Sec. 42-101
Ambulance Service	Airtraq Regular	50	50	2010-1202 Sec. 42-101
Ambulance Service	Airtraq Small	50	50	2010-1202 Sec. 42-101
Ambulance Service	Airtraq Pediatric	50	50	2010-1202 Sec. 42-101
Ambulance Service	Airways Oral/Nasal	20	20	2010-1202 Sec. 42-101
Ambulance Service	Albuterol	40	40	2010-1202 Sec. 42-101
Ambulance Service	Amiodarone	25	25	2010-1202 Sec. 42-101
Ambulance Service	Ammonia Inhalant	1.5	1.5	2010-1202 Sec. 42-101
Ambulance Service	Aspirin	2.5	2.5	2010-1202 Sec. 42-101
Ambulance Service	Atropine Sulfate	16	16	2010-1202 Sec. 42-101
Ambulance Service	Atrovent	1.5	1.5	2010-1202 Sec. 42-101
Ambulance Service	Backboard/Immobilizer	24	24	2010-1202 Sec. 42-101
Ambulance Service	Band aids	0.75	0.75	2010-1202 Sec. 42-101
Ambulance Service	Betadine	4	4	2010-1202 Sec. 42-101
Ambulance Service	Bretylium	16	16	2010-1202 Sec. 42-101
Ambulance Service	Burn/Trauma sheets	16	16	2010-1202 Sec. 42-101
Ambulance Service	Butterfly needle	5	5	2010-1202 Sec. 42-101
Ambulance Service	Calcium Chloride 100mg/mL	15	15	2010-1202 Sec. 42-101
Ambulance Service	Cervical Collar	32	32	2010-1202 Sec. 42-101
Ambulance Service	Cold/Hot packs	5	5	2010-1202 Sec. 42-101
Ambulance Service	CO2 Detector	13.5	13.5	2010-1202 Sec. 42-101
Ambulance Service	CPAP	66	66	2010-1202 Sec. 42-101
Ambulance Service	D5 5 ML	5	5	2010-1202 Sec. 42-101
Ambulance Service	D50 W 50 ML	16	16	2010-1202 Sec. 42-101
Ambulance Service	Dextrostix	4	4	2010-1202 Sec. 42-101
Ambulance Service	Diazepam	24	24	2010-1202 Sec. 42-101
Ambulance Service	Diltiazem 5mg/mL	36	36	2010-1202 Sec. 42-101
Ambulance Service	Diphenhydramine HCL 50 MG	16	16	2010-1202 Sec. 42-101
Ambulance Service	Dopamine HCL 400 MG/10 ML	16	16	2010-1202 Sec. 42-101
Ambulance Service	ECG Defib Pads	78	78	2010-1202 Sec. 42-101
Ambulance Service	ECG Electrodes	16	16	2010-1202 Sec. 42-101
Ambulance Service	ECG Tracing	40	40	2010-1202 Sec. 42-101

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Ambulance Service	Endotracheal tube holder	8.5	8.5	2010-1202 Sec. 42-101
Ambulance Service	Endotracheal tube	40	40	2010-1202 Sec. 42-101
Ambulance Service	Epinephrine 1 MG /10 ML	16	16	2010-1202 Sec. 42-101
Ambulance Service	Etomidate 2mg/ML	10	10	2010-1202 Sec. 42-101
Ambulance Service	IO needles	150	150	2010-1202 Sec. 42-101
Ambulance Service	Fentanyl .50 mg/ml 2 ML	12	12	2010-1202 Sec. 42-101
Ambulance Service	Furosemide up to 20 mg	16	16	2010-1202 Sec. 42-101
Ambulance Service	Gastric tubes	18	18	2010-1202 Sec. 42-101
Ambulance Service	Gauze Pad 4 × 4	1.5	1.5	2010-1202 Sec. 42-101
Ambulance Service	Gauze Pad 5 × 9	1.5	1.5	2010-1202 Sec. 42-101
Ambulance Service	Gauze Sponges/Kerlix	4	4	2010-1202 Sec. 42-101
Ambulance Service	Gloves	2.5	2.5	2010-1202 Sec. 42-101
Ambulance Service	Glucose Oral gel	16	16	2010-1202 Sec. 42-101
Ambulance Service	Hydrogen Peroxide	4	4	2010-1202 Sec. 42-101
Ambulance Service	Hubber point needle	6.5	6.5	2010-1202 Sec. 42-101
Ambulance Service	Infusion normal saline 1,000 cc	16	16	2010-1202 Sec. 42-101
Ambulance Service	Infusion normal saline 250 cc	16	16	2010-1202 Sec. 42-101
Ambulance Service	Injection Adenosine 12 mg	120	120	2010-1202 Sec. 42-101
Ambulance Service	Injection Adenosine 6 mg	78	78	2010-1202 Sec. 42-101
Ambulance Service	Injection Epinephrine 1 ml	16	16	2010-1202 Sec. 42-101
Ambulance Service	Intubation Procedures	24	24	2010-1202 Sec. 42-101
Ambulance Service	Invasive needles	5	5	2010-1202 Sec. 42-101
Ambulance Service	Ipecac 5 cc	4	4	2010-1202 Sec. 42-101
Ambulance Service	IV Admin	24	24	2010-1202 Sec. 42-101
Ambulance Service	IV Catheter	5	5	2010-1202 Sec. 42-101
Ambulance Service	IV Heplock	20	20	2010-1202 Sec. 42-101
Ambulance Service	IV prep kit	16	16	2010-1202 Sec. 42-101
Ambulance Service	IV saline lock	20	20	2010-1202 Sec. 42-101
Ambulance Service	IV set	24	24	2010-1202 Sec. 42-101
Ambulance Service	IV drip set	24	24	2010-1202 Sec. 42-101
Ambulance Service	Ketolorac	14	14	2010-1202 Sec. 42-101
Ambulance Service	Labelatol	21	21	2010-1202 Sec. 42-101
Ambulance Service	Lactated Ringers 500mL bag	14.5	14.5	2010-1202 Sec. 42-101
Ambulance Service	Lidocaine bolus HCL 50 cc	16	16	2010-1202 Sec. 42-101
Ambulance Service	Lidocaine drip 2 gm/500 ml	16	16	2010-1202 Sec. 42-101
Ambulance Service	LMA	30	30	2010-1202 Sec. 42-101
Ambulance Service	MAST/PASG	40	40	2010-1202 Sec. 42-101
Ambulance Service	Magnesium sulfate per 500 mg	16	16	2010-1202 Sec. 42-101
Ambulance Service	Meropenem Injection 1gm/vl box 30mL	0	6.5	
Ambulance Service	Morphine sulfate 10 mg	22	22	2010-1202 Sec. 42-101
Ambulance Service	Nalbuphine hydrochloride 10 mg	16	16	2010-1202 Sec. 42-101
Ambulance Service	Naloxone Hydrochloride 1 mg	16	16	2010-1202 Sec. 42-101
Ambulance Service	Nasal Airway 20FR	5	5	2010-1202 Sec. 42-101

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Ambulance Service	Nasal Airway 22FR	5	5	2010-1202 Sec. 42-101
Ambulance Service	Nasal Airway 24FR	5	5	2010-1202 Sec. 42-101
Ambulance Service	Nasal Airway 26FR	5	5	2010-1202 Sec. 42-101
Ambulance Service	Nasal Airway 28FR	5	5	2010-1202 Sec. 42-101
Ambulance Service	Nasal Airway 30FR	5	5	2010-1202 Sec. 42-101
Ambulance Service	Nasal Airway 32FR	5	5	2010-1202 Sec. 42-101
Ambulance Service	Nasal Airway 34FR	5	5	2010-1202 Sec. 42-101
Ambulance Service	Nasal Airway 36FR	5	5	2010-1202 Sec. 42-101
Ambulance Service	Nebulizer	10	10	2010-1202 Sec. 42-101
Ambulance Service	NTG 0.4 tablets	16	16	2010-1202 Sec. 42-101
Ambulance Service	OB kit	16	16	2010-1202 Sec. 42-101
Ambulance Service	Occlusive dressing	2	2	2010-1202 Sec. 42-101
Ambulance Service	Organ/crew	90	90	2010-1202 Sec. 42-101
Ambulance Service	Oxygen mask/cannula adm	40	40	2010-1202 Sec. 42-101
Ambulance Service	Oral airways 40mm	1	1	2010-1202 Sec. 42-101
Ambulance Service	Oral airways 60mm	1	1	2010-1202 Sec. 42-101
Ambulance Service	Oral airways 80mm	1	1	2010-1202 Sec. 42-101
Ambulance Service	Oral airways 100mm	1	1	2010-1202 Sec. 42-101
Ambulance Service	Procainamide HCL 1 gm Bolus	16	16	2010-1202 Sec. 42-101
Ambulance Service	Procainamide HCL 1 gm drip	16	16	2010-1202 Sec. 42-101
Ambulance Service	Rocuronium 10MG/ML	58	58	2010-1202 Sec. 42-101
Ambulance Service	Sodium Bicarbonate per cc	2.7	2.7	2010-1202 Sec. 42-101
Ambulance Service	Specialty stand by	150	150	2010-1202 Sec. 42-101
Ambulance Service	Sterile Saline	8.5	8.5	2010-1202 Sec. 42-101
Ambulance Service	Sterile water irrigation 250 ml	8.5	8.5	2010-1202 Sec. 42-101
Ambulance Service	Sterile water up to 5 cc	6	6	2010-1202 Sec. 42-101
Ambulance Service	Stopcock extension	4.2	4.2	2010-1202 Sec. 42-101
Ambulance Service	Succinylcholine 200 mg	7	7	2010-1202 Sec. 42-101
Ambulance Service	Suction Catheter yankauer	40	40	2010-1202 Sec. 42-101
Ambulance Service	Syringe 20 cc	5	5	2010-1202 Sec. 42-101
Ambulance Service	Syringe 5 cc	5	5	2010-1202 Sec. 42-101
Ambulance Service	Syringe 10 cc	5	5	2010-1202 Sec. 42-101
Ambulance Service	Syringe 1 cc	5	5	2010-1202 Sec. 42-101
Ambulance Service	Syringe 30 cc	5	5	2010-1202 Sec. 42-101
Ambulance Service	Syringe 3 cc	5	5	2010-1202 Sec. 42-101
Ambulance Service	Syringe 60 cc	5	5	2010-1202 Sec. 42-101
Ambulance Service	Tape	4	4	2010-1202 Sec. 42-101
Ambulance Service	TB Mask	5	5	2010-1202 Sec. 42-101
Ambulance Service	Thiamine 100 mg	16	16	2010-1202 Sec. 42-101
Ambulance Service	Traction Splint	32	32	2010-1202 Sec. 42-101
Ambulance Service	Tranexamic Acid 100 mg/mL	8	8	2010-1202 Sec. 42-101
Ambulance Service	Trauma dressing	16	16	2010-1202 Sec. 42-101
Ambulance Service	Triangular bandage	2	2	2010-1202 Sec. 42-101

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Ambulance Service	Versed	8.4	8.4	2010-1202 Sec. 42-101
Ambulance Service	Zofran	4	4	2010-1202 Sec. 42-101
Ambulance Service	IV Admin set 83in Y Type 10 Drop	15	15	2010-1202 Sec. 42-101
Ambulance Service	QinFlow Warrior Compact Disposable	140	140	2010-1202 Sec. 42-101
Ambulance Service	Whole blood per unit 500mL	530	530	2010-1202 Sec. 42-101
Department Name: Mobile Integrated Healthcare				
Mobile Integrated Healthcare	Mobile Integrated Healthcare Specialty care fee	150	150	
Mobile Integrated Healthcare	Mobile Integrated Healthcare Specialty care fee after hours	400	400	
Department Name: Fire Prevention				
Prevention	New sprinkler system or addition permit fee (1—200 heads)	100	100	2006-1288 Sec. 50-73
Prevention	New sprinkler system or addition permit fee per head (201 or more)	0.5	0.5	2006-1288 Sec. 50-73
Prevention	New sprinkler system or addition permit fee max. (over 3,000 heads)	1500	1500	2006-1288 Sec. 50-73
Prevention	Major sprinkler system (underground fire line permit)	100	100	2006-1288 Sec. 50-73
Prevention	Review of sprinkler, site and fire alarm plans per hr. (Min. 2 hrs. for sprinkler plans)	50	50	2006-1288 Sec. 50-73
Prevention	Underground storage tanks per tank	50	50	2006-1288 Sec. 50-73
Prevention	Underground storage tanks over 10,000 gal.	75	75	2006-1288 Sec. 50-73
Prevention	Plan review/inspections after hours per hour	50	50	2006-1288 Sec. 50-73
Prevention	Hospital/nursing home inspections 1st annual insp.	200	200	2006-1288 Sec. 50-73
Prevention	Hospital/nursing home inspections ea. addt'l	50	50	2006-1288 Sec. 50-73
Prevention	Day care	50	50	2006-1288 Sec. 50-73
Prevention	Foster home	30	30	2006-1288 Sec. 50-73
Prevention	Retest fee for sprinklers and alarm per test	40	40	2006-1288 Sec. 50-73
Prevention	Re-schedule fees (cancellations)	50	50	2006-1288 Sec. 50-73
Prevention	Lab/clinics	100	100	2006-1288 Sec. 50-73
Prevention	Temporary food stands per stand/per day	10	10	2006-1288 Sec. 50-73
Prevention	Aboveground storage tanks	75	75	2006-1288 Sec. 50-73
Prevention	Aboveground storage tanks over 10,000 gal.	100	100	2006-1288 Sec. 50-73
Prevention	Burning permits	75	75	2006-1288 Sec. 50-73
Prevention	Bon fire permits	100	100	2006-1288 Sec. 50-73
Prevention	Bon fire permits with truck	200	200	2006-1288 Sec. 50-73
Prevention	Fixed pipe extinguishing inspection	40	40	2006-1288 Sec. 50-73
Prevention	Underground fire line, sprinkler system and fire alarm inspection	100	100	2006-1288 Sec. 50-73
Prevention	Fireworks display permit	200	200	2006-1288 Sec. 50-73
Prevention	Environmental research	50	50	2006-1288 Sec. 50-73
Prevention	Fire reports	10	10	2006-1288 Sec. 50-73
Prevention	Review evacuation route and fire drills	50	50	2006-1288 Sec. 50-73
Prevention	Pressure test fuel oil lines	50	50	2006-1288 Sec. 50-73
Prevention	Certificate of occupancy inspection up to 1,500 sq. ft.	30	30	2006-1288 Sec. 50-73
Prevention	Certificate of occupancy inspection over 1,500 sq. ft.	50	50	2006-1288 Sec. 50-73
Prevention	Apartment inspection fee up to 20 units	100	100	2006-1288 Sec. 50-73
Prevention	Apartment inspection fee over 20 units	200	200	2006-1288 Sec. 50-73

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Prevention	Warehouse and bonded warehouse inspections	200	200	2006-1288 Sec. 50-73
Prevention	Re-inspection fee	50	50	2006-1288 Sec. 50-73
Prevention	Fire safety equipment demonstration for business and commercial occupancies	100	100	2006-1288 Sec. 50-73
Prevention	Fire safety/truck presentation	100	100	2006-1288 Sec. 50-73
Prevention	Fire alarms 2nd call thereafter Commercial	200	200	2006-1288 Sec. 50-73
Prevention	Fire alarms 2nd call thereafter Residential	50	50	2006-1288 Sec. 50-73
Prevention	Vehicle in covered mall permit	15	15	2006-1288 Sec. 50-73
Prevention	Motorcycle in covered mall permit	10	10	2006-1288 Sec. 50-73
Prevention	Fire alarm permit	50	50	2006-1288 Sec. 50-73
Prevention	Fire alarm modification permit /Device (1—9)	5	5	2006-1288 Sec. 50-73
Prevention	Fire alarm modification permit/Device (10—200)	50	50	2006-1288 Sec. 50-73
Prevention	Sprinkler modification permit /Head (1—9)	5	5	2006-1288 Sec. 50-73
Prevention	Sprinkler modification permit Heads (10—2,000)	50	50	2006-1288 Sec. 50-73
Prevention	Liquid propane gas tank permit	50	50	2006-1288 Sec. 50-73
Prevention	Temporary aboveground flammable liquid tank permit	50	50	2006-1288 Sec. 50-73
Prevention	Temporary aboveground flammable liquid tank permit Temp. B 180 days	75	75	2006-1288 Sec. 50-73
Prevention	Temporary aboveground flammable liquid tank permit Temp. C 1 year	100	100	2006-1288 Sec. 50-73
Prevention	Commercial inspections (by request, non-C.O.) under 1,500 sq. ft.	30	30	2006-1288 Sec. 50-73
Prevention	Commercial inspections (by request, non-C.O.) under 1,500 sq. ft.	50	50	2006-1288 Sec. 50-73
Prevention	Detention facilities (up to 3 inspections per year per facility) per yr./per facility	200	200	2006-1288 Sec. 50-73
Prevention	Detention facilities (up to 3 inspections per year per facility) ea. addt'l. insp.	50	50	2006-1288 Sec. 50-73
Prevention	Temporary structures (tents, portable buildings) (Non-food stands—Permit valid for 1 year from date purchased)	30	30	2006-1288 Sec. 50-73
Prevention	Hotel/motel inspections	100	100	2006-1288 Sec. 50-73
Prevention	Circus/carnivals (per food stand for the duration of the stay)	30	30	2006-1288 Sec. 50-73
Prevention	Copies of CD involving fire investigation photos	10	10	2006-1288 Sec. 50-73
Prevention	Copies of fire investigation cases per page	0.1	0.1	2006-1288 Sec. 50-73
Department Name: Fire Marshal's Office				
	Apparatus			
Fire Billing	Class A pumper, per hour, per unit	500	500	2002-1392 Sec. 50-154
Fire Billing	Aerial apparatus, per hour, per unit	650	650	2002-1392 Sec. 50-154
Fire Billing	Tanker apparatus, per hour, per unit	400	400	2002-1392 Sec. 50-154
Fire Billing	Booster truck, per hour, per unit	300	300	2002-1392 Sec. 50-154
Fire Billing	Heavy rescue truck, per hour, per unit	625	625	2002-1392 Sec. 50-154
Fire Billing	Command unit, each	250	250	2002-1392 Sec. 50-154
Fire Billing	Rescue boat, per hour, per unit	200	200	2002-1392 Sec. 50-154
Fire Billing	Fire boat, per hour, per unit	350	350	2002-1392 Sec. 50-154
Fire Billing	Equipment truck, per hour, per unit	300	300	2002-1392 Sec. 50-154
Fire Billing	Midi-pumper, per hour, per unit	350	350	2002-1392 Sec. 50-154
Fire Billing	Squad truck, per hour, per unit	150	150	2002-1392 Sec. 50-154
Fire Billing	Rehab unit, per hour, per unit	125	125	2002-1392 Sec. 50-154
Fire Billing	Staff vehicle, per hour, per unit	100	100	2002-1392 Sec. 50-154

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Fire Billing	Haz-mat truck, each	400	400	2002-1392 Sec. 50-154
	Personnel			
Fire Billing	Firefighter, per hour, per individual	35	35	2002-1392 Sec. 50-154
Fire Billing	Haz-mat tech, each	40	40	2002-1392 Sec. 50-154
Fire Billing	Haz-mat operation, each	35	35	2002-1392 Sec. 50-154
Fire Billing	Haz-mat specialist, each	65	65	2002-1392 Sec. 50-154
Fire Billing	Haz-mat awareness, each	12	12	2002-1392 Sec. 50-154
Fire Billing	Fire inspector, each	100	100	2002-1392 Sec. 50-154
Fire Billing	Fire investigator, each	125	125	2002-1392 Sec. 50-154
Fire Billing	Dive team	200	200	2002-1392 Sec. 50-154
Fire Billing	Haz-mat incident command	75	75	2002-1392 Sec. 50-154
	Equipment Truck, Per Hour			
Fire Billing	Plat head axe, each	22	22	2002-1392 Sec. 50-154
Fire Billing	Pick axe, each	22	22	2002-1392 Sec. 50-154
Fire Billing	Water extinguisher, each	22	22	2002-1392 Sec. 50-154
Fire Billing	Chain saw, per hour	45	45	2002-1392 Sec. 50-154
Fire Billing	Generator, per hour	55	55	2002-1392 Sec. 50-154
Fire Billing	Sheetrock pike pole, each	22	22	2002-1392 Sec. 50-154
Fire Billing	Piercing nozzle, each	40	40	2002-1392 Sec. 50-154
Fire Billing	Bolt cutters, each	22	22	2002-1392 Sec. 50-154
Fire Billing	Pry axe, each	22	22	2002-1392 Sec. 50-154
Fire Billing	Hooligan tool, each	22	22	2002-1392 Sec. 50-154
Fire Billing	PPV fan, per hour	55	55	2002-1392 Sec. 50-154
Fire Billing	C02 extinguisher, each	45	45	2002-1392 Sec. 50-154
Fire Billing	Dry chemical extinguisher, each	45	45	2002-1392 Sec. 50-154
Fire Billing	Foam eductor, each	50	50	2002-1392 Sec. 50-154
Fire Billing	Gas plug kit, each	50	50	2002-1392 Sec. 50-154
Fire Billing	1¾-inch fire hose	137.5	137.5	2002-1392 Sec. 50-154
Fire Billing	Pike pole, each	22	22	2002-1392 Sec. 50-154
Fire Billing	SCBA, each	85	85	2002-1392 Sec. 50-154
Fire Billing	SCBA mask, each	365	365	2002-1392 Sec. 50-154
Fire Billing	Long pike pole, each	22	22	2002-1392 Sec. 50-154
Fire Billing	Salvage cover, each	28	28	2002-1392 Sec. 50-154
Fire Billing	Hall runner, each	18	18	2002-1392 Sec. 50-154
Fire Billing	Portable tank, each	75	75	2002-1392 Sec. 50-154
Fire Billing	Spreaders, each	250	250	2002-1392 Sec. 50-154
Fire Billing	Cutters, each	250	250	2002-1392 Sec. 50-154
Fire Billing	Rams, each	250	250	2002-1392 Sec. 50-154
Fire Billing	Air bag, each	200	200	2002-1392 Sec. 50-154
Fire Billing	K-12 saw, each	55	55	2002-1392 Sec. 50-154
Fire Billing	Ajax tool, each	22	22	2002-1392 Sec. 50-154
Fire Billing	K-tool, each	22	22	2002-1392 Sec. 50-154
Fire Billing	Door unlocking set, each	12.5	12.5	2002-1392 Sec. 50-154

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Fire Billing	Windshield tool, each	12.5	12.5	2002-1392 Sec. 50-154
Fire Billing	Rescue rope, per foot	1.25	1.25	2002-1392 Sec. 50-154
Fire Billing	Utility rope, per foot	0.85	0.85	2002-1392 Sec. 50-154
Fire Billing	Webbing, per foot	0.65	0.65	2002-1392 Sec. 50-154
Fire Billing	Carabiner, each	2.5	2.5	2002-1392 Sec. 50-154
Fire Billing	Figure 8, each	6.5	6.5	2002-1392 Sec. 50-154
Fire Billing	Brake bar rack, each	6.5	6.5	2002-1392 Sec. 50-154
Fire Billing	Pulley, each	6.5	6.5	2002-1392 Sec. 50-154
Fire Billing	Ascender, each	6.5	6.5	2002-1392 Sec. 50-154
Fire Billing	Tripod, each	225	225	2002-1392 Sec. 50-154
Fire Billing	Rescue harness, each	22	22	2002-1392 Sec. 50-154
Fire Billing	Full body harness, each	65	65	2002-1392 Sec. 50-154
Fire Billing	1-inch redline	175	175	2002-1392 Sec. 50-154
Fire Billing	1½-inch attack line	110	110	2002-1392 Sec. 50-154
Fire Billing	2½-inch attack line	155	155	2002-1392 Sec. 50-154
Fire Billing	3-inch supply line	215	215	2002-1392 Sec. 50-154
Fire Billing	4-inch supply line	625	625	2002-1392 Sec. 50-154
Fire Billing	5-inch supply line	750	750	2002-1392 Sec. 50-154
Fire Billing	1-inch fog nozzle	650	650	2002-1392 Sec. 50-154
Fire Billing	1½-inch—1¾-inch fog nozzle	800	800	2002-1392 Sec. 50-154
Fire Billing	2½-inch fog nozzle	1200	1200	2002-1392 Sec. 50-154
Fire Billing	2½-inch playpipe	1100	1100	2002-1392 Sec. 50-154
Fire Billing	M/S fog nozzle	55	55	2002-1392 Sec. 50-154
Fire Billing	M/S straight tip	30	30	2002-1392 Sec. 50-154
Fire Billing	Foam nozzle, each	55	55	2002-1392 Sec. 50-154
Fire Billing	Scene lights, each	22	22	2002-1392 Sec. 50-154
Fire Billing	Pry bar, each	22	22	2002-1392 Sec. 50-154
Fire Billing	Flapper, each	15	15	2002-1392 Sec. 50-154
Fire Billing	Fire rake, each	15	15	2002-1392 Sec. 50-154
Fire Billing	Water vest, each	30	30	2002-1392 Sec. 50-154
Fire Billing	Shovel, each	15	15	2002-1392 Sec. 50-154
Fire Billing	Portable fire pump, per hour	95	95	2002-1392 Sec. 50-154
Fire Billing	Floating pump, per hour	65	65	2002-1392 Sec. 50-154
Fire Billing	Port-a Power	55	55	2002-1392 Sec. 50-154
Fire Billing	8-foot attic ladder, each	187	187	2002-1392 Sec. 50-154
Fire Billing	10-foot attic ladder, each	245	245	2002-1392 Sec. 50-154
Fire Billing	12-foot roof ladder, each	300	300	2002-1392 Sec. 50-154
Fire Billing	14-foot roof ladder, each	325	325	2002-1392 Sec. 50-154
Fire Billing	24-foot extension ladder, each	605	605	2002-1392 Sec. 50-154
Fire Billing	35-foot extension ladder, each	1150	1150	2002-1392 Sec. 50-154
Fire Billing	A-frame ladder, each	355	355	2002-1392 Sec. 50-154
Fire Billing	Fire broom, each	15	15	2002-1392 Sec. 50-154
Fire Billing	Stokes basket, each	65	65	2002-1392 Sec. 50-154

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Fire Billing	Drum dolly, each	30	30	2002-1392 Sec. 50-154
Fire Billing	Containment reservoir, each	25	25	2002-1392 Sec. 50-154
Fire Billing	5-gallon pump sprayer, each	22.5	22.5	2002-1392 Sec. 50-154
Fire Billing	Tool box, each	45	45	2002-1392 Sec. 50-154
Fire Billing	Aim 250	275	275	2002-1392 Sec. 50-154
Fire Billing	Aim 500	300	300	2002-1392 Sec. 50-154
Fire Billing	Heat detector, each	85	85	2002-1392 Sec. 50-154
Fire Billing	Binoculars, each	20	20	2002-1392 Sec. 50-154
Fire Billing	Box lights, each	30	30	2002-1392 Sec. 50-154
Fire Billing	Drager unit, each	165	165	2002-1392 Sec. 50-154
Fire Billing	Drager tubes, per box 10	85	85	2002-1392 Sec. 50-154
Fire Billing	Dive BCD, each	475	475	2002-1392 Sec. 50-154
Fire Billing	Dive mask, each	75	75	2002-1392 Sec. 50-154
Fire Billing	Fins, pair	45	45	2002-1392 Sec. 50-154
Fire Billing	Gloves, pair	25	25	2002-1392 Sec. 50-154
Fire Billing	Dive boots, pair	25	25	2002-1392 Sec. 50-154
Fire Billing	Dive tank, each	385	385	2002-1392 Sec. 50-154
Fire Billing	Dive weight belt, each	35	35	2002-1392 Sec. 50-154
Fire Billing	Dive weight, each	5	5	2002-1392 Sec. 50-154
Fire Billing	Dive regulator, each	265	265	2002-1392 Sec. 50-154
Fire Billing	Dive high pressure hose, each	45	45	2002-1392 Sec. 50-154
Fire Billing	Dive first stages	175	175	2002-1392 Sec. 50-154
Fire Billing	Dive flag, each	20	20	2002-1392 Sec. 50-154
Fire Billing	Dive buoy, each	25	25	2002-1392 Sec. 50-154
Fire Billing	Dive rope, per foot	0.75	0.75	2002-1392 Sec. 50-154
Fire Billing	Dive knife, each	45	45	2002-1392 Sec. 50-154
Fire Billing	Dive flashlight, each	145	145	2002-1392 Sec. 50-154
Fire Billing	Dive gauge, each	200	200	2002-1392 Sec. 50-154
Fire Billing	Bee suit, each	195	195	2002-1392 Sec. 50-154
Fire Billing	Aim 3000	325	325	2002-1392 Sec. 50-154
Fire Billing	Haz-mat pump, each	30	30	2002-1392 Sec. 50-154
Fire Billing	Light tower, each	95	95	2002-1392 Sec. 50-154
Fire Billing	4-inch—8-inch culvert plug, each	38	38	2002-1392 Sec. 50-154
Fire Billing	8-inch—16-inch culvert plug, each	65	65	2002-1392 Sec. 50-154
Fire Billing	12-inch—24-inch culvert plug, each	98	98	2002-1392 Sec. 50-154
Fire Billing	20-inch—39-inch culvert plug, each	220	220	2002-1392 Sec. 50-154
Fire Billing	Culvert plug controller, each	85	85	2002-1392 Sec. 50-154
Fire Billing	Electrical cord reel, each	50	50	2002-1392 Sec. 50-154
Fire Billing	Electrical junction box, each	50	50	2002-1392 Sec. 50-154
Fire Billing	Handheld radio, each	1800	1800	2002-1392 Sec. 50-154
Fire Billing	Pager, each	450	450	2002-1392 Sec. 50-154
Fire Billing	Voice amplifier, each	25	25	2002-1392 Sec. 50-154
Fire Billing	Gas detector, each	375	375	2002-1392 Sec. 50-154

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Fire Billing	Hurst tool hose set, each	450	450	2002-1392 Sec. 50-154
Fire Billing	Air bag Secunet, each	65	65	2002-1392 Sec. 50-154
Fire Billing	McLeod tool, each	25	25	2002-1392 Sec. 50-154
Fire Billing	Pulaski tool, each	25	25	2002-1392 Sec. 50-154
Fire Billing	High water rescue equip	250	250	2002-1392 Sec. 50-154
	Miscellaneous Fees			
Fire Billing	Dispatch fee	80	80	2002-1392 Sec. 50-154
Fire Billing	Minor extrication	175	175	2002-1392 Sec. 50-154
Fire Billing	Major extrication	350	350	2002-1392 Sec. 50-154
Fire Billing	Decon charges			2002-1392 Sec. 50-154
Fire Billing	Disposal charges			2002-1392 Sec. 50-154
Fire Billing	Wrecker service/towing			2002-1392 Sec. 50-154
Fire Billing	Remediation charges			2002-1392 Sec. 50-154
Fire Billing	Administration fee	75	75	2002-1392 Sec. 50-154
Fire Billing	Rehab supplies			2002-1392 Sec. 50-154
Fire Billing	False alarm charge	150	150	2002-1392 Sec. 50-154
Fire Billing	Cool pack, each	10	10	2002-1392 Sec. 50-154
Fire Billing	Heat pack, each	10	10	2002-1392 Sec. 50-154
Fire Billing	Air bottle staging mat, each	25	25	2002-1392 Sec. 50-154
Fire Billing	Cellular phone, per ¼ hour	15	15	2002-1392 Sec. 50-154
Fire Billing	Flux brush, each	2	2	2002-1392 Sec. 50-154
Fire Billing	Wire brush, each	5	5	2002-1392 Sec. 50-154
Fire Billing	Class D fire extinguisher, each	35	35	2002-1392 Sec. 50-154
Fire Billing	Expandable rubber ring, each	3.75	3.75	2002-1392 Sec. 50-154
Fire Billing	Rubber feet, pair	5	5	2002-1392 Sec. 50-154
Fire Billing	Foam rubber pad, each	5	5	2002-1392 Sec. 50-154
Fire Billing	Foam rubber wedge, each	5	5	2002-1392 Sec. 50-154
Fire Billing	Rubber hose, per foot	0.85	0.85	2002-1392 Sec. 50-154
Fire Billing	Hose clamp, each	2	2	2002-1392 Sec. 50-154
Fire Billing	Putty knife, each	2.5	2.5	2002-1392 Sec. 50-154
Fire Billing	Utility knife, each	3.5	3.5	2002-1392 Sec. 50-154
Fire Billing	Emergency services fee	250	250	2002-1392 Sec. 50-154
Fire Billing	Lead wool, each	10	10	2002-1392 Sec. 50-154
Fire Billing	Fiberglass mesh, each	10	10	2002-1392 Sec. 50-154
Fire Billing	Air hose, each	25	25	2002-1392 Sec. 50-154
Fire Billing	Nuts, each	0.5	0.5	2002-1392 Sec. 50-154
Fire Billing	Bolts, each	0.5	0.5	2002-1392 Sec. 50-154
Fire Billing	Medical supplies	45	45	2002-1392 Sec. 50-154
Fire Billing	Litmus paper, roll	18	18	2002-1392 Sec. 50-154
Fire Billing	Chemical classifier strip, each	20	20	2002-1392 Sec. 50-154
Fire Billing	pH paper, each	6	6	2002-1392 Sec. 50-154
Fire Billing	Galvanized plug, each	2.5	2.5	2002-1392 Sec. 50-154
Fire Billing	Rubber plug, each	2	2	2002-1392 Sec. 50-154

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Fire Billing	Steel tapered plug, each	2	2	2002-1392 Sec. 50-154
Fire Billing	Rubber mallet, each	12	12	2002-1392 Sec. 50-154
Fire Billing	Steel threaded plug, each	2	2	2002-1392 Sec. 50-154
Fire Billing	¾-inch sheet rubber, each	15	15	2002-1392 Sec. 50-154
Fire Billing	Sheet steel, each	15	15	2002-1392 Sec. 50-154
Fire Billing	Road flares, each	2	2	2002-1392 Sec. 50-154
Fire Billing	Pipe wrench, each	18	18	2002-1392 Sec. 50-154
Fire Billing	Adjustable wrench, each	15	15	2002-1392 Sec. 50-154
Fire Billing	Waste bag, each	5	5	2002-1392 Sec. 50-154
Fire Billing	Thread seal tape, roll	2	2	2002-1392 Sec. 50-154
Fire Billing	Electrical tape, roll	2	2	2002-1392 Sec. 50-154
Fire Billing	Strap, each	5	5	2002-1392 Sec. 50-154
Fire Billing	Spray bottle, each	5	5	2002-1392 Sec. 50-154
Fire Billing	Penny cutter scissors, pair	5	5	2002-1392 Sec. 50-154
Fire Billing	25-foot water hose, each	20	20	2002-1392 Sec. 50-154
Fire Billing	Station uniform, each	52	52	2002-1392 Sec. 50-154
Fire Billing	Polyurethane mat 4-foot × 4-foot, each	85	85	2002-1392 Sec. 50-154
	Materials			
Fire Billing	Absorbent, per bag	17.5	17.5	2002-1392 Sec. 50-154
Fire Billing	Absorbent pads, per 100	85	85	2002-1392 Sec. 50-154
Fire Billing	Absorbent booms, 10-foot, each	35	35	2002-1392 Sec. 50-154
Fire Billing	15-gallon salvage drum, each	60	60	2002-1392 Sec. 50-154
Fire Billing	30-gallon salvage drum, each	75	75	2002-1392 Sec. 50-154
Fire Billing	55-gallon salvage drum, each	90	90	2002-1392 Sec. 50-154
Fire Billing	30-gallon overpack drum, each	65	65	2002-1392 Sec. 50-154
Fire Billing	55-gallon overpack drum, each	90	90	2002-1392 Sec. 50-154
Fire Billing	Drum liner, each	10	10	2002-1392 Sec. 50-154
Fire Billing	Lite-Dri, per 50-pound bag	20	20	2002-1392 Sec. 50-154
Fire Billing	Top-Sol	35	35	2002-1392 Sec. 50-154
Fire Billing	Barricade tape, roll	22	22	2002-1392 Sec. 50-154
Fire Billing	Decon soap, each	12.5	12.5	2002-1392 Sec. 50-154
Fire Billing	Poly sheeting, roll	55	55	2002-1392 Sec. 50-154
Fire Billing	Plug and patch kit, each	35	35	2002-1392 Sec. 50-154
Fire Billing	Duct tape, roll	10	10	2002-1392 Sec. 50-154
Fire Billing	Sand bag, each	2.5	2.5	2002-1392 Sec. 50-154
Fire Billing	Epoxy, 5-minute, each	10	10	2002-1392 Sec. 50-154
Fire Billing	Epoxy 10 tac, each	10	10	2002-1392 Sec. 50-154
Fire Billing	Petroseal, 40x can	15	15	2002-1392 Sec. 50-154
	Chemicals			
Fire Billing	AFFF foam, per gallon	37.5	37.5	2002-1392 Sec. 50-154
Fire Billing	Protein foam, per gallon	12.5	12.5	2002-1392 Sec. 50-154
Fire Billing	Class A foam, per gallon	22	22	2002-1392 Sec. 50-154
Fire Billing	Light water, per gallon	22	22	2002-1392 Sec. 50-154

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Fire Billing	Super-All 38, per gallon	22	22	2002-1392 Sec. 50-154
Fire Billing	Microblaze, per gallon	35	35	2002-1392 Sec. 50-154
Fire Billing	Microblaze, per 5 gallons	145.5	145.5	2002-1392 Sec. 50-154
Fire Billing	Aquaseal, 40x can	15	15	2002-1392 Sec. 50-154
Fire Billing	Terrazyme	75	75	2002-1392 Sec. 50-154
Fire Billing	Microbes, per packet	17.5	17.5	2002-1392 Sec. 50-154
	Protective Equipment			
Fire Billing	Disposable coverall, each	22	22	2002-1392 Sec. 50-154
Fire Billing	Level B suit, each	165	165	2002-1392 Sec. 50-154
Fire Billing	Level A suit, each	725	725	2002-1392 Sec. 50-154
Fire Billing	Neoprene gloves, pair	17.5	17.5	2002-1392 Sec. 50-154
Fire Billing	Butyl gloves, pair	32	32	2002-1392 Sec. 50-154
Fire Billing	Nitrile gloves, pair	17.5	17.5	2002-1392 Sec. 50-154
Fire Billing	Latex gloves, pair	5.5	5.5	2002-1392 Sec. 50-154
Fire Billing	Overboots, pair	22	22	2002-1392 Sec. 50-154
Fire Billing	Boot covers, pair	12.5	12.5	2002-1392 Sec. 50-154
Fire Billing	Disposable goggles, pair	14	14	2002-1392 Sec. 50-154
Fire Billing	Helmet, each	195	195	2002-1392 Sec. 50-154
Fire Billing	Nomex hood, each	28	28	2002-1392 Sec. 50-154
Fire Billing	Bunker coat, each	465	465	2002-1392 Sec. 50-154
Fire Billing	Bunker pants, each pair	395	395	2002-1392 Sec. 50-154
Fire Billing	FF boots, pair	140	140	2002-1392 Sec. 50-154
Fire Billing	FF gloves, pair	55	55	2002-1392 Sec. 50-154
Fire Billing	Pass alarm, each	250	250	2002-1392 Sec. 50-154
Fire Billing	Chemical boots, pair	85	85	2002-1392 Sec. 50-154
Fire Billing	Ear plugs, box of 200	35	35	2002-1392 Sec. 50-154
Fire Billing	Haz-mat jump suit, each	22	22	2002-1392 Sec. 50-154
Fire Billing	Nomex jump suit, each	175	175	2002-1392 Sec. 50-154
Department : Training Division				
	Fire Courses and Related	**Hours**	**Price per person**	
Training	Basic Firefighting Academy	4 months	4500	2022-1623-A
Training	SCBA Course	4	50	2022-1623-A
Training	Dry Chem. Ops	8	75	2022-1623-A
Training	Specialized SCBA Course	24	200	2022-1623-A
Training	Apparaus Operations	24	200	2022-1623-A
Training	Burn Tower (live burns)	8	135	2022-1623-A
Training	Propane Burns *	8	150	2022-1623-A
Training	Specialized Live Burns *	8	150	2022-1623-A
Training	Specialized Courses with Burns	16	150	2022-1623-A
Training	Fire Officer (I, II, III)	80	250	2022-1623-A
Training	Driver/Pump Operator	40	300	2022-1623-A
Training	Aerial Operator	40	300	2022-1623-A

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Training	HAZMAT Tech	80	1000	2022-1623-A
Training	Wildland FF	40	450	2022-1623-A
Training	Fire Inspector	80	600	2022-1623-A
Training	Confinded Space	40	1000	2022-1623-A
Training	USUAS (drone ops)	40	750	2022-1623-A
Training	Dive ops./rescue	32	400	2022-1623-A
Training	Low Angle Rescue	32	400	2022-1623-A
Training	High Angle Rescue	32	400	2022-1623-A
Training	Incident Command	32	400	2022-1623-A
Training	Forcible Entry	8	100	2022-1623-A
Training	Miscellaneous (custom 8 hr)	8	100	2022-1623-A
Training	Misc. (custom 16 hr)	16	200	2022-1623-A
	Medical Courses and Related			
Training	Stop the Bleed	4	25	2022-1623-A
Training	BLS	8	65	2022-1623-A
Training	ACLS	16	200	2022-1623-A
Training	PALS	16	200	2022-1623-A
Training	AMLS	16	225	2022-1623-A
Training	PHTLS	16	225	2022-1623-A
Training	TCCC	16	225	2022-1623-A
Training	TECC	16	225	2022-1623-A
Training	EVOS	16	225	2022-1623-A
Training	Emergency Medical Tech. (EMT)	327	1400	2022-1623-A
pricing does not include books needed for class				
Department Name: City Secretary Department				
	Fees For Administrative Services			
Notary Services	For Birth Amendments/Campaign Finance Reports from Commission (if needed)	7	10	2016-1220 Sec. 2-432
Notary Services	Additional notary signature	1	1	2016-1220 Sec. 2-432
Certified Birth Record	Customer purchases a certified copy of birth record (State Fee)	23	23	2016-1220 Sec. 2-432
Certified Death Record	Customer purchases a certified copy of death record	20	20	2016-1220 Sec. 2-432
Additional Death Record	Customer has the option of purchasing additional copies of death record at the time of sale *ONLY*	3	3	2016-1220 Sec. 2-432
Preservation Fee	Preservation fee is charged to every birth/death record request	1	1	HSC § 191.0045(d), (e), (f), (g), (h)
Plastic pouch	Customer has the option of purchasing an additional plastic pouch	2	3	2020-1673
Search Fee	Search for a birth record	23	0	2020-1673
Search Fee	Search for a death record	21	0	2020-1673
Fax	Long distance (per page)	1	0	2016-1220 Sec. 2-432
Burial Transit Permit	Weekdays	10	25	2016-1220 Sec. 2-432
Burial Transit Permit	Weekends and holidays	25	50	2016-1220 Sec. 2-432
Vitals Verification	Certified attest that we search a bith or death record	0	20	new charge
Abstract Fee	the Stated charge us to do an abstract when the person was not born inside the city limets of brownsville	0	5	new charge

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
	Public Information Fees (City Attorney Office)			
Copy Chargers	Standard paper copy	0.1	0.1	2016-1220 Sec. 2-432
Copy Chargers	Oversized paper 11" × 17" cost per page	0.5	0.5	2016-1220 Sec. 2-432
Copy Chargers	Non-standard-sized copies (DVD)	3	3	2016-1220 Sec. 2-432
Copy Chargers	Blueline/blueprint paper cost per sheet	5	5	2016-1220 Sec. 2-432
Personnel charges	Search fee cost per hour	15	15	2016-1220 Sec. 2-432
Personnel charges	Programming personnel cost per hour	28.5	28.5	2016-1220 Sec. 2-432
Personnel charges	Miscellaneous supplies	actual cost	actual cost	2016-1220 Sec. 2-432
Personnel charges	Postage/shipping charges	actual cost	actual cost	2016-1220 Sec. 2-432
Personnel charges	Photographs	actual cost	actual cost	2016-1220 Sec. 2-432
Other charges	Outsourced or contracted service	actual cost	actual cost	2016-1220 Sec. 2-432
Other charges	Overhead charge (% of charges incurred)	0.2	0.2	2016-1220 Sec. 2-432
	City Cemetery			
City Cemetery	**Adminisntrative Fee**	0	125	
City Cemetery	Search fee	15	0	2016-1220 Sec. 2-432
City Cemetery	Affidavit fee	50	0	2017-1627 Sec. 26-2
City Cemetery	Interment fee—full body burials	350	750	2017-1627 Sec. 26-2
City Cemetery	Additional fee required for any interment that occurs on either Saturday or Sunday or the interment concludes after 5:00 pm	175	325	2017-1627 Sec. 26-2
City Cemetery	Interment fee for cremains burials	75	325	2017-1627 Sec. 26-2
City Cemetery	Additional fee required for any interment that occurs on either Saturday or Sunday or the interment concludes after 5:00 pm	50	175	2017-1627 Sec. 26-2
City Cementery Perservation Fee		0	50	
	Beer/Wine Permits			
Adminisntrative Fees	**New bussines and renewal**	0	125	
Admininstrative Fees	**Changes on the priginal applications**	0	50	
Beer & Wine	Brewer's License (BW)	1500	1500	2021-1696
Beer & Wine	Distiller's and Rectifier's Permit (D)	1500	1500	2021-1696
Beer & Wine	Winery Permit (G)	75	75	2021-1696
Beer & Wine	Out-of State Winery Direct Shipper's Permit (DS)	N/A (Out-of-State)	N/A (Out-of-State)	2021-1696
Beer & Wine	Nonresident Brewer's License (BN)	N/A (Out-of-State)	N/A (Out-of-State)	2021-1696
Beer & Wine	Nonresident Seller's Permit (S)	150	150	2021-1696
Beer & Wine	General Distributor's License (BB)	300	300	2021-1696
Beer & Wine	Wholesalers Permit (W)	1875	1875	2021-1696
Beer & Wine	General Class B Wholesaler's Permit (X)	300	300	2021-1696
Beer & Wine	Mixed Beverage Permit and Mixed Beverage w/ Food & Beverage Certificate (FB) required (MB) - *ORIGINAL*	EXEMPT	EXEMPT	2021-1696
Beer & Wine	Mixed Beverage Permit and Mixed Beverage w/ Food & Beverage Certificate (FB) required (MB) - *1ST RENEWAL*	1125	1125	2021-1696
Beer & Wine	Mixed Beverage Permit and Mixed Beverage w/ Food & Beverage Certificate (FB) required (MB) - *2ND RENEWAL*	1500	1500	2021-1696

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Beer & Wine	Mixed Beverage Permit and Mixed Beverage w/ Food & Beverage Certificate (FB) required (MB) - *3RD RENEWAL*	750	750	2021-1696
Beer & Wine	Wine and Malt Beverage (BG) (previously known as a Wine and Beer Retailer's Permit) *Every county EXCEPT Bexar, Dallas, Harris and Tarrant counties*	175	175	2021-1696
Beer & Wine	Wine and Malt Beverage Retailer's Off-Premise Permit (BQ) (previously known as Wine and Beer Retailer's Off-Premise Permit)	60	60	2021-1696
Beer & Wine	(Malt Beverage) Retail Dealer's On-Premise License (BE) *Every county EXCEPT Bexar, Dallas, Harris, and Tarrant counties*	150	150	2021-1696
Beer & Wine	(Malt Beverage) Retail Dealer's Off-Premise License (BF)	60	60	2021-1696
Beer & Wine	Private Club Registration Permit (N)	EXEMPT	EXEMPT	2021-1696
Beer & Wine	Private Club Malt Beverage and Wine Permit (NB)	EXEMPT	EXEMPT	2021-1696
Beer & Wine	Private Club Exemption Certificate (NE)	EXEMPT	EXEMPT	2021-1696
Beer & Wine	Package Store Permit (P)	500	500	2021-1696
Beer & Wine	Wine-Only Package Store Permit (Q)	75	75	2021-1696
Beer & Wine	Passenger Transportation Permit (TR)	EXEMPT	EXEMPT	2021-1696
Beer & Wine	Consumer Delivery Permit (CD)	No fee established in Code on 8/31/2021	No fee established in Code on 8/31/2021	2021-1696
Beer & Wine	Bonded Warehouse Permit (J/JD)	150	150	2021-1696
Beer & Wine	Manufacturer's Agent's Warehousing Permit (AW)	750	750	2021-1696
Beer & Wine	Carrier's Permit (C)	EXEMPT	EXEMPT	2021-1696
Beer & Wine	Promotional Permit (PR)	300	300	2021-1696
Beer & Wine	Third-Party Local Cartage Permit (ET)	EXEMPT	EXEMPT	2021-1696
Beer & Wine	Branch Distributor's License (BC)	75	75	2021-1696
Beer & Wine	Forwarding Center Authority (FC)	Not a license or permit so local fee is not authorized	Not a license or permit so local fee is not authorized	2021-1696
Beer & Wine	Brewer's Self-Distribution License (SD) *(consolidation of manufacturer's Self-Distribution License and Brewer's Self-Distribution Permit)*	600	600	2021-1696
Beer & Wine	Brewpub License (BP)	500	500	2021-1696
Beer & Wine	Food and Beverage Certificate (FB)	Not a license or permit so local fee is not authorized	Not a license or permit so local fee is not authorized	2021-1696
Beer & Wine	Late Hours Certificate (LH) *(consolidation of a Mixed Beverage Late Hours Permit, Private Club Late Hours Permit, and a Retail Dealer's On-Premise Late Hours License)*	Not a license or permit so local fee is not authorized	Not a license or permit so local fee is not authorized	2021-1696
Beer & Wine	Local Distributor's Permit (LP)	100	100	2021-1696
Beer & Wine	Water Park Permit (WP)	30	30	2021-1696
Department Name: Police				
Records	CD	1	1	Texas Admin. Code Ch. 70
Records	DVD	3	3	Texas Admin. Code Ch. 70
Records	Copy over 50 pages	0.1	0.1	Texas Admin. Code Ch. 70
Records	Subpoena	10	10	Texas Admin. Code Ch. 70
Records	Accident Report	6	6	V.T.C.A., Transportation Code Sec. 550.065

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Records	Body Cam	10	10	Texas Admin. Code Ch. 70
Records	Footage of body cam $1.00/min	1	1	Texas Admin. Code Ch. 70
Records	Certified report	2	2	Texas Admin. Code Ch. 70
Records	Color Mugshot	2	2	Texas Admin. Code Ch. 70
Records	Alarm permit (New or Renewal)	10	10	1971 Sec. 42-67
Records	Alarm permit after July XX	5	5	1971 Sec. 42-67
Records	Alarm permit for Hospitals/Banks	250	250	1971 Sec. 42-67
Records	Letter Fee (Wrecker fee)	10	10	Texas Admin. Code Ch. 70
Records	Background Record Check	7	7	Texas Admin. Code Ch. 70
Records	Certified Letter	5	5	Texas Admin. Code Ch. 70
Records	Solicitation fees	5	5	Texas Admin. Code Ch. 70
Records	Labor (locating, compiling reproducing information)	$15.00/hr	$15.00/hr	Texas Admin. Code Ch. 70
Records	Programming	$28.50/hr	$28.50/hr	Texas Admin. Code Ch. 70
Wrecker Permit Fee	The permit issued pursuant to this article will run from January 1 to December 31, and the annual fee for each permit holder shall be $325.00	325	325	City Ord. Sec. 110-64
Wrecker Fees	One time only collision haul fee for any vehicle up to but not including a 2½-ton bobtail truck	325	325	City Ord. Sec. 110-128 (a.1)
Wrecker Fees	Each hour, not to include the first hour, spent by each wrecker at the scenewhere thevehicle is picked up, same time spent due to the nature of the particular type of haul.	35	35	City Ord. Sec. 110-128 (a.2)
Wrecker Fees	Use of dollies	35	35	City Ord. Sec. 110-128 (a. 3)
Wrecker Fees	Use of additional wrecker due to particular type of haul	35	35	City Ord. Sec. 110-128 (a. 4)
Wrecker Fees	Removal of waste or debris generated by the collision, not including the first hour	25	25	City Ord. Sec. 110-128 (a.5)
Wrecker Fees	Storage of towed vehicles, per day (no charge if vehicle is stored for less than 24hours)	20	20	City Ord. Sec. 110-128 (a.6)
Wrecker Fees	Preservation of a stored motor vehicle (one time only)	10	10	City Ord. Sec. 110-128 (a.7)
Wrecker Fees	Impoundment fee .....$ 20.00	20	20	City Ord. Sec. 110-128 (a.8)
Wrecker Fees	Collision haul, 2½-ton trucks	425	425	City Ord. Sec. 110-128 (b.1)
Wrecker Fees	Each hour, not to include the first hour, spent by each wrecker at the scene where the vehicle is picked up, same time spent due to the nature of the particular type of haul for 2½-ton trucks	115	115	City Ord. Sec. 110-128 (b.2)
Wrecker Fees	Use of additional wrecker due to particular type of haul, 2½-ton trucks	115	115	City Ord. Sec. 110-128 (b.3)
Wrecker Fees	Removal of waste or debris generated by the collision, not including the first hour	25	25	City Ord. Sec. 110-128 (b.4)
Wrecker Fees	Preservation of a stored motor vehicle	10	10	City Ord. Sec. 110-128 (b. 5)
Wrecker Fees	Collision haul 18-wheel tractor-trailer and use of additional wrecker due to particulartype of haul, 18-wheel tractor-trailer	750	750	City Ord. Sec. 110-128 (c. 1)
Wrecker Fees	Removal of waste or debris generated by the collision, not including the first hour (per hour)	50	50	City Ord. Sec. 110-128 (c. 2)
Wrecker Fees	Storage of towed 18-wheel tractor-trailer, per day (if longer than 25 feet)	35	35	City Ord. Sec. 110-128 (c. 3)
Wrecker Fees	Preservation of a stored motor vehicle	10	10	City Ord. Sec. 110-128 (c. 4)
Wrecker Fees	Impoundment fee	20	20	City Ord. Sec. 110-128 (c. 5)
Wrecker Fees	Rollover vehicle (any type)	250	250	City Ord. Sec. 110-128 (3. a)
Wrecker Fees	Winch	150	150	City Ord. Sec. 110-128 (3. b)
Wrecker Fees	Vehicle in ditch	250	250	City Ord. Sec. 110-128 (3. c)
Wrecker Fees	Waiting time (J.P.), per hour	50	50	City Ord. Sec. 110-128 (3. d)

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Wrecker Fees	Labor (miscellaneous), (take pictures, if possible)	$150.00 up to $250.00	$150.00 up to $250.00	City Ord. Sec. 110-128 (3. e)
Wrecker Fees	City administration fee	25	25	City Ord. Sec. 110-131

Department Name: Landfill				
IMSW 1	1 lbs.—300 lbs.	FY26 $9.73 FY27 $10.12 FY28 $10.52 FY29 $10.94	FY27 $10.12 FY28 $10.52 FY29 $10.94	2005-856 Sec. 82-37
IMSW 2	301—1,000	FY26 $16.22 FY27 $16.87 FY28 $17.54 FY29 $18.24	FY27 $16.87 FY28 $17.54 FY29 $18.24	2005-856 Sec. 82-37
IMSW 3	101—1,999	FY26 $22.71 FY27 $23.62 FY28 $24.56 FY29 $25.54	FY27 $23.62 FY28 $24.56 FY29 $25.54	2005-856 Sec. 82-37
IMSW 4	2,000 lbs.	FY26 $32.45 FY27 $33.75 FY28 $35.10 FY29 $36.50	FY27 $33.75 FY28 $35.10 FY29 $36.50	2005-856 Sec. 82-37
OMSW1	1 lbs.—300 lbs.	FY26 $17.31 FY27 $18.00 FY28 $18.72 FY29 $19.47	FY27 $18.00 FY28 $18.72 FY29 $19.47	2005-856 Sec. 82-37
OMSW2	301—1,000	FY26 $27.04 FY27 $28.12 FY28 $29.24 FY29 $30.41	FY27 $28.12 FY28 $29.24 FY29 $30.41	2005-856 Sec. 82-37
OMSW3	101—1,999	FY26 $35.69 FY27 $37.12 FY28 $38.60 FY29 $40.14	FY27 $37.12 FY28 $38.60 FY29 $40.14	2005-856 Sec. 82-37
OMSW4	2,000 lbs.	FY26 $45.43 FY27 $47.25 FY28 $49.35 FY29 $51.32	FY27 $47.25 FY28 $49.35 FY29 $51.32	2005-856 Sec. 82-37
Special Waste	0 lbs. to 2,000 lbs.	FY26 $38.94 FY27 $40.50 FY28 $42.12 FY29 $43.80	FY27 $40.50 FY28 $42.12 FY29 $43.80	2005-856 Sec. 82-37

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Tires <16-inch	<16-inch	FY26 $1.08 FY27 $1.12 FY28 $1.16 FY29 $1.21	FY27 $1.12 FY28 $1.16 FY29 $1.21	2005-856 Sec. 82-37
Truck Tire	Truck Tire	FY26 $5.41 FY27 $5.63 FY28 $5.86 FY29 $6.09	FY27 $5.63 FY28 $5.86 FY29 $6.09	2005-856 Sec. 82-37
Tractor Tire	Tractor tire	FY26 $10.82 FY27 $11.25 FY28 $11.70 FY29 $12.17	FY27 $11.25 FY28 $11.70 FY29 $12.17	2005-856 Sec. 82-37
Heavy Equipment Tire	Heavy Equipment Tire	FY26 $24.88 FY27 $25.88 FY28 $26.92 FY29 $28.00	FY27 $25.88 FY28 $26.92 FY29 $28.00	2005-856 Sec. 82-37
1 Ton Tires	2,000 lbs.	FY26 $216.32 FY27 $224.97 FY28 $233.97 FY29 $243.33	FY27 $224.97 FY28 $233.97 FY29 $243.33	2005-856 Sec. 82-37
Compost	Compost for sale 2,000 lbs.	FY26 $48.67 FY27 $50.62 FY28 $52.64 FY29 $54.75	FY27 $50.62 FY28 $52.64 FY29 $54.75	2005-856 Sec. 82-37
Mulch	Mulch for sale 2,000 lbs.	FY26 $27.04 FY27 $28.12 FY28 $29.24 FY29 $30.41	FY27 $28.12 FY28 $29.24 FY29 $30.41	2005-856 Sec. 82-37
Pallets, firewood, etc.	Wood for sale 2,000 lbs.	FY26 $16.22 FY27 $16.87 FY28 $17.54 FY29 $18.24	FY27 $16.87 FY28 $17.54 FY29 $18.24	2005-856 Sec. 82-37
Unloading Fee (flat Beds)	Unloading service	FY26 $54.08 FY27 $56.24 FY28 $58.49 FY29 $60.83	FY27 $56.24 FY28 $58.49 FY29 $60.83	2005-856 Sec. 82-37
Uncover Loads fee	Unsecure load	FY26 $10.82 FY27 $11.25 FY28 $11.70 FY29 $12.17	FY27 $11.25 FY28 $11.70 FY29 $12.17	2005-856 Sec. 82-37

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Inside City Clean Brush	Clean Brush from Inside City Limits	FY26 $16.22 FY27 $16.87 FY28 $17.54 FY29 $18.24	FY27 $16.87 FY28 $17.54 FY29 $18.24	2005-856 Sec. 82-37
Outside City Clean Brush	Clean Brush from outside City Limits	FY26 $17.31 FY27 $18 FY28 $18.72 FY29 $19.47	FY27 $18 FY28 $18.72 FY29 $19.47	2005-856 Sec. 82-37
Landfill Ticket Records Request	Labor (locating, compiling reproducing information)	$15.00/hr	$15.00/hr	Texas Admin. Code Ch. 70
Residential	Residential Service once/week & brush once/month	20.3	$20.30	
Residential	Residential Service Extra Cart	6.81	$6.81	
Residential	Residential Back Door or Walk-In Service once/week & brush once/month	28.07	$28.07	
Residential	Unusual Accumulation of Landscape Brush per Haul	446.73	$446.73	
Commercial	Dumpster- Pricing 2 Yard (Price per week)	1xW$40.86 2xW $81.73 3xW $122.59 4xW $163.45 5xW$204.32 6xW $245.18	1xW$40.86 2xW $81.73 3xW $122.59 4xW $163.45 5xW$204.32 6xW $245.18	
Commercial	Dumpster- Pricing 3 Yard (Price per week)	1xW $61.99 2xW $123.99 3xW $185.98 4xW $247.97 5xW $309.97 6xW $371.96	1xW $61.99 2xW $123.99 3xW $185.98 4xW $247.97 5xW $309.97 6xW $371.96	
Commercial	Dumpster- Pricing 4 Yard (Price per week)	1xW $81.70 2xW $163.39 3xW $245.09 4xW $326.79 5xW $408.49 6xW $490.18	1xW $81.70 2xW $163.39 3xW $245.09 4xW $326.79 5xW $408.49 6xW $490.18	
Commercial	Dumpster- Pricing 6 Yard (Price per week)	1xW $114.46 2xW $228.92 3xW $343.38 4xW $457.84 5xW $572.30 6xW $686.76	1xW $114.46 2xW $228.92 3xW $343.38 4xW $457.84 5xW $572.30 6xW $686.76	
Commercial	Dumpster- Pricing 8 Yard (Price per week)	1xW $137.96 2xW $275.91 3xW $413.87 4xW $551.83 5xW $689.78 6xW $827.74	1xW $137.96 2xW $275.91 3xW $413.87 4xW $551.83 5xW $689.78 6xW $827.74	

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Recycling Fees	Mandatory every-other-week (EOW) service	$5.49 per household per month	$5.49 per household per month	
Recycling Fees	Additional cart for EOW Service	$5.49 per month	$5.49 per month	
Recycling Fees	Replacement cart Fee	$100 per occurrence	$100 per occurrence	
Garbage One-Time or Add-On Services	Apartment Unit (per month)	$ 13.49	$13.49	
Garbage One-Time or Add-On Services	Hand Load Commercial (2x per week)	$ 21.11	$21.11	
Garbage One-Time or Add-On Services	Extra 2-Yard Service	$ 34.54	$34.54	
Garbage One-Time or Add-On Services	Extra 3-Yard Service	$ 38.91	$38.91	
Garbage One-Time or Add-On Services	Extra 4-Yard Service	$ 47.58	$47.58	
Garbage One-Time or Add-On Services	Extra 6-Yard Service	$ 64.92	$64.92	
Garbage One-Time or Add-On Services	Extra 8-Yard Service	$ 73.66	$73.66	
Garbage One-Time or Add-On Services	Roll-Off Container Monthly Rental	$ 220.20	$220.20	
Garbage One-Time or Add-On Services	Roll-Off Pull Charge	$ 301.27	$301.27	
Garbage One-Time or Add-On Services	Compactor Pull Charge	$ 301.27	$301.27	
Garbage One-Time or Add-On Services	Landfill Disposal (per ton)	$34.84, as may be update by the City's Master Fee Schedule and CPI if applicable	$34.84, as may be update by the City's Master Fee Schedule and CPI if applicable	
Garbage One-Time or Add-On Services	Extra Yardage fee for commercial containers	$ 41.60	$41.60	
Department Name: Brownsville Public Library System/Public Information Services Dept.				
Lost Material Fee	When a patron loses an item we charge the cost of the item	$0.00—$1,000.00	$0.00—$1,000.00	94-1272 Sec. 62-71
Damaged Material Fee	When a patron returns an item damaged beyond repair we charge the cost of the item	$0.00—$1,000.00	$0.00—$1,000.00	94-1272 Sec. 62-71
Processing Fee	This added on top of the cost of the item lost or damaged to cover the fee to process the item	2	2	94-1272 Sec. 62-71
Lost Card Fee	When a patron loses their library card and require a new one	1	1	94-1272 Sec. 62-71
Meeting Room Fee Non-Profit	The rental fee for a 2-hour period for a non-profit organization (501(c)(3) required)	$15.00 - $30.00	$15.00 - $30.00	94-1272 Sec. 62-71

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Meeting Room Fee Non-Profit All Day	The rental fee for a 8-hour period for a non-profit organization (501(c)(3) required)	$30.00 - $75.00	$30.00 - $75.00	94-1272 Sec. 62-71
Meeting Room Fee	The rental fee for a 2-hour period for a group that do not identify as non-profit	$30.00 - $60.00	$30.00 - $60.00	94-1272 Sec. 62-71
Meeting Room Fee All Day	The rental fee for a 8-hour period for a group that do not identify as non-profit	$60.00 - $200.00	$60.00 - $200.00	94-1272 Sec. 62-71
Meeting Room Dirty Facilities Fee Non-Profit	If the meeting room is left in disarray there is ⅛th charge of the original fee (for nonprofit)	$3.00 - $15.00	$3.00 - $15.00	94-1272 Sec. 62-71
Meeting Room Dirty Facilities Fee	If the meeting room is left in disarray there is ⅛th charge of the original fee	$6.00 - $40.00	$6.00 - $40.00	94-1272 Sec. 62-71
Meeting Room Time Over Fee Non-Profit	If the meeting runs later than initial booking there is ⅛th charge of the original fee for every 30 minutes the meeting runs late (for non-profit)	$3.00 - $15.00	$3.00 - $15.00	94-1272 Sec. 62-71
Meeting Room Time Over Fee	If the meeting runs later than initial booking there is ⅛th charge of the original fee for every 30 minutes the meeting runs late	$6.00 - $40.00	$6.00 - $40.00	94-1272 Sec. 62-71
Copy/Print Black & White Single Sided	Copies or Prints in Black and White single sided charged per page	0.1	0.1	94-1272 Sec. 62-71
Copy/Print Black & White Double Sided	Copies or Prints in Black and White double sided charged per page	0.2	0.2	94-1272 Sec. 62-71
Copy/Print Color Single Sided	Copies or Prints in Color single sided charged per page	0.25	0.25	94-1272 Sec. 62-71
Copy/Print Color Double Sided	Copies or Prints in Color double sided charged per page	0.5	0.5	94-1272 Sec. 62-71
Heat Transfer Paper	Materials for MakerSpace projects	2	2	94-1272 Sec. 62-71
Poster Printing	Materials for MakerSpace projects	$1.00 - $3.00	$1.00 - $3.00	94-1272 Sec. 62-71
Black Heat Transfer Vinyl	Materials for MakerSpace projects	2	0	94-1272 Sec. 62-71
White Heat Transfer Vinyl	Materials for MakerSpace projects	2	0	94-1272 Sec. 62-71
Direct-to-Film Transfer	Materials for MakerSpace projects	0	2	94-1272 Sec. 62-71
Sublimation	Materials for MakerSpace projects	0	2	94-1272 Sec. 62-71
Filament - per gram	Materials for MakerSpace projects	0.15	0.15	94-1272 Sec. 62-71
Department Name: Parks and Recreation Department (PARD)				
Damage Deposit	Range for various venues as determined by contract	75	75	2009-898 Sec. 74-17
Holding Fee	Holding Fee goes towards rental cost, if event is cancelled fee retained.	75	75	2009-898 Sec. 74-17
Exclusive Park Rental	Not open to the public, for profit and or exclusive use of the rentor.	2500	2500	2009-898 Sec. 74-17
Section of Park Rental	Keep park areas of park open to the public, for profit or exclusive use of rentor. Only use specified area.	$150 minimum, or $.05 cents per square foot which ever is greater.	0	2009-898 Sec. 74-17
Disc Golf Rental	2 Hour Rental Rate	150	100	2009-898 Sec. 74-17
Disc Golf Tournament Rental	Daily Tournament Rental Rate	700	300	2009-898 Sec. 74-17
Disc Golf Disc Rental	Single disc rentals	$2 per disc, $10 Refundable Deposit	0	2009-898 Sec. 74-17
Disc Golf Sell	Disc sets for sale	20% mark up	20% mark up	2009-898 Sec. 74-17
Recreation Center Room Rental	Meeting Space for Profit Use	$30 per hour	$30 per hour	2009-898 Sec. 74-17
Post Event Cleaning Rate	Assessed if post event is in poor, damaged, or has trash condition	$300 / hour	$300 / hour	2009-898 Sec. 74-17
Amphitheatre Rental	Per hour	150	150	2009-898 Sec. 74-17
Beer/Wine Garden	Requires approval of City Manager and PARD Director	$150 per hour	$150 per hour	2009-898 Sec. 74-17
Chairs	Per chair, per event/day	0	0	2009-898 Sec. 74-17
Tables	Per table, per event/day	0	0	2009-898 Sec. 74-17
Bike/Ride Events	Flat rate or Per participant, whichever is greater	$300 or $1 per participant	0	2009-898 Sec. 74-17
Bike/Ride/Running/Skate Park Events	Bike/Ride/Running events hosted on PARD Property		$150.00	
Special Use Park Reservation	not park rental, not pavilion, no shelter, no restrooms, per hour	30	30	2009-898 Sec. 74-17

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Commercial Kitchent Rental	Rental agreement required, per hour rate.	30	30	2009-898 Sec. 74-17
Special Event / Parks Wedding Permit	To get married in the park, permit/special use activity/special event form required	50	50	2009-898 Sec. 74-17
Non-motorized Watercraft Rentals	Per hour, per craft	15	15	2009-898 Sec. 74-17
Drop-In Fitness	Per Person, Per Day/Use	0	3	2009-898 Sec. 74-17
Private Business conducted in a park or PARD Facility	% of fee determined in contract, based on usage	0	0	2009-898 Sec. 74-17
Trail Event	1 day event, for profit	$150 non-profit, $500 for profit	$150 non-profit, $500 for profit	2009-898 Sec. 74-17
Professional Photography	Per hour for professional business (selling pictures) per hour	25	25	2009-898 Sec. 74-17
Filming in Parks / Trails	Per hour for professional business (video production)	$150 - $2,500	$150 - $2,500	2009-898 Sec. 74-17
Outdoor Parks Wedding/SE Packages	Weddings/SE in Parks, Contract Agreement Required	$3,000 - $10,000.00	$3,000 - $10,000.00	2009-898 Sec. 74-17
Portable Restrooms Rentals	Rental of Portable Restrooms-includes two (2) portable restrooms and one (1) handwashing station – per day fee plus $50.00 damaged deposit fee (refundable)		$150.00	
Dignity Trailer	4 hour rental $100.00 damaged deposit fee (refundable)		$60.00	
Dignity Trailer Rental Additional Hour	Fee per additional hour		$30.00	
Transportation Fee (General)	Fee per mile Dignity Trailer travels		$0.70	
Dignity Trailer - Cleaning & Restocking	Fee for cleaning and restocking Dignity Trailer		$100.00	
Stage Rentals	Rental of stage—per day fee plus $100.00 damaged deposit (refundable)	600	500	2009-898 Sec. 74-17
Bleacher Rentals	Rental of Bleachers—per unit—per day fee plus $100.00 damaged deposit (refundable)	300	300	2009-898 Sec. 74-17
Barricade Rentals	Rental of Barricades per unit—per day plus $50.00 damaged deposit (refundable)	10	15	2009-898 Sec. 74-17
Large Outdoor Pavilion	Rental Reservation of Outdoor Pavilion at Parks (5 hrs.)	250	250	2009-898 Sec. 74-17
Dean Porter Park Resaca deck	Rental reservation of Deck (5 hrs.)	0	$500.00	
Small Outdoor Pavilion	Rental Reservation of Outdoor Pavilion at Parks (5 hrs.)	150	150	2022-1673-A
BBQ Oven	4-Hour Rental	150	200	2009-898 Sec. 74-17
BBQ Oven - Additional Hour	BBQ Oven Extra Hour per Hour	25	25	2009-898 Sec. 74-17
Bench Advertising	Bench Advertisements Quarterly	350	100	2009-898 Sec. 74-17
Department Name: (PARD) Youth Program & Community Events				
Vendor Fee	Fee per vendor	$10 - $200	45	2009-898 Sec. 74-17
Summer Recreation Program	Fee per participant, per week	40	40	2009-898 Sec. 74-17
Summer Recreation Program Extended day	Fee per participant, per week	10	10	2009-898 Sec. 74-17
Leaders in Training	Fee per participant, per week	35	35	2009-898 Sec. 74-17
Rental	Popcorn Machine	100	0	2009-898 Sec. 74-17
Rental	Sound System	100	100	2009-898 Sec. 74-17
Rental	RCP Foyer Furniture Per Piece	100	0	2009-898 Sec. 74-17
Parking Lot (I.e., car shows, etc.)	Rental Fee		250	
General Program Fee	Fee per person for general programs offered	5	0	
Department Name: (PARD) Aquatics				
ARC Lifeguard Certification	ARC Lifeguard Certification Course	125	125	2009-898 Sec. 74-17
Concession Resale Items	snacks, drinks, water diapers, goggles, towels, caps, etc.	20% mark up max	20% mark up max	2009-898 Sec. 74-17
Learn to Swim Program	Levels 1—5, ~~Adaptive~~ and Adult per session per person	38	38	2009-898 Sec. 74-17
Learn to Swim Program	Parent and Child Classes per session per person (30 min)	19	19	2009-898 Sec. 74-17
Learn to Swim Program	Adaptive Classes per session, per person	19	19	
Lifeguard Certification Course	ADD ON (LIIT)	50	50	2009-898 Sec. 74-17
Lifeguard Instructor in Training (LIIT)	Lifeguard in Training Program	75	0	2009-898 Sec. 74-17

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Pool Rental (Gonzalez Pool)	Hourly Pool Facility Rental	100	100	2009-898 Sec. 74-17
Pool Rental (Sams Pool)	Hourly Pool Facility Rental	125	125	2009-898 Sec. 74-17
Public Pool Fee—Adult	Regular Pool Entry and Aqua Aerobics	3	3	2009-898 Sec. 74-17
Public Pool Fee—Child	Regular Pool Entry and Aqua Aerobics	2	2	2009-898 Sec. 74-17
Public Pool Fee—Senior	Regular Pool Entry and Aqua Aerobics	2	2	2009-898 Sec. 74-17
Swim Team	Brownsville Stingrays Swim Team Registration	55	75	2009-898 Sec. 74-17
Water Safety Instructor Certification Fee	WSI Certification Course	75	75	
Department Name: Youth Athletics - (Parks Outside of Sports Park)				
Little Dribblers	3 and 4 year old Basketball Jersey included (cost per player)	$35.00 Resident/$40 NonResident	40	2009-898 Sec. 74-17
Little Dribblers Summer	3 and 4 year old Basketball No Jersey included (cost per player)	$30.00 Resident/$35.00 NonResident	30	2009-898 Sec. 74-17
Youth Winter/Spring Basketball	5—12 year old basketball Jersey Included (cost per player)	$45.00 Resident/$50 NonResident	40	2009-898 Sec. 74-17
Youth Summer Basketball	5—18 year old basketball No Jersey Included (cost per player)	$40.00 Resident/$45.00 NonResident	30	2009-898 Sec. 74-17
Adult Basketball	Adult basketball season No Jerseys Included (cost per team)	350	300	2009-898 Sec. 74-17
Youth Flag Football	5—12 year old flag football Jersey Included (cost per player)	$55.00 Resident/$60 NonResident	50	2009-898 Sec. 74-17
Youth Fall Volleyball	7—12 year old volleyball Jersey Included (cost per player)	$45.00 Resident/$50 NonResident	40	2009-898 Sec. 74-17
Youth Summer Volleyball	5—18 year old basketball No Jersey Included (cost per player)	$40.00 Resident/$45 NonResident	30	2009-898 Sec. 74-17
Adult Volleyball	Adult volleyball season No Jerseys Included (cost per team)	350	300	2009-898 Sec. 74-17
Adult Volleyball	Adult fee per person	40	40	
TAAf Brownsville Track Club	5-18 year old Jersey included	75	75	
Rental - Skate Park, Splash Pad (excludes Dean Porter),	per rental, per day (avg rental time is 4-6 hours)		$50.00	
Late Registration Fee	Registration after registrationn deadline posted	10	10	
Independent Youth League Fees	Leagues the city does not directly operate ($ per player and $0.50 annual increase per registrar) must be a registered with an affiliate organization with board, bylaws, rules & regulations.	$9.50 (maximum $15.00)	10	2009-898 Sec. 74-17
Independent Adult League Fees	Per Player. Must be a registered with an affiliate organization with board, bylaws, rules & regulations.	25	0	2009-898 Sec. 74-17
Athletic Field - Resident Practice Rate	Practice fees (per hour, per field up to 4 hours)	30	30	2009-898 Sec. 74-17
Athletic Field - Non Resident Practice Rate	Practice fees (per hour, per field up to 4 hours)	45	35	2009-898 Sec. 74-17
Athletic Field - Residents, Non-Tournament Rate	Event Rental (5 to 8 hours max)	300	0	2009-898 Sec. 74-17
Athletic Field - Non-Residents, Non-Tournament	Event Rental (5 to 8 hours max)	325	0	2009-898 Sec. 74-17
Athletic Field - Residents Tournament	Event Rental (5 to 8 hours max)	400	300	2009-898 Sec. 74-17
Athletic Field - Non-Residents Tournament	Event Rental (5 to 8 hours max)	425	425	2009-898 Sec. 74-17
Gym Independent Youth & Adult League Fees	Leagues the city does not directly operate ($20.00 per registrar) must be a registered with an affiliate organization with board, bylaws, rules & regulations.	0	$20.00	
Gym Independent Youth League Fees	Leagues the city does not directly operate ($30.00 per registrar) must be a registered with an affiliate organization with board, bylaws, rules & regulations.	0	$30.00	
Gym - Residents - Non- Tournament	per hour, up to 4 hours	40	40	2009-898 Sec. 74-17
Gym - Non-Residents, Non- Tournament	per hour, up to 4 hours	60	45	2009-898 Sec. 74-17
Gym - Residents, Non-Tournament	Event Rental (5 to 8 hours max) add an additional $25 every extra hour	300	0	2009-898 Sec. 74-17
Gym - Non-Residents, Non-Tournament	Event Rental (5 to 8 hours max) add an additional $ 25 every extra hour	400	0	2009-898 Sec. 74-17

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Banner fee (gyms/fields)			300 annually, $150 for 6 months per banner	
Gym - Residents, Tournament	Event Rental (5 to 8 hours max) add an additional $25 every extra hour	400	400	2009-898 Sec. 74-17
Gym Non-Residents, Tournament	Event Rental (5 to 8 hours max)	900	500	2009-898 Sec. 74-3
Rental	Sound System	$50.00	$50.00	2009-898 Sec. 74-17
Concession Fees	For sale of concession on parks facilities for Independent leagues % sales (net) *Remove Independent Leagues	8% all venues	8% all venues	2009-898 Sec. 74-17
Specialist Contract Fees	Percent of fees for service on COB property (% contractor)	0.7	0.7	2009-898 Sec. 74-17
Specialist Contract Fees	Percent of fees for service on COB property (% COB)	0.3	0.3	2009-898 Sec. 74-17
Overtime Maintenance Fees	Fees for citizens renting a COB facility and requesting personnel (rate per hour)	18	18	2009-898 Sec. 74-17
Security	Per extra security $50.00	Fee determined by BPD	Fee determined by BPD	
Maintenance Fee	Maintenance Fee / Clean up fee	$100.00	$100.00	2009-898 Sec. 74-17
Department Name: (PARD) Brownsville Golf Center				
Golf Course Fee	18 Holes (1/2 Cart)	$35.00	$35.00	2009-898 Sec. 74-17
Golf Course Fee	18 Holes (1/2 Cart) - Off Peak, Day	$30.00	$0.00	2009-898 Sec. 74-17
Golf Course Fee	18 Holes (Walking)	$25.00	$25.00	2009-898 Sec. 74-17
Golf Course Fee	18 Holes (Walking) - Off Peak, Day	$25.00	$0.00	2009-898 Sec. 74-17
Golf Course Fee	18 Holes Twilight (1/2 Cart)	$25.00	$25.00	2009-898 Sec. 74-17
Golf Course Fee	18 Holes Twilight (1/2 Cart) - Off Peak, Day	$25.00	$0.00	2009-898 Sec. 74-17
Golf Course Fee	18 Holes Twilight (Walking)	$20.00	$20.00	2009-898 Sec. 74-17
Golf Course Fee	18 Holes Twilight (Walking) - Off Peak, Day	$20.00	$0.00	2009-898 Sec. 74-17
Golf Course Fee	9 Holes (1/2 Cart)	$25.00	$25.00	2009-898 Sec. 74-17
Golf Course Fee	9 Holes (1/2 Cart) - Off Peak, Day	$25.00	$0.00	2009-898 Sec. 74-17
Golf Course Fee	Vetrans Fee- 4th of July and Veterans Day only	$-	$20.00	
Golf Course Fee active educators (Summer only)	18 holes 1/2 cart	0	$30.00	
Golf Course Fee	9 Holes (Walking)	$20.00	$20.00	2009-898 Sec. 74-17
Club Rental	Club Rental	$20.00	$20.00	2009-898 Sec. 74-17
Cart Rental	Cart Rental	$15.00	$15.00	2009-898 Sec. 74-17
Pull Cart Rental	Pull Cart Rental	$10.00	$10.00	2009-898 Sec. 74-17
Non-Player Riding Fee	Non-Player Riding Fee	$10.00	$10.00	2009-898 Sec. 74-17
Personal Cart Trail Fee	Personal Cart Trail Fee	$10.00	$10.00	2009-898 Sec. 74-17
Junior- Day (peak, off peak)	Junior- Day (peak, off peak)	9	$15	2009-898 Sec. 74-17
Junior - Monthly (peak, off peak)	Junior - Monthly (peak, off peak)	$29, $23	0	2009-898 Sec. 74-17
Single - Monthly (peak, off peak)	Single - Monthly (peak, off peak)	$115, $79	0	2009-898 Sec. 74-17
Couple - Monthly (peak, off peak)	Couple - Monthly (peak, off peak)	$163, $148	0	2009-898 Sec. 74-17
Trail Fee - Monthly	Trail Fee - Monthly	$65.00	$65.00	2009-898 Sec. 74-17
Cart Storage - Monthly	Cart Storage - Monthly	$140.00	$0.00	2009-898 Sec. 74-17
Cart Storage & Trail Fee - Monthly	Cart Storage & Trail Fee - Monthly	$190.00	$0.00	2009-898 Sec. 74-17
Cart Storage & Trail Fee - 3 Month	Cart Storage & Trail Fee - 3 Month/Saves $55	$525.00	$0.00	2009-898 Sec. 74-17
Junior - Annual	Junior - Annual	$260.00	$260.00	2009-898 Sec. 74-17
Single - Annual	Single - Annual	$890.00	$955.00	2009-898 Sec. 74-17
Couple - Annual	Couple - Annual	$1,719.00	$0.00	2009-898 Sec. 74-17

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Family - Annual	Family - Annual	$1,896.00	$0.00	2009-898 Sec. 74-17
Trail Fee - Annual	Trail Fee - Annual	$315.00	$315.00	2009-898 Sec. 74-17
Junior - Annual W/ 1/2 Cart	Junior - Annual W/ 1/2 Cart	$255.00	$255.00	2009-898 Sec. 74-17
Single - Annual W/ 1/2 Cart	Single - Annual W/ 1/2 Cart	$1,230.00	$1,230.00	2009-898 Sec. 74-17
Couple - Annual W/ 1/2 Cart	Couple - Annual W/ 1/2 Cart	$1,720.00	$0.00	2009-898 Sec. 74-17
Senior Rate membership, Employee Rate	Senior Rate, Employee Rate/20% reduced rate (does NOT include concessions)	$700.00	$700.00	2009-898 Sec. 74-17
Family - Annual W/ Cart	Family - Annual W/ Cart	$1,900.00	$1,900.00	2009-898 Sec. 74-17
Concessions (all beverages & all goods sold at the ProShop)	50%-200% mark-up from market value			
Winter Texan Fee	Winter Texan Single Annual Walking (October-April)	$375.00	$406.00	
Winter Texan Fee	Winter Texan Singal Annual ½ Cart (October-April)	$523.00	$565.00	
Winter Texan Fee	Winter Texan Couple Annual Walking (October-April)	$731.00	$788.00	
Winter Texan Fee	Winter Texan Couple Annual ½ Cart (October-April)	$854.00	$922.00	
Non-Profit Peak Tournament Fee	Non-Profit Peak Tournament Fee	26.25	$0.00	
Non-Profit Off-Peak Tournament Fee	Non-Profit Off-Peak Tournament Fee	22.5	$0.00	
Department Name: (PARD) Brownsville Event Center				
Full Complex	8 Hour Rental	$7,398.44	$9,248.05	2009-898 Sec. 74-17
Palo Alto Grand Ballroom	8 Hour Rental	$4,756.25	$5,945.31	2009-898 Sec. 74-17
Resaca de la Palma "A"	8 Hour Rental	$793.75	$992.19	2009-898 Sec. 74-17
Major Jacob Brown "B"	8 Hour Rental	$793.75	$992.19	2009-898 Sec. 74-17
Palmito Hill "C"	8 Hour Rental	$793.75	$992.19	2009-898 Sec. 74-17
Charles Stillman "D"	8 Hour Rental	$793.75	$992.19	2009-898 Sec. 74-17
Palo Alto "E"	8 Hour Rental	$1,585.94	$1,982.42	2009-898 Sec. 74-17
Rooms "AB" or "CD"	8 Hour Rental	$1,585.94	$1,982.42	2009-898 Sec. 74-17
Rooms "ABE" or "CDE"	8 Hour Rental	$3,171.88	$3,964.84	2009-898 Sec. 74-17
Conference Room "A"	8 Hour Rental	$390.63	$488.28	2009-898 Sec. 74-17
Conference Room "B"	8 Hour Rental	$390.63	$244.14	2009-898 Sec. 74-17
Conference Room "C"	8 Hour Rental	$195.31	$244.14	2009-898 Sec. 74-17
Conference Rooms "BC"	8 Hour Rental	$250.00	$488.28	2009-898 Sec. 74-17
Covered Walkway "A"	8 Hour Rental	$390.63	$488.28	2009-898 Sec. 74-17
Covered Walkway "B"	8 Hour Rental	$390.63	$488.28	2009-898 Sec. 74-17
Foyer	8 Hour Rental	$390.62	$488.28	2009-898 Sec. 74-17
Gazebo Area	8 Hour Rental	$600.00	$600.00	2009-898 Sec. 74-17
Pinata Pole Area	8 Hour Rental	$60.00	$50.00	2009-898 Sec. 74-17
Off Peak Rate	Reduced Rate for Monday, Tuesday, or Wednesday Rental -	$0.10	$0.10	2009-898 Sec. 74-17
Non-Profit Rate	Up to 20% Reduced Rate as approved by City Commission	Max 20%	Max 20%	2009-898 Sec. 74-17
Additional Hours	Each additional hour $150 per hour, after Midnight $250 per hour. 2 hours Max Friday's & Saturday's only.	$150, $250	$150, $250	2009-898 Sec. 74-17
Refundable Damage Deposit	Social, Non-Profits, Corporate	$350.00	$350.00	2009-898 Sec. 74-17
Refundable Damage Deposit	Car Shows and Expos	$1,000.00	$1,000.00	2009-898 Sec. 74-17
Digital Frame	Vendors (Caterers, Flower Shops, DJs, etc.)	$200.00	$200.00	2009-898 Sec. 74-17
Digital Frame	Advertisement for 4 months	$700.00	$1,000.00	2009-898 Sec. 74-17

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Projector	AV Equipment	$125.00	$125.00	2009-898 Sec. 74-17
Wireless microphones	AV Equipment	$25.00	$25.00	2009-898 Sec. 74-17
Lavaliere Microphone	AV Equipment	$45.00	$25.00	2009-898 Sec. 74-17
12' x 8 Screen	AV Equipment	0	$95.00	
10' × 10' Screen	AV Equipment	$95.00	$95.00	2009-898 Sec. 74-17
7' × 7' Screen	AV Equipment	$45.00	$45.00	2009-898 Sec. 74-17
Electrical Extension Cords	AV Equipment	$100.00	$10.00	2009-898 Sec. 74-17
Extra hours - Set Up	Per Hour	$150.00	$150.00	2009-898 Sec. 74-17
Extra hours - Event	Extra hours party (12:00 am—1:00 am)	$250.00	$250.00	2009-898 Sec. 74-17
White Folding Chairs	each — Max. 100	$2.00	$2.00	2009-898 Sec. 74-17
Pipe & Drape	10' × 8' Booths (ea.) — Max. 55	$25.00	$25.00	2009-898 Sec. 74-17
Relocate Dance Floor	Move dance floor to center of rooms ABE or CDE	$250.00	$250.00	2009-898 Sec. 74-17
Practice for Special Dance	Per Hour	$150.00	$150.00	2009-898 Sec. 74-17
Stanchions	Stanchions (ea.) — Max. 6	$10.00	$10.00	2009-898 Sec. 74-17
Banner Pole	Max. 10' × 40'	$40.00	$40.00	2009-898 Sec. 74-17
Cocktail Tables with Covers	Each	0	$15.00	
Tiffany Chairs	$2.50 ea. (max 400)	0	$2.50	
Parking Lot	Rental Fee	0	$1,000.00	
Department Name: Engineering				
Address Letter	Address Letter	5	5	2005-1220-H
City Maps	City Maps	20	20	2005-1220-I
Street Renaming Fee	Application fee to change name on street	500	500	2019-069
Grease Traps	Placement in Right of Way	250	250	
Canopies/Balconies	Encroachment into Right of way	250	250	
Signs / Overhead	Placement in Right of Way	250	250	
Buildings	Encroachment into Right of way	250	250	
Fences	Encroachment into Right of way	250	250	
Utilities line	Placement in Right of Way	250	250	
Initial Application Review	Initial Application Review (streets, drainage, water, wastewater, communication, gas, fiberoptic, etc)	item or $1,000.00 whichever is greater	$2.50 per linear foot per infrastructure item or $1,000.00 whichever is greater	
Permit Resubmittal or Supplemental Review	Permit Resubmittal or Supplemental Review	itial submittal fee whichever is greater	$500.00 or 10% of initial submittal fee whichever is greater	
Inspection Fees	Inspection Fee	$50.00 per inspection	$50.00 per inspection	
Utility Usage	Utility usage Fee	100	100	
Department Name: Traffic (EPW)				
Wrecker	Yearly applications fee $700.00 + up depending on the number of wrecker the co. has	700	700	2013-919 Sec. 110-64
Temporary Parking Permit	Parking Meter space	0	0	2013-919 Sec. 110-64
Temporary Parking Permit	Parking Meter space	50¢	50¢	2013-919 Sec. 110-64
Temporary Parking Permit	Parking Meter space	1	1	2013-919 Sec. 110-64

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Temporary Parking Permit	Park in a meter for construction work—Cost for meter/per vehicle per day	10	10	2013-919 Sec. 110-64
Temporary Parking Permit	Park in the alley for construction work-Cost per vehicle per day	20	20	2013-919 Sec. 110-64
Temporary Parking Permit	Park in a loading zone for construction work—Cost per vehicle per day	20	20	2013-919 Sec. 110-64
Temporary Parking Permit	Park in a Handicap for construction work—Cost per vehicle per day	20	50	2022-1673-A
Temporary Road Closure	Close off a street or alley for an event or construction work	100	100	2013-919 Sec. 110-64
Temporary Road Closure	Close off a street or alley for construction work with the use of a crane	$100.00+$20.00(hourly)	$100.00+$20.00(hourly)	2022-1673-A
Temporary Road Closure	Close off a traffic lane for an event or construction work.	50	50	
Temporary Road Closure	Set up Traffic Control (Stand by employee - Per hour)		25	
Dumpster Permit	To place a dumpster on the street for construction work	50	50	2013-919 Sec. 110-64
Rental of Equipment	Cones for events cost for each cone	2	5	2013-919 Sec. 110-64
Rental of Equipment	Damage, Lost or Stolen Traffic Cones	20	40	2022-1673-A
Rental of Equipment	Flexible delineator or Channelizer with Rubber Base (42")		45.5	
Rental of Equipment	Lost or stolen Barricades	100	150	2022-1673-A
Rental of Equipment	Lost or Damage Barrer or Rubber Base	100	150	
Rental of Equipment	Steel Crowd Control Fence; 3 type of barricades and type A barricades	8	15	
Rental of Equipment	Steel Crowd Control Fence; 3 type of barricades and type A barricades (Lost, Damage)		150	
Street Signs	**Signs FOR new subdivision or replacement**	**Varies—See below**	**Varies—See below**	
Street Signs	2⅜" Round × 12' 16 ga. Galv. Post	31	38	Researched City Ordinance; did not find an ordinance for this fee
Street Signs	Metal Ground Socket TY-A Driveable		24	
Street Signs	Metal Wedge -TY A Driveable		7.2	
Street Signs	Aluminum Sign Blank 30" × 30"	22	22	Researched City Ordinance; did not find an ordinance for this fee
Street Signs	Aluminum Sign Blank (Rectangular) 6" x 12"	0	4.6	
Street Signs	Aluminum Sign Blank (Rectangular) 6" x 18"	0	5.2	
Street Signs	Aluminum Sign Blank (Rectangular) 9" x 12"	0	7	
Street Signs	Aluminum Sign Blank (Rectangular) 9" x 24"	0	9	
Street Signs	Aluminum Sign Blank (Rectangular) 12" x 6"	0	3.1	
Street Signs	Aluminum Sign Blank (Rectangular) 12" x 18"	0	7.5	
Street Signs	Aluminum Sign Blank (Rectangular) 12" x 36"	0	15.8	
Street Signs	Aluminum Sign Blank (Rectangular) 12" x 65"	0	28	
Street Signs	Aluminum Sign Blank (Rectangular) 15" x 24"	0	13.8	
Street Signs	Aluminum Sign Blank (Rectangular) 15" x 60"	0	31.9	
Street Signs	Aluminum Sign Blank (Rectangular) 18" x 24"	0	14.8	
Street Signs	Aluminum Sign Blank (Rectangular) 18" x 36"	0	23.1	
Street Signs	Aluminum Sign Blank (Rectangular) 24" x 30"	0	25.2	
Street Signs	Aluminum Sign Blank (Rectangular) 24" x 48"	0	48.9	
Street Signs	Aluminum Sign Blank (Rectangular) 24" x 60"	0	60.76	
Street Signs	Aluminum Sign Blank (Rectangular) 30" x 36"	0	46.3	
Street Signs	Aluminum Sign Blank (Rectangular) 108 x 24"	0	131.5	
Street Signs	Aluminum Sign Blank (Round) 36"	0	50.7	
Street Signs	Aluminum Sign Blank (Pentagonal) 30W x 29 H	0	30	

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Street Signs	Aluminum Sign Blank (Pentagonal) 36W x 35 H	0	51	
Street Signs	Aluminum Sign Blank (Square) 12" x 12"	0	5.6	
Street Signs	Aluminum Sign Blank (Square) 24" x 24"	0	19.8	
Street Signs	Aluminum Sign Blank (Square) 30" x 30"	0	31.5	
Street Signs	Aluminum Sign Blank (Square) 36" x 36"	0	55.4	
Street Signs	Aluminum Sign Blank (Square) 48" x 48"	0	117	
Street Signs	Aluminum Sign Blank (Triangle) 24"	0	10.7	
Street Signs	Aluminum Sign Blank (Triangle) 30"	0	16	
Street Signs	Aluminum Street Sign 9" × 24"	9	10	Researched City Ordinance; did not find an ordinance for this fee
Street Signs	Aluminum Street Sign 9" × 30"	11	13	Researched City Ordinance; did not find an ordinance for this fee
Street Signs	Aluminum Street Sign 9" × 36"	12	13.5	Researched City Ordinance; did not find an ordinance for this fee
Street Signs	Aluminum Street Sign 9" × 40"	16	16	Researched City Ordinance; did not find an ordinance for this fee
Street Signs	Face Stop Sign (Octagonal) 24" x 24"		18.5	
Street Signs	Face Stop Sign (Octagonal) 30" × 30"	14.5	29.5	Researched City Ordinance; did not find an ordinance for this fee
Street Signs	Face Stop Sign (Octagonal) 36" x 36"		51	
Street Signs	Face Street Name 24" (2 per street name)	12	12	Researched City Ordinance; did not find an ordinance for this fee
Street Signs	Face Street Name 30" (2 per street name)	14	14	Researched City Ordinance; did not find an ordinance for this fee
Street Signs	Face Street Name 36" (2 per street name)	22	22	Researched City Ordinance; did not find an ordinance for this fee
Street Signs	Face Street Name 40" (2 per street name)	22.5	22.5	Researched City Ordinance; did not find an ordinance for this fee
Street Signs	Cross Cap	10	10	Researched City Ordinance; did not find an ordinance for this fee
Street Signs	Cross Piece	10	17	Researched City Ordinance; did not find an ordinance for this fee
Street Signs	Cement fee per sign	20	20	Researched City Ordinance; did not find an ordinance for this fee
Street Signs	Sign Brackets (2 per sign)	10	10	Researched City Ordinance; did not find an ordinance for this fee
Street Signs	Sign Fabrication Labor (2-sign per hr.)	40	40	Researched City Ordinance; did not find an ordinance for this fee
Street Signs	Installation Labor (2-sign per hr.)	50	50	Researched City Ordinance; did not find an ordinance for this fee
Street Signs	Equipment (per Sign)	25	25	Researched City Ordinance; did not find an ordinance for this fee

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Street Signs	Custom 12" × 60" sign	17	17	Researched City Ordinance; did not find an ordinance for this fee
Department Name: Department of Health, Wellness & Animal Services/Vacant Lots				
Standard Lot 25 ft. × 100 ft.	Grass Height on a standard lot 25 ft. x 100 ft. (18 inches and over) Contracted Services, Varies on Contractor availability	$60.00 - $156.00	70-100	93-562 Sec. 54-67
Standard Lot 25 ft. × 100 ft.	Light (grass height of 18—25 inches)	0	0	93-562 Sec. 54-67
Standard Lot 25 ft. × 100 ft.	Moderate (grass height of 26—38 inches)	0	0	93-562 Sec. 54-67
Standard Lot 25 ft. × 100 ft.	Heavy (grass height of 39—47 inches)	0	0	93-562 Sec. 54-67
Standard Lot 25 ft. × 100 ft.	Emergency (48 inches or higher subject to negotiation as determined by Code Enforcement)	0	0	93-562 Sec. 54-67
Standard Lot 50 ft. × 100 ft.	Grass Height on standard lot 50ft x 100 ft (18 inches and over) Contracted Services, Varies on Contractor availability	$65.00 - $169.00	90-125	93-562 Sec. 54-67
Standard Lot 50 ft. × 100 ft.	Light (grass height of 18—25 inches)	0	0	93-562 Sec. 54-67
Standard Lot 50 ft. × 100 ft.	Moderate (grass height of 26—38 inches)	0	0	93-562 Sec. 54-67
Standard Lot 50 ft. × 100 ft.	Heavy (grass height of 39—47 inches)	0	0	93-562 Sec. 54-67
Standard Lot 50 ft. × 100 ft.	Emergency (48 inches or higher subject to negotiation as determined by Code Enforcement)	0	0	93-562 Sec. 54-67
Double Lot 100 ft. × 100 ft.	Grass Height on a Double Lot 100 ft. x 100 ft. (18 inches and over) Contracted Services, Varies on Contractor availability	$100.00 - $196.00	120-150	93-562 Sec. 54-67
Double Lot 100 ft. × 100 ft.	Light (grass height of 18—25 inches)	0	0	93-562 Sec. 54-67
Double Lot 100 ft. × 100 ft.	Moderate (grass height of 26—38 inches)	0	0	93-562 Sec. 54-67
Double Lot 100 ft. × 100 ft.	Heavy (grass height of 39—47 inches)	0	0	93-562 Sec. 54-67
Double Lot 100 ft. × 100 ft.	Emergency (48 inches or higher subject to negotiation as determined by Code Enforcement)	0	0	93-562 Sec. 54-67
½-Acre Lot	Grass Height on a 1/2 acre lot (18 inches and over) Contracted Services, Varies on Contractor availability	$150.00 - $212.00	150	93-562 Sec. 54-67
½-Acre Lot	Light (grass height of 18—25 inches)	0	0	93-562 Sec. 54-67
½-Acre Lot	Moderate (grass height of 26—38 inches)	0	0	93-562 Sec. 54-67
½-Acre Lot	Heavy (grass height of 39—47 inches)	0	0	93-562 Sec. 54-67
½-Acre Lot	Emergency (48 inches or higher subject to negotiation as determined by Code Enforcement)	0	0	93-562 Sec. 54-67
1-Acre Lot	Grass Height on a 1-Acre lot (18 inches and over) Contracted Services,Varies on Contractor availability	$200.00 - $234.00	200-300	93-562 Sec. 54-67
1-Acre Lot	Light (grass height of 18—25 inches)	0	0	93-562 Sec. 54-67
1-Acre Lot	Moderate (grass height of 26—38 inches)	0	0	93-562 Sec. 54-67
1-Acre Lot	Heavy (grass height of 39—47 inches)	0	0	93-562 Sec. 54-67
1-Acre Lot	Emergency (48 inches or higher subject to negotiation as determined by Code Enforcement)	0	0	93-562 Sec. 54-67
1½-Acre Lot	Grass Height on a 1 1/2 Acre Lot (18 inches and over) Contracted Services, Varies on Contractor availability	$300.00 - $450.00	250-450	93-562 Sec. 54-67
1½-Acre Lot	Light (grass height of 18—25 inches)	0	0	93-562 Sec. 54-67
1½-Acre Lot	Moderate (grass height of 26—38 inches)	0	0	93-562 Sec. 54-67

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
1½-Acre Lot	Heavy (grass height of 39—47 inches)	0	0	93-562 Sec. 54-67
1½-Acre Lot	Emergency (48 inches or higher subject to negotiation as determined by Code Enforcement)	0	0	93-562 Sec. 54-67
2-Acre Lot	Grass Height on a 2 Acre lot (18 inches and over) Contracted Services, Varies on Contractor availability	$350.00 - $510.00	300-600	93-562 Sec. 54-67
2-Acre Lot	Light (grass height of 18—25 inches)	0	0	93-562 Sec. 54-67
2-Acre Lot	Moderate (grass height of 26—38 inches)	0	0	93-562 Sec. 54-67
2-Acre Lot	Heavy (grass height of 39—47 inches)	0	0	93-562 Sec. 54-67
2-Acre Lot	Emergency (48 inches or higher subject to negotiation as determined by Code Enforcement)	0	0	93-562 Sec. 54-67
2½-Acre Lot	Grass Height on a 2 1/2 Acre lot (18 inches and over) Contracted Services, Varies on Contractor availability	$450.00 - $675.00	350-750	93-562 Sec. 54-67
2½-Acre Lot	Light (grass height of 18—25 inches)	0	0	93-562 Sec. 54-67
2½-Acre Lot	Moderate (grass height of 26—38 inches)	0	0	93-562 Sec. 54-67
2½-Acre Lot	Heavy (grass height of 39—47 inches)	0	0	93-562 Sec. 54-67
2½-Acre Lot	Emergency (48 inches or higher subject to negotiation as determined by Code Enforcement)	0	0	93-562 Sec. 54-67
3-Acre Lot	Grass Height on a 3 Acre lot (18 inches and over) Contracted Services, Varies on Contractor availability	$500.00 - $730.00	400-900	93-562 Sec. 54-67
3-Acre Lot	Light (grass height of 18—25 inches)	0	0	93-562 Sec. 54-67
3-Acre Lot	Moderate (grass height of 26—38 inches)	0	0	93-562 Sec. 54-67
3-Acre Lot	Heavy (grass height of 39—47 inches)	0	0	93-562 Sec. 54-67
3-Acre Lot	Emergency (48 inches or higher subject to negotiation as determined by Code Enforcement)	0	0	93-562 Sec. 54-67
3½-Acre Lot	Grass Height on a 3 1/2 Acre lot (18 inches and over) Contracted Services, Varies on Contractor availability	$550.00 - $885.00	450-1050	93-562 Sec. 54-67
3½-Acre Lot	Light (grass height of 18—25 inches)	0	0	93-562 Sec. 54-67
3½-Acre Lot	Moderate (grass height of 26—38 inches)	0	0	93-562 Sec. 54-67
3½-Acre Lot	Heavy (grass height of 39—47 inches)	0	0	93-562 Sec. 54-67
3½-Acre Lot	Emergency (48 inches or higher subject to negotiation as determined by Code Enforcement)	0	0	93-562 Sec. 54-67
4-Acre Lot	Grass Height on a 4 Acre lot (18 inches and over)Contracted Services, Varies on Contractor availability	$600.00 - $1035.00	550-1200	93-562 Sec. 54-67
4-Acre Lot	Light (grass height of 18—25 inches)	0	0	93-562 Sec. 54-67
4-Acre Lot	Moderate (grass height of 26—38 inches)	0	0	93-562 Sec. 54-67
4-Acre Lot	Heavy (grass height of 39—47 inches)	0	0	93-562 Sec. 54-67
4-Acre Lot	Emergency (48 inches or higher subject to negotiation as determined by Code Enforcement)	0	0	93-562 Sec. 54-67
½-Acre Lot over 4 Acres	Grass Height on a 1/2 acre lot over 4 Acres (18 inches and over) Contracted Services, Varies on Contractor availability	$175.00 - $186.00	150	93-562 Sec. 54-67
½-Acre Lot over 4 Acres	Light (grass height of 18—25 inches)	0	0	93-562 Sec. 54-67
½-Acre Lot over 4 Acres	Moderate (grass height of 26—38 inches)	0	0	93-562 Sec. 54-67
½-Acre Lot over 4 Acres	Heavy (grass height of 39—47 inches)	0	0	93-562 Sec. 54-67

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
½-Acre Lot over 4 Acres	Emergency (48 inches or higher subject to negotiation as determined by Code Enforcement)	0	0	93-562 Sec. 54-67
1-Acre Lot over 4 Acres	Grass Height on 1 Acre Lot over 4 Acres(18 inches and over) Contracted Services, Varies on Contractor availability	$205.00 - $210.00	200-300	93-562 Sec. 54-67
1-Acre Lot over 4 Acres	Light (grass height of 18—25 inches)	0	0	93-562 Sec. 54-67
1-Acre Lot over 4 Acres	Moderate (grass height of 26—38 inches)	0	0	93-562 Sec. 54-67
1-Acre Lot over 4 Acres	Heavy (grass height of 39—47 inches)	0	0	93-562 Sec. 54-67
1-Acre Lot over 4 Acres	Emergency (48 inches or higher subject to negotiation as determined by Code Enforcement)	0	0	93-562 Sec. 54-67
Edge	Light	0	0	93-562 Sec. 54-67
Edge	Moderate	0	0	93-562 Sec. 54-67
Edge	Heavy	0	0	93-562 Sec. 54-67
Edge	Emergency	0	0	93-562 Sec. 54-67
Debris	Light (less than or equal to 1,000 lbs) Contracted Service, Varies on Contractor availability	$170.00 - $325.00	150-200	93-562 Sec. 54-67
Debris	Moderate(1,001 lbs to 2,500 lbs) Contracted Service, Varies on Contractor availability	$329.00 - $500.00	250	93-562 Sec. 54-67
Debris	Heavy(2,501 lbs to 5,000 lbs) Contracted Service, Varies on Contractor availability	$381.00 - $750.00	350	93-562 Sec. 54-67
Debris	Extreme(5,001 lbs to 10,000 lbs) Contracted Service,Varies on Contractor availability	$488.00 - $80000	450	93-562 Sec. 54-67
Ruts	Light	0	0	93-562 Sec. 54-67
Ruts	Moderate	0	0	93-562 Sec. 54-67
Ruts	Heavy	0	0	93-562 Sec. 54-67
Ruts	Emergency	0	0	93-562 Sec. 54-67
Trim	Light (less than or equal to 1,000 lbs) Contracted Service, Varies on Contractor availability	$105.00 - $200.00	150-300	93-562 Sec. 54-67
Trim	Moderate(1,001 lbs to 2,500 lbs) Contracted Service, Varies on Contractor availability	$130.00 - $300.00	250-350	93-562 Sec. 54-67
Trim	Heavy(2,501 lbs to 5,000 lbs) Contracted Service, Varies on Contractor availability	$210.00 - $700.00	350-400	93-562 Sec. 54-67
Trim	Extreme(5,001 lbs to 10,000 lbs) Contracted Service, Varies on Contractor availability	$325.00 - $1000.00	450-500	93-562 Sec. 54-67
Fees below are added to the cost of any of the above				
Attorney's Fees	Recovery costs and expenses	0.15	0.15	93-562 Sec. 54-67
Administrative Fee	Assessment of administrative fee for each cut	125	125	93-562 Sec. 54-67
Interest	Assessment of expenses of on the amount due from date of payment by the city	0.1	0.1	93-562 Sec. 54-67
Municipal Lien	Security of payment	35	35	93-562 Sec. 54-67
Release of Lien	Release after full payment	35	35	93-562 Sec. 54-67
Additional Pages	For each additional page filed	4	4	93-562 Sec. 54-67
MIscellanous Fee	Technology Fee	25	25	
Department Name:Department of Health, Wellness & Animal Services/Foods Division				
Restaurant	1—25 Employees Annual Health Permit	172	250	2018-1367 Sec. 22-153
Restaurant	26—50 Employees Remove	251	0	2018-1367 Sec. 22-153
Restaurant	51+ Employees	283	250	2018-1367 Sec. 22-153
Bakery	1—25 Employees Annual Health Permit	172	250	2018-1367 Sec. 22-153
Bakery	26—50 Employees	251	0	2018-1367 Sec. 22-153
Bakery	51+ Employees	283	0	2018-1367 Sec. 22-153

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Tortilleria	1—25 Employees Annual Health Permit	172	250	2018-1367 Sec. 22-153
Tortilleria	26—50 Employees	251	0	2018-1367 Sec. 22-153
Tortilleria	51+ Employees	283	0	2018-1367 Sec. 22-153
Fruit Stand	1—25 Employees Annual Health Permit	172	250	2018-1367 Sec. 22-153
Fruit Stand	26—50 Employees	251	0	2018-1367 Sec. 22-153
Fruit Stand	51+ Employees	283	0	2018-1367 Sec. 22-153
Retail	1—25 Employees Annual Health Permit	172	250	2018-1367 Sec. 22-153
Retail	26—50 Employees	251	0	2018-1367 Sec. 22-153
Retail	51+ Employees	283	0	2018-1367 Sec. 22-153
Day Care	1—25 Employees Annual Health Permit	172	250	2018-1367 Sec. 22-153
Day Care	26—50 Employees	251	0	2018-1367 Sec. 22-153
Day Care	51+ Employees	283	0	2018-1367 Sec. 22-153
Nursing Home	1—25 Employees Annual Health Permit	172	250	2018-1367 Sec. 22-153
Nursing Home	26—50 Employees	251	0	2018-1367 Sec. 22-153
Nursing Home	51+ Employees	283	0	2018-1367 Sec. 22-153
Drinking Establishments	New Accounts/Renewals Annual Health Permit	125	250	2018-1367 Sec. 22-153
Meat Market	1—25 Employees Annual Health Permit	172	250	2018-1367 Sec. 22-153
Meat Market	26—50 Employees	251	0	2018-1367 Sec. 22-153
Meat Market	51+ Employees	283	0	2018-1367 Sec. 22-153
Seafood Market	1—25 Employees Annual Health Permit	172	250	2018-1367 Sec. 22-153
Seafood Market	26—50 Employees	251	0	2018-1367 Sec. 22-153
Seafood Market	51+ Employees	283	0	2018-1367 Sec. 22-153
Raspa/Ice Cream Stand	1—25 Employees Annual Health Permit	172	250	2018-1367 Sec. 22-153
Raspa/Ice Cream Stand	26—50 Employees	251	0	2018-1367 Sec. 22-153
Raspa/Ice Cream Stand	51+ Employees	283	0	2018-1367 Sec. 22-153
Deli	1—25 Employees Annual Health Permit	172	250	2018-1367 Sec. 22-153
Deli	26—50 Employees	251	0	2018-1367 Sec. 22-153
Deli	51+ Employees	283	0	2018-1367 Sec. 22-153
Private Schools	New Accounts/Renewals Annual Health Permit	172	250	2018-1367 Sec. 22-153
Public Cafeteria	1—25 Employees Annual Health Permit	172	250	2018-1367 Sec. 22-153
Public Cafeteria	26—50 Employees	251	0	2018-1367 Sec. 22-153
Public Cafeteria	51+ Employees	283	0	2018-1367 Sec. 22-153
Catering	1—25 Employees Annual Health Permit	172	250	2018-1367 Sec. 22-153
Catering	26—50 Employees	251	0	2018-1367 Sec. 22-153
Catering	51+ Employees	283	0	2018-1367 Sec. 22-153
Snack Bar	1—25 Employees Annual Health Permit	172	250	2018-1367 Sec. 22-153
Snack Bar	26—50 Employees	251	0	2018-1367 Sec. 22-153
Snack Bar	51+ Employees	283	0	2018-1367 Sec. 22-153
Swimming Pool	New Accounts/Renewal Annual Health Permit	100	200	2018-1367 Sec. 22-153
Spa	New Accounts/Renewals Annual Health Permit	100	200	2018-1367 Sec. 22-153
Business w/multi licenses	1—25 Employees Annual Health Permit	172	250	2018-1367 Sec. 22-153
Business w/multi licenses	26—50 Employees	251	0	2018-1367 Sec. 22-153
Business w/multi licenses	51+ Employees	283	0	2018-1367 Sec. 22-153

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
C1 Mobile Unit Cat—1	New Accounts/Renewals	172	0	2018-1367 Sec. 22-153
C2 77 Flea Mkt Hot Foods	New Accounts/Renewals	172	0	2018-1367 Sec. 22-153
C3 77 Flea Mkt Snow Cones	New Accounts/Renewals	172	0	2018-1367 Sec. 22-153
C4 Pre-Packaged Ice Cream	New Accounts/Renewals	172	0	2018-1367 Sec. 22-153
C5 Produce—Tortillas	New Accounts/Renewals	172	0	2018-1367 Sec. 22-153
C6 Annual Retail	New Accounts/Renewals	172	0	2018-1367 Sec. 22-153
C6 Annual Temp.	Temporary Permit at 77 Flea Market	50	0	2018-1367 Sec. 22-153
Foster Home	Request a Foster Home Inspection	30	30	2018-1367 Sec. 22-153
Preliminary	Pre-Inspections	20	20	2018-1367 Sec. 22-153
Food Truck Park	New Accounts/Renewals	172	0	2018-1367 Sec. 22-153
Temporary App.	Temporary Permit Per Stand	25	50	2018-1367 Sec. 22-153
		50	125	
Temporary Seasonal	6-Month Temporary Permit	50	150	2018-1367 Sec. 22-153
Temporary Conditional	When Business is Issued a Conditional	50	150	2018-1367 Sec. 22-153
Charro Days Festivities Week Fee	**Health Permit during Charro Day festivities for Food Stands**	0	75	
Temporary 14 Day	14-Day Temporary Permit	50	150	2018-1367 Sec. 22-153
Non-Scheduled	Request a Non-Scheduled Inspection	50	50	2018-1367 Sec. 22-153
Replacement of Permit	Requesting a Replacement of Permit	25	50	2018-1367 Sec. 22-153
Cessation of operations	Establishment Closed by Health Dept.	50	50	2018-1367 Sec. 22-153
Change of Business Name and/or Owner	Every Time a Business Changes Business Name and/or Owner (Administrative Fee)	15	50	2018-1367 Sec. 22-153
Late Fee Charges	30 Days	38	20	2018-1367 Sec. 22-153
Late Fee after 30 Days	Monthly Compounded	38	40	2018-1367 Sec. 22-153
Follow Up Fees	1—25 Employees	52	50	2018-1367 Sec. 22-153
Follow Up Fees	26—50 Employees	75	0	2018-1367 Sec. 22-153
Follow Up Fees	51+ Employees	85	0	2018-1367 Sec. 22-153
Massage Parlor	New Accounts/Renewals	250	250	2010-1527 Sec. 54-221
MIscellanous Fee-Massage Parlor	Technology Fee	25	25	
MIscellanous Fee-Restaurant	Technology Fee	25	25	
MIscellanous Fee-Bakery	Technology Fee	25	25	
MIscellanous Fee-Tortilleria	Technology Fee	25	25	
MIscellanous Fee-Fruit Stand	Technology Fee	25	25	
MIscellanous Fee-Retail	Technology Fee	25	25	
MIscellanous Fee-Daycare	Technology Fee	25	25	
MIscellanous Fee-Nursing Home	Technology Fee	25	25	
MIscellanous Fee-Drinking Establishments	Technology Fee	25	25	
MIscellanous Fee-Meat Market	Technology Fee	25	25	
MIscellanous Fee-Seafood Market	Technology Fee	25	25	
MIscellanous Fee-Raspa/IceCream Stand	Technology Fee	25	25	
MIscellanous Fee-Deli	Technology Fee	25	25	
MIscellanous Fee-Private Schools	Technology Fee	25	25	
MIscellanous Fee-Public Cafeteria	Technology Fee	25	25	
MIscellanous Fee-Catering	Technology Fee	25	25	
MIscellanous Fee-Snack Bar	Technology Fee	25	25	

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
MIscellanous Fee-Swimming Pool	Technology Fee	25	25	
MIscellanous Fee-Spa	Technology Fee	25	25	
MIscellanous Fee-Business w/multi licenses	Technology Fee	25	25	
MIscellanous Fee	Technology Fee	25	25	
MIscellanous Fee-C1 Mobile Unit Cat—1	Technology Fee	25	0	
MIscellanous Fee-C2 77 Flea Mkt Hot Foods	Technology Fee	25	0	
MIscellanous Fee-C3 77 Flea Mkt Snow Cones	Technology Fee	25	0	
MIscellanous Fee-C4 Pre-Packaged Ice Cream	Technology Fee	25	0	
MIscellanous Fee-C5 Produce—Tortillas	Technology Fee	25	0	
MIscellanous Fee-C6 Annual Retail	Technology Fee	25	0	
MIscellanous Fee-C6 Annual Temp.	Technology Fee	25	0	
MIscellanous Fee-Foster Home	Technology Fee	25	25	
MIscellanous Fee-Preliminary	Technology Fee	25	25	
MIscellanous Fee-Food Truck Park	Technology Fee	25	0	
MIscellanous Fee-Temporary	Technology Fee	5	5	
MIscellanous Fee	Food Establishment Plan Review	25	25	
CPM Food Vendor Permit	Annual Health Permit	0	100	
CPM Temp. Food Vendor Permit	Temp Health Permit	0	50	
Department Name: Department of Health, Wellness & Animal Services/ BARCC Fees				
Adoptions	Adoption package for general public	25	25	2015-1608, 9-1-2015 WAIVE FEE (City Manager Discretion)
Clearance pet adoption	Adoption fee for returns or owner surrenders with proof of sterilization	25	25	2015-1608, 9-1-2015
Impoundment fee (altered)	Fee amount with proper presentation of ownership and proof of sterilization to reclaim possession of animal	10	10	2015-1608, 9-1-2015
Impoundment fee (unaltered)	Fee amount with proper presentation of ownership for animal who has not been sterilized	20	20	2015-1608, 9-1-2015
Intake vaccination	Vaccination fee upon release of impounded animal	10	10	2015-1608, 9-1-2015
Quarantine	10-day hold at a licensed rabies facility for observation due to animal bite	100	100	Researched City Ordinance; did not find an ordinance for this fee
Euthenasia and Testing (Rabies)	Rabies testing due to animal lab	0	100	
Individual city license tag	Individual city license tag	4	5	Researched City Ordinance; did not find an ordinance for this fee
Individual city license tag (Unaltered)	Individual city license tag for unaltered animals	8	10	Researched City Ordinance; did not find an ordinance for this fee
City license tags by roll	City License roll fee for 100 tags	400	500	Researched City Ordinance; did not find an ordinance for this fee
Euthanasia	Disposition of animal due to owner request	20	50	2015-1608, 9-1-2015 iNCREASE DUE TO COST OF MEDICATION FOR EUTHANASIA
Cremation Services	0-20lbs	0	150	

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Cremation Services	21-40lbs	0	250	
Cremation Services	41-70lbs	0	350	
Cremation Services	71-99lbs	0	450	
Cremation Services	100-149lbs MAX	0	550	
Return to owner on the field	Animal running at large Return to Owner on the field	0	25	
Deceased animal pick up	Picking up deceased owned animal in property	0	25	
Microchip	Microchip implant to identify pet and owner	8	8	2015-1608, 9-1-2015
Microchip on the field	Microchip implant on the field	0	10	
Spay - Female Dogs	under 30lbs	85	85	
Spay - Female Dogs	30-60lbs	125	125	
Spay - Female Dogs	60-100lbs	150	150	
Spay - Female Dogs	over 100lbs	200	200	
Neuter - Male Dogs	under 40lbs	75	75	
Neuter - Male Dogs	over 40-100lbs	100	100	
Neuter - Male Dogs	over 100lbs	150	150	
Neuter - Male Cats	Male Cats	30	30	
Spay - Female Cats	Female Cats	50	50	
Feral Cats	Spay/neuter and vaccinations	20	20	
Grooming License	Grooming License	50	250	2015-1608, 9-1-2015
Pet Store License	Pet Store License	100	250	2015-1608, 9-1-2015
Department store License	Department store License	50	250	2015-1608, 9-1-2015
Kennels with fewer than 10 animals license	Kennels with fewer than 10 animals license	50	250	2015-1608, 9-1-2015
Kennels with 11 to 50 animals license	Kennels with 11 to 50 animals license	75	500	2015-1608, 9-1-2015
Mobile Grooming Unit License	Grooming License for Mobile Unit	0	250	
Performing animals license (temporary)	Performing animals license (temporary)	50	500	2015-1608, 9-1-2015
Petting Zoo (Temporary-per day)	Petting Zoo (Temporary-per day)	50	100	
Circus (temporary)	Circus (temporary)	100	500	2015-1608, 9-1-2015
Dangerous Dog	Registration for dangerous dog	100	100	2015-1608, 9-1-2015
Owner Surrender Fee (New Fee)	Rehoming Fee for Animals	25	25	

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Late Fee Charges	30 Days	38	20	
Late Fee after 30 Days	Monthly Compounded	38	40	
Follow Up Fees	Animal Shelter Licensing Follow Up	52	50	
Miscellaneous-Pet Store License	Technology Fee	25	25	
Miscellaneous-Kennels	Technology Fee	25	25	
Miscellaneous-Grooming	Technology Fee	25	25	
Miscellaneous-Temporary	Technology Fee	5	5	
Miscellaneous-Mobile Unit Grooming	Technology Fee	0	25	
Miscellaneous-Multi-License Business	Technology Fee	25	25	
Miscellaneous	Gift Shop Item	$5.00-$250.00	$5.00-$250.00	
Department Name: B-Metro				
Tickets	Elderly ADA Ticket—20 tickets × booklet	0	0	Researched City Ordinance; did not find an ordinance for this fee
Tickets	Student Fare Ticket—20 tickets × booklet	0	0	Researched City Ordinance; did not find an ordinance for this fee
Tickets	Paratransit Tickets—20 tickets × booklet	0	0	Researched City Ordinance; did not find an ordinance for this fee
Tickets	Daily pass (50% off Students, Seniors, Individuals with Disabilities and Military Veterans) *Children under 6 is free	3	3	Researched City Ordinance; did not find an ordinance for this fee
Tickets	Weekly pass (50% off Students, Seniors, Individuals with Disabilities and Military Veterans) *Children under 6 is free	20	20	Researched City Ordinance; did not find an ordinance for this fee
Tickets	Elderly ADA IDs	5	5	Researched City Ordinance; did not find an ordinance for this fee
Tickets	Student IDs	5	5	Researched City Ordinance; did not find an ordinance for this fee
Tickets	RGV Metro Express ID/Pass	0	0	Researched City Ordinance; did not find an ordinance for this fee
Tickets	STA fee	0	0	Researched City Ordinance; did not find an ordinance for this fee
New Bus Fare Tickets	30 Day Monthly Pass (50% off Students, Seniors, Individuals with Disabilities and Military Veterans) *Children under 6 is free	60	60	Researched City Ordinance; did not find an ordinance for this fee
New Bus Fare Tickets	General Fare (50% off students, seniors, Individuals with Disabilities and Military Veterans) *Children under 6 is free	2	2	Researched City Ordinance; did not find an ordinance for this fee
New Bus Fare Tickets	B Metro Smart Card	5	5	
Parking Garage	Parking Garage monthly fee	55	55	Researched; ordinance not found
Parking Garage	Parking garage daily fee	12	12	Researched; ordinance not found
Parking Garage	Parking garage hourly fee	1	1	Researched; ordinance not found
Parking Garage	Parking garage access replacement card fee	25	25	Researched; ordinance not found
Parking Garage	Parking garage lost ticket fee	15	15	Researched; ordinance not found
Community Room	La Plaza- 1,161 sq ft 8 hours	1065.57	1065.57	
Community Room	La Plaza - 1,161 sq ft per hour fee (minimum 2 hours)	133.21	133.21	
Reception Area	La Plaza - 392 sq ft for 8 hrs	359.78	359.78	

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Reception Area	La Plaza - 392 sq ft per hour fee (minimum 2 hours)	44.97	44.97	
Kitchenet Area	108 sq ft for 8 hours	99.12	99.12	
Kitchenet Area	108 sq ft per hour fee (minimum 2 hours)	12.39	12.39	
Taxi	Chauffer license fee	30	30	Chapter 106, Sec. 152
Taxi	Taxi monthly fee	50	50	Chapter 106, Sec. 106-31
Taxi	Taxi monthly late fee (if paid after the 5th)	25	25	Chapter 106, Sec. 106-31
Taxi	Taxi annual fee $125.00 × vehicle	125	125	Chapter 106, Sec. 106-119
Taxi	Taxi annual fee for additional vehicle $75.00	75	75	Chapter 106, Sec. 106-119
Fee	Capital Recover Fee Program	VARIES BASED ON CALCULATION	ARIES BASED ON CALCULATION	Ordinance #2024-1739
Department Name: Planning & Redevelopment Services				
Electrical Permit	Base electrical fee	40	40	2008-1485 Sec. 18-463
Electrical Permit	Meter loop up to 400 amps	10	10	2008-1485 Sec. 18-463
Electrical Permit	Meter loop 401—1,000 amps	30	30	2008-1485 Sec. 18-463
Electrical Permit	Meter loop 1,001—2,000 amps	50	50	2008-1485 Sec. 18-463
Electrical Permit	Meter loop—Over 2,000 amps	70	70	2008-1485 Sec. 18-463
Electrical Permit	Temporary pole	10	10	2008-1485 Sec. 18-463
Electrical Permit	Circuits—First 42	4	4	2008-1485 Sec. 18-463
Electrical Permit	Circuits—Over 42	2	2	2008-1485 Sec. 18-463
Electrical Permit	Motor (horsepower) up to 10	4	4	2008-1485 Sec. 18-463
Electrical Permit	Motor (horsepower) over 10	20	20	2008-1485 Sec. 18-463
Electrical Permit	Re-inspection	75	75	2008-1485 Sec. 18-463
	Double fees	×2	×2	
Electrical Permit	Working clearance	50	50	2008-1485 Sec. 18-463
Electrical Permit	Temporary pole—Special event	50	50	2008-1485 Sec. 18-463
Electrical Permit	Inspection on carnivals	300	300	2008-1485 Sec. 18-463
Mechanical Permit	Base mechanical fee	40	40	2008-1485 Sec. 18-627
Mechanical Permit	New ac/htg/vent/refg. (1st 4 tons) per ton	12	12	2008-1485 Sec. 18-627
Mechanical Permit	+ New ac/htg/vent/refg. 5—10 tons	6.00	6.00	2008-1485 Sec. 18-627
Mechanical Permit	+ New ac/htg/vent/refg. over 10 tons.	4.00	4.00	2008-1485 Sec. 18-627
Mechanical Permit	Repair/alteration/additions	4	4	2008-1485 Sec. 18-627
Mechanical Permit	Existing systems $10.00 plus	10	10	2008-1485 Sec. 18-627
Mechanical Permit	$4.00 per $1,000.00	4	4	2008-1485 Sec. 18-627
	Inspecting boilers			
Mechanical Permit	33,000 BTU (1 bhp) to 165,000 (5 bhp)	10	10	2008-1485 Sec. 18-627
Mechanical Permit	165,000 BTU (5 bhp) to 330,000 (10 bhp)	10	10	2008-1485 Sec. 18-627
Mechanical Permit	330,001 BTU (10 bhp) to 1,165,000 (52 bhp)	15	15	2008-1485 Sec. 18-627
Mechanical Permit	1,165,000 (52 bhp) to 3,300,000 (98 bhp)	25	25	2008-1485 Sec. 18-627
Mechanical Permit	Over 3,300,000 BTU	35	35	2008-1485 Sec. 18-627
Mechanical Permit	Re-inspection	75	75	2008-1485 Sec. 18-627
	Double fees	×2	×2	
Plumbing Permit	Base plumbing fee	40	40	2008-1485 Sec. 18-659
Plumbing Permit	Fixture/drain/trap	6	6	2008-1485 Sec. 18-659

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Plumbing Permit	House sewer	10	10	2008-1485 Sec. 18-659
Plumbing Permit	House sewer repair	10	10	2008-1485 Sec. 18-659
Plumbing Permit	Water pipe/treatment	10	10	2008-1485 Sec. 18-659
Plumbing Permit	Vacuum breaker/backflow (1st 5)	5	5	2008-1485 Sec. 18-659
Plumbing Permit	Additional	3	3	2008-1485 Sec. 18-659
Plumbing Permit	Re-inspection	50	50	2008-1485 Sec. 18-659
	Double fees			
Plumbing Permit	Plumbing repairs	20	20	2008-1485 Sec. 18-659
Gas Permit	Base gas fee	40	40	2008-1485 Sec. 18-689
	Gas fees (BTUs) by BTUs (British thermal unit)			
Gas Permit	BTUs (0—149,999)	10	10	2008-1485 Sec. 18-689
Gas Permit	BTUs (150,000—249,999)	20	20	2008-1485 Sec. 18-689
Gas Permit	BTUs (250,000—349,999)	30	30	2008-1485 Sec. 18-689
Gas Permit	BTUs (350,000—499,999)	40	40	2008-1485 Sec. 18-689
Gas Permit	BTUs (over 500,00)	50	50	2008-1485 Sec. 18-689
Gas Permit	Re-inspection	60	60	2008-1485 Sec. 18-689
	Double fees	×2	×2	
Building Permit	Base building fee	40	40	2019-1485-C Sec. 18-123
	Residential New Construction			
Building Permit	1—1,450 square feet ($ per sq. ft.)	0.25	0.25	2019-1485-C Sec. 18-123
Building Permit	1,451—3,010 square feet ($ per sq. ft.)	0.27	0.27	2019-1485-C Sec. 18-123
Building Permit	3,011+ square feet ($ per sq. ft.)	0.3	0.3	2019-1485-C Sec. 18-123
	Residential Interior Alterations/Repairs			
Building Permit	Up to 1,000 square feet	60	60	2019-1485-C Sec. 18-123
Building Permit	Over 1,000 square feet	75	75	2019-1485-C Sec. 18-123
	Residential exterior alterations/repairs			
Building Permit	Up to 1,000 square feet	60	60	2019-1485-C Sec. 18-123
Building Permit	Over 1,000 square feet	75	75	2019-1485-C Sec. 18-123
	Commercial Permit			
	Up to $8,000.00 valuation cost			
Building Permit	Base building fee	40	40	2019-1485-C Sec. 18-123
Building Permit	Repairs/alterations or remodeling			
Building Permit	From $1,000.00 - $8,000.00 valuation cost	60	60	2019-1485-C Sec. 18-123
	$8,000.00—$15,000.00 valuation cost			
Building Permit	For the first $8,000.00	60	60	2019-1485-C Sec. 18-123
Building Permit	For each additional $1,000.00	10	10	2019-1485-C Sec. 18-123
	$15,000.00—$100,000.00 valuation cost			
Building Permit	For the first $15,000.00	100	100	2019-1485-C Sec. 18-123
Building Permit	For each additional $1,000.00	5	5	2019-1485-C Sec. 18-123
	$100,000.00—$500,000.00 valuation cost			
Building Permit	For the first $100,000.00	600	600	2019-1485-C Sec. 18-123
Building Permit	For each additional $1,000.00	3	3	2019-1485-C Sec. 18-123
	$500,000.00—$1,000,000.00 valuation cost			

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Building Permit	For the first $500,000.00	1500	1500	2019-1485-C Sec. 18-123
Building Permit	For each additional $1,000.00	1	1	2019-1485-C Sec. 18-123
	Over $1,000,000.00 valuation cost			
Building Permit	For the first $1,000,000.00	2000	2000	2019-1485-C Sec. 18-123
Building Permit	For each additional $1,000.00	1	1	2019-1485-C Sec. 18-123
Sign Permit	Outdoor advertising display			
Sign Permit	Per $1,000.00 of valuation	10	10	2019-1485-C Sec. 18-123
	Certificate of Occupancy			
Certificate of Occupancy	New Commercial	100	100	2008-1485 Sec. 18-124
Certificate of Occupancy	Existing Commercial	100	100	2008-1485 Sec. 18-124
Certificate of Occupancy	Residential (per unit)	50	50	2008-1485 Sec. 18-124
Certificate of Occupancy	Multifamily (per unit)	50	50	2008-1485 Sec. 18-124
Miscellaneous Fees	Reprint permit/certificate of occupancy	50	50	
WCF Permit	**Wireless Communication Facilities/Monopole - New Construction**	2500	2500	Chapter 338 - Telecommunications / UDC Sec. 4.6.9 - Wireless Transmission
WCF Permit	**Wireless Communication Facilities/Monopole - Equipment Upgrade, replacement, repairs**		500	
Miscellaneous Fees	Re-inspection fee	75	75	2019-1485-C Sec. 18-123
Miscellaneous Fees	Moving structure	150	150	2019-1485-C Sec. 18-123
Miscellaneous Fees	Residential enclosures	150	150	2019-1485-C Sec. 18-123
	Window Replacement			
Miscellaneous Fees	1—4 units	70	70	2019-1485-C Sec. 18-123
Miscellaneous Fees	5 units and over	120	120	2019-1485-C Sec. 18-123
Miscellaneous Fees	House leveling	100	100	2019-1485-C Sec. 18-123
	Residential re-roofing			
Miscellaneous Fees	1—1,500 square feet	50	50	2019-1485-C Sec. 18-123
Miscellaneous Fees	501—2,000 square feet	70	70	2019-1485-C Sec. 18-123
Miscellaneous Fees	Over 2,000 square feet	150	150	2019-1485-C Sec. 18-123
Miscellaneous Fees	Residential solar panels	225	225	2019-1485-C Sec. 18-123
Miscellaneous Fees	Residential swimming pool	200	200	2019-1485-C Sec. 18-123
Miscellaneous Fees	Residential swimming pool repair	100	100	new
Miscellaneous Fees	Mobile/manufactured home	50	50	2019-1485-C Sec. 18-123
Miscellaneous Fees	Residential mechanical repairs	60	60	2019-1485-C Sec. 18-123
Miscellaneous Fees	Moving utility structure	75	75	2019-1485-C Sec. 18-123
	Demolition of any structure			
Miscellaneous Fees	Up to 1,000 square feet	100	100	2019-1485-C Sec. 18-123
Miscellaneous Fees	For every additional 500 sq. ft.	25	25	2019-1485-C Sec. 18-123
	Removal of gas/diesel storage/tanks			
Miscellaneous Fees	Each	100	100	2019-1485-C Sec. 18-123
Miscellaneous Fees	For each additional	50	50	2019-1485-C Sec. 18-123
	Plan checking fees			
	Commercial & Multifamily			
Miscellaneous Fees	3 units or more	0.5	0.5	2019-1485-C Sec. 18-123

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
~~Miscellaneous Fees~~	~~5 units or more~~	of permit	of permit	~~2019-1485-C Sec. 18-123~~
Miscellaneous Fees	Residential	50	50	2019-1485-C Sec. 18-123
Miscellaneous Fees	Lost permit/certificate of occupancy	50	50	2019-1485-C Sec. 18-123
Miscellaneous Fees	Flood zone verification	10	10	2019-1485-C Sec. 18-123
Miscellaneous Fees	Curb cut/driveway permit	40	40	2019-1485-C Sec. 18-123
Miscellaneous Fees	Per each linear feet	1	1	2019-1485-C Sec. 18-123
Miscellaneous Fees	Sidewalk permit	40	40	2019-1485-C Sec. 18-123
Miscellaneous Fees	Per each square foot	0.25	0.25	2019-1485-C Sec. 18-123
Miscellaneous Fees	Inspections - After Hour	0	300	
	Historic Preservation			
Historic Preservation Regulation	*Demolition of Historic Buildings (Based on approved replacement plan square footage)(contributing, red and orange). Main structure.*			
Historic Preservation Regulation	0-2,500 sq. ft.	2000	2000	UDC 4.2.5.G.6
Historic Preservation Regulation	2,501-10,000 sq. ft.	5000	5000	UDC 4.2.5.G.6
Historic Preservation Regulation	10,001-25,000 sq. ft.	10000	10000	UDC 4.2.5.G.6
Historic Preservation Regulation	25,001-50,000 sq. ft.	20000	20000	UDC 4.2.5.G.6
Historic Preservation Regulation	Over 50,000 sq. ft.	30000	30000	UDC 4.2.5.G.6
Historic Preservation Regulation	**Demolition / Relocation Review for Accessory Building only**	0	50	N/A
Historic Preservation Regulation	**Administrative COA**			
Historic Preservation Regulation	Certificate of Appropriateness (Residential)	0	0	N/A
Historic Preservation Regulation	Certificate of Appropriateness (Commercial)	0	50	N/A
Historic Preservation Regulation	Work Started prior receiving a COA	0	500	N/A
Historic Preservation Regulation	Building permit application within the NRHD (Residential)	0	0	N/A
Historic Preservation Regulation	Building permit application within the NRHD (Commercial)	0	75	N/A
Historic Preservation Regulation	Historic Sign Review	0	50	N/A
Historic Preservation Regulation	**Historic Preservation Commission Processing Fees**			Approved by Historic Preservation Commission
Historic Preservation Regulation	Certificate of Appropriateness (Residential)	0	50	N/A
Historic Preservation Regulation	Certificate of Appropriateness (Commercial)	0	100	N/A
Historic Preservation Regulation	Work Started prior receiving a COA	0	1000	N/A
Historic Preservation Regulation	Building permit application within the NRHD (Residential)	0	100	N/A
Historic Preservation Regulation	Building permit application within the NRHD (Commercial)	0	150	N/A
Historic Preservation Regulation	Historic Sign Review	0	100	N/A
Historic Preservation Regulation	**Tax Exemption Designation (first time designation)**	0	100	N/A
Historic Preservation Regulation	**Determination of non-contributing status (valid for two (2) years)**	0	100	N/A
Zoning Permit	Annexation Request Fee	250	250	2010-235.79
	Major Subdivision—Residential			

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Zoning Permit	0 to 1 Acre	500	500	2010-235.79
Zoning Permit	1 to 10 Acres	1000	1000	2010-235.79
Zoning Permit	10 and Up Acres	2000	2000	2010-235.79
Zoning Permit	**Major Subdivision—Commercial/Multifamily**			2010-235.79
Zoning Permit	0 to 1 Acre	500	500	2010-235.79
Zoning Permit	1 to 10 Acres	1000	1000	2010-235.79
Zoning Permit	10 and Up Acres	2000	2000	2010-235.79
	Minor Subdivision—Residential			
Zoning Permit	0 to 1 Acre	350	350	2010-235.79
Zoning Permit	1 to 5 Acres	500	500	2010-235.79
Zoning Permit	5 to 10 Acres	1000	1000	2010-235.79
Zoning Permit	10 and Up Acres	1500	1500	2010-235.79
	Minor Subdivision—Commercial/Multifamily			2010-235.79
Zoning Permit	0 to 1 Acre	350	350	2010-235.79

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Zoning Permit	1 to 5 Acres	500	500	2010-235.79
Zoning Permit	5 to 10 Acres	1000	1000	2010-235.79
Zoning Permit	10 and Up Acres	1500	1500	2010-235.79
Zoning Permit	**Master Development Plans**	500	500	2010-235.79
	Planned Development Plan Fee			
Zoning Permit	0 to 1 Acre	750	0	2010-235.79
Zoning Permit	1 to 5 Acres	1000	0	2010-235.79
Zoning Permit	5 to 10 Acres	1250	0	2010-235.79
Zoning Permit	10 and Up Acres	1750	0	2010-235.79
Zoning Permit	Amending Plat	375	375	2010-235.79
Zoning Permit	Appeals	300	300	2010-235.79
Zoning Permit	Subdivision Ordinance	50	50	2010-235.79
Zoning Permit	Determination Certificate — 1995 Rule	300	300	2010-235.79
Zoning Permit	Determination Certificate — 5-Acre Rule	500	500	2010-235.79
Zoning Permit	Repeat Screening	0	0	2010-235.79
Zoning Permit	Postponement of Plat Public Hearing	0	0	2010-235.79
Zoning Permit	Subdivision Ordinance	0	0	2010-235.79
	Subdivision Park Fee (206)			
	Residential			
Zoning Permit	Per Dwelling Unit	500	500	UDC 5.2.3.E
	Commercial Park Fee			
Zoning Permit	Per Subdivided Acre	2000	2000	UDC 5.2.3.E
	Zoning Application—Residential			
Zoning Permit	0 to 1 Acre	500	500	UDC 2020-235.95 Updated Adopting Ordinance
Zoning Permit	1 to 10 Acres	750	750	UDC 2020-235.95 Updated Adopting Ordinance
Zoning Permit	10 and Up Acres	1250	1250	UDC 2020-235.95 Updated Adopting Ordinance
	Zoning Application—Commercial/Multifamily			UDC 2020-235.95 Updated Adopting Ordinance
Zoning Permit	0 to 1 Acre	750	750	UDC 2020-235.95 Updated Adopting Ordinance
Zoning Permit	1 to 5 Acres	1000	1000	UDC 2020-235.95 Updated Adopting Ordinance
Zoning Permit	5 to 10 Acres	1250	1250	UDC 2020-235.95 Updated Adopting Ordinance

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Zoning Permit	10 and Up Acres	1750	1750	UDC 2020-235.95 Updated Adopting Ordinance
Zoning Permit	**Specific Use Application—Single Family**			UDC 2020-235.95 Updated Adopting Ordinance
Zoning Permit	0 to 1 Acre	500	500	UDC 2020-235.95 Updated Adopting Ordinance
Zoning Permit	1 to 10 Acres	750	750	UDC 2020-235.95 Updated Adopting Ordinance
Zoning Permit	10 and Up Acres	1250	1250	UDC 2020-235.95 Updated Adopting Ordinance
	Specific Use Permit—Commercial/Multi-family			UDC 2020-235.95 Updated Adopting Ordinance
Zoning Permit	0 to 1 Acre	750	750	UDC 2020-235.95 Updated Adopting Ordinance
Zoning Permit	1 to 5 Acres	1000	1000	UDC 2020-235.95 Updated Adopting Ordinance
Zoning Permit	5 to 10 Acres	1250	1250	UDC 2020-235.95 Updated Adopting Ordinance
Zoning Permit	10 and Up Acres	1750	1750	UDC 2020-235.95 Updated Adopting Ordinance
Zoning Permit	0 to 1 Acre	750	750	UDC 2020-235.95 Updated Adopting Ordinance
Zoning Permit	1 to 5 Acres	1000	1000	UDC 2020-235.95 Updated Adopting Ordinance
Zoning Permit	5 to 10 Acres	1250	1250	UDC 2020-235.95 Updated Adopting Ordinance
Zoning Permit	10 and Up Acres	1750	1750	UDC 2020-235.95 Updated Adopting Ordinance
Zoning Permit	Zoning Ordinance	50	50	2010-235.79
Zoning Permit	Zoning Verification	50	50	2010-235.79
Zoning Permit	Zoning Analysis	500	500	2010-235.79
Zoning Permit	Digital Maps (15 linear foot)	1.00 to $44.00	1.00 to $44.00	2010-235.79
Zoning Permit	Class "L" Permit Fee For Arcades	0	0	2010-235.79
	Class "W" Applications			
Zoning Permit	Wet Store	0	0	2010-235.79
Zoning Permit	Wet Restaurant	0	0	2010-235.79
Zoning Permit	Liquor Store	0	0	2010-235.79
Zoning Permit	Bars	0	0	2010-235.79
	Conditional Use Permit			
	Wet Stores			
Zoning Permit	Less than 500 sq. ft.	0	0	2010-235.79
Zoning Permit	More than 500 sq. ft.	0	0	2010-235.79
	Wet Restaurant			
Zoning Permit	Less than 750 sq. ft.	0	0	2010-235.79
Zoning Permit	More than 750 sq. ft.	0	0	2010-235.79
Zoning Permit	Liquor Store	2500	2500	2010-235.79

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Zoning Permit	Bars	4000	4000	2010-235.79
	Removal of Illegal Signs Within Right-of-Way (all provisional lightweight signs-all types)			
Sign Regulation	1st Violation	N/A	1000	2025-235.120
Sign Regulation	2nd Violation	N/A	2500	2025-235.120
Sign Regulation	3rd Violation	N/A	5000	2025-235.120
	Sign Permit Fees			
Sign Permit	Into the public right-of-way shall apply for and includes first inspection	200	200	2006-142A
Sign Permit	Annual inspection fee	100	0	2006-142A
Sign Permit	Non-refundable processing fee	50	50	2006-142A
Sign Permit	Banners	15	15	2006-142A
Sign Permit	All other non-illuminated signs	25	25	2006-142A
Sign Permit	Electrical signs	50	50	2006-142A
Sign Permit	Billboard signs	200	200	2006-142A
Registration	**Sign Contractor Registration Fees**			
Registration	Non-illuminated sign contractors — 1st year	50	0	2006-1452-A
Registration	Non-illuminated sign contractors — Renewal	25	0	2006-1452-A
Registration	Electrical sign contractors — 1st year	100	0	2006-1452-A
Registration	Electrical sign contractors — renewal	50	0	2006-1452-A
Registration	Electrical sign service contractor — 1st year	100	0	2006-1452-A
Registration	Electrical sign service contractor — Renewal	50	0	2006-1452-A
Registration	Billboard sign contractor — 1st year	200	0	2006-1452-A
Registration	Billboard sign contractor — Renewal	100	0	2006-1452-A
Registration	**General Contractors**			
Registration	General Contractors registration fee	250	250	2008-1485
Registration	General Contractors registration renewal fee	250	250	2008-1485
	Multifamily Housing Inspection Program Fees			
License	Annual registration fee $50.00 plus $12.00 per additional unit (3 units or more)	50	50	2012-670-F
License	Re-inspection fee	75	75	2012-670-F
	Network/Pole			
License	New node support per pole	1000	1000	2018-1387-C
License	Network nodes up to 5 in an application	500	500	2018-1387-C
License	Per additional network node included in an application	250	250	2018-1387-C
License	Service per year per pole	20	20	2018-1387-C
License	Per network node per year; allows ½ CPI escalation per year after 60-day written notice	250	250	2018-1387-C
License	wireline transport facilities per month on a per network node basis	28	28	2018-1387-C
License	Loan—Business	100	100	2010-1520

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Miscellaneous Fees	Board of Adjustments fee	750	750	TX Code of Ordinances Sec. 348-61 No. 235.3
Miscellaneous Fees	Plan Review Scaning Fee per Page - Size up to 11x17	5	5	
Miscellaneous Fees	Plan Review Scaning Fee per Page - Size over 11x17	25	25	
Event Permit	Market Square Plaza Rental Fee	.18 per sq.ft.	.18 per sq.ft.	To be be included in Sec. 2-434. - Master fee schedule if approved
Miscellaneous Fees - C-Accessory Structure	Technology Fee	50	50	
Miscellaneous Fees - C-Addition	Technology Fee	50	250	
Miscellaneous Fees - C-Alteration	Technology Fee	250	250	
Miscellaneous Fees - C-Demolition	Technology Fee	250	250	
Miscellaneous Fees - C-Electrical	Technology Fee	25	25	
Miscellaneous Fees - C-Gas	Technology Fee	25	25	
Miscellaneous Fees - C-Irrigation	Technology Fee	25	25	
Miscellaneous Fees - C-New Construction	Technology Fee	250	250	
Miscellaneous Fees - C-Mechanical	Technology Fee	25	25	
Miscellaneous Fees - C-Plumbing	Technology Fee	25	25	
Miscellaneous Fees - C-Repairs	Technology Fee	50	50	
Miscellaneous Fees - C-Roofing	Technology Fee	50	50	
Miscellaneous Fees - C-Site Development	Technology Fee	50	250	
Miscellaneous Fees - Communication Towers	Technology Fee	250	250	
Miscellaneous Fees - Mobile Structure Relocation	Technology Fee	50	50	
Miscellaneous Fees - Multifamily (Apartments)	Technology Fee	250	250	
Miscellaneous Fees - R-Accessory Dwelling Unit	Technology Fee	25	25	
Miscellaneous Fees - R-Acccessory Structure	Technology Fee	25	25	
Miscellaneous Fees - R-Addition	Technology Fee	25	25	
Miscellaneous Fees - R-Alteration	Technology Fee	25	25	
Miscellaneous Fees - R-Demolition	Technology Fee	25	25	
Miscellaneous Fees - R-Electrical	Technology Fee	25	25	
Miscellaneous Fees - R-Gas	Technology Fee	25	25	
Miscellaneous Fees - R-Irrigation	Technology Fee	25	25	
Miscellaneous Fees - R-Mechanical	Technology Fee	25	25	
Miscellaneous Fees - R-Moving	Technology Fee	25	25	
Miscellaneous Fees - R-New	Technology Fee	100	100	
Miscellaneous Fees - R-Plumbing	Technology Fee	25	25	
Miscellaneous Fees - R-Pool	Technology Fee	25	50	
Miscellaneous Fees - R-Repairs	Technology Fee	25	25	
Miscellaneous Fees - R-Roofing	Technology Fee	25	25	
Miscellaneous Fees - R-Solar	Technology Fee	25	25	
Miscellaneous Fees - C-Moving	Technology Fee	50	50	

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Miscellaneous Fees - C-Certificate of Occupancy	Technology Fee	25	25	
Miscellaneous Fees - C-Pool	Technology Fee	50	250	
Miscellaneous Fees - C-Solar	Technology Fee	50	250	
Miscellaneous Fees - R-Site Development	Technology Fee	25	25	
Miscellaneous Fees - R-Duplex	Technology Fee	100	100	
Miscellaneous Fees - Signs	Technology Fee	25	25	
Miscellaneous Fees - Subdivisions	Technology Fee	0	250	
Miscellaneous Fees - Zoning Processes	Technology Fee	0	150	
Miscellaneous Fees - Zoning Verification Letter	Technology Fee	0	75	
	Downtown Fees			
Market Square Rental	Market Square Rental Day Time Rental (8am - 5pm) [Monday - Thursday]	300	300	
Market Square Rental	Market Square Rental Day Time Rental Additional Hours (8am - 5pm) [Monday - Thursday]	150	150	
Market Square Rental	Market Square Rental Day Time Rental (8am - 5pm) [Friday - Sunday]	500	500	
Market Square Rental	Market Square Rental Day Time Rental Additional Hours (8am - 5pm) [Friday - Sunday]	300	300	
Market Square Rental	Market Square Rental Evening Rentals (5pm - 11pm) [Monday - Thursday]	1500	1500	
Market Square Rental	Market Square Rental Evening Rentals (5pm - 11pm) [Friday - Sunday]	2000	2000	
Miscellaneous Fee - Damage	Damage Deposit required in addition to Rental Fee(s)	500	500	
Miscellaneous Fee - Set up	Set up fee outside working hours	50	50	
Miscellaneous Fee - Extension	Extension beyond contracted rental time	400	400	
Vendor Fee - First Friday	Downtown Brownsville Brick-and-Mortar Business Vendor Fee at Market Square	50	0	Vendor and Commission Input
Vendor Fee - First Friday	Non-Downtown Brownsville Brick-and-Mortar Business Vendor Fee at Market Square	50	50	Vendor and Commission Input
Vendor Fee - First Friday	Downtown Brownsville Brick-and-Mortar Business Vendor Fee Outside Market Square	50	0	Vendor and Commission Input
Vendor Fee - First Friday	Non-Downtown Brownsville Brick-and-Mortar Business Vendor Fee Outside Market Square	50	25	Vendor and Commission Input
Vendor Fee - First Friday	First Friday Event T-Shirt	0	30	Vendor and Commission Input
Department Name: Brownsville's UDC- Section 5.2.3(G) Fees				

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Commerical Development Fee	Section 5.2, which covers parkland dedication and the fee in-lieu-of	2000	2000	
Department Name: (PARD) Sports Park				
Rental Fees	Lights, All Locations —Per Field—Per Hour	$250.00	$0.00	2009-898 Sec. 74-17
Rental Fees	Mobile Stage Rental	0	$500.00	
Rental Fees	PA System (Speaker & Micrphone)	0	$100.00	
Rental Fees	Championship Field Windscreen - per 8'X8' Panel	$100.00	$100.00	2009-898 Sec. 74-17
Rental Fees	Championship Field Windscreen - Short Side (~32 panels -260')	$3,000.00	$3,000.00	2009-898 Sec. 74-17
Rental Fees	Championship Field Windscreen - Long Side (~43 panels - 350')	$4,000.00	$4,000.00	2009-898 Sec. 74-17
Rental Fees	Vendor Fee - Depending on the Event scope/capacity (City Events)	$150 -$250	$150 -$250	2009-898 Sec. 74-17
Rental Fees	Refundable Deposit for Vendors	$50.00	$50.00	
Rental Fees	Additional Staff Fee Per hour	$18.00	$25.00	2009-898 Sec. 74-17
Rental Deposit	% 25 of total cost rental for deposit	$0.25	$0.25	2009-898 Sec. 74-17
Rental Fees	Golf Cart Rental per-cart /per-day	0	$50.00	
Rental Fees	Outdoor Basketball, per hour, per court	$20.00	$20.00	2009-898 Sec. 74-17
Sponsorship/Advertisement				
Rental Fees	Seasonal—3-month period	$300.00	$0.00	2009-898 Sec. 74-17
Rental Fees	Full Year, per banner	$900.00	$900.00	2009-898 Sec. 74-17
Rental Fees	Pole Banner Set of 6 - Seasonal (3 months)	$500.00	$500.00	2009-898 Sec. 74-17
Rental Fees	Pole Banner Set of 6 - Year - per set	$1,400.00	$1,400.00	2009-898 Sec. 74-17
Rental Fees	Banner - MSF, Turf, Softball	$250 per 3 months	$500 per 3 months	
Rental Fees	Red Barricade Advertising - per barricade, per month	$150.00	$150.00	2009-898 Sec. 74-17
Rental Fees	Red Barricade Advertising - per barricade, per day	$10.00	$20.00	2009-898 Sec. 74-17
Parking Fee	Dirt - range based on the event scope/capacity	$5-$9	$10.00	2009-898 Sec. 74-17
Parking Fee	Special Event / VIP - ranged based on the event scope/capacity	$10 -$20	$10 -$20	2009-898 Sec. 74-17
Rental Fees	Digital Scoreboard - amount determined as per contract agreement	$100-$50,000	$1,000-$50,000	2009-898 Sec. 74-17
Rental Fees	Digital Scoreboard Surrounds Ads- amount determined as per contract agreement	$10,000-$50,000	$2,000-$50,000	2009-898 Sec. 74-17
Rental Fees	Sports Equipment Package (a la carte selection) - based on selected package items	$20 - $500	$20 - $500	2009-898 Sec. 74-17
Drop In Rate	open gym, training, gym - per person	$3.00	$3.00	2009-898 Sec. 74-17
Rental Fees	BMX - 4 Hours	$150.00	$150.00	2009-898 Sec. 74-17
Softball/Baseball Rental Fees				
Rental Fees	Individual Field—Hourly (Practice Only) No Marked Lines	$45.00	$40.00	2009-898 Sec. 74-17
Rental Fees	Individual Field - Hourly (Practice Only) Marked	$50 Resident/$60 NonResident	$60.00	
Rental Fees	Individual Field—Hourly (Games)	$100.00	$100.00	2009-898 Sec. 74-17
Rental Fees	Tournament Fees—Softball/Baseball - Daily	$450.00	$1,000.00	2009-898 Sec. 74-17
Rental Fees	Concessions (Weekend Tournaments - If Chosen)	) Day Resident/$350 Day Non Resident	$300.00	
Multisport Fields Complex Rental Fees				
Rental Fees	Full Size MS Field—Hourly (Practice Only) No Marked Lines	$45.00	$50.00	2009-898 Sec. 74-17
Retal Fees	Full Size MS Field - Hourly (Practice Only) Marked	$50 Resident/$60 Non Resident	$60.00	
Rental Fees	Full Size MS Field—Games (2 hrs.)	$100.00	$100.00	2009-898 Sec. 74-17
Tournament Fees—MSF Per Field *price will vary based on number of Fields Rented				

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Rental Fees	MS Field—Per Field (Tournament)	$150.00	$200.00	2009-898 Sec. 74-17
Rental Fees	Full Size MS Youth Sized Field—Per Field (Tournament)	$200.00	$0.00	2009-898 Sec. 74-17
Rental Fees	Concessions (Weekend Tournaments - If Chosen)	0 Day Resident/$350 Day NonResider	$600.00	
Artificial Turf Field Rental Fees				
Rental Fees	Hourly—Practice	$60.00	$60.00	2009-898 Sec. 74-17
Rental Fees	Hourly (up to 6 hours)—Games/Scrimmages Visitor Seating Only	$150.00	$175.00	2009-898 Sec. 74-17
Rental Fees	Visitor Seating - All Day Event	$1,500 Resident/$2000 NonResident	$1,500.00	
Rental Fees	Hourly (up to 6 hours)—Games/Scrimmages Stadium Seating	$250.00	$300.00	2009-898 Sec. 74-17
Rental Fees	Stadium Seating - All Day Event	$2,500 Resident/$3,000 NonResident	$3,000.00	
Rental Fees	Full Stadium Seating—All day Event (6+ hours)	$3,000.00	$3,500.00	2009-898 Sec. 74-17
Rental Fees	Locker Rooms	$75 Resident/$80 NonResident	$75.00	2009-898 Sec. 74-17
Rental Fees	Scoreboard Rental	$100.00	$100.00	2009-898 Sec. 74-17
Rental Fees	Partial Park Exclusive Use Fee	$1,500.00	$1,500.00	2009-898 Sec. 74-17
Rental Fees	Open 42 Acres (w/ other BSP Facility rentals)	$1,500.00	$1,500.00	2009-898 Sec. 74-17
Rental Fees	Exclusive Park Use Fee (no other BSP facility rental)	$2,500.00	$3,500.00	2009-898 Sec. 74-17
Dome Rental Fees				
Rental Fees	Full Dome Rental (No Equipment) - hourly	$100 Resident/$125 Non Resident	100 Resident/$125 Non Resident	
Rental Fees	Deposit for Hourly Rate	$0.00	$50.00	
Rental Fees	Tournament Rate (12 Hour Block)	$750.00	$850.00	
Rental Fees	Deposit for Tournament Rate	$0.00	$150.00	
Rental Fees	Additional Hours	$0.00	$100.00	
BSP Walking Trail & Pavilion				
Rental Fees	Bike/Run/Walk Races—w/Pavilion 4 HRS	$400 Resident/$500 NonResident	400 Resident/$500 NonResident	2009-898 Sec. 74-17
Rental Fees	Bike/Run/Walk Races—Full Shut down of BSP	$2500 Resident/$3,000 Non Resident	0 Resident/$3,000 Non Resident	2009-898 Sec. 74-17
Rental Fees	Race Clock Rental	50	50	2009-898 Sec. 74-17
Rental Fees	Traffic Cone Rental (per cone)	0	0	2009-898 Sec. 74-17
Rental Fees	Traffic Cone Deposit (not refunded after 1st cone lost/damaged)	0	0	2009-898 Sec. 74-17
Rental Fees	Traffic Cone Replacement Fee (every cone lost/damaged after 1st)	0	0	2009-898 Sec. 74-17
Rental Fees	Traffic Barricade Rental (per barricade)	10	10	2009-898 Sec. 74-17
Rental Fees	BSP Staff Setup	$150 Flat Rate	$150 Flat Rate	
Other Facilities				
Rental Fees	Basketball Court—Hourly Rental	$20 Resident/$30 NonResident Hourly	30	2009-898 Sec. 74-17
Rental Fees	Outdoor Basketball Courts - Tournament	$400 Resident/$500 NonResident	400	
Rental Fees	Sand Volleyball Court—Daily Rental	$350.00	350	2009-898 Sec. 74-17
Rental Fees	Sand Volleyball Court - BOUNDARY LINES	$50.00	50	2009-898 Sec. 74-17
Rental Fees	Sand Volleyball Court Tournament (8 hrs)	$350 Resident/$400 NonResident	400	
Rental Fees	Skate Park - Half Day	$150 Resident/$200 NonResident	200	
Rental Fees	Skate Park—Daily Rental	$250 Resident/$300 NonResident	300	2009-898 Sec. 74-17
Rental Fees	North Pavilion - (By Sand Volleyball) 4 hours, $75 each additional hour	$250.00	150	2009-898 Sec. 74-17
Rental Fees	South Pavilion - (By Playground) 4 hours, $75 each additional hour	Residents/$100 NonResidents Hourly	250	

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Banner Sponsorship				2009-898 Sec. 74-17
Rental Fees	Seasonal—3-month period	300	300	2009-898 Sec. 74-17
Rental Fees	Full Year, per banner	900	900	2009-898 Sec. 74-17
Registration Fees				
Registration Fees	Softball League—Adult	350	350	2009-898 Sec. 74-17
Registration Fees	Volleyball League—Adult	350	350	2009-898 Sec. 74-17
Registration Fees	Flag Football—Adult	350	350	2009-898 Sec. 74-17
Registration Fees	Junior/Adult Coed Sand Volleyball	350	350	
Registration Fees	Late Registration Fee—ALL LEAGUES	75	75	2009-898 Sec. 74-17
Department Name: Brownsville South Padre Island International Airport				
	Motor Vehicle Parking Fee Schedule			
Short Term Lot	0-30 minutes	0	0	2024-1734-A Chapter 14 (0 to 7 days waived fees for veterans, with govt ID)
Short Term Lot	31-60 minutes	1.5	1.5	2024-1734-A Chapter 14 (0 to 7 days waived fees for veterans, with govt ID)
Short Term Lot	Each Additional Hour	2	2	2024-1734-A Chapter 14 (0 to 7 days waived fees for veterans, with govt ID)
Short Term Lot	Maximum daily rate	12	12	2024-1734-A Chapter 14 (0 to 7 days waived fees for veterans, with govt ID)
Long Term Lot	0-30 minutes	0	0	2024-1734-A Chapter 14 (0 to 7 days waived fees for veterans, with govt ID)
Long Term Lot	31-60 minutes	2	2	2024-1734-A Chapter 14 (0 to 7 days waived fees for veterans, with govt ID)
Long Term Lot	Each Additional Hour	2	2	2024-1734-A Chapter 14 (0 to 7 days waived fees for veterans, with govt ID)
Long Term Lot	Maximum daily rate	8	8	2024-1734-A Chapter 14 (0 to 7 days waived fees for veterans, with govt ID)
Parking	Corportate Reserve Parking Fee/Monthly	150	150	2024-1734-A Chapter 14
Parking	Lost Ticket	0	50	
Luggage	Lugage Cart	$3/with 0.50 return	$3/with 0.50 return	2024-1734-A Chapter 14
Air Starter Rental	Air Starter Rental per use	50	50	
	Badging Fees Schedule			
Badging	New Badge	80	80	Based on material and background check cost
Badging	Annual Badge Renewal	20	20	Based on material and background check cost
Badging	Damaged Badge Replacement	20	20	Based on material and background check cost
Badging	Lost Badge Replacement	100	100	Based on material and background check cost
Badging	Lost Employee Parking Card Replacement	50	50	Based on material and background check cost
Badging	Fine - No badge return	100	100	Airport badge application states that the badge is property of the airport and must be surrender upon termination of employment. If not returned the fine will be charged
Badging	New Key Issue	10	10	Based on material cost

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Badging	Re-Keying Door, per core	50	50	Based on material cost
Badging	Re-Keying Door, per key	10	10	Based on material cost
Conference Room Rental	4 Hours	35	35	Researched City Ordinance; did not find an ordinance for this fee
	Signatory Landing Fee Schedule			
Landing Fees	4,000 lbs. or less a minimum fee of	PER AUA (Airport confirming with Legal)	A (Airport confirming with Legal)	2024-1734-A Chapter 14
Landing Fees	Over 4,000 lbs. fee per 1,000 lbs.	PER AUA (Airport confirming with Legal)	A (Airport confirming with Legal)	2024-1734-A Chapter 14
	Non-Signatory Landing Fee Schedule			
Landing Fees	4,000 lbs. or less a minimum fee of	0	0	2024-1734-A Chapter 14
Landing Fees	4,001 lbs. fee per 1,000 lbs.	0.68	0.68	2024-1734-A Chapter 14
	Non-Signatory Cargo Ramp Fee Schedule			
Cargo Ramp Fee	Less than 12,500 lbs. GLW	5	5	Researched City Ordinance; did not find an ordinance for this fee
Cargo Ramp Fee	12,500 lbs. to 49,000	10	10	Researched City Ordinance; did not find an ordinance for this fee
Cargo Ramp Fee	50,000 lbs. to 99,999 lbs. GLW	15	15	Researched City Ordinance; did not find an ordinance for this fee
Cargo Ramp Fee	100,000 lbs. GLW and above	20	20	Researched City Ordinance; did not find an ordinance for this fee
	Non-Signatory Passenger Terminal Fees			
Passenger Terminal Fee	Terminal Use Fee	200	200	Researched City Ordinance; did not find an ordinance for this fee
Passenger Terminal Fee	Federal Inspection Facility Fee per deplaned	0.75	0.75	Researched City Ordinance; did not find an ordinance for this fee
Passenger Terminal Fee	Loading Bridge Use Fee per operation	9	9	Researched City Ordinance; did not find an ordinance for this fee
	Fuel Flowage Fee Schedule			
Fuel Flowage Fee	Fuel Flowage Fee per Gallon	0.06	0.06	Chapter 14-127
	Land Lease Schedule			
Land Lease Rate	Annual Aeronautical Land Rate	$0.18 per square foot	$0.18 per square foot	Airport Appraisal Document
Land Lease Rate	Annual Non-Aeronautical Land Rate	$0.18 per square foot	$0.18 per square foot	Airport Appraisal Document
	Vehicles for Hire Fee Schedule			
Vehicles for Hire Fee	Monthly Taxi Fee	25	25	Pending ordinance #
Vehicles for Hire Fee	Transportation Network Companies Fee per trip	2	1	Pending ordinance #
Vehicles for Hire Fee	Peer-to-peer Ride Share Companies Fee per trip	11% per gross sales	11% per gross sales	Pending ordinance #
Vehicles for Hire Fee	Charter Vehicles (Shuttles) Fee per passenger	2	2	Pending ordinance #
Department Name: CVB				
Permit	Short Term Rental	$ 50.00	$ 50.00	Ordinance # 2024-1760
Miscellaneous Fees	BTX Silver (Word Logo Brownsville Texas) Tumblers - 16oz	$ 25.00	$ 25.00	Based on product cost and POS fees/ 20% City Employee Discount and 20% Holiday Discount
Miscellaneous Fees	BTX Red Icons Tumbler - 16oz	$ 25.00	$ 25.00	Based on product cost and POS fees/ 20% City Employee Discount and 20% Holiday Discount

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Miscellaneous Fees	BTX Texas Tumbler -16oz	$ 25.00	$ 25.00	Based on product cost and POS fees/ 20% City Employee Discount and 20% Holiday Discount
Miscellaneous Fees	Caps	$ 25.00	$ 25.00	Based on product cost and POS fees/ 20% City Employee Discount and 20% Holiday Discount
Miscellaneous Fees (REMOVE FROM INVENTORY)	Short Sleeve Red BTX Logo T-Shirt	$ 20.00	0	Based on product cost and POS fees/ 20% City Employee Discount and 20% Holiday Discount
Miscellaneous Fees	BTX Tote Bag LARGE	$ 30.00	$ 20.00	Based on product cost and POS fees/ 20% City Employee Discount and 20% Holiday Discount
Miscellaneous Fees	Canvas Tote Bags	$ 20.00	$ 20.00	Based on product cost and POS fees/ 20% City Employee Discount and 20% Holiday Discount
Miscellaneous Fees (REMOVE FROM INVENTORY)	Umbrella	$ 8.00	0	Based on product cost and POS fees/ 20% City Employee Discount and 20% Holiday Discount
Miscellaneous Fees	YOUTH T-shirts (XS,S,M,L,XL)	$ 20.00	$ 15.00	Based on product cost and POS fees/ 20% City Employee Discount and 20% Holiday Discount
Miscellaneous Fees (REMOVE FROM INVENTORY)	YOUTH Icon T-Shirt (Red Icon)	$ 20.00	0	Based on product cost and POS fees/ 20% City Employee Discount and 20% Holiday Discount
Miscellaneous Fees	ADULT T-shirts (XS,S,M,L,XL,2XL)	$ 20.00	$ 20.00	Based on product cost and POS fees/ 20% City Employee Discount and 20% Holiday Discount
Miscellaneous Fees (REMOVE FROM INVENTORY)	ADULT Texas T-shirt (Texas Design)	$ 20.00	0	Based on product cost and POS fees/ 20% City Employee Discount and 20% Holiday Discount
Miscellaneous Fees	Mugs	New item	$ 25.00	Based on product cost and POS fees/ 20% City Employee Discount and 20% Holiday Discount
Miscellaneous Fees	Kids T-Shirts (XS,S,M,L,XL)	New item	$ 10.00	Based on product cost and POS fees/ 20% City Employee Discount and 20% Holiday Discount
Miscellaneous Fees	Lapel Pins	New item	$ 3.00	Based on product cost and POS fees/ 20% City Employee Discount and 20% Holiday Discount
Space Fest Vendor Registration Fees	Artisan Vendor	New item	$ 35.00	
Space Fest Vendor Registration Fees	Food Vendor or Cottage Law	New item	$ 75.00	
Space Fest Vendor Registration Fees	Food Truck	New item	$ 175.00	
Miscellaneous Fees	Patches	New item	$ 10.00	Based on product cost and POS fees/ 20% City Employee Discount and 20% Holiday Discount
Miscellaneous Fees	Jackets	New item	$ 75.00	Based on product cost and POS fees/ 20% City Employee Discount and 20% Holiday Discount
Miscellaneous Fees	Magnets	New item	$ 7.00	Based on product cost and POS fees/ 20% City Employee Discount and 20% Holiday Discount
Miscellaneous Fees	Sticker Packets	New item	$ 8.00	Based on product cost and POS fees/ 20% City Employee Discount and 20% Holiday Discount
Department Name: CMD				
B-Roll Footage Requests	1 minute of raw video/interview clips	100	100	
Photo requests	High resolution single image	25	25	

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
**The City Manager or her designee may waive 100% of the Parks and Recreation facility fees, including Parks, the Event Center, and the Sports Park ("Facility Fees"), for City-sponsored or co-sponsored events that are for employees of the City or that are open to the public at no charge. The City Manager or her designee may reduce Parks and Recreation Facility Fees by 25% for non-profits if the use is found to serve a public purpose and sufficient safeguards are in place to ensure that public purpose is achieved. All other Parks and Recreation Facility Fees may be reduced by 50% if the use is found to serve a public purpose and sufficient safeguards are in place to ensure that public purpose is achieved.*				

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Will Trevino, City Attorney, Alan Guard, City Manager, Daniel Leal, Director Planning & Redevelopment Services
Date:	Tuesday, September 1, 2026
Agenda #:	Public Hearing and **ACTION** on **FIRST** of **THREE PUBLIC HEARINGS** on imposing a temporary moratorium on the acceptance, processing, and approval of applications for High-Intensity Data Processing Facilities, Event Centers, Private Game Clubs, Automotive Quick Lube Facilities, and Self-Storage Facilities within the City of Brownsville and its extraterritorial jurisdiction, pursuant to Texas Local Government Code §§ 212.131–212.139; and **ACTION** on **Resolution Number 2026-121** directing the City Manager to initiate the process to adopt a 90-day moratorium on the aforementioned uses and ratifying direction to the City Manager to reactivate the City of Brownsville Environmental and Conservation Task Force that was tasked with providing advice and recommendations to the City Council regarding data center policies and development regulations. (City Manager's Office/ Office of the City Attorney/ Planning and Redevelopment Department)

Summary:

Project Scope and Analysis:

Funding:

Source: Not Applicable

Amount:

Local Contribution if Applicable:

Recommendation:

Staff recommends approval.

Commission Pillar:
Economic Development, Planning & Zoning, Infrastructure, Public Safety, Quality of Life & Vibrancy, Governance

Attachments:
1. Resolution 2026-121

RESOLUTION NUMBER 2026-121

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, DIRECTING THE CITY MANAGER TO INITIATE THE PROCESS TO ADOPT A 90-DAY MORATORIUM ON THE AFOREMENTIONED USES AND RATIFYING DIRECTION TO THE CITY MANAGER TO REACTIVATE THE CITY OF BROWNSVILLE ENVIRONMENTAL AND CONSERVATION TASK FORCE THAT WAS TASKED WITH PROVIDING ADVICE AND RECOMMENDATIONS TO THE CITY COMMISSION REGARDING DATA CENTER POLICIES AND DEVELOPMENT REGULATIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Brownsville, Texas (the "City") is a home rule city 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, Chapter 212 of the Texas Local Government Code ("LGC") grants a municipality the authority to adopt a moratorium on property development in certain circumstances; and

WHEREAS, a moratorium adopted under Chapter 212 of the LGC is limited to residential property, commercial property, or both; and

WHEREAS, data centers have been identified as a type of property development upon which the City Commission is authorized under Chapter 212 of the LGC to impose a moratorium; and

WHEREAS, a municipality is prohibited from adopting a moratorium on property development unless the municipality complies with the specific notice and hearing procedures set forth under Chapter 212 of the LGC; and

WHEREAS, before a moratorium may be adopted under Chapter 212 of the LGC, a municipality must hold two public hearings, each held at least 30 days apart, with advance notice published at least 30 days before each hearing, followed by two readings of the proposed ordinance imposing the moratorium; and

WHEREAS, the first reading of the proposed ordinance imposing the moratorium must occur no later than 12 days after the second public hearing, and the second reading of the proposed ordinance must occur not less than 28 days after the first reading; and

WHEREAS, for the moratorium to take effect, the ordinance must receive the affirmative vote of at least three-fourths of the City Commission following the second reading; and

WHEREAS, a moratorium adopted under Chapter 212 of the LGC expires 90 days following adoption, unless the municipality extends the moratorium for an additional 90 days; and

WHEREAS, it is the desire of the City Commission to initiate the process of adopting a 90-day moratorium on the acceptance, processing, and approval of new applications for rezoning or permits for data centers; and

WHEREAS, the City Commission recognizes that data center development is a rapidly evolving and impactful matter for the Country, the State of Texas, and the City due to changing technology and the growth of artificial intelligence (AI); and

WHEREAS, the City Commission values transparency and accountability in decision-making, fostering trust among diverse stakeholders, and finds it necessary to engage academic and industry experts, alongside community representation, to establish evidence-based recommendations regarding data center development; and

WHEREAS, on August 3, 2026, Governor Greg Abbott directed the Public Utility Commission of Texas (PUCT) and the Electric Reliability Council of Texas (ERCOT) to conduct a comprehensive verification and audit of all data centers advancing through ERCOT's interconnection process and directed that the PUCT and ERCOT must complete this audit before any data center project moves forward; and

WHEREAS, the Governor's action effectively establishes a temporary moratorium at the State level on new data center development that will impact new local data center development; and

WHEREAS, the City Commission has determined that, in light of the Governor's letter and community feedback, the reactivation of the City of Brownsville Environmental and Conservation Task Force is in the best interest of the residents and business community of the City; and

WHEREAS, the Environmental and Conservation Task Force will be tasked with conducting a comprehensive, fact-based evaluation of data center development, focusing on the scope as set forth below; and

WHEREAS, the Environmental and Conservation Task Force shall be comprised of experts in various fields such as environmental studies, electricity, water, economic development, and data centers, with neighborhood representation within the City's regulatory authority; and

WHEREAS, the Environmental and Conservation Task Force is tasked with providing advice and recommendations to the City Commission regarding data center policies and development regulations; and

WHEREAS, such advice and recommendations shall be produced in a final report provided to the City Commission by December 15, 2026, or sooner if feasible.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, THAT:

SECTION 1. Findings Incorporated. The findings and recitations set out in the preamble to this Resolution are found to be true and correct, and they are hereby adopted by the City Commission as its legislative findings and made a part hereof for all purposes.

SECTION 2. Moratorium. The City Manager is directed to initiate the process to adopt a 90-day moratorium, as set forth under Chapter 212 of the LGC, on the acceptance, processing, and approval of new applications for rezoning or permits for data centers. The City Manager is further directed to require staff during the moratorium period to undertake an expedited planning and regulatory review regarding data centers, to include:

a. Evaluation of noise impacts of such facilities;
b. Evaluation of municipal water supply impacts and long-term water availability;
c. Evaluation of land-use compatibility, building scale, and mechanical infrastructure associated with such facilities; and
d. Development of zoning ordinance amendments, City Code amendments, and amendments to the water manual governing such facilities.

SECTION 3. Task Force. The City Manager is directed to reactivate the Environmental and Conservation Task Force. As time is of the essence, the City Manager is further directed to manage and direct the Task Force, including selecting Task Force members for the required positions set forth herein, establishing a meeting schedule and ensuring the orderly conduct of all meetings, and preparing and submitting a report as required herein. Selection of Task Force members shall be made with the input of City Commissioner members, provided that the three community representatives set forth below shall be selected from qualified persons submitted by the City Commission.

The Environmental and Conservation Task Force shall consist of no more than 11 voting members, which shall be Brownsville residents where feasible, and shall include the following:

- Two (2) representatives from the economic development business sector;
- One (1) industry expert in data center operations or technology infrastructure;
- One (1) environmental or natural resource management specialist;
- Two (2) representatives from Brownsville Public Utilities Board;
- Three (3) community representatives with demonstrated knowledge in at least one of the following areas:
    - (i) the City's development, policies, and regulations;
    - (ii) technology infrastructure;
    - (iii) environmental management; or
    - (iv) natural resource management; and
- Two (2) representatives from an environmental advocacy organization

The City Manager shall provide necessary support to the Environmental and Conservation Task Force, including staff assistance and the furnishing of resources, all within the parameters of existing budgeted appropriations. The City Manager, or his designee, shall serve as an ex officio member of the Task Force.

The Environmental and Conservation Task Force is charged with conducting a comprehensive, fact-based evaluation of data center development, focusing on the following:

A. Electricity and Energy
- **a.** Impact of ERCOT-projected large-load growth on reliability and pricing for Brownsville ratepayers
- **b.** Impact of data centers bringing their own generation, co-locating with power, or providing flexible options

B. Water Use and Local Resources
- **a.** Cooling technology and water demand under South Texas climate and drought conditions
- **b.** BPUB capacity considerations

C. Land Use, Siting, and Neighborhood Impacts
- **a.** Setbacks, noise, lighting, and screening standards near residential districts, informed by the concerns raised in neighborhoods
- **b.** Equity considerations, ensuring impacts are not concentrated in historically industrialized or underserved neighborhoods

D. Economic Development and Fiscal Impacts
- **a.** Employment and tax-base benefits, weighed against incentive costs, including transparent criteria

The Environmental and Conservation Task Force shall deliver its final report on its evaluation of data center development to the City Commission by December 15, 2026, except as extended by the City Manager. The report shall include recommendations on policies and regulations within the City's regulatory authority for data center development.

SECTION 4. Sunset Provision. The Environmental and Conservation Task Force shall cease to exist upon the submittal of its final report unless otherwise abolished or continued by a majority vote of the City Commission.

SECTION 5. Effective Date; Authority. This Resolution shall be and become effective immediately upon adoption. The City Manager, or designee, is authorized to take all necessary steps to implement this Resolution.

PASSED and **APPROVED** this 1st day of September, 2026.

John Cowen, Jr., Mayor

ATTEST:

Mayra Rios
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:	Stephen Muse, Accountant III
Date:	Tuesday, September 1, 2026
Agenda #:	Consideration and **ACTION** to acknowledge the financial statements and cash investment report for the City of Brownsville for the third quarter ended June 30, 2026. (Financial Services Department)

Summary:
This financial report includes all the operating and debt service activity. All funds include unaudited revenues and expenditures through June 30, 2026 (FY2026 Q3). Significant transactions highlighted in the presentation include major revenue sources such as Sales and Ad Valorem Taxes.

Project Scope and Analysis:
The City's investment policy requires quarterly reporting of investments to the City Commission. The cash investments by fund presented in this report comply with the investment strategy statement readopted by resolution 2025-114 by the City Commission on September 16, 2025.

Funding:

Source:
Amount:
Local Contribution if Applicable:

Recommendation:
Staff recommends acknowledgment of the financial statements and cash investment report.

Commission Pillar:
Governance

Attachments:
1. FY 2026 Qtr 3 Financials - Final



City of Brownsville, Texas
Financial Statements & Cash Investment Report
For the Quarter Ended June 30, 2026 (FY2026 Q3)

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CITY OF BROWNSVILLE, TEXAS
OFFICE OF THE FINANCE DEPARTMENT
PHONE: 956-548-6019
FAX: 956-546-2270 OR
956-546-1763
EMAIL: STEPHEN.MUSE@BROWNSVILLETX.GOV
MEMORANDUM

To: **Alan Guard, Interim City Manager**

From: **Stephen E. Muse, Finance Director**

Date: **June 30, 2026**

Subject: **Financial Statements for FY2026 Q3**

Because we want to assist the reader with an understanding of all the City's finances, this financial report includes all the operating, debt service, internal service, and capital projects funds. This report includes six separate sections: the first section includes the finance director's memo; the second section includes information for all governmental funds; the third section includes information for all enterprise funds; the fourth section includes information for all internal service funds; the fifth section includes multi-year information for all capital project funds and the sixth section includes information on the City's cash and investments balances. All funds include current year revenues and expenditures for the fiscal period ending June 30, 2026 (FY2026 Q3). Because our two major revenue sources are sales tax and ad valorem taxes, supplemental information is included in section I. Also included in section I are the BPUB utility services expenses. Our investment policy requires that we present the City's investments to the City Commission on a quarterly basis. The cash investments by fund in this report comply with the investment strategy statement re-adopted by the City Commission on September 16, 2025.

General Fund

Sales tax revenue of $37.2M through quarter ending June 30, 2026 (FY2026 Q3), page 5 indicates an increase of 5.45% or $1.9M compared to same quarter last year (FY2025 Q3). Current year actual sales tax revenue exceeded current year budgeted sales tax revenue by $3.4M or 10.2% through June 30, 2026 (FY2026 Q3),

For the fiscal period ending June 30, 2026 (FY2026 Q3), the City has collected $68.6M or 94.0% of the ad valorem tax levy compared to 94.86% last fiscal year. Page 10 shows this comparison.

The BPUB utility expenditures listed on page 10 show a decrease of $296K in comparison to the same period as last fiscal year. For the fiscal period ending June 30, 2026 (FY2026 Q3) the surplus cash transfer from BPUB totaled approximately $8.7M, an increase of approximately 8.73% or $306K compared to the prior year.

Convention & Tourism Fund

The hotel/motel tax collections for the fiscal period ending June 30, 2026 (FY2026 Q3) were $1.5M, a decrease of $72K from FY2025. Revenues and expenditures on this fund are shown on page 50 of Section II.

Community Development Fund

Funding for this fund is from Community Development Block Grant funds. Revenues and expenditures on this fund are on page 50 of Section II.

American Rescue Plan (Arp) Fund

Funding for this fund is from American Rescue Plan Grant funds. The American Rescue Plan Act of 2021 (Pub. L. No. 117-2), also called the COVID-19 Stimulus Package or American Rescue Plan, is a $1.9 trillion economic stimulus bill passed by the 117th United States Congress and signed into law by President Joe Biden on March 11, 2021, to speed up the United States' recovery from the economic and health effects of the COVID-19 pandemic and the ongoing recession. The City of Brownsville, being placed in the "Metropolitan City" category, is a direct recipient of funding. Treasury guidance and direct allocation amounts were released on May 11, 2021. The City was awarded $65,194,584 of the available funding. During FY 2021 the City received $32,597,427 of the awarded funding. The remainder of the funding was received in June 30th, 2022. Revenues and expenditures on this fund are on page 51 of Section II

BPD Federal Forfeiture Fund

This fund is under the control of the police chief. Revenues are derived from forfeitures awarded by the federal courts from illegal drug seizures. The police chief decides how the money should be spent for police related activities. Revenues and expenditures on this fund are on page 51 of Section II.

BPD Forfeiture Fund

This fund is under the control of the police chief. Revenues are derived from forfeitures awarded by the courts from illegal drug seizures. The police chief decides how the money should be spent for police related activities. Revenues and expenditures on this fund are on page 51 of Section II.

Street & Drainage Maintenance Fund

Revenues and expenditures on this fund are shown on page 51 of Section II.

General Non-Bonded Debt Service Fund

Revenues and expenditures on this fund are shown on page 51 of Section II.

Debt Service Fund

Revenues and expenditures on this fund are shown on page 51 of Section II.

Airport Construction Funds

Revenues and expenditures on these funds are shown on page 56 in Section III of this report. These funds are listed below:

Airport Construction Fund 49
2018 Tax Note Fund 501
Airport Construction III Fund 51
Airport Construction II Fund 53
2008 Airport C.O. (GBIC) Fund 59

Airport Fund

Airport revenues and expenses are shown on page 56 of Section III.

Bridge Fund

This fund is used to account for debt service expenses associated with the retirement of revenue bonds being shared equally between Cameron County and the City for the construction of an international bridge. Any excess funds are transferred primarily to the City's General Fund. Revenues and expenses are shown on page 56 of Section III.

Motor Vehicle Parking System Fund

Revenues and expenses on this fund are shown on page 57 of Section III.

Event Center Fund

Revenues and expenses on this fund are shown on page 57 of Section III.

Public Transit Fund

Revenues and expenses are shown on page 57 of Section III.

Landfill Fund

This fund is used to record landfill fees and garbage collections revenue. This fund also includes the federal unfunded mandate compliance environmental fee (FUMCEF), which became effective on October 1, 1996. This fund pays for the expenses associated with the landfill, waste minimization, hotshot crew, and ecological management. Revenues and expenses on this fund are shown on page 57 of Section III.

Brownsville Golf Center Fund

Revenues and expenses are shown on page 57 of Section III.

Sports Park Fund

Revenues and expenses are shown on page 57 of Section III.

Fiber Broadband Fund

Revenues and expenses are shown on page 57 of Section III.

Employee Health Insurance Fund

Revenues and expenses of this fund are shown on page 59 in section IV of this report.

Fleet & Facility Services Fund

Revenues and expenses of this fund are shown on page 59 in section IV of this report.

Enterprise Applications Fund

Revenues and expenses of this fund are shown on page 59 in section IV of this report.

Sick And Annual Leave Fund

Revenues and expenses of this fund are shown on page 59 in section IV of this report.

Workers' Compensation Insurance Fund

Workers' Compensation expenses under the self-funded program total $1,539.00 for the fiscal period ended June 30, 2026 (FY2026 Q3). This fund will continue to remain open until all outstanding claims are closed. This fund has a liability of $250K in claims payable. Even though the City elected to convert from a self-funded insurance plan to a fully insured workers' compensation plan beginning November 1, 1996, this fund is still listed separately because of prior years' future claims. Revenues and expenses on this fund are shown on page 59 of Section IV.

Capital Project Funds

Revenues and expenditures on these funds are shown on pages 60 through 85 in Section V of this report.

Investments

Currently, the City is investing its idle funds with BBVA Compass, First Community Bank, Lone Star Pool, LOGIC Pool, Texas Term, Texas Class, and Texpool. All investments are within our investment guidelines re-adopted by the City Commission on September 16, 2025. These lists of investments are included on Exhibit A – Deep Blue Investment Advisors Report.

CITY OF BROWNSVILLE, TEXAS
GENERAL FUND
SALES TAX COMPARISON
BETWEEN FISCAL YEARS 2025 AND 2026

MONTH COLLECTED	ACTUAL FY 2025	ACTUAL FY 2026	FY 2026 BUDGET	ACTUAL FY 2025 OVER/(UNDER) FY 2026	OVER/(UNDER) FY 2026 BUDGET	ACTUAL % INCREASE/ (DECREASE) FROM FY 2025	INCREASE (DECREASE) FROM FY 2026 BUDGET
October	$ 3,595,357	$ 3,930,157	$ 3,440,376	$ 334,801	$ 489,782	9.31%	14.24%
November	3,776,224	3,963,558	3,613,446	187,335	350,112	4.96%	9.69%
December	5,316,659	5,390,953	5,087,480	74,294	303,473	1.40%	5.97%
January	3,545,277	3,553,788	3,392,455	8,511	161,333	0.24%	4.76%
February	3,182,903	3,570,582	3,045,701	387,679	524,881	12.18%	17.23%
March	4,196,370	4,580,914	4,015,482	384,544	565,432	9.16%	14.08%
April	4,054,192	3,916,425	3,879,432	(137,767)	36,992	-3.40%	0.95%
May	3,573,302	3,877,181	3,419,271	303,880	457,910	8.50%	13.39%
June	4,043,681	4,424,525	3,869,374	380,845	555,151	9.42%	14.35%
July	4,015,461	-	3,842,371	(4,015,461)	(3,842,371)	-100.00%	-100.00%
August	3,719,673	-	3,559,333	(3,719,673)	(3,559,333)	-100.00%	-100.00%
September	4,002,510	-	3,829,978	(4,002,510)	(3,829,978)	-100.00%	-100.00%
TOTAL	$ 35,283,964	$ 37,208,084	$ 33,763,018	$ 1,924,119	$ 3,445,065	5.45%	10.20%

The actual year-to-date increase (decrease) is	1,924,119	OR	5.45 %
The budget year-to-date increase (decrease) is	3,445,065	OR	10.20 %

CITY OF BROWNSVILLE, TEXAS
COMPARISON OF CURRENT YEAR
AD VALOREM TAX COLLECTIONS
BETWEEN FISCAL YEARS 2026 AND 2025

DEPOSIT DATE	FISCAL YEAR 2026 COLLECTIONS	FISCAL YEAR 2025 COLLECTIONS	OVER (UNDER) FISCAL YEAR 2026	FY 2026 TAX LEVY	PERCENT OF FY 2026 TAX LEVY COLLECTED	FY 2025 TAX LEVY	PERCENT OF FY 2025 TAX LEVY COLLECTED
October	$ 39,846,557	$ 35,793,351	$ 4,053,206				
November	11,654,563	12,000,032	(345,469)				
December	4,331,606	4,815,592	(483,986)				
January	5,168,573	5,198,279	(29,706)				
February	3,537,456	2,881,905	655,551				
March	1,574,794	1,565,696	9,098				
April	1,139,118	1,369,326	(230,208)				
May	687,757	610,430	77,326				
June	637,576	509,685	127,891				
July	-		-				
August	-		-				
September	-		-				
TOTAL	**$ 68,577,999**	**$ 64,744,296**	**$ 3,833,703**	**$ 72,957,512**	**94.00%**	**$ 68,251,904**	**94.86%**

CITY OF BROWNSVILLE, TEXAS
COMPARISON OF PRIOR YEAR
AD VALOREM TAX COLLECTIONS
BETWEEN FISCAL YEARS 2026 AND 2025

DEPOSIT DATE	FISCAL YEAR 2026 COLLECTIONS	FISCAL YEAR 2025 COLLECTIONS	OVER (UNDER) FISCAL YEAR 2026
October	$ 375,443	$ 428,478	$ (53,035)
November	242,356	193,329	49,027
December	242,578	157,184	85,394
January	207,116.00	170,238	36,878
February	161,262.00	171,581	(10,319)
March	208,441.00	155,704	52,737
April	216,136.86	175,999	40,138
May	159,118	132,341	26,777
June	126,718	92,252	34,466
July	-		-
August	-		-
September	-		-
TOTAL	**$ 1,939,169**	**$ 1,677,105**	**$ 262,064**

CITY OF BROWNSVILLE, TEXAS
CURRENT YEAR AD VALOREM
TAX COLLECTIONS
FISCAL YEAR 2026

DEPOSIT DATE	GENERAL FUND FISCAL YEAR 2026 COLLECTIONS	DEBT SERV. FUND FISCAL YEAR 2026 COLLECTIONS	TOTAL COLLECTIONS FISCAL YEAR 2026
October	$ 23,473,726	$ 16,372,831	$ 39,846,557
November	6,865,738	4,788,825	11,654,563
December	2,551,762	1,779,844	4,331,606
January	3,044,822	2,123,751	5,168,573
February	2,083,926	1,453,530	3,537,456
March	927,716	647,078	1,574,794
April	671,058	468,060	1,139,118
May	405,159	282,597	687,757
June	375,598	261,978	637,576
July			-
August			-
September			-
TOTAL	**$ 40,399,505**	**$ 28,178,494**	**$ 68,577,999**

CITY OF BROWNSVILLE, TEXAS
PRIOR YEAR AD VALOREM
TAX COLLECTIONS
FISCAL YEAR 2026

DEPOSIT DATE	GENERAL FUND FISCAL YEAR 2026 COLLECTIONS	DEBT SERV. FUND FISCAL YEAR 2026 COLLECTIONS	TOTAL COLLECTIONS FISCAL YEAR 2026
October	$ 224,942	$ 150,502	$ 375,443
November	145,175	97,181	242,356
December	145,648	96,930	242,578
January	124,201	82,915	207,116
February	96,687	64,575	161,262
March	127,870	80,571	208,441
April	131,461	84,676	216,137
May	96,630	62,488	159,118
June	76,518	50,200	126,718
July			-
August			-
September			-
TOTAL	**$ 1,169,131**	**$ 770,038**	**$ 1,939,169**

CITY OF BROWNSVILLE
P.U.B. ULITIES CHARGES
FISCAL YEAR 2026

	Department	FY 2025 Through June	FY 2026 Through June	Over/(Under) FY 2026	% Increase (Decrease) FY 2026
215	CITY HALL	$ 62,075	$ 57,133	$ (4,941)	-8.65%
216	CITY PLAZA	82,548	79,825	(2,723)	-3.41%
311	POLICE OPERATIONS	109,474	107,795	(1,679)	-1.56%
321	FIRE OPERATIONS	57,488	53,749	(3,739)	-6.96%
620	PUBLIC WORKS/ENGINEERING	52,240	49,865	(2,375)	-4.76%
869-01	STREETS & DRAINAGE	18,277	18,583	306	1.64%
490	CITY LIBRARY	69,570	63,447	(6,123)	-9.65%
512	PARKS	283,544	316,148	32,604	10.31%
513	SWIMMING POOLS	10,928	16,514	5,586	33.83%
514	CITY CEMETERY	3,731	2,464	(1,267)	-51.43%
518	BUILDING MAINTENANCE	1,181	1,117	(64)	-5.71%
518S	STEGMAN BUILDING	18,330	17,110	(1,220)	-7.13%
519	MARKET SQ. BUILDING	9,108	8,248	(859)	-10.42%
520	TRAFFIC ADMINISTRATION	829	778	(50)	-6.48%
521	ELECTRICAL SIGNALS	42,172	36,221	(5,951)	-16.43%
530	PUBLIC HEALTH ADMIN	1,181	1,117	(64)	-5.71%
531	ANIMAL CONTROL	20,740	20,846	105	0.51%
558	EL TAPIZ BUILDING	18,070	14,684	(3,386)	-23.06%
558N	CASA NYLON	16,634	14,365	(2,268)	-15.79%
558C	CANNERY PUBLIC MARKET	235	174	(61)	-34.92%
558Y	YOUNG HOUSE	6,557	6,274	(284)	-4.52%
558K	KRAIGHER HOUSE	-	-	-	-
559	SAN FERNANDO BLDNG	451	1,490	1,039	69.75%
862	SPORTS PARK	81,112	87,894	6,782	7.72%
869-101	609 E 11TH BLDNG	10,281	9,473	(809)	-8.54%
869-02	HISTORIC B'VILLE MUSEUM	9,660	8,192	(1,468)	-17.92%
869-03	GLADYS PORTER ZOO	813,914	735,916	(77,999)	-10.60%
869-04	COMM. PLAYHOUSE	15,076	13,799	(1,276)	-9.25%
869-07	STREET LIGHTS	1,043,764	882,278	(161,486)	-18.30%
869-08	STILLMAN HOUSE	12,511	12,069	(443)	-3.67%
869-09	LITTLE LEAGUE PARKS	45,310	44,570	(740)	-1.66%
869-10	MRKT SQUARE PLAZA	2,168	2,459	291	11.84%
869-11	STREET MEDIANS-WATER	5,945	6,093	148	2.43%
869-13	B'VILLE ART LEAGUE	26,450	24,190	(2,261)	-9.35%
869-14	HEALTH CLINIC	36,543	31,877	(4,666)	-14.64%
869-21	TENNIS CENTER COMPLEX	16,019	12,103	(3,916)	-32.36%
869-24	FM 511 CITY HOUSE	2,235	1,784	(451)	-25.26%
869-25	PARKS SPRINKLER METERS	2,416	3,866	1,450	37.50%
869-28	PID AREATORS	2,789	6,787	3,998	58.91%
869-30	CHILDREN'S MUSEM	19,523	17,641	(1,882)	-10.67%
869-31	CAPITAL THEATER	31	28	(3)	-11.15%
01-5111	BCRC	6,435	7,001	566	8.08%
64-516	EVENT CENTER	108,064	75,068	(32,996)	-43.95%
11-517	TOURIST BUREAU BLDG.	10,287	9,661	(626)	-6.48%
66-415	LANDFILL	17,484	18,428	944	5.12%
61-541	AIRPORT MAINTENANCE	230,071	211,600	(18,471)	-8.73%
61-544	AIRPORT OPERATIONS	15,262	15,468	206	1.33%
65-560G	PARKING GARAGE	9,227	7,527	(1,700)	-22.59%
67-505	B'VILLE GOLF CENTER FUND	25,062	21,996	(3,066)	-13.94%
701-301	CALL CENTER	364	755	392	51.88%
	SUB-TOTAL	**$ 3,453,365**	**$ 3,156,470**	**$ (296,895)**	**-9.41%**
65-560	BUS	115,349	116,629	1,279	1.10%
	TOTAL	**$ 3,568,714**	**$ 3,273,098**	**$ (295,615)**	**-9.03%**

CITY OF BROWNSVILLE, TEXAS
BRIDGE FUND
VETERANS BRIDGE CASH PAYMENTS FROM CAMERON COUNTY
BETWEEN FISCAL YEARS 2025 AND 2026

MONTH	PRIOR FY ACTUAL FY 2025	CURRENT ACTUAL FY 2026	FY 2026 BUDGET	ACTUAL FY 2026 OVER/(UNDER) FY 2025	OVER/(UNDER) 2026 BUDGET	ACTUAL % INCREASE/ (DECREASE) OVER FY 2025	INCREASE (DECREASE) OVER FY 2026 BUDGET
October	321,470.00	383,871.00	$ 366,068	$ 62,401	$ 17,803	19.41%	4.86
November	163,066.00	378,857.00	185,688	215,791	193,169	132.33%	104.03
December	301,149.00	260,132.00	342,928	(41,017)	(82,796)	-13.62%	(24.14)
January	235,532.00	292,837.00	268,208	57,305	24,629	24.33%	9.18
February	241,406.00	254,791.00	274,897	13,385	(20,106)	5.54%	(7.31)
March	615,393.00	385,057.00	700,767	(230,336)	(315,710)	-37.43%	(45.05)
April	372,993.00	329,208.00	424,739	(43,785)	(95,531)	-11.74%	(22.49)
May	165,857.00	304,500.00	188,867	138,643	115,633	83.59%	61.22
June	221,185.00	371,517.00	251,870	150,332	119,647	67.97%	47.50
TOTAL	$ 2,638,051	$ 2,960,770	$ 3,004,031	$ 322,719	$ (43,261)		
TOTAL	$ 2,638,051	$ 2,960,770	$ 4,065,000	$ 322,719	$ (43,261)		

The actual year-to-date increase (decrease) is	322,719	OR	12.23 %
The budget year-to-date increase (decrease) is	(43,261)	OR	(1.44) %

*FY 25 June was submitted combined with July payments and August was submitted combined with September payments due to a payment processing vendor change

GENERAL FUND
BALANCE SHEET
June 30, 2026 (FY2026 Q3)

	June 30, 2025 FY 2025 Q3	June 30, 2026 FY 2026 Q3
Assets:		
Cash and Cash Equivalents	$ 6,167,126	$ 4,455,972
Investments	23,746,783	24,506,635
Accounts Receivables	16,595,031	19,204,358
Due from Other Funds	18,405,974	25,035,790
Inventory	19,329	424,905
Prepaid Expense	564,793	824,835
Total Assets	**65,499,036**	**74,452,496**
Liabilities:		
Current Liabilities	14,112,585	17,903,402
Due to Other Funds	3,463,909	910,987
Total Liabilities	17,576,494	18,814,389
Fund Balance:		
Assigned	1,719,217	1,613,883
Committed	4,367,552	5,389,243
Restricted	3,193,133	3,629,039
Nonspendable	584,122	1,249,740
Unassigned	38,058,518	43,756,202
Total Fund Balance	47,922,542	55,638,107
Total Liabilities and Fund Balance	**$ 65,499,036**	**$ 74,452,496**

CITY OF BROWNSVILLE, TEXAS
GENERAL FUND STATEMENTS OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE FOR FISCAL YEAR ENDED
June 30, 2026

Revenues	Latest Amended Budget	Actual	Percent Received or Spent	Variance with Latest Budget Positive (Negative)
Property Taxes	41,988,700	40,624,398	96.75%	(1,364,302)
Sales Taxes	44,994,700	32,808,100	72.92%	(12,186,600)
Non-Property Taxes	541,400	433,595	80.09%	(107,805)
Franchise Fees	4,785,200	2,800,959	58.53%	(1,984,241)
Fees, Services, Refunds, Etc.	11,592,015	9,207,055	79.43%	(2,384,960)
Intergovernmental	500,532	195,604	39.08%	(304,928)
Fines and Forfeitures	2,175,380	1,110,764	51.06%	(1,064,616)
Licenses and Permits	3,024,200	2,028,140	67.06%	(996,060)
Interest Income	1,800,000	1,177,197	65.40%	(622,803)
Contributions	857,604	1,175,116	137.02%	317,512
Misc. Revenue	3,985,700	3,128,804	78.50%	(856,896)
Utility Services From BPUB	3,575,200	3,148,943	88.08%	(426,257)
Surplus Funds From BPUB	10,410,169	8,694,446	83.52%	(1,715,723)
Total Revenues	**130,230,800**	**106,533,123**	**81.80%**	**(23,697,677)**
Expenditures				
General Government	37,496,065	28,882,059	77.03%	8,614,006
Public Safety	73,468,223	53,103,478	72.28%	20,364,745
Public Works	11,497,102	7,030,054	61.15%	4,467,048
Sanitation	153,125	141,982	92.72%	11,143
Public Health	3,666,013	2,963,218	80.83%	702,795
Culture & Recreation	12,824,150	9,219,483	71.89%	3,604,667
Economic Development	1,185,000	475,841	40.16%	709,159
Total Expenditures	**140,289,678**	**101,816,115**	**72.58%**	**38,473,563**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**(10,058,878)**	**4,717,008**		14,775,886
Other Financing Sources				
Operating Transfers From Other Funds	12,700,000	9,725,000		(2,975,000)
Operating Transfers to Other Funds	(9,218,825)	(6,317,472)		2,901,353
Total Other Financing Sources	**3,481,175**	**3,407,528**		**(73,647)**
Excess (Deficiency) of Revenues and Other financing Sources Over (Under) Expenditures and Other Financing Uses	(6,577,703)	8,124,536		14,702,239
Fund Balance, June 30, 2026	-	55,638,107	-	-
Prior Period Adjustment	-		-	-
Fund Balance, October 1, 2025				
Non-spendable	-	250,524	-	-
Restricted	-	3,485,576	-	-
Committed	-	2,537,794	-	-
Assigned	-	1,604,422	-	-
Unassigned	-	39,635,256	-	-
Total Fund Balance, October 1, 2025		47,513,572		47,513,572

Revenue Budget by Account Classification Report

Through 06/30/26
Prior Fiscal Year Activity Included
Summary Listing

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund **01 - General Fund**									
REVENUE									
Franchise Fees	4,785,200.00	.00	4,785,200.00	168,996.79	.00	2,800,959.25	1,984,240.75	59	3,409,320.44
Property Taxes	41,988,700.00	.00	41,988,700.00	490,358.56	.00	40,624,398.38	1,364,301.62	97	37,975,656.02
Non-Property Taxes	541,400.00	.00	541,400.00	50,019.54	.00	433,595.33	107,804.67	80	440,171.46
Sales Taxes	44,994,700.00	.00	44,994,700.00	3,876,461.57	.00	32,808,100.43	12,186,599.57	73	31,264,545.20
Fines and Forfeitures	1,254,700.00	920,680.00	2,175,380.00	146,094.39	.00	1,110,763.63	1,064,616.37	51	1,272,463.31
Licenses and Permits	3,024,200.00	.00	3,024,200.00	228,206.23	.00	2,028,140.46	996,059.54	67	2,050,727.46
Fees, Services, Refunds, Etc.	10,337,000.00	1,255,015.00	11,592,015.00	1,247,056.36	.00	9,207,055.21	2,384,959.79	79	8,468,468.13
Contributions	500,000.00	357,604.00	857,604.00	374,320.96	.00	1,175,116.40	(317,512.40)	137	556,988.54
Utility Services From BPUB	3,575,200.00	.00	3,575,200.00	380,276.25	.00	3,148,943.11	426,256.89	88	3,444,137.94
Surplus Funds From BPUB	10,200,000.00	210,169.00	10,410,169.00	2,939,824.70	.00	8,694,446.20	1,715,722.80	84	8,419,426.90
Intergovernmental	500,000.00	532.00	500,532.00	12,490.56	.00	195,604.30	304,927.70	39	2,588,535.72
Misc. Revenue	2,480,700.00	1,505,000.00	3,985,700.00	275,937.33	.00	3,128,803.94	856,896.06	79	1,839,119.64
Interest Income	1,800,000.00	.00	1,800,000.00	27,879.02	.00	1,177,196.71	622,803.29	65	1,044,709.99
Operating Transfers From Other Funds	12,700,000.00	.00	12,700,000.00	3,375,000.00	.00	9,725,000.00	2,975,000.00	77	336,168.01
REVENUE TOTALS	$138,681,800.00	$4,249,000.00	$142,930,800.00	$13,592,922.26	$0.00	$116,258,123.35	$26,672,676.65	81%	$103,110,438.76
Fund **01 - General Fund** Totals	$138,681,800.00	$4,249,000.00	$142,930,800.00	$13,592,922.26	$0.00	$116,258,123.35	$26,672,676.65		$103,110,438.76
Grand Totals	$138,681,800.00	$4,249,000.00	$142,930,800.00	$13,592,922.26	$0.00	$116,258,123.35	$26,672,676.65		$103,110,438.76

Revenue Budget by Account Classification Report

Through 06/30/26
Prior Fiscal Year Activity Included
Detail Listing

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund **01 - General Fund**										
REVENUE										
Franchise Fees										
491-01	Franchise Fees Texas Gas Service	573,660.00	.00	573,660.00	.00	.00	396,843.87	176,816.13	69	346,939.52
491-02	Franchise Fees Southwestern Bell Tele. Co.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-04	Franchise Fees Charter Communications (Spectrum	934,460.00	.00	934,460.00	.00	.00	335,907.57	598,552.43	36	420,547.58
491-05	Franchise Fees AEP Texas Central Co.	158,490.00	.00	158,490.00	.00	.00	75,045.53	83,444.47	47	76,184.70
491-06	Franchise Fees Magic Valley Electric Coop	439,897.00	.00	439,897.00	.00	.00	416,533.21	23,363.79	95	355,018.06
491-07	Franchise Fees Governmental Mgmt. Services	1,248,946.00	.00	1,248,946.00	165.55	.00	160,953.87	1,087,992.13	13	1,134,184.19
491-08	Franchise Fees C. W. P.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-09	Franchise Fees Commercial Waste Disposal	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-10	Franchise Fees Browning-Ferris, Inc.	787,923.00	.00	787,923.00	151,839.12	.00	1,274,853.05	(486,930.05)	162	638,575.64
491-11	Franchise Fees Caprock Telecommunications	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-12	Franchise Fees Omniplex Communications Group	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-120	Franchise Fees Bellerud Communications, LLC	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-121	Franchise Fees Lone Star State Telephone Co.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-122	Franchise Fees AFN, Inc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-123	Franchise Fees Am-Tel Texas LLC	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-124	Franchise Fees CNB Communications	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-128	Franchise Fees Express Telephone Svcs. Inc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-129	Franchise Fees Max-Tel Communications	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-13	Franchise Fees Verizon Select Services, Inc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-131	Franchise Fees Diamond Telco, Inc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-132	Franchise Fees Info Highway Communication	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-133	Franchise Fees Local Telephone Svc. Co., Inc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-135	Franchise Fees RTEX Communications Group	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-136	Franchise Fees DVC Telecom	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-137	Franchise Fees A. R. C. Networks, Inc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-138	Franchise Fees Smartcom Telephone	22,617.00	.00	22,617.00	.00	.00	12,048.68	10,568.32	53	11,745.32
491-139	Franchise Fees Sprint United Management Co.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-14	Franchise Fees Hyperion Telecom	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-141	Franchise Fees Ciera Network Systems, Inc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-142	Franchise Fees Tiagris Corporation	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-143	Franchise Fees Vycera Communications, Inc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-144	Franchise Fees Cat Communications Int'l.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-146	Franchise Fees Lightyear	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-147	Franchise Fees Qwest Communication Corp.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-148	Franchise Fees Granite Telecommunications	8,188.00	.00	8,188.00	.00	.00	2,617.93	5,570.07	32	3,616.08
491-149	Franchise Fees Foremost Telecommunications	6,375.00	.00	6,375.00	.00	.00	3,575.37	2,799.63	56	3,531.26
491-15	Franchise Fees AT & T Corp.	95,751.00	.00	95,751.00	.00	.00	35,829.12	59,921.88	37	44,300.86

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund **01 - General Fund**										
REVENUE										
Franchise Fees										
491-150	Franchise Fees XO Management Services, Inc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-151	Franchise Fees Netifice Communications	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-16	Franchise Fees B.F.I. - El Jardin Coll.	7,783.00	.00	7,783.00	662.77	.00	5,887.08	1,895.92	76	6,309.65
491-18	Franchise Fees Intermedia Comm. Inc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-19	Franchise Fees Westel, Inc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-20	Franchise Fees Account Reserved	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-21	Franchise Fees Adelphia Business Solutions	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-22	Franchise Fees USLD Communications, Inc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-23	Franchise Fees Hometel, Inc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-24	Franchise Fees Spruce Communications, LP	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-25	Franchise Fees Birch Telecom	701.00	.00	701.00	.00	.00	245.98	455.02	35	264.29
491-26	Franchise Fees G.M.S.-Rolloff Service	424,412.00	.00	424,412.00	.00	.00	.00	424,412.00	0	314,996.64
491-260	Franchise Fees G.M.S. - Commercial Accounts	53,293.00	.00	53,293.00	.00	.00	.00	53,293.00	0	39,596.87
491-261	Franchise Fees Redfish Recycling	.00	.00	.00	16,329.35	.00	64,541.00	(64,541.00)	+++	.00
491-27	Franchise Fees Caprock Communications	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-28	Franchise Fees Sage Telecom, Inc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-29	Franchise Fees Allegiance Telecom Serv. Corp.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-30	Franchise Fees E. Spire Communications	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-31	Franchise Fees ZZZ-DPI Teleconnect 2	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-32	Franchise Fees Comm. South Companies, Inc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-33	Franchise Fees Sure-Tel Inc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-34	Franchise Fees KCM Telecom Holdings, Inc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-35	Franchise Fees MCI Worldcom Communications	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-36	Franchise Fees Ionex Telecommunications	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-37	Franchise Fees NII Communications, LTD	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-38	Franchise Fees Global Crossing Telemanagement	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-39	Franchise Fees Logix Communications	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-40	Franchise Fees Vartec Telecom, Inc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-41	Franchise Fees Navigator Communications, LLC	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-42	Franchise Fees Southwest Teleconnect	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-43	Franchise Fees Premiere Network Services, Inc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-44	Franchise Fees Netspan Corporation	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-45	Franchise Fees Texas Hometel, Inc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-46	Franchise Fees Rosebud Cotton Co., Inc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-47	Franchise Fees Now Communications, Inc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-48	Franchise Fees Snappy Phone, Inc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-49	Franchise Fees NTS Communications, Inc.	.00	.00	.00	.00	.00	.00	.00	+++	.00

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Fund **01 - General Fund**										
REVENUE										
Franchise Fees										
491-50	Franchise Fees Z-Tel Communications, Inc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-51	Franchise Fees Basicphone, Inc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-52	Franchise Fees I P Communications Corp.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-53	Franchise Fees Metro Teleconnect Companies	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-54	Franchise Fees IP Communications, LP	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-55	Franchise Fees Spectrum Advanced Services, LLC	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-56	Franchise Fees McLead USA Incorporated	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-57	Franchise Fees Budget Phone, Inc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-58	Franchise Fees A-Tech Telecomm, Inc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-60	Franchise Fees NOSVA Limited Partnership	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-61	Franchise Fees NDS Communications, Inc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-62	Franchise Fees Blue Vista Phone Service	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-63	Franchise Fees ACN Communications Svc. Inc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-64	Franchise Fees PNG Telecommunications, Inc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-65	Franchise Fees Centurytel	364.00	.00	364.00	.00	.00	325.47	38.53	89	155.61
491-66	Franchise Fees MCI Metro Access Transmission	1,756.00	.00	1,756.00	.00	.00	642.56	1,113.44	37	858.93
491-67	Franchise Fees Capital Telecommunications	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-68	Franchise Fees Ernest Communications, Inc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-69	Franchise Fees Amerimex Communications Corp.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-70	Franchise Fees Trinsic Communications, Inc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-71	Franchise Fees Choctaw Communications	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-72	Franchise Fees Eureka Networks, LLC	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-73	Franchise Fees Carrera Communications	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-74	Franchise Fees Miracletel Telephone Svc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-75	Franchise Fees New Access Communications	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-76	Franchise Fees EZ Talk Communications, LLC	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-77	Franchise Fees Talk America, Inc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-78	Franchise Fees American Fiber Network	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-79	Franchise Fees Cleartel Communications	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-80	Franchise Fees Misc. Franchise Fee	10,966.00	.00	10,966.00	.00	.00	9,778.57	1,187.43	89	5,907.63
491-81	Franchise Fees Bulls Eye Telecom, Inc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-82	Franchise Fees A.W.S. - Military Hwy Coll.	7,475.00	.00	7,475.00	.00	.00	4,582.41	2,892.59	61	5,614.43
491-83	Franchise Fees Olmito Water Supply Soll.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-84	Franchise Fees MetTel of Texas, Inc.	2,143.00	.00	2,143.00	.00	.00	747.98	1,395.02	35	973.18
Franchise Fees Totals		$4,785,200.00	$0.00	$4,785,200.00	$168,996.79	$0.00	$2,800,959.25	$1,984,240.75	59%	$3,409,320.44
Property Taxes										
501	Current Ad Valorem Tax	36,543,600.00	.00	36,543,600.00	.00	.00	35,767,526.28	776,073.72	98	34,080,671.70

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund **01 - General Fund**										
REVENUE										
Property Taxes										
502	Prior Years Ad Valorem Tax	601,200.00	.00	601,200.00	60,507.18	.00	947,069.67	(345,869.67)	158	453,797.02
503	Penalty & Interest	606,700.00	.00	606,700.00	80,844.32	.00	659,646.15	(52,946.15)	109	594,114.45
504	Current Delinq. Ad Valorem Tax	4,797,100.00	.00	4,797,100.00	349,056.30	.00	4,096,136.20	700,963.80	85	3,646,480.57
505	Current Year Tax Discounts	(559,900.00)	.00	(559,900.00)	(49.24)	.00	(921,193.89)	361,293.89	165	(868,792.50)
506	Prior Years Tax Discounts	.00	.00	.00	.00	.00	.00	.00	+++	.00
507	Per. Prop. Penalty Refund	.00	.00	.00	.00	.00	.00	.00	+++	.00
508	Vehicle Inventory Tax	.00	.00	.00	.00	.00	69,177.19	(69,177.19)	+++	50,370.43
509	Bankruptcy Interest	.00	.00	.00	.00	.00	.00	.00	+++	.00
510	Case Settlement	.00	.00	.00	.00	.00	.00	.00	+++	.00
5101	Property Tax-Sales Distribution Proceeds	.00	.00	.00	.00	.00	6,036.78	(6,036.78)	+++	19,014.35
Property Taxes Totals		$41,988,700.00	$0.00	$41,988,700.00	$490,358.56	$0.00	$40,624,398.38	$1,364,301.62	97%	$37,975,656.02
Non-Property Taxes										
513	Mixed Drink Tax	441,400.00	.00	441,400.00	50,019.54	.00	386,404.45	54,995.55	88	384,723.21
514	Race Track Admissions Tax	.00	.00	.00	.00	.00	.00	.00	+++	.00
515	Bingo Tax	100,000.00	.00	100,000.00	.00	.00	47,190.88	52,809.12	47	55,448.25
516	Misc. Sales Tax	.00	.00	.00	.00	.00	.00	.00	+++	.00
Non-Property Taxes Totals		$541,400.00	$0.00	$541,400.00	$50,019.54	$0.00	$433,595.33	$107,804.67	80%	$440,171.46
Sales Taxes										
511	Sales Taxes	44,757,300.00	.00	44,757,300.00	3,851,919.50	.00	32,597,296.06	12,160,003.94	73	31,048,666.86
512	City-Sales Taxes	237,400.00	.00	237,400.00	24,542.07	.00	210,804.37	26,595.63	89	215,878.34
Sales Taxes Totals		$44,994,700.00	$0.00	$44,994,700.00	$3,876,461.57	$0.00	$32,808,100.43	$12,186,599.57	73%	$31,264,545.20
Fines and Forfeitures										
520	Appraisal District Penalty	.00	.00	.00	.00	.00	.00	.00	+++	.00
521	Municipal Court Fines	762,796.00	.00	762,796.00	75,034.33	.00	693,468.40	69,327.60	91	805,996.84
522	Overweight Revenue	.00	.00	.00	.00	.00	.00	.00	+++	.00
5225-10	Forfeiture Revenue Municipal Court-Bond Forfeiture	.00	.00	.00	.00	.00	.00	.00	+++	.00
523	Mun. Court Spec. Fines	.00	.00	.00	.00	.00	.00	.00	+++	.00
523-01	Mun. Court Spec. Fines Compliance Fee	7,980.00	.00	7,980.00	890.00	.00	8,357.00	(377.00)	105	9,155.00
523-02	Mun. Court Spec. Fines Drivers Safety Course	5,692.00	.00	5,692.00	552.06	.00	5,671.32	20.68	100	6,892.32
523-03	Mun. Court Spec. Fines Seat Belt Class	.00	.00	.00	.00	.00	.00	.00	+++	.00
523-04	Mun. Court Spec. Fines Special Expense (City Revenue)	208,653.00	.00	208,653.00	17,940.80	.00	174,632.95	34,020.05	84	230,588.24
523-05	Mun. Court Spec. Fines Child Safety Fund-City Share	1,896.00	.00	1,896.00	601.68	.00	5,242.42	(3,346.42)	276	2,463.46
523-063	Mun. Court Spec. Fines FR187 Juv Delinq Prev & Graffiti	.00	.00	.00	.00	.00	.00	.00	+++	.00
523-07	Mun. Court Spec. Fines Booted Vehicle Fee (City Fee)	.00	.00	.00	.00	.00	.00	.00	+++	.00
523-08	Mun. Court Spec. Fines Research Fee (City Fee)	.00	.00	.00	50.00	.00	400.00	(400.00)	+++	.00
523-09	Mun. Court Spec. Fines False Alarm Fines	.00	.00	.00	.00	.00	250.00	(250.00)	+++	.00

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Fund **01 - General Fund**										
REVENUE										
Fines and Forfeitures										
523-10	Mun. Court Spec. Fines State Arrest Fee (City Share)	.00	.00	.00	.00	.00	.00	.00	+++	.00
523-11	Mun. Court Spec. Fines Seat Belt & Child Safety (City)	.00	.00	.00	.00	.00	.00	.00	+++	.00
523-12	Mun. Court Spec. Fines Judicial Support Fund (City)	.00	.00	.00	.00	.00	.00	.00	+++	.00
523-13	Mun. Court Spec. Fines FR182 M/C Time Pymts(City Share)	2,979.00	.00	2,979.00	1,010.25	.00	2,893.88	85.12	97	3,891.10
523-14	Mun. Court Spec. Fines FR181 Juvenile Case Manager Fund	1,786.00	.00	1,786.00	192.08	.00	1,880.65	(94.65)	105	1,998.95
523-15	Mun. Court Spec. Fines SCOFFLAW (City fee)	.00	.00	.00	.00	.00	.00	.00	+++	.00
523-16	Mun. Court Spec. Fines FR183 TPDF(TrncyPrvntn&Dvrsn)	8,669.00	.00	8,669.00	828.27	.00	1,739.39	6,929.61	20	3,184.74
523-17	Mun. Court Spec. Fines Truancy Court Fee (FR186)	.00	.00	.00	.00	.00	.00	.00	+++	50.00
523-18	Mun. Court Spec. Fines FR184 Child Sfty Seat 502.403	122,805.00	920,680.00	1,043,485.00	.00	.00	.00	1,043,485.00	0	.00
523-19	Mun. Court Spec. Fines FR186 Local Youth Div. Fund	17,460.00	.00	17,460.00	3,557.66	.00	33,133.19	(15,673.19)	190	34,893.85
523-20	Mun. Court Spec. Fines State Juror Fee (SJF) 10% City	.00	.00	.00	.00	.00	.00	.00	+++	.00
523-21	Mun. Court Spec. Fines Traffic (TFC) 100% City	.00	.00	.00	.00	.00	.00	.00	+++	.00
523-22	Mun. Court Spec. Fines Time Pymt Reimb Fee 100% City	4,179.00	.00	4,179.00	1,229.15	.00	11,317.59	(7,138.59)	271	12,080.31
523-23	Mun. Court Spec. Fines FTA Warrant Fee Ordinance	.00	.00	.00	2,216.30	.00	17,412.30	(17,412.30)	+++	9,616.99
523-24	Mun. Court Spec. Fines Warrant Fee	.00	.00	.00	6,976.89	.00	55,999.28	(55,999.28)	+++	39,582.25
523-25	Mun. Court Spec. Fines OmniBase Service Fee	.00	.00	.00	217.00	.00	785.00	(785.00)	+++	.00
524	Service Fees - State Fines	109,805.00	.00	109,805.00	34,797.92	.00	97,580.26	12,224.74	89	112,069.26
525	Bond Fees	.00	.00	.00	.00	.00	.00	.00	+++	.00
526	Alarm Fines	.00	.00	.00	.00	.00	.00	.00	+++	.00
527	City Treasury	.00	.00	.00	.00	.00	.00	.00	+++	.00
Fines and Forfeitures Totals		$1,254,700.00	$920,680.00	$2,175,380.00	$146,094.39	$0.00	$1,110,763.63	$1,064,616.37	51%	$1,272,463.31
Licenses and Permits										
531	Liquor, Beer and Wine	54,922.00	.00	54,922.00	235.00	.00	17,067.50	37,854.50	31	23,890.00
532	Bldg Permits & Processing Fees	1,791,234.00	.00	1,791,234.00	144,520.69	.00	1,213,920.24	577,313.76	68	1,229,227.71
532-01	Bldg Permits & Processing Fees Bldg Document Management Fee	.00	.00	.00	.00	.00	.00	.00	+++	.00
533	Building (E) Permits	306,736.00	.00	306,736.00	21,006.00	.00	205,577.00	101,159.00	67	207,160.00
534	Gas & Plumbing Permits	221,995.00	.00	221,995.00	16,375.00	.00	174,256.00	47,739.00	78	157,163.00
535	Swimming Pool Permits	14,747.00	.00	14,747.00	614.00	.00	7,794.00	6,953.00	53	9,546.00
536	Electricians License	.00	.00	.00	.00	.00	.00	.00	+++	.00
5360	Mechanical Permits	181,702.00	.00	181,702.00	10,154.00	.00	115,558.00	66,144.00	64	113,856.00
5362	Landscape Irrigation Permit	.00	.00	.00	.00	.00	.00	.00	+++	.00
5365	Multi-Housing Inspections	.00	.00	.00	.00	.00	.00	.00	+++	.00
537	Occupation Taxes	5,858.00	.00	5,858.00	175.75	.00	2,975.50	2,882.50	51	3,862.75
538	House Moving/Demolition	20,825.00	.00	20,825.00	6,825.00	.00	18,227.50	2,597.50	88	14,225.00
539	Application - Oil & Gas Well Op	.00	.00	.00	.00	.00	.00	.00	+++	.00
540	Taxi-Cab License	.00	.00	.00	.00	.00	.00	.00	+++	.00

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund **01 - General Fund**										
REVENUE										
Licenses and Permits										
541	Animal City License	16,676.00	.00	16,676.00	889.79	.00	16,233.42	442.58	97	13,766.00
547	Restaurant Permits	390,553.00	.00	390,553.00	27,071.00	.00	247,197.00	143,356.00	63	268,291.00
548	Wrecker Permits	.00	.00	.00	.00	.00	.00	.00	+++	.00
549-02	Misc. Lic. & Permits Public Hlth Misc Permits	.00	.00	.00	.00	.00	.00	.00	+++	.00
549-07	Misc. Lic. & Permits Alarm Permits	11,874.00	.00	11,874.00	120.00	.00	6,084.30	5,789.70	51	5,990.00
549-11	Misc. Lic. & Permits Health - Preliminary Insp.	6,102.00	.00	6,102.00	220.00	.00	2,860.00	3,242.00	47	3,060.00
549-12	Misc. Lic. & Permits Health - Non-Schd. Request	.00	.00	.00	.00	.00	.00	.00	+++	.00
549-13	Misc. Lic. & Permits Health - Foster Home Inspections	976.00	.00	976.00	.00	.00	390.00	586.00	40	540.00
549-14	Misc. Lic. & Permits Health - Permit Replacement	.00	.00	.00	.00	.00	.00	.00	+++	.00
549-15	Misc. Lic. & Permits Health - Business Name Change	.00	.00	.00	.00	.00	.00	.00	+++	.00
549-16	Misc. Lic. & Permits Health - Dis./Cease Food Oper.	.00	.00	.00	.00	.00	.00	.00	+++	.00
549-17	Misc. Lic. & Permits Health - Training Renewals	.00	.00	.00	.00	.00	.00	.00	+++	.00
549-18	Misc. Lic. & Permits Managers Certification	.00	.00	.00	.00	.00	.00	.00	+++	.00
549-19	Misc. Lic. & Permits Manual Training Book	.00	.00	.00	.00	.00	.00	.00	+++	.00
549-20	Misc. Lic. & Permits Health - Swimming Pool Reinsp.	.00	.00	.00	.00	.00	.00	.00	+++	.00
549-21	Misc. Lic. & Permits Disc. / Cease of Swimming Pools	.00	.00	.00	.00	.00	.00	.00	+++	.00
549-23	Misc. Lic. & Permits Public Book Heimlich Smoking	.00	.00	.00	.00	.00	.00	.00	+++	.00
549-24	Misc. Lic. & Permits Heimlich maneuver signs	.00	.00	.00	.00	.00	.00	.00	+++	.00
549-25	Misc. Lic. & Permits No smoking signs	.00	.00	.00	.00	.00	.00	.00	+++	.00
549-26	Misc. Lic. & Permits Commercial Animal Permit	.00	.00	.00	.00	.00	.00	.00	+++	150.00
549-27	Misc. Lic. & Permits Massage Parlors	.00	.00	.00	.00	.00	.00	.00	+++	.00
Licenses and Permits Totals		$3,024,200.00	$0.00	$3,024,200.00	$228,206.23	$0.00	$2,028,140.46	$996,059.54	67%	$2,050,727.46
Fees, Services, Refunds, Etc.										
551	Vital Statistics	.00	.00	.00	.00	.00	.00	.00	+++	.00
551-01	Vital Statistics Birth Certificates Local	250,366.00	.00	250,366.00	19,340.00	.00	171,363.00	79,003.00	68	184,672.00
551-02	Vital Statistics Birth Certificates Online	6,070.00	.00	6,070.00	276.00	.00	1,610.00	4,460.00	27	2,726.00
551-03	Vital Statistics Death Certificates	16,966.00	.00	16,966.00	1,060.00	.00	10,820.00	6,146.00	64	11,744.00
551-04	Vital Statistics Overnight delivery	.00	.00	.00	.00	.00	.00	.00	+++	.00
551-05	Vital Statistics Funeral Home Payments	.00	.00	.00	.00	.00	.00	.00	+++	.00
551-06	Vital Statistics Search Fees	239.00	.00	239.00	.00	.00	.00	239.00	0	132.00
551-07	Vital Statistics FR29 Records Preservation Fee	13,851.00	.00	13,851.00	1,021.00	.00	8,782.00	5,069.00	63	10,060.00
551-08	Vital Statistics Admin. Transit Fee- Weekday	3,764.00	.00	3,764.00	270.00	.00	2,540.00	1,224.00	67	2,520.00
551-09	Vital Statistics Admin. Transit Fee - Weekend	197.00	.00	197.00	.00	.00	125.00	72.00	63	275.00
551-10	Vital Statistics Amendments to Death Certificates	1,279.00	.00	1,279.00	.00	.00	.00	1,279.00	0	863.00
551-11	Vital Statistics Long Extra Death Certificate	589.00	.00	589.00	.00	.00	111.00	478.00	19	405.00
551-12	Vital Statistics Wallet Size Birth Cert. (Local)	.00	.00	.00	.00	.00	.00	.00	+++	.00
551-13	Vital Statistics Abstract Birth Cert. (Local)	.00	.00	.00	.00	.00	.00	.00	+++	.00

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Fund **01 - General Fund**										
REVENUE										
Fees, Services, Refunds, Etc.										
551-14	Vital Statistics Amendment Birth Certificates	4,699.00	.00	4,699.00	414.00	.00	2,162.00	2,537.00	46	3,608.00
551-15	Vital Statistics Plastic Cover Fees	.00	.00	.00	1,568.89	.00	12,815.93	(12,815.93)	+++	.00
551-22	Vital Statistics Abstract Online (State)	.00	.00	.00	.00	.00	.00	.00	+++	.00
551-32	Vital Statistics Death Cert. - Additional Copy	2,514.00	.00	2,514.00	291.00	.00	1,743.00	771.00	69	1,679.00
552	Police Documents/Services	22,689.00	.00	22,689.00	3,605.61	.00	25,562.56	(2,873.56)	113	16,571.14
555	Cemetery	436.00	.00	436.00	.00	.00	280.00	156.00	64	325.00
556	Certificate of Occupancy	101,617.00	.00	101,617.00	8,500.00	.00	77,950.00	23,667.00	77	80,200.00
557-301	Park Revenues Lifeguard Classes	764.00	.00	764.00	.00	.00	1,250.00	(486.00)	164	500.00
557-302	Park Revenues Learn to Swim	.00	.00	.00	.00	.00	.00	.00	+++	.00
557-304	Park Revenues Pool Parties	.00	.00	.00	.00	.00	.00	.00	+++	.00
557-305	Park Revenues Summer Program	78,334.00	.00	78,334.00	15,460.00	.00	73,780.00	4,554.00	94	70,303.00
558	Swimming Pool Fees	87,352.00	.00	87,352.00	18,599.00	.00	66,274.00	21,078.00	76	64,012.00
558-01	Swimming Pool Fees Concession Sales	3,141.00	.00	3,141.00	2,112.06	.00	2,222.90	918.10	71	374.81
559-01	Library Fees & Revenues Library Fines	31,094.00	.00	31,094.00	959.23	.00	8,308.11	22,785.89	27	22,138.94
559-02	Library Fees & Revenues Library Damaged Materials	.00	.00	.00	.00	.00	.00	.00	+++	.00
559-03	Library Fees & Revenues Library Conference Room	9,232.00	.00	9,232.00	2,130.00	.00	9,800.00	(568.00)	106	5,963.75
559-04	Library Fees & Revenues Interlibrary Loan Postage	.00	.00	.00	.00	.00	.00	.00	+++	.00
559-05	Library Fees & Revenues Lost Library Card	3,202.00	.00	3,202.00	216.70	.00	1,613.68	1,588.32	50	1,986.26
559-06	Library Fees & Revenues Certified Letter-Library	.00	.00	.00	.00	.00	.00	.00	+++	.00
559-07	Library Fees & Revenues Miscellaneous - Library	.00	.00	.00	.00	.00	.00	.00	+++	21,230.60
559-08	Library Fees & Revenues Photo Copies	53,476.00	.00	53,476.00	4,928.54	.00	43,557.32	9,918.68	81	43,495.64
559-09	Library Fees & Revenues Library Meeting Room #2	.00	.00	.00	.00	.00	.00	.00	+++	.00
559-10	Library Fees & Revenues Library Meeting #3	.00	.00	.00	.00	.00	.00	.00	+++	.00
559-12	Library Fees & Revenues MarketSpace Heat Transfer Paper	729.00	.00	729.00	1,903.00	.00	6,769.46	(6,040.46)	929	1,153.04
559-13	Library Fees & Revenues MarketSpace Tote Bags	.00	.00	.00	1,351.60	.00	11,284.30	(11,284.30)	+++	1,454.33
559-14	Library Fees & Revenues MS Black Heat Transfer Vynil	.00	.00	.00	16.00	.00	242.00	(242.00)	+++	100.00
559-15	Library Fees & Revenues MS White Heat Transfer Vynil	.00	.00	.00	22.00	.00	102.00	(102.00)	+++	56.00
559-16	Library Fees & Revenues MS Filament per gram	4,830.00	.00	4,830.00	229.05	.00	2,301.95	2,528.05	48	4,429.36
559-50	Library Fees & Revenues Library Cafe.	4,805.00	.00	4,805.00	500.00	.00	4,550.00	255.00	95	3,500.00
559-51	Library Fees & Revenues Credit Card Processing Fee	.00	.00	.00	.00	.00	.00	.00	+++	.00
560-01	Fire Dept. Fees Sprinkler System Fees	5,714.00	.00	5,714.00	670.00	.00	6,852.50	(1,138.50)	120	4,385.00
560-02	Fire Dept. Fees Major Sprinkler System	2,560.00	.00	2,560.00	200.00	.00	2,200.00	360.00	86	2,300.00
560-03	Fire Dept. Fees Pre Review of Plans	13,213.00	.00	13,213.00	1,650.00	.00	12,500.00	713.00	95	12,910.00
560-04	Fire Dept. Fees Underground Storage Tanks	1,049.00	.00	1,049.00	.00	.00	700.00	349.00	67	875.00
560-05	Fire Dept. Fees Plan Rev / Insp After Nrml W/Hrs	.00	.00	.00	250.00	.00	2,150.00	(2,150.00)	+++	600.00
560-06	Fire Dept. Fees Hospital/Nursing Homes	3,342.00	.00	3,342.00	400.00	.00	3,400.00	(58.00)	102	3,000.00

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Fund **01 - General Fund**										
REVENUE										
Fees, Services, Refunds, Etc.										
560-07	Fire Dept. Fees Day Care/Foster Homes	7,150.00	.00	7,150.00	480.00	.00	5,320.00	1,830.00	74	5,140.00
560-08	Fire Dept. Fees Retest Fees	.00	.00	.00	.00	.00	.00	.00	+++	.00
560-09	Fire Dept. Fees Reschedule Fees	.00	.00	.00	.00	.00	.00	.00	+++	.00
560-10	Fire Dept. Fees Lab/Clinics/Bonded Warehouses	1,458.00	.00	1,458.00	100.00	.00	1,000.00	458.00	69	1,000.00
560-11	Fire Dept. Fees Temp. Food Stands	5,938.00	.00	5,938.00	400.00	.00	6,050.00	(112.00)	102	5,260.00
560-12	Fire Dept. Fees Above Ground Storage Tanks	240.00	.00	240.00	.00	.00	.00	240.00	0	175.00
560-13	Fire Dept. Fees Burning Permit Fees	1,520.00	.00	1,520.00	75.00	.00	750.00	770.00	49	1,650.00
560-14	Fire Dept. Fees Bon Fire Permit	.00	.00	.00	.00	.00	300.00	(300.00)	+++	200.00
560-15	Fire Dept. Fees Fixed Pipe Extinguishing	5,774.00	.00	5,774.00	760.00	.00	4,740.00	1,034.00	82	5,310.00
560-16	Fire Dept. Fees Underground Sprinkler System	23,325.00	.00	23,325.00	2,500.00	.00	20,930.00	2,395.00	90	17,900.00
560-17	Fire Dept. Fees Fireworks Display	209.00	.00	209.00	.00	.00	200.00	9.00	96	.00
560-18	Fire Dept. Fees Standpipe/Hydrant Test	.00	.00	.00	.00	.00	.00	.00	+++	.00
560-19	Fire Dept. Fees Environmental Research	124.00	.00	124.00	.00	.00	.00	124.00	0	.00
560-20	Fire Dept. Fees Fire Reports	282.00	.00	282.00	20.00	.00	160.00	122.00	57	160.20
560-21	Fire Dept. Fees Rev. Evacuation RT & Fire Drill	.00	.00	.00	.00	.00	.00	.00	+++	50.00
560-22	Fire Dept. Fees Pressure Test Fuel Oil Lines	.00	.00	.00	.00	.00	.00	.00	+++	.00
560-23	Fire Dept. Fees Certificate of Occupancy Insp.	25,245.00	.00	25,245.00	2,270.00	.00	17,750.00	7,495.00	70	18,570.00
560-24	Fire Dept. Fees Apartment Inspection Fee	1,044.00	.00	1,044.00	400.00	.00	1,200.00	(156.00)	115	100.00
560-25	Fire Dept. Fees Warehouse Inspections	2,436.00	.00	2,436.00	.00	.00	2,850.00	(414.00)	117	2,400.00
560-26	Fire Dept. Fees Re-Inspection Fee	.00	.00	.00	.00	.00	.00	.00	+++	.00
560-27	Fire Dept. Fees Fire Safety Equip. Demo/Bus	604.00	.00	604.00	.00	.00	200.00	404.00	33	200.00
560-28	Fire Dept. Fees Fire Truck Presentation Bus.	.00	.00	.00	.00	.00	.00	.00	+++	.00
560-29	Fire Dept. Fees False Alarms	12,552.00	.00	12,552.00	.00	.00	8,300.00	4,252.00	66	15,050.00
560-30	Fire Dept. Fees Vehicle in Covered Mall Permit	.00	.00	.00	.00	.00	.00	.00	+++	.00
560-31	Fire Dept. Fees Fire Alarm System	2,311.00	.00	2,311.00	400.00	.00	2,450.00	(139.00)	106	1,500.00
560-32	Fire Dept. Fees Fire Alarm Modify	741.00	.00	741.00	.00	.00	555.00	186.00	75	605.00
560-33	Fire Dept. Fees Sprinkler Modification	1,239.00	.00	1,239.00	.00	.00	745.00	494.00	60	1,260.00
560-34	Fire Dept. Fees LPG Tank Permit	.00	.00	.00	.00	.00	.00	.00	+++	.00
560-35	Fire Dept. Fees Aboveground Temp. Flamm Liquid	.00	.00	.00	.00	.00	.00	.00	+++	.00
560-36	Fire Dept. Fees Commercial Inspections	.00	.00	.00	.00	.00	80.00	(80.00)	+++	110.00
560-37	Fire Dept. Fees Dentention Facilities	1,600.00	.00	1,600.00	200.00	.00	1,600.00	.00	100	1,000.00
560-38	Fire Dept. Fees Temp Structures	.00	.00	.00	30.00	.00	30.00	(30.00)	+++	.00
560-39	Fire Dept. Fees Hotel/Motel Inspections	.00	.00	.00	.00	.00	.00	.00	+++	170.00
560-40	Fire Dept. Fees Circus/Carnival Food Stand	.00	.00	.00	.00	.00	240.00	(240.00)	+++	330.00
560-41	Fire Dept. Fees Copies of CD Fire Invest Photo	.00	.00	.00	.00	.00	.00	.00	+++	20.00
560-42	Fire Dept. Fees Copies of Fire Invest Cases	.00	.00	.00	.00	.00	.00	.00	+++	.10

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Fund **01 - General Fund**										
REVENUE										
Fees, Services, Refunds, Etc.										
560-43	Fire Dept. Fees FA140 - Fire Training Div. Fees	1,600.00	.00	1,600.00	.00	.00	.00	1,600.00	0	2,250.00
560-50	Fire Dept. Fees FA146 Fire Dept. Response Rev	10,168.00	.00	10,168.00	.00	.00	612.53	9,555.47	6	5,474.18
560-51	Fire Dept. Fees F150 Community Paramedicine	21,067.00	.00	21,067.00	1,800.00	.00	9,000.00	12,067.00	43	3,900.00
560-52	Fire Dept. Fees Miscellaneous Fees	.00	.00	.00	.00	.00	.00	.00	+++	3,000.00
562-01	Garbage Collection Fees Garbage Collection	.00	.00	.00	.00	.00	.00	.00	+++	.00
562-02	Garbage Collection Fees Landfill Fees	.00	.00	.00	.00	.00	.00	.00	+++	.00
562-03	Garbage Collection Fees Commercial Garbage Collection	.00	.00	.00	.00	.00	.00	.00	+++	.00
562-06	Garbage Collection Fees El Jardin Garbage Collection	.00	.00	.00	.00	.00	.00	.00	+++	.00
562-07	Garbage Collection Fees Olmito Water Garb Collection Fee	.00	.00	.00	.00	.00	.00	.00	+++	.00
562-09	Garbage Collection Fees Add. Commercial Garbage Coll	.00	.00	.00	.00	.00	.00	.00	+++	.00
562-10	Garbage Collection Fees Military Hwy Garbage Coll Fee	.00	.00	.00	.00	.00	.00	.00	+++	.00
563-05	Maintenance Fee El Jardin	.00	.00	.00	.00	.00	.00	.00	+++	.00
563-10	Maintenance Fee PUB	.00	.00	.00	.00	.00	.00	.00	+++	.00
563-15	Maintenance Fee Military Hwy	.00	.00	.00	.00	.00	.00	.00	+++	.00
563-20	Maintenance Fee Olmito Water Supply	.00	.00	.00	.00	.00	.00	.00	+++	.00
564	Recreation Activities	4,769.00	.00	4,769.00	.00	.00	.00	4,769.00	0	3,500.00
565-01	Rents Land Leases	.00	.00	.00	.00	.00	.00	.00	+++	.00
565-04	Rents Park Rentals	49,208.00	.00	49,208.00	5,424.23	.00	49,962.41	(754.41)	102	25,051.50
565-05	Rents Misc. Bldg. Rents	.00	.00	.00	6,000.00	.00	40,850.00	(40,850.00)	+++	7,750.00
565-06	Rents Advertising Leases	.00	.00	.00	.00	.00	.00	.00	+++	.00
565-08	Rents PW Land Lease Verizon Wireless	7,454.00	.00	7,454.00	1,197.90	.00	5,390.55	2,063.45	72	5,390.55
565-09	Rents Civic Pavillion	.00	.00	.00	.00	.00	.00	.00	+++	.00
565-12	Rents Pavillion Damages	.00	.00	.00	.00	.00	.00	.00	+++	.00
565-13	Rents Sports Park Rental	.00	.00	.00	.00	.00	.00	.00	+++	.00
565-14	Rents FA1586 Stegeman Building Rental	.00	.00	.00	.00	.00	.00	.00	+++	.00
565-15	Rents Cueto Building Rental/Lease	.00	.00	.00	.00	.00	.00	.00	+++	.00
565-16	Rents BCHC Bulding Lease	.00	.00	.00	.00	.00	.00	.00	+++	.00
565-17	Rents G & A Restaurant	.00	.00	.00	.00	.00	.00	.00	+++	.00
565-18	Rents Noe Gonzalez	.00	.00	.00	.00	.00	.00	.00	+++	.00
565-19	Rents Washington Pk -Sombrero Festival	4,706.00	.00	4,706.00	.00	.00	.00	4,706.00	0	.00
565-20	Rents Cueto Bldg (FB01,A1587)	.00	.00	.00	.00	.00	.00	.00	+++	.00
565-21	Rents 1045 E. Washington Street	.00	.00	.00	.00	.00	.00	.00	+++	.00
565-22	Rents 1100 E. Adams Street	.00	.00	.00	.00	.00	.00	.00	+++	.00
565-23	Rents GBIC Young House Lease	13,867.00	.00	13,867.00	.00	.00	.00	13,867.00	0	7,000.00
565-24	Rents Verizon Lease Agreement	13,720.00	.00	13,720.00	1,195.09	.00	8,271.91	5,448.09	60	10,407.12

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund **01 - General Fund**										
REVENUE										
Fees, Services, Refunds, Etc.										
565-25	Rents BCIC Young House Lease	.00	.00	.00	.00	.00	.00	.00	+++	.00
565-35	Rents 609, 611, & 615 E. 11th St. Bldg	.00	.00	.00	.00	.00	.00	.00	+++	.00
566-03	Attorneys Fees/Court Costs Attorneys Fees-Cleaning of Lots	.00	.00	.00	.00	.00	.00	.00	+++	.00
567	Building Insp.- Contractor Fees	.00	.00	.00	.00	.00	.00	.00	+++	.00
567-01	Building Insp.- Contractor Fees Electrical Contractor Fee	.00	.00	.00	.00	.00	.00	.00	+++	.00
567-02	Building Insp.- Contractor Fees Mechanical Contractor Fee	.00	.00	.00	.00	.00	.00	.00	+++	.00
567-03	Building Insp.- Contractor Fees Plumbing Contractor Fee	.00	.00	.00	.00	.00	.00	.00	+++	.00
567-04	Building Insp.- Contractor Fees Roofing Contractor Fee	.00	.00	.00	.00	.00	.00	.00	+++	.00
567-05	Building Insp.- Contractor Fees General Contractor Fee	135,560.00	.00	135,560.00	10,250.00	.00	106,750.00	28,810.00	79	112,250.00
567-06	Building Insp.- Contractor Fees Other Contractors Fee	.00	.00	.00	.00	.00	.00	.00	+++	.00
567-07	Building Insp.- Contractor Fees Signs Contractor Fee	1,076.00	.00	1,076.00	100.00	.00	1,650.00	(574.00)	153	450.00
568-01	Subd. & Zoning Fees Major Subd. Plat Residential	35,130.00	.00	35,130.00	4,000.00	.00	16,500.00	18,630.00	47	58,800.00
568-02	Subd. & Zoning Fees Major Subd. Plat Comm/Multi Fmly	.00	.00	.00	.00	.00	.00	.00	+++	.00
568-03	Subd. & Zoning Fees Minor Subdivision Plat	18,774.00	.00	18,774.00	2,850.00	.00	9,450.00	9,324.00	50	15,550.00
568-04	Subd. & Zoning Fees Subd. Planned Development	.00	.00	.00	.00	.00	.00	.00	+++	.00
568-05	Subd. & Zoning Fees Subd. Master Development Plans	.00	.00	.00	.00	.00	.00	.00	+++	.00
568-06	Subd. & Zoning Fees Subdivision Amending Plat	.00	.00	.00	.00	.00	.00	.00	+++	.00
568-08	Subd. & Zoning Fees Subdivision Appeals	.00	.00	.00	.00	.00	.00	.00	+++	.00
568-09	Subd. & Zoning Fees Subd. Determination Certificate	5,654.00	.00	5,654.00	900.00	.00	5,000.00	654.00	88	3,900.00
568-14	Subd. & Zoning Fees Subd. Annexation Request	1,422.00	.00	1,422.00	.00	.00	500.00	922.00	35	1,500.00
568-15	Subd. & Zoning Fees Subdivision Ordinance	.00	.00	.00	.00	.00	.00	.00	+++	.00
568-16	Subd. & Zoning Fees Subd. Repeat Screening	.00	.00	.00	.00	.00	.00	.00	+++	.00
568-17	Subd. & Zoning Fees Subdivision Misc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
568-30	Subd. & Zoning Fees Zoning Classification Fee	30,845.00	.00	30,845.00	2,750.00	.00	20,750.00	10,095.00	67	12,250.00
568-31	Subd. & Zoning Fees Zoning Specific Use Permit	1,067.00	.00	1,067.00	.00	.00	4,000.00	(2,933.00)	375	750.00
568-32	Subd. & Zoning Fees Zoning Certificates	5,725.00	.00	5,725.00	750.00	.00	9,450.00	(3,725.00)	165	4,400.00
568-34	Subd. & Zoning Fees Zoning Digital Maps	.00	.00	.00	.00	.00	.00	.00	+++	.00
568-35	Subd. & Zoning Fees Zoning Ordinance	.00	.00	.00	.00	.00	.00	.00	+++	.00
568-36	Subd. & Zoning Fees Zoning Misc.	77,797.00	.00	77,797.00	.00	.00	140,912.00	(63,115.00)	181	79,566.50
568-39	Subd. & Zoning Fees TABC Application Form	6,338.00	.00	6,338.00	.00	.00	2,175.00	4,163.00	34	4,675.00
569-01	Misc. Fees Municipal Court-Misc. Fees	.00	.00	.00	.00	.00	.00	.00	+++	.00
569-03	Misc. Fees Ambulance Service Fees	4,912,982.00	9,013.00	4,921,995.00	371,658.25	.00	4,048,442.49	873,552.51	82	4,228,398.73
569-031	Misc. Fees Fire Deployment Reimbursements	.00	.00	.00	.00	.00	83,511.73	(83,511.73)	+++	.00
569-033	Misc. Fees EMS Cameron Co Rural Protection	366,046.00	.00	366,046.00	92,354.31	.00	277,062.93	88,983.07	76	.00
569-04	Misc. Fees Fire Runs/Fire Protection-County	476,734.00	.00	476,734.00	128,797.93	.00	386,393.79	90,340.21	81	.00
569-040	Misc. Fees Fire Runs/Fire Protct-Rnch Viejo	41,779.00	.00	41,779.00	10,000.00	.00	30,000.00	11,779.00	72	52,500.00

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Fund **01 - General Fund**										
REVENUE										
Fees, Services, Refunds, Etc.										
569-05	Misc. Fees Prisoners/Outside Agen.	.00	.00	.00	.00	.00	.00	.00	+++	.00
569-051	Misc. Fees FC207 Tree Mitigation Fees	.00	.00	.00	7,843.65	.00	12,388.15	(12,388.15)	+++	4,941.15
569-06	Misc. Fees Bldg. Demolitions & Admn Fees	3,485.00	.00	3,485.00	.00	.00	.00	3,485.00	0	5,542.59
569-07	Misc. Fees Re-Inspection Fees	.00	.00	.00	.00	.00	.00	.00	+++	.00
569-08	Misc. Fees Bldg. Insp. Miscellaneous Fees	.00	.00	.00	.00	.00	.00	.00	+++	.00
569-09	Misc. Fees Subdivision Insp Fees	.00	.00	.00	.00	.00	.00	.00	+++	.00
569-104	Misc. Fees City Ordinance Wrecker Fee	47,079.00	.00	47,079.00	6,960.00	.00	22,155.00	24,924.00	47	37,545.00
569-105	Misc. Fees Election Recount Fees	.00	.00	.00	.00	.00	.00	.00	+++	.00
569-106	Misc. Fees Euthanasia	1,870.00	.00	1,870.00	442.95	.00	3,249.09	(1,379.09)	174	1,030.00
569-107	Misc. Fees Microchip	3,012.00	.00	3,012.00	95.79	.00	1,210.10	1,801.90	40	2,565.00
569-108	Misc. Fees Spay, Neuter, Feral	.00	.00	.00	.00	.00	.00	.00	+++	.00
569-11	Misc. Fees Animal Shelter Fees	14,000.00	.00	14,000.00	1,761.96	.00	19,020.72	(5,020.72)	136	15,238.63
569-115	Misc. Fees FC206 Subdivision Park Fees	533,351.00	736,989.00	1,270,340.00	109,740.00	.00	406,074.00	864,266.00	32	488,124.00
569-12	Misc. Fees Rabies Vaccinations	.00	.00	.00	.00	.00	.00	.00	+++	.00
569-13	Misc. Fees Municipal Court Certified Copies	2,767.00	.00	2,767.00	91.00	.00	1,467.00	1,300.00	53	2,506.02
569-131	Misc. Fees FR131 M/C Teen Court	.00	.00	.00	.00	.00	.00	.00	+++	.00
569-15	Misc. Fees Returned Check Service Charge	267.00	.00	267.00	90.00	.00	840.00	(573.00)	315	120.00
569-16	Misc. Fees Animal Traps Rental Fee	.00	.00	.00	.00	.00	.00	.00	+++	.00
569-17	Misc. Fees Animal - Adoption Fee	17,915.00	.00	17,915.00	2,486.13	.00	16,846.35	1,068.65	94	9,010.82
569-18	Misc. Fees Letter Fee/Abandoned Vehicle	21,334.00	.00	21,334.00	1,470.00	.00	24,901.50	(3,567.50)	117	25,007.00
569-203	Misc. Fees BPD Solicitor Permit - General	.00	.00	.00	.00	.00	.00	.00	+++	.00
569-22	Misc. Fees Concession - Parks	.00	.00	.00	.00	.00	.00	.00	+++	.00
569-23	Misc. Fees EMS Standby Fees	11,929.00	.00	11,929.00	3,850.00	.00	20,325.00	(8,396.00)	170	10,250.00
569-24	Misc. Fees Sched Non-Emerg Transfer Fee	2,494,825.00	9,013.00	2,503,838.00	334,701.79	.00	2,481,672.41	22,165.59	99	2,403,346.17
569-26	Misc. Fees EMS - SB 102 Funding	.00	.00	.00	.00	.00	.00	.00	+++	.00
569-27	Misc. Fees Golf Course Cap Imp Fee	.00	.00	.00	.00	.00	.00	.00	+++	.00
569-28	Misc. Fees EMS CPR Courses	.00	.00	.00	.00	.00	.00	.00	+++	.00
569-29	Misc. Fees Reserved-See-01-005-311-127	.00	.00	.00	.00	.00	.00	.00	+++	.00
569-30	Misc. Fees Bldg. Inspection Fee Increase	.00	.00	.00	.00	.00	.00	.00	+++	.00
569-31	Misc. Fees Youth Services - Fees	118,170.00	.00	118,170.00	15,641.70	.00	51,776.70	66,393.30	44	97,420.00
569-315	Misc. Fees Parks NFL Flag Football	1,070.00	.00	1,070.00	.00	.00	.00	1,070.00	0	.00
569-32	Misc. Fees Online Convenience Fee	533.00	.00	533.00	.00	.00	.00	533.00	0	.00
569-33	Misc. Fees Animal Control Registration	.00	.00	.00	.00	.00	.00	.00	+++	.00
569-333	Misc. Fees Animal Control Registration	.00	.00	.00	.00	.00	.00	.00	+++	.00
569-35	Misc. Fees FC235 Hist Prsrv-Demo Prevention	.00	.00	.00	.00	.00	.00	.00	+++	.00
569-53	Misc. Fees Loan Businesses-Registration	.00	.00	.00	.00	.00	.00	.00	+++	.00
569-54	Misc. Fees FC234 Plastic Bag Fees	.00	.00	.00	.00	.00	.00	.00	+++	.00

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Fund **01 - General Fund**										
REVENUE										
Fees, Services, Refunds, Etc.										
569-63	Misc. Fees Tree Spade	.00	.00	.00	.00	.00	412.50	(412.50)	+++	.00
569-87	Misc. Fees Resaca Fees Drainage Study	.00	500,000.00	500,000.00	.00	.00	21,858.64	478,141.36	4	.00
569-92	Misc. Fees Solid Waste Franchise App Fee	.00	.00	.00	.00	.00	.00	.00	+++	.00
569-94	Misc. Fees Planning Technology Fee	.00	.00	.00	26,275.00	.00	214,900.00	(214,900.00)	+++	58,400.00
569-95	Misc. Fees Engineering Right of Way	.00	.00	.00	.00	.00	.00	.00	+++	.00
569-96	Misc. Fees CMD Photo and B-Roll Footage	.00	.00	.00	.00	.00	150.00	(150.00)	+++	.00
569-97	Misc. Fees BPD False Alarm	.00	.00	.00	.00	.00	.00	.00	+++	.00
5696	Subscription Financing Proceeds	.00	.00	.00	.00	.00	.00	.00	+++	.00
570-01	Sports Park Concession Sales	.00	.00	.00	.00	.00	.00	.00	+++	.00
570-02	Sports Park High School Soccer League Fees	.00	.00	.00	.00	.00	.00	.00	+++	.00
570-03	Sports Park HS Flag Football League Fees	.00	.00	.00	.00	.00	.00	.00	+++	.00
570-04	Sports Park Soccer Camp Fees	.00	.00	.00	.00	.00	.00	.00	+++	.00
570-05	Sports Park Youth Soccer League Fees	.00	.00	.00	.00	.00	.00	.00	+++	.00
570-06	Sports Park Softball Tournament Fees	.00	.00	.00	.00	.00	.00	.00	+++	.00
570-07	Sports Park Gate Fee	.00	.00	.00	.00	.00	.00	.00	+++	.00
570-08	Sports Park Sand Volleyball League Fee	.00	.00	.00	.00	.00	.00	.00	+++	.00
570-09	Sports Park Football Camp	.00	.00	.00	.00	.00	.00	.00	+++	.00
570-10	Sports Park Sports Park Event Promoter Refun	.00	.00	.00	.00	.00	.00	.00	+++	.00
570-11	Sports Park BSP Adult Softball League	.00	.00	.00	.00	.00	.00	.00	+++	.00
570-12	Sports Park Fees-Multi-Sports Field Complex	.00	.00	.00	.00	.00	.00	.00	+++	.00
570-13	Sports Park Fees-Softball-Baseball Complex	.00	.00	.00	.00	.00	.00	.00	+++	.00
570-14	Sports Park Adult Flag Football League	.00	.00	.00	.00	.00	.00	.00	+++	.00
570-15	Sports Park Rental Fee	.00	.00	.00	.00	.00	.00	.00	+++	.00
570-16	Sports Park Registration Fees	.00	.00	.00	.00	.00	.00	.00	+++	.00
570-17	Sports Park Admission Fee	.00	.00	.00	.00	.00	.00	.00	+++	.00
570-18	Sports Park Banner Sponsorship Fee	.00	.00	.00	.00	.00	.00	.00	+++	.00
570-19	Sports Park Sports Park Gym/ Dome Rental Fee	.00	.00	.00	.00	.00	.00	.00	+++	.00
570-20	Sports Park Dome/Gym Concession Sales	.00	.00	.00	.00	.00	.00	.00	+++	.00
570-21	Sports Park Dome/Gym Admission Fees	.00	.00	.00	.00	.00	.00	.00	+++	.00
570-22	Sports Park Other Registration Fees	.00	.00	.00	.00	.00	.00	.00	+++	.00
570-23	Sports Park Little League Registration Fees	.00	.00	.00	.00	.00	.00	.00	+++	.00
Fees, Services, Refunds, Etc. Totals		$10,337,000.00	$1,255,015.00	$11,592,015.00	$1,247,056.36	$0.00	$9,207,055.21	$2,384,959.79	79%	$8,468,468.13
Contributions										
571	Federal Pay in Lieu of Taxes	.00	.00	.00	.00	.00	.00	.00	+++	.00
573	Misc. Contributions	50,000.00	.00	50,000.00	.00	.00	.00	50,000.00	0	.00
573-01	Misc. Contributions Donations to EMS	.00	.00	.00	.00	.00	.00	.00	+++	.00

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Fund **01 - General Fund**										
REVENUE										
Contributions										
573-010	Misc. Contributions Stanton Foundation	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-014	Misc. Contributions UBCB Distribution of cash to COB	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-015	Misc. Contributions The Forest Remembers	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-02	Misc. Contributions FR290 Animal Shelter	.00	.00	.00	17,606.04	.00	40,146.32	(40,146.32)	+++	78,006.65
573-021	Misc. Contributions FR297 BARCC Gala	.00	30,000.00	30,000.00	.00	.00	36,252.09	(6,252.09)	121	.00
573-028	Misc. Contributions City of Harlingen	.00	.00	.00	.00	.00	.00	.00	+++	12,100.00
573-039	Misc. Contributions Rotary Club Park Water Fountains	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-04	Misc. Contributions Parks	.00	.00	.00	.00	.00	2,500.00	(2,500.00)	+++	.00
573-043	Misc. Contributions FR043 Men Wellness Summit	.00	.00	.00	.00	.00	.00	.00	+++	100.00
573-044	Misc. Contributions Sponsors Women's Leadership Conf	.00	.00	.00	.00	.00	6,000.00	(6,000.00)	+++	3,000.00
573-045	Misc. Contributions US Secret Service Purchases	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-046	Misc. Contributions Sponsor Employee Leadership Conf	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-05	Misc. Contributions Sombrero Festival	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-052	Misc. Contributions TX Ambulance Suppl Program	.00	128,151.00	128,151.00	.00	.00	128,150.77	.23	100	10,860.31
573-091	Misc. Contributions FA125 ONECity Youth Scholarship	.00	.00	.00	10,000.00	.00	44,461.51	(44,461.51)	+++	14,650.00
573-10	Misc. Contributions Miscellaneous	.00	.00	.00	.00	.00	620.89	(620.89)	+++	2,880.00
573-1011	Misc. Contributions BCIC Sports PK Master Plan-FR295	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-1012	Misc. Contributions NRPA Meet Me at the Park Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-1014	Misc. Contributions FR 49 CFE Fin. Navigators Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-1015	Misc. Contributions MHM BTX Broadband CI	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-1018	Misc. Contributions One Tree Planted (BBC)	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-1022	Misc. Contributions FR138 BPLF - CBL/SBL Improvement	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-107	Misc. Contributions FA220 COB Youth Fund	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-108	Misc. Contributions FR217 PUB/Sports Park Marketing	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-109	Misc. Contributions LEOSE - Police Training	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-110	Misc. Contributions FR113 Family Crisis (BPD)	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-115	Misc. Contributions FA129 State of the City Event	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-116	Misc. Contributions FA130 Gonzalez Pk After Schl Pgm	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-117	Misc. Contributions FA132 Oliveira Youth Program	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-118	Misc. Contributions UTB Sidewalk Reimbursement	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-119	Misc. Contributions Sombrero Festival, LTD-Washingto	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-12	Misc. Contributions Library Foundation - So. Library	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-120	Misc. Contributions Clear The Shelter Event	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-122	Misc. Contributions (FR118) RGV Comm Group Moto P-25	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-123	Misc. Contributions Captial Donations	.00	.00	.00	.00	.00	.00	.00	+++	.00

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Fund **01 - General Fund**										
REVENUE										
Contributions										
573-125	Misc. Contributions West Rail Corridor Studio	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-126	Misc. Contributions COB Bicycle Fleet	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-128	Misc. Contributions FR147- COVID-19 Testing	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-129	Misc. Contributions FR148- Mitte Cultural	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-13	Misc. Contributions FR228 Police Dept	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-131	Misc. Contributions B'ville COVID-19 Relief Fund	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-140	Misc. Contributions Broadband Plan	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-144	Misc. Contributions Emergency Connectivity Fund	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-145	Misc. Contributions Largest Pet Health Awr. Lesson	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-16	Misc. Contributions Donations - Fire Dept.	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-17	Misc. Contributions GBIC	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-1771	Misc. Contributions Keep Brownsville Beautiful Contr	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-18	Misc. Contributions Levi Strauss Fire Dept.	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-19	Misc. Contributions PUB Fed. Ct. House Sewer Line	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-20	Misc. Contributions RGV White Wings Contributions	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-200	Misc. Contributions BPD RGV SWAT Challenge	.00	.00	.00	300.00	.00	540.00	(540.00)	+++	.00
573-208	Misc. Contributions Brownsville Reads Contribut	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-209	Misc. Contributions FR115 City Forestry	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-21	Misc. Contributions FA64 BPD Community Fund	.00	16,560.00	16,560.00	20.00	.00	15,276.00	1,284.00	92	14,860.00
573-210	Misc. Contributions All-American City Contibutions	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-211	Misc. Contributions 2019 AARP Comm Challenge Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-212	Misc. Contributions FR136 BPD Women's Inclusion Wrks	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-22	Misc. Contributions FA128 BPD C B Golf Tournament	.00	80,000.00	80,000.00	11,300.00	.00	25,780.00	54,220.00	32	41,760.00
573-23	Misc. Contributions Reimbursement for Birding Ctr.	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-25	Misc. Contributions Mun Crt Bldg. Security	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-26	Misc. Contributions Donation - Capitol Bldg.	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-27	Misc. Contributions Donation - West Little League	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-29	Misc. Contributions EMS-Trauma Regional Advisory	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-30	Misc. Contributions Veterans Bridge	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-300	Misc. Contributions BCIC	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-3001	Misc. Contributions BISD	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-31	Misc. Contributions FR83 M/CTechnology Fund	.00	82,700.00	82,700.00	3,232.36	.00	30,192.56	52,507.44	37	33,978.71
573-311	Misc. Contributions FA311 Homeless Shelter Donations	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-312	Misc. Contributions Master Plan - GBIC	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-313	Misc. Contributions FA134 Robert Wood Johnson Founda	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-315	Misc. Contributions PUB RM Walsdorf - Mkt Sq Rev.	.00	.00	.00	.00	.00	.00	.00	+++	.00

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund **01 - General Fund**										
REVENUE										
Contributions										
573-317	Misc. Contributions BCIC-BARCC Nueter Program	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-318	Misc. Contributions BCIC Bville PR Campaing	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-319	Misc. Contributions BCIC & GBIC Retail Eco Dev Plan	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-32	Misc. Contributions Levi Strauss EMS	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-320	Misc. Contributions Children's Bike Rodeo	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-321	Misc. Contributions Sports Park Donations	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-322	Misc. Contributions FR72 BCIC/KBB Beautification Prj	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-325	Misc. Contributions Children's Museum A/C Contrib.	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-326	Misc. Contributions BPD - NNDDA K9 Conference	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-327	Misc. Contributions KaBOOM PEC Finalist	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-328	Misc. Contributions FA138 - Main St District Program	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-329	Misc. Contributions FA143 - FIRE - 911 Memorial Ride	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-33	Misc. Contributions 85th Annual TAAF Conference	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-330	Misc. Contributions FR129 - BiNational 10K Run	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-331	Misc. Contributions Donations - Gift Cards	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-332	Misc. Contributions GBIC - Careers and Coffee Expo	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-334	Misc. Contributions Animal Shelter Angel Pet Adopt.	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-335	Misc. Contributions GBIC - Space Related Actvities	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-337	Misc. Contributions BPD - DEA Equipment Purchases	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-34	Misc. Contributions FA23 Firefighters Christmas	.00	5,402.00	5,402.00	3,126.05	.00	25,716.05	(20,314.05)	476	19,260.00
573-345	Misc. Contributions FA25 BFD Fire Fest Event	.00	8,791.00	8,791.00	.00	.00	2,000.00	6,791.00	23	.00
573-346	Misc. Contributions FR346 CMD Events Sponsorships	.00	.00	.00	.00	.00	41,000.00	(41,000.00)	+++	.00
573-35	Misc. Contributions Bro Pride Fair Contributions	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-36	Misc. Contributions PID Contribution	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-37	Misc. Contributions Leadership XV Contr to Beaut Com	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-38	Misc. Contributions FR84 Security (COB Officer)	.00	6,000.00	6,000.00	3,886.51	.00	36,270.72	(30,270.72)	605	40,858.82
573-39	Misc. Contributions Older American Month FNB	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-40	Misc. Contributions BC & VB Cont. Border Film Comm	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-41	Misc. Contributions CDBG Chachalaca Reimbursements	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-42	Misc. Contributions CDBG Demolition Reimbursement	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-43	Misc. Contributions CDBG Reimb to Public Wks Streets	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-44	Misc. Contributions Anti Graffiti Mural Project	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-441	Misc. Contributions Mural Grant Program	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-45	Misc. Contributions 4th of July Contributions	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-46	Misc. Contributions PUB Mowing	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-47	Misc. Contributions BISD - Sidewalks Reimbursement	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-49	Misc. Contributions Build a Vibrant Bville Lect Sers	.00	.00	.00	.00	.00	.00	.00	+++	.00

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund **01 - General Fund**										
REVENUE										
Contributions										
573-50	Misc. Contributions Acct. Reser See 01-101-579-176	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-53	Misc. Contributions Trees for the Trail	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-549	Misc. Contributions C-19 Drive Thru Testing Svcs COH	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-553	Misc. Contributions BPD Crisis Response Unit (MH)	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-56	Misc. Contributions (FR117)Palm Tree Trimming Contrb	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-586	Misc. Contributions PetCo Love Grant	.00	.00	.00	.00	.00	25,000.00	(25,000.00)	+++	.00
573-587	Misc. Contributions ASPCA-Am Society for Prev of Cru	.00	.00	.00	.00	.00	17,000.00	(17,000.00)	+++	.00
573-61	Misc. Contributions CDBG Contr. Zena Street	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-641	Misc. Contributions TXWORKS Intern Progm	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-65	Misc. Contributions TX-21 Statewide Qrtly Meeting	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-70	Misc. Contributions City Plaza Grand Opening Cont.	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-701	Misc. Contributions FR819 BND for Beautification	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-710	Misc. Contributions FR112 The Challenge Brownsville	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-711	Misc. Contributions FA137 - Health Promotion Events	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-75	Misc. Contributions TX Police Games Contribution	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-76	Misc. Contributions El Valle Inv - A Fernandez Easmt	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-77	Misc. Contributions Youth Services - Donations	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-85	Misc. Contributions Matamoros Bi-National Hlth Cncl	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-86	Misc. Contributions VRMC Heart Monitor Contr FY09	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-87	Misc. Contributions Donations - City Library	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-88	Misc. Contributions BHA Street Repairs	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-95	Misc. Contributions FR111 Cyclobia Cont/Donations	.00	.00	.00	.00	.00	110.89	(110.89)	+++	.00
573-98	Misc. Contributions BPUB Hackberry Street	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-99	Misc. Contributions BPUB - Owens Road	.00	.00	.00	.00	.00	.00	.00	+++	.00
574	P. U. B. Street Patching	450,000.00	.00	450,000.00	324,850.00	.00	698,098.60	(248,098.60)	155	284,674.05
575	P. U. B. Underbillings	.00	.00	.00	.00	.00	.00	.00	+++	.00
577	Contributions in Aid of Cons	.00	.00	.00	.00	.00	.00	.00	+++	.00
5791	PUB 13th Street Construction	.00	.00	.00	.00	.00	.00	.00	+++	.00
5879-101	Donations FR185 M Gianfala, Animal Shelter	.00	.00	.00	.00	.00	.00	.00	+++	.00
Contributions Totals		$500,000.00	$357,604.00	$857,604.00	$374,320.96	$0.00	$1,175,116.40	($317,512.40)	137%	$556,988.54
Utility Services From BPUB										
578	Utility Services PUB	3,575,200.00	.00	3,575,200.00	380,276.25	.00	3,148,943.11	426,256.89	88	3,444,137.94
578-01	Utility Services PUB Energy Savings	.00	.00	.00	.00	.00	.00	.00	+++	.00
Utility Services From BPUB Totals		$3,575,200.00	$0.00	$3,575,200.00	$380,276.25	$0.00	$3,148,943.11	$426,256.89	88%	$3,444,137.94

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Fund **01 - General Fund**										
REVENUE										
Surplus Funds From BPUB										
576	BPUB Cash Transfer	10,200,000.00	.00	10,200,000.00	2,939,824.70	.00	8,725,241.20	1,474,758.80	86	8,419,426.90
576-01	BPUB Cash Transfer Economic Assistance	.00	.00	.00	.00	.00	.00	.00	+++	.00
576-02	BPUB Cash Transfer BPUB Lawsuit Settlement	.00	.00	.00	.00	.00	.00	.00	+++	.00
576-03	BPUB Cash Transfer Prior Year	.00	.00	.00	.00	.00	.00	.00	+++	.00
576-09	BPUB Cash Transfer Reimbursement	.00	.00	.00	.00	.00	(30,795.00)	30,795.00	+++	.00
576-10	BPUB Cash Transfer Cash for Utility Serv to Agencie	.00	.00	.00	.00	.00	.00	.00	+++	.00
576-11	BPUB Cash Transfer BPUB Late Penalty Charge Increas	.00	.00	.00	.00	.00	.00	.00	+++	.00
576-12	BPUB Cash Transfer Waiving of Billing Fee	.00	.00	.00	.00	.00	.00	.00	+++	.00
576-13	BPUB Cash Transfer FA1590 Oklaunion Sale	.00	210,169.00	210,169.00	.00	.00	.00	210,169.00	0	.00
Surplus Funds From BPUB Totals		$10,200,000.00	$210,169.00	$10,410,169.00	$2,939,824.70	$0.00	$8,694,446.20	$1,715,722.80	84%	$8,419,426.90
Intergovernmental										
579-01	Local, State & Fed Grant FEMA (Bret '99)	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-013	Local, State & Fed Grant Choice Neighborhood Planning Grt	.00	.00	.00	.00	.00	.00	.00	+++	59,272.79
579-014	Local, State & Fed Grant UT HRSA Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-015	Local, State & Fed Grant NACCHO GRANT BRO. BLOQ COVID-19	.00	532.00	532.00	.00	.00	.00	532.00	0	8,476.05
579-016	Local, State & Fed Grant TSLAC Texas Reads TXR-22009	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-017	Local, State & Fed Grant Emergency Connectivity Fund	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-018	Local, State & Fed Grant Southmost Planetarium Project	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-019	Local, State & Fed Grant Texas Digital Navigators 2022	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-02	Local, State & Fed Grant Cameron Co Drug Enf Tk Force	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-020	Local, State & Fed Grant NRPA Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-021	Local, State & Fed Grant COVID-19 FEMA 90/10%	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-022	Local, State & Fed Grant GET PHIT	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-023	Local, State & Fed Grant TSLAC Spec. Proj. Grant Program	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-024	Local, State & Fed Grant Borrow My Gear CCP	.00	.00	.00	.00	.00	.00	.00	+++	250.00
579-025	Local, State & Fed Grant Emergency Operations Center(EOC)	.00	.00	.00	.00	.00	.00	.00	+++	224,763.78
579-026	Local, State & Fed Grant Public Health Infras. Grant	.00	.00	.00	.00	.00	.00	.00	+++	181,787.39
579-027	Local, State & Fed Grant Choice Nbhds Grant Match BHOC	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-029	Local, State & Fed Grant 2023 JAG	.00	.00	.00	.00	.00	.00	.00	+++	1,358.11
579-030	Local, State & Fed Grant FY24 Op. LoneStar Program	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-034	Local, State & Fed Grant Cameron-2023 OPSG #4131805	.00	.00	.00	.00	.00	.00	.00	+++	25,396.40
579-035	Local, State & Fed Grant 2024 OPSG #4131806	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-036	Local, State & Fed Grant Rescue Task Force Ballistic Gear	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-038	Local, State & Fed Grant LBSP FY 2025 2997910	.00	.00	.00	.00	.00	.00	.00	+++	132,869.37

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Fund **01 - General Fund**										
REVENUE										
Intergovernmental										
579-04	Local, State & Fed Grant STEP DWI	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-047	Local, State & Fed Grant SFY24 ILL Reimbursement Program	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-048	Local, State & Fed Grant FY24 COPS Tech & Equip Program	.00	.00	.00	.00	.00	60,729.14	(60,729.14)	+++	.00
579-05	Local, State & Fed Grant U. S. Customs Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-07	Local, State & Fed Grant Police Training Reim.	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-08	Local, State & Fed Grant Hwy Sec. 112 Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-10	Local, State & Fed Grant Traser STEP Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-100	Local, State & Fed Grant Zoo Composting Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1003	Local, State & Fed Grant 2008-025176 EMS Local Proj Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-101	Local, State & Fed Grant FBI (RGVVCTF) - Overtime	.00	.00	.00	.00	.00	1,314.60	(1,314.60)	+++	8,294.03
579-1018	Local, State & Fed Grant STEP-Impaired Driving Mobiliz.	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-102	Local, State & Fed Grant DEA - Overtime Reimbursement	.00	.00	.00	.00	.00	6,216.64	(6,216.64)	+++	10,605.54
579-103	Local, State & Fed Grant 2001 LLEBG	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1032	Local, State & Fed Grant SU (09 ARRA) EBM JAG #23225-01	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1036	Local, State & Fed Grant Gang Disruption Init #24290-01	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1037	Local, State & Fed Grant FEMA Alex 10	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1038	Local, State & Fed Grant ICE MOU Joint Oper/Task Force	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-104	Local, State & Fed Grant ICE Task Force	.00	.00	.00	.00	.00	4,441.69	(4,441.69)	+++	.00
579-1048	Local, State & Fed Grant The NRA Foundation, Inc. (BPD)	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-105	Local, State & Fed Grant Click It or Ticket/STEP	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-106	Local, State & Fed Grant DEA - Canine Task Force	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1062	Local, State & Fed Grant Cameron - 2020 Op. SG #4131802	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1064	Local, State & Fed Grant FEMA FY23 Shelter & Service Prog	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1065	Local, State & Fed Grant OOG FY21 BPD SWAT TEAM EQUIPMENT	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1066	Local, State & Fed Grant Cameron - 2022 Op. Stonegarden	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1067	Local, State & Fed Grant CC SLFRF Subaward ARPA	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1068	Local, State & Fed Grant FY26 General Victim Assist Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-107	Local, State & Fed Grant Revenue - 2002 LLEBG	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-108	Local, State & Fed Grant TSA - Supporting Host Agency	.00	.00	.00	.00	.00	.00	.00	+++	5,021.50
579-109	Local, State & Fed Grant FEMA - Hurricane Program '03	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-110	Local, State & Fed Grant Juvenile Delinquency DITEI(	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-111	Local, State & Fed Grant Weed & Seed - Westside	.00	.00	.00	.00	.00	.00	.00	+++	.00

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund **01 - General Fund**										
REVENUE										
Intergovernmental										
579-1110	Local, State & Fed Grant In-Kind/City of Brownsville	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1112	Local, State & Fed Grant Texas Historical Commission	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-112	Local, State & Fed Grant Amer Battlefield Protect Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-113	Local, State & Fed Grant Traffic-Airport Security	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-114	Local, State & Fed Grant Public Works-Airport Security	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1141	Local, State & Fed Grant Tx Dept St Hlth Serv Grant 07	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1143	Local, State & Fed Grant TX Dept State Hlth Serv Grnt 09	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-115	Local, State & Fed Grant EMS Upgrade - TDH Grant '04	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1151	Local, State & Fed Grant Recovery Act 2009 EBM JAG	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-116	Local, State & Fed Grant OCDETF-FBI	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1165	Local, State & Fed Grant OJP, Bulletproof Vest Partneship	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-117	Local, State & Fed Grant OCDETF-DEA	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-119	Local, State & Fed Grant Adopt a Resaca Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-12	Local, State & Fed Grant Civil Defense	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-120	Local, State & Fed Grant Loan Star Libraries Grant 02	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-121	Local, State & Fed Grant TNRCC-Compost Ed at the Zoo '02	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1213	Local, State & Fed Grant NIBRS	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-122	Local, State & Fed Grant TNRCC-Plastic Bag Recycling '02	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-124	Local, State & Fed Grant Loan Star Libraries Grant 04	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1246	Local, State & Fed Grant FTA 2018 PL TX-90-Y261	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1249	Local, State & Fed Grant 2019 PL TX-90-Y317	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-125	Local, State & Fed Grant Revenue - Operation Stonegarden	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1251	Local, State & Fed Grant Operation Stonegarden 2017	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1253	Local, State & Fed Grant LBSP FY 2020	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-126	Local, State & Fed Grant Erate 4	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-127	Local, State & Fed Grant Tobacco Grant (TXDOT)	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-128	Local, State & Fed Grant STEP-STEP COMP FY 2026	.00	.00	.00	.00	.00	.00	.00	+++	37,893.57
579-129	Local, State & Fed Grant ERates	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-13	Local, State & Fed Grant Live Now Reimburse	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-130	Local, State & Fed Grant Ezra Jack Keats Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1304	Local, State & Fed Grant DHS/ICE OCDETF - Heroin Iniative	.00	.00	.00	.00	.00	.00	.00	+++	.00

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund **01 - General Fund**										
REVENUE										
Intergovernmental										
579-1305	Local, State & Fed Grant USMS - Opt Thor (Ck Compliance)	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1306	Local, State & Fed Grant EFSP Op. Immigrant Influx	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1307	Local, State & Fed Grant Bureau of ATF	.00	.00	.00	.00	.00	.00	.00	+++	294.38
579-1308	Local, State & Fed Grant HIDTA (WhiteSands - CC)	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1309	Local, State & Fed Grant USMS Operation Tornado (OT)	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-131	Local, State & Fed Grant Justice Assistance Grant (BJA)	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1311	Local, State & Fed Grant H.S.I. HIDTA OCDETF #SW-TXS-1356	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-132	Local, State & Fed Grant Weed & Seed (HUD) Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1321	Local, State & Fed Grant FEMA SAFER Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1324	Local, State & Fed Grant OCDETF-HSI HIDTA	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1325	Local, State & Fed Grant FR95 STATE Grant, Prg Inc (68A)	.00	.00	.00	1,480.00	.00	9,649.60	(9,649.60)	+++	9,687.00
579-1326	Local, State & Fed Grant DOJ 2022 BJA FY22 C&PL LE HRP	.00	.00	.00	.00	.00	.00	.00	+++	103,727.22
579-1327	Local, State & Fed Grant FR96 STATE Grt PrgInc(68A) Donna	.00	.00	.00	.00	.00	.00	.00	+++	1,340.00
579-133	Local, State & Fed Grant BPD/BISD - Radio System	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-134	Local, State & Fed Grant UTHSCSA Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-135	Local, State & Fed Grant Tx Dept State Hlth Grant 2005	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-136	Local, State & Fed Grant 2004 State Homeland Sec. LETPP	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-137	Local, State & Fed Grant 2004 State Homeland Sec. SHSP	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-138	Local, State & Fed Grant 2005 St. Homeland Sec-SHSP/LETP	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-139	Local, State & Fed Grant FA301 Cameron Works Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-14	Local, State & Fed Grant TxDOT West Loop	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1403	Local, State & Fed Grant BPD OP Cov Blue #2020-RZ-BX-0011	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1405	Local, State & Fed Grant DSHS PH Workforce Expansion	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1406	Local, State & Fed Grant Texas A&M UHSC - Vacunate Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-142	Local, State & Fed Grant US ICE - Cash Flow BPD	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-144	Local, State & Fed Grant USMS Fugitive Apprehension TF	.00	.00	.00	.00	.00	2,434.66	(2,434.66)	+++	748.44
579-145	Local, State & Fed Grant Loan Star Libraries Grant '05	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-147	Local, State & Fed Grant Loan Star Grant '06	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-148	Local, State & Fed Grant University of North Texas Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-149	Local, State & Fed Grant Comm Youth Develop 78520	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-15	Local, State & Fed Grant TXDOT Toll Bridge Study	.00	.00	.00	.00	.00	.00	.00	+++	.00

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Fund **01 - General Fund**										
REVENUE										
Intergovernmental										
579-150	Local, State & Fed Grant Gates Staying Connected Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1505	Local, State & Fed Grant DOJ COVID #2020-VD-BX-1570	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1506	Local, State & Fed Grant OOG COVID #41674-01	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-151	Local, State & Fed Grant Scrap Tire Recycling '06	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-152	Local, State & Fed Grant Gates "PAC HUG" 2006	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-153	Local, State & Fed Grant Loan Star Grant '07	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-154	Local, State & Fed Grant Cameron Park Lib. System '06	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-156	Local, State & Fed Grant SWB TX HIDTA - Vehicle (FBI)	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-157	Local, State & Fed Grant Loan Star Libraries Grant 2008	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-158	Local, State & Fed Grant FEMA (Dean '07)	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-159	Local, State & Fed Grant BPD-Border Star (DPS)	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-16	Local, State & Fed Grant STEP Speeding	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-160	Local, State & Fed Grant FR123 LRGV Trauma TSA V-Fire/EMS	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-161	Local, State & Fed Grant FR30 LEOSE Training Fire	.00	.00	.00	.00	.00	1,935.41	(1,935.41)	+++	1,090.79
579-162	Local, State & Fed Grant Dept. St. Health Serv. Grant '06	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-163	Local, State & Fed Grant UTB/BPD Youth Empowerment Grt.	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-167	Local, State & Fed Grant EPA US/MX Used Tire Mtgtion Grnt	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-168	Local, State & Fed Grant USMS Prjct Safe Neighborhood TSD	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-169	Local, State & Fed Grant FEMA (Dolly '08)	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1691	Local, State & Fed Grant Lcl Ste & Fed Grnt FEMA (Ike 08)	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1692	Local, State & Fed Grant FEMA Harvey 2017	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1693	Local, State & Fed Grant FEMA Severe Weather	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-17	Local, State & Fed Grant Port Toll Bridge Study	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-170	Local, State & Fed Grant Loan Star Grant - Library 03	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-171	Local, State & Fed Grant Lone Star Libraries Grant Fy '09	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1710	Local, State & Fed Grant Loan Star Libraries Grant 2010	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1711	Local, State & Fed Grant Loan Star Libraries Grant FY 11	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1712	Local, State & Fed Grant Loan Star Libraries Grant FY 12	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-172	Local, State & Fed Grant 08-09 Satellite GO Centers Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-174	Local, State & Fed Grant BBHW Conference	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1740	Local, State & Fed Grant DHHS/OASH - H1N1 Promotion	.00	.00	.00	.00	.00	.00	.00	+++	.00

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Fund **01 - General Fund**										
REVENUE										
Intergovernmental										
579-1741	Local, State & Fed Grant FR132 DHHS/OASH- Wellness	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1742	Local, State & Fed Grant 17 Hurricane PH Crisis Resp Grnt	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-175	Local, State & Fed Grant Acct. Reserve See 01-101-573-	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-176	Local, State & Fed Grant BISD/Southmost Library Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-177	Local, State & Fed Grant FR72 HEB & Keep Tx Beautiful GNT	.00	.00	.00	.00	.00	5,000.00	(5,000.00)	+++	.00
579-178	Local, State & Fed Grant Cam County Lib System Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-179	Local, State & Fed Grant 07-08 Petsmart Charities Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-18	Local, State & Fed Grant FHA Palm Blvd. Traff Sig P	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-180	Local, State & Fed Grant NAPCOR Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-181	Local, State & Fed Grant TCEQ Petroleum Storage Remed.	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-185	Local, State & Fed Grant FEMA Reimbursement:Dolly 2008	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-187	Local, State & Fed Grant 2006 State Homeland Sec-SHSP	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-188	Local, State & Fed Grant 2006 State Homeland Sec-LETPP	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-190	Local, State & Fed Grant USMS-FY07 Project Safe Nghbrhood	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-191	Local, State & Fed Grant CJD - Gang Initiative	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-192	Local, State & Fed Grant 2007 State Homeland Sec - SHSP	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-193	Local, State & Fed Grant 2007 State Homeland Sec - LETPP	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-194	Local, State & Fed Grant USMS Fug APP TF-Vehicle (F & M)	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-195	Local, State & Fed Grant 2008 State Homeland Sec. - SHSP	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-196	Local, State & Fed Grant 2008 State Homeland Sec. - LEAP	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-197	Local, State & Fed Grant TWDB G080010 Villanueva Easemnts	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-198	Local, State & Fed Grant BECC Reimbursement - TAA10-032	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-199	Local, State & Fed Grant TDHSH-Free Play Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-200	Local, State & Fed Grant CJD-Gang Prevention & Coord Init	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-201	Local, State & Fed Grant USMS Fug App TF - Supplies	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-203	Local, State & Fed Grant BECC TAA10038 Sister City Update	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-204	Local, State & Fed Grant TAA10-044 BECC 2012 Border Proj	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-205	Local, State & Fed Grant SWB STX HIDTA - Vehicle (FBI) 10	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-206	Local, State & Fed Grant US Marshal Serv Vehicle Donation	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-207	Local, State & Fed Grant '09 State Homeland Sec. - SHSP	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-208	Local, State & Fed Grant '09 State Homeland Sec. - LEAP	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-209	Local, State & Fed Grant 10 State Homeland Sec. - SHSP	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-210	Local, State & Fed Grant 10 State Homeland Sec-SHSP/LETPA	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-211	Local, State & Fed Grant Dollar General Lit. Fnd. Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00

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Fund **01 - General Fund**										
REVENUE										
Intergovernmental										
579-212	Local, State & Fed Grant SWB STX HIDTA-Vehicle (FBI) 11	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-214	Local, State & Fed Grant Fingerprint ID System #24730-01	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-219	Local, State & Fed Grant 11 St. Home. Sec.-SHSP/LETPA	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-22	Local, State & Fed Grant Op-STEP Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-221	Local, State & Fed Grant 11 St. Home. Sec.- SHSP	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-2211	Local, State & Fed Grant DSHS Healthy Babies Grant	.00	.00	.00	6,920.56	.00	6,920.56	(6,920.56)	+++	48,653.69
579-2212	Local, State & Fed Grant Vector Educational Outreach	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-2213	Local, State & Fed Grant Interlocal Coop Contr Grant Reim	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-222	Local, State & Fed Grant Transforming Texas Grant (Health	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-224	Local, State & Fed Grant US Dept Interior Hike & Bike Tra	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-225	Local, State & Fed Grant 2012 St. Homeland Sec-SHSP-LETPA	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-226	Local, State & Fed Grant CCHHS Hospital Prep Pgm Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-227	Local, State & Fed Grant TDSHS 2013-042888 Fire Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-228	Local, State & Fed Grant F.A.S.T.-B'ville (Sept)	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-229	Local, State & Fed Grant F.A.S.T.-Other Agencies	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-230	Local, State & Fed Grant 2013 State Hmland Sec SHSP/LETPA	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-231	Local, State & Fed Grant 2013 State Hmland Sec SHSP	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-234	Local, State & Fed Grant DSRIP Project-Public Health	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-235	Local, State & Fed Grant Stillman Foundation Grant-BSN	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-236	Local, State & Fed Grant TDSH 2014-045238-Ambulance Remou	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-238	Local, State & Fed Grant Racks for Bikes Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-239	Local, State & Fed Grant Dept.State Health Services - PO	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-24	Local, State & Fed Grant Section 112 Consultant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-241	Local, State & Fed Grant TDSHS CVD & Stroke Program	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-243	Local, State & Fed Grant 2012 ST Hmlnd Sec Grnt SHSP	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-244	Local, State & Fed Grant 2012 AFG-EMW-2012-FR-00371	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-245	Local, State & Fed Grant CC in Motion - VBMF (FR120)	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-245A	Local, State & Fed Grant CC in Motion-Prtnr Comm. (FR120)	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-246	Local, State & Fed Grant 2014 SHSP LETPA	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-247	Local, State & Fed Grant UTHSCH - SRV AGR 3-9-15 - MHCM	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-248	Local, State & Fed Grant 2015 State Homeland Sec. HSGP	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-249	Local, State & Fed Grant UTHSCH - SRV AGR 6/1/16	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-250	Local, State & Fed Grant Texas A&M-TIFMAS-Tuition(Fire)	.00	.00	.00	.00	.00	.00	.00	+++	.00

Revenue Budget by Account Classification Report

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund **01 - General Fund**										
REVENUE										
Intergovernmental										
579-251	Local, State & Fed Grant FBR124-APHA Healthiest C&C Chll.	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-252	Local, State & Fed Grant TAA17-013 Vector Habt Edu & Outr	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-253	Local, State & Fed Grant DSHS Border Health Month - FY 18	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-254	Local, State & Fed Grant Rifle Resis Body Armor Grant Prg	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-255	Local, State & Fed Grant (FR121) Walmart Comm. Grant-Fire	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-256	Local, State & Fed Grant FY2018 - SNAP - ED	.00	.00	.00	.00	.00	7,000.00	(7,000.00)	+++	45,669.15
579-257	Local, State & Fed Grant SHSP LETPA FY18 (BPD Tac Shd Eq)	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-258	Local, State & Fed Grant SHSP LETPA FY18 (BPD Bomb Un Eq)	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-259	Local, State & Fed Grant 2018 HSGP Equipment Upgrades	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-260	Local, State & Fed Grant Cameron - 2019 Op. Stonegarden	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-261	Local, State & Fed Grant Cameron - 2021 Op. Stonegarden	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-262	Local, State & Fed Grant LBSP FY 2023	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-263	Local, State & Fed Grant BPD Grant Program #4617401	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-264	Local, State & Fed Grant LBSP FY 2024	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-265	Local, State & Fed Grant FY 2024 Rifle-Resistant Body Arm	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-268	Local, State & Fed Grant FY 2024 Justice Assistance Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-270	Local, State & Fed Grant EMS HHS CARES Provider Relief Fd	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-271	Local, State & Fed Grant 2019 TX OOG VCAFGP	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-272	Local, State & Fed Grant 2020 TX OOG HSGP	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-273	Local, State & Fed Grant 2021 TX OOG HSGP	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-274	Local, State & Fed Grant 2021 JAG	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-275	Local, State & Fed Grant 2022 JAG	.00	.00	.00	.00	.00	.00	.00	+++	1,881.44
579-28	Local, State & Fed Grant Traffic Light Syn - Phase II	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-30	Local, State & Fed Grant CC Financial Disruption Task	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-31	Local, State & Fed Grant B. I. S. D. Police Services	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-3111	Local, State & Fed Grant UTHSCSA DSRIP Project	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-3113	Local, State & Fed Grant DSHS GN#2016-049328	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-3114	Local, State & Fed Grant TXDSHS-Pshp for a Healthy Border	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-33	Local, State & Fed Grant E. V. Paulson Estate	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-330	Local, State & Fed Grant FR129 - BiNational 10K Run	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-337	Local, State & Fed Grant FA135 Border Binational Health C	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-34	Local, State & Fed Grant South Texas Auto Theft Enf.	500,000.00	.00	500,000.00	.00	.00	.00	500,000.00	0	186,885.65
579-35	Local, State & Fed Grant BUS ADA Coordinator Cont.	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-361	Local, State & Fed Grant FY24 SB224 Catalytic Converter G	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-362	Local, State & Fed Grant FY25 SB224 Catalytic Converter G	.00	.00	.00	.00	.00	.00	.00	+++	.00

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Fund **01 - General Fund**										
REVENUE										
Intergovernmental										
579-363	Local, State & Fed Grant FY26 SB226 CC 224-26-0310100	.00	.00	.00	.00	.00	26,046.66	(26,046.66)	+++	.00
579-37	Local, State & Fed Grant Texas Forest Service	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-39	Local, State & Fed Grant L. R. G. V. D. C. Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-40	Local, State & Fed Grant Maint. of Traffic Signals	.00	.00	.00	4,090.00	.00	36,810.00	(36,810.00)	+++	36,810.00
579-41	Local, State & Fed Grant BUS - P. C. Specialist Cont.	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-42	Local, State & Fed Grant Wal-Mart Foundation	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-425	Local, State & Fed Grant Local Border Security Prog-Fy 14	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-428	Local, State & Fed Grant Local Boder Security Prog-FY2013	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-43	Local, State & Fed Grant Non-Point Pollution Proj. 94	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-432	Local, State & Fed Grant NIBRS Arrest Form Module	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-433	Local, State & Fed Grant DSHS Obesity Grant 537170173	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-434	Local, State & Fed Grant FY23 SHSP SWAT Team Eq #4254002	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-44	Local, State & Fed Grant Police Hiring Supplement Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-45	Local, State & Fed Grant S. P. Museum Engine Shelter	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-46	Local, State & Fed Grant Used Oil Recycling Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-47	Local, State & Fed Grant Oil Filter Crushing Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-48	Local, State & Fed Grant Waste Minimization Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-4893	Local, State & Fed Grant SSP Immigration Influx Op	.00	.00	.00	.00	.00	.00	.00	+++	1,422,943.68
579-4894	Local, State & Fed Grant SSP-A Immigration Influx Op	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-4895	Local, State & Fed Grant SSP-C Immigration Influx Op	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-49	Local, State & Fed Grant Traf Light Synchronization III	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-50	Local, State & Fed Grant SW Bell Excellence Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-504	Local, State & Fed Grant Healthy Babies FY25	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-51	Local, State & Fed Grant Brownsville Trees III	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-52	Local, State & Fed Grant TDH Dengue Assist. C. C. Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-5253	Local, State & Fed Grant FR93 FAST TF Forfetuire (Bville)	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-54	Local, State & Fed Grant Internet Assistance Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-549	Local, State & Fed Grant Coronavirus Relief Fund	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-5490	Local, State & Fed Grant Coronavirus Relief Fund (F)	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-55	Local, State & Fed Grant Used Oil Collection Grant - 1997	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-56	Local, State & Fed Grant LRGVDC - Proj 97-21-G05	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-566	Local, State & Fed Grant BJA 2024#15PBJA-21-GG-05162-JAGX	.00	.00	.00	.00	.00	.00	.00	+++	4,667.03
579-57	Local, State & Fed Grant TDH-97 Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-59	Local, State & Fed Grant Foundation - Health/Education	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-60	Local, State & Fed Grant Non-Pt Pollution 95	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-61	Local, State & Fed Grant LEOSE Fire Dept. Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-62	Local, State & Fed Grant Emer. Mana. Current Year	.00	.00	.00	.00	.00	.00	.00	+++	.00

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Fund **01 - General Fund**										
REVENUE										
Intergovernmental										
579-64	Local, State & Fed Grant STEP Operation Slowdown	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-65	Local, State & Fed Grant J. T. P. A. Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-66	Local, State & Fed Grant Dengue Prevention Grant CC & TDH	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-68	Local, State & Fed Grant BISN	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-69	Local, State & Fed Grant COPS MORE 96	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-70	Local, State & Fed Grant Gates Library Foundation Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-71	Local, State & Fed Grant B'Ville P.D. Comm/Youth Prog.	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-73	Local, State & Fed Grant FR61 LEOSE Training Allocation	.00	.00	.00	.00	.00	27,105.34	(27,105.34)	+++	28,148.72
579-74	Local, State & Fed Grant TNRCC - Compost Education	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-75	Local, State & Fed Grant Fire-Hurricane/Flood Emer Resp	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-76	Local, State & Fed Grant 98 Local Law Enforcement B.G.	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-77	Local, State & Fed Grant Operation Greenback	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-771	Local, State & Fed Grant LBSP FY 2015	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-772	Local, State & Fed Grant LBSP FY 2016	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-773	Local, State & Fed Grant LBSP FY 2017	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-774	Local, State & Fed Grant LBSP FY 2018	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-775	Local, State & Fed Grant LBSP FY 2019	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-776	Local, State & Fed Grant LBSP FY 2021	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-777	Local, State & Fed Grant LBSP FY 2022	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-78	Local, State & Fed Grant New Officers Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-781	Local, State & Fed Grant Fire Dive and Rescue Equip Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-782	Local, State & Fed Grant FY20 Border Zone Fire Dept Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-79	Local, State & Fed Grant Weed & Seed Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-80	Local, State & Fed Grant Yard Waste Reduction Grant - Rev	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-81	Local, State & Fed Grant TNRCC - Compost Production	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-82	Local, State & Fed Grant UUNET Internet Services (USAC)	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-83	Local, State & Fed Grant Gen Land Off-Rescue & Recovery	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-84	Local, State & Fed Grant TNRCC-Compost Diversion Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-86	Local, State & Fed Grant Telecomm Infrastructure Fd Gt	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-87	Local, State & Fed Grant TNRCC - Recycling Education	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-88	Local, State & Fed Grant Underage Drinking Initiative	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-89	Local, State & Fed Grant FR92 STATE Grant, Program Income	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-90	Local, State & Fed Grant TNRCC - B'ville Compress Cleanup	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-91	Local, State & Fed Grant 99 LLEBG	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-92	Local, State & Fed Grant 2000 LLEBG	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-93	Local, State & Fed Grant Rio-Net Project - BPD	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-94	Local, State & Fed Grant TNRCC #01-21-G04	.00	.00	.00	.00	.00	.00	.00	+++	.00

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Fund **01 - General Fund**										
REVENUE										
Intergovernmental										
579-95	Local, State & Fed Grant TNRCC #01-21-G05	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-96	Local, State & Fed Grant COPS in School	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-97	Local, State & Fed Grant TDH 2001 Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-98	Local, State & Fed Grant TDH Border Hlth Grant 2001	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-99	Local, State & Fed Grant ERate Library Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-9900	Local, State & Fed Grant SENIORS BRASS PROG -ACTS & SERVS	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-991	Local, State & Fed Grant Texas Book Festival	.00	.00	.00	.00	.00	.00	.00	+++	.00
Intergovernmental Totals		$500,000.00	$532.00	$500,532.00	$12,490.56	$0.00	$195,604.30	$304,927.70	39%	$2,588,535.72
Misc. Revenue										
582	Sale of Fixed Assets	.00	.00	.00	.00	.00	.00	.00	+++	.00
5830-01	Sale of Materials Traffic	34,318.00	.00	34,318.00	2,657.50	.00	35,115.50	(797.50)	102	20,453.21
5830-02	Sale of Materials Public Works/Streets	.00	.00	.00	.00	.00	.00	.00	+++	.00
584	Auction Sales / City Property	51,638.00	.00	51,638.00	.00	.00	.00	51,638.00	0	.00
585	Damages to City Property	.00	.00	.00	.00	.00	.00	.00	+++	.00
586	Sale of Land	.00	.00	.00	.00	.00	.00	.00	+++	.00
586-01	Sale of Land Land	.00	.00	.00	.00	.00	.00	.00	+++	.00
586-02	Sale of Land Right of Way Sale	.00	.00	.00	.00	.00	.00	.00	+++	.00
586-03	Sale of Land Abandonment	.00	.00	.00	.00	.00	.00	.00	+++	.00
586-10	Sale of Land Cueto Building	.00	.00	.00	.00	.00	.00	.00	+++	.00
Misc. Revenue										
586-21	Sale of Land Logan's	.00	.00	.00	.00	.00	.00	.00	+++	.00
586-25	Sale of Land Vacant Lots (HUD Lots)	.00	.00	.00	.00	.00	.00	.00	+++	.00
587	Misc. Revenues	.00	.00	.00	.00	.00	34,766.00	(34,766.00)	+++	400.44
587-02	Misc. Revenues TX Workforce Building	.00	1,500,000.00	1,500,000.00	.00	.00	1,500,000.00	.00	100	.00
587-024	Misc. Revenues Program Income - Borrow My Gear	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-03	Misc. Revenues P. U. B. Reimb-A. Barbosa	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-04	Misc. Revenues Credit Union Reimb.-A. Barbosa	52,109.00	.00	52,109.00	.00	.00	.00	52,109.00	0	63,374.66
587-05	Misc. Revenues Commission on Telephones	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-06	Misc. Revenues Comm. on Cokes, Candy, Etc.	1,093.00	.00	1,093.00	.00	.00	255.48	837.52	23	977.31
587-07	Misc. Revenues Sale of Maps, Books,Etc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-08	Misc. Revenues Insurance Claims/Reimb.	257,073.00	.00	257,073.00	19,029.65	.00	267,686.03	(10,613.03)	104	204,959.26
587-10	Misc. Revenues Miscellaneous	422,630.00	.00	422,630.00	(527.40)	.00	112,078.28	310,551.72	27	148,679.61
587-100	Misc. Revenues Late Pmt. Penalty/% Rev. FBI	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-1004	Misc. Revenues Reim. Weatherzn disallowed chrgs	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-1006	Misc. Revenues TXU Energy Rebate	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-1007	Misc. Revenues Warranty Reimbursement	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-1009	Misc. Revenues FR94 PropertyRoom.com	.00	.00	.00	.00	.00	.00	.00	+++	.00

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Fund **01 - General Fund**										
REVENUE										
Misc. Revenue										
587-101	Misc. Revenues Adrian Losoya/Restitution	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-1010	Misc. Revenues JustFOIA Request Fees	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-1015	Misc. Revenues BPD CARFAX PCA Report	14,389.00	.00	14,389.00	3,000.00	.00	11,196.00	3,193.00	78	12,648.00
587-1016	Misc. Revenues Opioid Abatement Settlement	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-102	Misc. Revenues Services for P. I. D.	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-103	Misc. Revenues Capitol Property Leases	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-104	Misc. Revenues Contribition for Beautification	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-105	Misc. Revenues D. D. C. Share P. Goodman Salary	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-106	Misc. Revenues Cameron County Rev. Sharing	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-107	Misc. Revenues M. U. D	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-108	Misc. Revenues Crimestoppers Bro. Chamber	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-109	Misc. Revenues Late Pmt Penalty/% Rev DEA	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-11	Misc. Revenues Auctions/Abandoned Property	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-110	Misc. Revenues Jose Mancillas - Restitution	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-1102	Misc. Revenues Sale of Stillman Clinic Equipmnt	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-1103	Misc. Revenues Restitution - Jose G. Sanchez	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-1104	Misc. Revenues Gerardo Zolezzi - Restitution	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-1106	Misc. Revenues Restitution- Alicia Gonzalez	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-111	Misc. Revenues T. S. C. Share of Levee Paving	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-112	Misc. Revenues FA133-4th July Comm Donation	.00	.00	.00	.00	.00	22,000.00	(22,000.00)	+++	.00
587-113	Misc. Revenues Daniel Sanchez - Restitution	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-114	Misc. Revenues BPD - Task Forces	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-115	Misc. Revenues Jail Telephone Commission	2,943.00	.00	2,943.00	.00	.00	1,787.60	1,155.40	61	2,545.98
587-116	Misc. Revenues MVEC Refund	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-117	Misc. Revenues Prompt Payment Revenue	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-118	Misc. Revenues Cash Short/Over Health Dept.	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-119	Misc. Revenues Resved. See Acct. 01-101-579-1	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-12	Misc. Revenues Sales of Plans & Specifications	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-120	Misc. Revenues FR116 Via Network Service 00/01	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-1205	Misc. Revenues Purchasing - Bid Bonds	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-1206	Misc. Revenues Armory Cmplx Prcds-340 Porter Dr	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-121	Misc. Revenues Older American Contribution	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-123	Misc. Revenues Reserved See Acct. 01-101-579	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-124	Misc. Revenues Bro Youth Adv. Comm Blockbash	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-125	Misc. Revenues ERate 4 - SBC	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-127	Misc. Revenues SWB - ERate 5	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-128	Misc. Revenues Worldcom - ERate 5	.00	.00	.00	.00	.00	.00	.00	+++	.00

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund **01 - General Fund**										
REVENUE										
Misc. Revenue										
587-129	Misc. Revenues Southern Union Co. Settlements	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-130	Misc. Revenues Norma Tovar - Restitution	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-131	Misc. Revenues Jennifer Wiegel Restitution	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-132	Misc. Revenues Mary Rodriguez Restitution	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-133	Misc. Revenues Rebates	26,648.00	.00	26,648.00	.00	.00	41,688.60	(15,040.60)	156	36,055.22
587-134	Misc. Revenues Roel Martinez - Restitution	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-135	Misc. Revenues US Postal Serv. Lease/City Hall	46,009.00	.00	46,009.00	4,166.67	.00	33,333.36	12,675.64	72	37,500.03
587-136	Misc. Revenues GSA Lease - City Plaza	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-137	Misc. Revenues Juan Martinez - Restitution	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-138	Misc. Revenues Jason Cifuentes - Restitution	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-139	Misc. Revenues BCIC - Admin. Services	24,000.00	.00	24,000.00	.00	.00	.00	24,000.00	0	.00
587-14	Misc. Revenues GBIC - Admin. Services	136,000.00	.00	136,000.00	.00	.00	.00	136,000.00	0	.00
587-140	Misc. Revenues Marcela Fuentes - Restitution	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-141	Misc. Revenues Victoria Garcia - Restitution	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-142	Misc. Revenues C. P. L. Lawsuit	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-143	Misc. Revenues TML 2004 LB Equity Return	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-144	Misc. Revenues Wal-Mart Donation - Fire Station	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-145	Misc. Revenues Reinspection of Swimming Pools	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-146	Misc. Revenues Discont./Cease of Swimm. Pools	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-147	Misc. Revenues TML Meeting Contributions	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-148	Misc. Revenues IRS Tax Refund	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-149	Misc. Revenues CDCB Pay on HUD's Quest Cos	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-15	Misc. Revenues Citywide Indirect Costs	837,582.00	.00	837,582.00	242,372.98	.00	711,324.46	126,257.54	85	672,118.17
587-150	Misc. Revenues PG & E Energy Group Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-151	Misc. Revenues Resrvd See Acct. 01-101-579	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-152	Misc. Revenues Agustin Carrera - Restitution	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-153	Misc. Revenues Roberta Mrtz. Restitution	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-154	Misc. Revenues Nat'l Wildlife Refuge Rev Share	.00	.00	.00	.00	.00	578.25	(578.25)	+++	.00
587-155	Misc. Revenues TML 2005 Property Equity Ret.	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-1550	Misc. Revenues TML Property Equity Return	26,964.00	.00	26,964.00	(11.56)	.00	60,111.62	(33,147.62)	223	32,389.60
587-156	Misc. Revenues Library Photography service	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-157	Misc. Revenues Library Museum Digital Project	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-158	Misc. Revenues The Learner's Club	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-159	Misc. Revenues Restitution - Victoria Garcia	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-16	Misc. Revenues Sportsfest Revenue	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-160	Misc. Revenues Amer Heart Assoc - AED Grant '02	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-161	Misc. Revenues BPD/USCBP Firing Range	.00	.00	.00	.00	.00	.00	.00	+++	.00

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund **01 - General Fund**										
REVENUE										
Misc. Revenue										
587-168	Misc. Revenues On-Line Auction	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-169	Misc. Revenues MVEC Refunds	.00	.00	.00	.00	.00	8,287.71	(8,287.71)	+++	9,446.62
587-17	Misc. Revenues S.T.E.P. Program Revenue	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-170	Misc. Revenues Levi Strauss Grant - Fire	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-171	Misc. Revenues PW Live Bottom Trailer CDBG Reim	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-172	Misc. Revenues TML Refund Lib. Ins.	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-1720	Misc. Revenues TML Refund W/C Equity Return	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-173	Misc. Revenues BCIC Sports Park Maint Fee	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-1735	Misc. Revenues Sports Park Adv / Naming Rights	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-174	Misc. Revenues Winstorm Insurance Reimbursement	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-175	Misc. Revenues CDBG Reim. - La Villita	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-177	Misc. Revenues Restitution - Animal Control	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-179	Misc. Revenues Bro. Beautification Committee	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-18	Misc. Revenues Abandoned Motor Vehicles	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-181	Misc. Revenues HCLS - TLC Project 2006	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-186	Misc. Revenues TXDOT Refund Engine Shelter Pro	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-187	Misc. Revenues BPUB - Sports Park	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-189	Misc. Revenues Cash Over/Short Traffic	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-19	Misc. Revenues Purchase Discounts	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-190	Misc. Revenues Interest on Note	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-199	Misc. Revenues Mr. Amigo Luncheon Rev.	903.00	.00	903.00	.00	.00	1,890.00	(987.00)	209	1,190.00
587-20	Misc. Revenues Sales Tax Discount	.00	.00	.00	3.19	.00	21.40	(21.40)	+++	20.55
587-200	Misc. Revenues BPD Accident Req for Reimb	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-201	Misc. Revenues Veterans Park Dedication Co	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-203	Misc. Revenues Juana Ballestero - Restitution	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-205	Misc. Revenues P-Card Rebate	112,572.00	.00	112,572.00	31,626.79	.00	82,275.62	30,296.38	73	113,324.35
587-206	Misc. Revenues Hgn Share-Haz Cargo Route Study	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-207	Misc. Revenues Recreation Center Donation	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-209	Misc. Revenues Animal Control Restitution	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-212	Misc. Revenues Fire Equip - Texas State Bank	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-214	Misc. Revenues Reimb. R. Esparza	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-215	Misc. Revenues Restitution - Jose Felipe Rangel	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-216	Misc. Revenues Cash Short/Over Sports Park	.00	.00	.00	.00	.00	.00	.00	+++	(1.00)
587-218	Misc. Revenues Restitution- Alicia H. Rodriguez	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-219	Misc. Revenues Restitution - Angel Villagomez	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-220	Misc. Revenues Melissa A. Sanchez - Restitution	.00	.00	.00	.00	.00	.00	.00	+++	.00

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Fund **01 - General Fund**										
REVENUE										
Misc. Revenue										
587-221	Misc. Revenues S. D. Perez - Restitution	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-222	Misc. Revenues Restitution - Joel Solano	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-224	Misc. Revenues Restitution-Jose Luis Martinez	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-226	Misc. Revenues Restitution-Abel Marin Hernandez	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-227	Misc. Revenues TML Property Rate Reduction	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-228	Misc. Revenues P-25 PISC Radio #2009C12438	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-230	Misc. Revenues Juan Gonzalez - Restitution	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-231	Misc. Revenues Unclaimed Property Recovery	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-232	Misc. Revenues Gilberto Rodriguez-Restitution	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-235	Misc. Revenues FNB Cashier's Ck - J. Navarro	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-237	Misc. Revenues Jamie Staneford restitution	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-238	Misc. Revenues Recycling Revenue (GMS)	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-24	Misc. Revenues Reimb. Gas & Diesel Tax	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-240	Misc. Revenues Daniel Herrera - Restitution	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-241	Misc. Revenues BPD - Reimb (SA) - Att Gen of Tx	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-242	Misc. Revenues Open Records	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-243	Misc. Revenues Sale of Civil Service Booklets	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-244	Misc. Revenues Youth Recreation Dept. Donation	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-246	Misc. Revenues AEP Settlement	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-248	Misc. Revenues Airport Shuttle Reimbursment	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-25	Misc. Revenues BISD Pool Reimbursement	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-253	Misc. Revenues FA131 AEP Settlement (assigned)	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-254	Misc. Revenues Attorney General Sexual Assaults	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-255	Misc. Revenues TXST Comptroller Events Trust Fd	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-256	Misc. Revenues M. Krishna Bequest-Medical Books	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-257	Misc. Revenues COBINAS Meetings DSHS	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-258	Misc. Revenues Fall Festival Revenue	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-259	Misc. Revenues Curbside Recycling Proceeds	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-261	Misc. Revenues Rendition Penalty - Late Rpting	.00	.00	.00	.00	.00	.00	.00	+++	59,405.24
587-265	Misc. Revenues BPD/BISD - Radio System	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-266	Misc. Revenues BPD/BND Radio System	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-267	Misc. Revenues (FA136)Sprint-Nextel Reband Proj	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-268	Misc. Revenues Sect 125 Flex Spd Refund	19,164.00	.00	19,164.00	.00	.00	.00	19,164.00	0	13,773.47
587-269	Misc. Revenues Address Letters	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-271	Misc. Revenues BPD-UTB/TSC - Radio System	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-272	Misc. Revenues Sale of Ammunition (BPD)	.00	.00	.00	.00	.00	.00	.00	+++	.00

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Fund **01 - General Fund**										
REVENUE										
Misc. Revenue										
587-273	Misc. Revenues BPD Disposition of Evidence	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-274	Misc. Revenues Fed Govt Border Fence Settlement	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-276	Misc. Revenues State Deployment Reimbursement	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-279	Misc. Revenues Unrealized Gains/Losses	.00	.00	.00	(32,945.22)	.00	(100,952.00)	100,952.00	+++	117,289.50
587-29	Misc. Revenues Charro Days Chair Rental	7,826.00	.00	7,826.00	.00	.00	3,036.00	4,790.00	39	4,532.50
587-30	Misc. Revenues Cash Over/Short Inspections	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-31	Misc. Revenues Cash Over/Short Vital Statistics	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-316	Misc. Revenues TxDOT Maintenance Agreement	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-32	Misc. Revenues Cash Over/Short Police	.00	.00	.00	1.35	.00	(18.65)	18.65	+++	176.70
587-33	Misc. Revenues Cash Over/Short SW. Pool	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-3311	Misc. Revenues BPD Miscellaneous	.00	.00	.00	.00	.00	.00	.00	+++	8,176.80
587-339	Misc. Revenues FR 296 BCIC Sp Prk Turf Impr Prj	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-34	Misc. Revenues Cash Over/Short Landfill	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-344	Misc. Revenues BPD Solicitor Permit-Charro Day	.00	.00	.00	.00	.00	105.00	(105.00)	+++	50.00
587-35	Misc. Revenues Cash Over/Short Vacant Lots	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-351	Misc. Revenues Sale of Equip. to BPD Officers	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-357	Misc. Revenues FR144 Southmost Veterans Parade	3,670.00	5,000.00	8,670.00	.00	.00	3,000.00	5,670.00	35	3,175.00
587-36	Misc. Revenues Cash Over/Short M. Court	.00	.00	.00	(.50)	.00	1.50	(1.50)	+++	2.00
587-37	Misc. Revenues Cash Over/Short EMS	.00	.00	.00	.00	.00	108.80	(108.80)	+++	.00
587-377	Misc. Revenues Vendor Refunds	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-38	Misc. Revenues Cash Over/Short City Sec.	.00	.00	.00	.30	.00	.30	(.30)	+++	.00
587-384	Misc. Revenues Vending Commissions	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-39	Misc. Revenues Cash Over/Short Engineering	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-394	Misc. Revenues Lawsuit Settlement Proceeds	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-400	Misc. Revenues Bank Am/Atty Gen Lawsuit Sttlmnt	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-401	Misc. Revenues Park's Special Events	20,311.00	.00	20,311.00	1,815.00	.00	25,537.00	(5,226.00)	126	15,000.00
587-41	Misc. Revenues Cash Over/Short Accounting	.00	.00	.00	.01	.00	(.05)	.05	+++	.08
587-416	Misc. Revenues Eagle Warehouse Revenue	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-419	Misc. Revenues Fleet Warranty Refunds	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-42	Misc. Revenues Cash Over/Short Health	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-43	Misc. Revenues Alfredo Garcia - Restitution	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-44	Misc. Revenues B'Ville Industrial Dev. Corp	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-440	Misc. Revenues BPD Unclaimed Property/Evidence	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-446	Misc. Revenues Brownsville Hurricane Awareness	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-447	Misc. Revenues BPD Court Subpoena	.00	.00	.00	10.00	.00	47.00	(47.00)	+++	133.57

Revenue Budget by Account Classification Report

Through 06/30/26
Prior Fiscal Year Activity Included
Detail Listing

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund **01 - General Fund**										
REVENUE										
Misc. Revenue										
587-448	Misc. Revenues BPD Solicitor Permit - Christmas	.00	.00	.00	.00	.00	.00	.00	+++	30.00
587-449	Misc. Revenues FA226-Developer QTRLY Meet&Greet	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-45	Misc. Revenues Asbestos Class Action Settlement	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-458	Misc. Revenues Sponsorships	.00	.00	.00	.00	.00	76,281.21	(76,281.21)	+++	19,000.00
587-46	Misc. Revenues TXDOT Traffic Control Devices	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-469	Misc. Revenues Alfredo Flores Restitution	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-47	Misc. Revenues Brownsville Compress Reimb.	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-48	Misc. Revenues Library - Hidalgo Co. Lib. Syst.	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-49	Misc. Revenues Library - SIRSI	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-493	Misc. Revenues DPP Bench Advertising	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-498	Misc. Revenues 1100 E. Adams Property Lease	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-499	Misc. Revenues FR110 Spectrum PEG CapitalFee	175,328.00	.00	175,328.00	.00	.00	67,181.51	108,146.49	38	84,110.82
587-500	Misc. Revenues CC District Clerk's Office	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-501	Misc. Revenues Commissioner Gowen-reimbursement	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-502	Misc. Revenues Atty/CCDAO/HPD/Defendant	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-503	Misc. Revenues FR110 AT&T PEG Capital Fee	.00	.00	.00	.00	.00	132.26	(132.26)	+++	20.13
587-504	Misc. Revenues Municipal Court MSB Rebate	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-505	Misc. Revenues FA142- Fire Com Out Prg (BFDCOP)	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-506	Misc. Revenues ****DO NOT USE****	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-507	Misc. Revenues Street Renaming	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-508	Misc. Revenues Trusted Driver Conv Fee (MunCrt)	.00	.00	.00	.00	.00	629.00	(629.00)	+++	.00
587-51	Misc. Revenues BEDC - Internet Connection	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-52	Misc. Revenues Reimb.-Proj. STP 95 (43) HES	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-53	Misc. Revenues F. C. U.- 100% - Employee Reimb.	75,276.00	.00	75,276.00	.00	.00	72,105.75	3,170.25	96	82,330.84
587-531	Misc. Revenues F.C.U.-100%-Other Employee Reimb	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-54	Misc. Revenues Resubmittal Fee	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-55	Misc. Revenues B. N. D. - T. B. I. C.	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-56	Misc. Revenues Clear Cut Veg. Removal	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-59	Misc. Revenues Hurricane Dolly - Insurance	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-60	Misc. Revenues Cash Over/Short Library	.00	.00	.00	14.18	.00	61.86	(61.86)	+++	24.25
587-61	Misc. Revenues Cash Over/Short Recycling Ctr.	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-63	Misc. Revenues Cash Over/Short - Planning	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-68	Misc. Revenues Cash Over/Short Finance	.00	.00	.00	.00	.00	(1.56)	1.56	+++	12.65
587-680	Misc. Revenues Cash Shor / Over Parks Admin	.00	.00	.00	.20	.00	.20	(.20)	+++	.00

Revenue Budget by Account Classification Report

Through 06/30/26
Prior Fiscal Year Activity Included
Detail Listing

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund **01 - General Fund**										
REVENUE										
Misc. Revenue										
587-73	Misc. Revenues CDBG Elizabeth Heights-Force Acc	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-74	Misc. Revenues GBIC - Prior Year Admin. Serv.	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-78	Misc. Revenues Bond Proceeds - 1999-B	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-79	Misc. Revenues DDC Reimbursement	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-80	Misc. Revenues Photocopies	8,063.00	.00	8,063.00	950.00	.00	7,750.00	313.00	96	7,400.00
587-84	Misc. Revenues SWB Conversion Feature Option	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-85	Misc. Revenues Magic Valley Electric Refund	6,249.00	.00	6,249.00	.00	.00	.00	6,249.00	0	.00
587-86	Misc. Revenues Land - Brownsville Compress Sale	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-863	Misc. Revenues Games of Texas	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-864	Misc. Revenues Games of Texas Sponsorship	.00	.00	.00	.00	.00	.00	.00	+++	2,500.00
587-87	Misc. Revenues Land - R. E. Smith Property Sale	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-88	Misc. Revenues Recycling Center	13,427.00	.00	13,427.00	.00	.00	.00	13,427.00	0	8,529.55
587-90	Misc. Revenues Restitution Payments	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-91	Misc. Revenues Los Tomates Farm	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-93	Misc. Revenues Raymundo Arteaga Jr. - Rest.	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-94	Misc. Revenues Proceeds from Sale of Bonds	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-95	Misc. Revenues Border Governor's Conference	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-96	Misc. Revenues Draper Drive Donation	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-97	Misc. Revenues Juan Jose Limon - Rest.	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-98	Misc. Revenues Guillermo Morales - Restitution	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-99	Misc. Revenues Cleaning of Lots Interest	33,851.00	.00	33,851.00	1,219.22	.00	14,363.87	19,487.13	42	20,859.68
587-991	Misc. Revenues Veterans Incent Hiring Training	.00	.00	.00	.00	.00	.00	.00	+++	.00
588	Cleaning of Lots	70,664.00	.00	70,664.00	2,554.97	.00	35,039.03	35,624.97	50	36,504.85
588-10	Cleaning of Lots Delinquent	.00	.00	.00	.00	.00	.00	.00	+++	.00
589	Int. Earned MM Checking Acct.	.00	.00	.00	.00	.00	.00	.00	+++	.00
589-02	Int. Earned MM Checking Acct. CCMA Cking Acct Int.	.00	.00	.00	.00	.00	.00	.00	+++	.00
590	Interest - Tax Distribution	.00	.00	.00	.00	.00	.00	.00	+++	.00
5991-10	Other Financing Sources - Lease Financing GG	.00	.00	.00	.00	.00	.00	.00	+++	.00
5991-20	Other Financing Sources - Lease Financing PS	.00	.00	.00	.00	.00	.00	.00	+++	.00
5991-30	Other Financing Sources - Lease Financing PW	.00	.00	.00	.00	.00	.00	.00	+++	.00
5991-70	Other Financing Sources - Lease Financing CR	.00	.00	.00	.00	.00	.00	.00	+++	.00
Misc. Revenue Totals		$2,480,700.00	$1,505,000.00	$3,985,700.00	$275,937.33	$0.00	$3,128,803.94	$856,896.06	79%	$1,839,119.64
Interest Income										
581	Interest Earned	1,519,627.00	.00	1,519,627.00	22,276.34	.00	1,065,842.25	453,784.75	70	885,548.76
589-01	Int. Earned MM Checking Acct. M. M. Checking Acct. Interest	280,373.00	.00	280,373.00	5,602.68	.00	111,354.46	169,018.54	40	159,161.23

Revenue Budget by Account Classification Report

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Prior Fiscal Year Activity Included
Detail Listing

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund **01 - General Fund**										
REVENUE										
Interest Income Totals		$1,800,000.00	$0.00	$1,800,000.00	$27,879.02	$0.00	$1,177,196.71	$622,803.29	65%	$1,044,709.99
Operating Transfers From Other Funds										
591	Transfers from Other Funds	.00	.00	.00	.00	.00	.00	.00	+++	.00
591-10	Transfers from Other Funds G. B. I. C.	.00	.00	.00	.00	.00	.00	.00	+++	.00
591-11	Transfers from Other Funds Convention & Tourism	.00	.00	.00	.00	.00	.00	.00	+++	336,168.01
591-12	Transfers from Other Funds Events Center Fund	.00	.00	.00	.00	.00	.00	.00	+++	.00
591-17	Transfers from Other Funds Comm Dev Prog	.00	.00	.00	.00	.00	.00	.00	+++	.00
591-20	Transfers from Other Funds General Non Bonded Debt Service	.00	.00	.00	.00	.00	.00	.00	+++	.00
591-21	Transfers from Other Funds Debt Service Bond Fund	.00	.00	.00	.00	.00	.00	.00	+++	.00
591-28	Transfers from Other Funds BPD Federal Forfeiture Fund	.00	.00	.00	.00	.00	.00	.00	+++	.00
591-29	Transfers from Other Funds BPD Forfeiture Fund	.00	.00	.00	.00	.00	.00	.00	+++	.00
591-40	Transfers from Other Funds Streets & Drainage	.00	.00	.00	.00	.00	.00	.00	+++	.00
591-42	Transfers from Other Funds Street Imp. Fund	.00	.00	.00	.00	.00	.00	.00	+++	.00
591-44	Transfers from Other Funds Landfill Tipping Fee Inc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
591-50	Transfers from Other Funds 1998 G. O. Bond Fund	.00	.00	.00	.00	.00	.00	.00	+++	.00
591-56	Transfers from Other Funds 2002 G O Fund	.00	.00	.00	.00	.00	.00	.00	+++	.00
591-62	Transfers from Other Funds Bridge Fund	3,100,000.00	.00	3,100,000.00	975,000.00	.00	2,525,000.00	575,000.00	81	.00
591-63	Transfers from Other Funds M. V. P. S. Fund	.00	.00	.00	.00	.00	.00	.00	+++	.00
591-66	Transfers from Other Funds Landfill Fund	9,600,000.00	.00	9,600,000.00	2,400,000.00	.00	7,200,000.00	2,400,000.00	75	.00
591-70	Transfers from Other Funds Employee Benefit Fund	.00	.00	.00	.00	.00	.00	.00	+++	.00
591-72	Transfers from Other Funds Worker's Comp. Fund	.00	.00	.00	.00	.00	.00	.00	+++	.00
591-75	Transfers from Other Funds 2004 G O Fund	.00	.00	.00	.00	.00	.00	.00	+++	.00
Operating Transfers From Other Funds Totals		$12,700,000.00	$0.00	$12,700,000.00	$3,375,000.00	$0.00	$9,725,000.00	$2,975,000.00	77%	$336,168.01
REVENUE TOTALS		$138,681,800.00	$4,249,000.00	$142,930,800.00	$13,592,922.26	$0.00	$116,258,123.35	$26,672,676.65	81%	$103,110,438.76
Fund **01 - General Fund** Totals		$138,681,800.00	$4,249,000.00	$142,930,800.00	$13,592,922.26	$0.00	$116,258,123.35	$26,672,676.65		$103,110,438.76
Grand Totals		$138,681,800.00	$4,249,000.00	$142,930,800.00	$13,592,922.26	$0.00	$116,258,123.35	$26,672,676.65		$103,110,438.76

Expense Budget by Function Report

Through 06/30/26
Prior Fiscal Year Activity Included
Summary Listing

Function / Sub Function	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund **01 - General Fund**									
EXPENSE									
10 - General Government	34,101,861.00	3,508,004.00	37,609,865.00	4,657,017.98	850,698.35	28,882,058.85	7,877,107.80	79	23,787,939.44
20 - Public Safety	71,079,414.00	2,271,209.00	73,350,623.00	5,885,644.90	831,181.59	53,103,477.73	19,415,963.68	74	55,033,906.48
30 - Public Works	10,697,517.00	799,585.00	11,497,102.00	815,359.14	492,793.35	7,030,054.08	3,974,254.57	65	6,088,995.32
40 - Sanitation	153,125.00	.00	153,125.00	12,243.07	(758.01)	141,982.02	11,900.99	92	155,186.47
50 - Public Health	3,583,872.00	85,941.00	3,669,813.00	425,628.66	152,136.02	2,963,217.97	554,459.01	85	2,754,954.48
60 - Public Assistance	.00	.00	.00	.00	.00	.00	.00	+++	.00
70 - Culture & Recreation	11,867,011.00	957,139.00	12,824,150.00	1,175,286.09	674,333.89	9,219,483.43	2,930,332.68	77	8,934,346.09
80 - Economic Development	.00	1,185,000.00	1,185,000.00	32,000.00	.00	475,841.36	709,158.64	40	763,541.21
90 - Operating Transfers to Other Funds	7,199,000.00	2,019,825.00	9,218,825.00	2,915,536.63	.00	6,317,471.63	2,901,353.37	69	3,428,113.26
85 - Capital Contributions to Other Funds	.00	.00	.00	.00	.00	.00	.00	+++	.00
165 - Public Transit	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	$138,681,800.00	$10,826,703.00	$149,508,503.00	$15,918,716.47	$3,000,385.19	$108,133,587.07	$38,374,530.74	74%	$100,946,982.75
Fund **01 - General Fund** Totals	$138,681,800.00	$10,826,703.00	$149,508,503.00	$15,918,716.47	$3,000,385.19	$108,133,587.07	$38,374,530.74		$100,946,982.75

Expense Budget by Function Report

Through 06/30/26
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Detail Listing

Organization	Organization Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund **01 - General Fund**										
EXPENSE										
Function **10 - General Government**										
01-130A	General Fund,Choice Neighborhood Planning Grt	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-131	General Fund,City Auditor	531,058.00	.00	531,058.00	42,173.96	.00	391,699.03	139,358.97	74	349,137.39
01-132	General Fund,Historic Downtown Heritage	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-134	General Fund,Downtown Revitalization Inf. Ctr	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-135	General Fund,Grant Management	591,525.00	.00	591,525.00	45,405.50	965.12	382,005.49	208,554.39	65	311,829.05
01-136	General Fund,Management Analysts	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-137	General Fund,Ent. Proj. Mgmt. Office (EPMO)	630,169.00	.00	630,169.00	41,019.01	(254.80)	440,716.90	189,706.90	70	426,896.64
01-140	General Fund,Municipal Court	2,127,999.00	.00	2,127,999.00	171,835.06	27,339.75	1,577,923.03	522,736.22	75	1,508,186.33
01-141	General Fund,Municipal Court Warrant Officers	267,170.00	.00	267,170.00	21,447.45	.00	195,528.73	71,641.27	73	189,954.46
01-211	General Fund,Financial Services	2,870,228.00	.00	2,870,228.00	180,895.41	76,432.35	1,776,280.35	1,017,515.30	65	2,026,245.77
01-212	General Fund,Procurement	908,249.00	.00	908,249.00	85,169.58	9,293.07	622,195.20	276,760.73	70	523,828.51
01-213	General Fund,EMS - Billing	679,870.00	(14,572.00)	665,298.00	47,926.91	20,099.25	555,199.37	89,999.38	86	318,551.51
01-215	General Fund,Old Fed. Courthouse - City Hall	95,699.00	.00	95,699.00	6,687.14	.00	57,133.49	38,565.51	60	70,036.20
01-216	General Fund,City Plaza	138,725.00	.00	138,725.00	9,112.17	.00	79,824.68	58,900.32	58	82,547.65
01-230	General Fund,J.T.P.A.	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-231	General Fund,Organizational Development & HR	1,399,966.00	22,000.00	1,421,966.00	115,404.37	64,806.14	1,030,415.11	326,744.75	77	1,083,902.38
01-232	General Fund,Safety/Risk Management	453,571.00	6,600.00	460,171.00	42,436.05	2,169.75	347,342.75	110,658.50	76	248,956.36
01-234	General Fund,Credit Union	254,819.00	.00	254,819.00	18,381.92	.00	166,331.55	88,487.45	65	162,549.55
01-241	General Fund,Information Technology (IT)	4,303,300.00	.00	4,303,300.00	1,162,622.94	.00	3,092,218.38	1,211,081.62	72	2,740,342.47
01-244	General Fund,Account reserved - Do not use	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-251	General Fund,City Secretary	911,403.00	.00	911,403.00	72,228.05	15,540.29	601,736.95	294,125.76	68	567,995.30
01-252	General Fund,Elections	.00	.00	.00	.00	.00	.00	.00	+++	137,964.40
01-253	General Fund,Communications	23,816.00	.00	23,816.00	.00	.00	.00	23,816.00	0	3,387.53
01-301	General Fund,Call Center	400,000.00	.00	400,000.00	100,237.01	.00	350,346.38	49,653.62	88	305,053.69
01-311	General Fund,Police Operations	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-110	General Fund,City Commission	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-1101	General Fund,City Commission District #1	46,917.00	16,879.00	63,796.00	5,179.77	.00	40,043.75	23,752.25	63	32,234.20
01-1102	General Fund,City Commission District #2	46,917.00	16,879.00	63,796.00	4,338.79	.00	40,557.77	23,238.23	64	34,622.03
01-1103	General Fund,City Commission District #3	46,917.00	16,879.00	63,796.00	5,275.53	.00	42,266.94	21,529.06	66	30,064.99
01-1104	General Fund,City Commission District #4	54,968.00	16,879.00	71,847.00	3,751.73	.00	38,125.06	33,721.94	53	32,558.31
01-110A	General Fund,City Commission At Large "A"	52,346.00	26,379.00	78,725.00	11,444.30	.00	43,710.29	35,014.71	56	38,465.46
01-110B	General Fund,City Commission At Large "B"	46,917.00	26,379.00	73,296.00	2,736.93	.00	26,273.61	47,022.39	36	9,523.62
01-110M	General Fund,Mayor	129,442.00	139,450.00	268,892.00	13,058.55	.00	99,753.03	169,138.97	37	78,573.09
01-120	General Fund,City Attorney	1,550,438.00	160,000.00	1,710,438.00	163,336.88	126,943.46	1,341,617.67	241,876.87	86	1,270,185.69
01-121	General Fund,Civil Service	.00	.00	.00	100.00	.00	600.00	(600.00)	+++	.00

Expense Budget by Function Report

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Organization	Organization Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund **01 - General Fund**										
EXPENSE										
Function **10 - General Government**										
01-130	General Fund,City Manager	2,789,268.00	150,000.00	2,939,268.00	241,874.83	146,749.72	2,180,620.17	611,898.11	79	1,877,884.70
01-310	General Fund,Police Administration	.00	.00	.00	1,900.00	.00	10,800.00	(10,800.00)	+++	.00
01-495	General Fund,Communications & Marketing	1,404,614.00	23,166.00	1,427,780.00	116,459.70	57,106.70	1,163,867.00	206,806.30	86	997,640.86
01-5181	General Fund,TX Workforce Building	.00	1,940,720.00	1,940,720.00	.00	.00	1,940,718.22	1.78	100	.00
01-5182	General Fund,Cummings MS Property	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-518C	General Fund,Cueto Building	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-518F	General Fund,Fernandez Building	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-518R	General Fund,Buildings Restoration	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-518S	General Fund,Stegman Building	41,367.00	.00	41,367.00	2,251.18	.00	17,110.18	24,256.82	41	18,329.77
01-519	General Fund,Market Square Building	14,212.00	.00	14,212.00	993.62	.00	8,248.46	5,963.54	58	9,107.88
01-491	General Fund,Public Information Services Dept	.00	.00	.00	.00	.00	.00	.00	+++	73.93
01-531	General Fund,Animal Control	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-518	General Fund,Building Maintenance	3,200,000.00	.00	3,200,000.00	776,860.08	.00	2,472,059.33	727,940.67	77	2,166,354.34
01-534G	General Fund,NACCHO Grant	.00	532.00	532.00	.00	.00	.00	532.00	0	9,452.92
01-534I	General Fund,NACCHO Grant Phase 2	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-538	General Fund,BISN	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-557	General Fund,Operation Immigrant Influx	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-557C	General Fund,FY24 Shelter & Svcs Prog (SSP-A)	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-557D	General Fund,FY24 Shelter & Svcs Prog (SSP-C)	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-558	General Fund,El Tapiz Building	35,540.00	.00	35,540.00	1,831.23	.00	14,684.12	20,855.88	41	18,069.75
01-558K	General Fund,Kraigher House	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-558N	General Fund,Casa Nylon	19,890.00	.00	19,890.00	1,979.06	.00	14,365.46	5,524.54	72	16,633.50
01-558Y	General Fund,Young House	7,485.00	.00	7,485.00	816.30	.00	6,273.80	1,211.20	84	6,557.46
01-559	General Fund,San Fernando Building	1,850.00	.00	1,850.00	45.70	.00	1,489.67	360.33	81	450.69
01-610	General Fund,Planning & Redevelopment Serv.	1,430,841.00	406,156.00	1,836,997.00	156,631.06	190,666.21	1,199,388.99	446,941.80	76	1,082,748.65
01-610A	General Fund,Downtown Maintenance	.00	140.00	140.00	.00	.00	138.96	1.04	99	562.10
01-613	General Fund,Zoning & Subdivision	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-619	General Fund,Planning & Zoning Comm	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-625	General Fund,One Stop Service Center	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-691	General Fund,Multimodal Trans.-Mobility	351,910.00	26,000.00	377,910.00	45,184.44	4,846.15	381,674.80	(8,610.95)	102	193,637.50
01-6934	General Fund,Bus Rapid Transit System Study	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-701	General Fund,Indirect Cost Pool	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-820G	General Fund,MIS Remodeling	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-861	General Fund,BCIC / City Admin	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-8710	General Fund,GASB 87 General Government	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-9110	General Fund,Service & Contingency/GG	6,242,455.00	527,538.00	6,769,993.00	937,985.77	107,995.19	6,130,774.18	531,223.63	92	4,782,185.81

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Organization	Organization Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund **01 - General Fund**										
EXPENSE										
Function **10 - General Government**										
01-9115	General Fund,Service & Contingency/CR	.00	.00	.00	.00	.00	.00	.00	+++	24,657.00
01-9610	General Fund,GASB 96 General Government	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-9620	General Fund,GASB 96 Public Safety	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-9650	General Fund,GASB 96 Public Health	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-999	General Fund,Misc Dept to be Identified	.00	.00	.00	.00	.00	.00	.00	+++	.00
	Function **10 - General Government** Totals	$34,101,861.00	$3,508,004.00	$37,609,865.00	$4,657,017.98	$850,698.35	$28,882,058.85	$7,877,107.80	79%	$23,787,939.44
Function **20 - Public Safety**										
01-9620	General Fund,GASB 96 Public Safety	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-862S	General Fund,Sports Park Security	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-9111	General Fund,Service & Contingency/PS	.00	1,285,817.00	1,285,817.00	7,838.75	96,389.95	237,546.13	951,880.92	26	409,354.29
01-8720	General Fund,GASB 87 Public Safety	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-621	General Fund,Traffic Signal Synchronization	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-615	General Fund,Building Inspections / Permits	1,982,483.00	21,661.00	2,004,144.00	228,187.41	108,760.19	1,495,850.28	399,533.53	80	1,320,916.71
01-616	General Fund,Code Enforcement	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-557	General Fund,Operation Immigrant Influx	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-557A	General Fund,Migrant Influx Emerg. Response	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-557B	General Fund,FEMA- FY2023 Shelter and Service	.00	.00	.00	.00	.00	.00	.00	+++	1,422,943.68
01-548	General Fund,Severe Winter Storm	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-535	General Fund,Ordinance Enforcement	898,768.00	(20,141.00)	878,627.00	57,541.19	25,935.00	453,751.33	398,940.67	55	604,695.08
01-535D	General Fund,Demolition-Condemned Houses	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-536	General Fund,Fire / EMS	10,350,306.00	167,885.00	10,518,191.00	946,941.05	54,014.47	8,558,264.49	1,905,912.04	82	8,038,727.87
01-534	General Fund,Vacant Lot Cleaning	.00	.00	.00	.00	.00	.00	.00	+++	1,265.37
01-521	General Fund,Electrical Signals	983,554.00	209,100.00	1,192,654.00	60,995.50	138,969.93	819,130.20	234,553.87	80	821,094.72
01-522	General Fund,Graphic Signs / Markings	1,174,011.00	.00	1,174,011.00	97,760.02	29,349.50	908,221.30	236,440.20	80	1,039,293.15
01-523	General Fund,Emergency Management	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-524	General Fund,Parking Operations	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-520	General Fund,Traffic Admin.	1,157.00	.00	1,157.00	28.30	.00	824.15	332.85	71	828.77
01-310	General Fund,Police Administration	4,891,428.00	500,000.00	5,391,428.00	384,369.88	223,578.80	4,518,142.55	649,706.65	88	3,619,278.23
01-121	General Fund,Civil Service	110,080.00	20,000.00	130,080.00	6,985.07	.00	104,413.43	25,666.57	80	71,132.98
01-311	General Fund,Police Operations	29,716,260.00	65,000.00	29,781,260.00	2,504,116.06	15,733.00	20,682,082.29	9,083,444.71	69	21,236,847.40
01-311A	General Fund,BPD Animal Control	.00	.00	.00	.00	.00	604.02	(604.02)	+++	.00
01-311P	General Fund,BPD Parking Enforcement	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-311S	General Fund,BPD Security	559,178.00	.00	559,178.00	30,222.60	4,032.00	289,488.75	265,657.25	52	272,279.10
01-312	General Fund,Organized Crime & NDDP	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-312A	General Fund,USMS - FY07 Proj Safe Neighborhd	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-313	General Fund,Justice Assistance Grant (BJA)	.00	.00	.00	.00	.00	.00	.00	+++	.00

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Fund **01 - General Fund**										
EXPENSE										
Function **20 - Public Safety**										
01-314	General Fund,Bridge Surveillance Programs	.00	.00	.00	.00	.00	.00	.00	+++	676.00
01-314A	General Fund,JAG - Other Agencies	.00	.00	.00	.00	.00	.00	.00	+++	3,239.55
01-314B	General Fund,Other - Cameron County	.00	.00	.00	.00	.00	.00	.00	+++	4,667.03
01-315	General Fund,Step DWI / Speed (TXDOT)	.00	.00	.00	.00	.00	.00	.00	+++	46,216.50
01-315A	General Fund,STEP-Impaired Driving Mobilizati	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-315B	General Fund,STEP-Operation Slowdown	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-316	General Fund,Municipal Jail	794,878.00	.00	794,878.00	70,466.00	.00	584,790.54	210,087.46	74	549,277.62
01-317	General Fund,OP - S.T.E.P.	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-318	General Fund,B.I.S.D. Police Services	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-319	General Fund,US ICE - Cash Flow BPD	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-320	General Fund,Fire Admin.	2,143,772.00	4,187.00	2,147,959.00	173,278.94	7,734.23	2,003,991.40	136,233.37	94	1,546,538.58
01-321	General Fund,Fire Operations	14,890,006.00	(37,500.00)	14,852,506.00	1,195,498.15	116,375.54	11,028,129.49	3,708,000.97	75	10,661,330.87
01-321S	General Fund,Fire Safer Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-302	General Fund,Southmost Network Center	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-303	General Fund,Emergency Management	583,746.00	55,200.00	638,946.00	43,644.76	10,308.98	426,048.19	202,588.83	68	312,600.06
01-304	General Fund,S.T.A.T.E. - Fy '00 (Bville)	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-305	General Fund,S. T. A. T. E. - Other Agencies	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-306	General Fund,S. T. A. T. E. - Grant City	1,116,948.00	.00	1,116,948.00	.00	.00	52,323.10	1,064,624.90	5	754,553.96
01-307	General Fund,TSA - Supporting Host Agency	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-308	General Fund,STEP Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-309	General Fund,Tobacco Grant (TXDOT)	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-309A	General Fund,F.A.S.T. - Brownsville	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-309B	General Fund,F.A.S.T. - Other Agencies	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-309C	General Fund,F.A.S.T. - B'ville (Sept)	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-323	General Fund,Youth Services Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-323A	General Fund,Gang Disruption Init #24290-01	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-323B	General Fund,DOJ BJA FY22 LE Connect & Protec	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-324	General Fund,COPS More 96	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-324A	General Fund,DOJ DEA - OCDETF	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-324B	General Fund,DOJ, OCDETF (DEA) #SW-TXS-0972	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-324C	General Fund,DOJ, OCDETF (DEA) #SW-TXS-0973	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-324D	General Fund,DOJ, OCDETF (DEA) #SW-TXS-1052	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-324F	General Fund,DEA OCDETF #SW-TXS-1073H	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-324E	General Fund,DOJ, OCDETF (DEA) #SW-TXS-1053	.00	.00	.00	.00	.00	.00	.00	+++	.00

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Fund **01 - General Fund**										
EXPENSE										
Function **20 - Public Safety**										
01-324G	General Fund,DEA OCDETF #SW-TXS-1202H	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-324H	General Fund,DEA OCDETF #SW-TXS-1198H	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-324I	General Fund,DEA OCDETF #SW-TXS-1239H (CS)	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-324J	General Fund,HSI HIDTA OCDETF	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-324K	General Fund,DEA OCDETF	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-324L	General Fund,Emergency Operations Ctr. (EOC)	.00	.00	.00	.00	.00	.00	.00	+++	943,962.74
01-324M	General Fund,DEA OCDETF #SW-TXS-1289 O&O	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-324N	General Fund,DEA OCDETF #SW-TXS-1316 Rig Runn	.00	.00	.00	.00	.00	.00	.00	+++	1,333.80
01-324O	General Fund,DEA OCDETF #SW-TXS-1340 T&T	.00	.00	.00	.00	.00	.00	.00	+++	627.36
01-324P	General Fund,H.S.I. HIDTA OCDETF #SW-TXS-1356	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-324Q	General Fund,DEA OCDETF #SW-TXS-1286H	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-325	General Fund,Leose Training Allocation	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-326	General Fund,Fire-Hurricane/Flood Emerg Resp	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-327	General Fund,98 Local Law Enforcement B.G.	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-327A	General Fund,DHS/ICE OCDETF Heroin Init#SISW0	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-328	General Fund,Operation Greenback	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-328A	General Fund,Local Border Security Prog-Fy 13	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-328B	General Fund,Local Border Security Prog-Fy 14	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-328C	General Fund,LBSP FY 2015	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-328D	General Fund,LBSP FY 2016	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-328E	General Fund,Local Border Star Program FY '17	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-328F	General Fund,LBSP FY 2018	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-328G	General Fund,LBSP FY 2019	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-328H	General Fund,LBSP FY 2020	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-328I	General Fund,LBSP FY 2021	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-328J	General Fund,LBSP FY 2022	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-328K	General Fund,LBSP FY 2023 #2997908	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-328L	General Fund,LBSP FY 2024	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-328M	General Fund,LBSP FY 2025 #2997910	.00	.00	.00	.00	.00	.00	.00	+++	169,895.52
01-329	General Fund,BPD Child Safety Fund Payroll	.00	.00	.00	8,962.86	.00	20,270.22	(20,270.22)	+++	.00
01-329A	General Fund,FY25 General Victim Assist Grant	.00	.00	.00	.00	.00	88,012.00	(88,012.00)	+++	.00
01-330	General Fund,Bridge Surveillance-Inbound	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-330A	General Fund,US Department of Justice, USMS	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-331	General Fund,Weed & Seed	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-332	General Fund,Abandoned Motor Vehicles	.00	.00	.00	.00	.00	.00	.00	+++	.00

Expense Budget by Function Report

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Fund **01 - General Fund**										
EXPENSE										
Function **20 - Public Safety**										
01-333	General Fund,Rescue & Recovery Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-334	General Fund,Underage Drinking Initiative	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-335	General Fund,Underage Drinking-Other Agencies	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-336	General Fund,99 LLEBG	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-337	General Fund,2000 LLEBG	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-338	General Fund,COPS in School	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-339	General Fund,Westside Community Network Ctr.	882,839.00	.00	882,839.00	68,808.36	.00	795,479.30	87,359.70	90	589,306.28
01-340	General Fund,2001 LLEGB	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-341	General Fund,Click it or Ticket/STEP	.00	.00	.00	.00	.00	.00	.00	+++	4,036.74
01-342	General Fund,2002 LLEBG	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-343	General Fund,Underage Drinking Initiative	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-344	General Fund,Juvenile Delinquency Ditei(CJD)	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-345	General Fund,Weed & Seed - Westside	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-346	General Fund,2004 LLEBG	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-347	General Fund,Operation Stonegarden	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-347A	General Fund,Operation Stonegarden 2017	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-347B	General Fund,Operation Stonegarden 2019	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-347C	General Fund,Operation Stonegarden 2020	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-347D	General Fund,OPSG 2021	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-347E	General Fund,Cameron-2022 OPSG #4131804	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-347F	General Fund,Cameron-2023 OPSG #4131805	.00	.00	.00	.00	.00	.00	.00	+++	25,396.40
01-347G	General Fund,Cameron-2024 OPSG #4131806	.00	.00	.00	.00	.00	14,978.83	(14,978.83)	+++	48,433.71
01-348	General Fund,2004 State Homeland SEC LETPP	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-349	General Fund,2004 State Homeland SEC SHSP	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-350	General Fund,Weed & Seed (HUD) Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-351	General Fund,2005 State Homeland SEC - SHSP	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-352	General Fund,Comm Youth Devlp 78521 (BPD)	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-353	General Fund,2005 State Homeland SEC-LETPP	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-354	General Fund,UTB/BPD Youth Empowerement Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-355	General Fund,2006 State Homeland Sec-SHSP	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-356	General Fund,2006 State Homeland Sec-LETPP	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-357	General Fund,BPD-Border Star (DPS)	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-358	General Fund,CJD - Gang Initiative	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-358A	General Fund,CJD-Gang Prevention & Coord Init	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-358B	General Fund,CJD-Gang Prev & Cord Init, Other	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-359	General Fund,Recovery Act 2009 EBM JAG	.00	.00	.00	.00	.00	.00	.00	+++	.00

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Fund **01 - General Fund**										
EXPENSE										
Function **20 - Public Safety**										
01-359A	General Fund,Rec Act 2009 EBM JAG, Other Agen	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-360	General Fund,FY24 Op. Lonestar Program	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-361	General Fund,S.T.A.T.E-FY24 SB224 CC-Other Ag	.00	.00	.00	.00	.00	.00	.00	+++	10,434.84
01-361A	General Fund,S.T.A.T.E-FY24 SB224 CC	.00	.00	.00	.00	.00	.00	.00	+++	208,219.12
01-362	General Fund,S.T.A.T.E FY25 SB224 CC-Other Ag	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-362A	General Fund,S.T.A.T.E FY25 SB224 CC	.00	.00	.00	.00	.00	.00	.00	+++	294,502.45
01-363	General Fund,S.T.A.T.E-FY26 SB224 CC-Other Ag	.00	.00	.00	.00	.00	16,775.33	(16,775.33)	+++	.00
01-363A	General Fund,FY26 SB224 Catalytic Converter	.00	.00	.00	.00	.00	4,360.41	(4,360.41)	+++	.00
	Function **20 - Public Safety** Totals	$71,079,414.00	$2,271,209.00	$73,350,623.00	$5,885,644.90	$831,181.59	$53,103,477.73	$19,415,963.68	74%	$55,033,906.48
Function **30 - Public Works**										
01-405	General Fund,Used Oil Collection Grant-1997	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-406	General Fund,Used Oil Recycling II	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-407	General Fund,Oil Filter Crushing Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-408	General Fund,Used Oil Recycling Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-409	General Fund,Recycling Center	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-410	General Fund,Public Works Administration	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-411	General Fund,Garage	1,900,000.00	.00	1,900,000.00	25,615.16	.00	77,959.02	1,822,040.98	4	121,129.91
01-322	General Fund,November Storm	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-413	General Fund,Street Construction Project	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-414	General Fund,Brush	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-417	General Fund,Street Maintenance	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-418	General Fund,Streets & Drainage	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-419	General Fund,Street Patching PUB	1,020,814.00	132,385.00	1,153,199.00	118,776.29	50,466.63	1,004,714.10	98,018.27	92	798,139.44
01-420	General Fund,Waste Minimization	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-422	General Fund,Beautification	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-423	General Fund,LRGVDC-Proj. 97-21-G05	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-424	General Fund,Greens Division	1,562,261.00	137,200.00	1,699,461.00	241,079.21	58,218.08	1,629,911.31	11,331.61	99	1,243,672.22
01-425	General Fund,Hot Shot Crew	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-426	General Fund,Yard Waste Reduction Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-427	General Fund,TNRCC-Compost Diversion Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-428	General Fund,TNRCC-Recycling Education	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-429	General Fund,Zoo Composting Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-430	General Fund,TNRCC #01-21-G04	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-431	General Fund,TNRCC #01-21-G05	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-432	General Fund,PUB Mowing	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-433	General Fund,Beautification Mowing	452,889.00	.00	452,889.00	40,270.62	(297.99)	400,586.70	52,600.29	88	374,761.23

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Fund **01 - General Fund**										
EXPENSE										
Function **30 - Public Works**										
01-454	General Fund,Stormwater Management	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-526	General Fund,Non-Point Pollution Project	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-516G	General Fund,Brownsville Trees III	.00	.00	.00	.00	.00	71.00	(71.00)	+++	.00
01-539	General Fund,Tropical Storm Bret	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-542	General Fund,TNRCC-Compost Education	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-550	General Fund,Hurricane Dolly	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-551A	General Fund,Tropical Storm Alex	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-551B	General Fund,Tropical Storm Hermine	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-551D	General Fund,Heavy Rain October 2021	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-552	General Fund,Tropical Storm Erika	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-547	General Fund,Hurricane Hanna	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-554	General Fund,Hurricane Emily	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-555	General Fund,Hurricane Ike	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-617	General Fund,Transportation Planning Dept.	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-620	General Fund,Engineering & Public Works	2,306,127.00	30,000.00	2,336,127.00	193,608.86	36,263.64	1,661,498.96	638,364.40	73	1,473,351.41
01-614	General Fund,Section 112 Highway Planning	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-622	General Fund,Non-Pt Pollution 95	.00	.00	.00	.00	.00	186.96	(186.96)	+++	.00
01-624	General Fund,Beryl 2000	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-640	General Fund,Sidewalk Construction Project	947,646.00	.00	947,646.00	79,783.71	8,202.74	790,639.04	148,804.22	84	591,791.17
01-8730	General Fund,GASB 87 Public Works	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-8300	General Fund,Street & Drainage	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-850G	General Fund,Hurricane Dean	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-711	General Fund,Adopt-A-Resaca Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-704	General Fund,Motor Pool	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-9112	General Fund,Service & Contingency/PW	2,507,780.00	500,000.00	3,007,780.00	116,225.29	339,940.25	1,464,486.99	1,203,352.76	60	1,486,149.94
01-650G	General Fund,Hurricane "Gilbert" 1988	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-992	General Fund,Transfers Out	.00	.00	.00	.00	.00	.00	.00	+++	.00
	Function **30 - Public Works** Totals	$10,697,517.00	$799,585.00	$11,497,102.00	$815,359.14	$492,793.35	$7,030,054.08	$3,974,254.57	65%	$6,088,995.32
Function **40 - Sanitation**										
01-9113	General Fund,Service & Contingency/SA	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-640	General Fund,Sidewalk Construction Project	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-414L	General Fund,Plastic Bag Fee Expenses	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-415	General Fund,Landfill	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-416	General Fund,Area Maintenance Operations	153,125.00	.00	153,125.00	12,243.07	(758.01)	141,982.02	11,900.99	92	155,186.47
01-412	General Fund,Sanitation Residential	.00	.00	.00	.00	.00	.00	.00	+++	.00

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Fund **01 - General Fund**										
EXPENSE										
Function **40 - Sanitation**										
	Function **40 - Sanitation** Totals	$153,125.00	$0.00	$153,125.00	$12,243.07	($758.01)	$141,982.02	$11,900.99	92%	$155,186.47
Function **50 - Public Health**										
01-720	General Fund,Cameron Works Grant 03-04	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-556	General Fund,ZIKA Virus	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-549S	General Fund,COVID-19 Emergency Suppl. Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-570	General Fund,Dept ST Health Serv Grant 06	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-543	General Fund,TDH-2000 Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-540G	General Fund,TDH-1997 Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-549	General Fund,COVID-19	.00	.00	.00	.00	.00	.00	.00	+++	442.21
01-549C	General Fund,COVID-19 (City Funded)	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-549F	General Fund,COVID-19 FEMA	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-549G	General Fund,COVID Emer Supp Fund Prog (CESF)	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-549H	General Fund,COVID-19 FEMA 90/10%	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-549J	General Fund,GET PHIT	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-531	General Fund,Animal Control	1,073,884.00	(18,986.00)	1,054,898.00	136,144.66	12,979.00	882,900.19	159,018.81	85	785,662.15
01-531A	General Fund,Animal Control Officers	437,933.00	.00	437,933.00	41,017.84	4,067.24	315,216.09	118,649.67	73	295,477.84
01-532	General Fund,Pest Control	436,583.00	17,500.00	454,083.00	62,339.91	89,715.91	243,712.53	120,654.56	73	300,013.45
01-533	General Fund,Health Inspections	402,503.00	(12,000.00)	390,503.00	39,602.12	3,203.45	311,611.59	75,687.96	81	249,129.68
01-5281	General Fund,BARCC PetSmart Charities Grant	.00	.00	.00	.00	.00	.00	.00	+++	24,384.83
01-528G	General Fund,Animal Shelter Clinic	359,088.00	.00	359,088.00	24,157.53	.00	237,387.78	121,700.22	66	87,637.02
01-528H	General Fund,Best Friend Animal Society Grant	.00	.00	.00	.00	.00	.00	.00	+++	7,378.96
01-528J	General Fund,BCIC BARCC Neuter Program Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-529	General Fund,Ecological Management	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-530	General Fund,Public Health Administration	689,533.00	38,852.00	728,385.00	96,630.35	22,199.08	805,626.23	(99,440.31)	114	524,340.44
01-534A	General Fund,Trasforming Texas Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-534B	General Fund,UTHSC Projects	.00	.00	.00	.00	.00	.00	.00	+++	38,669.15
01-534C	General Fund,Healthy Babies Grant (HTBCC)	.00	.00	.00	.00	.00	.00	.00	+++	1,233.69
01-534D	General Fund,Interlocal Coop Contract Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-534E	General Fund,DSHS PH Workforce Expansion	.00	.00	.00	.00	.00	.00	.00	+++	4,994.52
01-534F	General Fund,UT HRSA Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-534H	General Fund,17 Hurricane PH Crisis Resp Grnt	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-537	General Fund,TDH-97 Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-534J	General Fund,GET PHIT	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-534K	General Fund,Public Health Infrastructure Gnt	.00	.00	.00	2,004.21	.00	2,004.21	(2,004.21)	+++	209,401.22
01-534L	General Fund,UTHSC Houston Tu Salud Si Cuenta	.00	.00	.00	4,616.67	.00	12,434.93	(12,434.93)	+++	.00

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Fund **01 - General Fund**										
EXPENSE										
Function **50 - Public Health**										
01-534W	General Fund,Wellness Program	117,503.00	30,575.00	148,078.00	15,420.62	14,759.34	99,448.86	33,869.80	77	98,343.96
01-495A	General Fund,Texas A&M UHSC - Vacunate Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-504	General Fund,Healthy Babies Grant FY25	.00	.00	.00	.00	.00	.00	.00	+++	48,822.79
01-9114	General Fund,Service & Contingency/PH	66,845.00	30,000.00	96,845.00	3,694.75	5,212.00	52,875.56	38,757.44	60	79,022.57
01-9650	General Fund,GASB 96 Public Health	.00	.00	.00	.00	.00	.00	.00	+++	.00
	Function **50 - Public Health** Totals	$3,583,872.00	$85,941.00	$3,669,813.00	$425,628.66	$152,136.02	$2,963,217.97	$554,459.01	85%	$2,754,954.48
Function **60 - Public Assistance**										
01-9116	General Fund,Service & Contingency/PA	.00	.00	.00	.00	.00	.00	.00	+++	.00
	Function **60 - Public Assistance** Totals	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	+++	$0.00
Function **70 - Culture & Recreation**										
01-9115	General Fund,Service & Contingency/CR	1,717,020.00	766,989.00	2,484,009.00	149,664.86	216,085.17	1,744,090.35	523,833.48	79	1,837,506.42
01-9114	General Fund,Service & Contingency/PH	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-863	General Fund,Games of Texas	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-9110	General Fund,Service & Contingency/GG	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-510	General Fund,Parks & Recreation Adminstration	660,676.00	48,900.00	709,576.00	57,392.81	3,104.40	617,041.56	89,430.04	87	460,923.91
01-511	General Fund,Recreation	914,292.00	107,000.00	1,021,292.00	112,477.48	18,327.53	613,579.32	389,385.15	62	518,160.62
01-5111	General Fund,Brownsville Comm Resource Ctr	6,620.00	.00	6,620.00	1,034.63	.00	7,000.98	(380.98)	106	6,435.20
01-511A	General Fund,Borrow My Gear Community Camping	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-512	General Fund,Parks	3,211,286.00	(10,000.00)	3,201,286.00	323,681.55	52,625.85	2,841,393.75	307,266.40	90	2,609,486.35
01-513	General Fund,Swimming Pools	695,021.00	(12,500.00)	682,521.00	107,270.15	.00	332,609.05	349,911.95	49	247,978.64
01-514	General Fund,City Cemetery	73,847.00	(4,500.00)	69,347.00	5,712.93	.00	50,447.43	18,899.57	73	52,633.06
01-515	General Fund,Civic Pavillion	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-490	General Fund,Library	4,308,072.00	72,500.00	4,380,572.00	388,965.89	366,908.44	2,729,763.38	1,283,900.18	71	2,641,922.55
01-5180	General Fund,Mitte Cultural Center	.00	.00	.00	.00	.00	.00	.00	+++	351,098.40
01-517G	General Fund,Aquatics Division	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-492	General Fund,BISD/Southmost Library Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-493	General Fund,Library Cafe / Copies	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-549K	General Fund,TSLAC Spec. Proj. Grant Program	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-553C	General Fund,Cyclobia Event	.00	.00	.00	.00	.00	11,126.48	(11,126.48)	+++	14,915.65
01-558C	General Fund,Cannery Public Market	.00	12,750.00	12,750.00	869.60	3,400.00	6,974.21	2,375.79	81	235.05
01-758	General Fund,Lincoln Park Relocation	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-822	General Fund,Youth Recreation	280,177.00	(24,000.00)	256,177.00	23,786.60	13,882.50	252,553.45	(10,258.95)	104	154,563.77
01-705	General Fund,Gates Library Found. Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-706	General Fund,Library - SIRSI	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-707	General Fund,Library - Hidalgo Co. Library	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-708	General Fund,Telecomm Infrastructure Fd Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00

Expense Budget by Function Report

Through 06/30/26
Prior Fiscal Year Activity Included
Detail Listing

Organization	Organization Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund **01 - General Fund**										
EXPENSE										
Function **70 - Culture & Recreation**										
01-709	General Fund,VIA Network Service 00/01	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-710	General Fund,Capitol Theater Renovations	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-862	General Fund,Sports Park	.00	.00	.00	4,429.59	.00	12,903.47	(12,903.47)	+++	38,486.47
01-862C	General Fund,Sports Park Concesssion	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-8770	General Fund,GASB 87 Culture and Recreation	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-703	General Fund,Internet Assistance Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-130	General Fund,City Manager	.00	.00	.00	.00	.00	.00	.00	+++	.00
	Function **70 - Culture & Recreation** Totals	$11,867,011.00	$957,139.00	$12,824,150.00	$1,175,286.09	$674,333.89	$9,219,483.43	$2,930,332.68	77%	$8,934,346.09
Function **80 - Economic Development**										
01-9117	General Fund,Service & Contingency/ED	.00	1,185,000.00	1,185,000.00	32,000.00	.00	475,841.36	709,158.64	40	763,541.21
	Function **80 - Economic Development** Totals	$0.00	$1,185,000.00	$1,185,000.00	$32,000.00	$0.00	$475,841.36	$709,158.64	40%	$763,541.21
Function **90 - Operating Transfers to Other Funds**										
01-992	General Fund,Transfers Out	7,199,000.00	2,019,825.00	9,218,825.00	2,915,536.63	.00	6,317,471.63	2,901,353.37	69	3,428,113.26
	Function **90 - Operating Transfers to Other Funds** Totals	$7,199,000.00	$2,019,825.00	$9,218,825.00	$2,915,536.63	$0.00	$6,317,471.63	$2,901,353.37	69%	$3,428,113.26
Function **85 - Capital Contributions to Other Funds**										
01-982	General Fund,Capital Contributions	.00	.00	.00	.00	.00	.00	.00	+++	.00
	Function **85 - Capital Contributions to Other Funds** Totals	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	+++	$0.00
Function **165 - Public Transit**										
01-521	General Fund,Electrical Signals	.00	.00	.00	.00	.00	.00	.00	+++	.00
	Function **165 - Public Transit** Totals	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	+++	$0.00
	EXPENSE TOTALS	$138,681,800.00	$10,826,703.00	$149,508,503.00	$15,918,716.47	$3,000,385.19	$108,133,587.07	$38,374,530.74	74%	$100,946,982.75
	Fund **01 - General Fund** Totals	$138,681,800.00	$10,826,703.00	$149,508,503.00	$15,918,716.47	$3,000,385.19	$108,133,587.07	$38,374,530.74		$100,946,982.75
	Grand Totals	$138,681,800.00	$10,826,703.00	$149,508,503.00	$15,918,716.47	$3,000,385.19	$108,133,587.07	$38,374,530.74		$100,946,982.75

CITY OF BROWNSVILLE

Combining Balance Sheet
Governmental Funds
Through June 30, 2026

	General Fund	Special Service Funds						
	01 General Fund	02 Federal Grants Fund	03 State Grants Fund	11 Convention and Tourism Fund	16 CDBG Housing Notes	17 Community Development Fund	171 Planning Non-CDBG Grants	172 TIRZ Fund
ASSETS								
Cash and cash equivalents	$ 4,455,972	$ -	$ -	$ 209,812	$ 44,183	$ 59,258	$ 5,153	$ 360,215
Investments	24,506,635	-	-	588,246	-	-	-	560,466
Receivables	19,204,358	11,008	-	2,647	-	349,059	-	58,188
Due from other Funds	25,035,790	204,108	52,600	-	-	-	-	569,806
Inventories	424,905	-	-	724	-	-	-	-
Prepaid Expenses	824,835	-	-	-	-	-	-	-
Total Assets	74,452,496	215,116	52,600	801,428	44,183	$ 408,317	5,153	1,548,675
LIABILITIES AND FUND BALANCES								
Liabilities:								
Accounts payable	5,993,713	368,151	1,106,298	-	36,908	43,754	-	-
Deferred revenue	11,909,689	-	-	-	-	348,015	-	-
Due to other funds	910,987	-	-	342,084	1,170	54,240	-	-
Total Liabilities	18,814,389	368,151	1,106,298	342,084	38,078	446,009	-	-
Fund Balances:								
Nonspendable	1,249,739	-	-	724	-	-	-	-
Restricted	3,629,038	-	-	430,538	6,105	-	5,153	1,543,783
Committed	5,389,244	(153,034)	113,934	28,082	-	(37,692)	-	4,892
Assigned	1,613,884	-	-	-	-	-	-	-
Unassigned	43,756,202	-	(1,167,631)	-	-	-	-	-
Total Fund Balances	55,638,107	(153,034)	(1,053,697)	459,344	6,105	(37,692)	5,153	1,548,675
Total Liabilities and Fund Balances	$ 74,452,496	$ 215,116	52,600	$ 801,428	44,183	408,317	$ 5,153	$ 1,548,675

CITY OF BROWNSVILLE

Combining Balance Sheet
Governmental Funds
Through June 30, 2026

	Special Service Funds - Continued					Debt Service Funds	
	26 ARP Fund	28 B. P. D. Federal Forfeiture Fund	29 B.P.D. Forfeiture Fund	40 Street & Drainage Maint. Fund	421 Capital Recovery Fees (CRF) Fund	20 General Non-Bonded Debt Svc. Fd.	21 General Bonded Debt Service Fd
ASSETS							
Cash and cash equivalents	$ 713,779	$ 20,585	$ 6,409	$ 15,513	$ 242,131	$ 954	$ 121,068
Investments	5,467,894	528,293	380,402	4,056,459	-	12,281	13,599,717
Receivables	-	-	354	321,389	-	-	3,155,548
Due from other Funds	-	-	-	-	-	-	-
Inventories	-	-	-	-	-	-	-
Prepaid Expenses	-	-	-	-	-	-	-
Total Assets	6,181,674	548,878	387,166	4,393,362	242,131	13,235.15	16,876,333
LIABILITIES AND FUND BALANCES							
Liabilities:							
Accounts payable	551,534	-	247,026	-	-	-	-
Deferred revenue	1,024,409	-	-	-	-	-	3,155,548
Due to other funds	700,000	20,000	50,000	116,236	-	-	3,347,633
Total Liabilities	2,275,943	20,000	297,026	116,236	-	-	6,503,180
Fund Balances:							
Nonspendable	-	-	-	-	-	-	-
Restricted	4,818,232	258,405	86,403	3,878,976	242,131	13,235	10,373,153
Committed	(912,502)	270,473	3,737	398,149	-	-	-
Assigned	-	-	-	-	-	-	-
Unassigned	-	-	-	-	-	-	-
Total Fund Balances	3,905,730	528,878	90,140	4,277,125	242,131	13,235	10,373,153
Total Liabilities and Fund Balances	$ 6,181,674	$ 548,878	$ 387,166	$ 4,393,362	$ 242,131	$ 13,235	$ 16,876,333

CITY OF BROWNSVILLE

Combining Balance Sheet
Governmental Funds
Through June 30, 2026

	Capital Funds									
	33 Streetscape Project Fund	42 Street Improvement Fund	45 Capital Projects Fund	451 Capital Outlay Fund	455 Capital Reserve and Economic Development Incentive Fund	82 2008 C.O. Fund	87 2012 C.O. Fund	89 2015. C.O. Fund	801 2016 C.O. Fund	803 2017 C.O. Fund
ASSETS										
Cash and cash equivalents	$ 8,759	$ 25,923	$ 865,290	$ 211,044	$ 5,085	$ 5,452	$ 38,573	$ -	$ 2	$ 69,811
Investments	2	36,734	12,107	1,054,898	4,253,430	404,891	456,765	-	-	144,990
Receivables	68,382	-	1,675,765	-		306,162	-	-	-	-
Due from other Funds	-	-	-	-	-	-	-	-	-	12,858
Inventories	-	-	-	-	-	-	-	-	-	-
Prepaid Expenses	-	-	-	-	-	-	-	-	-	-
Total Assets	77,142	62,658	2,553,161	1,265,942	4,258,515	716,504	495,337	-	2	227,659
LIABILITIES AND FUND BALANCES										
Liabilities:										
Accounts payable	-	-	299,737	-	-	-	-	-	-	12,365
Deferred revenue	68,382	-	4,100,647	-	-	-	-	-	-	-
Due to other funds	-	-	3,106,305	-	65,000	-	-	-	5,000	-
Total Liabilities	68,382	-	7,506,690	-	65,000	-	-	-	5,000	12,365
Fund Balances:										
Nonspendable	-	-	-	-	-	-	-	-	-	-
Restricted	8,761	62,658	(8,795,931)	1,135,996	3,745,045	716,504	481,977	-	(26,096)	(279,891)
Committed	-	-	3,842,402	129,946	448,470	-	13,360	-	21,098	495,185
Assigned	-	-	-	-	-	-	-	-	-	-
Unassigned	-	-	-	-	-	-	-	-	-	-
Total Fund Balances	8,761	62,658	(4,953,529)	1,265,942	4,193,515	716,504	495,337	-	(4,998)	215,294
Total Liabilities and Fund Balances	$ 77,142	$ 62,658	$ 2,553,161	$ 1,265,942	$ 4,258,515	$ 716,504	$ 495,337	$ -	$ 2	$ 227,659

CITY OF BROWNSVILLE

Combining Balance Sheet
Governmental Funds
Through June 30, 2026

Capital Funds - Continued

	804 2019 C.O. Fund	805 2020 C.O. Fund	806 2020A C.O. Fund	807 2021 C.O. Fund	808 2022 C.O. Fund	809 2023 C.O. Fund	810 2024 C.O. Fund	811 2025 C.O. Fund	812 2025A C.O. Fund	Total
ASSETS										
Cash and cash equivalents	$ 108,910	$ 6,080,475	$ 810	$ 14,175,414	$ 451,850	$ 8,068	$ 84,638	$ 5,981	$ 7,302	$ 28,408,418
Investments	108,521	70,307	1,448,104	-	6,709,167	14,591,899	6,754,583	36,727,846	147,020,368	269,495,009
Receivables	-	-	-	10,799	208,700	349,198	-	-	195,992	25,917,549
Due from other Funds	-	-	-	-	-	-	-	76,375	-	25,951,537
Inventories	-	-	-	-	-	-	-	-	-	425,629
Prepaid Expenses	-	-	-	-	-	-	-	-	-	824,835
Total Assets	217,432	6,150,782	1,448,915	14,186,214	7,369,717	14,949,165	6,839,221	36,810,202	147,223,662	351,022,977
LIABILITIES AND FUND BALANCES										
Liabilities:										
Accounts payable	-	-	-	-	543,072	350,099	-	-	32,943	9,585,599
Deferred revenue	-	25,000	-	5,545,799	-	-	-	-	-	26,177,489
Due to other funds	27,329	477,671	-	280,000	551,192	379,000	-	-	1,480,000	11,913,847
Total Liabilities	27,329	502,671	-	5,825,799	1,094,263	729,099	-	-	1,512,943	47,676,935
Fund Balances:										
Nonspendable	-	-	-	-	-	-	-	-	-	1,250,463
Restricted	188,435	3,180,275	1,222,213	8,088,252	3,692,143	3,067,911	2,414,162	32,209,419	125,395,578	201,792,565
Committed	1,668	2,467,835	226,702	272,162	2,583,311	11,152,154	4,425,059	4,600,784	20,315,141	56,100,560
Assigned	-	-	-	-	-	-	-	-	-	1,613,884
Unassigned	-	-	-	-	-	-	-	-	-	42,588,570
Total Fund Balances	190,103	5,648,110	1,448,915	8,360,414	6,275,454	14,220,066	6,839,221	36,810,202	145,710,719	303,346,042
Total Liabilities and Fund Balances	$ 217,432	$ 6,150,782	$ 1,448,915	$ 14,186,214	$ 7,369,717	$ 14,949,165	$ 6,839,221	$ 36,810,202	$ 147,223,662	$ 351,022,977

CITY OF BROWNSVILLE

Combining Statement of Revenues, Expenditures, and Changes in Fund Balance
Governmental Funds
Through June 30, 2026

	General Fund	Special Revenue Funds						
	01 General Fund	02 Federal Grants Fund	03 State Grants Fund	11 Convention and Tourism Fund	16 CDBG Housing Notes	17 Community Development Fund	171 Planning Non-CDBG Grants	172 TIRZ
REVENUES								
Property taxes	$ 40,624,398	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Nonproperty taxes	33,241,696	-	-	1,519,822	-	-	-	-
Fees and services	12,008,014	-	-	6,833	-	-	-	-
Intergovernmental	195,604	517,080	216,057	-	-	-	-	-
Fines and forfeitures	1,110,764	-	-	-	-	-	-	-
Licenses and permits	2,028,140	-	-	-	-	-	-	-
Interest income	1,177,197	-	-	22,507	497	1,501	54	11,295
Miscellaneous	4,303,920	-	-	15,535	16,384	2,145,838	-	170,430
	94,689,734	517,080	216,057	1,564,698	16,881	2,147,340	54	181,724
Utility services from BPUB	3,148,943	-	-	-	-	-	-	-
Cash transfer from BPUB	8,694,446	-	-	-	-	-	-	-
Total Revenues	106,533,123	517,080	216,057	1,564,698	16,881	2,147,340	54	181,724
EXPENDITURES								
Current								
General government	28,882,059	-	-	3,360	-	439,164	-	13,500
Public safety	53,103,478	324,922	1,269,754	-	-	-	-	-
Public works	7,030,054	-	-	-	-	429,301	-	-
Sanitation	141,982	-	-	-	-	-	-	-
Public health	2,963,218	345,193	-	-	-	509,940	-	-
Quality of Life	-	-	-	-	-	-	-	-
Housing assistance programs	-	-	-	-	-	403,936	-	-
Public assistance	-	-	-	-	-	615,232	-	-
Public Transit	-	-	-	-	-	-	-	-
Aviation	-	-	-					
Culture and recreation	9,219,483	-	-	-	-	31,049	-	-
Convention and tourism	-	-	-	2,104,455	-	-	-	-
Economic development	475,841	-	-	-	-	-	-	-
Debt Service:								
Principal	-	-	-	-	-	-	-	-
Interest and fiscal charges	-	-	-	-	-	-	-	-
Bond issuance costs	-	-	-	-	-	-	-	-
Capital Outlay:								
Total Expenditures	101,816,115	670,114	1,269,754	2,107,815	-	2,428,622	-	13,500
Excess (Deficiency) of Revenues Over (Under) Expenditures	4,717,008	(153,034)	(1,053,697)	(543,118)	16,881	(281,282)	54	168,224
OTHER FINANCING SOURCES (USES)								
Transfers in	9,725,000	-	-	-	-	16,384	-	949,806
Transfers out	(6,317,472)	-	-	-	(16,384)	-	-	-
Proceeds from debt	-	-	-	-	-	-	-	-
Refunding bonds issued	-	-	-	-	-	-	-	-
Premium on debt	-	-	-	-	-	-	-	-
Payment to refunding bond agent	-	-	-	-	-	-	-	-
Sale of capital assets	-	-	-	-	-	-	-	-
Net Other Financing Sources (Uses)	3,407,528	-	-	-	(16,384)	16,384	-	949,806
Net change in fund balances	8,124,536	(153,034)	(1,053,697)	(543,118)	497	(264,899)	54	1,118,030
Fund balances, beginning	47,513,570	-	-	1,002,462	5,608	227,206	5,100	430,646
Prior period adjustment	-	-	-	-				
Fund balances, ending	$ 55,638,107	$ (153,034)	$ (1,053,697)	$ 459,344	$ 6,105	$ (37,692)	$ 5,153	$ 1,548,675

CITY OF BROWNSVILLE

Combining Statement of Revenues, Expenditures, and Changes in Fund Balance
Governmental Funds
Through June 30, 2026

	Special Revenue Funds - Continued					Debt Service Funds	
	26 ARPA Fund	28 B. P. D. Federal Forfeiture Fund	29 B.P.D. Forfeiture Fund	40 Street & Drainage Maint. Fund	421 Capital Recovery Fees (CRF) Fund	20 General Non-Bonded Debt Svc. Fd.	21 General Bonded Debt Service Fd
REVENUES							
Property taxes	$ -	$ -	$ -	$ -	$ -	$ -	$ 28,299,366
Nonproperty taxes	-	-	-	-	-	-	-
Fees and services	-	-	-	2,970,907	188,578	-	-
Intergovernmental	5,137,445	-	-	-	-	-	-
Fines and forfeitures	-	15,383	132,321	-	-	-	-
Licenses and permits	-	-	-	-	-	-	-
Interest income	295,948	17,412	11,192	122,722	1,498	351	493,991
Miscellaneous	-	34	-	7,032	-	-	11,073,574
	5,433,394	32,829	143,513	3,100,661	190,075	351	39,866,931
Utility services from BPUB	-	-	-	-	-	-	-
Cash transfer from BPUB	-	-	-	-	-	-	-
Total Revenues	5,433,394	32,829	143,513	3,100,661	190,075	351	39,866,931
EXPENDITURES							
Current							
General government	1,724,724	-	-	-	-	-	11,084,557
Public safety	-	248,160	148,523	-	-	-	-
Public works	5,270,855	-	-	4,315,504	719	-	-
Sanitation	-	-	-	-	-	-	-
Public health	60,170	-	-	-	-	-	-
Quality of Life	-	-	-	-	-	-	-
Housing assistance programs	-	-	-	-	-	-	-
Public assistance	-	-	-	-	-	-	-
Public Transit	-	-	-	-	-	-	-
Aviation			-	-	-	-	-
Culture and recreation	-	-	-	-	-	-	-
Convention and tourism	-	-	-	-	-	-	-
Economic development	-	-	-	-	-	-	-
Debt Service:							
Principal	-	-	-	-	-	-	26,636,465
Interest and fiscal charges	-	-	-	-	-	-	-
Bond issuance costs	-	-	-	-	-	-	-
Capital Outlay:							
Total Expenditures	7,055,749	248,160	148,523	4,315,504	719	-	37,721,022
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,622,355)	(215,331)	(5,010)	(1,214,843)	189,356	351	2,145,909
OTHER FINANCING SOURCES (USES)							
Transfers in	-	-	-	750,000	-	-	-
Transfers out	-	-	-	-	-	-	-
Proceeds from debt	-	-	-	-	-	-	-
Refunding bonds issued	-	-	-	-	-	-	-
Premium on debt	-	-	-	-	-	-	-
Payment to refunding bond agent	-	-	-	-	-	-	-
Sale of capital assets	-	-	-	-	-	-	
Net Other Financing Sources (Uses)	-	-	-	750,000	-	-	-
Net change in fund balances	(1,622,355)	(215,331)	(5,010)	(464,843)	189,356	351	2,145,909
Fund balances, beginning	5,528,086	744,210	95,150	4,741,969	52,775	12,884	8,227,244
Prior period adjustment							
Fund balances, ending	$ 3,905,730	$ 528,878	$ 90,140	$ 4,277,125	$ 242,131	$ 13,235	$ 10,373,153

CITY OF BROWNSVILLE

Combining Statement of Revenues, Expenditures, and Changes in Fund Balance
Governmental Funds
Through June 30, 2026

	Capital Funds									
	33 Streetscape Project Fund	42 Street Improvement Fund	45 Capital Projects Fund	451 Capital Outlay	455 Capital Reserve and Economic Development Incentive Fund	82 2008 C.O. Fund	87 2012 C.O. Fund	89 2015 C.O. Fund	801 2016 C.O. Fund	803 2017 C.O. Fund
REVENUES										
Property taxes	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Nonproperty taxes	-	-	-	-	-	-	-	$ -	-	-
Fees and services	-	-	-	-	-	-	-	$ -	-	-
Intergovernmental	-	-	-	-	-	-	-	$ -	-	-
Fines and forfeitures	-	-	-	-	-	-	-	$ -	-	-
Licenses and permits	-	-	-	-	-	-	-	$ -	-	-
Interest income	110	1,292	914	32,925	120,403	11,235	13,954	$ 627	2,457	20,178
Miscellaneous	-	-	350,000	-	-	-	-	$ -	-	65,351
	110	1,292	350,914	32,925	120,403	11,235	13,954	$ 627	2,457	85,528
Utility services from BPUB	-	-	-	-	-	-	-	$ -	-	-
Cash transfer from BPUB	-	-	-	-	-	-	-	$ -	-	-
Total Revenues	110	1,292	350,914	32,925	120,403	11,235	13,954	$ 627	2,457	85,528
EXPENDITURES										
Current										
General government	-	-	574,273	371,484	137,292	-	18,746	$ -	4,252	287,484
Public safety	-	-	-	19,900	453,869	-	-	$ -	-	-
Public works	-	-	-	-	-	-	20,955	$ -	-	332,720
Sanitation	-	-	-	-	-	-	-	$ -	-	-
Public health	-	-	-	-	-	-	-	$ -	-	-
Quality of Life	-	-	-	-	-	-	-	$ -	-	-
Housing assistance programs	-	-	-	-	-	-	-	$ -	-	-
Public assistance	-	-	-	-	-	-	-	$ -	-	-
Public Transit	-	-	-	-	-	-	-	$ -	-	-
Aviation	-	-	1,059	-	-	-	-	$ -	-	-
Culture and recreation	-	-	170,425	75,000	332,475	-	-	$ -	-	63,748
Convention and tourism	-	-	-	-	-	-	-	$ -	-	-
Economic development	-	-	2,812,354	-	-	-	-	$ -	-	-
Debt Service:					-					
Principal	-	-	-	-	-	-	-	$ -	-	-
Interest and fiscal charges	-	-	-	-	-	-	-	$ -	-	-
Bond issuance costs	-	-	-	-	-	-	-	$ -	-	-
Capital Outlay:					-					
Total Expenditures	-	-	3,558,111	466,384	923,635	-	39,701	$ -	4,252	683,952
Excess (Deficiency) of Revenues Over (Under) Expenditures	110	1,292	(3,207,197)	(433,458)	(803,232)	11,235	(25,747)	$ 627	(1,795)	(598,424)
OTHER FINANCING SOURCES (USES)										
Transfers in	-	-	956,119	400,000	-	-	-	$ -	-	-
Transfers out	-	-	-	-	-	-	-	$ (53,680)	(216,878)	-
Proceeds from debt	-	-	-	-	-	-	-	$ -	-	-
Refunding bonds issued	-	-	-	-	-	-	-	$ -	-	-
Premium on debt	-	-	-	-	-	-	-	$ -	-	-
Payment to refunding bond agent	-	-	-	-	-	-	-	$ -	-	-
Sale of capital assets	-	-	-	-		-	-	$ -	-	-
Net Other Financing Sources (Uses)	-	-	956,119	400,000	-	-	-	$ (53,680)	(216,878)	-
Net change in fund balances	110	1,292	(2,251,078)	(33,458)	(803,232)	11,235	(25,747)	$ (53,053)	(218,673)	(598,424)
Fund balances, beginning	8,650	61,366	(2,702,451)	1,299,400	4,996,747	705,269	521,085	$ 53,053	213,674	813,718
Prior period adjustment			-							
Fund balances, ending	$ 8,761	$ 62,658	$ (4,953,529)	$ 1,265,942	$ 4,193,515	$ 716,504	$ 495,337	$ -	$ (4,998)	$ 215,294

CITY OF BROWNSVILLE

Combining Statement of Revenues, Expenditures, and Changes in Fund Balance
Governmental Funds
Through June 30, 2026

Capital Funds - Continued

	804 2019 C.O. Fund	805 2020 C.O. Fund	806 2020A C.O. Fund	807 2021 C.O. Fund	808 2022 C.O. Fund	809 2023 C.O. Fund	810 2024 C.O. Fund	811 2025 C.O. Fund	812 2025 C.O. Fund	Total
REVENUES										
Property taxes	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 68,923,765
Nonproperty taxes	-	-	-	-	-	-	-	-	-	34,761,518
Fees and services	-	-	-	-	-	-	-	-	-	15,174,333
Intergovernmental	-	-	-	-	-	-	-	-	-	6,066,187
Fines and forfeitures	-	-	-	-	-	-	-	-	-	1,258,468
Licenses and permits	-	-	-	-	-	-	-	-	-	2,028,140
Interest income	3,956	158,610	45,913	387,324	231,785	457,944	184,327	1,143,306	4,286,476	9,259,900
Miscellaneous	-	-	-	-	370,563	398,015	-	-	195,992	19,112,668
	3,956	158,610	45,913	387,324	602,348	855,959	184,327	1,143,306	4,482,468	156,584,979
Utility services from BPUB	-	-	-	-	-	-	-	-	-	3,148,943
Cash transfer from BPUB	-	-	-	-	-	-	-	-	-	8,694,446
Total Revenues	3,956	158,610	45,913	387,324	602,348	855,959	184,327	1,143,306	4,482,468	168,428,368
EXPENDITURES										
Current										
General government	-	-	182,750	-	1,317,701	143,723	178,949	1,617,785	1,174,890	48,156,693
Public safety	-	-	-	-	14,908	64,148	-	2,671,416	1,444,068	59,763,145
Public works	-	179,777	77,391	15,876	2,473,112	3,886,339	159,747	1,640,817	5,877,660	31,710,826
Sanitation	-	-	2,835	-	-	-	-	-	-	144,817
Public health	-	-	-	-	-	-	-	-	-	3,878,521
Quality of Life	-	-	-	-	-	-	-	-	-	-
Housing assistance programs	-	-	-	-	-	-	-	-	-	403,936
Public assistance	-	-	-	-	-	-	-	-	-	615,232
Public Transit	-	-	-	-	-	-	-	-	-	-
Aviation	-	-	-	-	-	-	-	-	-	1,059
Culture and recreation	-	-	-	-	33,806	343,006	-	21,750	-	10,290,742
Convention and tourism	-	-	-	-	-	-	-	-	-	2,104,455
Economic development	-	-	-	-	-	-	-	-	-	3,288,196
Debt Service:										-
Principal	-	-	-	-	-	-	-	-	-	26,636,465
Interest and fiscal charges	-	-	-	-	-	-	-	-	-	-
Bond issuance costs	-	-	-	-	-	-	-	-	-	-
Capital Outlay:										-
Total Expenditures	-	179,777	262,976	15,876	3,839,527	4,437,215	338,696	5,951,768	8,496,618	186,994,087
Excess (Deficiency) of Revenues Over (Under) Expenditures	3,956	(21,168)	(217,064)	371,448	(3,237,179)	(3,581,256)	(154,368)	(4,808,462)	(4,014,150)	(18,565,718)
OTHER FINANCING SOURCES (USES)										
Transfers in	-	-	-	-	270,558	-	-	-	-	13,067,866
Transfers out	-	-	-	-	-	-	-	(3,061,833)	-	(9,666,246)
Proceeds from debt	-	-	-	-	446,649	-	-	-	4,414	451,063
Refunding bonds issued	-	-	-	-	-	-	-	-	-	-
Premium on debt	-	-	-	-	-	-	-	-	-	-
Payment to refunding bond agent	-	-	-	-	-	-	-	-	-	-
Sale of capital assets	-	-	-	-	-	-	-	-	-	-
Net Other Financing Sources (Uses)	-	-	-	-	717,207	-	-	(3,061,833)	4,414	3,852,683
Net change in fund balances	3,956	(21,168)	(217,064)	371,448	(2,519,972)	(3,581,256)	(154,368)	(7,870,295)	(4,009,736)	(14,713,036)
Fund balances, beginning	186,147	5,669,279	1,665,978	7,988,966	8,795,426	17,801,321	6,993,590	44,680,497	149,720,455	318,059,080
Prior period adjustment										-
Fund balances, ending	$ 190,103	$ 5,648,110	$ 1,448,915	$ 8,360,414	$ 6,275,454	$ 14,220,066	$ 6,839,221	$ 36,810,202	$ 145,710,719	$ 303,346,042

CITY OF BROWNSVILLE

Statement of Net Position
Enterprise Funds
Through June 30, 2026

	49 Airport Construction Fund	501 2018 Tax Notes	51 Airport Construction III	53 Airport Construction II Fund	59 2008 Airport C.O. (GBIC)	61 Airport/Business Industrial Prk	62 Bridge Fund	63 Motor Vehicle Parking Fund
ASSETS								
Current Assets:								
Cash and cash equivalents	$ 145,013	$ 8,287	$ 7	$ 56,637	$ -	$ (319,238)	$ 740,205	$ 60,769
Investments	3,165,337	4,499,105	-	-	-	302,529	5,075,299	3,906
Receivables	-	-	-	-	-	7,678,113	1,653,551	-
Due from other Funds	-	140,000	-	-	-	-	-	-
Prepaid Expenses	-	-	-	-	-	2,000	-	-
Inventories	-	-	-	-	-	-	-	-
Total Current Assets	3,310,350	4,647,392	7	56,637	-	7,663,404	7,469,055	64,674
Capital Assets, Net	-	-	-	-	-	100,901,907	-	1,145,271
Total Assets	3,310,350	4,647,392	7	56,637	-	108,565,311	7,469,055	1,209,945
Deferred Outflows								
Deferred outflows related to OPEB	-	-	-	-	-	113,133	-	8,217
Deferred outflows related to pensions	-	-	-	-	-	375,168	-	97,619
Total Assets & Deferred Outflows	3,310,350	4,647,392	7	56,637	-	109,053,612	7,469,055	1,315,781
LIABILITIES								
Current Liabilities:								
Accounts payable	1,278,251	237,079	-	3,144	-	40,106	-	-
Accrued expenses	-	-	-	-	-	-	-	-
Unearned revenue	-	-	-	-	-	896,258	-	-
Deposits	413,975	-	-	-	-	91,798	-	-
Due to other funds	2,200,000.00	-	-	-	-	275,685	-	22,240
Total Current Liabilities	3,892,226	237,079	-	3,144	-	1,303,846	-	22,240
Noncurrent Liabilities:								
Accrued vacation and sick leave	-	-	-	-	-	465,456	-	25,813
Landfill closure & postclosure care	-	-	-	-	-	-		-
Net Pension Liability	-	-	-	-	-	745,134	-	193,887
Other post employment benefits	-	-	-	-	-	783,598	-	55,762
Total Noncurrent Liabilities	-	-	-	-	-	1,994,188	-	275,462
Total Liabilities	3,892,226	237,079	-	3,144	-	3,298,035	-	297,701
Deferred Inflows								
Deferred inflows related to OPEB	-	-	-	-	-	320,026	-	21,489
Deferred inflows related to pensions	-	-	-	-	-	113,507	-	29,535
Deferred inflow of resources - Leases	-	-	-	-	-	5,799,260	-	-
Deferred inflow of resources - Unavailable	-	-	-	-	-	-	-	-
Total Deferred Inflows	-	-	-	-	-	6,232,793	-	51,024
Total Liabilities & Deferred Inflows	3,892,226	237,079	-	3,144	-	9,530,828	-	348,726
NET POSITION								
Net investment in capital assets	-	-	-	-	-	100,901,907	-	1,145,271
Unrestricted	(581,876)	4,410,313	7	53,493	-	(1,379,123)	7,469,055	(178,215)
Total Net Position	$ (581,876)	$ 4,410,313	$ 7	$ 53,493	$ -	$ 99,522,784	$ 7,469,055	$ 967,056

CITY OF BROWNSVILLE

Statement of Net Position
Enterprise Funds
Through June 30, 2026

	64 Event Center Fund	65 Public Transit Fund	66 Landfill Fund	67 Brownsville Golf Center Fund	68 Sports Park Fund	69 Fiber Broadband Fund	Grand Total
ASSETS							
Current Assets:							
Cash and cash equivalents	$ 203,936	$ 533,351	$ 47,835	$ 98,005	$ 116,127	$ 49,322	$ 1,740,254
Investments	799,579	1,861,351	8,275,391	994,590	583,154	-	25,560,241
Receivables	271	1,190,186	5,657,188	129	500,445	-	16,679,883
Due from other Funds	-	-	-	-	-	-	140,000
Prepaid Expenses	-	49,268	-	1,000.00	-	-	52,268
Inventories	-	49,531	-	13,162	9,177	-	71,870
Total Current Assets	1,003,785	3,683,687	13,980,413	1,106,886	1,208,903	49,322	44,244,515
Capital Assets, Net	2,246,582	42,249,099	17,246,709	1,205,459	309,379	20,252,904	185,557,309
Total Assets	3,250,367	45,932,785	31,227,123	2,312,345	1,518,283	20,302,225	229,801,824
Deferred Outflows							
Deferred outflows related to OPEB	19,974	219,977	198,234	29,892	-	-	589,427
Deferred outflows related to pensions	130,161	1,127,416	1,029,796	130,160	-	-	2,890,319
Total Assets & Deferred Outflows	3,400,501	47,280,179	32,455,152	2,472,397	1,518,283	20,302,225	233,281,570
LIABILITIES							
Current Liabilities:							
Accounts payable	-	-	7,172,083	-	-	-	8,730,663
Accrued expenses	-	-	-	-	-	-	-
Unearned revenue	208,602	31,467	-	816	-	-	1,137,143
Deposits	6,911	42,337	60,000	-	1,100	-	616,121
Due to other funds	16,466	4,164,901	2,154,640	20,932	50,565	2,790,000	11,695,428.38
Total Current Liabilities	231,979	4,238,705	9,386,723	21,748	51,665	2,790,000	22,179,355
Noncurrent Liabilities:							
Accrued vacation and sick leave	41,744	558,524	450,504	34,338	66,014	-	1,642,394
Landfill closure & postclosure care	-	-	16,330,445	-	-	-	16,330,445
Net Pension Liability	258,516	2,239,204	2,045,318	258,516	-	-	5,740,575
Other post employment benefits	137,296	1,517,097	1,366,913	206,537	-	-	4,067,202
Total Noncurrent Liabilities	437,556	4,314,825	20,193,179	499,391	66,014	-	27,780,616
Total Liabilities	669,535	8,553,531	29,579,902	521,139	117,679	2,790,000	49,959,971
Deferred Inflows							
Deferred inflows related to OPEB	54,905	612,329	551,460	83,785	-	-	1,643,993
Deferred inflows related to pensions	39,380	341,103	311,568	39,381	-	-	874,475
Deferred inflow of resources - Leases	-	628,668	-	66,468	-	-	6,494,396
Deferred inflow of resources - Unavailable	-	-	-	-	-	-	-
Total Deferred Inflows	94,286	1,582,100	863,028	189,634	-	-	9,012,865
Total Liabilities & Deferred Inflows	763,821	10,135,631	30,442,930	710,773	117,679	2,790,000	58,972,836
NET POSITION							
Net investment in capital assets	2,246,582	42,249,099	17,246,709	1,205,459	309,379	20,252,904	185,557,309
Unrestricted	390,099	(5,104,551)	(15,234,487)	556,164	1,091,224	(2,740,678)	(11,248,574)
Total Net Position	$ 2,636,680	$ 37,144,548	$ 2,012,222	$ 1,761,623	$ 1,400,604	$ 17,512,225	$ 174,308,735

CITY OF BROWNSVILLE

Statement of Revenues, Expenses, and Changes in Net Position
Enterprise Funds
Through June 30, 2026

	49 Airport Construction Fund	501 2018 Tax Notes	51 Airport Construction III	53 Airport Construction II Fund	59 2008 Airport C.O. (GBIC)	61 Airport/Business Industrial Prk	62 Bridge Fund	63 Motor Vehicle Parking Fund
REVENUES								
Fines and Forfeitures	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 342,504
Fees, Services, Refunds, Etc.	351,829	-	-	-	-	2,567,938	-	19,455
Non-Aeronautical Revenue	-	-	-	-	-	396,612	-	-
Contributions	-	-	-	-	-	-	2,284,753	-
Misc. Revenue	2,417	-	-	-	-	14,031	-	109
Total Operating Revenues	354,246	-	-	-	-	2,978,581	2,284,753	362,067
EXPENSES								
Personnel Services	-	-	-	-	-	1,875,700	-	376,289
Materials and Supplies	14,425	-	-	-	-	126,084	-	25,743
Maintenance of Bldgs. and Structures	-	-	-	-	-	109,615	-	54
Maintenance of Equipment	-	-	-	-	-	287,885	-	161,063
Miscellaneous Services	-	-	-	-	-	1,302,216	-	69,515
General Services and Contingencies	-	-	-	-	-	108,704	-	145,790
Capital Grants & Special Projects	6,172,340	796,266	-	-	-	-	-	-
Structures	-	-	-	-	-	-	-	-
Equipment $10,000 and Over	-	-	-	-	-	-	-	-
Total Operating Expenses	6,186,765	796,266	-	-	-	3,810,205	-	778,454
Operating Income (Loss)	(5,832,519)	(796,266)	-	-	-	(831,624)	2,284,753	(416,386)
NONOPERATING REVENUES (EXPENSES)								
Intergovernmental	1,651,280	-	-	-	-	-	-	-
Interest Income	108,307	130,332	-	592	-	4,259	195,647	586
Net Nonoperating Revenues (Expenses)	1,759,586	130,332	-	592	-	4,259	195,647	586
Income (Loss) Before Transfers	(4,072,933)	(665,934)	-	592	-	(827,365)	2,480,400	(415,800)
Transfers in	-	-	-	-	-	875,000	-	457,500
Transfers out	-	-	-	-	-	-	(3,525,000)	-
Change in net position	(4,072,933)	(665,934)	-	592	-	47,635	(1,044,600)	41,700
Total net position - beginning	3,491,057	5,076,248	7	52,901	-	99,475,149	8,513,656	925,356
PP Adjustment								
Total net position - ending	$ (581,876)	$ 4,410,313	$ 7	$ 53,493	$ -	$ 99,522,784	$ 7,469,055	$ 967,056

CITY OF BROWNSVILLE

Statement of Revenues, Expenses, and Changes in Net Position
Enterprise Funds
Through June 30, 2026

	64 Event Center Fund	65 Public Transit Fund	66 Landfill Fund	67 Brownsville Golf Center Fund	68 Sports Park Fund	69 Fiber Broadband Fund	Total
REVENUES							
Fines and Forfeitures	$ -	$ -	$ -	$ -	$ -	$ -	$ 342,504
Fees, Services, Refunds, Etc.	275,057	1,795,190	13,701,193	549,429	463,238	239,400	19,962,728
Non-Aeronautical Revenue	-	-	-	-	-	-	396,612
Contributions	-	-	-	-	-	-	2,284,753
Misc. Revenue	-	98,644	4,228	383	2,957	-	122,769
Total Operating Revenues	275,057	1,893,834	13,705,421	549,812	466,195	239,400	23,109,366
EXPENSES							
Personnel Services	330,216	4,139,360	3,545,198	444,777	590,074	-	11,301,614
Materials and Supplies	38,765	707,997	730,375	90,706	135,547	-	1,869,643
Maintenance of Bldgs. and Structures	5,376	6,167	62,396	17,940	56,267	-	257,815
Maintenance of Equipment	2,049	33,284	1,425,512	9,779	12,225	-	1,931,798
Miscellaneous Services	107,406	480,652	400,728	135,387	221,145	-	2,717,049
General Services and Contingencies	24,170	385,656	6,044,651	104,213	-	1,880,603	8,693,787
Capital Grants & Special Projects	-	1,519,084	-	858	-	-	8,488,548
Structures	-	-	-	-	-	-	-
Equipment $10,000 and Over	-	26,030	200,589	11,692	21,289	-	259,600
Total Operating Expenses	507,982	7,298,230	12,409,449	815,353	1,036,547	1,880,603	35,519,854
Operating Income (Loss)	(232,925)	(5,404,397)	1,295,972	(265,541)	(570,352)	(1,641,203)	(12,410,488)
NONOPERATING REVENUES (EXPENSES)							
Intergovernmental	-	3,827,461	-	-	-	-	5,478,741
Interest Income	20,839	59,297	260,729	26,168	20,836	301	827,893
Net Nonoperating Revenues (Expenses)	20,839	3,886,758	260,729	26,168	20,836	301	6,306,634
Income (Loss) Before Transfers	(212,086)	(1,517,638)	1,556,701	(239,373)	(549,517)	(1,640,902)	(6,103,854)
Transfers in	371,250	912,547	3,061,833	363,750	374,000	-	6,415,880
Transfers out	-	-	(7,200,000)	-	-	-	(10,725,000)
Change in net position	159,164	(605,091)	(2,581,466)	124,377	(175,517)	(1,640,902)	(10,412,974)
Total net position - beginning	2,477,517	37,749,641	4,593,688	1,637,246	1,576,121	19,153,127	184,721,714
PP Adjustment		-			-	-	-
Total net position - ending	$ 2,636,680	37,144,548	$ 2,012,222	$ 1,761,623	$ 1,400,604	$ 17,512,225	$ 174,308,735

CITY OF BROWNSVILLE
Statement of Net Position
Internal Service Funds
June 30, 2026 (FY2026 Q3)

	70 Employee Benefit Fund	701 Fleet & Facility Services Fund	702 Information Technology Fund	71 Sick & Annual Leave Fund	72 Worker's Comp Fund	Grand Total
ASSETS						
Current Assets:						
Cash and cash equivalents	$ 25,320	$ 732,910	$ 1,455	$ 46,522	$ 4,549	$ 810,757
Investments	2,656,268	2,873	1,299,677	111,004	365,227	4,435,049
Receivables	-	902,412	1,162,623	-	-	2,065,034
Due from other Funds	-	-	-	-	-	-
Other Assets	-	-	359	-	-	359
Total Current Assets	2,681,588	1,638,195	2,464,114	157,527	369,776	7,311,199
Capital assets, net	-	640,690	808,970	-	-	1,449,659
Lease Assets	-	7,026,078	626,817	-	-	7,652,895
Subscription Assets	-	-	-	-	-	-
Total Assets	2,681,588	9,304,963	3,899,900	157,527	369,776	16,413,753
LIABILITIES						
Current Liabilities:						
Accounts payable	-	246,534	11,850	109,885	250,000	618,270
Accrued vacation and sick leave	-	-	-	-	-	-
Claims payable	-	-	-	-	-	-
Due to other funds	285,000	1,519,808	677,453	-	-	2,482,261.68
Lease Liability	-	6,931,395	-	-	-	6,931,395
Subscription Liability	-	-	399,665	-	-	399,665
Total Current Liabilities	285,000	8,697,737	1,088,968	109,885	250,000	3,100,532
NET POSITION						
Net investment in capital assets	-	735,373	808,970	-	-	1,544,342
Unrestricted	2,396,588	(128,147)	2,001,962	47,642	119,776	4,437,820
Total Net Position	$ 2,396,588	$ 607,225	$ 2,810,932	$ 47,642	$ 119,776	$ 13,313,221

CITY OF BROWNSVILLE
Statement of Revenues, Expenses, and Changes in Net Position
Internal Service Funds
June 30, 2026 (FY2026 Q3)

	70 Employee Benefit Fund	701 Fleet & Facility Services Fund	702 Infromation Technology Fund	71 Sick & Annual Leave Fund	72 Worker's Comp Fund	Total
Operating Revenues:						
Charges for services:						
Contributions from other funds	$ 12,542,706	$ -	$ -	$ -	$ -	$ 12,542,706
Employee contributions	1,710,369	-	-	-	-	1,710,369
Fees, Services, Refunds, Etc.	-	9,310,902	3,092,218	-	-	12,403,121
Miscellaneous revenue	-	308,875	-	-	-	308,875
Contributions	-	-	-	-	-	-
Total Operating Revenues	14,253,075	9,619,777	3,092,218	-	-	26,965,070
Operating Expenses:						
Contractual and other services	1,669,526	-	-	-	-	1,669,526
Contingency	-	1,914,047	-	-	1,539	1,915,586
General Services and Contingencies	-	-	1,749	-	-	1,749
Grants & Special Projects	-	-	-	-	-	-
Equipment $10,000 and Over	-	10,867	-	-	-	10,867
Maintenance of Bldgs and Structures	-	506,022	-	-	-	506,022
Maintenance of Equipment	-	4,449,511	2,973	-	-	4,452,483
Materials and Supplies	-	952,087	37,539	-	-	989,626
Miscellaneous Services	-	320,633	1,797,275	-	-	2,117,908
Personnel Services	26,687	1,877,883	1,252,716	-	-	3,157,287
Self-Insurance claims	9,460,645	-	-	-	-	9,460,645
Structures	-	191,095	-	-	-	191,095
Total Operating Expenses	11,156,858	10,222,146	3,092,252	-	1,539	24,472,794
	-			-	-	
Income (Loss) Before Other Financing Sources (Uses)	3,096,217	(602,369)	(33)	-	(1,539)	2,492,276
Non-Operating Revenues (Expenses):						
Investment and interest income	65,838	2,197	12,302	3,108	9,943	93,389
Transfers in	-	907,500	-	-	-	907,500
Transfers out	-	-	-	-	-	-
Net Non-Operating Revenues (Expenses)	65,838	909,697	12,302	3,108	9,943	1,000,889
Change in net position	3,162,055	307,329	12,269	3,108	8,404	3,493,164
Total net position - beginning	(765,467)	299,897	2,798,663	44,534	111,372	6,841,700
Total net position - ending	$ 2,396,588	$ 607,225	$ 2,810,932	$ 47,642	$ 119,776	$ 10,334,864

CITY OF BROWNSVILLE, TEXAS
STATEMENT OF REVENUES, EXPENDITURES, AND FUND BALANCES
STREET SCAPE PROJECT - FUND 33
SERIES 1994, GENERAL OBLIGATION AND REFUNDING BOND
JUNE 30, 2026

	FY 1998 - 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	TOTAL ALL YEARS	DEBT ISSUED	VARIANCE - FAVORABLE (UNFAVORABLE)
REVENUES										
INTEREST INCOME	$ 430,859	$ 43	$ 68	$ 226	$ 277	$ 217	$ 110	$ 431,800		
ST. REIMB. DOWNTOWN SIDE ST.	45,608	-	-	-	-	-	-	45,608		
INTEREST FROM ASSESSMENTS	128,972	1,973	-	-	-	-	-	130,945		
PRINCIPAL FROM ASSESSMENTS	1,416,677	3,476	-	-	-	-	-	1,420,153		
TOTAL REVENUES	2,022,117	5,492	68	226	277	217	110	2,028,507		
EXPENDITURES										
1994 G.O. CONSTRUCTION FUND										
MISCELLANEOUS SERVICES	3,520	-	-	-	-	-	-	3,520	-	(3,520)
PERSONNEL SERVICES	45,397	-	-	-	-	-	-	45,397	-	(45,397)
PROFESSIONAL SERVICES	93,124	-	-	-	-	-	-	93,124	-	(93,124)
MACHINERY & EQUIPMENT	11,799	-	-	-	-	-	-	11,799	-	(11,799)
DOWNTOWN IMPROVEMENTS	975,090	-	-	-	-	-	-	975,090	1,000,000	24,910
CAPITOL THEATER	17,103	-	-	-	-	-	-	17,103	-	(17,103)
TOTAL 1994 G. O. CONST. FUND	1,146,034	-	-	-	-	-	-	1,146,034		
SECTION 108										
MATERIALS & SUPPLIES	1,364	-	-	-	-	-	-	1,364	-	(1,364)
CONSTRUCTION	1,428,916	-	-	-	-	-	-	1,428,916	2,533,019	1,104,103
TREES/PALMS	410,676	-	-	-	-	-	-	410,676	-	(410,676)
BENCHES	29,515	-	-	-	-	-	-	29,515	-	(29,515)
FINANCIAL ADVISORS	26,377	-	-	-	-	-	-	26,377	-	(26,377)
LEGAL SERVICES	19,046	-	-	-	-	-	-	19,046	19,050	4
ARCHITECT	350	-	-	-	-	-	-	350	-	(350)
ADVERTISING	347	-	-	-	-	-	-	347	-	(347)
ENGINEERING	500	-	-	-	-	-	-	500	-	(500)
BUS - BENCH & SHELTER PROJECT	9,463	-	-	-	-	-	-	9,463	-	(9,463)
PROFESSIONAL SERVICES	26,041	-	-	-	-	-	-	26,041	-	(26,041)
MISCELLANEOUS SERVICES	514	-	-	-	-	-	-	514	-	(514)
TOTAL SECTION 108	1,953,109	-	-	-	-	-	-	1,953,109		
HISTORIC BATTLEFIELD TRAIL	698,411	-	-	-	-	-	-	698,411	-	(698,411)
LINEAR PARK	17,525	-	-	-	-	-	-	17,525	-	(17,525)
STREETSCAPE - PRINCIPAL	1,304,828	-	-	-	-	-	-	1,304,828	-	(1,304,828)
STREETSCAPE - INTEREST	165,459	-	-	-	-	-	-	165,459	-	(165,459)
COLLECTION FEES	2,354	-	-	-	-	-	-	2,354	-	(2,354)
GENERAL SERVICES & CONTINGENCIES	204,663	-	-	-	-	-	-	204,663	-	(204,663)
TOTAL EXPENDITURES	5,492,382	-	-	-	-	-	-	5,492,382	3,552,069	(1,940,313)
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(3,470,265)	5,492	68	226	277	217	110	(3,463,875)		
OTHER FINANCING SOURCES (USES)										
G.O. PROCEEDS- SERIES 1994	1,000,000	-	-	-	-	-	-	1,000,000		
PROCEEDS FROM HUD SECT 108	2,552,069	-	-	-	-	-	-	2,552,069		
TRANSFERS FROM G.B.I.C.	165,459	-	-	-	-	-	-	165,459		
TRANSFERS TO CAPITAL PROJECTS FUND	(244,893)	-	-	-	-	-	-	(244,893)		
NET OTHER FINANCING SOURCES (USES)	3,472,635	-	-	-	-	-	-	3,472,635		
EXCESS (DEFICIENCY) OF REVENUES AND OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER USES	2,370	5,492	68	226	277	217	110	8,761		
FUND BALANCE, BEGINNING	-	2,370	7,862	7,930	8,156	8,433	8,650	-		
FUND BALANCE, ENDING	$ 2,370	$ 7,862	$ 7,930	$ 8,156	$ 8,433	$ 8,650	$ 8,761	$ 8,761		

CITY OF BROWNSVILLE
STATEMENT OF REVENUES, EXPENDITURES, AND FUND BALANCES
CAPITAL PROJECTS FUND - FUND 45
PUBLIC PROPERTY FINANCE CONTRACTUAL OBLIGATIONS, SERIES 1992, $880,000 ISSUED ON APRIL 28, 1992
COMBINATION TAX & CERTIFICATES OF OBLIGATION, SERIES 1992, $2,330,000 ISSUED ON DECEMBER 8, 1992
JUNE 30, 2026

	FY 1991 - 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	TOTAL ALL YEARS	DEBT ISSUED	VARIANCE-FAVORABLE (UNFAVORABLE)
REVENUES										
LOCAL, STATE & FED GRANT	$ 5,208,451	$ 894,526	$ 304,339	$ 329,811	$ 253,990	$ -	$ -	$ 6,991,117		
INTEREST INCOME	384,063	7,191	13,087	31,641	16,488	8,130	914	461,516		
FIRE DEPARTMENT RESPONSE REVENUE	41,003	-	-	-	-	-	-	41,003		
TRADE IN	38,500	-	-	-	-	-	-	38,500		
PROCEEDS FROM LEASE	4,032,204	15,800,000	-	-	-	-	-	19,832,204		
PROCEEDS FROM NOTES	3,472,000	-	-	-	-	-	-	3,472,000		
ANIMAL SHELTER	23,666	-	-	-	-	-	-	23,666		
MISCELLANEOUS CONTRIBUTIONS / REVENUES	3,027,050	943,737	425,175	75,695	1,287,144	183,493	350,000	6,292,293		
TOTAL REVENUES	16,226,937	17,645,454	742,602	437,147	1,557,622	191,623	350,914	37,152,299		
EXPENDITURES										
ANIMAL CONTROL	34,098	-	-	-	-	-	-	34,098		
AIRPORT ADMINISTRATION	-	-	-	-	-	48,922	1,059	49,981		
CITY AUDITOR	-	-	-	-	-	5,237	-	5,237		
AREA MAINTENANCE	326,328	-	-	-	-	-	-	326,328		
CITY HALL REMODELING	147,373	-	-	-	-	-	-	147,373		
CITY MANAGER	19,584	-	-	-	-	-	-	19,584		
CITY SECRETARY	13,099	-	-	-	-	-	-	13,099		
MIS	11,991	-	-	-	1,000,000	-	-	1,011,991		
ELECTRICAL SIGNALS	29,700	-	-	-	-	-	-	29,700		
EMS	504,285	-	-	-	-	-	-	504,285		
EMS - MACHINERY & EQUIPMENT	998,857	-	-	-	-	-	-	998,857		
ENGINEERING ADMIN	65,977	-	-	-	-	-	-	65,977		
EVENTS CENTER	202,257	-	-	18,995	-	-	-	221,252		
FINANCE DEPARTMENT	70,042	-	-	-	-	-	-	70,042		
POLICE ADMIN.	1,045,280	-	-	-	-	-	-	1,045,280		
FIRE ADMIN	24,316	-	-	-	-	-	-	24,316		
FIRE DEPT. COMMUNICATIONS PROJECT	224,871	-	-	-	-	-	-	224,871		
FIRE OPERATIONS	1,673,011	-	-	16,764	63,130	-	-	1,752,905		
FIRE OPERATIONS - ALTON GLOOR STATION	746,593	-	-	-	-	-	-	746,593		
GOLF CENTER	-	-	-	-	40,471	-	-	40,471		
GREENS DIVISION	198,368	-	-	-	-	-	-	198,368		
LANDFILL	2,783,581	-	-	-	-	-	-	2,783,581		
HEALTH	38,095	-	-	-	-	-	-	38,095		
HEALTH INSPECTIONS	475	-	-	-	-	-	-	475		
INSPECTIONS	61,189	-	-	-	-	-	-	61,189		
LANDFILL IMPROVEMENT PROJ. - CLOSURE	1,002,061	-	-	-	-	-	-	1,002,061		
LANDFILL UPGRADE	6,500	-	-	-	-	-	-	6,500		
LANDFILL - ENTRANCE RELOCATION	4,820	-	-	-	-	-	-	4,820		
LANDFILL - CAPITAL ACQUISITIONS	2,317,000	-	-	-	-	-	-	2,317,000		
LEGAL	4,096	-	-	-	-	-	-	4,096		
LIBRARY - MAIN & SOUTHMOST BRANCH	74,064	-	-	-	-	-	-	74,064		
LIBRARY - SOUTHMOST LIBRARY DOME	238,672	-	-	-	-	-	-	238,672		
MARKET SQUARE RENOVATION	131,132	-	-	-	-	-	-	131,132		
PARKS	380,809	-	-	-	148,072	18,766	170,425	718,073		
PARKING OPERATIONS	19,995	-	-	-	-	-	-	19,995		
PERSONNEL	11,956	-	-	-	-	-	-	11,956		
PEST CONTROL	73,238	-	-	-	-	-	-	73,238		
PLANNING & ZONING	14,997	-	-	-	-	-	-	14,997		
PUBLIC HEALTH ADMIN.	59,598	-	-	-	-	-	-	59,598		
PUBLIC WORKS ADMIN.	9,351	-	-	-	-	-	-	9,351		
PW - FEDERAL ERATE GRANT	767,579	-	-	-	-	-	-	767,579		
PURCHASING	9,496	-	-	-	-	-	-	9,496		
RECYCLING	58,233	-	-	-	-	-	-	58,233		
SAFETY	2,039	-	-	-	-	-	-	2,039		
SWIMMING POOLS	280,195	-	-	-	-	-	-	280,195		
TRAFFIC ADMIN.	2,231	-	-	-	-	-	-	2,231		
TRAFFIC SIGNALS	484,521	-	57,625	236,028	14,068	-	-	792,242		
ADA POLICE STATION CONSTRUCTION	20,961	-	-	-	-	-	-	20,961		
ADA IMPROVEMENT PROJECT - CITY	231,563	-	-	-	-	-	-	231,563		
ANIMAL SHELTER - STILLMAN DONATION	237,747	-	-	-	-	-	-	237,747		
NEW LINCOLN PARK (PHASE I)	1,895,356	-	-	-	-	-	-	1,895,356		
TEXAS TRAIL OF TREES PARK	269,430	-	-	-	-	-	-	269,430		
DEAN PORTER PARK REDEVELOPMENT	933,277	-	-	-	-	-	-	933,277		
GP ZOO-SOUTH TEXAS DISCOVERY CENTER	660,994	-	-	-	-	-	-	660,994		
HERITAGE DISTRICT	14,000	-	-	-	-	-	-	14,000		
HISTORIC WEST BROWNSVILLE	15,000	-	-	-	-	-	-	15,000		
CUETO BUILDING ACQUISITION	520,587	-	-	-	-	-	-	520,587		
CUETO BUILDING PARKING LOT	155,000	-	-	-	-	-	-	155,000		
DOWNTOWN BUILDING APPRAISALS	10,500	-	-	-	-	-	-	10,500		
PROPERTY ACQUISITIONS	496,691	-	-	-	-	-	-	496,691		
PARKS & RECREATION - FY 03 4B	1,606,216	-	-	-	-	-	-	1,606,216		
PARKS & RECREATION - FY 04 4B	1,500,462	-	-	-	-	-	-	1,500,462		
PARKS & RECREATION - FY 05 4B	649,281	-	-	-	-	-	-	649,281		
PARKS & RECREATION - FY 06 4B	380,951	-	-	-	-	-	-	380,951		
PARKS & RECREATION - FY 07 4B	426,490	-	-	-	-	-	-	426,490		
PARKS & RECREATION - FY 08 4B	90,977	-	-	-	-	-	-	90,977		
PARKS & RECREATION - FY 09 4B	71,372	-	-	-	-	-	-	71,372		
PARKS & RECREATION - FY 10 4B	69,057	-	-	-	-	-	-	69,057		
PARKS & RECREATION - FY 11 4B	455,303	-	-	-	-	-	-	455,303		
PARKS & RECREATION - FY 12 4B	56,318	-	-	-	-	-	-	56,318		
PARKS & RECREATION - FY 13 4B	64,662	-	-	-	-	-	-	64,662		
BCC DETENTION POND	617,668	-	-	-	-	-	-	617,668		

CITY OF BROWNSVILLE
STATEMENT OF REVENUES, EXPENDITURES, AND FUND BALANCES
CAPITAL PROJECTS FUND - FUND 45
PUBLIC PROPERTY FINANCE CONTRACTUAL OBLIGATIONS, SERIES 1992, $880,000 ISSUED ON APRIL 28, 1992
COMBINATION TAX & CERTIFICATES OF OBLIGATION, SERIES 1992, $2,330,000 ISSUED ON DECEMBER 8, 1992
JUNE 30, 2026

	FY 1991 - 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	TOTAL ALL YEARS	DEBT ISSUED	VARIANCE-FAVORABLE (UNFAVORABLE)
CAMILLE PLAYHOUSE	100,000	-	-	-	-	-	-	100,000		
CHILDRENS MUSEUM	5,559	-	-	-	-	-	-	5,559		
NORTH HERITAGE DISTRICT	10,000	-	-	-	-	-	-	10,000		
SPORTS PARK - BMX COURSE	3,636	-	-	-	-	-	-	3,636		
SPORTS PARK FURNITURE & EQUIPMENT	1,080,001	-	-	-	-	-	-	1,080,001		
SPORTS PARK LAND CLEARING	31,240	-	-	-	-	-	-	31,240		
SPORTS PARK ENHANCEMENTS	1,279,330	-	-	-	-	-	-	1,279,330		
SPORTS PARK I - DOME	5,697,826	-	-	-	-	-	-	5,697,826		
GALVESTON TRAIL DTFH68	-	-	-	-	-	-	-	-		
TEXAS HISTORICAL COMM GRANT	9,500	-	-	-	-	-	-	9,500		
WASHINGTON PARK WATER FOUNTAIN	16,539	-	-	-	-	-	-	16,539		
WORLD BIRDING CENTER	127,793	-	-	-	-	-	-	127,793		
YTURRIA - VETERANS PARK	90,873	-	-	-	-	-	-	90,873		
PALO ALTO - EDA PROJECT	1,064,189	-	-	-	-	-	-	1,064,189		
PARKS MAINTENANCE BUILDING	22,071	-	-	-	-	-	-	22,071		
PETSMART CHARITIES GRANT	14,464	-	-	-	-	-	-	14,464		
PRESERVE AMERICA	133,646	-	-	-	-	-	-	133,646		
P.U.B. - WEST 13TH STREET	290,000	-	-	-	-	-	-	290,000		
EDA - TITAN	891,690	-	-	-	-	-	-	891,690		
STREETS/PATCHING	540,773	-	-	-	-	-	-	540,773		
STREETS/DRAINAGE	255,145	-	-	-	-	-	-	255,145		
SECO RENEWABLE ENERGY GRANT	236,600	-	-	-	-	-	-	236,600		
TX A&M LID GRANT	177,105	-	-	-	-	-	-	177,105		
MITTE CULTURE DIST MASTER PLAN	84,630	-	-	-	-	-	-	84,630		
BIKE BARN IMPROVEMENTS	26,162	-	-	-	-	-	-	26,162		
BATTLEFIELD TRAIL IMPROV. PROJECT	72,772	-	-	-	-	-	-	72,772		
SOUTHMOST HIKE & BIKE TRAIL	147,021	-	-	-	-	-	-	147,021		
HISTORIC ARCH DESIGN GUIDELINES	7,920	-	-	-	-	-	-	7,920		
MARKET SQUARE REVITALIZATION	3,326,061	-	-	163,559	-	-	-	3,489,621		
MARKET SQUARE DOME IMPROVEMENT PROJ.	232,240	-	-	-	-	-	-	232,240		
HEALTH-BVILLE RESOURCE CTR	225,000	-	-	-	-	-	-	225,000		
RIVERSIDE PARK REDEVELOP	182,949	-	-	-	-	-	-	182,949		
RTC BATTLEFIELD TRAIL EXTENSION	934,327	377,244	-	-	-	-	-	1,311,571		
MSD DTOWN BEAUTIFICATION	25,000	-	-	-	-	-	-	25,000		
TRAINING FIELD RENOVATION PROJ.	67,000	-	-	-	-	-	-	67,000		
1045 E. WASHINGTON ST.	124,804	-	-	-	-	-	-	124,804		
TP&W - BROWNSVILLE SENIOR CENTER	20,144	503,937	-	28,364	-	-	-	552,445		
FIRE STATION IMPROVEMENTS.	-	3,000	9,296	-	-	-	-	12,296		
RUBEN GTZ MEMORIAL FIRING RANGE	-	27,098	11,423	105,196	59,640	-	-	203,356		
FIRE - PERSONAL SAFETY SUPPLIES	-	64,280	-	-	-	-	-	64,280		
TXDOT LOCAL PARTICPATION	-	99,427	-	-	-	-	-	99,427		
4B PROJECT YEAR 2024	-	-	-	-	906,233	772,709	267,716	1,946,657		
4B PROJECT YEAR 2025	-	-	-	-	-	886,994	2,544,639	3,431,632		
PUBLIC SAFETY CAPITAL PROJECTS	-	-	-	-	-	6,019	-	6,019		
STREET & DRAINAGE	-	-	-	-	-	274,737	220,450	495,186		
SERVICES & CONTINGENCIES - GENERAL GOV.	265,730	392,854	1,676,339	4,716,118	1,698,871	389,773	353,823	9,493,509		
PRIOR PERIOD ADJUSMENTS	50,000	-	-	-	-	-	-	50,000		
TOTAL EXPENDITURES	44,491,556	1,467,839	1,754,682	5,285,024	3,930,485	2,403,157	3,558,111	62,890,853	3,055,574	(59,835,279)
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(28,264,619)	16,177,616	(1,012,080)	(4,847,877)	(2,372,863)	(2,211,535)	(3,207,197)	(25,738,554)		
OTHER FINANCING SOURCES (USES)										
C.O. PROCEEDS- SERIES 1992	2,330,000	-	-	-	-	-	-	2,330,000		
NOTE PROCEEDS	1,000,000	-	-	-	-	-	-	1,000,000		
DEBT PROCEEDS	23,725,000	-	-	-	-	-	-	23,725,000		
BOND PREMIUM	1,639,057	-	-	-	-	-	-	1,639,057		
COST OF ISSUANCE - C.O.'S	(479,333)	-	-	-	-	-	-	(479,333)		
UNDERWRITERS DISCOUNT	(163,219)	-	-	-	-	-	-	(163,219)		
RESIDUAL EQUITY TRANSFER OUT TO FUND 67 FOR GROUNDS EQUIP. AT BGRC	(34,426)	-	-	-	-	-	-	(34,426)		
PPF CONTRACTUAL OBLIGATIONS - SERIES 1992	880,000	-	-	-	-	-	-	880,000		
ASSISTANCE TO FIREFIGHTERS GRANT	687,388	-	-	-	-	-	-	687,388		
BCIC CONST. - GREENS DIVISION	84,349	-	-	-	-	-	-	84,349		
BROWNSVILLE NAVIGATION DISTRICT	65,000	-	-	-	-	-	-	65,000		
EDA-TITAN	445,553	-	-	-	-	-	-	445,553		
EDA-TITAN LOCAL SHARE	496,067	-	-	-	-	-	-	496,067		
FIRE TRUCK - CDBG	287,350	-	-	-	-	-	-	287,350		
PALO ALTO-PUB	624,248	-	-	-	-	-	-	624,248		
PALO ALTO-EDA	420,000	-	-	-	-	-	-	420,000		
EMS - COLUMBIA HOSPITAL	500,000	-	-	-	-	-	-	500,000		
TRANSFER FROM GENERAL FUND	6,856,822	1,001,054	543,643	3,061,455	1,316,000	383,000	956,119	14,118,093		
TRANSFER FROM COMM DEV PROG FUND	2,284,829	-	-	-	-	-	-	2,284,829		
TRANSFER FROM STREETSCAPE PROJ. FUND	244,893	-	-	-	-	-	-	244,893		
TRANSFER FROM M.V.P.S. FUND	98,123	-	-	-	-	-	-	98,123		
TRANSFER FROM 2001 C.O. FUND	5,044	-	-	-	-	-	-	5,044		
TRANSFER FROM BGRC FUND	-	-	-	-	-	-	-	-		
TRANSFER FROM WATER BOARD FUND	59,014	-	-	-	-	-	-	59,014		
TRANSFER FROM CAPITAL OUTLAY FUND	-	-	-	-	200,000	-	-	200,000		
TRANSFER TO AIRPORT CONTRUCTION III FUND	(25,000,000)	-	-	-	-	-	-	(25,000,000)		
TRANSFER TO 2008 TAX NOTE FUND	(791,150)	(15,800,000)	-	-	-	-	-	(16,591,150)		
STATE REVENUE (TXDOT PHASE I)	1,544,022	-	-	-	-	-	-	1,544,022		
BEAUTIFICATION COMMITTEE CONTRIBUTION	50,127	-	-	-	-	-	-	50,127		
BCIC - PARKS & REC. CONTRIBUTION	4,626,302	-	-	-	-	-	-	4,626,302		
LAND DEVELOPER CONTRIBUTION	49,280	-	-	-	-	-	-	49,280		
LIBRARY FOUNDATION CONTRIBUTION	60,000	-	-	-	-	-	-	60,000		
PETSMART CHARITIES GRANT	35,000	-	-	-	-	-	-	35,000		
P.I.D. CONTRIBUTION	20,000	-	-	-	-	-	-	20,000		
P.U.B. - WEST 13TH STREET	290,000	-	-	-	-	-	-	290,000		
TEXAS HISTORICAL COMMISSION	23,724	-	-	-	-	-	-	23,724		
PARKS & WILDLIFE GRANT	649,280	-	-	-	-	-	-	649,280		
NEW LINCOLN PARK - LIGHTING	273,633	-	-	-	-	-	-	273,633		
BVILLE N LITTLE MISS KICKBALL	10,221	-	-	-	-	-	-	10,221		
SPORTS PARK EQUIPMENT REIMBURSEMENT	2,304,072	-	-	-	-	-	-	2,304,072		
STILLMAN GIFT/ANIMAL SHELTER	125,133	-	-	-	-	-	-	125,133		
TXDOT LINEAR PARK REFUND	606,044	-	-	-	-	-	-	606,044		
BISD - LINEAR PARK SIGNAL	51,025	-	-	-	-	-	-	51,025		
BCIC CONSTRUCTION - GREENS DIVISION	90,325	-	-	-	-	-	-	90,325		

CITY OF BROWNSVILLE
STATEMENT OF REVENUES, EXPENDITURES, AND FUND BALANCES
CAPITAL PROJECTS FUND - FUND 45
PUBLIC PROPERTY FINANCE CONTRACTUAL OBLIGATIONS, SERIES 1992, $880,000 ISSUED ON APRIL 28, 1992
COMBINATION TAX & CERTIFICATES OF OBLIGATION, SERIES 1992, $2,330,000 ISSUED ON DECEMBER 8, 1992
JUNE 30, 2026

	FY 1991 - 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	TOTAL ALL YEARS	DEBT ISSUED	VARIANCE-FAVORABLE (UNFAVORABLE)
4B CONT. (BCC DT-LK VOL)	1,451,486	-	-	-	-	-	-	1,451,486		
CAMERON CO - EMERG COMM PROJ	224,871	-	-	-	-	-	-	224,871		
PRESERVE AMERICA GRANT	132,870	-	-	-	-	-	-	132,870		
PD CHIEF'S BENEFIT GOLF TOURNAMENT	10,000	-	-	-	-	-	-	10,000		
UTB/TSC UNIVERSITY BLVD. SIGNAL	165,559	-	-	-	-	-	-	165,559		
VETERAN'S PARK - PRIVATE DONATIONS	24,042	-	-	-	-	-	-	24,042		
VETERAN'S PARK - F. YTURRIA CONTRIBUTION	52,323	-	-	-	-	-	-	52,323		
RESIDUAL EQUITY TRANSFER OUT TO	-	-	-	-	-	-	-	-		
FUND 49 FOR AIRPORT ADA COMPLIANCE	(120,000)	-	-	-	-	-	-	(120,000)		
PRIOR PERIOD ADJUSTMENTS	100,000	-	-	-	-	-	-	100,000		
NET OTHER FINANCING SOURCES (USES)	29,113,947	(14,798,946)	543,643	3,061,455	1,516,000	383,000	956,119	20,775,218		
EXCESS (DEFICIENCY) OF REVENUES AND OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER USES	849,348	1,378,670	(468,437)	(1,786,422)	(856,863)	(1,828,535)	(2,251,078)	(4,963,317)		
FUND BALANCE, BEGINNING	-	849,348	2,237,806	1,769,369	(17,053)	(873,916)	(2,702,451)	-		
PRIOR PERIOD ADJUSTMENT	-	9,789	-	-	-	-	-	9,789		
FUND BALANCE, ENDING	$ 849,348	$ 2,237,806	$ 1,769,369	$ (17,053)	$ (873,916)	$ (2,702,451)	$ (4,953,529)	$ (4,953,529)		

CITY OF BROWNSVILLE, TEXAS
STATEMENT OF REVENUES, EXPENDITURES, AND FUND BALANCES
AIRPORT CONSTRUCTION FUND - FUND 49
ALSO INCLUDES CERTIFICATE OF OBLIGATION SERIES 1997B PROCEEDS OF $1,470,000
JUNE 30, 2026

	FY 1989-2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	TOTAL ALL YEARS	DEBT ISSUED	VARIANCE-FAVORABLE/ (UNFAVORABLE)
REVENUES										
INTEREST INCOME	$ 870,871	$ 22,909	$ 44,443	$ 117,535	$ 155,041	$ 187,141	$ 110,724	$ 1,508,663		
GRANT -FAA PROJECTS-3-48-0030-06	43,204	-	-	-	-	-	-	43,204		
GRANT -FAA PROJECTS-3-48-0031-05	34,619	-	-	-	-	-	-	34,619		
GRANT -FAA PROJECTS-3-48-0031-06	991,112	-	-	-	-	-	-	991,112		
GRANT -FAA PROJECTS-3-48-0031-08	1,128,146	-	-	-	-	-	-	1,128,146		
GRANT -FAA PROJECTS 3-48-0031-10	358,345	-	-	-	-	-	-	358,345		
GRANT -FAA PROJECTS 3-48-0031-11	2,387,847	-	-	-	-	-	-	2,387,847		
GRANT -FAA PROJECTS 3-48-0031-12	876,301	-	-	-	-	-	-	876,301		
GRANT -FAA PROJECTS 3-48-0031-13	1,226,305	-	-	-	-	-	-	1,226,305		
GRANT -FAA PROJECTS 3-48-0031-14	145,696	-	-	-	-	-	-	145,696		
GRANT -FAA PROJECTS 3-48-0031-15	1,103,023	-	-	-	-	-	-	1,103,023		
GRANT -FAA PROJECTS 3-48-0031-24-03	30,843	-	-	-	-	-	-	30,843		
GRANT -FAA PROJECTS 3-48-0031-25-04	641,110	-	-	-	-	-	-	641,110		
GRANT -FAA PROJECTS 3-48-0031-26-04	819,069	-	-	-	-	-	-	819,069		
GRANT -FAA PROJECTS 3-48-0031-27-05	1,504,548	-	-	-	-	-	-	1,504,548		
GRANT -FAA PROJECTS 3-48-0031-28-05	450,184	-	-	-	-	-	-	450,184		
GRANT -FAA PROJECTS 3-48-0031-30-06	186,184	-	-	-	-	-	-	186,184		
GRANT -FAA PROJECTS 3-48-0031-32-07	35,952	-	-	-	-	-	-	35,952		
GRANT -FAA PROJECTS 3-48-0031-33-08	8,153,818	-	-	-	-	-	-	8,153,818		
GRANT -FAA PROJECTS 3-48-0031-34-08	572,773	-	-	-	-	-	-	572,773		
GRANT -FAA PROJECTS 3-48-0031-35-08	1,250,298	-	-	-	-	-	-	1,250,298		
GRANT -FAA PROJECTS 3-48-0031-36-09	996,208	-	-	-	-	-	-	996,208		
GRANT -FAA PROJECTS 3-48-0031-37-10	3,860,381	-	-	-	-	-	-	3,860,381		
GRANT -FAA PROJECTS 3-48-0031-38-10	914,376	-	-	-	-	-	-	914,376		
GRANT -FAA PROJECTS 3-48-0031-39-11	639,201	-	-	-	-	-	-	639,201		
GRANT -FAA PROJECTS 3-48-0031-40-12	743,104	-	-	-	-	-	-	743,104		
GRANT -FAA PROJECTS 3-48-0031-41-13	8,329,854	-	-	-	-	-	-	8,329,854		
GRANT -FAA PROJECTS 3-48-0031-42-14	1,022,242	-	-	-	-	-	-	1,022,242		
GRANT -FAA PROJECTS 3-48-0031-43-15	1,200,000	-	-	-	-	-	-	1,200,000		
GRANT -FAA PROJECTS 3-48-0031-44-16	806,148	-	-	-	-	-	-	806,148		
GRANT -FAA PROJECTS 3-48-0031-45-17	12,719,002	-	-	-	-	-	-	12,719,002		
GRANT -FAA PROJECTS 3-48-0031-46-18	722,966	(7,398)	-	-	-	-	-	715,568		
GRANT -FAA PROJECTS 3-48-0031-47-18	2,318,454	-	-	-	-	-	-	2,318,454		
GRANT -FAA PROJECTS 3-48-0031-48-18	7,185,251	814,749	-	-	-	-	-	8,000,000		
GRANT -FAA PROJECTS 3-48-0031-50-20	-	5,997,982	1,683,994	-	-	-	-	7,681,976		
GRANT -FAA PROJECTS 3-48-0031-51-21	-	-	1,786,333	-	-	-	-	1,786,333		
GRANT -FAA PROJECTS 3-48-0031-056-2021	-	6,000	1,336,913	351,878	-	-	-	1,694,791		
GRANT -FAA PROJECTS 3-48-0031-057-2022	-	-	-	1,414,051	-	-	-	1,414,051		
GRANT -FAA PROJECTS 3-48-0031-061-2023	-	-	-	-	32,459	324,322	-	356,780		
GRANT -FAA PROJECTS 3-48-0031-060-2024						6,401,756	1,651,280	8,053,036		
GRANT - ROSENBAUER ARFF TRUCK & GRANT 59	-	-	-	59,796	576,884	862,926	-	1,499,606		
GRANT - FAA PROJECT 32-2007	4,103,622	-	-	-	-	-	-	4,103,622		
GRANT - TX DOT RAMP GRANT	50,000	-	-	-	-	-	-	50,000		
PROJ. 1901 - T/W H RECONST. PH.	591,780	-	-	-	-	-	-	591,780		
GRANT 22 - FINGERP, JACINTO, JE	171,367	-	-	-	-	-	-	171,367		
GRANT 23 - TAXIWAY H, PHASE 4	579,600	-	-	-	-	-	-	579,600		
GRANT - GBIC	-	14,324	-	5,711	-	-	-	20,035		
PROJ. 24-03, VARIOUS	1,030,960	-	-	-	-	-	-	1,030,960		
AIRPORT DRAIN PH I PROJ 13	46,290	-	-	-	-	-	-	46,290		
AIRPORT DRAIN PH II PROJ 14	(20,459)	-	-	-	-	-	-	(20,459)		
AIP PROJ. 15-98 PASSENGER WALK	253,240	-	-	-	-	-	-	253,240		
JET BRIDGE PROJ. 16-99	357,604	-	-	-	-	-	-	357,604		
TAXIWAY PROJ. 17-99	3,835,761	-	-	-	-	-	-	3,835,761		
TERMINAL REHAB PH III, PROJECT 3	8,888	-	-	-	-	-	-	8,888		
ARFF FACILITY PROJ 18-00	2,816,033	-	-	-	-	-	-	2,816,033		
A/P GRANT 20 RAMP EXT. PH 1	1,034,219	-	-	-	-	-	-	1,034,219		
PROJ 22, TAXIWAY H, PH 4	951,323	-	-	-	-	-	-	951,323		
PASSENGER FACILITY CHARGES	5,841,499	-	-	-	-	-	-	5,841,499		
DOCKBERRY NURSERY PROP LEASE	2,666	-	-	-	-	-	-	2,666		
FLOOD PRTC SUREY BONG PROC	200,557	-	-	-	-	-	-	200,557		
GBIC GRANT	572,720	-	15,991	-	-	-	-	588,711		
GBIC NEOPLAN PROJECT	1,771,132	-	-	-	-	-	-	1,771,132		
GBIC CONTRIBUTION - FNB LOAN	6,165	-	-	-	-	-	-	6,165		
TXDOT GRANT	50,564	-	-	-	-	-	-	50,564		
INVESTMENT FEES	(217)	-	-	-	-	-	-	(217)		
MISC REVENUES - AIRPORT CO	2,600	-	4,998	-	-	-	-	7,598		
NON-AERONAUTICAL	1,473,053	437,642	468,988	621,694	824,867	630,483	351,829	4,808,555		
TOTAL REVENUES	89,998,401	7,286,208	5,341,660	2,570,665	1,589,250	8,406,627	2,113,832	117,306,643		
EXPENDITURES										
ADA PROJECT AIRPORT IMPROVEMENTS	121,630	-	-	-	-	-	-	121,630	120,000	(1,630)
AIRPORT ADMINISTRATION	1,870	-	-	-	-	-	-	1,870	-	(1,870)
AIRPORT BUILDINGS	201,294	-	-	-	-	-	-	201,294	230,000	28,706
AIRPORT MAINTENANCE	(2,301)	-	-	-	-	123,733	-	121,432	-	(121,432)
CONQUEST AIRLINES CORP.	60,000	-	-	-	-	-	-	60,000	60,000	-
CONTINGENCY	53	-	-	-	-	-	-	53	-	(53)
EAGLE INTERNATIONAL	100	-	-	-	-	-	-	100	100	-
FAR 107.14 SECURITY	24,013	-	-	-	-	-	-	24,013	-	(24,013)
GBIC GRANT										
ROOF REPAIRS HAGGAR BLDG	318,407	-	-	-	-	-	-	318,407	360,000	41,593
ROOF REPAIRS UNITED TECH	254,314	-	-	-	-	-	-	254,314	300,000	45,686
LAND PURCHASE	160,751	-	-	-	-	-	-	160,751	-	(160,751)
NEOPLAN PROJECT	299	-	-	-	-	-	-	299	-	(299)
LAND ACQUISITION - NOISE COMPAT.	156,294	-	-	-	-	-	-	156,294	-	(156,294)
NOISE COMPATABILITY	317,584	-	-	-	-	-	-	317,584	-	(317,584)
PART 150 STUDY	149,736	-	-	-	-	-	-	149,736	-	(149,736)
RGV WING CAF BUILDING	911,354	-	-	-	-	-	-	911,354	940,000	28,646
ROLLINS OFFICE/WAREHOUSE	144,235	-	-	-	-	-	-	144,235	-	(144,235)
RUNWAY EXTENSION PROJECT	493,770	-	-	-	-	-	-	493,770	-	(493,770)
SECURITY SYSTEM CONSTR.	174,457	-	-	-	-	-	-	174,457	-	(174,457)
AIRPORT (GBIC) PROJECTS	-	-	-	-	-	4,086	12,472	16,558		
TERMINAL PROJECT	372,109	-	-	-	-	-	-	372,109	-	(372,109)
PFC PROJECTS	-	21,780	-	-	-	-	-	21,780	-	(21,780)

CITY OF BROWNSVILLE, TEXAS
STATEMENT OF REVENUES, EXPENDITURES, AND FUND BALANCES
AIRPORT CONSTRUCTION FUND - FUND 49
ALSO INCLUDES CERTIFICATE OF OBLIGATION SERIES 1997B PROCEEDS OF $1,470,000
JUNE 30, 2026

	FY 1989-2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	TOTAL ALL YEARS	DEBT ISSUED	VARIANCE-FAVORABLE/ (UNFAVORABLE)
FAA-AIP GRANT										
PFC REIMB. AIP - 09 PRIOR YR	(41,765)	-	-	-	-	-	-	(41,765)	-	41,765
								-		
AIRPORT PROJECT: 3-48-0031-05	39,805	-	-	-	-	-	-	39,805	39,805	-
AIRPORT RUNWAYS PROJECT: 3-48-0031-08	1,042,653	-	-	-	-	-	-	1,042,653	1,042,653	-
TAXI WAY "J"	36,221	-	-	-	-	-	-	36,221	36,221	-
AIRPORT RUNWAYS - OTHER	2,008	-	-	-	-	-	-	2,008	2,008	-
AIRPORT RUNWAYS PROJECT: 3-48-0031-10										
PROFESSIONAL SERVICE	376,255	-	-	-	-	-	-	376,255	402,648	26,393
FAA GRANT: 3-48-0031-11-96										
AIR CARGO RUNWAY	(1,083,813)	-	-	-	-	-	-	(1,083,813)	-	1,083,813
CONSTRUCTION	1,709,328	-	-	-	-	-	-	1,709,328	-	(1,709,328)
AIR CARGO BUILDING	284,518	-	-	-	-	-	-	284,518	-	(284,518)
AIR CARGO TERMINAL-RAMP	113,479	-	-	-	-	-	-	113,479	-	(113,479)
SIGNAGE	98	-	-	-	-	-	-	98	-	(98)
PROFESSIONAL SERVICE	196,730	-	-	-	-	-	-	196,730	-	(196,730)
LOCAL SHARE	-	-	-	-	-	-	-	-	522,703	522,703
FAA GRANT: 3-48-0031-12-97										
AIR CARGO TERMINAL RAMP	988,649	-	-	-	-	-	-	988,649	-	(988,649)
PROJECT 12-98	78,766	-	-	-	-	-	-	78,766	-	(78,766)
PROJ. 13-97: FLOOD CONTROL DESIGN	1,603,074	-	-	-	-	-	-	1,603,074	-	(1,603,074)
FAA GRANT: 3-48-0031-14-98										
AIRPORT DRAINAGE	146,600	-	-	-	-	-	-	146,600	-	(146,600)
PROJ. 15-98: 1994 C.O. CONST. COSTS	1,057,681	-	-	-	-	-	-	1,057,681	-	(1,057,681)
FAA PROJ. 16-99	397,340	-	-	-	-	-	-	397,340	-	(397,340)
FAA GRANT: 3-48-0031-17-99										
PROFESSIONAL SERVICE	1,090,429	-	-	-	-	-	-	1,090,429	-	(1,090,429)
CONSTRUCTION	3,188,901	-	-	-	-	-	-	3,188,901	-	(3,188,901)
TUG RAMP EXT / TERMINAL LIGHT	260,021	-	-	-	-	-	-	260,021	-	(260,021)
FAA GRANT: 3-48-0031-18-00										
ARFF	1,140,910	-	-	-	-	-	-	1,140,910	-	(1,140,910)
TAXIWAY B,D,E	343,236	-	-	-	-	-	-	343,236	-	(343,236)
CARGO RAMP EXP.	1,426,656	-	-	-	-	-	-	1,426,656	-	(1,426,656)
TAXIWAY H PHASE II	327,698	-	-	-	-	-	-	327,698	-	(327,698)
FAA GRANT: 3-48-0031-19-01										
REHABILITATE TAXIWAY H										
SERVICES	123,663	-	-	-	-	-	-	123,663	-	(123,663)
PROJ 17 TERMINAL RAMP/LIGHT	261,506	-	-	-	-	-	-	261,506	-	(261,506)
FAA GRANT: 3-48-0031-20-01										
AIRP DRAINAGE, PH 3 & EXP TERM PH	104,602	-	-	-	-	-	-	104,602	-	(104,602)
EXPAND TERM APRON, PH 2	563,203	-	-	-	-	-	-	563,203	-	(563,203)
TAXIWAY H PROJECT	396,318	-	-	-	-	-	-	396,318	-	(396,318)
FAA GRANT 3-48-0031-22-02										
TRM AREA STUDY/JACINTO PROPERTY	-	-	-	-	-	-	-	-	-	-
FINGERPRINT EQUIPMENT	24,207	-	-	-	-	-	-	24,207	-	(24,207)
ACQUIRE JETBRIDGE	369,760	-	-	-	-	-	-	369,760	-	(369,760)
EA FOR RW 31 EXT.	810,554	-	-	-	-	-	-	810,554	-	(810,554)
BLAST ANALYSIS	76,402	-	-	-	-	-	-	76,402	-	(76,402)
FAA GRANT: 3-48-0031-23-02										
TAXIWAY H, PH 4 (FAA)	644,001	-	-	-	-	-	-	644,001	-	(644,001)
FAA GRANT: 3-48-0031-24-03										
UPDATE ALP.	17,173	-	-	-	-	-	-	17,173	-	(17,173)
AIRFIELD SIGN PLAN	9,973	-	-	-	-	-	-	9,973	-	(9,973)
S. GEN. AVIA RAMP REHAB.	408,477	-	-	-	-	-	-	408,477	-	(408,477)
RWY 17	610,725	-	-	-	-	-	-	610,725	-	(610,725)
RADIOS	38,058	-	-	-	-	-	-	38,058	-	(38,058)
TERMINAL SIGN PLAN	20,000	-	-	-	-	-	-	20,000	-	(20,000)
TWY H RECONST.	146	-	-	-	-	-	-	146	-	(146)
STREET SIDE SIGN PLAN	4,000	-	-	-	-	-	-	4,000	-	(4,000)
ACQUISITION OF SIGNS	71,460	-	-	-	-	-	-	71,460	-	(71,460)
FAA GRANT: 3-48-0031-25-04										
LAND ACQUISITION	658,268	-	-	-	-	-	-	658,268	-	(658,268)
FAA GRANT: 3-48-0031-26-04										
PASSENGER LOADING BRIDGE	81,820	-	-	-	-	-	-	81,820	-	(81,820)
13R-31L RWY SHOULDER IMP.	63,386	-	-	-	-	-	-	63,386	-	(63,386)
VACUUM SWEEPER	144,810	-	-	-	-	-	-	144,810	-	(144,810)
RWY 17 REHAB (PH 2)	67,495	-	-	-	-	-	-	67,495	-	(67,495)
RWY 13 BLAST PAD (PH 2)	50,493	-	-	-	-	-	-	50,493	-	(50,493)
S.G.A. RMP. REHAB (PH 2)	361,820	-	-	-	-	-	-	361,820	-	(361,820)
SECURITY SYSTEM UPGRADE	170,521	-	-	-	-	-	-	170,521	-	(170,521)
RADIOS	-	-	-	-	-	-	-	-	-	-
FAA GRANT 03-48-0031-31-06										
TERMINAL RAMP REHAB PHASE 3	1,052,632	-	-	-	-	-	-	1,052,632	-	(1,052,632)
FAA GRANT 03-48-0031-30-2006										
UPDATE PART 150 NEM/NCP	241,457	-	-	-	-	-	-	241,457	-	(241,457)

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	FY 1989-2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	TOTAL ALL YEARS	DEBT ISSUED	VARIANCE-FAVORABLE/ (UNFAVORABLE)
FAA GRANT 03-48-0031-32-2007										
TERMINAL RAMP EXPANSION PH. IIII	615,689	-	-	-	-	-	-	615,689	-	(615,689)
TAXIWAY G PHASE I	2,860,062	-	-	-	-	-	-	2,860,062	-	(2,860,062)
G.A. INFRASTRUCTURE PROJECT PH. I	90,075	-	-	-	-	-	-	90,075	-	(90,075)
PVMT MGMT PROGRAM	155,154	-	-	-	-	-	-	155,154	-	(155,154)
RUNWAY 17-35 DISPLACED THRES	110,366	-	-	-	-	-	-	110,366	-	(110,366)
RUNWAY 17-35 PH 1	138,656	-	-	-	-	-	-	138,656	-	(138,656)
PROFESSIONAL SERVICES	113,971	-	-	-	-	-	-	113,971	-	(113,971)
FAA GRANT 03-48-0031-34-2008										
SIGNAGE	28,756	-	-	-	-	-	-	28,756	-	(28,756)
ENGINEERING	38,189	-	-	-	-	-	-	38,189	-	(38,189)
FENCING	248,935	-	-	-	-	-	-	248,935	-	(248,935)
DBE FEES	31,500	-	-	-	-	-	-	31,500	-	(31,500)
SOUTHSIDE PUMP	8,696	-	-	-	-	-	-	8,696	-	(8,696)
APRON LIGHTS	217,569	-	-	-	-	-	-	217,569	-	(217,569)
FAA GRANT 03-48-0031-35-2008										
CONSTRUCTION OBSERVATION SERV.	175,503	-	-	-	-	-	-	175,503	-	(175,503)
ADMINISTRATION	1,883	-	-	-	-	-	-	1,883	-	(1,883)
DETENTION POND IMPROVEMENTS	1,111,358	-	-	-	-	-	-	1,111,358	-	(1,111,358)
EMERGENCY GENERATOR	20,422	-	-	-	-	-	-	20,422	-	(20,422)
NORTH STATION PUMP	6,934	-	-	-	-	-	-	6,934	-	(6,934)
FAA GRANT 03-48-0031-36-2009										
DESIGN & BIDDING	162,312	-	-	-	-	-	-	162,312	-	(162,312)
ENGINEERING FEES	248,416	-	-	-	-	-	-	248,416	-	(248,416)
CONSTRUCTION OBSERVATION SERV.	139,916	-	-	-	-	-	-	139,916	-	(139,916)
ADMINISTRATION	5,994	-	-	-	-	-	-	5,994	-	(5,994)
RWY 13-31 & SIGNAGE CIRCUIT	144,382	-	-	-	-	-	-	144,382	-	(144,382)
AIRFIELD GENERATOR	174,962	-	-	-	-	-	-	174,962	-	(174,962)
TERMINAL GENERATOR	172,659	-	-	-	-	-	-	172,659	-	(172,659)
FAA GRANT: 3-48-0031-37-2010										
CONSTRUCTION OBSERVATION SERV.	117,200	-	-	-	-	-	-	117,200	-	(117,200)
ADMINISTRATION	4,713	-	-	-	-	-	-	4,713	-	(4,713)
WILDLIFE HAZARD ASSESSMENT	292,868	-	-	-	-	-	-	292,868	-	(292,868)
TWY D & E REHAB	3,648,778	-	-	-	-	-	-	3,648,778	-	(3,648,778)
FAA GRANT: 3-48-0031-38-2010										
AIRPORT TERMINAL IMP PROF SERV	89,949	-	-	-	-	-	-	89,949	-	(89,949)
AIRPORT TERMINAL IMP CONSTRN	756,521	-	-	-	-	-	-	756,521	-	(756,521)
WILDLIFE HAZARD ASSESSMENT	138,983	-	-	-	-	-	-	138,983	-	(138,983)
FAA GRANT: 3-48-0031-39-2011										
SECURITY SYSTEM IMP	28,271	-	-	-	-	-	-	28,271	-	(28,271)
FLOOD PREVENT	80,695	-	-	-	-	-	-	80,695	-	(80,695)
NEPA DOCUMENT SIDE LAND CLEARING	49,646	-	-	-	-	-	-	49,646	-	(49,646)
TERMINAL CHILLER & HVAC IMP	249,040	-	-	-	-	-	-	249,040	-	(249,040)
TERMINAL CHILLER & HVAC IMP - LOCAL SHARE	11,921	-	-	-	-	-	-	11,921	-	(11,921)
TERMINAL OPTIMIZATION STUDY	35,783	-	-	-	-	-	-	35,783	-	(35,783)
SHORT-TERM TERMINAL IMP	55,204	-	-	-	-	-	-	55,204	-	(55,204)
DESIGN SERV TWY B REHAB	141,761	-	-	-	-	-	-	141,761	-	(141,761)
SITTING STUDY INSTALL NEW AIRPORT BEACON	30,775	-	-	-	-	-	-	30,775	-	(30,775)
FAA GRANT: 3-48-0031-40-2012										
PROJ DEFIN/CONCEPT DEVELOPMENT	10,000	-	-	-	-	-	-	10,000	-	(10,000)
AIRFIELD SIGN MARKING	92,568	-	-	-	-	-	-	92,568	-	(92,568)
DBE FEES	5,550	-	-	-	-	-	-	5,550	-	(5,550)
TWY B REHAB & GEN AVIATION	407,761	-	-	-	-	-	-	407,761	-	(407,761)
DECOM RWY 13L-31R	15,323	-	-	-	-	-	-	15,323	-	(15,323)
CONST ADM SECURITY CAMERA	8,336	-	-	-	-	-	-	8,336	-	(8,336)
CONST OBSERV SECURITY CAMERA	18,480	-	-	-	-	-	-	18,480	-	(18,480)
CONST SECURITY CAMERA	34,944	-	-	-	-	-	-	34,944	-	(34,944)
TERMINAL STUDY, PART 2	175,000	-	-	-	-	-	-	175,000	-	(175,000)
10% OVER GRANT AMOUNT	3,524	-	-	-	-	-	-	3,524	-	(3,524)
HVAC Chiller & Controls Upgrade	139,624	-	-	-	-	-	-	139,624	-	(139,624)
FAA GRANT: 3-48-0031-41-2013										
15% OVER GRANT AMOUNT FAA	5,795	-	-	-	-	-	-	5,795	-	(5,795)
15% OVER GRANT AMOUT LOCAL 2013B	643	-	-	-	-	-	-	643	-	(643)
TWY B REHAB PROF SERV FAA MATCH	415,817	-	-	-	-	-	-	415,817	-	(415,817)
TWY B REHAB PROF SERV LOCAL MATCH	46,202	-	-	-	-	-	-	46,202	-	(46,202)
TWY B REHAB CONSTRN SERV FAA MATCH	7,908,242	-	-	-	-	-	-	7,908,242	-	(7,908,242)
TWY B REHAB CONSTRN SERV LOCAL MATCH	878,694	-	-	-	-	-	-	878,694	-	(878,694)
FAA GRANT: 3-48-0031-42-2014										
UPDATE ALP FAA SHARE	234,000	-	-	-	-	-	-	234,000	-	(234,000)
UPDATE ALP LOCAL SHARE	26,000	-	-	-	-	-	-	26,000	-	(26,000)
ADMINISTRATION FAA	785	-	-	-	-	-	-	785	-	(785)
ADMINISTRATION LOCAL	88	-	-	-	-	-	-	88	-	(88)
ODO PREP SHEETS FAA	7,695	-	-	-	-	-	-	7,695	-	(7,695)
ODO PREP SHEETS LOCAL	855	-	-	-	-	-	-	855	-	(855)
REHAB ARFF VEHICLE FAA	244,214	-	-	-	-	-	-	244,214	-	(244,214)
REHAB ARFF VEHICLE LOCAL	27,135	-	-	-	-	-	-	27,135	-	(27,135)
EA NEW TERMINAL FAA SHARE	157,500	-	-	-	-	-	-	157,500	-	(157,500)
EA NEW TERMINAL LOCAL SHARE	17,500	-	-	-	-	-	-	17,500	-	(17,500)
TERMINAL 20% DESIGN FAA SHARE	378,405	-	-	-	-	-	-	378,405	-	(378,405)
TERMINAL 20% DESIGN LOCAL SHARE	42,045	-	-	-	-	-	-	42,045	-	(42,045)
FAA GRANT: 3-48-0031-43-2015										
TERMINAL DESIGN 90% FAA	1,200,000	-	-	-	-	-	-	1,200,000	-	(1,200,000)
TERMINAL DESIGN 10% LOCAL	1,300,000	-	-	-	-	-	-	1,300,000	-	(1,300,000)

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TERMINAL DESIGN 15% FAA OVER GRANT	-	-	-	-	-	-	-	-	-	-
TERMINAL DESIGN 15% LOCAL OVER GRANT	-	-	-	-	-	-	-	-	-	-
FAA GRANT: 3-48-0031-44-2016										
AIRPORT MASTER PLAN PROF. SERVICES	726,750	-	-	-	-	-	-	726,750	-	(726,750)
AIRPORT MASTER PLAN PROF. SERV. LOCAL	80,750	-	-	-	-	-	-	80,750	-	(80,750)
ROTATING BEACON PROF. SERV. 90% FAA	7,100	-	-	-	-	-	-	7,100	-	(7,100)
ROTATING BEACON CONST. FAA 90% FAA	50,508	-	-	-	-	-	-	50,508	-	(50,508)
ROTATING BEACON CONST. 10% LOCAL	5,612	-	-	-	-	-	-	5,612	-	(5,612)
ROTATING BEACON CONST. 10% LOCAL OTHER	23,380	-	-	-	-	-	-	23,380	-	(23,380)
PROFESSIONAL SERVICES 90% FAA	22,500	-	-	-	-	-	-	22,500	-	(22,500)
PROFESSIONAL SERVICES 10% LOCAL	2,500	-	-	-	-	-	-	2,500	-	(2,500)
FAA GRANT: 3-48-0031-45-2017										
TERMINAL BLDG PHASE 1 FAA 90%	70,773	-	-	-	-	-	-	70,773	-	(70,773)
TERMINAL BLDG PHASE 1 LOCAL 10%	7,864	-	-	-	-	-	-	7,864	-	(7,864)
TERMINAL BLDG PHASE 2 (E) TERMINAL FAA 90%	9,579,050	-	-	-	-	-	-	9,579,050	-	(9,579,050)
TERMINAL BLDG PHASE 2 (E) TERMINAL LOC 10%	1,138,309	-	-	-	-	-	-	1,138,309	-	(1,138,309)
TERMINAL BLDG PHASE 2 (A) LAND FAA 90%	3,069,179	-	-	-	-	-	-	3,069,179	-	(3,069,179)
TERMINAL BLDG PHASE 2 (A) LAND LOCAL 10%	341,011	-	-	-	-	-	-	341,011	-	(341,011)
FAA GRANT: 3-48-0031-46-2018										
REHAB RUNWAY (SEAL COAT) DESIGN FAA 90%	31,497	-	-	-	-	-	-	31,497	-	(31,497)
REHAB RUNWAY (SEAL COAT) DESIGN LOCAL 10%	3,500	-	-	-	-	-	-	3,500	-	(3,500)
REHAB RUNWAY (SEAL COAT) CONST. FAA 90%	460,170	-	-	-	-	-	-	460,170	-	(460,170)
REHAB RUNWAY (SEAL COAT) CONST. LOCAL 10%	51,130	-	-	-	-	-	-	51,130	-	(51,130)
REHAB RUNWAY (SEAL COAT) CONST. ADM. FAA 90%	39,872	-	-	-	-	-	-	39,872	-	(39,872)
REHAB RUNWAY (SEAL COAT) CONST. ADM. LOCAL 10%	4,431	-	-	-	-	-	-	4,431	-	(4,431)
REHAB RUNWAY (SEAL COAT) PAVEMENT MAINT. FAA 90%	191,427	-	-	-	-	-	-	191,427	-	(191,427)
REHAB RUNWAY (SEAL COAT) PAVEMENT MAINT. LOC 10%	21,269	-	-	-	-	-	-	21,269	-	(21,269)
FAA GRANT: 3-48-0031-47-2018										
TERMINAL BLDG CONST. FINISHES FAA 90%	2,318,454	-	-	-	-	-	-	2,318,454	-	(2,318,454)
TERMINAL BLDG CONST. FINISHES LOCAL 10%	309,884	-	-	-	-	-	-	309,884	-	(309,884)
FAA GRANT: 3-48-0031-48-2018										
TERMINAL BLDG CONST. ELEC./HVAC/PLUMB. FAA 90%	7,185,251	814,749	-	-	-	-	-	8,000,000	-	(8,000,000)
TERMINAL BLDG CONST. ELEC./HVAC/PLUMB. FAA 10%	840,381	139,588	-	-	-	-	-	979,968	-	(979,968)
FAA GRANT: 3-48-0031-50-2020										
TERMINAL BLDG CONST. AIRSIDE PROF. SERVICES	-	116,380	184,000	-	-	-	-	300,380	-	(300,380)
TERMINAL BLDG CONST. AIRSIDE CONSTRUCTION	-	5,881,592	1,500,004	-	-	-	-	7,381,596	-	(7,381,596)
FAA GRANT: 3-48-0031-56-2021										
AIRPORT IMPROVEMENT INDEPENDENT FEE	-	6,000	1,336,913	351,878	-	-	-	1,694,791	-	(1,694,791)
FAA GRANT: 3-48-0031-59-2023										
AIRPORT IMPROVEMENT RUNWAY	-	-	-	66,441	-	-	-	66,441	-	(66,441)
AIRPORT IMPROVEMENT	-	-	-	-	-	-	-	-	-	-
AIRPORT TAXIWAY/RUNWAY	-	-	-	-	-	-	-	-	-	-
TERMINAL BUILDING CONSTRUCTION										
PASSENGER PARKING	-	-	-	-	-	-	-	-	-	-
CONSTRUCTION MATERIALS TEST SERV	-	-	-	-	-	-	-	-	-	-
AIRPORT TERMINAL CONSTRUCTION										
TERMINAL FINAL DESIGN PROF SERV LOCAL	-	-	-	-	-	-	-	-	-	-
TERMINAL FINAL DESIGN ARCH. & ENG. CH. ORDER	-	-	-	-	-	-	-	-	-	-
PFC PROJECTS	40,671	-	-	-	-	-	-	40,671	-	(40,671)
PFC-1 MASTER PLAN PRIOR YR	452,487	-	-	-	-	-	-	452,487	-	(452,487)
PFC-2 AIP 11/96 PRIOR YR EXP.	51,398	-	-	-	-	-	-	51,398	-	(51,398)
PFC-3 AIP-09 PRIOR YR EXPENSES	101,071	-	-	-	-	-	-	101,071	-	(101,071)
PFC-4 PASSENGER LOADING BRIDGE	695,266	-	-	-	-	-	-	695,266	-	(695,266)
PFC-5 FEDERAL INSPECTION ST.	93,189	-	-	-	-	-	-	93,189	-	(93,189)
PFC-6 TERMINAL CAPACITY IMP.	94,022	-	-	-	-	-	-	94,022	-	(94,022)
PFC-7 AIP -12 PRIOR YR EXP.	23,700	-	-	-	-	-	-	23,700	-	(23,700)
PFC- 8 APPLICATION & ADMIN	31,779	-	-	-	-	-	-	31,779	-	(31,779)
PFC- 9	(129,953)	-	-	-	-	-	-	(129,953)	-	129,953
PFC REIMBURSEMENT - ADMIN. COST	73,099	-	-	-	-	-	-	73,099	-	(73,099)
CONSTRUCT GA APRON	1,801,210	-	-	-	-	-	-	1,801,210	-	(1,801,210)
TERMINAL RAMP EXPANSION - PH II	-	-	-	-	-	-	-	-	-	-
PROPOSITION NO. 6 - PUBLIC BUILDINGS	614,223	-	-	-	-	-	-	614,223	750,000	135,777
AIRPORT TERMINAL FACILITIES	500,000	-	-	-	-	-	-	500,000	500,000	-
AIRPORT BUILDING REHAB.										
PROPOSITION NO. 7	181,314	-	-	-	-	-	-	181,314	200,000	18,686
AIRPORT RUNWAY OVERLAY	168,438	-	-	-	-	-	-	168,438	300,000	131,562
FY 1997 AIRPORT IMPROVEMENTS	-	-	-	-	-	-	-	-	38,488	38,488
COST OF ISSUANCE	505,090	-	-	-	-	-	-	505,090	625,000	119,910
AIRPORT TERMINAL IMPROVEMENTS	1,795,483	-	-	-	-	-	-	1,795,483	-	(1,795,483)
EAGLE BLDG./ NEOPLAN PROJECT	-	-	-	-	-	-	-	-	750,000	750,000
HANGAR CONSTRUCTION	42,866	-	-	-	-	-	-	42,866	-	(42,866)
MILWORK PACKAGE	73,433	-	-	-	-	-	-	73,433	80,000	6,567
MOWER ASSEMBLY	3,381	-	-	-	-	-	-	3,381	-	(3,381)
SANITARY SYSTEM	32,392	-	-	-	-	-	-	32,392	-	(32,392)
GATE AREA FURNITURE	31,875	-	-	-	-	-	-	31,875	-	(31,875)
ASBESTOS REMOVAL	546,015	-	-	-	-	-	-	546,015	-	(546,015)
AIRPORT OPERATIONS - LAND	23,884	-	-	-	-	-	-	23,884	-	(23,884)
AIRPORT OPERATIONS - VEHICLES	17,326	-	-	-	-	-	-	17,326	-	(17,326)

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SPACEPORT DESIGNATION (GBIC)	-	14,324	15,991	5,711	-	-	36,539	72,565	-	(72,565)
ROSENBAUER ARFF TRUCK	-	-	-	-	-	841,807	-	841,807	-	
FAA GRANT 3-48-0031-059-2023	-	-	-	-	710,053	47,929	-	757,982	-	
FAA GRANT 3-48-0031-061-2023	-	-	-	-	36,065	360,357	-	396,422	-	
FAA GRANT 3-48-0031-060-2024	-	-	-	-	-	7,883,637	2,324,745	10,208,382	-	
FAA Grant 3-48-0031-063-2025							3,811,056			
AIRPORT (BCIC) PROJECTS	-	-	-	-	-	37,178	1,952	39,130	-	
GENERAL SERVICES & CONTINGENCIES	210,762	-	-	-	-	-	-	210,762	-	(210,762)
TOTAL EXPENDITURES	87,246,541	6,994,413	3,036,908	424,029	746,118	9,298,728	6,186,765	110,122,445	7,299,626	(90,562,537)
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	2,751,861	291,795	2,304,752	2,146,636	843,132	(892,101)	(4,072,933)	7,184,198		
OTHER FINANCING SOURCES (USES)										
G.O. PROCEEDS- SERIES 1991										
RESIDUAL EQUITY TRANSFER	500,000	-	-	-	-	-	-	500,000		
IN FROM FUND 39	1,005,000	-	-	-	-	-	-	1,005,000		
C.O. PROCEEDS- SERIES 1991	500,000	-	-	-	-	-	-	500,000		
G.O. PROCEEDS- SERIES 1992	-	-	-	-	-	-	-	-		
C.O. PROCEEDS- SERIES 1992										
RESIDUAL EQUITY TRANSFER	120,000	-	-	-	-	-	-	120,000		
IN FROM FUND 45	750,000	-	-	-	-	-	-	750,000		
G.O. PROCEEDS- SERIES 1993	230,000	-	-	-	-	-	-	230,000		
C.O. PROCEEDS- SERIES 1994	1,462,746	-	-	-	-	-	-	1,462,746		
C.O. PROCEEDS- SERIES 1997B	42,009	-	-	-	-	-	-	42,009		
C.O. PROCEEDS- SERIES 2013B	1,100,000	-	-	-	-	-	-	1,100,000		
DEBT PROCEEDS	-	-	-	-	-	-	-	-		
INTEREST EXPENSES - FNB LOAN	-	-	-	-	-	-	-	-		
PAYMENT REFUND TO ESCROW AGENT	(8,822,747)	-	-	-	-	-	-	(8,822,747)		
ASSET TRANSFERS OUT - AIRPORT FUND	716,284	-	-	-	-	-	-	716,284		
TRANSFERS FROM GENERAL FUND	74,098	-	-	-	-	-	-	74,098		
TRANSFERS FROM CDBG FUND	300,000	-	-	-	-	-	-	300,000		
TRANSFERS FROM AIRPORT FUND	60,000	-	-	-	-	-	-	60,000		
TRANSFERS FROM AIRPORT CONSTRN. II FUND	(51,122)	-	-	-	-	-	-	(51,122)		
TRANSFERS FROM AIRPORT CONSTRN. III FUND	2,525,720	-	-	-	-	-	-	2,525,720		
TRANSFERS FROM 2018 TAX NOTES FUND	1,469,385	-	(1,786,333)	(1,414,051)	-	-	-	(1,730,999)		
TRANSFERS FROM 2020A CO FUND	-	-	-	-	200,000	-	-	200,000		
TRANSFERS FROM 2022 C.O. FUND	-	-	-	-	1,068,997	273,943	-	1,342,940		
TRANSFERS TO CDBG FUND	(365,000)	-	-	-	-	-	-	(365,000)		
TRANSFERS TO DEBT SERVICE FUND	(2,387,364)	(365,000)	(370,000)	(370,000)	(250,000)	(250,000)	-	(3,992,364)		
NET OTHER FINANCING SOURCES (USES)	(770,991)	(365,000)	(2,156,333)	(1,784,051)	1,018,997	23,943	-	(4,033,435)		
EXCESS (DEFICIENCY) OF REVENUES AND OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER USES	2,059,287	(73,205)	148,419	362,585	1,862,129	(868,157)	(4,072,933)	3,229,181		
FUND BALANCE, BEGINNING	-	2,059,287	1,986,082	2,134,501	2,497,086	4,359,214	3,491,057	-		
FUND BALANCE, ENDING	$ 2,059,287	$ 1,986,082	$ 2,134,501	$ 2,497,086	$ 4,359,214	$ 3,491,057	$ (581,876)	$ 3,229,181		

CITY OF BROWNSVILLE, TEXAS
STATEMENT OF REVENUES, EXPENDITURES, AND FUND BALANCES
SERIES 2007, AIRPORT CERTIFICATE OF OBLIGATION FUND - FUND 51
JUNE 30, 2026

	FY 2007 - 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	TOTAL ALL YEARS	DEBT ISSUED	VARIANCE - FAVORABLE (UNFAVORABLE)
REVENUES										
INTEREST INCOME	$ 935,854	$ 10,280	$ 4,715	$ -	$ -	$ 1	$ -	$ 950,851		
MISCELLANEOUS	-	-	-	-	-	-	-	-		
TOTAL REVENUES	935,854	10,280	4,715	-	-	1	-	950,851		
EXPENDITURES										
TAXIWAY/RUNWAY EXTENSION	-	-	-	-	-	-	-	-	9,605,000	9,605,000
TERMINAL BUILDING CONST.	23,158,908	310,703	(38,658)	-	-	-	-	23,430,953		
INSURANCE PREMIUM	-	-	-	-	-	-	-	-		-
COST OF ISSUANCE	449,724	-	-	-	-	-	-	449,724		(449,724)
DEFEASANCE COSTS	348,941	-	-	-	-	-	-	348,941		(348,941)
C. O. INTEREST EXPENSE	453,779	-	-	-	-	-	-	453,779		(453,779)
TAX NOTE INTEREST EXPENSE	-	-	-	-	-	-	-	-		
UNDERWRITER'S DISCOUNT	163,219	-	-	-	-	-	-	163,219		(163,219)
ORIGINAL ISSUE DISCOUNT	-	-	-	-	-	-	-	-		-
TOTAL EXPENDITURES	24,574,571	310,703	(38,658)	-	-	-	-	24,846,616	9,605,000	8,189,337
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(23,638,717)	(300,423)	43,373	-	-	1	-	(23,895,765)		
OTHER FINANCING SOURCES (USES)										
DEBT PROCEEDS	23,725,000	-	-	-	-	-	-	23,725,000		
BOND PREMIUM	1,639,057	-	-	-	-	-	-	1,639,057		
E.P.A. GRANT - BROWNFIELD	-	-	-	-	-	-	-	-		
TXDOT - EXPRESSWAY 77/83 ROW	-	-	-	-	-	-	-	-		
TRANSFER FROM FUND 49	1,057,436	-	-	-	-	-	-	1,057,436		
TRANSFER TO 2000 C.O. FUND	-	-	-	-	-	-	-	-		
TRANSFER TO 2001 C.O. FUND	-	-	-	-	-	-	-	-		
TRANSFER TO AIRPORT CONST. FD	(2,525,720)	-	-	-	-	-	-	(2,525,720)		
NET OTHER FINANCING SOURCES (USES)	23,895,773	-	-	-	-	-	-	23,895,773		
EXCESS (DEFICIENCY) OF REVENUES AND OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER USES	257,056	(300,423)	43,373	-	-	1	-	7		
FUND BALANCE, BEGINNING	-	257,056	(43,367)	6	6	6	7	-		
FUND BALANCE, ENDING	$ 257,056	$ (43,367)	$ 6	$ 6	$ 6	$ 7	$ 7	$ 7		

CITY OF BROWNSVILLE, TEXAS
STATEMENT OF REVENUES, EXPENDITURES, AND FUND BALANCES
SERIES 1999, AIRPORT CERTIFICATE OF OBLIGATION FUND - FUND 53
JUNE 30, 2026

	FY 1999 - 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	TOTAL ALL YEARS	DEBT ISSUED	VARIANCE - FAVORABLE (UNFAVORABLE)
REVENUES										
INTEREST INCOME	$ 521,698	$ 464	$ 469	$ 1,214	$ 1,483	$ 1,089	$ 592	$ 527,008		
EDA GRANT 08-01-04733	1,000,000	-	-	-	-	-	-	1,000,000		
TOTAL REVENUES	1,521,698	464	469	1,214	1,483	1,089	592	1,527,008		
EXPENDITURES										
SERIES 1998 C. O. EXPENDITURES										
AIRPORT TERMINAL RENOVATION	2,795,241	-	-	-	-	-	-	2,795,241	2,500,000	(295,241)
AIRPORT OVERLAY	-	-	-	-	-	-	-	-		-
ACCOUNT RESERVED	-	-	-	-	-	-	-	-		-
BAGGAGE CONVEYOR SYSTEM	207,713	-	-	-	-	-	-	207,713		(207,713)
PROFESSIONAL SERVICES - H. SMALL	-	-	-	-	-	-	-	-		-
STRUCTURAL ENGINEERING SERVICES	5,250	-	-	-	-	-	-	5,250		(5,250)
INT. NOTE - HORACE SMALL / V.F. APPAREL	461,763	-	-	-	-	-	-	461,763		(461,763)
INT. NOTE - NEOPLAN	58,840	-	-	-	-	-	-	58,840		(58,840)
CONST. SERVICES - MORECO	4,574	-	-	-	-	-	-	4,574		(4,574)
SERIES 2000 C. O. EXPENDITURES										
MACHINERY & EQUIPMENT	118,198	-	-	-	-	-	-	118,198		(118,198)
AIRPORT RESTORATIONS	28,535	-	-	-	-	-	-	28,535		(28,535)
AIRPORT IMPROVEMENTS EQUIPMENT	279,202	-	-	-	-	-	-	279,202		(279,202)
AIRPORT IMPROVEMENTS PROF. SERVICES	45,465	-	-	-	-	-	-	45,465		(45,465)
SCREENING AREA	3,398	-	-	-	-	-	-	3,398		(3,398)
ADA REPAIRS	8,500	-	-	-	-	-	-	8,500		(8,500)
HANGAR ROOF REPAIRS	49,910	-	-	-	-	-	-	49,910		(49,910)
REPLACE ROLLIN'S BUILDING	80,285	-	-	-	-	-	-	80,285		(80,285)
SERIES 2001 C. O. EXPENDITURES										
MISCELLANEOUS SERVICES	300	-	-	-	-	-	-	300		(300)
AIR CARGO FACILITY EXPANSION	13,000	-	-	-	-	-	-	13,000		(13,000)
LAND	310,446	-	-	-	-	-	-	310,446		(310,446)
SERIES 2002 G. O. EXPENDITURES										
MACHINERY & EQUIPMENT	30,041	-	-	-	-	-	-	30,041		(30,041)
SERIES 2004 C. O. EXPENDITURES										
AIRPORT RUNWAY EXTENSION	950,884	-	-	-	-	-	-	950,884		(950,884)
AIRPORT OVERLAY	5,788	-	-	-	-	-	-	5,788		(5,788)
AIRPORT IMPROVEMENTS EQUIPMENT	7,887	-	-	-	-	-	-	7,887		(7,887)
RUNWAYS LAND	461,025	-	-	-	-	-	-	461,025		(461,025)
SERIES 2004 G. O. EXPENDITURES										
AIRPORT IMPROVEMENTS EQUIPMENT	277,042	-	-	-	-	-	-	277,042		(277,042)
AIRPORT OVERLAY	1,084,683	-	-	-	-	-	-	1,084,683		(1,084,683)
AIRPORT IMPROVEMENTS PARKING LOT	149,094	-	-	-	-	-	-	149,094		(149,094)
SERIES 2007 C.O. EXPENDITURES										
JOHNSON ELECTRIC BUILDING	658,000	-	-	-	-	-	-	658,000		(658,000)
SERIES 2012 C.O. EXPENDITURES										
DUAL CUSTOMS HANGAR - PROF. SERV.	269,095	-	-	-	-	-	-	269,095		(269,095)
DUAL CUSTOMS HANGAR CONST.	885,061	-	-	-	-	-	-	885,061		
DUAL CUSTOMS HANGAR - PS EDA GRANT	73,638	-	-	-	-	-	-	73,638		(73,638)
DUAL CUSTOMS HANGAR - CO EDA GRANT	873,959	-	-	-	-	-	-	873,959		
COST OF ISSUANCE	80,305	-	-	-	-	-	-	80,305	60,000	(20,305)
TOTAL EXPENDITURES	10,277,119	-	-	-	-	-	-	10,277,119	2,560,000	(5,958,099)
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(8,755,421)	464	469	1,214	1,483	1,089	592	(8,750,111)		
OTHER FINANCING SOURCES (USES)										
C.O. PROCEEDS- SERIES 1998	2,560,000	-	-	-	-	-	-	2,560,000		
C.O. CONTRIBUTION - LOCAL MATCH	20,305	-	-	-	-	-	-	20,305		
GBIC - HORACE SMALL PROJECT	442,674	-	-	-	-	-	-	442,674		
BCIC CONTRIBUTION - CAF ROOFING	24,955	-	-	-	-	-	-	24,955		
CAPITAL CONTRIBUTIONS	3,610,078	-	-	-	-	-	-	3,610,078		
ASSET TRANSFERS - AIRPORT CONSTRN. FUND	(60,000)	-	-	-	-	-	-	(60,000)		
ASSET TRANSFERS - 2012 C. O. FUND	1,100,000	-	-	-	-	-	-	1,100,000		
NET OTHER FINANCING SOURCES (USES)	7,698,012	-	-	-	-	-	-	7,698,012		
EXCESS (DEFICIENCY) OF REVENUES AND OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER USES	(1,057,409)	464	469	1,214	1,483	1,089	592	(1,052,098)		
FUND BALANCE, BEGINNING	-	48,182	48,646	49,115	50,328	51,811	52,901	-		
RESIDUAL EQUITY TRANSFER IN										
2000 C.O. BOND FUND	400,145	-	-	-	-	-	-	400,145		
AIRPORT FUND	300,000	-	-	-	-	-	-	300,000		

CITY OF BROWNSVILLE, TEXAS
STATEMENT OF REVENUES, EXPENDITURES, AND FUND BALANCES
SERIES 1999, AIRPORT CERTIFICATE OF OBLIGATION FUND - FUND 53
JUNE 30, 2026

	FY 1999 - 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	TOTAL ALL YEARS	DEBT ISSUED	VARIANCE - FAVORABLE (UNFAVORABLE)
2001 C.O. FUND	310,446	-	-	-	-	-	-	310,446		
2002 G. O. FUND	95,000	-	-	-	-	-	-	95,000		
FUND BALANCE, ENDING	$ 48,182	$ 48,646	$ 49,115	$ 50,328	$ 51,811	$ 52,901	$ 53,493	$ 53,493		

CITY OF BROWNSVILLE, TEXAS
STATEMENT OF REVENUES, EXPENDITURES, AND FUND BALANCES
SERIES 2008 CERTIFICATE OF OBLIGATION FUND - FUND 82
June 30, 2026

	FY 2008-2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2008 - 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	TOTAL ALL YEARS	DEBT ISSUED	VARIANCE - FAVORABLE (UNFAVORABLE)
REVENUES																
MISCELLANEOUS	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 77,077	$ -	$ 41,201	$ -	$ -	$ -	$ 118,278		
INTEREST INCOME	316,522	1,133	1,788	4,016	12,078	6,038	341,574	673	1,973	10,704	17,597	17,037	11,235	400,794		
TX DOT PROJECT BALANCE REFUND	3,897	-	-	-	-	-	3,897	-	-	-	-	-	-	3,897		
TOTAL REVENUES	320,418	1,133	1,788	4,016	12,078	6,038	345,471	77,750	1,973	51,906	17,597	17,037	11,235	522,969		
EXPENDITURES																
ENGINEERING ADMINISTRATION																
MOTOR VEHICLES	57,945	-	-	-	-	-	57,945	-	-	-	-	-	-	57,945	57,945	-
FIRE DEPARTMENT																
FIRE APPARATUS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
FIRE TRUCKS	394,145	-	-	-	-	-	394,145	-	-	-	-	-	-	394,145	394,145	-
POLICE DEPARTMENT																
REMODELING	199,136	-	-	-	-	-	199,136	-	-	-	-	-	-	199,136	199,136	-
PERSONNEL SERVICES	1,398	-	-	-	-	-	1,398	-	-	-	-	-	-	1,398	1,398	-
TELEPHONE SYSTEM	299,828	-	-	-	-	-	299,828	-	-	-	-	-	-	299,828	299,828	-
PUBLIC WORKS PROJECTS																
511 PROJECT	60,882	-	-	-	-	-	60,882	-	-	-	-	-	-	60,882	60,882	-
MORRISON ROAD	1,500,902	-	20,000	-	(18,594)	-	1,502,308	-	-	-	-	-	-	1,502,308	1,520,902	18,594
PABLO KISEL ROAD	505,654	-	-	-	-	-	505,654	-	-	-	-	-	-	505,654	505,654	-
PERSONNEL SERVICES	43	-	-	-	-	-	43	-	-	-	-	-	-	43	43	-
RESACAS	223,610	-	-	38,300	55,696	-	317,606	-	-	-	-	-	-	317,606	446,954	129,348
STREET CONSTRUCTION	556,091	-	-	-	-	-	556,091	-	114,097	-	-	-	-	670,188	556,091	(114,097)
STREET MAINTENANCE	6,375,307	-	-	-	-	-	6,375,307	-	-	-	-	-	-	6,375,307	6,375,307	(0)
STREETS & DRAINAGE	1,122,863	-	-	-	-	-	1,122,863	450,244	-	-	-	-	-	1,573,107	1,122,863	(450,244)
COST OF ISSUANCE	91,186	-	-	-	-	-	91,186	-	-	-	-	-	-	91,186	91,186	-
UNDERWRITER'S DISCOUNT	96,845	-	-	-	-	-	96,845	-	-	-	-	-	-	96,845	96,845	-
INSURANCE PREMIUM	160,406	-	-	-	-	-	160,406	-	-	-	-	-	-	160,406	160,406	-
TOTAL EXPENDITURES	11,646,240	-	20,000	38,300	37,102	-	11,741,641	450,244	114,097	-	-	-	-	12,305,982	11,889,584	(416,399)
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(11,325,821)	1,133	(18,212)	(34,284)	(25,024)	6,038	(11,396,170)	(372,494)	(112,124)	51,906	17,597	17,037	11,235	(11,783,013)		
OTHER FINANCING SOURCES (USES)																
BOND PROCEEDS	17,305,000	-	-	-	-	-	17,305,000	-	-	-	-	-	-	17,305,000		
BOND PREMIUM	252,110	-	-	-	-	-	252,110	-	-	-	-	-	-	252,110		
TRANSFER TO MORRISON ROAD PID	(2,647,500)	-	-	-	-	-	(2,647,500)	-	-	-	-	-	-	(2,647,500)		
TRANSFER TO DEBT SERVICE FUND	(1,960,000)	(335,000)	(345,000)	(360,000)	-	-	(3,000,000)	-	-	-	-	-	-	(3,000,000)		
NET OTHER FINANCING SOURCES (USES)	12,949,610	(335,000)	(345,000)	(360,000)	-	-	11,909,610	-	-	-	-	-	-	11,909,610		
EXCESS (DEFICIENCY) OF REVENUES AND OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER USES	1,623,788	(333,867)	(363,212)	(394,284)	(25,024)	6,038	513,439	(372,494)	(112,124)	51,906	17,597	17,037	11,235	126,596		
FUND BALANCE, BEGINNING	-	1,623,788	1,879,829	1,516,617	1,122,333	1,097,309	-	1,103,347	730,853	618,730	670,635	688,233	705,269	-		
PRIOR PERIOD ADJUSTMENT	-	589,908	-	-	-	-	589,908	-	-	-	-	-	-	589,908		
FUND BALANCE, ENDING	$ 1,623,788	$1,879,829	$1,516,617	$1,122,333	$1,097,309	$ 1,103,347	$ 1,103,347	$ 730,853	$ 618,730	$ 670,635	$ 688,233	$ 705,269	$ 716,504	$ 716,504		

CITY OF BROWNSVILLE, TEXAS
STATEMENT OF REVENUES, EXPENDITURES, AND FUND BALANCES
SERIES 2012 CERTIFICATE OF OBLIGATION FUND - FUND 87
June 30, 2026

	FY 2012 - 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	TOTAL ALL YEARS	DEBT ISSUED	VARIANCE - FAVORABLE (UNFAVORABLE)
REVENUES										
INTEREST INCOME	$ 156,968	$ 1,581	$ 3,299	$ 21,135	$ 27,045	$ 22,963	$ 13,954	$ 246,945		
GRANT FEMA-DR1791-368 SPORTS PARK	95,591	-	-	-	-	-	-	95,591		
GRANT FEMA-DR1791-362 CENTRAL LIBRARY	278,652	-	-	-	-	-	-	278,652		
GRANT FHA-FLH - GALVESTON TRAIL	177,048	-	-	-	-	-	-	177,048		
MISC.	1,481,712	76,486	18,125	-	-	-	-	1,576,322		
MISC.-SALE OF PROPERTY	449,640	-	-	-	-	-	-	449,640		
TOTAL REVENUES	2,639,610	78,066	21,424	21,135	27,045	22,963	13,954	2,824,198		
EXPENDITURES										
CASA NYLON PROPERTY	2,300,358	-	-	-	-	-	-	2,300,358	2,300,358	-
TX NATIONAL GUARD ARMORY	431,527	-	-	-	-	-	-	431,527	431,527	-
B-METRO MAINT YD BLDG IMPROVEMENTS	526,813	-	-	76,188	4,325	-	18,746	626,073	625,000	(1,073)
STREETS AND DRAINAGE PROJECTS	9,273,268	622,180	(103,571)	45,940	-	51,262	20,955	9,910,033	9,665,030	(58,535)
PUBLIC WORKS CAPITAL PROJECTS	2,100	-	-	-	-	-	-	2,100		
SPORTS PARK I DOME	20,990	-	-	-	-	-	-	20,990	20,990	-
SPORTS PARK II DOME	127,454	-	-	-	-	-	-	127,454	127,454	-
CENTRAL LIBRARY DOME	371,688	-	-	-	-	-	-	371,688	371,688	-
SOUTHMOST LIBRARY DOME	71,428	-	-	-	-	-	-	71,428	71,428	-
UNDERWRITER'S DISCOUNT	90,946	-	-	-	-	-	-	90,946	90,946	-
COST OF ISSUANCE	168,937	-	-	-	-	-	-	168,937	168,937	-
TOTAL EXPENDITURES	13,385,509	622,180	(103,571)	122,128	4,325	51,262	39,701	14,121,534	13,873,358	(59,607)
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(10,745,899)	(544,114)	124,996	(100,992)	22,720	(28,299)	(25,747)	(11,297,336)		
OTHER FINANCING SOURCES (USES)										
BOND PROCEEDS	11,275,000	-	-	-	-	-	-	11,275,000		
BOND PREMIUM	967,314	-	-	-	-	-	-	967,314		
TRANSFER TO DEBT SERVICE FUND	(449,640)	-	-	-	-	-	-	(449,640)		
NET OTHER FINANCING SOURCES (USES)	11,792,674	-	-	-	-	-	-	11,792,674		
EXCESS (DEFICIENCY) OF REVENUES AND OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER USES	1,046,774	(544,114)	124,996	(100,992)	22,720	(28,299)	(25,747)	495,337		
FUND BALANCE, BEGINNING	-	1,046,774	502,661	627,656	526,664	549,384	521,085	-		
RESIDUAL EQUITY TRANSFER OUT	-	-	-	-	-	-	-	-		
FUND BALANCE, ENDING	$ 1,046,774	$ 502,661	$ 627,656	$ 526,664	$ 549,384	$ 521,085	$ 495,337	$ 495,337		

CITY OF BROWNSVILLE, TEXAS
STATEMENT OF REVENUES, EXPENDITURES, AND FUND BALANCES
SERIES 2015 CERTIFICATE OF OBLIGATION FUND - FUND 89
June 30, 2026

	FY 2015 - 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	TOTAL ALL YEARS	DEBT ISSUED	VARIANCE - FAVORABLE (UNFAVORABLE)
REVENUES										
INTEREST INCOME	$ 146,077	$ 1,863	$ 2,882	$ 10,107	$ 13,636	$ 5,672	$ 627	$ 180,863		
MISCELLANEOUS	139,044	-	-	-	-	-	-	139,044		
TOTAL REVENUES	285,121	1,863	2,882	10,107	13,636	5,672	627	319,907		
EXPENDITURES										
PARKS	416,400	-	-	-	-	-	-	416,400	1,227,360	810,960
TRAFFIC SIGNALS	556,706	-	-	-	-	-	-	556,706	556,706	(0)
FIRE/EMS VEHICLES	244,900	-	-	-	-	-	-	244,900	244,900	-
GENERAL GOVERNMENT CAPITAL PROJECTS	-	-	-	-	28,750	36,900	-	65,650		
STEGMAN BLDG. RESTORATION	4,135,018	34,555	-	11,968	2,864	-	-	4,184,405	4,112,167	(72,238)
GLADYS PORTER ZOO	352,630	-	-	-	-	-	-	352,630	143,820	(208,810)
SOUTHMOST NATURE TRAIL	32,800	-	-	-	-	-	-	32,800	32,800	-
CHILDREN'S MUSEUM	609,763	153,838	-	-	-	165,000	-	928,601		
STREETS AND DRAINAGE PROJECTS	1,813,728	-	-	-	-	-	-	1,813,728	2,441,618	627,890
UNDERWRITER'S DISCOUNT	61,477	-	-	-	-	-	-	61,477	61,477	-
COST OF ISSUANCE	125,499	-	-	-	-	-	-	125,499	125,499	-
TOTAL EXPENDITURES	8,348,922	188,393	-	11,968	31,614	201,900	-	8,782,796	8,946,348	1,157,802
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(8,063,801)	(186,530)	2,882	(1,861)	(17,978)	(196,228)	627	(8,462,889)		
OTHER FINANCING SOURCES (USES)										
DEBT PROCEEDS	8,745,000	-	-	-	-	-	-	8,745,000		
BOND PREMIUM	568,258	-	-	-	-	-	-	568,258		
TRANSFER TO DEBT SERVICE FUND	-	-	-	-	-	-	-	-		
TRANSFERS TO OTHER FUNDS 2022 C.O FUND	-	-	-	-	-	-	(53,680)	(53,680)		
CAPITAL CONTRIBUTION FUND 65	(796,690)	-	-	-	-	-	-	(796,690)	(800,000)	(3,310)
NET OTHER FINANCING SOURCES (USES)	8,516,569	-	-	-	-	-	(53,680)	8,462,889		
EXCESS (DEFICIENCY) OF REVENUES AND OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER USES	452,768	(186,530)	2,882	(1,861)	(17,978)	(196,228)	(53,053)	0		
FUND BALANCE, BEGINNING	-	452,768	266,238	269,120	267,259	249,281	53,053	-		
RESIDUAL EQUITY TRANSFER OUT	-	-	-	-	-	-	-	-		
FUND BALANCE, ENDING	$ 452,768	$ 266,238	$ 269,120	$ 267,259	$ 249,281	$ 53,053	$ 0	$ 0		

CITY OF BROWNSVILLE, TEXAS
STATEMENT OF REVENUES, EXPENDITURES, AND FUND BALANCES
2016 CERTIFICATE OF OBLIGATION FUND - FUND 801
June 30, 2026

	FY 2016 - 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	TOTAL ALL YEARS	DEBT ISSUED	VARIANCE - FAVORABLE (UNFAVORABLE)
REVENUES										
INTEREST INCOME	$ 199,341	$ 16,107	$ 17,785	$ 38,612	$ 13,103	$ 7,797	$ 2,457	$ 295,203		
MISCELLANEOUS	154,647	-	-	-	-	32,450	-	187,097		
TOTAL REVENUES	353,988	16,107	17,785	38,612	13,103	40,247	2,457	482,300		
EXPENDITURES										
MINOR TOOLS AND EQUIP. (POLICE OP.)	122,663	-	-	-	-	-	-	122,663	122,663	-
INF. TECHNOLOGY UPGRADE (MIS)	1,499,715	-	-	-	-	-	-	1,499,715	1,500,000	285
INF. TECHNOLOGY UPGRADE (POLICE OP.)	500,001	-	-	-	-	-	-	500,001	500,001	0
MOTOR VEHICLES	2,859,216	-	-	-	-	-	-	2,859,216	2,856,338	(2,878)
MACHINERY & EQUIPMENT	-	269,310	-	-	-	-	-	269,310	90,000	(179,310)
ELECTRICAL/TRAFFIC SIGNALS	746,170	-	-	-	3,825	-	-	749,995	749,998	3
B-METRO MAINT. YARD BLDG. IMPROV.	1,488,580	-	-	-	-	-	-	1,488,580	1,500,002	11,422
CITY BUILDING ROOF REPLACEMENT	-	-	-	467,403	-	-	-	467,403	175,000	(292,403)
POLICE STATION ROOF REPLACEMENT	520,032	-	-	-	-	-	-	520,032	325,000	(195,032)
CITY LIBRARY RENOVATION	-	-	976,776	682,750	23,174	-	-	1,682,700	-	(1,682,700)
CITY FACILITIES IMPROVEMENTS	-	-	-	-	-	4,775	4,252	9,027	12,400	3,373
STREETS & DRAINAGE PROJECTS	2,654,823	1,043	-	-	-	-	-	2,655,865	5,028,886	2,373,021
UNDERWRITER'S DISCOUNT	81,591	-	-	-	-	-	-	81,591	81,591	0
COST OF ISSUANCE	156,543	-	-	-	-	-	-	156,543	156,543	-
TOTAL EXPENDITURES	10,629,334	270,353	976,776	1,150,153	26,999	4,775	4,252	13,062,642	13,098,423	35,781
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(10,275,346)	(254,246)	(958,991)	(1,111,540)	(13,896)	35,472	(1,795)	(12,580,342)		
OTHER FINANCING SOURCES (USES)										
DEBT PROCEEDS	11,640,000	-	-	-	-	-	-	11,640,000		
BOND PREMIUM	1,152,222	-	-	-	-	-	-	1,152,222		
TRANSFER TO DEBT SERVICE FUND	-	-	-	-	-	-	-	-		
TRANSFERS TO OTHER FUNDS 2022 C.O. FUND	-	-	-	-	-	-	(216,878)	(216,878)		
CAPITAL CONTRIBUTION FUND 65	-	-	-	-	-	-	-	-		
NET OTHER FINANCING SOURCES (USES)	12,792,222	-	-	-	-	-	(216,878)	12,575,343		
EXCESS (DEFICIENCY) OF REVENUES AND OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER USES	2,516,876	(254,246)	(958,991)	(1,111,540)	(13,896)	35,472	(218,673)	(4,998)		
FUND BALANCE, BEGINNING	-	2,516,876	2,262,630	1,303,639	192,099	178,203	213,674	-		
RESIDUAL EQUITY TRANSFER OUT	-	-	-	-	-	-	-	-		
FUND BALANCE, ENDING	$ 2,516,876	$ 2,262,630	$ 1,303,639	$ 192,099	$ 178,203	$ 213,674	$ (4,998)	$ (4,998)		

CITY OF BROWNSVILLE, TEXAS
STATEMENT OF REVENUES, EXPENDITURES, AND FUND BALANCES
2017 CERTIFICATE OF OBLIGATION FUND - FUND 803
June 30, 2026

	FY 2017 - 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	TOTAL ALL YEARS	DEBT ISSUED	VARIANCE - FAVORABLE (UNFAVORABLE)
REVENUES										
INTEREST INCOME	$ 731,515	$ 41,674	$ 31,181	$ 131,555	$ 144,870	$ 77,659	$ 20,178	$ 1,178,632		
MISCELLANEOUS	387,709	815,726	28,429	476,370	-	13	65,351	1,773,597		
TOTAL REVENUES	1,119,224	857,401	59,609	607,925	144,870	77,672	85,528	2,952,229		
EXPENDITURES										
CENTRAL LIBRARY RENOVATION	-	-	-	-	-	-	-	-	4,000,000	4,000,000
PARKS IMPROVEMENTS										
MONTE BELLA PARK - FITNESS COURT	80,742	-	-	-	-	-	-	80,742		
POOL IMPROVEMENTS	1,107,346	65,229	-	-	-	-	-	1,172,575		
PLAYGROUND EQUIPMENT	473,745	-	-	-	-	-	-	473,745		
BIKE BARN RESTROOM	97,801	1,325	-	-	-	-	-	99,126		
WEST BVILLE LITTLE LEAGUE	206,133	3,936	-	-	-	-	-	210,069		
RESTROOM REPAIRS	17,640	78,827	-	23,216	-	-	-	119,683		
FENCING REPAIRS	44,620	113,952	7,375	-	-	-	-	165,947		
TOTAL PARKS IMPROVEMENTS									2,017,497	(304,391)
MULTIMODAL TRANSPORTATION MOBILITY	-	-	-	-	-	28,373	-	28,373	28,482	109
GENERAL GOVERNMENT CAPITAL PROJECTS	-	-	-	-	841,943	844,490	270,423	1,956,857	1,241,745	(715,112)
STREETS & DRAINAGE PROJECTS	4,178,798	3,502,478	1,190,203	406,538	146,006	283,066	332,720	10,039,809	5,050,034	(4,989,775)
POLICE STATION CHILLERS/PLUMBING	515,033	40,207	-	-	-	-	-	555,241	580,000	24,759
B-METRO TIGER GRANT	1,553,226	-	-	84,883	-	2,873	80,809	1,721,791	3,667,503	1,945,712
LANDFILL IMPROVEMENTS	2,310,710	14,757	-	-	-	-	-	2,325,467	2,034,675	(290,792)
GLADYS PORTER ZOO	282,689	76,982	48,130	40,800	-	-	-	448,601		
TWDB CWSRF PROJECT	-	202,894	260,503	22,590	-	27,961	-	513,948		(513,948)
OTHER UNREALIZED GAIN	-	-	2,089	-	-	-	-	2,089		(2,089)
UNDERWRITERS DISCOUNT	102,418	-	-	822	-	-	-	103,240	102,418	(822)
COSTS OF ISSUANCE	168,978	-	-	-	-	-	-	168,978	168,978	-
TOTAL EXPENDITURES	11,139,879	4,100,587	1,508,300	578,849	987,949	1,186,763	683,952	20,186,280	18,891,332	(846,348)
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(10,020,655)	(3,243,187)	(1,448,691)	29,075	(843,079)	(1,109,091)	(598,424)	(17,234,051)		
OTHER FINANCING SOURCES (USES)										
DEBT PROCEEDS	15,320,000	-	-	-	-	-	-	15,320,000		
BOND PREMIUM	2,220,231	-	-	-	-	-	-	2,220,231		
TRANSFER TO DEBT SERVICE FUND	-	-	-	-	-	-	-	-		
TRANSFER TO PUBLIC TRANSIT FUND	-	(16,258)	(13,350)	(61,277)	-	-	-	(90,885)		
CAPITAL CONTRIBUTION FUND 65	-	-	-	-	-	-	-	-		
NET OTHER FINANCING SOURCES (USES)	17,540,231	(16,258)	(13,350)	(61,277)	-	-	-	17,449,345		
EXCESS (DEFICIENCY) OF REVENUES AND OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER USES	7,519,575	(3,259,445)	(1,462,041)	(32,202)	(843,079)	(1,109,091)	(598,424)	215,294		
FUND BALANCE, BEGINNING	-	7,519,575	4,260,130	2,798,090	2,765,888	1,922,809	813,718	-		
PRIOR YEAR ADJUSTMENT	-	-	-	-	-	-	-	-		
RESIDUAL EQUITY TRANSFER OUT	-	-	-	-	-	-	-	-		
FUND BALANCE, ENDING	$ 7,519,575	$ 4,260,130	$ 2,798,090	$ 2,765,888	$ 1,922,809	$ 813,718	$ 215,294	$ 215,294		

CITY OF BROWNSVILLE, TEXAS
STATEMENT OF REVENUES, EXPENDITURES, AND FUND BALANCES
2019 CERTIFICATE OF OBLIGATION FUND - FUND 804
June 30, 2026

	FY 2019 - 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	TOTAL ALL YEARS	DEBT ISSUED	VARIANCE - FAVORABLE (UNFAVORABLE)
REVENUES										
MISCELLANEOUS CONTRIBUTIONS	$ -	$ -	$ -	$ 714,646	$ 494,708	$ 76,237	$ -	$ 1,285,591		
INTEREST INCOME	29,756	32,921	29,931	98,270	38,196	26,587	3,956	259,617		
MISCELLANEOUS	-	-	-	-	-	-	-	-		
TOTAL REVENUES	29,756	32,921	29,931	812,916	532,905	102,824	3,956	1,545,208		
EXPENDITURES										
MOTOR VEHICLES	2,654,832	-	-	-	-	-	-	2,654,832	2,677,670	22,838
MACHINERY & EQUIPMENT	22,232	-	-	-	-	-	-	22,232		
STREETS & DRAINAGE PROJECTS	318,575	171,284	923,217	1,867,178	1,724,611	321,134	-	5,326,000		
SERVICE & CONTINGENCY - PUBLIC WORKS	-	-	-	-	48,512	9,449	-	57,961		
UNDERWRITERS DISCOUNT	40,072	-	-	-	-	-	-	40,072		
COSTS OF ISSUANCE	94,255	-	-	-	-	-	-	94,255		
TOTAL EXPENDITURES	3,129,967	171,284	923,217	1,867,178	1,773,122	330,583	-	8,195,352	2,677,670	22,838
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(3,100,211)	(138,363)	(893,286)	(1,054,262)	(1,240,218)	(227,759)	3,956	(6,650,143)		
OTHER FINANCING SOURCES (USES)										
DEBT PROCEEDS	5,960,000	-	-	-	-	-	-	5,960,000		
BOND PREMIUM	880,246	-	-	-	-	-	-	880,246		
NET OTHER FINANCING SOURCES (USES)	6,840,246	-	-	-	-	-	-	6,840,246		
EXCESS (DEFICIENCY) OF REVENUES AND OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER USES	3,740,036	(138,363)	(893,286)	(1,054,262)	(1,240,218)	(227,759)	3,956	190,103		
FUND BALANCE, BEGINNING	-	3,740,036	3,601,673	2,708,386	1,654,124	413,906	186,147	-		
RESIDUAL EQUITY TRANSFER OUT	-	-	-	-	-	-	-	-		
FUND BALANCE, ENDING	$ 3,740,036	$ 3,601,673	$ 2,708,386	$ 1,654,124	$ 413,906	$ 186,147	$ 190,103	$ 190,103		

CITY OF BROWNSVILLE, TEXAS
STATEMENT OF REVENUES, EXPENDITURES, AND FUND BALANCES
2020 CERTIFICATE OF OBLIGATION FUND - FUND 805
June 30, 2026

	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	TOTAL ALL YEARS	DEBT ISSUED	VARIANCE - FAVORABLE (UNFAVORABLE)
REVENUES										
INTEREST INCOME	$ 360	$ 689	$ 21,182	$ 273,746	$ 364,840	$ 308,785	$ 158,610	$ 1,128,212		
MISCELLANEOUS	-	-	-	-	-	-	-	-		
TOTAL REVENUES	360	689	21,182	273,746	364,840	308,785	158,610	1,128,212		
EXPENDITURES										
TWDB 73848 - STORMWATER IMPROVEMENTS	-	-	17,895	48,490	-	1,448,511	179,777	1,694,673		
CONTINGENCY	119,963	-	-	-	-	640,466	-	760,429		
TOTAL EXPENDITURES	119,963	-	17,895	48,490	-	2,088,976	179,777	2,455,102		
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(119,603)	689	3,286	225,256	364,840	(1,780,191)	(21,168)	(1,326,890)		
OTHER FINANCING SOURCES (USES)										
DEBT PROCEEDS	6,975,000	-	-	-	-	-	-	6,975,000		
BOND PREMIUM	-	-	-	-	-	-	-	-		
NET OTHER FINANCING SOURCES (USES)	6,975,000	-	-	-	-	-	-	6,975,000		
EXCESS (DEFICIENCY) OF REVENUES AND OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER USES	6,855,397	689	3,286	225,256	364,840	(1,780,191)	(21,168)	5,648,110		
FUND BALANCE, BEGINNING		6,855,397	6,856,086	6,859,373	7,084,628	7,449,469	5,669,278	-		
RESIDUAL EQUITY TRANSFER OUT	-	-	-	-	-	-	-	-		
FUND BALANCE, ENDING	$ 6,855,397	$ 6,856,086	$ 6,859,373	$ 7,084,628	$ 7,449,469	$ 5,669,278	$ 5,648,110	$ 5,648,110		

CITY OF BROWNSVILLE, TEXAS
STATEMENT OF REVENUES, EXPENDITURES, AND FUND BALANCES
2020A CERTIFICATE OF OBLIGATION FUND - FUND 806
June 30, 2026

	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	TOTAL ALL YEARS	DEBT ISSUED	VARIANCE - FAVORABLE (UNFAVORABLE)
REVENUES										
MISCELLANEOUS CONTRIBUTIONS	$ -	$ -	$ -	$ 932,686	$ 200,975	$ 96,020	$ -	$ 1,229,682		
INTEREST INCOME	-	2,558	15,458	223,452	141,482	97,907	45,913	526,770		
MISCELLANEOUS	-	-	-	-	-	-	-	-		
TOTAL REVENUES	-	2,558	15,458	1,156,139	342,457	193,928	45,913	1,756,452		
EXPENDITURES										
ENTERPRISE PROJECT MANAGEMENT OFFICE	-	-	-	-	-	-	9,354	9,354		
FINANCIAL SERVICES	-	-	-	-	-	-	9,670	9,670		
INFORMATION TECHNOLOGY	-	-	-	-	-	36,076	-	36,076		
LANDFILL	-	-	325,950	954,520	-	21,768	-	1,302,238		
FIRE / EMS	-	-	-	-	-	-	-	-		
GENERAL GOV'T CAPITAL PROJECTS:										
INVENTORY & ASSET CONTROL SYSTEM	-	-	-	-	75,095	-	-	75,095		
DIGITAL DEVELOPMENT	-	256,044	102,329	136,522	-	-	-	494,896		
CITY HALL ELEVATOR REPLACEMENT	-	177,802	118,534	-	-	-	-	296,336		
PROFESSIONAL SERVICES	-	-	-	2,475	-	-	-	2,475		
PUBLIC WORKS CAPITAL PROJECTS:										
PROFESSIONAL SERVICES	-	-	-	3,900	-	3,500	-	7,400		
LAND	-	189,428	-	54,277	155,672	156,557	77,391	633,324		
SANITATION CAPTIAL PROJECTS:										
LANDFILL IMPROVEMENT FLARE	-	1,353,995	14,985	-	142,964	63,560	2,835	1,578,339		
LANDFILL IMPROVEMENT PROFESSIONAL SERVICES	-	189,559	4,085	-	-	-	-	193,644		
STREET & DRAINAGE PROJECTS										
WEST RAIL TRAIL	400,000	-	-	-	(84,801)	-	-	315,199		
CALLE BUENOS AIRES	-	-	-	768,888	33,013	(31,017)	-	770,883		
MARVIS ST	-	-	474,683	-	-	-	-	474,683		
SAN PEDRO LN	-	-	281,500	787,198	19,387	41,612	-	1,129,696		
ELSA ST	-	-	273,149	329,358	7,000	79,300	-	688,807		
AVENIDA DE LA PLATA	-	-	51,149	443,329	1,259,705	24,330	-	1,778,513		
SERVICE CONTINGENCY - GENERAL GOVERNMENT	-	-	-	-	-	-	163,726	163,726		
SERVICE CONTINGENCY - PUBLIC WORKS	-	-	-	-	32,350	63,865	-	96,215		
UNDERWRITERS DISCOUNT	-	57,614	-	-	-	-	-	57,614		
COSTS OF ISSUANCE	-	119,581	-	-	-	-	-	119,581		
SPECIAL PROJECTS BPD CAD SYSTEM	-	509,754	-	-	-	-	-	509,754		
TOTAL EXPENDITURES	400,000	2,853,776	1,646,364	3,480,467	1,640,383	459,551	262,976	10,743,518	-	-
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(400,000)	(2,851,217)	(1,630,907)	(2,324,328)	(1,297,927)	(265,623)	(217,064)	(8,987,066)		
OTHER FINANCING SOURCES (USES)										
DEBT PROCEEDS	-	9,050,000	-	-	-	-	-	9,050,000		
BOND PREMIUM	-	1,631,898	-	-	-	-	-	1,631,898		
TRANSFER TO AIRPORT CONSTRUCTION FUND	-	-	-	-	(200,000)	-	-	(200,000)		
TRANSFER TO LANDFILL FUND	-	-	-	-	-	(45,917)	-	(45,917)		
NET OTHER FINANCING SOURCES (USES)	-	10,681,898	-	-	(200,000)	(45,917)	-	10,435,981		
EXCESS (DEFICIENCY) OF REVENUES AND OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER USES	(400,000)	7,830,681	(1,630,907)	(2,324,328)	(1,497,927)	(311,540)	(217,064)	1,448,915		
FUND BALANCE, BEGINNING	-	(400,000)	7,430,681	5,799,774	3,475,445	1,977,519	1,665,978	-		
RESIDUAL EQUITY TRANSFER OUT	-	-	-	-	-	-	-	-		
FUND BALANCE, ENDING	$ (400,000)	$ 7,430,681	$ 5,799,774	$ 3,475,445	$ 1,977,519	$ 1,665,978	$ 1,448,915	$ 1,448,915		

CITY OF BROWNSVILLE, TEXAS
STATEMENT OF REVENUES, EXPENDITURES, AND FUND BALANCES
2021 CERTIFICATE OF OBLIGATION FUND - FUND 807
June 30, 2026

	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	TOTAL ALL YEARS	DEBT ISSUED	VARIANCE - FAVORABLE (UNFAVORABLE)
REVENUES									
LOCAL, STATE & FEDERAL GRANT	$ -	$ -	$ 857,650	$ 357,350	$ -	$ -	$ 1,215,000		
INTEREST INCOME	86	55,975	591,851	703,895	587,399	387,324	2,326,530		
MISCELLANEOUS	-	-	-	-	-	-	-		
TOTAL REVENUES	86	55,975	1,449,501	1,061,245	587,399	387,324	3,541,530		
EXPENDITURES									
TWDB 40025 - WATERSHED STUDY	-	800,537	470,462	79,000	-	-	1,350,000		
TWDB 40063 - IMPALA PROJECT	-	216,390	569,979	113,402	59,357	15,876	975,004		
TWDB 40158 - SCADA PROJECT	-	111,590	154,928	104,838	49,756	-	421,112		
TOTAL EXPENDITURES	-	1,128,518	1,195,370	297,240	109,113	15,876	2,746,116	-	-
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	86	(1,072,543)	254,131	764,005	478,286	371,448	795,414		
OTHER FINANCING SOURCES (USES)									
DEBT PROCEEDS	7,565,000	-	-	-	-	-	7,565,000		
BOND PREMIUM	-	-	-	-	-	-	-		
NET OTHER FINANCING SOURCES (USES)	7,565,000	-	-	-	-	-	7,565,000		
EXCESS (DEFICIENCY) OF REVENUES AND OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER USES	7,565,086	(1,072,543)	254,131	764,005	478,286	371,448	8,360,414		
FUND BALANCE, BEGINNING	-	7,565,086	6,492,543	6,746,675	7,510,680	7,988,966	-		
RESIDUAL EQUITY TRANSFER OUT	-	-	-	-	-	-	-		
FUND BALANCE, ENDING	$ 7,565,086	$ 6,492,543	$ 6,746,675	$ 7,510,680	$ 7,988,966	$ 8,360,414	$ 8,360,414		

CITY OF BROWNSVILLE, TEXAS
STATEMENT OF REVENUES, EXPENDITURES, AND FUND BALANCES
2022 CERTIFICATE OF OBLIGATION FUND - FUND 808
June 30, 2026

	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	TOTAL ALL YEARS	DEBT ISSUED	VARIANCE - FAVORABLE (UNFAVORABLE)
REVENUES								
MISCELLANEOUS CONTRIBUTIONS	$ -	$ -	$ 474,197	$ 90,995	$ 370,563	$ 935,755		
INTEREST INCOME	54,344	891,172	894,652	525,112	231,785	2,597,065		
MISCELLANEOUS	-	-	-	-	446,649	446,649		
TRANSFERS FROM OTHER FUNDS	-	-	-	-	270,558	270,558		
TOTAL REVENUES	54,344	891,172	1,368,849	616,106	1,319,555	4,250,026		
EXPENDITURES								
FINANCIAL SERVICES	-	-	-	-	39,430	39,430		
FIRE OPERATIONS	115,763	-	-	-	14,908	130,671		
LIBRARY	-	-	-	-	8,900	8,900		
PARKS	-	-	-	244,763	24,906	269,669		
FIRE / EMS	-	80,868	-	-	-	80,868		
ENGINEERING & PUBLIC WORKS	-	586,291	442,638	-	14,500	1,043,429		
GENERAL GOV'T CAPITAL PROJECTS:								
INVENTORY & ASSET CONTROL SYSTEM	118,741	-	-	-	-	118,741		
DIGITAL DEVELOPMENT	199,700	-	-	-	-	199,700		
STREET & DRAINAGE PROJECTS								
SIDEWALK & TRAILS	187,829	175,727	579,437	-	-	942,993		
STORMS SEWERS & DRAINAGE	-	-	-	328,929	327,796	656,725		
LOURDES BLVD	-	497,439	825,665	8,981	-	1,332,085		
12TH ST	-	-	776,621	249,446	-	1,026,067		
E 14TH ST. SOUTHMOST TO INTERNATIONAL	138,130	158,052	25,300	-	-	321,482		
COFFEE ROAD	79,078	409,730	17,000	76,050	105,450	687,308		
OLD ALICE ROAD	-	156,180	16,574	-	47,880	220,634		
WILD ROSE LN	60,822	61,496	-	361,466	898,567	1,382,351		
CALVIN STREET	-	-	-	211,286	1,053,419	1,264,705		
OLD HWY 77	86,899	350,916	33,500	145,600	34,749	651,664		
TWDB 40063 - IMPALA DRAIN/DITCHS	-	-	-	-	-	-		
TWDB 40158 - SCADA PROJECT	-	-	-	-	-	-		
SERVICE & CONTINGENCY - GENERAL GOVERNMENT								
SPECIAL PROJECTS EOC GRANT LOCAL MATCH	-	-	-	333,334	-	333,334		
SPECIAL PROJECTS BVILLE- LF LOCAL MATCH	-	24,977	550,680	1,766,177	61,354	2,403,188		
SPECIAL PROJECTS WEST RAIL TRAIL AMENITIES	-	11,275	124,003	21,972	7,140	164,390		
SPECIAL PROJECTS ACCOUNT ANALYSIS PAYMENT	1,422	1,217	-	-	-	2,639		
SPECIAL PROJECTS TXDOT LOCAL PARTICIPATION	258,738	-	-	-	-	258,738		
SPECIAL PROJECTS DANA RD. LOCAL PARTICIPATION	-	105,872	-	-	-	105,872		
SPECIAL PROJECTS SOUTHMOST PHASE IV & V - ENG & DESIGN	-	-	111,934	135,792	120,096	367,822		
SPEICAL PROJECTS CANNERY PUBLIC MARKET	2,094	976,903	824,135	296,844	916,114	3,016,089		
MACHINERY & EQUIPMENT	-	124,422	-	-	-	124,422		
B-METRO MAINTENANCE YARD BLDG JOSE COLUNGA REHAB	15,784	10,790	48,117	1,087,225	159,068	1,320,984		
SERVICE & CONTINGENCY - PUBLIC WORKS								
CONTINGENCY BEAUTIFICATION	-	-	-	87,685	5,250	92,935		
UNDERWRITERS DISCOUNT	121,786	-	-	-	-	121,786		
COSTS OF ISSUANCE	191,989	-	-	-	-	191,989		
TOTAL EXPENDITURES	1,578,772	3,732,156	4,375,603	5,355,549	3,839,527	18,881,607	-	-
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(1,524,428)	(2,840,985)	(3,006,754)	(4,739,442)	(2,519,972)	(14,631,581)		
OTHER FINANCING SOURCES (USES)								
DEBT PROCEEDS	19,655,000	-	-	-	-	19,655,000		
BOND PREMIUM	2,935,687	-	-	-	-	2,935,687		
TRANSFER TO AIRPORT CONSTRUCTION FUND	-	-	(1,068,997)	(273,943)	-	(1,342,940)		
TRANSFER TO PUBLIC TRANSIT FUND	-	-	(340,713)	-	-	(340,713)		
NET OTHER FINANCING SOURCES (USES)	22,590,687	-	(1,409,710)	(273,943)	-	20,907,034		
EXCESS (DEFICIENCY) OF REVENUES AND OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER USES	21,066,259	(2,840,985)	(4,416,463)	(5,013,385)	(2,519,972)	6,275,454		
FUND BALANCE, BEGINNING	-	21,066,259	18,225,274	13,808,811	8,795,426	-		
RESIDUAL EQUITY TRANSFER OUT	-	-	-	-	-	-		
FUND BALANCE, ENDING	$ 21,066,259	$ 18,225,274	$ 13,808,811	$ 8,795,426	$ 6,275,454	$ 6,275,454		

CITY OF BROWNSVILLE, TEXAS
STATEMENT OF REVENUES, EXPENDITURES, AND FUND BALANCES
2023 CERTIFICATE OF OBLIGATION FUND - FUND 809
June 30, 2026

	FY 2023	FY 2024	FY 2025	FY 2026	TOTAL ALL YEARS	DEBT ISSUED	VARIANCE - FAVORABLE (UNFAVORABLE)
REVENUES							
MISCELLANEOUS CONTRIBUTIONS	$ -	$ -	$ 1,340,739	$ 398,015	$ 1,738,754		
INTEREST INCOME	92,556	1,271,065	883,232	457,944	2,704,797		
MISCELLANEOUS	-	-	-	-	-		
TOTAL REVENUES	92,556	1,271,065	2,223,971	855,959	4,443,551		
EXPENDITURES							
INFORMATION TECHNOLOGY	-	-	80,756	-	80,756		
FIRE OPERATIONS	-	889,802	-	-	889,802		
STREET MAINTENANCE	80,544	-	-	-	80,544		
FIRE / EMS	-	538,646	464,733	64,148	1,067,527		
ENGINEERING & PUBLIC WORKS	-	1,008,517	-	-	1,008,517		
GENERAL GOVERNMENT CAPITAL PROJECTS	-	4,716	240,492	25,578	270,786		
CULTURE & RECREATION CAPITAL PROJECTS		8,473	412,916	343,006	764,394		
STREET & DRAINAGE PROJECTS	1,138,574	1,719,538	2,661,045	3,748,182	9,267,339		
TWDB 40063 - IMPALA DRAIN/DITCHS	-	-	-	-	-		
CITY FLEET MAINTENANCE	-	-	-	38,033	38,033		
SERVICE & CONTINGENGY - GENERAL GOVT	-	2,036,518	953,593	118,145	3,108,256		
SERVICE & CONTINGENGY - PUBLIC WORKS	3,000,000	-	49,999	100,124	3,150,123		
SERVICE & CONTINGENGY - CULTURE & REC	-	55,921	164,977	-	220,898		
UNDERWRITERS DISCOUNT	167,375	-	-	-	167,375		
COSTS OF ISSUANCE	233,943	-	-	-	233,943		
TOTAL EXPENDITURES	4,620,436	6,262,130	5,028,511	4,437,215	20,348,293	-	-
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(4,527,880)	(4,991,065)	(2,804,540)	(3,581,256)	(15,904,742)		
OTHER FINANCING SOURCES (USES)							
DEBT PROCEEDS	29,460,000	-	-	-	29,460,000		
BOND PREMIUM	1,114,807	-	-	-	1,114,807		
TRANSFERS TO LANDFILL FUND	-	-	(450,000)	-	(450,000)		
NET OTHER FINANCING SOURCES (USES)	30,574,807	-	(450,000)	-	30,124,807		
EXCESS (DEFICIENCY) OF REVENUES AND OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER USES	26,046,927	(4,991,065)	(3,254,540)	(3,581,256)	14,220,066		
FUND BALANCE, BEGINNING	-	26,046,927	21,055,862	17,801,322	-		
RESIDUAL EQUITY TRANSFER OUT	-	-	-	-	-		
FUND BALANCE, ENDING	$ 26,046,927	$ 21,055,862	$ 17,801,322	$ 14,220,066	$ 14,220,066		

CITY OF BROWNSVILLE, TEXAS
STATEMENT OF REVENUES, EXPENDITURES, AND FUND BALANCES
2024 CERTIFICATE OF OBLIGATION FUND - FUND 810
June 30, 2026

	FY 2024	FY 2025	FY 2026	TOTAL ALL YEARS	DEBT ISSUED	VARIANCE - FAVORABLE (UNFAVORABLE)
REVENUES						
MISCELLANEOUS CONTRIBUTIONS	$ -	$ -	$ -	$ -		
INTEREST INCOME	71,150	352,420	184,327	607,897		
MISCELLANEOUS	-	-	-	-		
TOTAL REVENUES	71,150	352,420	184,327	607,897		
EXPENDITURES						
LANDFILL	-	39,449	-	39,449		
STREET MAINTENANCE	-	682,904	77,455	760,359		
GREENS DIVISION	-	-	159,747	159,747		
SERVICE & CONTINGENGY - GENERAL GOVT	-	16,626,924	101,493	16,728,417		
UNDERWRITERS DISCOUNT	271,331	-	-	271,331		
COSTS OF ISSUANCE	203,210	-	-	203,210		
TOTAL EXPENDITURES	474,542	17,349,276	338,696	18,162,514	-	-
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(403,391)	(16,996,857)	(154,368)	(17,554,617)		
OTHER FINANCING SOURCES (USES)						
DEBT PROCEEDS	23,045,000	-	-	23,045,000		
BOND PREMIUM	1,348,837	-	-	1,348,837		
TRANSFER TO PUBLIC TRANSIT FUND	-	-	-	-		
NET OTHER FINANCING SOURCES (USES)	24,393,837	-	-	24,393,837		
EXCESS (DEFICIENCY) OF REVENUES AND OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER USES	23,990,446	(16,996,857)	(154,368)	6,839,221		
FUND BALANCE, BEGINNING	-	23,990,446	6,993,589	-		
RESIDUAL EQUITY TRANSFER OUT	-	-	-	-		
FUND BALANCE, ENDING	$ 23,990,446	$ 6,993,589	$ 6,839,221	$ 6,839,221		

CITY OF BROWNSVILLE, TEXAS
STATEMENT OF REVENUES, EXPENDITURES, AND FUND BALANCES
2025 CERTIFICATE OF OBLIGATION FUND - FUND 811
June 30, 2026

	FY 2024	FY 2025	FY 2026	TOTAL ALL YEARS	DEBT ISSUED	VARIANCE - FAVORABLE (UNFAVORABLE)
REVENUES						
MISCELLANEOUS CONTRIBUTIONS	$ -	$ -	$ -	$ -		
INTEREST INCOME	-	1,207,757	1,143,306	2,351,063		
MISCELLANEOUS	-	-	-	-		
TOTAL REVENUES	-	1,207,757	1,143,306	2,351,063		
EXPENDITURES						
ENTERPRISE PROJECT MANAGEMENT OFFICE	-	78,499	190,470	268,969		
INFORMATION TECHNOLOGY	-	-	289,908	289,908		
POLICE OPERATIONS	-	-	285,095	285,095		
FIRE OPERATIONS	-	3,907,428	-	3,907,428		
LANDFILL	-	100,000	-	100,000		
GREENS DIVISION	-	-	135,000	135,000		
LIBRARY	-	247,403	-	247,403		
ANIMAL SHELTER CLINIC	-	299,896	-	299,896		
FIRE / EMS	-	-	148,500	148,500		
GENERAL GOVERNMENT CAPITAL PROJECTS	-	-	81,555	81,555		
PUBLIC SAFETY CAPITAL PROJECTS	-	-	700,995	700,995		
PUBLIC WORKS CAPITAL PROJECTS	-	2,521,408	628,039	3,149,447		
STREETS & DRAINAGE	-	4,500	877,778	882,278		
FACILITY MAINTENANCE	-	43,920	285,018	328,938		
SERVICE & CONTINGENGY - GENERAL GOVT	146,129	3,529,203	770,833	4,446,165		
SERVICE & CONTINGENGY - PUBLIC SAFETY	-	1,519,301	1,536,825	3,056,126		
SERVICE & CONTINGENGY - CITY RECREATION	-	-	21,750	21,750		
UNDERWRITERS DISCOUNT	-	400,386	-	400,386		
COSTS OF ISSUANCE	-	310,526	-	310,526		
TOTAL EXPENDITURES	146,129	12,962,469	5,951,768	19,060,366	-	-
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(146,129)	(11,754,712)	(4,808,462)	(16,709,303)		
OTHER FINANCING SOURCES (USES)						
DEBT PROCEEDS	-	55,045,000	-	55,045,000		
BOND PREMIUM	-	3,479,778	-	3,479,778		
DONATIONS	-	1,156,415	-	1,156,415		
TRANSFER TO LANDFILL FUND	-	(3,099,855)	(3,061,833)	(6,161,688)		
NET OTHER FINANCING SOURCES (USES)	-	56,581,338	(3,061,833)	53,519,505		
EXCESS (DEFICIENCY) OF REVENUES AND OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER USES	(146,129)	44,826,626	(7,870,295)	36,810,202		
FUND BALANCE, BEGINNING	-	(146,129)	44,680,497	-		
RESIDUAL EQUITY TRANSFER OUT	-	-	-	-		
FUND BALANCE, ENDING	$ (146,129)	$ 44,680,497	$ 36,810,202	$ 36,810,202		

CITY OF BROWNSVILLE, TEXAS
STATEMENT OF REVENUES, EXPENDITURES, AND FUND BALANCES
2025A CERTIFICATE OF OBLIGATION FUND - FUND 812
June 30, 2026

	FY 2025	FY 2026	TOTAL ALL YEARS	DEBT ISSUED	VARIANCE - FAVORABLE (UNFAVORABLE)
REVENUES					
MISCELLANEOUS CONTRIBUTIONS	$ -	$ 195,992	$ 195,992		
INTEREST INCOME	95,934	4,286,476	4,382,410		
MISCELLANEOUS	-	4,414	4,414		
TOTAL REVENUES	95,934	4,486,882	4,582,816		
EXPENDITURES					
FINANCIAL SERVICES	-	161	161		
STREET MAINTENANCE	-	1,595,124	1,595,124		
GENERAL GOVERNMENT CAPITAL PROJECTS	-	162,674	162,674		
PUBLIC SAFETY CAPITAL PROJECTS	-	1,299,572	1,299,572		
PUBLIC WORKS CAPITAL PROJECTS	375,479	3,241,126	3,616,604		
STREETS & DRAINAGE PROJECTS	-	944,747	944,747		
SERVICE & CONTINGENCY - GENERAL GOVT	-	1,108,718	1,108,718		
SERVICE & CONTINGENCY - PUBLIC SAFETY	-	144,496	144,496		
UNDERWRITERS DISCOUNT	425,122	-	425,122		
COSTS OF ISSUANCE	595,491	-	595,491		
TOTAL EXPENDITURES	1,396,092	8,496,618	9,892,710	-	-
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(1,300,158)	(4,009,736)	(5,309,894)		
OTHER FINANCING SOURCES (USES)					
DEBT PROCEEDS	142,200,000	-	142,200,000		
BOND PREMIUM	8,820,613	-	8,820,613		
NET OTHER FINANCING SOURCES (USES)	151,020,613	-	151,020,613		
EXCESS (DEFICIENCY) OF REVENUES AND OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER USES	149,720,455	(4,009,736)	145,710,719		
FUND BALANCE, BEGINNING	-	149,720,455	-		
RESIDUAL EQUITY TRANSFER OUT	-	-	-		
FUND BALANCE, ENDING	$ 149,720,455	$ 145,710,719	$ 145,710,719		

CITY OF BROWNSVILLE, TEXAS

QUARTERLY COMPREHENSIVE INVESTMENT REPORT

FOR THE QUARTER ENDED JUNE 30, 2026

THE INVESTMENTS BY FUND IN THESE REPORTS COMPLY WITH THE INVESTMENT POLICY AND INVESTMENT STRATEGY STATEMENT READOPTED BY THE CITY COMMISSION ON SEPTEMBER 16, 2025

INVESTMENT OFFICERS OF THE CITY:

Alan Guard, City Manager **DATED August 11, 2026**

Stephen Muse, Finance Director **DATED August 11, 2026**

Rodrigo Gimenez Assistant Finance Director **DATED August 11, 2026**

Tanya Lopez Treasury Manager **DATED August 11, 2026**

CITY OF BROWNSVILLE, TX
Detailed Investment Report
As of June 30, 2026

Investment	Par		VALUES March 31, 2026 Book	VALUES March 31, 2026 Market	Book Increase/(Decrease) Purchases/ Withdrawals	Book Increase/(Decrease) Accruals/ Amortizations	Market Increase/(Decrease) Purchases & Withdrawals	Market Increase/(Decrease) Change In Market Price	VALUES June 30, 2026 Book	VALUES June 30, 2026 Market
DEMAND DEPOSITS										
[1] Depository Bank - Demand Account	$ 24,472,253	$ 24,472,253	24,472,253	$ 24,472,253	$ (13,622,794)	$ -	$ (13,622,794)	$ (13,622,794)	$ 10,849,459	$ 10,849,459
	24,472,253	24,472,253	24,472,253	24,472,253	(13,622,794)	-	(13,622,794)	(13,622,794)	10,849,459	10,849,459
Money Market										
Money Market Account - US Bank	451,659	451,659	451,659	451,659	(156,100)	-	(156,100)	(156,100)	295,559	295,559
Money Market Account - TWDB	20,072,702	20,072,702	20,072,702	20,072,702	154,907	-	154,907	154,907	20,227,609	20,227,609
Money Market Account - PNC	47,357,718	47,357,718	47,357,718	47,357,718	(3,111,399)	-	(3,111,399)	$ (3,111,399)	44,246,320	$ 44,246,320
	67,882,080	67,882,080	67,882,080	67,882,080	(3,112,592)	-	(3,112,592)	(3,112,592)	64,769,488	64,769,488
CERTIFICATES OF DEPOSIT										
Certificate of Deposit - General First Community Bank	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-
INVESTMENT POOLS					-					
Texas Class	48,796,566	48,796,566	48,796,566	48,796,566	(4,209,377)	-	(4,209,377)	(4,209,377)	44,587,189	44,587,189
Texas Term	0	0	0	0	-	-	-	-	0	0
TexPool	8,851,531	8,851,531	8,851,531	8,851,531	(321,841)	-	(321,841)	(321,841)	8,529,690	8,529,690
Texas fit	181,144,133	181,144,133	181,144,133	181,144,133	994,154	-	994,154	994,154	182,138,287	182,138,287
Lone Star	9	9	9	9	0	-	0	0	9	9
	238,792,240	238,792,240	238,792,240	238,792,240	(3,537,065)	-	(3,537,065)	(3,537,065)	235,255,175	235,255,175
BONDS		-								
US BANK		-								
U S Treasury Note - 91282CHB0	2,797,525	2,823,379	2,823,379	2,824,762	(32,250)	-	(32,250)	(61,299)	2,791,129	2,763,464
U S Treasury Note - 91282CHU8	2,766,747	2,767,883	2,767,883	2,775,064	143,078	-	143,078	109,301	2,910,962	2,884,365
U S Treasury Note - 91282CJK8	2,897,454	2,891,673	2,891,673	2,902,720	10,959	-	10,959	(26,053)	2,902,632	2,876,668
U S Treasury Note - 91282CKA8	2,866,914	2,883,941	2,883,941	2,893,860	132,865	-	132,865	95,090	3,016,806	2,988,950
U S Treasury Note - 91282CKR1	2,997,502	3,000,866	3,000,866	3,018,561	(208,493)	-	(208,493)	(270,429)	2,792,373	2,748,132
U S Treasury Note - 91282CLG4	2,765,391	2,756,550	2,756,550	2,771,426	114,336	-	114,336	43,827	2,870,886	2,815,253
U S Treasury Note - 91282CLG4	2,847,371	2,829,113	2,829,113	2,829,113	7,368	-	7,368	(27,458)	2,836,481	2,801,655
	19,938,904	19,953,405	19,953,405	20,015,508	167,863	-	167,863	(137,021)	20,121,268	19,878,487
Totals	**$ 351,085,476**	**$ 351,085,476**	**$ 351,099,977**	**$ 351,162,080**	**$ (20,104,588)**	**$ -**	**$ (20,104,588)**	**$ (20,409,472)**	**$ 330,995,390**	**$ 330,752,608**

[1] Funds are fully collaterized by an irrevocable standby letter of credit with FHLBank of Atlanta.

CITY OF BROWNSVILLE, TX
Calculation of Weighted Average Maturity and Yield
As of June 30, 2026

CITY OF BROWNSVILLE, TX	Market Value	Book Value	# of Days To Maturity	Original Yield to	Percent of Portfolio	Maturity Date
Demand Deposits						
Depository Bank - Demand Account	$10,849,459	$10,849,459	1	1.66%	3.28%	
	$10,849,459	**$10,849,459**			**3.28%**	
Money Market						
Money Market Account - US BANK	$295,559	$295,559	1	3.27%	0.09%	
Money Market Account - TWDB	$20,227,609	$20,227,609	1	3.40%	6.11%	
Money Market Account - PNC	$44,246,320	$44,246,320	1	3.40%	13.37%	
Demand Deposits Totals	**$64,769,488**	**$64,769,488**			**19.57%**	
Certificates of Deposit						
First Community Bank						
Certificates of Deposit- General First Community Bank	-	-	0			**3/31/2026**
Certificates of Deposit Totals	**-**	**-**				
Investment Pools						
Texas Class	44,587,189	44,587,189	53	3.77%	13.47%	
TexPool	8,529,690	8,529,690	50	3.65%	2.58%	
Texas Fit	182,138,287	182,138,287	95	3.89%	55.03%	
Lone Star	9	9	49	3.79%	0.00%	
Investment Pools Totals	**235,255,175**	**235,255,175**			**71.08%**	
Bonds						
$0						
U S Treasury Note - 91282CHB0	$2,763,464	$2,791,129	45	4.25%	0.84%	**5/15/2026**
U S Treasury Note - 91282CHU8	$2,884,365	$2,910,962	137	4.25%	0.88%	**8/15/2026**
U S Treasury Note - 91282CJK8	$2,876,668	$2,902,632	229	4.26%	0.88%	**11/15/2026**
U S Treasury Note - 91282CKA8	$2,988,950	$3,016,806	321	4.26%	0.91%	**2/15/2027**
U S Treasury Note - 91282CKR1	$2,748,132	$2,792,373	410	4.28%	0.84%	**5/15/2027**
U S Treasury Note - 91282CLG4	$2,815,253	$2,870,886	502	4.28%	0.87%	**8/15/2027**
U S Treasury Note - 91282CLG4	$2,801,655	$2,836,481	594	4.13%	0.86%	**11/15/2027**
Bonds Total	**$19,878,487**	**$20,121,268**			**6.08%**	
Grand Totals	**$330,752,608**	**$330,995,390**			**100%**	

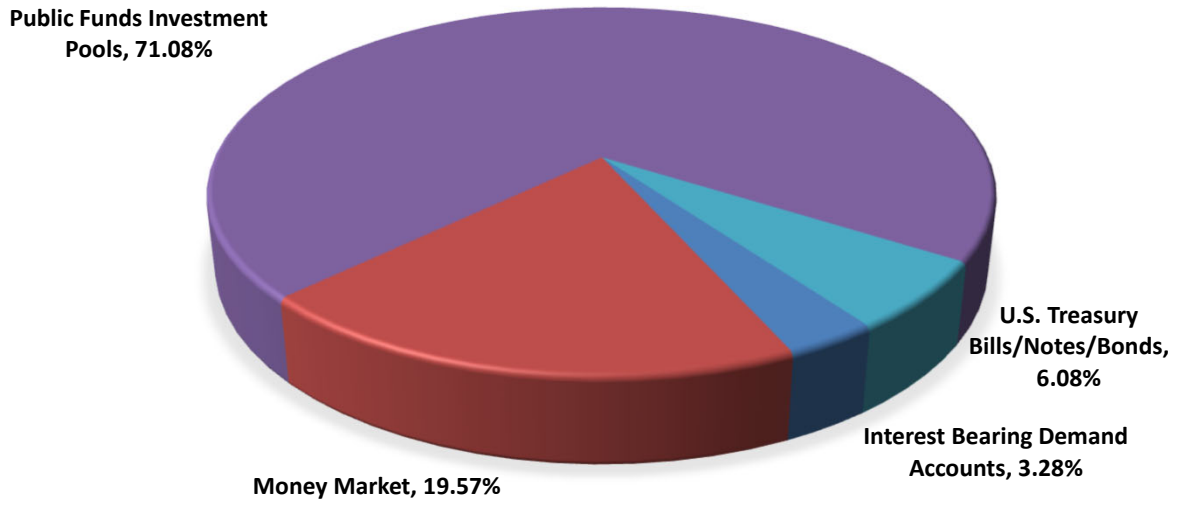
Weighted Average Maturity	
Weighted Average Days to Maturity	80
Maximum Allowable Weighted Average Days to Maturity	365

Weighted Average Yield	
Weighted Average Yield	3.72%
Weighted Average Yield - Operating (excluding depository bank and TWDB)	3.82%
Average Fed Fund Rate at June 30, 2026	3.63%
Yield of a three-month Treasury bill at June 30, 2026	3.66%

CITY OF BROWNSVILLE, TX
Comparison of Portfolio to Policy Limits
As of June 30, 2026

LIMITS ON TYPES OF SECURITIES	Portfolio Cap	Actual Percentage of Portfolio	Positive/(Negative) % Variance Policy Limits		Market Value
Interest Bearing Demand Accounts	100%	3.28%	**96.72%**	$	**10,849,459**
Money Market	75%	19.57%	**55.43%**	$	**64,769,488**
Certificates of Deposit	75%	0.00%	**75.00%**	$	**-**
Public Funds Investment Pools	100%	71.08%	**28.92%**	$	**235,255,175**
U.S. Treasury Bills/Notes/Bonds	100%	6.08%	**93.92%**	$	**20,121,268**
			Total Market Value	$	**330,995,390**

INVESTMENT PORTFOLIO BY TYPE



Weighted Average Maturity	
Weighted Average Days to Maturity	80
Maximum Allowable Weighted Average Days to Maturity	365

Weighted Average Yield	
Weighted Average Yield	3.72%
Yield of a three-month Treasury bill at June 30, 2026	3.66%

QUARTERLY PERFORMANCE REVIEW

CITY OF BROWNSVILLE

FOR THE PERIOD ENDING JUNE 30, 2026

DEEP BLUE INVESTMENT ADVISORS
4830 W Kennedy Blvd.
One Urban Centre – Suite 835
Tampa, FL 33609

FOR QUESTIONS, PLEASE CONTACT:
Courtney Hislop, Portfolio Reporting Sr. Analyst
813-556-9779
Reporting@deepblue-inv.com

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› Long Term Account Portfolio Holdings
› Long Term Account Quarterly Transactions

QUARTERLY ECONOMIC UPDATE

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Executive Summary

Market Update

June marked a shift in what was driving the market narrative. For much of the past few months, markets were focused on the Middle East conflict, restricted transit through the Strait of Hormuz, elevated oil prices, and the risk that higher energy costs would feed through into inflation. Those risks did not disappear in June, but by the end of the month oil had moved meaningfully lower as progress in the region reduced some of the immediate "supply risk" premium that had been built into energy markets.

Since the initial Iran shock, Treasury yields have moved sharply higher as markets priced in the risk that inflation would remain elevated and that the Fed would have little room to cut rates. By late June, that view was being reinforced by a broader set of factors. Stronger economic data, resilient consumer spending, AI-related investment demand, and a more hawkish Fed shifted the market's focus away from the initial energy shock alone and toward the broader higher-for-longer rate environment.

The FOMC met on June 16-17 and, as widely expected, held the Federal Funds target range steady at 3.50%-3.75%. The rate decision itself was not the major story, as consensus was already for a hold. The bigger story was the updated statement, Summary of Economic Projections, dot plot, and Chair Warsh's first post-meeting press conference, which all pointed to a more hawkish policy backdrop.

The biggest takeaway was that the Fed moved away from its prior easing bias. The March SEP showed one expected rate cut in 2026, while the June projections shifted in the opposite direction, with roughly half of Fed officials now penciling in at least one hike by year-end. That was a meaningful change in tone and reflected the same broader set of factors discussed above: inflation remains elevated, recent CPI/PPI data has been firm, the labor market has remained resilient, and consumer spending has held up.

Portfolio Summary

For the quarter, the long-term managed portfolio earned $199,701. The portfolio return of 0.75% outperformed the benchmark return of 0.39% for the quarter. The portfolio had a yield of 4.05% versus the benchmark at 4.16%. The effective duration was 0.83 years versus the benchmark at 1.82 years. The average credit quality was AA+.

Economic Landscape

Q2 2026 Overview – Higher-for-Longer Repricing

- Market Narrative Shift: Early in the quarter, markets focused on Middle East tensions, restricted transit through the Strait of Hormuz, and the risk that higher oil prices would feed through into inflation. By late June, oil had moved lower and some of the immediate supply-risk premium eased, but the broader rates story did not fully reverse.

- Federal Reserve / Rate Expectations: The Fed held the federal funds target range steady at 3.50%–3.75% at its June meeting, but the updated SEP/dot plot moved away from the prior easing bias. Markets shifted decisively away from the 2026 rate-cut narrative and began pricing meaningful odds of a rate hike by September, with additional hike risk around year-end / early 2027.

- Labor Market / Growth: Economic data remained resilient enough to keep the Fed focused on inflation. Consumer spending and income remained firm, Q1 GDP released in Q2 was revised higher to 2.1% annualized, and labor data remained stable overall. The latest payroll report brought the three-month average down to approximately +111,000, while the unemployment rate moved lower to 4.2%, pointing to a labor market that is moderating but not breaking.

- Inflation: Inflation remained above the Fed's 2% target, with CPI, PPI, and PCE all pointing to continued price pressure. Lower oil prices helped ease some energy-driven inflation concern late in the quarter, but sticky inflation, resilient demand, and AI-related investment demand kept the higher-for-longer narrative intact.

- Rate / Market Impact: Front-end yields remained elevated as markets repriced the Fed path. The 2-year Treasury briefly topped 4.20%, reaching its highest level in more than a year, while the 10-year moved less dramatically as lower oil prices reduced some longer-term inflation concern. Volatility is expected to persist as markets balance cooler energy prices against resilient data and a still-cautious Fed.

(Source: Bloomberg LP, Moody's Analytics, Deep Blue Investment Advisors)

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Fixed Income Index Returns

	Index Total Return %							
Index Name	**2Q25**	**3Q25**	**4Q25**	**1Q26**	**April 26**	**May**	**June**	**YTD**
U.S. Aggregate	0.922	2.030	0.851	(0.047)	0.096	0.200	0.315	0.565
Aaa	1.447	1.602	0.901	0.189	0.151	0.088	0.199	0.627
Aa	0.670	1.842	0.917	0.101	-	0.085	0.330	0.516
A	1.535	2.524	0.684	(0.523)	0.286	0.492	0.295	0.550
1-3 Yr	1.224	1.200	1.051	0.323	0.243	0.158	0.136	0.861
3-5 Yr	1.666	1.427	1.103	0.039	0.200	0.046	0.151	0.436
5-7 Yr	1.590	1.824	1.082	(0.141)	0.174	0.077	0.281	0.392
7-10 Yr	0.994	2.580	1.173	(0.032)	0.050	0.113	0.358	0.489
10+ Yr	(0.728)	3.262	(0.285)	(0.756)	(0.204)	0.638	0.690	0.368
Broad Indices								
Government-Related	1.458	2.232	0.908	(0.068)	0.350	0.063	0.355	0.699
Securitized	0.819	2.379	1.396	0.400	0.059	0.140	0.295	0.893
CMBS	1.700	1.754	1.116	0.315	0.257	0.054	0.228	0.853
ABS	1.286	1.642	1.110	0.312	0.314	0.206	0.243	1.075
U.S. Agency	1.183	1.395	0.982	0.225	0.175	0.069	0.228	0.697
U.S. Credit	1.565	2.566	0.619	(0.478)	0.333	0.535	0.263	0.653
MBS								
U.S. MBS	0.759	2.429	1.419	0.403	0.042	0.144	0.302	0.890
GNMA	0.669	2.189	1.320	0.627	0.121	0.098	0.372	1.218
FHLMC	1.086	2.334	1.408	0.208	(0.257)	0.135	0.243	0.330
FNMA	0.781	2.507	1.451	0.335	0.021	0.158	0.280	0.794
Gov't / Credit								
Composite	0.960	1.906	0.658	(0.203)	0.110	0.220	0.322	0.449
1-3 Yr	1.224	1.192	1.019	0.284	0.239	0.154	0.135	0.812
1-5 Yr	1.428	1.269	1.000	0.143	0.220	0.086	0.152	0.600
5-10 Yr	1.769	2.005	0.912	(0.383)	0.192	0.086	0.311	0.206
Municipals								
Municipal Bond Index	(0.386)	2.997	1.420	(0.177)	0.917	0.359	0.917	2.016

Source: Bloomberg LP, Deep Blue Investment Advisors

Interest Rates and Strategy

Rate (%)	Ticker	Q2 26	Q1 26	Q4 25	Q2 25	Historical Trend		Notes
						Short-Term	Long-Term*	
US Treasuries								
3-month	usgg3m index	3.811	3.681	3.626	4.291	Higher	Lower	Treasurybill rates increased quarter-over-quarter as markets repriced near-term Fed policyexpectations awayfrom additional rate cuts. Year-over-year, yields remain lower following the three 25-basis point Fed rate cuts at the end of2025.
6-month	usgg6m index	3.970	3.692	3.602	4.246	Higher	Lower	
1-year	usgg12m index	3.975	3.697	3.470	3.967	Higher	Higher	Short and intermediate Treasury yields moved higher overall as resilient economic data, sticky inflation, and a more hawkish Fed pushed markets toward a higher-for-longer rate environment.
3-year	usgg3yindex	4.181	3.852	3.539	3.689	Higher	Higher	
5-year	usgg5yr index	4.227	3.985	3.725	3.797	Higher	Higher	
10-year	usgg10yindex	4.465	4.348	4.167	4.228	Higher	Higher	Longer-term Treasury yields also moved higher quarter-over-quarter as investors continued to price in elevated inflation risk, stronger economic data, and uncertainty around the path of Fed policy.
30-year	usgg30yindex	4.951	4.911	4.844	4.774	Higher	Higher	
Other Rates								
Fed Funds Eff. Rate	FDFD Index	3.620	3.640	3.640	4.330	Lower	Lower	The Federal Reserve held the target range steady at 3.50%-3.75% throughout the quarter. However, Fed messaging shifted more hawkish, with markets moving away from the 2026 rate-cut narrative and beginning to price the possibilityof renewed tightening.
Fed Funds (upper limit)	FDTR Index	3.750	3.750	3.750	4.500	Unchanged	Lower	
SOFR	SOFRRATE Index	3.600	3.870	3.870	4.450	Lower	Lower	SOFR is the benchmark floating-rate for most bonds and tracks Fed Funds.
O/N Repo	USRG1T ICUS Index	3.680	3.890	3.890	4.490	Lower	Lower	Repo rates are expected to match Fed Funds +/- a few basis points.
30yr Mortgage Rate	ILM3NAVG Index	6.550	6.470	6.250	6.800	Higher	Lower	Mortgage rates moved modestlyhigher quarter-over-quarter alongside longer-term Treasuryyields, but remain below year-ago levels.

Source: Bloomberg LP, Deep Blue Investment Advisors
** Long-Term is yearover year.*

4 Themes for Q3 2026 and Beyond:

1. Federal Reserve Policy: The Fed has shifted away from the prior rate-cut narrative and remains focused on inflation. While rates were held steady in June, updated projections showed a more hawkish policy path, with markets now watching whether upcoming inflation and labor data support another pause or increase the odds of renewed tightening.
2. Inflation / Oil: Oil prices spiked sharply earlier in Q2 as Middle East tensions escalated, but moved lower toward quarter-end as some supply concerns eased. Developments in the Middle East and energy markets will remain important to watch, as oil is a key input into inflation measures and can quickly influence market expectations for Fed policy.
3. Economic Resilience: The economy continues to hold up better than expected, supported by firm consumer spending, stable income growth, and a labor market that remains resilient despite some moderation. As long as growth and employment remain intact, the Fed has more room to stay focused on inflation rather than moving quickly toward rate cuts.
4. Market Volatility: Volatility is likely to remain elevated as markets react to each new inflation report, labor-market release, Fed communication, and geopolitical headline. Treasury yields may remain sensitive to any data that either reinforces the higher-for-longer narrative or shifts market expectations back toward an easing bias.

PORTFOLIO OVERVIEW

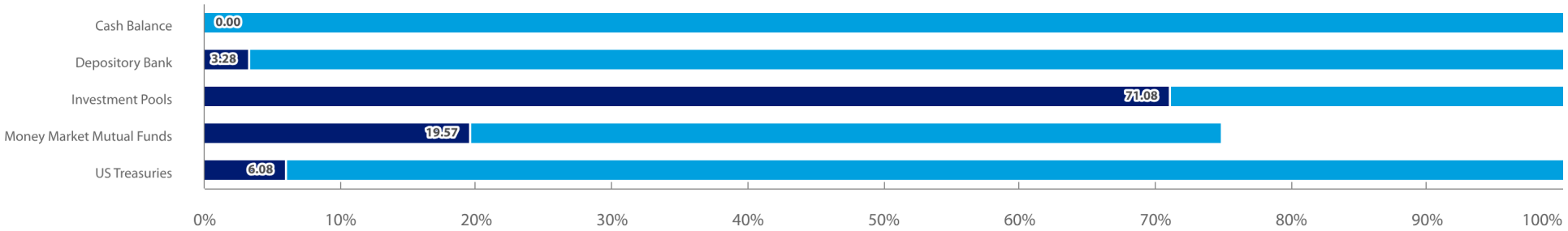
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COMPLIANCE SUMMARY

CITY OF BROWNSVILLE
06/30/2026

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ASSET ALLOCATION COMPLIANCE



AUTHORIZED INVESTMENT - SECTOR TYPE	BOOK VALUE	CURRENT ALLOCATION PCT	PERMITTED BY POLICY	IN COMPLIANCE	MATURITY	RATING
CDARS of Texas Banks	-	0.00%	75%	Yes	N/A	N/A
Cash Balance	$791.23	0.00%	100%	Yes	N/A	N/A
Certificates of Deposit	-	0.00%	75%	Yes	5 yrs	N/A
Commercial Paper	-	0.00%	50%	Yes	365 days	A-1
Depository Bank	$10,849,459.21	3.28%	100%	Yes	N/A	N/A
Government Sponsored Enterprises (GSE)	-	0.00%	50%	Yes	3 yrs	N/A
Interest Bearing Demand Notes	-	0.00%	100%	Yes	N/A	N/A
Investment Pools	$235,255,174.65	71.08%	100%	Yes	N/A	N/A
Money Market Mutual Funds	$64,768,696.71	19.57%	75%	Yes	90 days	N/A
States, Counties, Cities, & Other	-	0.00%	25%	Yes	3 yrs	A
Repurchase Agreements	-	0.00%	75%	Yes	N/A	N/A
US Government Agencies	-	0.00%	75%	Yes	3 yrs	N/A
US Treasury Bills/Notes/Bonds	$20,121,268.06	6.08%	100%	Yes	3 yrs	N/A
Total Portfolio	**$330,995,389.86**	**100.00%**				

"IN COMPLIANCE" refers to the asset allocation and individual issuer limitations are in compliance with the Investment Policy Statement for this portfolio.
N/A: Not a specified constraint in the IPS.
"BOOK VALUE" represents the stated book value plus accrued interest.
Allocation percent values are rounded individually and may not always sum to 100%.

COMPLIANCE SUMMARY

CITY OF BROWNSVILLE
06/30/2026

DEEP BLUE
INVESTMENT ADVISORS

INDIVIDUAL ISSUER LIMIT

AUTHORIZED INVESTMENT - SECTOR TYPE	BOOK VALUE	LARGEST INDIVIDUAL ALLOCATION	INDIVIDUAL ISSUE LIMITS	IN COMPLIANCE
Cash				
Cash and Receivables	$791.23	0.00%	100%	Yes
Depository Bank				
Depository Bank	$10,849,459.21	3.28%	100%	Yes
Investment Pools				
TX-FIT Cash Pool	$131,692,582.78	39.79%	N/A	Yes
TX-FIT Choice Pool Jun 27	$50,445,704.39	15.24%	N/A	Yes
Texas Class	$44,587,188.65	13.47%	N/A	Yes
TexPool	$8,529,689.64	2.58%	N/A	Yes
Lone Star	$9.14	0.00%	N/A	Yes
Texas Term	$0.04	0.00%	N/A	Yes
Texas Logic	$0.01	0.00%	N/A	Yes
Money Market Mutual Funds				
PNC	$44,246,319.69	13.37%	N/A	Yes
TWDB	$20,227,609.39	6.11%	N/A	Yes
First American Funds, Inc. - Government Obligations Fund	$294,767.63	0.09%	N/A	Yes
US Treasury Bills/Notes/Bonds				
United States	$20,121,268.06	6.08%	N/A	Yes
Total Portfolio	**$330,995,389.86**	**100.00%**		

"IN COMPLIANCE" refers to the asset allocation and individual issuer limitations are in compliance with the Investment Policy Statement for this portfolio.
"BOOK VALUE" represents the stated book value plus accrued interest.

INVESTMENT POLICY SUMMARY

CITY OF BROWNSVILLE

06/30/2026

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Investment Type	Maturity Limit	Allocation Maximum	Per Issuer Maximum	Rating Requirement (Minimum)
U.S. Treasury Bills/Notes/Bonds	3 years	100%	N/A	N/A
U.S. Government Agencies	3 years	75%	N/A	N/A
Government Sponsored Enterprises (GSEs)	3 years	50%	N/A	N/A
States, Counties, Cities & Other	3 years	25%	N/A	A
Certificates of Deposit	5 years	75%	N/A	N/A
CDARS of Texas Banks	N/A	75%	N/A	N/A
Money Market Mutual Funds	90 days	75%	N/A	N/A
Investment Pools	N/A	100%	N/A	N/A
Repurchase Agreements	N/A	75%	N/A	N/A
Commercial Paper	365 days	50%	N/A	P-1/A-1
Interest Bearing Demand Accounts	N/A	100%	N/A	N/A

LONG TERM

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LONG TERM ACCOUNT SUMMARY

CITY OF BROWNSVILLE - LONG TERM

06/30/2026

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PERFORMANCE INFORMATION

RISK METRIC	PORTFOLIO	INDEX*	DIFFERENCE
Effective Duration	0.829	1.822	-0.993
Yield	4.046	4.162	-0.116
Years to Effective Maturity	0.864	1.919	-1.055
Years to Final Maturity	0.866	1.919	-1.053
Average Credit Rating	AA+	AA+	-

* ICE BofA 1-3 Year US Treasury Index

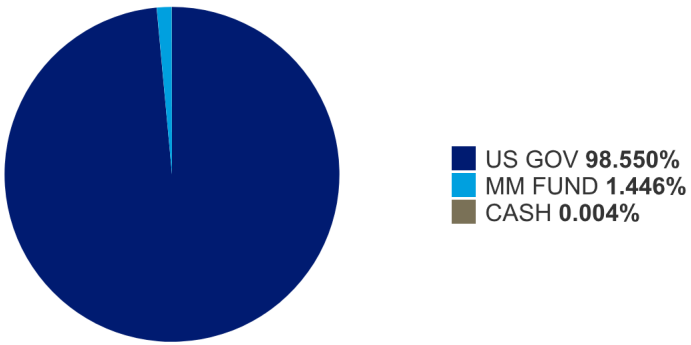
EARNED INCOME THIS QUARTER

	VALUE
Interest/Dividend Income	206,491.66
Net Amortization/Accretion Income	(3,002.45)
Net Realized Gain/Loss	0.00
Other Income	(3,788.15)
Total Earned Income	199,701.06

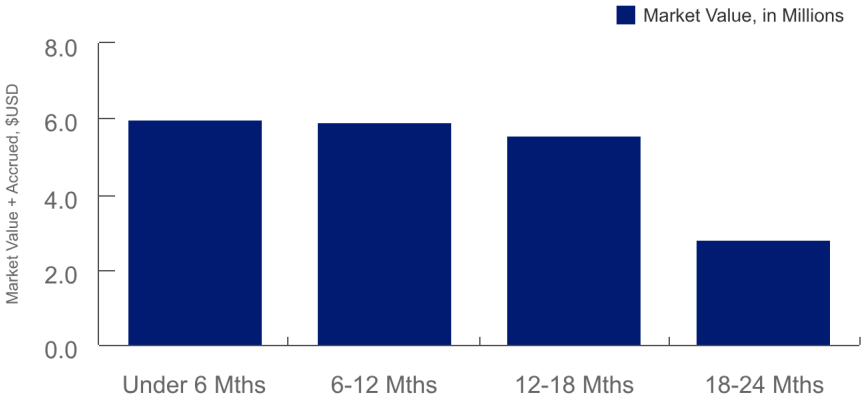
PORTFOLIO CHARACTERISTICS

RISK METRIC	VALUE
Total Market Value And Accrued	20,381,437.59
Cash and Cash Equivalents	295,558.86
Fixed Income	20,085,878.73
Effective Duration	0.829
WAL	0.866
Years to Final Maturity	0.866
Years to Effective Maturity	0.864
Yield	4.046
YTM	4.046
Avg Credit Rating	AA+/Aa1/NA

MANAGED PORTFOLIO DIVERSIFICATION



MATURITY DISTRIBUTION



Performance data quoted represents past performance; past performance does not guarantee future results. The investment return and principal value of an investment will fluctuate so that an investor's shares, when redeemed, may be worth more or less than their original cost. Current performance may be lower or higher than the performance quoted.

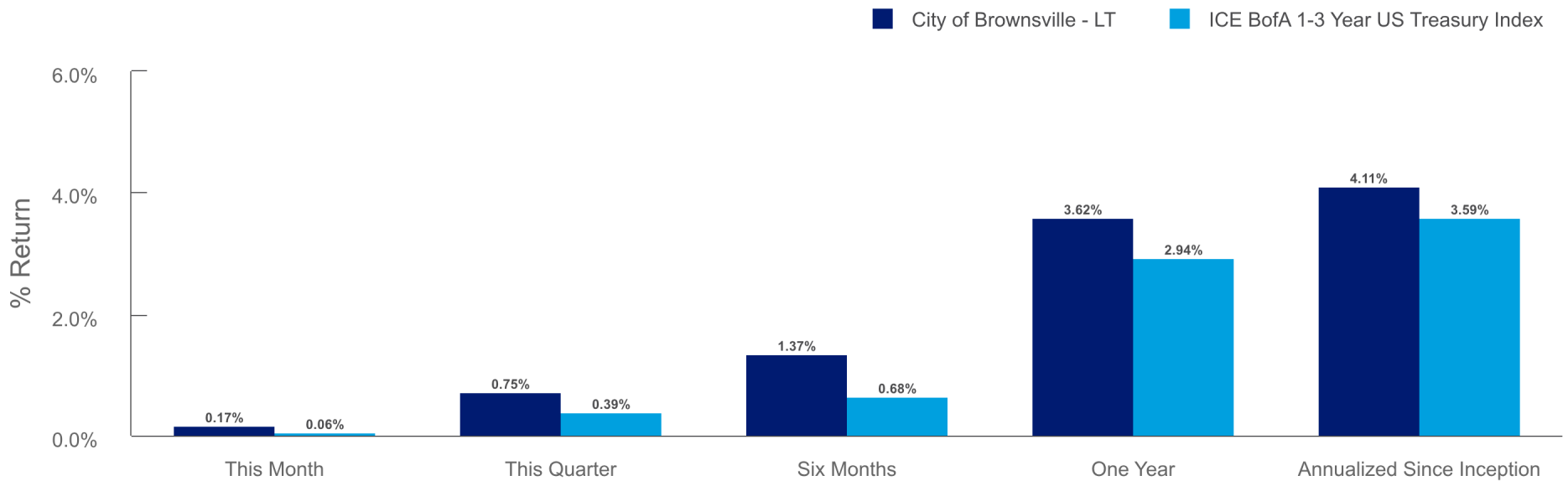
LONG TERM ACCOUNT PERFORMANCE

CITY OF BROWNSVILLE - LONG TERM
06/30/2026

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PERFORMANCE SUMMARY *Since 10/18/24*

	NOMINAL RETURN			ANNUALIZED RETURN			
	THIS MONTH	THIS QUARTER	SIX MONTHS	ONE YEAR	THREE YEAR	FIVE YEAR	ANNUALIZED SINCE INCEPTION
City of Brownsville - LT	0.17%	0.75%	1.37%	3.62%	N/A	N/A	4.11%
ICE BofA 1-3 Year US Treasury Index	0.06%	0.39%	0.68%	2.94%	N/A	N/A	3.59%



Performance data quoted represents past performance; past performance does not guarantee future results. The investment return and principal value of an investment will fluctuate so that an investor's shares, when redeemed, may be worth more or less than their original cost. Current performance may be lower or higher than the performance quoted.

Returns are calculated as the average share balance % of the portfolio multiplied by the total return for the given time period.

LONG TERM ACCOUNT PORTFOLIO HOLDINGS

CITY OF BROWNSVILLE - LONG TERM
06/30/2026

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DESCRIPTION	SECURITY	PAR VALUE	UNIT COST	TOTAL COST	BOOK VALUE	MARKET VALUE	EFF. MAT. PRICE	MOODY	S&P
CASH									
CASH	CCYUSD	791.23	1.000	791.23	791.23	791.23	NA	NA	NA
TOTAL		**791.23**	**1.000**	**791.23**	**791.23**	**791.23**		**NA**	**NA**
GOVERNMENT BONDS									
UNITED STATES TREASURY ***4.375% Due 08-15-2026***	91282CHU8	2,762,000.00	100.172	2,766,747.19	2,762,360.45	2,763,463.86	100.000	Aa1	AA+
UNITED STATES TREASURY ***4.625% Due 11-15-2026***	91282CJK8	2,877,000.00	100.711	2,897,453.67	2,880,957.92	2,884,365.12	100.000	Aa1	AA+
UNITED STATES TREASURY ***4.125% Due 02-15-2027***	91282CKA8	2,875,000.00	99.719	2,866,914.06	2,872,714.10	2,876,667.50	100.000	Aa1	AA+
UNITED STATES TREASURY ***4.500% Due 05-15-2027***	91282CKR1	2,979,000.00	100.621	2,997,502.39	2,985,711.42	2,988,949.86	100.000	Aa1	AA+
UNITED STATES TREASURY ***3.750% Due 08-15-2027***	91282CLG4	2,760,000.00	100.195	2,765,390.63	2,763,591.28	2,748,132.00	100.000	Aa1	AA+
UNITED STATES TREASURY ***4.125% Due 11-15-2027***	91282CLX7	2,817,000.00	101.078	2,847,370.78	2,841,295.80	2,815,253.46	100.000	Aa1	AA+
UNITED STATES TREASURY ***2.750% Due 02-15-2028***	9128283W8	2,865,000.00	97.840	2,803,111.52	2,807,245.01	2,801,654.85	100.000	Aa1	AA+
TOTAL		**19,935,000.00**	**100.056**	**19,944,490.24**	**19,913,875.97**	**19,878,486.65**	**100.000**	**Aa1**	**AA+**
MONEY MARKET FUNDS									
FIRST AMER:GVT OBLG Y ***3.260% Due 06-30-2026***	31846V203	294,767.63	1.000	294,767.63	294,767.63	294,767.63	1.000	Aaa	AAAm
TOTAL		**294,767.63**	**1.000**	**294,767.63**	**294,767.63**	**294,767.63**	**1.000**	**Aaa**	**AAA**
SUMMARY		**20,230,558.86**		**20,240,049.10**	**20,209,434.83**	**20,174,045.51**		**Aa1**	**AA+**

LONG TERM ACCOUNT QUARTERLY TRANSACTIONS

CITY OF BROWNSVILLE - LONG TERM
06/30/2026

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TRANSACTION TYPE	TRADE DATE	SETTLE DATE	PAR ($)	CUSIP	SECURITY DESCRIPTION	COUPON	YIELD	YIELD TO MATURITY	MATURITY DATE	TRANSACTION AMOUNT ($)	REALIZED GAIN/LOSS
Custody Fee	04/24/26	04/24/26	-1,275.32	CCYUSD	US DOLLAR	0.00	0.00	0.00	06/30/26	-1,275.32	0.00
Money Market Funds	04/30/26	04/30/26	0.00	31846V203	FIRST AMER:GVT OBLG Y	3.25	3.28	3.28	06/30/26	641.54	0.00
Buy	05/15/26	05/15/26	3,070,249.16	31846V203	FIRST AMER:GVT OBLG Y	3.25	3.28	3.28	06/30/26	-3,070,249.16	0.00
Sell	05/15/26	05/15/26	-3,227,140.66	31846V203	FIRST AMER:GVT OBLG Y	3.25	3.28	3.28	06/30/26	3,227,140.66	0.00
Maturity	05/15/26	05/15/26	-2,824,000.00	91282CHB0	UNITED STATES TREASURY	3.63	3.56	3.56	05/15/26	2,824,000.00	0.00
Coupon	05/15/26	05/15/26	0.00	91282CLX7	UNITED STATES TREASURY	4.13	4.04	4.04	11/15/27	58,100.63	0.00
Coupon	05/15/26	05/15/26	0.00	91282CKR1	UNITED STATES TREASURY	4.50	3.91	3.91	05/15/27	67,027.50	0.00
Coupon	05/15/26	05/15/26	0.00	91282CHB0	UNITED STATES TREASURY	3.63	3.56	3.56	05/15/26	51,185.00	0.00
Coupon	05/15/26	05/15/26	0.00	91282CJK8	UNITED STATES TREASURY	4.63	3.79	3.79	11/15/26	66,530.63	0.00
Buy	05/18/26	05/19/26	2,865,000.00	9128283W8	UNITED STATES TREASURY	2.75	4.06	4.06	02/15/28	-2,823,352.51	0.00
Custody Fee	05/22/26	05/22/26	-1,249.96	CCYUSD	US DOLLAR	0.00	0.00	0.00	06/30/26	-1,249.96	0.00
Money Market Funds	05/31/26	05/31/26	0.00	31846V203	FIRST AMER:GVT OBLG Y	3.25	3.25	3.25	06/30/26	1,503.52	0.00
Custody Fee	06/25/26	06/25/26	-1,262.87	CCYUSD	US DOLLAR	0.00	0.00	0.00	06/30/26	-1,262.87	0.00
Money Market Funds	06/30/26	06/30/26	0.00	31846V203	FIRST AMER:GVT OBLG Y	3.26	3.26	3.26	06/30/26	791.23	0.00
Total										**399,530.89**	**0.00**

Returns are calculated as the average share balance % of the portfolio multiplied by the total return for the given time period.

GLOSSARY OF TERMS

CITY OF BROWNSVILLE

06/30/2026

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TERM	DEFINITION
Accretion	The change in the price of a bond bought at a discount to the par (or face) value of the bond
Accrued Interest	Interest that is due on a bond or other fixed income security since the last interest payment was made
Agency Bonds	A bond, issued by a U.S. government-sponsored agency or federal budget agency. The offerings of these agencies are backed but not guaranteed by the U.S. government
Amortization	Charging or writing off an intangible asset's cost as an operational expense over its estimated Useful life
Average Coupon	Generated by weighting the coupon of each bond by its relative size in the portfolio
Average Duration	A time measure of a bond's interest-rate sensitivity, based on the weighted average of the time periods over which a bond's cash flows accrue to the bondholder
Average Share Balance	The average of the beginning and ending balances of a given time period
Average YTM	(Average Yield To Maturity) The total return anticipated on a bond if the bond is held until it matures
Book Value	The value at which the asset is carried on a balance sheet and calculated by taking the cost of an asset minus. the accumulated depreciation
Close Date	The final date of fiscal period
CMO	(Collateralized Mortgage Obligation) A type of mortgage-backed security that contains a pool of mortgages bundled together and sold as an investment.
Commercial Paper	An unsecured obligation issued by a corporation or bank to finance its short-term credit needs, such as accounts receivable and inventory.
Corporate Bonds	A debt security issued by a corporation and sold to investors
Cost Basis	The original value of an asset for tax purposes, usually the purchase price, adjusted for stock splits, dividends and return of capital distributions
CPN	(Coupon) The interest rate on which coupon payments are based
DTM	(Days to Maturity) The amount of days left until maturity
Dur to Worst	A risk metric that measures the sensitivity of a bond's price to changes in market yields
Duration	A measure of a bond's sensitivity to interest rate changes
Earned Income	Net of all income, expenses gains and losses that should be attributed to Net Income
Earned Interest	The income attributed to interest earned
Eff. Mat. Price	The price to which a security is amortizing
Effective Maturity	The weighted average of the maturities of the underlying bonds.
Fair Value	The value of a security based on market prices
Final Maturity	The date upon which all principal and interest must be repaid
Financial Bonds	A bond is a debt security, under which the issuer owes the holders a debt and (depending on the terms of the bond) is obliged to pay them interest (the coupon) or to repay the principal at a later date, termed the maturity date
Fixed Income	A type of investment in which real return rates or periodic income is received at regular intervals and at reasonably predictable levels
Government Bonds - Discount	A bond that is issued for less than its par (or face) value
Government Bonds	A debt security issued by a government to support government spending

GLOSSARY OF TERMS

CITY OF BROWNSVILLE

06/30/2026

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TERM	DEFINITION
Industrial Bonds	Municipal debt securities issued by a government agency on behalf of a private sector company and intended to build or acquire factories or other heavy equipment and tools
Interest Received	The income attributed to interest earned or equity dividends
Long Term G/L	A gain or loss from a qualifying investment owned for longer than 12 months before it was sold
Market Value	The highest estimated price that a buyer would pay and a seller would accept for an item in an open and competitive market
Maturity Date	The final payment date of a loan or other financial instrument, at which point the principal (and all remaining interest) is due to be paid
MBS	(Mortgage-Backed Security) A type of asset-backed security that is secured by a mortgage or collection of mortgages
Money Market Fund	An investment whose objective is to earn interest for shareholders while maintaining a net asset value (NAV) of $1 per share
Mortgage Backed Bonds	A type of asset-backed security that is secured by a mortgage or collection of mortgages. The mortgages are sold to a group of individuals (a government agency or investment bank) that securitizes, or packages, the loans together into a security that investors can buy
Municipal Bonds	Debt securities issued by states, cities, counties and other governmental entities to fund day-to-day obligations and to finance capital projects such as building schools, highways or sewer systems
Open Date	The first date of fiscal period
Original Cost	The amount originally paid, not including accrued interest
Par Value	The nominal dollar face amount of a security
Proceeds	Cash realized from a sale or received as a loan, after all commissions, expenses, fees, and taxes are deducted
Purchase Interest	The income or expense from the purchase of accrued interest on trades
Settle Date	The date on which the transaction is settled and monies/securities are exchanged. If the settle date of the transaction (i.e., coupon payments and maturity proceeds) occurs on a non-business day, the funds are exchanged on the next business day
Short Term G/L	The gain or loss realized from the sale, transfer, or other disposition of personal or investment property known as capital asset that has been held for a year or less
Sold Interest	The income or expense from the sale of accrued interest on trades
Total Cost	All costs associated with the acquisition and the security including any interest or dividends that have been reinvested
Total Realized G/L	The profits or losses from completed transactions
Total Return	The actual rate of return of an investment or a pool of investments over a given evaluation period
Trade Date	The date on which the transaction occurred; however, the final consummation of the security transaction and payment has not yet taken place
Unit Cost	The total expenditure incurred by a company to produce, store and sell one unit of a particular product or service
Unit Price	The transaction price on a trade
Utility Bonds	A utility bond is a type of financial guarantee ensuring a person or organization will pay for utilities on time.
U.S. Treasury	The department of the U.S. government that issues Treasury securities.
WAL	(Weighted Average Life) The average length of time that each dollar of unpaid principal on a loan, a mortgage or an amortizing bond remains outstanding
Yield	The rate of return based on the current market value, the annual interest receipts, maturity value, and the time period remaining until maturity, stated as a percentage on an annualized basis
YTM	(Yield To Maturity) The yield the investor will receive if the bond is held to maturity



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INVESTMENT ADVISORS

This consolidated report is provided to you for informational purposes only and should not be used for tax reporting. Please review your statement for any inaccuracies or discrepancies. Inquiries, concerns or questions regarding your statement or the activity therein should be directed to Deep Blue Investment Advisors by calling (813) 915-6675. Any oral communications regarding inaccuracies or discrepancies should be reconfirmed in writing to protect your rights. Please address all written communications to Deep Blue Investment Advisors and include your legal name on all communications.

Please advise us of any material changes to your investment objectives or financial situation regarding your account.

Wertz York Capital Management Group, LLC dba Deep Blue Investment Advisors is a registered investment adviser and is NOT a registered broker-dealer and member FINRA/SIPC.

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Eva Garcia, Senior Planner Bicycle & Pedestrian, Joel Garza, Mobility Director
Date:	Tuesday, September 1, 2026
Agenda #:	Consideration and **ACTION** to award contract number 141-26-BMT-IFB to 2GS LLC dba Earthworks Enterprise in the amount of $1,539,579 for the Southmost Nature Trail Phase III, as budgeted. (Multimodal Transportation)

Summary:
The Southmost Nature Trail Phase III (SNT III) project will be approximately 10,138 ft.(1.92 mi.), starting at Manzano Street (Southmost Public Library) continuing to Morningside Road (through Morningside Park).

Project Scope and Analysis:
The scope of work for SNT III (CSJ 0921-06-360) consists of construction of a predominately 8ft- to 12 ft-wide hike and bike trail, solar-powered lighting, and a mid-block pedestrian crossing at Morningside Rd.

Funding:

Source: RGVMPO/TxDOT Grant
C.O. Fund 811-9110-848-092

Amount: $1,231,663
$307,916

Local Contribution if Applicable:
$307,916

Recommendation:
Staff recommends approval.

Commission Pillar:
Infrastructure, Quality of Life & Vibrancy

Attachments:

1. CSJ 0921-06-360_SMNT PHASE III-Letter to Award
2. 141-26-BMT-IFB ; Procurement Analysis
3. 141-26-BMT-IFB ; Contract

Docusign Envelope ID: 0A2D7CBE-9458-803B-8121-F307782C1C96

600 W. Interstate 2, Pharr, Texas 78577
956.702.6100
txdot.gov

August 4, 2026

Honorable John Cowen, Jr.
Mayor
1001 E. Elizabeth Street
Brownsville, Texas 78520

RE: Southmost Nature Trail Phase III Project
Letter to Award
CSJ# 0921-06-360 / City of Brownsville

Dear Mayor Cowen:

We have completed our review of the bid package and analysis that was included with the City of Brownsville (City) letter dated July 24, 2026, and we do concur with awarding the contract to 2GS LLC dba Earthworks Enterprise with their low bid amount of $1,539,579.07. The City may now award the contract and move forward with construction operations.

Ms. Yahaira Marroquin, out of the San Benito Area Office, will serve as our construction project manager and your point of contact from this point forward. Please work directly with her to ensure all requirements are met for you to receive the federal/state funding participation outlined in the Advance Funding Agreement. Ms. Marroquin can be contacted at (956)-399-5102 or Yahaira.Marroquin@txdot.gov. In addition, and as a reminder, the local government construction procedures that the City of Brownsville will need to follow can be found at http://www.txdot.gov/government/processes-procedures/lgp-toolkit.html.

If you have any questions, feel free to call me or our Design Support Supervisor, Agustin Ramirez, P.E. at (956) 702-6304.

Sincerely,

DocuSigned by:
Pedro R. Alvarez
EA4137AD2A748C...

Pedro R. Alvarez, P.E.
Pharr District Engineer

Cc:

Rex A. Costley, P.E., Deputy District Engineer
Norma Y. Garza, P.E., Director of Transportation Planning and Development
Dora E. Robles, P.E., District Advance Transportation Planning Director
Andres Espinoza, P.E., San Benito Area Engineer
Agustin Ramirez, P.E., Design Support Supervisor
Eduardo Saenz, P.E., TxDOT Project Manager
Alan Guard, City of Brownsville, City Manager
Joel Garza, Jr., CPM, City of Brownsville, Director of Multimodal Transportation
Eva Garcia, City of Brownsville, Bicycle & Pedestrian Planner
Michael Medina, PTP, Executive Director, RGVMPO
Yahaira Marroquin, San Benito Area Office Construction Project Manager

PROCUREMENT ANALYSIS

Date: Wednesday, August 12, 2026
To: Mr. John Cowen Jr., City Mayor
From: Mr. Alan Guard, Interim City Manager
CC: Mr. Damian Espinoza, Procurement Director
Mr. Joel Garza, Multimodal Transportation Director

Agenda Title:
Agenda Item for the City Commission meeting of Tuesday, September 1, 2026.
"Consideration and Action to Authorize a Contract with 2GS LLC dba Earthworks Enterprises in the amount of $1,539,579.07 for Contract No. 141-26-BMT-IFB, for a term of 98 Calendar Days, Multimodal Transportation Department."

Executive Summary:

- Department: Multimodal Transportation Department
- Procurement Method: (IFB) Invitation For Bids
- Submittals Received: Three (3)
    - Anahuac Infrastructure LLC
    - 2GS LLC dba Earthworks Enterprises
    - Artillery LLC
- Contract Number: 141-26-BMT-IFB
- Vendor: 2GS LLC dba Earthworks Enterprises.
- Contract Amount: $1,539,579.07
- Term: 98 Calendar Days

Background:
The Multimodal Transportation Department requested the procurement of construction services for the Southmost Nature Trail Phase III project. The project will construct shared-use trail improvements and related infrastructure to enhance pedestrian and bicycle connectivity, improve safety, and support the City's transportation network.

Procurement Process:
The Procurement Department issued an Invitation for Bids (IFB) in accordance with Texas Local Government Code Chapter. The solicitation was advertised in the local newspaper and posted on the City's electronic bidding platform. Three (3) bids were received.

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
Three (3) bids were received in response to the solicitation. Anahuac Infrastructure LLC, the apparent low bidder, was determined to be nonresponsive in accordance with the solicitation requirements for failing to provide confirmation of TxDOT Confidential Bidder Questionnaire certification. Accordingly, 2GS LLC dba Earthworks Enterprise is the lowest responsive and responsible bidder with a bid amount of **$1,539,579.07** (see Exhibit A – Bid Tabulation).

Vendor Information:
2GS LLC dba Earthworks Enterprises
7100 W Expressway 83, Palmview, Tx 78572
Point of Contact: Humberto Garcia Jr.
Phone/Email: Beto@2gsllc.com

Exhibits & Supporting Documents:

- Exhibit A – Bid Analysis and Recommendation Letter(lowest responsive/responsible bidder).
- Exhibit B – TxDOT Recommendation Letter
- Exhibit C – Form 2 - Statement of Conflict of Interest
- Exhibit D – Form 3 - Texas Ethics Commission Certificate of Interested Parties (1295)

Recommendation:
The Procurement Department recommends that the City Commission authorize a contract with **2GS LLC dba Earthworks Enterprises** under the **Invitation for Bids (IFB)** procurement method in the amount of **$1,539,579.07** for **Contract No. 141-26-BMT-IFB**, with a term of **98 Calendar Days**.

July 24, 2026

Eduardo Saenz, P.E.
Transportation Engineer
TxDOT Pharr District
600 W. Expressway 83
Pharr, Texas 78577

Re: City of Brownsville Southmost Nature Trail Phase III Project Letter of Recommendation/Bid Analysis.
Solicitation Number 141-26-BMT-IFB CSJ:0921-06-360

Dear Mr. Saenz,

City of Brownsville (City) received three (3) bids for the Southmost Nature Trail Phase III project (CSJ 0921-06-360): Anahuac Infrastructure LLC, 2GS LLC dba Earthworks Enterprise, and Artillery LLC. The City has diligently evaluated the submissions for the referenced project and conducted a comprehensive review of all documentation. Subsequently, we collaborated with our engineering consultant, RRP Consulting Engineers, LLC, for a thorough bid analysis.

Based on the City's Invitation to Bid Section 3: Bid Submission Requirements, Anahuac Infrastructure, LLC was determined to be nonresponsive as they did not provide confirmation of TxDOT Confidential Bidder Questionnaire certification. Otherwise, as per the Bid Analysis, it has been determined that the bids are staisfactory and no "unbalance" in te bids were identified.

As stated in the attached Engineer's Letter of Recommendation, it is our recommendation to award the contract to the lowest bidder, 2BS LLC dba Earthworks Enterprise.

If you should have any questions or comments, feel free to contact me.

Respectfully yours,

J. Joel Garza Jr.
City of Brownsville

July 24, 2026

Eva L Garcia
City of Brownsville
Multimodal Transportation
755 International Blvd.
Brownsville, TX 78520

Re: City of Brownsville Southmost Nature Trail Phase III Project
Letter of Recommendation/Bid Analysis. Solicitation Number 141-26-BMT-IFB

Dear Mrs. Garcia,

RRP Consulting Engineer's LLC has reviewed the bid information provided by three (3) bidders Anahuac Infrastructure LLC, 2GS LLC dba Earthworks Enterprise, and Artillery LLC for the Southmost Nature Trail Phase III Project. During tabulations of bids RRP did encounter differences related to rounding of unit prices to Anahuac Infrastructure, LLC for a total of $14.02 adjustment see Temp Sedmt Cont Fence Items and BIODEG Erosn Cont Logs 506 and 2GS, LLC dba Earthworks Enterprise total of $29.42 adjustment to Item 666-7417, see adjustment details in Schedule "A" attached to Bid Analysis.

Based on the bid tabulation and the findings of Anahuac Infrastructure, LLC as Nonresponsive, RRP Consulting Engineer's LLC did prepare a Bid Analysis with the two (2) remaining responsive bidders 2GS LLC dba Earthworks Enterprise tabulated bid of $1,539,579.07 is the lowest bidder, and Artillery, LLC as the second lowest bidder at $1,621,198.00. The 2GS, LLC dba Earthworks Enterprise bid of $1,539,579.07 is $81,618.93 or 5.30% under Artillery, LLC bid and $343,882.23 or 18.26% under the Engineer's Estimate of $1,883,461.30. We have attached Bid Analysis with respect to the Engineer's Estimate for your reference (is labeled Attachment 1).

We have reviewed the bid forms, bid bond, and other required bid documents as shown in the attached Bid Award Checklist (See Attachment 2). Based on the Bid Analysis it is our recommendation to award the contract to the lowest bidder, **2GS LLC dba Earthworks Enterprise.**

If you have any questions/comments or concerns, please contact me.

Respectfully Yours,

Abel Marroquin III, P.E.
Project Manager
Attachments: Bid Tabulation & Bid Analysis Worksheets

Attachment 1
ENGINEER'S Bid ANALYSIS REPORT AND TABULATION SCHEDULES

CITY OF BROWNSVILLE

SOUTHMOST NATURE TRAIL PHASE III

BID NO: 141-26-BMT-IFB

CSJ NO: 0921-05-360

BID ANALYSIS

PREPARED FOR: CITY OF BROWNSVILLE

PREPARED BY:

Attachment 1

Engineer's Bid Analysis Report

And Tabulation Schedules

CITY OF BROWNSVILLE

SOUTHMOST NATURE TRAIL PHASE III

BID ANALYSIS – BID NO: 141-26-BMT-IFB CSJ NO: 0921-06-360

Schedule "A" – Overall Bid Tabulation all Bidders with Bid Amounts of each Bidder compared to determine Differences and Percentages.

City of Brownsville (City) received Three (3) bids for the Southmost Nature Trail Phase III project, Anahuac Infrastructure, LLC, 2GS, LLC dba Earthworks Enterprise, and Artillery, LLC.

Based on the City of Brownsville's Invitation to Bid Section 3: Bid Submission Requirements, Anahuac Infrastructure, LLC was determined to be **NONRESPONSIVE** as they did not provide confirmation of TxDOT Confidential Bidder Questionnaire certification.

Schedule "A-1" – Overall Bid Tabulation with comparison of all bidders' unit prices and total prices.

- Engineer's Estimate initially at $1,712,237.30.
- Mobilization was not included as a bid item but rather added as a percentage of the Engineer's Estimate at $171,224.00.
- Engineer's Estimate for evaluation at $1, 883,461.30
- 2GS, LLC dba Earthworks Enterprise is the lowest bidder at $1,539,579.07
- 2GS, LLC dba Earthworks Enterprise is $81,618.93 or 5.30% under Artillery, LLC bid and $343,882.23 or 18.26% under the Engineer's Estimate of $1,883,461.30.
- Artillery, LLC is the second lowest bidder at $1,621,198.00.

Bidders Total Bid Amount is compared to Engineer's Total Estimate Cost amount in table below.

ITEMS OF WORK	ENGINEER'S ESTIMATE	2GS, LLC BID AMOUNT	ARTILLERY BID AMOUNT		2GS, LLC COMPARED TO ARTILLERY LLC
EST/BIDS	$1,883,461.30	$1,539,579.07	$1,621,198.00		$81,618.93
ENGINEER'S EST LESS EACH BIDDER BID AMT	% AMT/UNDER ENGINEER'S ESTIMATE	$343,882.23 18.26%	$262,263.30 13.92%		$81,618.93 5.30% AMT 2GS LLC UNDER ARTILLERY LLC

Schedule "B" – Engineer's Estimate unit prices and total cost for each item

The major items were selected based on 5% of total bid or $100,000 as per Item 1L Abbreviation and Definitions of 2024 Specifications.

Below is comparison of the selected major items.

- **Item No. 100-7002 PREPARING ROW**
  Engineer's total estimate cost of **PREPARING ROW**
  work is $715,000.00 or 37.96% of the Engineer's Estimate cost amount $1,883,461.30.

- 2GS, LLC total bid cost amount of **PREPARING ROW** work is $115,000.00 or 7.47% of their total Bid of $1,539,579.07. In comparison their percentage (7.47% less 37.96%) is 30.49% below the Engineer's percentage.

- Artillery, LLC total bid cost amount of **PREPARING ROW** work is $125,000.00 or 7.71% of their total Bid of $1,621,198.00. In comparison their percentage (7.71% less 37.96%) is 30.25% below the Engineer's percentage.

- **Item No. 110-7001 EXCAV (ROADWAY)**
  Engineer's total estimate cost of **EXCAV (ROADWAY)**
  work is $15,391.20 or 0.82% of the Engineer's Estimate cost amount $1,883,461.30.

- 2GS, LLC total bid cost amount of **EXCAV (ROADWAY)** work is $65,296.00 or 4.24% of their total Bid of $1,539,579.07. In comparison their percentage (4.24% less 0.82%) is 3.42% above the Engineer's percentage.

- Artillery, LLC total bid cost amount of **EXCAV (ROADWAY)** work is $46,640.00 or 2.88% of their total Bid of $1,621,198.00. In comparison their percentage (2.88% less 0.82%) is 2.06% above the Engineer's percentage.

- **Item No. 164-7042 DRILL SEED (PERM_RURAL_CLAY)**
  Engineer's total estimate cost of **DRILL SEED (PERM_RURAL_CLAY)**
  work is $1,760.00 or 0.09% of the Engineer's Estimate cost amount $1,883,461.30.

- 2GS, LLC total bid cost amount of **DRILL SEED (PERM_RURAL_CLAY)** work is $4,830.00 or 0.31% of their total Bid of $1,539,579.07. In comparison their percentage (0.31% less 0.09%) is 0.22% above the Engineer's percentage.

- Artillery, LLC total bid cost amount of **DRILL SEED (PERM_RURAL_CLAY)** work is $16,000.00 or 0.99% of their total Bid of $1,621,198.00. In comparison their percentage (0.99% less 0.09%) is 0.89% above the Engineer's percentage.

- **Item No. 164-7045 DRILL SEED (TEMP)(WARM)**
  Engineer's total estimate cost of **DRILL SEED (TEMP)(WARM)**
  work is $1,760.00 or 0.09% of the Engineer's Estimate cost amount $1,883,461.30.

- 2GS, LLC total bid cost amount of **DRILL SEED (TEMP)(WARM)** work is $4,410.00 or 0.29% of their total Bid of $1,539,579.07. In comparison their percentage (0.29% less 0.09%) is 0.19% above the Engineer's percentage.

- Artillery, LLC total bid cost amount of **DRILL SEED (TEMP)(WARM)** work is $16,000.00 or 0.99% of their total Bid of $1,621,198.00. In comparison their percentage (0.99% less 0.09%) is 0.89% above the Engineer's percentage.

- **Item No. 168-7001 VEGETATIVE WATERING**
  Engineer's total estimate cost of **VEGETATIVE WATERING**
  work is $2,403.50 or 0.13% of the Engineer's Estimate cost amount $1,883,461.30.

- 2GS, LLC total bid cost amount of **VEGETATIVE WATERING** work is $10,695.00 or 0.69% of their total Bid of $1,539,579.07. In comparison their percentage (0.69% less 0.13%) is 0.57% above the Engineer's percentage.

- Artillery, LLC total bid cost amount of **VEGETATIVE WATERING** work is $2,875.00 or 0.18% of their total Bid of $1,621,198.00. In comparison their percentage (0.18% less 0.13%) is 0.05% above the Engineer's percentage.

- **Item No. 216-7001 PROOF ROLLING**
  Engineer's total estimate cost of **PROOF ROLLING**
  work is $1,292.50 or 0.07% of the Engineer's Estimate cost amount $1,883,461.30.

- 2GS, LLC total bid cost amount of **PROOF ROLLING** work is $1,625.00 or 0.11% of their total Bid of $1,539,579.07. In comparison their percentage (0.11% less 0.07%) is 0.04% above the Engineer's percentage.

- Artillery, LLC total bid cost amount of **PROOF ROLLING** work is $7,500.00 or 0.46% of their total Bid of $1,621,198.00. In comparison their percentage (0.46% less 0.07%) is 0.39% above the Engineer's percentage.

- **Item No. 247-7259 FL BS (RDWY DEL)(TY A GR 1-2)(FNAL POS)**
  Engineer's total estimate cost of **FL BS (RDWY DEL)(TY A GR 1-2)(FNAL POS)** work is $133,003.20 or 7.06% of the Engineer's Estimate cost amount $1,883,461.30.

- 2GS, LLC total bid cost amount of **FL BS (RDWY DEL)(TY A GR 1-2)(FNAL POS)** work is $288,540.00 or 18.74% of their total Bid of $1,539,579.07. In comparison their percentage (18.74% less 7.06%) is 11.68% above the Engineer's percentage.

- Artillery, LLC total bid cost amount of **FL BS (RDWY DEL)(TY A GR 1-2)(FNAL POS)** work is $89,310.00 or 5.51% of their total Bid of $1,621,198.00. In comparison their percentage (5.51% less 7.06%) is 1.55% below the Engineer's percentage.

- **Item No. 531-7003 CONC SIDWALKS (6")**
  Engineer's total estimate cost of **CONC SIDWALKS (6")** work is $293,947.50 or 15.61% of the Engineer's Estimate cost amount $1,883,461.30.

- 2GS, LLC total bid cost amount of **CONC SIDWALKS (6")** work is $256,536.00 or 16.66% of their total Bid of $1,539,579.07. In comparison their percentage (16.66% less 15.61%) is 1.06% above the Engineer's percentage.

- Artillery, LLC total bid cost amount of **CONC SIDWALKS (6")** work is $384,804.00 or 23.74% of their total Bid of $1,621,198.00. In comparison their percentage (23.74% less 15.61%) is 8.13% above the Engineer's percentage.

- **Item No. 6099-7001 PEDESTRIAN ILLUMINATION ASSEMBLY**
  Engineer's total estimate cost of **PEDESTRIAN ILLUMINATION ASSEMBLY** work is $206,250.00 or 10.95% of the Engineer's Estimate cost amount $1,883,461.30.

- 2GS, LLC total bid cost amount of **PEDESTRIAN ILLUMINATION ASSEMBLY** work is $346,500.00 or 22.51% of their total Bid of $1,539,579.07. In comparison their percentage (22.51% less 10.95%) is 11.56% above the Engineer's percentage.

- Artillery, LLC total bid cost amount of **PEDESTRIAN ILLUMINATION ASSEMPLY** work is $225,000.00 or 13.88% of their total Bid of $1,621,198.00. In comparison their percentage (13.88% less 10.95%) is 2.93% above the Engineer's percentage.

Schedule "C" – Unit Price Analysis with Respect to Engineer's Estimate by Item No.

The bid analysis process undertaken by RRP Consulting Engineer's, LLC did include an examination of the unit prices for reasonable conformance with the estimated prices, (see Schedule "C").

- Unit Prices for work Item No. 100-7002 PREPARING ROW
    - Engineer's Estimate – Qty. 100 STA X Unit Price $7,150.00 = $715,000.00
    - 2GS, LLC Unit Price $1,150.00 = $115,000.00
      Qty. 100 STA X Unit Price difference of $6,000.00 = $600,000.00 under or 83.92% lower than Engineer's Estimate Amount.
    - Artillery, LLC Unit Price $1,250.00 = $125,000.00
      Qty. 100 STA X Unit Price difference $5,900.00 = $590,000.00 under or 82.52% lower than Engineer's Estimate Amount.

- Unit Prices for work Item No. 110-7001 EXCAV (ROADWAY)
    - Engineer's Estimate – Qty. 2332 CY X Unit Price $6.60 = $15,391.20
    - 2GS, LLC Unit Price $28.00 = $65,296.00
      Qty. 2332 CY X Unit Price difference of $21.40 = $49,904.80 over or 324.24% higher than Engineer's Estimate Amount.
    - Artillery, LLC Unit Price $20.00 = $46,640.00
      Qty. 2332 CY X Unit Price difference $13.40 = $31,248.80 over or 203.03% higher than Engineer's Estimate Amount.

- Unit Prices for work Item No. 164-7042 DRILL SEED (PERM_RURAL_CLAY)
    - Engineer's Estimate – Qty. 2 AC X Unit Price $880.00 = $1,760.00
    - 2GS, LLC Unit Price $2,215.00 = $4,830.00
      Qty. 2 AC X Unit Price difference of $1,535.00 = $3,070.00 over or 174.43% higher than Engineer's Estimate Amount.
    - Artillery, LLC Unit Price $8,000.00 = $16,000.00
      Qty. 2 AC X Unit Price difference $7120.00 = $14,240.00 over or 809.09% higher than Engineer's Estimate Amount.

- Unit Prices for work Item No. 164-7045 DRILL SEED (TEMP)(WARM)
    - Engineer's Estimate – Qty. 2 AC X Unit Price $880.00 = $1,760.00
    - 2GS, LLC Unit Price $2,205.00 = $4,410.00
      Qty. 2 AC X Unit Price difference of $1,325.00 = $2,650.00 over or 150.57% higher than Engineer's Estimate Amount.
    - Artillery, LLC Unit Price $8,000.00 = $16,000.00
      Qty. 2 AC X Unit Price difference $7120.00 = $14,240.00 over or 809.09% higher than Engineer's Estimate Amount.

- Unit Prices for work Item No. 168-7001 VEGETATIVE WATERING
    - Engineer's Estimate – Qty. 115 TGL X Unit Price $20.90 = $2,403.50
    - 2GS, LLC Unit Price $93.00 = $10,695.00
      Qty. 115 TGL X Unit Price difference of $72.10 = $8,291.50 over or 344.98% higher than Engineer's Estimate Amount.
    - Artillery, LLC Unit Price $25.00 = $2,875.00
      Qty. 115 TGL X Unit Price difference $4.10 = $471.50 over or 19.62% higher than Engineer's Estimate Amount.

- Unit Prices for work Item No. 216-7001 PROOF ROLLING
    - Engineer's Estimate – Qty. 25 HR X Unit Price $51.70 = $1,292.50
    - 2GS, LLC Unit Price $65.00 = $1,625.00
      Qty. 25 HR X Unit Price difference of $13.30 = $332.50 over or 25.73% higher than Engineer's Estimate Amount.
    - Artillery, LLC Unit Price $300.00 = $7,500.00
      Qty. 25 HR X Unit Price difference $248.30 = $6,207.50 over or 480.27% higher than Engineer's Estimate Amount.

- Unit Prices for work Item No. 247-7259 FL BS (RDWY DEL)(TY A GR 1-2)(FNAL POS)
    - Engineer's Estimate – Qty. 1374 CY X Unit Price $96.80 = $133,003.20
    - 2GS, LLC Unit Price $210.00 = $288,540.00
      Qty. 1374 CY X Unit Price difference of $113.20 = $155,536.80 over or 116.94% higher than Engineer's Estimate Amount.
    - Artillery, LLC Unit Price $65.00 = $89,310.00
      Qty. 1374 CY X Unit Price difference $31.80 = $43,693.20 under or 32.85% lower than Engineer's Estimate Amount.

- Unit Prices for work Item No. 531-7003 CONC SIDEWALKS (6")
    - Engineer's Estimate – Qty. 3563 SY X Unit Price $82.50 = $293,947.50
    - 2GS, LLC Unit Price $72.00 = $256,536.00
      Qty. 3563 SY X Unit Price difference of $10.50 = $37,411.50 under or 12.73% lower than Engineer's Estimate Amount.
    - Artillery, LLC Unit Price $108.00 = $384,804.00
      Qty. 3563 SY X Unit Price difference $25.50 = $90,856.50 over or 30.91% higher than Engineer's Estimate Amount.

- Unit Prices for work Item No. 6099-7001 PEDESTRIAN ILLUMINATION ASSEMBLY
    - Engineer's Estimate – Qty. 25 EA X Unit Price $8,250.00 = $206,250.00
    - 2GS, LLC Unit Price $13,860.00 = $346,500.00
      Qty. 25 EA X Unit Price difference of $5,610.00 = $140,250.00 over or 68.00% higher than Engineer's Estimate Amount.
    - Artillery, LLC Unit Price $9,000.00 = $225,000.00
      Qty. 25 EA X Unit Price difference $750.00 = $18,750.50 over or 9.09% higher than Engineer's Estimate Amount.

Summary of Major Items contributing to Total Over Engineer's Estimate by Item Number as detailed in Schedule "D".

The Engineer's Estimate of $1,883,461.30 when compared 2GS, LLC dba Earthwork Enterprise bid amount of $1,539,579.07 there is a total difference of $343,882,23 under. The list shown are of major items' percentages above or below compared to the Engineer's Estimate for all responsive bidders.

- 2GS, LLC dba Earthwork Enterprise Over / Under when compared to Engineer's Estimate.

Item No. 110-7002 PREPARING ROW	$ 600,000.00	under	83.92%
Item No. 110-7001 EXCAV (ROADWAY)	$ 49,904.80	over	324.24%
Item No. 164-7045 DRILL SEED (PERM_RURAL_CLAY)	$ 3,070.00	over	174.43%
Item No. 164-7045 DRILL SEED (TEMP)(WARM)	$ 2,650.00	over	150.57%
Item No. 168-7001 VEGETATIVE WATERING	$ 8,291.50	over	344.98%
Item No. 216-7001 PROOF ROLLING	$ 332.50	over	25.73%
Item No. 247-7259 FL BS (RDWY DEL)(TY A GR 1-2)(FNAL POS)	$ 155,536.80	over	116.94%
Item No. 531-7003 CONC SIDEWALKS (6")	$ 37,411.50	under	12.73%
Item No. 6099-7001 PEDESTRIAN ILLUMINATION ASSEMBLY	$ 140,250.00	over	68.00%
TOTAL SUMMARY ITEMS OVER ENGINEER'S ESTIMATE	$ 360,035.60		
TOTAL SUMMARY ITEMS UNDER ENGINEERS ESTIMATE	$ 637,411.50		

- Artillery, LLC Over / Under when compared to Engineer's Estimate.

Item No. 110-7002 PREPARING ROW	$ 590,000.00	under	82.52%
Item No. 110-7001 EXCAV (ROADWAY)	$ 31,248.80	over	203.03%
Item No. 164-7045 DRILL SEED (PERM_RURAL_CLAY)	$ 14,240.00	over	809.09%
Item No. 164-7045 DRILL SEED (TEMP)(WARM)	$ 14,240.00	over	809.09%
Item No. 168-7001 VEGETATIVE WATERING	$ 471.50	over	19.62%
Item No. 216-7001 PROOF ROLLING	$ 6,207.50	over	480.27%
Item No. 247-7259 FL BS (RDWY DEL)(TY A GR 1-2)(FNAL POS)	$ 43,693.20	under	32.85%
Item No. 531-7003 CONC SIDEWALKS (6")	$ 90,856.50	over	30.91%
Item No. 6099-7001 PEDESTRIAN ILLUMINATION ASSEMBLY	$ 18,750.00	over	9.09%
TOTAL SUMMARY ITEMS OVER ENGINEER'S ESTIMATE	$ 176,014.30		
TOTAL SUMMARY ITEMS UNDER ENGINEERS ESTIMATE	$ 633,693.20		

Bid Analysis Considerations

Each Bidder's precent to total Bid Amount for each bid item was compared to Engineer's percent to total Estimate cost amount to assist in the determination of potential unbalanced bid items see details in Schedule "B". The examination/comparison of Bidder's unit prices and total bid amounts to the Engineer's Estimate were made in Schedule "C". The analysis performed related to both Schedules B and C did result in identifying a total of nine (9) items as shown in Schedule D titled Major Items.

Of the nine (9) significant items there were six (6) items PREP ROW, EXCAV (ROADWAY), DRILL SEEDING, VEGETATIVE WATERING, AND PROOF ROLLING, required closer review of the engineer's unit cost.

Bid Analysis Summary

As per the Bid Analysis, it has been determined that the bids are satisfactory and no "unbalance" in the bids were identified. It is recommended, based on the Bid Analysis, that the Low Bidder 2GS, LLC dba Earthwork Enterprise be awarded the contract.

Schedule "A"

Bid Tabulation

SCHEDULE A
SOUTHMOST NATURE TRAIL PHASE III
BID No. 141-26-BMT-IFB
BID TABULATION
Bid Opening 05/21/2026

REF NO.	ITEM NO.	DESC CODE	DESCRIPTION	UNIT	QUANTITY (Q)	ANAHUAC INFRASTRUCTURE, LLC. * NONRESPONSIVE		2GS LLC, DBA EARTHWORKS ENTERPRISE		ARTILLERY, LLC							
						UNIT PRICE (ANA UP)	TABULATED BID AMOUNT (Q) * (ANA UP)	UNIT PRICE (2GS UP)	TABULATED BID AMOUNT (Q) * (2GS UP)	UNIT PRICE (ART UP)	TABULATED BID AMOUNT (Q) * (ART UP)						
1	100	7002	PREPARING ROW	STA	100	$ 598.69	$ 59,869.00	$ 1,150.00	$ 115,000.00	$ 1,250.00	$ 125,000.00						
2	104	7011	REMOV CONC (DRIVEWAYS)	SY	126	$ 20.00	$ 2,520.00	$ 39.00	$ 4,914.00	$ 36.00	$ 4,536.00						
3	104	7013	REMOV CONC (SIDEWALK, RAMP OR SUP)	SY	260	$ 20.00	$ 5,200.00	$ 34.00	$ 8,840.00	$ 36.00	$ 9,360.00						
4	104	7017	REMOV CONC (CURB & GUTTER)	LF	273	$ 20.00	$ 5,460.00	$ 8.00	$ 2,184.00	$ 12.00	$ 3,276.00						
5	110	7001	EXCAV (ROADWAY)	CY	2332	$ 21.70	$ 50,604.40	$ 28.00	$ 65,296.00	$ 20.00	$ 46,640.00						
6	132	7002	EMBANK (FNL)(DC)(TY A)	CY	103	$ 42.25	$ 4,351.75	$ 26.00	$ 2,678.00	$ 50.00	$ 5,150.00						
7	160	7002	FURN & PLACE TOPSOIL (4")	SY	100	$ 10.00	$ 1,000.00	$ 21.00	$ 2,100.00	$ 40.00	$ 4,000.00						
8	164	7042	DRILL SEED (PERM_RURAL_CLAY)	AC	2	$ 3,105.00	$ 6,210.00	$ 2,415.00	$ 4,830.00	$ 8,000.00	$ 16,000.00						
9	164	7045	DRILL SEED (TEMP)(WARM)	AC	2	$ 2,835.00	$ 5,670.00	$ 2,205.00	$ 4,410.00	$ 8,000.00	$ 16,000.00						
10	168	7001	VEGETATIVE WATERING	TGL	115	$ 83.97	$ 9,656.55	$ 93.00	$ 10,695.00	$ 25.00	$ 2,875.00						
11	204	7001	SPRINKLING (DUST CONTROL)	TGL	23	$ 30.00	$ 690.00	$ 93.00	$ 2,139.00	$ 150.00	$ 3,450.00						
12	216	7001	PROOF ROLLING	HR	25	$ 300.00	$ 7,500.00	$ 65.00	$ 1,625.00	$ 300.00	$ 7,500.00						
13	247	7259	FL BS (RDWY DEL)(TY A GR 1-2)(FNAL POS)	CY	1374	$ 90.00	$ 123,660.00	$ 210.00	$ 288,540.00	$ 65.00	$ 89,310.00						
14	250	7002	GEOGRID BASE REINFORCEMENT (TY 2)	SY	5496	$ 5.19	$ 28,524.24	$ 3.60	$ 19,785.60	$ 7.50	$ 41,220.00						
15	260	7005	LIME (COM OR QK)(SLURRY)	TON	45	$ 400.00	$ 18,000.00	$ 440.00	$ 19,800.00	$ 400.00	$ 18,000.00						
16	260	7006	LIME TRT (EXIST MATL)(6")	SY	5920	$ 4.73	$ 28,001.60	$ 2.50	$ 14,800.00	$ 7.00	$ 41,440.00						
17	310	7004	PRIME COAT (MC-30)	GAL	1100	$ 10.00	$ 11,000.00	$ 6.50	$ 7,150.00	$ 15.00	$ 16,500.00						
18	341	7044	D-GR HMA TY-D SAC-A PG64-22	TON	419	$ 246.62	$ 103,333.78	$ 160.00	$ 67,040.00	$ 300.00	$ 125,700.00						
19	416	7040	DRILL SHFT (RDWY ILL POLE)(30")	LF	250	$ 292.50	$ 73,125.00	$ 262.50	$ 65,625.00	$ 400.00	$ 100,000.00						
20	450	7063	RAIL (HANDRAIL)(TY F)	LF	50	$ 329.40	$ 16,470.00	$ 385.00	$ 19,250.00	$ 500.00	$ 25,000.00						
21	464	7003	RC PIPE (CL III)(18 IN)	LF	44	$ 143.78	$ 6,326.32	$ 79.00	$ 3,476.00	$ 150.00	$ 6,600.00						
22	467	7307	SET (TY II)(18 IN)(RCP)(6:1)(C)	EA	4	$ 1,094.25	$ 4,377.00	$ 1,800.00	$ 7,200.00	$ 2,500.00	$ 10,000.00						
23	479	7004	ADJUSTING MANHOLES (UTILITY BOX)	EA	2	$ 1,600.00	$ 3,200.00	$ 350.00	$ 700.00	$ 1,000.00	$ 2,000.00						
24	479	7007	ADJUSTING MANHOLES (WATER VALVE BOX)	EA	1	$ 1,600.00	$ 1,600.00	$ 350.00	$ 350.00	$ 1,000.00	$ 1,000.00						
25	479	7008	ADJUSTING MANHOLES (WATER METER)	EA	1	$ 300.00	$ 300.00	$ 350.00	$ 350.00	$ 1,000.00	$ 1,000.00						
26	502	7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	5	$ 1,687.50	$ 8,437.50	$ 2,800.00	$ 14,000.00	$ 5,000.00	$ 25,000.00						
27	505	7003	TMA (MOBILE OPERATION)(3 TRUCKS)	DAY	2	$ 3,507.30	$ 7,014.60	$ 3,400.00	$ 6,800.00	$ 1,000.00	$ 2,000.00						
28	506	7021	CONSTRUCTION EXITS (INSTALL)(TY 2)	SY	234	$ 50.00	$ 11,700.00	$ 18.00	$ 4,212.00	$ 15.00	$ 3,510.00						
29	506	7024	CONSTRUCTION EXITS (REMOVE)	SY	234	$ 15.00	$ 3,510.00	$ 6.00	$ 1,404.00	$ 6.00	$ 1,404.00	BID COST	DIFF	BID PRICE	DIFF	CHECK	
30	506	7039	TEMP SEDMT CONT FENCE (INSTALL)	LF	2715	$ 5.20	$ 14,118.00	$ 4.04	$ 10,968.60	$ 10.00	$ 27,150.00	$ 14,111.21	$ 6.79	$ 5.1975	$ 0.0025	$ 14,111.21	
31	506	7041	TEMP SEDMT CONT FENCE (REMOVE)	LF	2715	$ 1.69	$ 4,588.35	$ 1.31	$ 3,556.65	$ 3.00	$ 8,145.00	$ 4,581.56	$ 6.79	$ 1.6875	$ 0.0025	$ 4,581.56	
32	506	7044	BIODEG EROSN CONT LOGS (INSTALL)(12')	LF	90	$ 7.90	$ 711.00	$ 6.14	$ 552.60	$ 25.00	$ 2,250.00	$ 710.78	$ 0.22	$ 7.8976	$ 0.0024	$ 710.78	
33	506	7046	BIODEG EROSN CONT LOGS (REMOVE)	LF	90	$ 1.69	$ 152.10	$ 1.31	$ 117.90	$ 10.00	$ 900.00	$ 151.88	$ 0.22	$ 1.6876	$ 0.0024	$ 151.88	
34	529	7009	CONC CURB & GUTTER (TY II)	LF	183	$ 59.00	$ 10,797.00	$ 40.00	$ 7,320.00	$ 60.00	$ 10,980.00		$ 14.02				
35	530	7006	DRIVEWAYS (CONC)	SY	262	$ 100.00	$ 26,200.00	$ 89.00	$ 23,318.00	$ 108.00	$ 28,296.00						
36	531	7003	CONC SIDEWALKS (6")	SY	3563	$ 100.00	$ 356,300.00	$ 72.00	$ 256,536.00	$ 108.00	$ 384,804.00						
37	531	7005	CURB RAMPS (TY 1)	EA	5	$ 2,100.00	$ 10,500.00	$ 2,900.00	$ 14,500.00	$ 3,000.00	$ 15,000.00						
38	531	7006	CURB RAMPS (TY 2)	EA	6	$ 2,100.00	$ 12,600.00	$ 2,800.00	$ 16,800.00	$ 3,000.00	$ 18,000.00						
39	531	7008	CURB RAMPS (TY 5)	EA	1	$ 2,200.00	$ 2,200.00	$ 5,900.00	$ 5,900.00	$ 4,000.00	$ 4,000.00						
40	531	7011	CURB RAMPS (TY 10)	EA	4	$ 2,200.00	$ 8,800.00	$ 2,900.00	$ 11,600.00	$ 3,000.00	$ 12,000.00						
41	550	7007	CHAIN LINK FENCE (REMOVE)	LF	40	$ 25.00	$ 1,000.00	$ 12.00	$ 480.00	$ 50.00	$ 2,000.00						
42	6099	7001	PEDESTRIAN ILLUMINATION ASSEMBLY	EA	25	$ 8,775.00	$ 219,375.00	$ 13,860.00	$ 346,500.00	$ 9,000.00	$ 225,000.00						
43	644	7001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	38	$ 1,336.00	$ 50,768.00	$ 576.45	$ 21,905.10	$ 1,300.00	$ 49,400.00						
44	666	7030	REFL PAV MRK TY I (W)12"(SLD)(100MIL)	LF	76	$ 5.50	$ 418.00	$ 6.09	$ 462.84	$ 6.00	$ 456.00						
45	666	7036	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	2016	$ 11.00	$ 22,176.00	$ 9.24	$ 18,627.84	$ 8.00	$ 16,128.00						
46	666	7084	REFL PAV MRK TY I (W)(SYMBOL)(100MIL)	EA	30	$ 162.00	$ 4,860.00	$ 304.50	$ 9,135.00	$ 325.00	$ 9,750.00						
47	666	7093	REFL PAV MRK TY I (W)(BIKE ARW)(100MIL)	EA	14	$ 110.00	$ 1,540.00	$ 189.00	$ 2,646.00	$ 200.00	$ 2,800.00						
48	666	7099	REFL PAV MRK TY I (W)(BIKE SYML)(100MIL)	EA	14	$ 135.00	$ 1,890.00	$ 189.00	$ 2,646.00	$ 300.00	$ 4,200.00	BID COST	DIFF	BID PRICE	DIFF	CHECK	
49	666	7417	REFL PAV MRK TY I (Y)4"(SLD)(100MIL)	LF	5884	$ 1.22	$ 7,178.48	$ 1.16	$ 6,825.44	$ 2.00	$ 11,768.00	$ 6,796.02	$ 29.42	$ 1.1550	$ 0.0650	$ 6,796.02	
50	677	7008	ELIM EXT PM & MRKS (24")	LF	950	$ 6.00	$ 5,700.00	$ 5.25	$ 4,987.50	$ 6.00	$ 5,700.00						
51	5005	7001	REMOVABLE BOLLARD	EA	8	$ 3,300.00	$ 26,400.00	$ 980.00	$ 7,840.00	$ 3,000.00	$ 24,000.00						
52	5071	7001	REMOVE AND REPLACE LANDSCAPE FENCE	LF	20	$ 100.00	$ 2,000.00	$ 58.00	$ 1,160.00	$ 250.00	$ 5,000.00						
						BID TOTAL (TABULATED)	$ 1,397,583.67	BID TOTAL (TABULATED)	$ 1,539,579.07	BID TOTAL (TABULATED)	$ 1,621,198.00						
						BID TOTAL (SUBMITTED)	$ 1,397,569.65	BID TOTAL (SUBMITTED)	$ 1,539,549.65	BID TOTAL (SUBMITTED)	$ 1,621,198.00						
						DIFFERENCE	$ 14.02	DIFFERENCE	$ 29.42	DIFFERENCE	$ -						
						NONRESPONSIVE		1ST LOWEST BID		2ND LOWEST BID							

CORRECTED COST BASED ON UNIT PRICE

BID TOTAL SUBMITTED AND READ ALOUD	$	1,397,569.65	$ 1,539,549.65 $ 1,621,198.00
DIFFERENCE BETWEEN TABULATED AND SUBMITTED	$	14.02	$ 29.42 $ -

DIFFERENCES ARE RELATED TO THE ROUNDING OF UNIT BID PRICES BY ANAHUAC AND 2GS LLC, DBA EARTHWORKS

Schedule "A-1"

Bid Tabulation With Total Bid Difference & Percentages

SCHEDULE A-1
SOUTHMOST NATURE TRAIL PHASE III
BID No. 141-26-BMT-IFB
BID TABULATION WITH TOTAL BID DIFFERENCE & PERCENTAGE
Bid Opening 05/21/2026

REF NO.	ITEM NO.	DESC CODE	DESCRIPTION	UNIT	QUANTITY (Q)	2GS LLC, DBA EARTHWORKS ENTERPRISE		ARTILLERY, LLC		(UNDER) OVER
						UNIT PRICE (2GS UP)	TABULATED BID AMOUNT (Q) * (2GS UP)	UNIT PRICE (ART UP)	TABULATED BID AMOUNT (Q) * (ART UP)	TABULATED BID AMOUNT 2GS LLC LESS ARTILLERY LLC
1	100	7002	PREPARING ROW	STA	100	$ 1,150.00	$ 115,000.00	$ 1,250.00	$ 125,000.00	$ (10,000.00)
2	104	7011	REMOV CONC (DRIVEWAYS)	SY	126	$ 39.00	$ 4,914.00	$ 36.00	$ 4,536.00	$ 378.00
3	104	7013	REMOV CONC (SIDEWALK, RAMP OR SUP)	SY	260	$ 34.00	$ 8,840.00	$ 36.00	$ 9,360.00	$ (520.00)
4	104	7017	REMOV CONC (CURB & GUTTER)	LF	273	$ 8.00	$ 2,184.00	$ 12.00	$ 3,276.00	$ (1,092.00)
5	110	7001	EXCAV (ROADWAY)	CY	2332	$ 28.00	$ 65,296.00	$ 20.00	$ 46,640.00	$ 18,656.00
6	132	7002	EMBANK (FNL)(DC)(TY A)	CY	103	$ 26.00	$ 2,678.00	$ 50.00	$ 5,150.00	$ (2,472.00)
7	160	7002	FURN & PLACE TOPSOIL (4")	SY	100	$ 21.00	$ 2,100.00	$ 40.00	$ 4,000.00	$ (1,900.00)
8	164	7042	DRILL SEED (PERM_RURAL_CLAY)	AC	2	$ 2,415.00	$ 4,830.00	$ 8,000.00	$ 16,000.00	$ (11,170.00)
9	164	7045	DRILL SEED (TEMP)(WARM)	AC	2	$ 2,205.00	$ 4,410.00	$ 8,000.00	$ 16,000.00	$ (11,590.00)
10	168	7001	VEGETATIVE WATERING	TGL	115	$ 93.00	$ 10,695.00	$ 25.00	$ 2,875.00	$ 7,820.00
11	204	7001	SPRINKLING (DUST CONTROL)	TGL	23	$ 93.00	$ 2,139.00	$ 150.00	$ 3,450.00	$ (1,311.00)
12	216	7001	PROOF ROLLING	HR	25	$ 65.00	$ 1,625.00	$ 300.00	$ 7,500.00	$ (5,875.00)
13	247	7259	FL BS (RDWY DEL)(TY A GR 1-2)(FNAL POS)	CY	1374	$ 210.00	$ 288,540.00	$ 65.00	$ 89,310.00	$ 199,230.00
14	250	7002	GEOGRID BASE REINFORCEMENT (TY 2)	SY	5496	$ 3.60	$ 19,785.60	$ 7.50	$ 41,220.00	$ (21,434.40)
15	260	7005	LIME (COM OR QK)(SLURRY)	TON	45	$ 440.00	$ 19,800.00	$ 400.00	$ 18,000.00	$ 1,800.00
16	260	7006	LIME TRT (EXIST MATL)(6")	SY	5920	$ 2.50	$ 14,800.00	$ 7.00	$ 41,440.00	$ (26,640.00)
17	310	7004	PRIME COAT (MC-30)	GAL	1100	$ 6.50	$ 7,150.00	$ 15.00	$ 16,500.00	$ (9,350.00)
18	341	7044	D-GR HMA TY-D SAC-A PG64-22	TON	419	$ 160.00	$ 67,040.00	$ 300.00	$ 125,700.00	$ (58,660.00)
19	416	7040	DRILL SHFT (RDWY ILL POLE)(30")	LF	250	$ 262.50	$ 65,625.00	$ 400.00	$ 100,000.00	$ (34,375.00)
20	450	7063	RAIL (HANDRAIL)(TY F)	LF	50	$ 385.00	$ 19,250.00	$ 500.00	$ 25,000.00	$ (5,750.00)
21	464	7003	RC PIPE (CL III)(18 IN)	LF	44	$ 79.00	$ 3,476.00	$ 150.00	$ 6,600.00	$ (3,124.00)
22	467	7307	SET (TY II)(18 IN)(RCP)(6:1)(C)	EA	4	$ 1,800.00	$ 7,200.00	$ 2,500.00	$ 10,000.00	$ (2,800.00)
23	479	7004	ADJUSTING MANHOLES (UTILITY BOX)	EA	2	$ 350.00	$ 700.00	$ 1,000.00	$ 2,000.00	$ (1,300.00)
24	479	7007	ADJUSTING MANHOLES (WATER VALVE BOX)	EA	1	$ 350.00	$ 350.00	$ 1,000.00	$ 1,000.00	$ (650.00)
25	479	7008	ADJUSTING MANHOLES (WATER METER)	EA	1	$ 350.00	$ 350.00	$ 1,000.00	$ 1,000.00	$ (650.00)
26	502	7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	5	$ 2,800.00	$ 14,000.00	$ 5,000.00	$ 25,000.00	$ (11,000.00)
27	505	7003	TMA (MOBILE OPERATION)(3 TRUCKS)	DAY	2	$ 3,400.00	$ 6,800.00	$ 1,000.00	$ 2,000.00	$ 4,800.00
28	506	7021	CONSTRUCTION EXITS (INSTALL)(TY 2)	SY	234	$ 18.00	$ 4,212.00	$ 15.00	$ 3,510.00	$ 702.00
29	506	7024	CONSTRUCTION EXITS (REMOVE)	SY	234	$ 6.00	$ 1,404.00	$ 6.00	$ 1,404.00	$ -
30	506	7039	TEMP SEDMT CONT FENCE (INSTALL)	LF	2715	$ 4.04	$ 10,968.60	$ 10.00	$ 27,150.00	$ (16,181.40)
31	506	7041	TEMP SEDMT CONT FENCE (REMOVE)	LF	2715	$ 1.31	$ 3,556.65	$ 3.00	$ 8,145.00	$ (4,588.35)
32	506	7044	BIODEG EROSN CONT LOGS (INSTALL)(12')	LF	90	$ 6.14	$ 552.60	$ 25.00	$ 2,250.00	$ (1,697.40)
33	506	7046	BIODEG EROSN CONT LOGS (REMOVE)	LF	90	$ 1.31	$ 117.90	$ 10.00	$ 900.00	$ (782.10)
34	529	7009	CONC CURB & GUTTER (TY II)	LF	183	$ 40.00	$ 7,320.00	$ 60.00	$ 10,980.00	$ (3,660.00)
35	530	7006	DRIVEWAYS (CONC)	SY	262	$ 89.00	$ 23,318.00	$ 108.00	$ 28,296.00	$ (4,978.00)
36	531	7003	CONC SIDEWALKS (6")	SY	3563	$ 72.00	$ 256,536.00	$ 108.00	$ 384,804.00	$ (128,268.00)
37	531	7005	CURB RAMPS (TY 1)	EA	5	$ 2,900.00	$ 14,500.00	$ 3,000.00	$ 15,000.00	$ (500.00)
38	531	7006	CURB RAMPS (TY 2)	EA	6	$ 2,800.00	$ 16,800.00	$ 3,000.00	$ 18,000.00	$ (1,200.00)
39	531	7008	CURB RAMPS (TY 5)	EA	1	$ 5,900.00	$ 5,900.00	$ 4,000.00	$ 4,000.00	$ 1,900.00
40	531	7011	CURB RAMPS (TY 10)	EA	4	$ 2,900.00	$ 11,600.00	$ 3,000.00	$ 12,000.00	$ (400.00)

REF NO.	ITEM NO.	DESC CODE	DESCRIPTION	UNIT	QUANTITY (Q)	2GS LLC, DBA EARTHWORKS ENTERPRISE		ARTILLERY, LLC		(UNDER) OVER
						UNIT PRICE (2GS UP)	TABULATED BID AMOUNT (Q) * (2GS UP)	UNIT PRICE (ART UP)	TABULATED BID AMOUNT (Q) * (ART UP)	TABULATED BID AMOUNT 2GS LLC LESS ARTILLERY LLC
41	550	7007	CHAIN LINK FENCE (REMOVE)	LF	40	$ 12.00	$ 480.00	$ 50.00	$ 2,000.00	$ (1,520.00)
42	6099	7001	PEDESTRIAN ILLUMINATION ASSEMBLY	EA	25	$ 13,860.00	$ 346,500.00	$ 9,000.00	$ 225,000.00	$ 121,500.00
43	644	7001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	38	$ 576.45	$ 21,905.10	$ 1,300.00	$ 49,400.00	$ (27,494.90)
44	666	7030	REFL PAV MRK TY I (W)12"(SLD)(100MIL)	LF	76	$ 6.09	$ 462.84	$ 6.00	$ 456.00	$ 6.84
45	666	7036	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	2016	$ 9.24	$ 18,627.84	$ 8.00	$ 16,128.00	$ 2,499.84
46	666	7084	REFL PAV MRK TY I (W)(SYMBOL)(100MIL)	EA	30	$ 304.50	$ 9,135.00	$ 325.00	$ 9,750.00	$ (615.00)
47	666	7093	REFL PAV MRK TY I (W)(BIKE ARW)(100MIL)	EA	14	$ 189.00	$ 2,646.00	$ 200.00	$ 2,800.00	$ (154.00)
48	666	7099	REFL PAV MRK TY I (W)(BIKE SYML)(100MIL)	EA	14	$ 189.00	$ 2,646.00	$ 300.00	$ 4,200.00	$ (1,554.00)
49	666	7417	REFL PAV MRK TY I (Y)4"(SLD)(100MIL)	LF	5884	$ 1.16	$ 6,825.44	$ 2.00	$ 11,768.00	$ (4,942.56)
50	677	7008	ELIM EXT PM & MRKS (24")	LF	950	$ 5.25	$ 4,987.50	$ 6.00	$ 5,700.00	$ (712.50)
51	5005	7001	REMOVABLE BOLLARD	EA	8	$ 980.00	$ 7,840.00	$ 3,000.00	$ 24,000.00	$ (16,160.00)
52	5071	7001	REMOVE AND REPLACE LANDSCAPE FENCE	LF	20	$ 58.00	$ 1,160.00	$ 250.00	$ 5,000.00	$ (3,840.00)
						BID TOTAL (TABULATED)	$ 1,539,579.07	BID TOTAL (TABULATED)	$ 1,621,198.00	$ (81,618.93)

CORRECTED COST BASED ON UNIT PRICE

2GS LLC dba EARTHWORKS ENTERPRISE TOTAL AMOUNT	$ 1,539,579.07	COMPARE ARTILLERY TOTAL AMOUNT TO 2GS LLC dba EARTHWORKS ENTERPRISE TOTAL AMOUNT	$ (81,618.93)
			-5.30%
			OVER
1ST LOWEST BID		2ND LOWEST BID	

Schedule "B"

Determine Bidders Percentages to Total Bid Amount Comparison to Engineer's Estimate

SCHEDULE B
SOUTHMOST NATURE TRAIL PHASE III
BID No. 141-26-BMT-IFB
ESTIMATE ITEM PERCENTAGES COMPARED TO EACH BIDDER
Bid Opening 05/21/2026

REF NO.	ITEM NO.	DESC CODE	DESCRIPTION	UNIT	QUANTITY (Q)	ENGINEER'S ESTIMATE					2GS, LLC DBA EARTHWORKS ENTERPRISE			
						UNIT PRICE (ENG UP)	TABULATED ESTIMATE AMOUNT (Q) * (ENG UP)	UNIT PRICE W/MOB (ENG UP * 10%) (UP/MOB)	TABULATED ESTIMATE AMOUNT W/MOB (Q * UP/MOB)	% OF TOTAL ESTIMATE	UNIT PRICE (2GS UP)	TABULATED BID AMOUNT (Q) * (2GS UP)	% OF TOTAL ESTIMATE	% OVER OR UNDER ENGINEER'S ESTIMATE
1	100	7002	PREPARING ROW	STA	100	$ 6,500.00	$ 650,000.00	$ 7,150.00	$ 715,000.00	37.96%	$ 1,150.00	$ 115,000.00	7.47%	-30.49%
2	104	7011	REMOV CONC (DRIVEWAYS)	SY	126	$ 20.00	$ 2,520.00	$ 22.00	$ 2,772.00	0.15%	$ 39.00	$ 4,914.00	0.32%	0.17%
3	104	7013	REMOV CONC (SIDEWALK, RAMP OR SUP)	SY	260	$ 15.00	$ 3,900.00	$ 16.50	$ 4,290.00	0.23%	$ 34.00	$ 8,840.00	0.57%	0.35%
4	104	7017	REMOV CONC (CURB & GUTTER)	LF	273	$ 28.00	$ 7,644.00	$ 30.80	$ 8,408.40	0.45%	$ 8.00	$ 2,184.00	0.14%	-0.30%
5	110	7001	EXCAV (ROADWAY)	CY	2332	$ 6.00	$ 13,992.00	$ 6.60	$ 15,391.20	0.82%	$ 28.00	$ 65,296.00	4.24%	3.42%
6	132	7002	EMBANK (FNL)(DC)(TY A)	CY	103	$ 13.00	$ 1,339.00	$ 14.30	$ 1,472.90	0.08%	$ 26.00	$ 2,678.00	0.17%	0.10%
7	160	7002	FURN & PLACE TOPSOIL (4")	SY	100	$ 4.00	$ 400.00	$ 4.40	$ 440.00	0.02%	$ 21.00	$ 2,100.00	0.14%	0.11%
8	164	7042	DRILL SEED (PERM_RURAL_CLAY)	AC	2	$ 800.00	$ 1,600.00	$ 880.00	$ 1,760.00	0.09%	$ 2,415.00	$ 4,830.00	0.31%	0.22%
9	164	7045	DRILL SEED (TEMP)(WARM)	AC	2	$ 800.00	$ 1,600.00	$ 880.00	$ 1,760.00	0.09%	$ 2,205.00	$ 4,410.00	0.29%	0.19%
10	168	7001	VEGETATIVE WATERING	TGL	115	$ 19.00	$ 2,185.00	$ 20.90	$ 2,403.50	0.13%	$ 93.00	$ 10,695.00	0.69%	0.57%
11	204	7001	SPRINKLING (DUST CONTROL)	TGL	23	$ 1.00	$ 23.00	$ 1.10	$ 25.30	0.00%	$ 93.00	$ 2,139.00	0.14%	0.14%
12	216	7001	PROOF ROLLING	HR	25	$ 47.00	$ 1,175.00	$ 51.70	$ 1,292.50	0.07%	$ 65.00	$ 1,625.00	0.11%	0.04%
13	247	7259	FL BS (RDWY DEL)(TY A GR 1-2)(FNAL POS)	CY	1374	$ 88.00	$ 120,912.00	$ 96.80	$ 133,003.20	7.06%	$ 210.00	$ 288,540.00	18.74%	11.68%
14	250	7002	GEOGRID BASE REINFORCEMENT (TY 2)	SY	5496	$ 2.00	$ 10,992.00	$ 2.20	$ 12,091.20	0.64%	$ 3.60	$ 19,785.60	1.29%	0.64%
15	260	7005	LIME (COM OR QK)(SLURRY)	TON	45	$ 350.00	$ 15,750.00	$ 385.00	$ 17,325.00	0.92%	$ 440.00	$ 19,800.00	1.29%	0.37%
16	260	7006	LIME TRT (EXIST MATL)(6")	SY	5920	$ 4.00	$ 23,680.00	$ 4.40	$ 26,048.00	1.38%	$ 2.50	$ 14,800.00	0.96%	-0.42%
17	310	7004	PRIME COAT (MC-30)	GAL	1100	$ 6.00	$ 6,600.00	$ 6.60	$ 7,260.00	0.39%	$ 6.50	$ 7,150.00	0.46%	0.08%
18	341	7044	D-GR HMA TY-D SAC-A PG64-22	TON	419	$ 175.00	$ 73,325.00	$ 192.50	$ 80,657.50	4.28%	$ 160.00	$ 67,040.00	4.35%	0.07%
19	416	7040	DRILL SHFT (RDWY ILL POLE)(30")	LF	250	$ 260.00	$ 65,000.00	$ 286.00	$ 71,500.00	3.80%	$ 262.50	$ 65,625.00	4.26%	0.47%
20	450	7063	RAIL (HANDRAIL)(TY F)	LF	50	$ 200.00	$ 10,000.00	$ 220.00	$ 11,000.00	0.58%	$ 385.00	$ 19,250.00	1.25%	0.67%
21	464	7003	RC PIPE (CL III)(18 IN)	LF	44	$ 100.00	$ 4,400.00	$ 110.00	$ 4,840.00	0.26%	$ 79.00	$ 3,476.00	0.23%	-0.03%
22	467	7307	SET (TY II)(18 IN)(RCP)(6:1)(C)	EA	4	$ 1,500.00	$ 6,000.00	$ 1,650.00	$ 6,600.00	0.35%	$ 1,800.00	$ 7,200.00	0.47%	0.12%
23	479	7004	ADJUSTING MANHOLES (UTILITY BOX)	EA	2	$ 800.00	$ 1,600.00	$ 880.00	$ 1,760.00	0.09%	$ 350.00	$ 700.00	0.05%	-0.05%
24	479	7007	ADJUSTING MANHOLES (WATER VALVE BOX)	EA	1	$ 600.00	$ 600.00	$ 660.00	$ 660.00	0.04%	$ 350.00	$ 350.00	0.02%	-0.01%
25	479	7008	ADJUSTING MANHOLES (WATER METER)	EA	1	$ 500.00	$ 500.00	$ 550.00	$ 550.00	0.03%	$ 350.00	$ 350.00	0.02%	-0.01%
26	502	7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	5	$ 4,800.00	$ 24,000.00	$ 5,280.00	$ 26,400.00	1.40%	$ 2,800.00	$ 14,000.00	0.91%	-0.49%
27	505	7003	TMA (MOBILE OPERATION)(3 TRUCKS)	DAY	2	$ 441.00	$ 882.00	$ 485.10	$ 970.20	0.05%	$ 3,400.00	$ 6,800.00	0.44%	0.39%
28	506	7021	CONSTRUCTION EXITS (INSTALL)(TY 2)	SY	234	$ 30.00	$ 7,020.00	$ 33.00	$ 7,722.00	0.41%	$ 18.00	$ 4,212.00	0.27%	-0.14%
29	506	7024	CONSTRUCTION EXITS (REMOVE)	SY	234	$ 10.00	$ 2,340.00	$ 11.00	$ 2,574.00	0.14%	$ 6.00	$ 1,404.00	0.09%	-0.05%
30	506	7039	TEMP SEDMT CONT FENCE (INSTALL)	LF	2715	$ 6.00	$ 16,290.00	$ 6.60	$ 17,919.00	0.95%	$ 4.04	$ 10,968.60	0.71%	-0.24%
31	506	7041	TEMP SEDMT CONT FENCE (REMOVE)	LF	2715	$ 2.00	$ 5,430.00	$ 2.20	$ 5,973.00	0.32%	$ 1.31	$ 3,556.65	0.23%	-0.09%
32	506	7044	BIODEG EROSN CONT LOGS (INSTALL)(12')	LF	90	$ 4.52	$ 406.80	$ 4.97	$ 447.30	0.02%	$ 6.14	$ 552.60	0.04%	0.01%
33	506	7046	BIODEG EROSN CONT LOGS (REMOVE)	LF	90	$ 1.05	$ 94.50	$ 1.16	$ 104.40	0.01%	$ 1.31	$ 117.90	0.01%	0.00%
34	529	7009	CONC CURB & GUTTER (TY II)	LF	183	$ 44.00	$ 8,052.00	$ 48.40	$ 8,857.20	0.47%	$ 40.00	$ 7,320.00	0.48%	0.01%
35	530	7006	DRIVEWAYS (CONC)	SY	262	$ 127.00	$ 33,274.00	$ 139.70	$ 36,601.40	1.94%	$ 89.00	$ 23,318.00	1.51%	-0.43%
36	531	7003	CONC SIDEWALKS (6")	SY	3563	$ 75.00	$ 267,225.00	$ 82.50	$ 293,947.50	15.61%	$ 72.00	$ 256,536.00	16.66%	1.06%
37	531	7005	CURB RAMPS (TY 1)	EA	5	$ 2,300.00	$ 11,500.00	$ 2,530.00	$ 12,650.00	0.67%	$ 2,900.00	$ 14,500.00	0.94%	0.27%
38	531	7006	CURB RAMPS (TY 2)	EA	6	$ 2,400.00	$ 14,400.00	$ 2,640.00	$ 15,840.00	0.84%	$ 2,800.00	$ 16,800.00	1.09%	0.25%
39	531	7008	CURB RAMPS (TY 5)	EA	1	$ 2,500.00	$ 2,500.00	$ 2,750.00	$ 2,750.00	0.15%	$ 5,900.00	$ 5,900.00	0.38%	0.24%
40	531	7011	CURB RAMPS (TY 10)	EA	4	$ 2,000.00	$ 8,000.00	$ 2,200.00	$ 8,800.00	0.47%	$ 2,900.00	$ 11,600.00	0.75%	0.29%
41	550	7007	CHAIN LINK FENCE (REMOVE)	LF	40	$ 10.00	$ 400.00	$ 11.00	$ 440.00	0.02%	$ 12.00	$ 480.00	0.03%	0.01%
42	6099	7001	PEDESTRIAN ILLUMINATION ASSEMBLY	EA	25	$ 7,500.00	$ 187,500.00	$ 8,250.00	$ 206,250.00	10.95%	$ 13,860.00	$ 346,500.00	22.51%	11.56%
43	644	7001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	38	$ 1,200.00	$ 45,600.00	$ 1,320.00	$ 50,160.00	2.66%	$ 576.45	$ 21,905.10	1.42%	-1.24%
44	666	7030	REFL PAV MRK TY I (W)12"(SLD)(100MIL)	LF	76	$ 3.00	$ 228.00	$ 3.30	$ 250.80	0.01%	$ 6.09	$ 462.84	0.03%	0.02%
45	666	7036	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	2016	$ 6.00	$ 12,096.00	$ 6.60	$ 13,305.60	0.71%	$ 9.24	$ 18,627.84	1.21%	0.50%
46	666	7084	REFL PAV MRK TY I (W)(SYMBOL)(100MIL)	EA	30	$ 300.00	$ 9,000.00	$ 330.00	$ 9,900.00	0.53%	$ 304.50	$ 9,135.00	0.59%	0.07%
47	666	7093	REFL PAV MRK TY I (W)(BIKE ARW)(100MIL)	EA	14	$ 120.00	$ 1,680.00	$ 132.00	$ 1,848.00	0.10%	$ 189.00	$ 2,646.00	0.17%	0.07%
48	666	7099	REFL PAV MRK TY I (W)(BIKE SYML)(100MIL)	EA	14	$ 160.00	$ 2,240.00	$ 176.00	$ 2,464.00	0.13%	$ 189.00	$ 2,646.00	0.17%	0.04%
49	666	7417	REFL PAV MRK TY I (Y)4"(SLD)(100MIL)	LF	5884	$ 0.50	$ 2,942.00	$ 0.55	$ 3,236.20	0.17%	$ 1.16	$ 6,825.44	0.44%	0.27%
50	677	7008	ELIM EXT PM & MRKS (24")	LF	950	$ 4.00	$ 3,800.00	$ 4.40	$ 4,180.00	0.22%	$ 5.25	$ 4,987.50	0.32%	0.10%
51	5005	7001	REMOVABLE BOLLARD	EA	8	$ 2,200.00	$ 17,600.00	$ 2,420.00	$ 19,360.00	1.03%	$ 980.00	$ 7,840.00	0.51%	-0.52%
52	5071	7001	REMOVE AND REPLACE LANDSCAPE FENCE	LF	20	$ 100.00	$ 2,000.00	$ 110.00	$ 2,200.00	0.12%	$ 58.00	$ 1,160.00	0.08%	-0.04%
						EST TOTAL (TABULATED)	$ 1,712,237.30	EST MOB TOTAL (TAB)	$ 1,883,461.30	100%	BID TOTAL (TABULATED)	$ 1,539,579.07	100.00%	
												1ST LOWEST BID		
											UNDER ENGR ESTIMATE	$ 343,882.23	18.26%	

CORRECTED COST BASED ON UNIT PRICE

SCHEDULE B
SOUTHMOST NATURE TRAIL PHASE III
BID No. 141-26-BMT-IFB
ESTIMATE ITEM PERCENTAGES COMPARED TO EACH BIDDER
Bid Opening 05/21/2026

REF NO.	ITEM NO.	DESC CODE	DESCRIPTION	UNIT	QUANTITY (Q)	ENGINEER'S ESTIMATE					ARTILLERY, LLC			
						UNIT PRICE (ENG UP)	TABULATED ESTIMATE AMOUNT (Q) * (ENG UP)	UNIT PRICE W/MOB (ENG UP * 10%) (UP/MOB)	TABULATED ESTIMATE AMOUNT W/MOB (Q * UP/MOB)	% OF TOTAL ESTIMATE	UNIT PRICE (ART UP)	TABULATED BID AMOUNT (Q) * (ART UP)	% OF TOTAL ESTIMATE	% OVER OR UNDER ENGINEER'S ESTIMATE
1	100	7002	PREPARING ROW	STA	100	$ 6,500.00	$ 650,000.00	$ 7,150.00	$ 715,000.00	37.96%	$ 1,250.00	$ 125,000.00	7.71%	-30.25%
2	104	7011	REMOV CONC (DRIVEWAYS)	SY	126	$ 20.00	$ 2,520.00	$ 22.00	$ 2,772.00	0.15%	$ 36.00	$ 4,536.00	0.28%	0.13%
3	104	7013	REMOV CONC (SIDEWALK, RAMP OR SUP)	SY	260	$ 15.00	$ 3,900.00	$ 16.50	$ 4,290.00	0.23%	$ 36.00	$ 9,360.00	0.58%	0.35%
4	104	7017	REMOV CONC (CURB & GUTTER)	LF	273	$ 28.00	$ 7,644.00	$ 30.80	$ 8,408.40	0.45%	$ 12.00	$ 3,276.00	0.20%	-0.24%
5	110	7001	EXCAV (ROADWAY)	CY	2332	$ 6.00	$ 13,992.00	$ 6.60	$ 15,391.20	0.82%	$ 20.00	$ 46,640.00	2.88%	2.06%
6	132	7002	EMBANK (FNL)(DC)(TY A)	CY	103	$ 13.00	$ 1,339.00	$ 14.30	$ 1,472.90	0.08%	$ 50.00	$ 5,150.00	0.32%	0.24%
7	160	7002	FURN & PLACE TOPSOIL (4")	SY	100	$ 4.00	$ 400.00	$ 4.40	$ 440.00	0.02%	$ 40.00	$ 4,000.00	0.25%	0.22%
8	164	7042	DRILL SEED (PERM_RURAL_CLAY)	AC	2	$ 800.00	$ 1,600.00	$ 880.00	$ 1,760.00	0.09%	$ 8,000.00	$ 16,000.00	0.99%	0.89%
9	164	7045	DRILL SEED (TEMP)(WARM)	AC	2	$ 800.00	$ 1,600.00	$ 880.00	$ 1,760.00	0.09%	$ 8,000.00	$ 16,000.00	0.99%	0.89%
10	168	7001	VEGETATIVE WATERING	TGL	115	$ 19.00	$ 2,185.00	$ 20.90	$ 2,403.50	0.13%	$ 25.00	$ 2,875.00	0.18%	0.05%
11	204	7001	SPRINKLING (DUST CONTROL)	TGL	23	$ 1.00	$ 23.00	$ 1.10	$ 25.30	0.00%	$ 150.00	$ 3,450.00	0.21%	0.21%
12	216	7001	PROOF ROLLING	HR	25	$ 47.00	$ 1,175.00	$ 51.70	$ 1,292.50	0.07%	$ 300.00	$ 7,500.00	0.46%	0.39%
13	247	7259	FL BS (RDWY DEL)(TY A GR 1-2)(FNAL POS)	CY	1374	$ 88.00	$ 120,912.00	$ 96.80	$ 133,003.20	7.06%	$ 65.00	$ 89,310.00	5.51%	-1.55%
14	250	7002	GEOGRID BASE REINFORCEMENT (TY 2)	SY	5496	$ 2.00	$ 10,992.00	$ 2.20	$ 12,091.20	0.64%	$ 7.50	$ 41,220.00	2.54%	1.90%
15	260	7005	LIME (COM OR QK)(SLURRY)	TON	45	$ 350.00	$ 15,750.00	$ 385.00	$ 17,325.00	0.92%	$ 400.00	$ 18,000.00	1.11%	0.19%
16	260	7006	LIME TRT (EXIST MATL)(6")	SY	5920	$ 4.00	$ 23,680.00	$ 4.40	$ 26,048.00	1.38%	$ 7.00	$ 41,440.00	2.56%	1.17%
17	310	7004	PRIME COAT (MC-30)	GAL	1100	$ 6.00	$ 6,600.00	$ 6.60	$ 7,260.00	0.39%	$ 15.00	$ 16,500.00	1.02%	0.63%
18	341	7044	D-GR HMA TY-D SAC-A PG64-22	TON	419	$ 175.00	$ 73,325.00	$ 192.50	$ 80,657.50	4.28%	$ 300.00	$ 125,700.00	7.75%	3.47%
19	416	7040	DRILL SHFT (RDWY ILL POLE)(30")	LF	250	$ 260.00	$ 65,000.00	$ 286.00	$ 71,500.00	3.80%	$ 400.00	$ 100,000.00	6.17%	2.37%
20	450	7063	RAIL (HANDRAIL)(TY F)	LF	50	$ 200.00	$ 10,000.00	$ 220.00	$ 11,000.00	0.58%	$ 500.00	$ 25,000.00	1.54%	0.96%
21	464	7003	RC PIPE (CL III)(18 IN)	LF	44	$ 100.00	$ 4,400.00	$ 110.00	$ 4,840.00	0.26%	$ 150.00	$ 6,600.00	0.41%	0.15%
22	467	7307	SET (TY II)(18 IN)(RCP)(6:1)(C)	EA	4	$ 1,500.00	$ 6,000.00	$ 1,650.00	$ 6,600.00	0.35%	$ 2,500.00	$ 10,000.00	0.62%	0.27%
23	479	7004	ADJUSTING MANHOLES (UTILITY BOX)	EA	2	$ 800.00	$ 1,600.00	$ 880.00	$ 1,760.00	0.09%	$ 1,000.00	$ 2,000.00	0.12%	0.03%
24	479	7007	ADJUSTING MANHOLES (WATER VALVE BOX)	EA	1	$ 600.00	$ 600.00	$ 660.00	$ 660.00	0.04%	$ 1,000.00	$ 1,000.00	0.06%	0.03%
25	479	7008	ADJUSTING MANHOLES (WATER METER)	EA	1	$ 500.00	$ 500.00	$ 550.00	$ 550.00	0.03%	$ 1,000.00	$ 1,000.00	0.06%	0.03%
26	502	7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	5	$ 4,800.00	$ 24,000.00	$ 5,280.00	$ 26,400.00	1.40%	$ 5,000.00	$ 25,000.00	1.54%	0.14%
27	505	7003	TMA (MOBILE OPERATION)(3 TRUCKS)	DAY	2	$ 441.00	$ 882.00	$ 485.10	$ 970.20	0.05%	$ 1,000.00	$ 2,000.00	0.12%	0.07%
28	506	7021	CONSTRUCTION EXITS (INSTALL)(TY 2)	SY	234	$ 30.00	$ 7,020.00	$ 33.00	$ 7,722.00	0.41%	$ 15.00	$ 3,510.00	0.22%	-0.19%
29	506	7024	CONSTRUCTION EXITS (REMOVE)	SY	234	$ 10.00	$ 2,340.00	$ 11.00	$ 2,574.00	0.14%	$ 6.00	$ 1,404.00	0.09%	-0.05%
30	506	7039	TEMP SEDMT CONT FENCE (INSTALL)	LF	2715	$ 6.00	$ 16,290.00	$ 6.60	$ 17,919.00	0.95%	$ 10.00	$ 27,150.00	1.67%	0.72%
31	506	7041	TEMP SEDMT CONT FENCE (REMOVE)	LF	2715	$ 2.00	$ 5,430.00	$ 2.20	$ 5,973.00	0.32%	$ 3.00	$ 8,145.00	0.50%	0.19%
32	506	7044	BIODEG EROSN CONT LOGS (INSTALL)(12')	LF	90	$ 4.52	$ 406.80	$ 4.97	$ 447.30	0.02%	$ 25.00	$ 2,250.00	0.14%	0.12%
33	506	7046	BIODEG EROSN CONT LOGS (REMOVE)	LF	90	$ 1.05	$ 94.50	$ 1.16	$ 104.40	0.01%	$ 10.00	$ 900.00	0.06%	0.05%
34	529	7009	CONC CURB & GUTTER (TY II)	LF	183	$ 44.00	$ 8,052.00	$ 48.40	$ 8,857.20	0.47%	$ 60.00	$ 10,980.00	0.68%	0.21%
35	530	7006	DRIVEWAYS (CONC)	SY	262	$ 127.00	$ 33,274.00	$ 139.70	$ 36,601.40	1.94%	$ 108.00	$ 28,296.00	1.75%	-0.20%
36	531	7003	CONC SIDEWALKS (6")	SY	3563	$ 75.00	$ 267,225.00	$ 82.50	$ 293,947.50	15.61%	$ 108.00	$ 384,804.00	23.74%	8.13%
37	531	7005	CURB RAMPS (TY 1)	EA	5	$ 2,300.00	$ 11,500.00	$ 2,530.00	$ 12,650.00	0.67%	$ 3,000.00	$ 15,000.00	0.93%	0.25%
38	531	7006	CURB RAMPS (TY 2)	EA	6	$ 2,400.00	$ 14,400.00	$ 2,640.00	$ 15,840.00	0.84%	$ 3,000.00	$ 18,000.00	1.11%	0.27%
39	531	7008	CURB RAMPS (TY 5)	EA	1	$ 2,500.00	$ 2,500.00	$ 2,750.00	$ 2,750.00	0.15%	$ 4,000.00	$ 4,000.00	0.25%	0.10%
40	531	7011	CURB RAMPS (TY 10)	EA	4	$ 2,000.00	$ 8,000.00	$ 2,200.00	$ 8,800.00	0.47%	$ 3,000.00	$ 12,000.00	0.74%	0.27%
41	550	7007	CHAIN LINK FENCE (REMOVE)	LF	40	$ 10.00	$ 400.00	$ 11.00	$ 440.00	0.02%	$ 50.00	$ 2,000.00	0.12%	0.10%
42	6099	7001	PEDESTRIAN ILLUMINATION ASSEMBLY	EA	25	$ 7,500.00	$ 187,500.00	$ 8,250.00	$ 206,250.00	10.95%	$ 9,000.00	$ 225,000.00	13.88%	2.93%
43	644	7001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	38	$ 1,200.00	$ 45,600.00	$ 1,320.00	$ 50,160.00	2.66%	$ 1,300.00	$ 49,400.00	3.05%	0.38%
44	666	7030	REFL PAV MRK TY I (W)12"(SLD)(100MIL)	LF	76	$ 3.00	$ 228.00	$ 3.30	$ 250.80	0.01%	$ 6.00	$ 456.00	0.03%	0.01%
45	666	7036	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	2016	$ 6.00	$ 12,096.00	$ 6.60	$ 13,305.60	0.71%	$ 8.00	$ 16,128.00	0.99%	0.29%
46	666	7084	REFL PAV MRK TY I (W)(SYMBOL)(100MIL)	EA	30	$ 300.00	$ 9,000.00	$ 330.00	$ 9,900.00	0.53%	$ 325.00	$ 9,750.00	0.60%	0.08%
47	666	7093	REFL PAV MRK TY I (W)(BIKE ARW)(100MIL)	EA	14	$ 120.00	$ 1,680.00	$ 132.00	$ 1,848.00	0.10%	$ 200.00	$ 2,800.00	0.17%	0.07%
48	666	7099	REFL PAV MRK TY I (W)(BIKE SYML)(100MIL)	EA	14	$ 160.00	$ 2,240.00	$ 176.00	$ 2,464.00	0.13%	$ 300.00	$ 4,200.00	0.26%	0.13%
49	666	7417	REFL PAV MRK TY I (Y)4"(SLD)(100MIL)	LF	5884	$ 0.50	$ 2,942.00	$ 0.55	$ 3,236.20	0.17%	$ 2.00	$ 11,768.00	0.73%	0.55%
50	677	7008	ELIM EXT PM & MRKS (24")	LF	950	$ 4.00	$ 3,800.00	$ 4.40	$ 4,180.00	0.22%	$ 6.00	$ 5,700.00	0.35%	0.13%
51	5005	7001	REMOVABLE BOLLARD	EA	8	$ 2,200.00	$ 17,600.00	$ 2,420.00	$ 19,360.00	1.03%	$ 3,000.00	$ 24,000.00	1.48%	0.45%
52	5071	7001	REMOVE AND REPLACE LANDSCAPE FENCE	LF	20	$ 100.00	$ 2,000.00	$ 110.00	$ 2,200.00	0.12%	$ 250.00	$ 5,000.00	0.31%	0.19%
						EST TOTAL (TABULATED)	$ 1,712,237.30	EST MOB TOTAL (TAB)	$ 1,883,461.30	100%	BID TOTAL (TABULATED)	$ 1,621,198.00	100.00%	

CORRECTED COST BASED ON UNIT PRICE

2ND LOWEST BID
UNDER ENGR ESTIMATE $ 262,263.30 13.92%

4.33%

Schedule "C"

Unit Price Analysis with Respect to Engineer's Estimate

SCHEDULE C
SOUTHMOST NATURE TRAIL PHASE III
BID No. 141-26-BMT-IFB
UNIT PRICES AND TOTAL AMOUNT COMPARED TO EACH BIDDER
Bid Opening 05/21/2026

REF NO.	ITEM NO.	DESC CODE	DESCRIPTION	UNIT	QUANTITY (Q)	ENGINEER'S ESTIMATE				2GS, LLC DBA EARTHWORKS ENTERPRISE				
						UNIT PRICE (ENG UP)	TABULATED ESTIMATE AMOUNT (Q) * (ENG UP)	UNIT PRICE W/MOB (ENG UP * 10%) (UP/MOB)	TABULATED ESTIMATE AMOUNT W/MOB (Q * UP/MOB)	UNIT PRICE (2GS UP)	TABULATED BID AMOUNT (Q) * (2GS UP)	COMPARE ENG EST UNIT PRICE TO 2GS UNIT PRICE (UNDER)/OVER	COMPARE ENG EST TOTAL PRICE TO 2GS TOTAL PRICE (UNDER)/OVER	PERCENT DIFFERENCE
1	100	7002	PREPARING ROW	STA	100	$ 6,500.00	$ 650,000.00	$ 7,150.00	$ 715,000.00	$ 1,150.00	$ 115,000.00	$ 6,000.00	$ 600,000.00	83.92%
2	104	7011	REMOV CONC (DRIVEWAYS)	SY	126	$ 20.00	$ 2,520.00	$ 22.00	$ 2,772.00	$ 39.00	$ 4,914.00	$ (17.00)	$ (2,142.00)	-77.27%
3	104	7013	REMOV CONC (SIDEWALK, RAMP OR SUP)	SY	260	$ 15.00	$ 3,900.00	$ 16.50	$ 4,290.00	$ 34.00	$ 8,840.00	$ (17.50)	$ (4,550.00)	-106.06%
4	104	7017	REMOV CONC (CURB & GUTTER)	LF	273	$ 28.00	$ 7,644.00	$ 30.80	$ 8,408.40	$ 8.00	$ 2,184.00	$ 22.80	$ 6,224.40	74.03%
5	110	7001	EXCAV (ROADWAY)	CY	2332	$ 6.00	$ 13,992.00	$ 6.60	$ 15,391.20	$ 28.00	$ 65,296.00	$ (21.40)	$ (49,904.80)	-324.24%
6	132	7002	EMBANK (FNL)(DC)(TY A)	CY	103	$ 13.00	$ 1,339.00	$ 14.30	$ 1,472.90	$ 26.00	$ 2,678.00	$ (11.70)	$ (1,205.10)	-81.82%
7	160	7002	FURN & PLACE TOPSOIL (4")	SY	100	$ 4.00	$ 400.00	$ 4.40	$ 440.00	$ 21.00	$ 2,100.00	$ (16.60)	$ (1,660.00)	-377.27%
8	164	7042	DRILL SEED (PERM_RURAL_CLAY)	AC	2	$ 800.00	$ 1,600.00	$ 880.00	$ 1,760.00	$ 2,415.00	$ 4,830.00	$ (1,535.00)	$ (3,070.00)	-174.43%
9	164	7045	DRILL SEED (TEMP)(WARM)	AC	2	$ 800.00	$ 1,600.00	$ 880.00	$ 1,760.00	$ 2,205.00	$ 4,410.00	$ (1,325.00)	$ (2,650.00)	-150.57%
10	168	7001	VEGETATIVE WATERING	TGL	115	$ 19.00	$ 2,185.00	$ 20.90	$ 2,403.50	$ 93.00	$ 10,695.00	$ (72.10)	$ (8,291.50)	-344.98%
11	204	7001	SPRINKLING (DUST CONTROL)	TGL	23	$ 1.00	$ 23.00	$ 1.10	$ 25.30	$ 93.00	$ 2,139.00	$ (91.90)	$ (2,113.70)	-8354.55%
12	216	7001	PROOF ROLLING	HR	25	$ 47.00	$ 1,175.00	$ 51.70	$ 1,292.50	$ 65.00	$ 1,625.00	$ (13.30)	$ (332.50)	-25.73%
13	247	7259	FL BS (RDWY DEL)(TY A GR 1-2)(FNAL POS)	CY	1374	$ 88.00	$ 120,912.00	$ 96.80	$ 133,003.20	$ 210.00	$ 288,540.00	$ (113.20)	$ (155,536.80)	-116.94%
14	250	7002	GEOGRID BASE REINFORCEMENT (TY 2)	SY	5496	$ 2.00	$ 10,992.00	$ 2.20	$ 12,091.20	$ 3.60	$ 19,785.60	$ (1.40)	$ (7,694.40)	-63.64%
15	260	7005	LIME (COM OR QK)(SLURRY)	TON	45	$ 350.00	$ 15,750.00	$ 385.00	$ 17,325.00	$ 440.00	$ 19,800.00	$ (55.00)	$ (2,475.00)	-14.29%
16	260	7006	LIME TRT (EXIST MATL)(6")	SY	5920	$ 4.00	$ 23,680.00	$ 4.40	$ 26,048.00	$ 2.50	$ 14,800.00	$ 1.90	$ 11,248.00	43.18%
17	310	7004	PRIME COAT (MC-30)	GAL	1100	$ 6.00	$ 6,600.00	$ 6.60	$ 7,260.00	$ 6.50	$ 7,150.00	$ 0.10	$ 110.00	1.52%
18	341	7044	D-GR HMA TY-D SAC-A PG64-22	TON	419	$ 175.00	$ 73,325.00	$ 192.50	$ 80,657.50	$ 160.00	$ 67,040.00	$ 32.50	$ 13,617.50	16.88%
19	416	7040	DRILL SHFT (RDWY ILL POLE)(30")	LF	250	$ 260.00	$ 65,000.00	$ 286.00	$ 71,500.00	$ 262.50	$ 65,625.00	$ 23.50	$ 5,875.00	8.22%
20	450	7063	RAIL (HANDRAIL)(TY F)	LF	50	$ 200.00	$ 10,000.00	$ 220.00	$ 11,000.00	$ 385.00	$ 19,250.00	$ (165.00)	$ (8,250.00)	-75.00%
21	464	7003	RC PIPE (CL III)(18 IN)	LF	44	$ 100.00	$ 4,400.00	$ 110.00	$ 4,840.00	$ 79.00	$ 3,476.00	$ 31.00	$ 1,364.00	28.18%
22	467	7307	SET (TY II)(18 IN)(RCP)(6:1)(C)	EA	4	$ 1,500.00	$ 6,000.00	$ 1,650.00	$ 6,600.00	$ 1,800.00	$ 7,200.00	$ (150.00)	$ (600.00)	-9.09%
23	479	7004	ADJUSTING MANHOLES (UTILITY BOX)	EA	2	$ 800.00	$ 1,600.00	$ 880.00	$ 1,760.00	$ 350.00	$ 700.00	$ 530.00	$ 1,060.00	60.23%
24	479	7007	ADJUSTING MANHOLES (WATER VALVE BOX)	EA	1	$ 600.00	$ 600.00	$ 660.00	$ 660.00	$ 350.00	$ 350.00	$ 310.00	$ 310.00	46.97%
25	479	7008	ADJUSTING MANHOLES (WATER METER)	EA	1	$ 500.00	$ 500.00	$ 550.00	$ 550.00	$ 350.00	$ 350.00	$ 200.00	$ 200.00	36.36%
26	502	7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	5	$ 4,800.00	$ 24,000.00	$ 5,280.00	$ 26,400.00	$ 2,800.00	$ 14,000.00	$ 2,480.00	$ 12,400.00	46.97%
27	505	7003	TMA (MOBILE OPERATION)(3 TRUCKS)	DAY	2	$ 441.00	$ 882.00	$ 485.10	$ 970.20	$ 3,400.00	$ 6,800.00	$ (2,914.90)	$ (5,829.80)	-600.89%
28	506	7021	CONSTRUCTION EXITS (INSTALL)(TY 2)	SY	234	$ 30.00	$ 7,020.00	$ 33.00	$ 7,722.00	$ 18.00	$ 4,212.00	$ 15.00	$ 3,510.00	45.45%
29	506	7024	CONSTRUCTION EXITS (REMOVE)	SY	234	$ 10.00	$ 2,340.00	$ 11.00	$ 2,574.00	$ 6.00	$ 1,404.00	$ 5.00	$ 1,170.00	45.45%
30	506	7039	TEMP SEDMT CONT FENCE (INSTALL)	LF	2715	$ 6.00	$ 16,290.00	$ 6.60	$ 17,919.00	$ 4.04	$ 10,968.60	$ 2.56	$ 6,950.40	38.79%
31	506	7041	TEMP SEDMT CONT FENCE (REMOVE)	LF	2715	$ 2.00	$ 5,430.00	$ 2.20	$ 5,973.00	$ 1.31	$ 3,556.65	$ 0.89	$ 2,416.35	40.45%
32	506	7044	BIODEG EROSN CONT LOGS (INSTALL)(12')	LF	90	$ 4.52	$ 406.80	$ 4.97	$ 447.30	$ 6.14	$ 552.60	$ (1.17)	$ (105.30)	-23.54%
33	506	7046	BIODEG EROSN CONT LOGS (REMOVE)	LF	90	$ 1.05	$ 94.50	$ 1.16	$ 104.40	$ 1.31	$ 117.90	$ (0.15)	$ (13.50)	-12.93%
34	529	7009	CONC CURB & GUTTER (TY II)	LF	183	$ 44.00	$ 8,052.00	$ 48.40	$ 8,857.20	$ 40.00	$ 7,320.00	$ 8.40	$ 1,537.20	17.36%
35	530	7006	DRIVEWAYS (CONC)	SY	262	$ 127.00	$ 33,274.00	$ 139.70	$ 36,601.40	$ 89.00	$ 23,318.00	$ 50.70	$ 13,283.40	36.29%
36	531	7003	CONC SIDEWALKS (6")	SY	3563	$ 75.00	$ 267,225.00	$ 82.50	$ 293,947.50	$ 72.00	$ 256,536.00	$ 10.50	$ 37,411.50	12.73%
37	531	7005	CURB RAMPS (TY 1)	EA	5	$ 2,300.00	$ 11,500.00	$ 2,530.00	$ 12,650.00	$ 2,900.00	$ 14,500.00	$ (370.00)	$ (1,850.00)	-14.62%
38	531	7006	CURB RAMPS (TY 2)	EA	6	$ 2,400.00	$ 14,400.00	$ 2,640.00	$ 15,840.00	$ 2,800.00	$ 16,800.00	$ (160.00)	$ (960.00)	-6.06%
39	531	7008	CURB RAMPS (TY 5)	EA	1	$ 2,500.00	$ 2,500.00	$ 2,750.00	$ 2,750.00	$ 5,900.00	$ 5,900.00	$ (3,150.00)	$ (3,150.00)	-114.55%
40	531	7011	CURB RAMPS (TY 10)	EA	4	$ 2,000.00	$ 8,000.00	$ 2,200.00	$ 8,800.00	$ 2,900.00	$ 11,600.00	$ (700.00)	$ (2,800.00)	-31.82%
41	550	7007	CHAIN LINK FENCE (REMOVE)	LF	40	$ 10.00	$ 400.00	$ 11.00	$ 440.00	$ 12.00	$ 480.00	$ (1.00)	$ (40.00)	-9.09%
42	6099	7001	PEDESTRIAN ILLUMINATION ASSEMBLY	EA	25	$ 7,500.00	$ 187,500.00	$ 8,250.00	$ 206,250.00	$ 13,860.00	$ 346,500.00	$ (5,610.00)	$ (140,250.00)	-68.00%
43	644	7001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	38	$ 1,200.00	$ 45,600.00	$ 1,320.00	$ 50,160.00	$ 576.45	$ 21,905.10	$ 743.55	$ 28,254.90	56.33%
44	666	7030	REFL PAV MRK TY I (W)12"(SLD)(100MIL)	LF	76	$ 3.00	$ 228.00	$ 3.30	$ 250.80	$ 6.09	$ 462.84	$ (2.79)	$ (212.04)	-84.55%
45	666	7036	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	2016	$ 6.00	$ 12,096.00	$ 6.60	$ 13,305.60	$ 9.24	$ 18,627.84	$ (2.64)	$ (5,322.24)	-40.00%
46	666	7084	REFL PAV MRK TY I (W)(SYMBOL)(100MIL)	EA	30	$ 300.00	$ 9,000.00	$ 330.00	$ 9,900.00	$ 304.50	$ 9,135.00	$ 25.50	$ 765.00	7.73%
47	666	7093	REFL PAV MRK TY I (W)(BIKE ARW)(100MIL)	EA	14	$ 120.00	$ 1,680.00	$ 132.00	$ 1,848.00	$ 189.00	$ 2,646.00	$ (57.00)	$ (798.00)	-43.18%
48	666	7099	REFL PAV MRK TY I (W)(BIKE SYML)(100MIL)	EA	14	$ 160.00	$ 2,240.00	$ 176.00	$ 2,464.00	$ 189.00	$ 2,646.00	$ (13.00)	$ (182.00)	-7.39%
49	666	7417	REFL PAV MRK TY I (Y)4"(SLD)(100MIL)	LF	5884	$ 0.50	$ 2,942.00	$ 0.55	$ 3,236.20	$ 1.16	$ 6,825.44	$ (0.61)	$ (3,589.24)	-110.91%
50	677	7008	ELIM EXT PM & MRKS (24")	LF	950	$ 4.00	$ 3,800.00	$ 4.40	$ 4,180.00	$ 5.25	$ 4,987.50	$ (0.85)	$ (807.50)	-19.32%
51	5005	7001	REMOVABLE BOLLARD	EA	8	$ 2,200.00	$ 17,600.00	$ 2,420.00	$ 19,360.00	$ 980.00	$ 7,840.00	$ 1,440.00	$ 11,520.00	59.50%
52	5071	7001	REMOVE AND REPLACE LANDSCAPE FENCE	LF	20	$ 100.00	$ 2,000.00	$ 110.00	$ 2,200.00	$ 58.00	$ 1,160.00	$ 52.00	$ 1,040.00	47.27%
						EST TOTAL (TABULATED)	$ 1,712,237.30	EST MOB TOTAL (TAB)	$ 1,883,461.30	BID TOTAL (TABULATED)	$ 1,539,579.07		$ 343,882.23	

CORRECTED COST BASED ON UNIT PRICE

1ST LOWEST BID

UNDER ENGINEER'S	$ 343,882.23	18.26%
UNDER 2ND LOWEST BIDDER	$ (81,618.93)	-4.33%

SCHEDULE C
SOUTHMOST NATURE TRAIL PHASE III
BID No. 141-26-BMT-IFB
UNIT PRICES AND TOTAL AMOUNT COMPARED TO EACH BIDDER
Bid Opening 05/21/2026

REF NO.	ITEM NO.	DESC CODE	DESCRIPTION	UNIT	QUANTITY (Q)	ENGINEER'S ESTIMATE				ARTILLERY, LLC				
						UNIT PRICE (ENG UP)	TABULATED ESTIMATE AMOUNT (Q) * (ENG UP)	UNIT PRICE W/MOB (ENG UP * 10%) (UP/MOB)	TABULATED ESTIMATE AMOUNT W/MOB (Q * UP/MOB)	UNIT PRICE (ART UP)	TABULATED BID AMOUNT (Q) * (ART UP)	COMPARE ENG EST UNIT PRICE TO ARTILLERY UNIT PRICE (UNDER)/OVER	COMPARE ENG EST TOTAL PRICE TO ARTILLERY TOTAL PRICE (UNDER)/OVER	PERCENT DIFFERENCE
1	100	7002	PREPARING ROW	STA	100	$ 6,500.00	$ 650,000.00	$ 7,150.00	$ 715,000.00	$ 1,250.00	$ 125,000.00	$ 5,900.00	$ 590,000.00	82.52%
2	104	7011	REMOV CONC (DRIVEWAYS)	SY	126	$ 20.00	$ 2,520.00	$ 22.00	$ 2,772.00	$ 36.00	$ 4,536.00	$ (14.00)	$ (1,764.00)	-63.64%
3	104	7013	REMOV CONC (SIDEWALK, RAMP OR SUP)	SY	260	$ 15.00	$ 3,900.00	$ 16.50	$ 4,290.00	$ 36.00	$ 9,360.00	$ (19.50)	$ (5,070.00)	-118.18%
4	104	7017	REMOV CONC (CURB & GUTTER)	LF	273	$ 28.00	$ 7,644.00	$ 30.80	$ 8,408.40	$ 12.00	$ 3,276.00	$ 18.80	$ 5,132.40	61.04%
5	110	7001	EXCAV (ROADWAY)	CY	2332	$ 6.00	$ 13,992.00	$ 6.60	$ 15,391.20	$ 20.00	$ 46,640.00	$ (13.40)	$ (31,248.80)	-203.03%
6	132	7002	EMBANK (FNL)(DC)(TY A)	CY	103	$ 13.00	$ 1,339.00	$ 14.30	$ 1,472.90	$ 50.00	$ 5,150.00	$ (35.70)	$ (3,677.10)	-249.65%
7	160	7002	FURN & PLACE TOPSOIL (4")	SY	100	$ 4.00	$ 400.00	$ 4.40	$ 440.00	$ 40.00	$ 4,000.00	$ (35.60)	$ (3,560.00)	-809.09%
8	164	7042	DRILL SEED (PERM_RURAL_CLAY)	AC	2	$ 800.00	$ 1,600.00	$ 880.00	$ 1,760.00	$ 8,000.00	$ 16,000.00	$ (7,120.00)	$ (14,240.00)	-809.09%
9	164	7045	DRILL SEED (TEMP)(WARM)	AC	2	$ 800.00	$ 1,600.00	$ 880.00	$ 1,760.00	$ 8,000.00	$ 16,000.00	$ (7,120.00)	$ (14,240.00)	-809.09%
10	168	7001	VEGETATIVE WATERING	TGL	115	$ 19.00	$ 2,185.00	$ 20.90	$ 2,403.50	$ 25.00	$ 2,875.00	$ (4.10)	$ (471.50)	-19.62%
11	204	7001	SPRINKLING (DUST CONTROL)	TGL	23	$ 1.00	$ 23.00	$ 1.10	$ 25.30	$ 150.00	$ 3,450.00	$ (148.90)	$ (3,424.70)	-13536.36%
12	216	7001	PROOF ROLLING	HR	25	$ 47.00	$ 1,175.00	$ 51.70	$ 1,292.50	$ 300.00	$ 7,500.00	$ (248.30)	$ (6,207.50)	-480.27%
13	247	7259	FL BS (RDWY DEL)(TY A GR 1-2)(FNAL POS)	CY	1374	$ 88.00	$ 120,912.00	$ 96.80	$ 133,003.20	$ 65.00	$ 89,310.00	$ 31.80	$ 43,693.20	32.85%
14	250	7002	GEOGRID BASE REINFORCEMENT (TY 2)	SY	5496	$ 2.00	$ 10,992.00	$ 2.20	$ 12,091.20	$ 7.50	$ 41,220.00	$ (5.30)	$ (29,128.80)	-240.91%
15	260	7005	LIME (COM OR QK)(SLURRY)	TON	45	$ 350.00	$ 15,750.00	$ 385.00	$ 17,325.00	$ 400.00	$ 18,000.00	$ (15.00)	$ (675.00)	-3.90%
16	260	7006	LIME TRT (EXIST MATL)(6")	SY	5920	$ 4.00	$ 23,680.00	$ 4.40	$ 26,048.00	$ 7.00	$ 41,440.00	$ (2.60)	$ (15,392.00)	-59.09%
17	310	7004	PRIME COAT (MC-30)	GAL	1100	$ 6.00	$ 6,600.00	$ 6.60	$ 7,260.00	$ 15.00	$ 16,500.00	$ (8.40)	$ (9,240.00)	-127.27%
18	341	7044	D-GR HMA TY-D SAC-A PG64-22	TON	419	$ 175.00	$ 73,325.00	$ 192.50	$ 80,657.50	$ 300.00	$ 125,700.00	$ (107.50)	$ (45,042.50)	-55.84%
19	416	7040	DRILL SHFT (RDWY ILL POLE)(30")	LF	250	$ 260.00	$ 65,000.00	$ 286.00	$ 71,500.00	$ 400.00	$ 100,000.00	$ (114.00)	$ (28,500.00)	-39.86%
20	450	7063	RAIL (HANDRAIL)(TY F)	LF	50	$ 200.00	$ 10,000.00	$ 220.00	$ 11,000.00	$ 500.00	$ 25,000.00	$ (280.00)	$ (14,000.00)	-127.27%
21	464	7003	RC PIPE (CL III)(18 IN)	LF	44	$ 100.00	$ 4,400.00	$ 110.00	$ 4,840.00	$ 150.00	$ 6,600.00	$ (40.00)	$ (1,760.00)	-36.36%
22	467	7307	SET (TY II)(18 IN)(RCP)(6:1)(C)	EA	4	$ 1,500.00	$ 6,000.00	$ 1,650.00	$ 6,600.00	$ 2,500.00	$ 10,000.00	$ (850.00)	$ (3,400.00)	-51.52%
23	479	7004	ADJUSTING MANHOLES (UTILITY BOX)	EA	2	$ 800.00	$ 1,600.00	$ 880.00	$ 1,760.00	$ 1,000.00	$ 2,000.00	$ (120.00)	$ (240.00)	-13.64%
24	479	7007	ADJUSTING MANHOLES (WATER VALVE BOX)	EA	1	$ 600.00	$ 600.00	$ 660.00	$ 660.00	$ 1,000.00	$ 1,000.00	$ (340.00)	$ (340.00)	-51.52%
25	479	7008	ADJUSTING MANHOLES (WATER METER)	EA	1	$ 500.00	$ 500.00	$ 550.00	$ 550.00	$ 1,000.00	$ 1,000.00	$ (450.00)	$ (450.00)	-81.82%
26	502	7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	5	$ 4,800.00	$ 24,000.00	$ 5,280.00	$ 26,400.00	$ 5,000.00	$ 25,000.00	$ 280.00	$ 1,400.00	5.30%
27	505	7003	TMA (MOBILE OPERATION)(3 TRUCKS)	DAY	2	$ 441.00	$ 882.00	$ 485.10	$ 970.20	$ 1,000.00	$ 2,000.00	$ (514.90)	$ (1,029.80)	-106.14%
28	506	7021	CONSTRUCTION EXITS (INSTALL)(TY 2)	SY	234	$ 30.00	$ 7,020.00	$ 33.00	$ 7,722.00	$ 15.00	$ 3,510.00	$ 18.00	$ 4,212.00	54.55%
29	506	7024	CONSTRUCTION EXITS (REMOVE)	SY	234	$ 10.00	$ 2,340.00	$ 11.00	$ 2,574.00	$ 6.00	$ 1,404.00	$ 5.00	$ 1,170.00	45.45%
30	506	7039	TEMP SEDMT CONT FENCE (INSTALL)	LF	2715	$ 6.00	$ 16,290.00	$ 6.60	$ 17,919.00	$ 10.00	$ 27,150.00	$ (3.40)	$ (9,231.00)	-51.52%
31	506	7041	TEMP SEDMT CONT FENCE (REMOVE)	LF	2715	$ 2.00	$ 5,430.00	$ 2.20	$ 5,973.00	$ 3.00	$ 8,145.00	$ (0.80)	$ (2,172.00)	-36.36%
32	506	7044	BIODEG EROSN CONT LOGS (INSTALL)(12')	LF	90	$ 4.52	$ 406.80	$ 4.97	$ 447.30	$ 25.00	$ 2,250.00	$ (20.03)	$ (1,802.70)	-403.02%
33	506	7046	BIODEG EROSN CONT LOGS (REMOVE)	LF	90	$ 1.05	$ 94.50	$ 1.16	$ 104.40	$ 10.00	$ 900.00	$ (8.84)	$ (795.60)	-762.07%
34	529	7009	CONC CURB & GUTTER (TY II)	LF	183	$ 44.00	$ 8,052.00	$ 48.40	$ 8,857.20	$ 60.00	$ 10,980.00	$ (11.60)	$ (2,122.80)	-23.97%
35	530	7006	DRIVEWAYS (CONC)	SY	262	$ 127.00	$ 33,274.00	$ 139.70	$ 36,601.40	$ 108.00	$ 28,296.00	$ 31.70	$ 8,305.40	22.69%
36	531	7003	CONC SIDEWALKS (6")	SY	3563	$ 75.00	$ 267,225.00	$ 82.50	$ 293,947.50	$ 108.00	$ 384,804.00	$ (25.50)	$ (90,856.50)	-30.91%
37	531	7005	CURB RAMPS (TY 1)	EA	5	$ 2,300.00	$ 11,500.00	$ 2,530.00	$ 12,650.00	$ 3,000.00	$ 15,000.00	$ (470.00)	$ (2,350.00)	-18.58%
38	531	7006	CURB RAMPS (TY 2)	EA	6	$ 2,400.00	$ 14,400.00	$ 2,640.00	$ 15,840.00	$ 3,000.00	$ 18,000.00	$ (360.00)	$ (2,160.00)	-13.64%
39	531	7008	CURB RAMPS (TY 5)	EA	1	$ 2,500.00	$ 2,500.00	$ 2,750.00	$ 2,750.00	$ 4,000.00	$ 4,000.00	$ (1,250.00)	$ (1,250.00)	-45.45%
40	531	7011	CURB RAMPS (TY 10)	EA	4	$ 2,000.00	$ 8,000.00	$ 2,200.00	$ 8,800.00	$ 3,000.00	$ 12,000.00	$ (800.00)	$ (3,200.00)	-36.36%
41	550	7007	CHAIN LINK FENCE (REMOVE)	LF	40	$ 10.00	$ 400.00	$ 11.00	$ 440.00	$ 50.00	$ 2,000.00	$ (39.00)	$ (1,560.00)	-354.55%
42	6099	7001	PEDESTRIAN ILLUMINATION ASSEMBLY	EA	25	$ 7,500.00	$ 187,500.00	$ 8,250.00	$ 206,250.00	$ 9,000.00	$ 225,000.00	$ (750.00)	$ (18,750.00)	-9.09%
43	644	7001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	38	$ 1,200.00	$ 45,600.00	$ 1,320.00	$ 50,160.00	$ 1,300.00	$ 49,400.00	$ 20.00	$ 760.00	1.52%
44	666	7030	REFL PAV MRK TY I (W)12"(SLD)(100MIL)	LF	76	$ 3.00	$ 228.00	$ 3.30	$ 250.80	$ 6.00	$ 456.00	$ (2.70)	$ (205.20)	-81.82%
45	666	7036	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	2016	$ 6.00	$ 12,096.00	$ 6.60	$ 13,305.60	$ 8.00	$ 16,128.00	$ (1.40)	$ (2,822.40)	-21.21%
46	666	7084	REFL PAV MRK TY I (W)(SYMBOL)(100MIL)	EA	30	$ 300.00	$ 9,000.00	$ 330.00	$ 9,900.00	$ 325.00	$ 9,750.00	$ 5.00	$ 150.00	1.52%
47	666	7093	REFL PAV MRK TY I (W)(BIKE ARW)(100MIL)	EA	14	$ 120.00	$ 1,680.00	$ 132.00	$ 1,848.00	$ 200.00	$ 2,800.00	$ (68.00)	$ (952.00)	-51.52%
48	666	7099	REFL PAV MRK TY I (W)(BIKE SYML)(100MIL)	EA	14	$ 160.00	$ 2,240.00	$ 176.00	$ 2,464.00	$ 300.00	$ 4,200.00	$ (124.00)	$ (1,736.00)	-70.45%
49	666	7417	REFL PAV MRK TY I (Y)4"(SLD)(100MIL)	LF	5884	$ 0.50	$ 2,942.00	$ 0.55	$ 3,236.20	$ 2.00	$ 11,768.00	$ (1.45)	$ (8,531.80)	-263.64%
50	677	7008	ELIM EXT PM & MRKS (24")	LF	950	$ 4.00	$ 3,800.00	$ 4.40	$ 4,180.00	$ 6.00	$ 5,700.00	$ (1.60)	$ (1,520.00)	-36.36%
51	5005	7001	REMOVABLE BOLLARD	EA	8	$ 2,200.00	$ 17,600.00	$ 2,420.00	$ 19,360.00	$ 3,000.00	$ 24,000.00	$ (580.00)	$ (4,640.00)	-23.97%
52	5071	7001	REMOVE AND REPLACE LANDSCAPE FENCE	LF	20	$ 100.00	$ 2,000.00	$ 110.00	$ 2,200.00	$ 250.00	$ 5,000.00	$ (140.00)	$ (2,800.00)	-127.27%
						EST TOTAL (TABULATED)	$ 1,712,237.30	EST MOB TOTAL (TAB)	$ 1,883,461.30	BID TOTAL (TABULATED)	$ 1,621,198.00		$ 262,263.30	
										2ND LOWEST BID				
										UNDER ENGINEER'S			$ 262,263.30	13.92%
										OVER 1ST LOWEST BIDDER			$ 81,618.93	4.33%

CORRECTED COST BASED ON UNIT PRICE

Schedule "D"

Major Work Items

SCHEDULE D
SOUTHMOST NATURE TRAIL PHASE III
BID No. 141-26-BMT-IFB
MAJOR ITEMS CONTRIBUTING TO TOTAL ENGINEER'S ESTIMATE
Bid Opening 05/21/2026

						ENGINEER'S ESTIMATE				2GS, LLC DBA EARTHWORKS ENTERPRISE				
REF NO.	ITEM NO.	DESC CODE	DESCRIPTION	UNIT	QUANTITY (Q)	UNIT PRICE (ENG UP)	TABULATED ESTIMATE AMOUNT (Q) * (ENG UP)	UNIT PRICE W/MOB (ENG UP * 10%) (UP/MOB)	TABULATED ESTIMATE AMOUNT W/MOB (Q * UP/MOB)	UNIT PRICE (2GS UP)	TABULATED BID AMOUNT (Q) * (2GS UP)	COMPARE ENG EST UNIT PRICE TO 2GS UNIT PRICE (UNDER)/OVER	COMPARE ENG EST TOTAL PRICE TO 2GS TOTAL PRICE (UNDER)/OVER	PERCENT DIFFERENCE
1	100	7002	PREPARING ROW	STA	100	$ 6,500.00	$ 650,000.00	$ 7,150.00	$ 715,000.00	$ 1,150.00	$ 115,000.00	$ 6,000.00	$ 600,000.00	83.92%
5	110	7001	EXCAV (ROADWAY)	CY	2332	$ 6.00	$ 13,992.00	$ 6.60	$ 15,391.20	$ 28.00	$ 65,296.00	$ (21.40)	$ (49,904.80)	-324.24%
7	160	7002	FURN & PLACE TOPSOIL (4")	SY	100	$ 4.00	$ 400.00	$ 4.40	$ 440.00	$ 21.00	$ 2,100.00	$ (16.60)	$ (1,660.00)	-377.27%
8	164	7042	DRILL SEED (PERM_RURAL_CLAY)	AC	2	$ 800.00	$ 1,600.00	$ 880.00	$ 1,760.00	$ 2,415.00	$ 4,830.00	$ (1,535.00)	$ (3,070.00)	-174.43%
9	164	7045	DRILL SEED (TEMP)(WARM)	AC	2	$ 800.00	$ 1,600.00	$ 880.00	$ 1,760.00	$ 2,205.00	$ 4,410.00	$ (1,325.00)	$ (2,650.00)	-150.57%
10	168	7001	VEGETATIVE WATERING	TGL	115	$ 19.00	$ 2,185.00	$ 20.90	$ 2,403.50	$ 93.00	$ 10,695.00	$ (72.10)	$ (8,291.50)	-344.98%
11	204	7001	SPRINKLING (DUST CONTROL)	TGL	23	$ 1.00	$ 23.00	$ 1.10	$ 25.30	$ 93.00	$ 2,139.00	$ (91.90)	$ (2,113.70)	-8354.55%
12	216	7001	PROOF ROLLING	HR	25	$ 47.00	$ 1,175.00	$ 51.70	$ 1,292.50	$ 65.00	$ 1,625.00	$ (13.30)	$ (332.50)	-25.73%
13	247	7259	FL BS (RDWY DEL)(TY A GR 1-2)(FNAL POS)	CY	1374	$ 88.00	$ 120,912.00	$ 96.80	$ 133,003.20	$ 210.00	$ 288,540.00	$ (113.20)	$ (155,536.80)	-116.94%
27	505	7003	TMA (MOBILE OPERATION)(3 TRUCKS)	DAY	2	$ 441.00	$ 882.00	$ 485.10	$ 970.20	$ 3,400.00	$ 6,800.00	$ (2,914.90)	$ (5,829.80)	-600.89%
32	506	7044	BIODEG EROSN CONT LOGS (INSTALL)(12')	LF	90	$ 4.52	$ 406.80	$ 4.97	$ 447.30	$ 6.14	$ 552.60	$ (1.17)	$ (105.30)	-23.54%
33	506	7046	BIODEG EROSN CONT LOGS (REMOVE)	LF	90	$ 1.05	$ 94.50	$ 1.16	$ 104.40	$ 1.31	$ 117.90	$ (0.15)	$ (13.50)	-12.93%
36	531	7003	CONC SIDEWALKS (6")	SY	3563	$ 75.00	$ 267,225.00	$ 82.50	$ 293,947.50	$ 72.00	$ 256,536.00	$ 10.50	$ 37,411.50	12.73%
41	550	7007	CHAIN LINK FENCE (REMOVE)	LF	40	$ 10.00	$ 400.00	$ 11.00	$ 440.00	$ 12.00	$ 480.00	$ (1.00)	$ (40.00)	-9.09%
42	6099	7001	PEDESTRIAN ILLUMINATION ASSEMBLY	EA	25	$ 7,500.00	$ 187,500.00	$ 8,250.00	$ 206,250.00	$ 13,860.00	$ 346,500.00	$ (5,610.00)	$ (140,250.00)	-68.00%
49	666	7417	REFL PAV MRK TY I (Y)4"(SLD)(100MIL)	LF	5884	$ 0.50	$ 2,942.00	$ 0.55	$ 3,236.20	$ 1.16	$ 6,825.44	$ (0.61)	$ (3,589.24)	-110.91%
						EST TOTAL (TABULATED)	$ 1,251,337.30	EST MOB TOTAL (TAB)	$ 1,376,471.30	BID TOTAL (TABULATED)	$ 1,112,446.94		$ 264,024.36	
													19.18%	
													1ST LOWEST BID	

CORRECTED COST BASED ON UNIT PRICE

600 W. Interstate 2, Pharr, Texas 78577
956.702.6100
txdot.gov

August 4, 2026

Honorable John Cowen, Jr.
Mayor
1001 E. Elizabeth Street
Brownsville, Texas 78520

RE: Southmost Nature Trail Phase III Project
Letter to Award
CSJ# 0921-06-360 / City of Brownsville

Dear Mayor Cowen:

We have completed our review of the bid package and analysis that was included with the City of Brownsville (City) letter dated July 24, 2026, and we do concur with awarding the contract to 2GS LLC dba Earthworks Enterprise with their low bid amount of $1,539,579.07. The City may now award the contract and move forward with construction operations.

Ms. Yahaira Marroquin, out of the San Benito Area Office, will serve as our construction project manager and your point of contact from this point forward. Please work directly with her to ensure all requirements are met for you to receive the federal/state funding participation outlined in the Advance Funding Agreement. Ms. Marroquin can be contacted at (956)-399-5102 or Yahaira.Marroquin@txdot.gov. In addition, and as a reminder, the local government construction procedures that the City of Brownsville will need to follow can be found at http://www.txdot.gov/government/processes-procedures/lgp-toolkit.html.

If you have any questions, feel free to call me or our Design Support Supervisor, Agustin Ramirez, P.E. at (956) 702-6304.

Sincerely,

DocuSigned by:
Pedro R. Alvarez
EA4D7BFDA748C...

Pedro R. Alvarez, P.E.
Pharr District Engineer

Cc:

Rex A. Costley, P.E., Deputy District Engineer
Norma Y. Garza, P.E., Director of Transportation Planning and Development
Dora E. Robles, P.E., District Advance Transportation Planning Director
Andres Espinoza, P.E., San Benito Area Engineer
Agustin Ramirez, P.E., Design Support Supervisor
Eduardo Saenz, P.E., TxDOT Project Manager
Alan Guard, City of Brownsville, City Manager
Joel Garza, Jr., CPM, City of Brownsville, Director of Multimodal Transportation
Eva Garcia, City of Brownsville, Bicycle & Pedestrian Planner
Michael Medina, PTP, Executive Director, RGVMPO
Yahaira Marroquin, San Benito Area Office Construction Project Manager

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: Humberto Garcia Jr.

Title: Member

Date: 05/19/2026

Company Name: 2GS LLC dba Earthworks Enterprise

Phone: (956) 424-3414

Email: Beto@2gsllc.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.**

[redacted]

2 N/A **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.**

[redacted]

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.**

[redacted]

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 N/A 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

[redacted]9/2026

Date

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

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

Form 3 – Texas Ethics Commission Certificate of Interested Parties (Form 1295)

Purpose

This form serves as an acknowledgment of the statutory requirement for certain vendors to file a Certificate of Interested Parties (Form 1295) with the Texas Ethics Commission (TEC) before a contract can be executed with the City of Brownsville.

The requirement applies to any contract that:

- Must be approved by the City Commission or executed by a City official before becoming effective, or
- Otherwise meets the criteria established by the Texas Ethics Commission under Texas Government Code §2252.908 and 1 Texas Administrative Code Chapter 46.

Respondent Acknowledgment

By signing below, the Respondent certifies and acknowledges the following:

1. The Respondent has reviewed the requirements of Texas Government Code §2252.908 and 1 TAC Chapter 46.
2. When applicable, the Respondent shall complete and file Form 1295 electronically at https://www.ethics.state.tx.us/filinginfo/1295/ to obtain a Certificate Number issued by the TEC.
3. The Respondent shall print and provide a PDF copy to the City of Brownsville Procurement Department **after** notice of intent to award but prior to contract execution.
4. The Respondent understands that the City may not execute a contract until a completed and verified Form 1295 is received.
5. The Respondent acknowledges that the Certificate of Interested Parties will be made publicly accessible on the TEC's website in accordance with state law.

Certification

By signing below, the undersigned Respondent certifies that they have read and understood the requirements of Texas Government Code §2252.908 and 1 TAC Chapter 46 and that a completed Form 1295 will be filed and provided to the City prior to contract execution, if applicable.

The Respondent further understands that the Form 1295 itself must be signed in accordance with TEC requirements.

Signature: _____

Printed Name: Humberto Garcia Jr

Title: member

Date: 8/10/26

Company Name: 2GS LLC dba Earthworks Enterprise

Phone: (956) 424-3414

Email: beto@2gsllc.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:
2026-1499253

Date Filed:
08/06/2026

Date Acknowledged:

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

2GS, LLC dba Earthworks Enterprise
Penitas , 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.

141-26-BMT-IFB
Southmost Nature Trail Phase III (SNT III)

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Garcia Jr., Humberto	Penitas, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Humberto Garcia Jr, and my date of birth is 8/25/81.

My address is PO BOX 595, Penitas (city), Tx (state), 78576 (zip code), USA (country).

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

Executed in Hidalgo County, State of Tx, on the 6 day of August (month), 2026 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1499253

Date Filed:
08/06/2026

Date Acknowledged:
08/10/2026

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

2GS, LLC dba Earthworks Enterprise
Penitas , 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.

141-26-BMT-IFB
Southmost Nature Trail Phase III (SNT III)

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Garcia Jr., Humberto	Penitas, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

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

Contract Summary Form
Contract Number 141-26-BMT-IFB

Procurement Info	
Procurement Method:	**IFB, RFP, RFQ**
New Contract:	**Yes ☒ No ☐**
Advertisement Dates, if any:	**April 18, 2026 and April 25, 2026**
Award Date:	**Tuesday, August 18, 2026**
Contractor	
Vendor Name:	2GS LLC dba Earthworks Enterprise
Address:	7100 W Expressway 83, Palmview, Tx 78572
Point of Contact / Project Manager*:	Humberto Garcia Jr.
Email Address:	Beto@2gsllc.com
City Contact Information	
Department:	**Multimodal Transportation**
Point of Contact / Project Manager:	**Eva L. Garcia**
Email Address:	eva.garcia@brownsvilletx.gov
Contract Term	
Contract Amount:	**$1,539,579.07**
Contract Base/Primary Term:	98 Calendar Days from Notice to Proceed
Renewal Periods (if any):	N/A
Total Term of Contract:	98 Calendar Days
Important	
Liquidated Damages:	$1,000.00 per calendar day
Maintenance, Payment & Performance Bonds	Upon City Commission Approval – Exhibit "M, N & O"
Project funded:	through FHWA Carbon Reduction Program administered by TxDOT; contractor shall comply with all applicable TxDOT and FHWA requirements.
TxDot Standard Specifications and Special Provisions	Exhibit "O"
Verification of Non-Debarment through System for Award Management (SAM.GOV)	Exhibit "U"
Davis-Bacon	Exhibit "V". For all Davis-Bacon covered activities, the most current applicable Wage Determination published by the U.S. Department of Labor and available at the time of each new Purchase Order issuance shall be incorporated and used.
City Internal Use	
Signature Sections	**Signature Page: 12**
State or Federal Funds:	**Yes ☒ No ☐ - TXDOT**
GL Account:	

CONTRACT FOR:
Southmost Nature Trail Phase III (SNT III)

A. AGREEMENT

This Agreement is made by and between:

the Owner ("Owner" or "City"): The City of Brownsville
1001 E. Elizabeth St., P.O. Box 911
Brownsville, Texas 78520

and the Contractor ("Contractor"): 2GS LLC dba Earthworks Enterprise
7100 W Expressway 83
Palmview, Tx 78572

for the following Project ("Project"): IFB #: 141-26-BMT-IFB
755 International Blvd.
Brownsville, Texas 78520

Each individually referred to as a "Party" and collectively referred to as the "Parties". Owner and Contractor, in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

B. CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the project. The Contract Documents consist of the following Exhibits:

A. This Agreement;
B. Notice of Award;
C. Invitation For Bids (IFB) # 141-26-BMT-IFB;
D. Addenda, as indicated in the IFB;
E. Original Bid submittal;
F. Official Bid Tabulation, Bid Analysis & Recommendation Letter;
G. Drawings & Specifications;
H. General Conditions & Supplementary Conditions;
I. Special Conditions;
J. Certificates of Insurance;
K. Release of Liens;
L. Payment Bond; *(Upon City Commission Approval)*
M. Performance Bond; *(Upon City Commission Approval)*
N. Maintenance Bond; *(Upon City Commission Approval)*
O. TxDot Standard Specifications and Special Provisions
P. State of Texas Child Support Business Ownership Form
Q. TxDot Concurrence Letter Award
R. Confirmation that vendor is pre-qualified thought TxDot
S. Form 2 - Statement of Conflict of Interest

T. Form 3 - Texas Ethics Commission Certificate of Interested Parties (1295)
U. Verification of Non-Debarment through System for Award Management (SAM.GOV)
V. Davis-Bacon Act WD #: **TX20260051**
W. Written Change Orders issued after execution of this Agreement,

which are attached hereto and incorporated herein, and made a part of this Agreement for all purposes. The Contract Documents represent the entire and integrated agreement between the Owner and the Contractor and supersede all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both the Owner and the Contractor. In the event of an inconsistency or conflict in any of the provisions of the Contract Documents, then the inconsistency or conflict shall be resolved by giving precedence first to this Agreement then to the Contract Documents in the order in which they are listed above.

C. WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents for the Project identified herein.

D. PROJECT

The Project is the total construction for 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, and is generally defined as IFB #: 141-26-BMT-IFB

E. CONTRACT PRICE; PAYMENT TERMS

Owner agrees to pay Contractor for performance of the Work in accordance with the Contract Documents the guaranteed maximum price of **One Million Five Hundred Thirty-Nine Thousand Five Hundred Seventy-Nine Dollars and Seven Cents ($1,539,579.07)** (hereinafter "Guaranteed Maximum Price" or "GMP"). Guaranteed Maximum Price includes all costs incurred by Contractor, including but not limited to Costs of Work (including among others, labor, equipment, materials, fees, inspections, and permits), construction contingency amount, and Contractor's overhead, all bond financing, profit, price escalation and market price variations. Nothing contained in this Agreement shall require the Owner to pay Contractor an aggregate amount that exceeds the Guaranteed Maximum Price or to make any payment if, in the Owner's belief, the cost to complete the Work would exceed the Guaranteed Maximum Price. Change orders may be approved in writing by Owner for increased costs needed for refinement, development and completion of the Project. However, the maximum allowable amount of change orders payable to the Project shall not exceed twenty-five percent (25%) of the Guaranteed Maximum Price for the Project.

The Owner shall pay within ***thirty (30) days*** for completed work in monthly draws, less 10% retainage, upon receipt of an acceptable invoice. Invoices shall be in standard form, Application and Certificate for Payment, and shall be accompanied by signed Conditional Release of Liens forms from each applicable subcontractor and supplier.

Retainage shall be paid within in thirty (30) days of receipt of an acceptable Final Invoice. The final Application for Payment shall be accompanied by signed Final Release and Waiver of Liens forms from all subcontractors and suppliers.

F. **CONTRACT TIME**

The Contract Time will commence to run on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 14 days after the Effective Date of the Agreement, and shall substantially complete the Work within 98 consecutive calendar days as identified in the Bid package.

G. **LIQUIDATED DAMAGES**

Contractor recognizes that time is of the essence for completion of the Work, and to achieve Final Acceptance of the Work, and City will suffer financial loss if the Work is not completed within the time(s) specified herein. The Contractor also recognizes the delays, expense and difficulties involved in proving in a legal proceeding, the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, Contractor agrees that as liquidated damages for delay (but not as a penalty), Contractor shall pay City **One Thousand Dollars ($1000.00)** for each day that expires after the time specified in Paragraph F above, for Final Acceptance until the City issues the Final Letter of Acceptance.

H. **INSPECTION AND FINAL ACCEPTANCE**

The City's inspection and acceptance of contractual compliance will be accomplished by an engineering Inspector of the engineering Department. The City reserves the right to reject unsatisfactory work within a 24-hour period. Contractors have 48 hours to correct unacceptable work. (To be corrected during regular working days, holidays or weekends.)

Prior to beginning work, the Contractor shall provide to the City a Schedule of Values related to the Work, which shall be used for purposes of periodic payments.

The Contract Sum shall include all materials, supplies, tools, equipment, permits, perimeter fencing, portable restrooms, construction debris container(s), supervision and labor necessary for the proper prosecution and completion of the Work.

The Contractor warrants that the completed Project shall be adequate for the purposes intended.

I. **INDEMNIFICATION**

(a) CONTRACTOR COVENANTS AND AGREES TO FULLY INDEMNIFY, DEFEND AND HOLD HARMLESS, THE CITY AND THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS AND REPRESENTATIVES OF THE CITY, INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION,

LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY, DEATH AND PROPERTY DAMAGE, MADE UPON THE CITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO CONTRACTOR'S ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY ACTS OR OMISSIONS OF CONTRACTOR, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONTRACTOR OF CONTRACTOR, AND THEIR RESPECTIVE OFFICERS, AGENTS EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OF THE RIGHTS OR PERFORMANCE OF THE DUTIES UNDER THIS AGREEMENT. THIS INDEMNIFICATION PROVISION IS SPECIFICALLY INTENDED TO OPERATE AND BE EFFECTIVE EVEN IF IT IS ALLEGED OR PROVEN THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED, IN WHOLE OR IN PART, BY ANY ACT, OMISSION OR NEGLIGENCE OF THE CITY. THIS INDEMNITY PROVISION IS INTENDED TO INCLUDE, WITHOUT LIMITATION, INDEMNITY FOR COSTS, EXPENSES AND LEGAL FEES INCURRED BY THE CITY IN DEFENDING AGAINST SUCH CLAIMS AND CAUSES OF ACTIONS. IN THE EVENT CONTRACTOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

(b) THE PROVISIONS OF THIS INDEMNITY ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. CONTRACTOR SHALL ADVISE THE CITY IN WRITING WITHIN 24 HOURS OF ANY CLAIM OR DEMAND AGAINST THE CITY OR CONTRACTOR KNOWN TO CONTRACTOR RELATED TO OR ARISING OUT OF CONTRACTOR'S ACTIVITIES UNDER THIS AGREEMENT, AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT CONTRACTOR'S COST. THE CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING CONTRACTOR OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.

(c) This Indemnification provision shall survive termination or expiration of the Agreement.

J. **INDEPENDENT CONTRACTOR; PERSONNEL**

(a) Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All Services shall be performed only by Contractor and Contractor's employees. Specifically, Contractor must perform within its own organization, work equivalent to at least thirty-five (35) percent of the Contract Price, unless otherwise approved by the City. Subject to and in accordance with the conditions and provisions of this Agreement, Contractor shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its officers, agents, servants, employees, consultants and subcontractors. Under no circumstances shall Contractor, or any of Contractor's employees, look to City as his/her employer,

or as a partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to City's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance, as well as any and all licenses and permits usual or necessary for conducting the Services. Contractor shall be responsible for paying all applicable local, state and federal taxes.

(b) Contractor represents and warrants to City that its employees performing Work hereunder will have sufficient expertise, training, licensure (if applicable) and experience to accomplish the Work for the Project.

(c) Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Contract Documents. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent. In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions.

K. INSURANCE

(a) The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Brownsville, Texas, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

(b) The City of Brownsville shall be given notice ten (10) days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Purchasing & Contract Services Department located at City Hall, 1001 E. Elizabeth St. 1st Floor Suite 101.

(c) The Contractor's insurance must be provided by an A.M. Best's "A-"rated or better insurance company authorized to issue insurance policies in the State of Texas, subject to approval by the City of Brownsville Department of Safety and Risk Management. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

i. Workers' Compensation and Employers' Liability Insurance

Contractor shall purchase and maintain such insurance coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Texas Labor Code, Ch. 406, as amended), and minimum limits for Employers' Liability as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or

result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of I Contractor' s employees. Any firm performing work for or on behalf of the City of Brownsville must provide Workers' Compensation insurance.

ii. General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage $1,000,000.

This coverage must include, but not limited to:

1. Coverage for the liability assumed by the Contractor under the indemnity provision of the contract.
2. Coverage for Premises/Operations
3. Products/Completed Operations
4. Broad Form Contractual Liability
5. Independent Contractors

iii. Commercial Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits:	Bodily injury	$250,000 each person, $500,000 each occurrence
	Property damage	$100,000 each occurrence

This insurance shall be kept in force until the work under this Agreement has been completed and accepted by the City. The City shall be listed as Additional Insured under the policy.

L. **TERMINATION**

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

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or

invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

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

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

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

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

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

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

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

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

M. WARRANTIES

The Contractor warrants to the Owner that materials and equipment furnished under the Agreement will be of good quality and new unless the Contract Documents require or permit otherwise. The

Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

N. MISCELLANEOUS PROVISIONS

(a) *Successors and Assigns.* All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, and their partners, assigns, successors, subcontractors, executors, heirs, officers, agents, employees, representatives, and administrators.

(b) *Choice of Law.* The laws of the state of Texas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

(c) *No Waiver of Governmental Immunity.* NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO WAIVE CITY'S GOVERNMENTAL IMMUNITY FROM LAWSUIT, WHICH IMMUNITY IS EXPRESSLY RETAINED TO THE EXTENT IT IS NOT CLEARLY AND UNAMBIGUOUSLY WAIVED BY STATE LAW.

(d) *Assignment.* Contractor shall not assign any of Contractor's rights under this Agreement, or delegate the performance of any of Contractor's duties hereunder, without the prior written consent of the City.

(e) *Modification or Amendment.* No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

(f) *Venue.* This Agreement and any and all matters arising directly or indirectly herefrom shall be governed by and construed and enforced in accordance with the Laws of the State of Texas, with the Federal and State Courts of **Cameron County**, Texas having jurisdiction. If at any time there is a dispute between or among the Parties with respect to any matter arising directly or indirectly from this Agreement (an "Agreement Matter"), the Parties agree that, prior to seeking judicial remedy, they will engage in face-to-face negotiations in an attempt to resolve such dispute and shall, upon failing to negotiate a mutually-satisfactory resolution, choose a mutually agreeable neutral third party to mediate such dispute. Mediation shall be non-binding and shall be confidential.

(g) *Execution and Consideration.* This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed

(h) *Notices.* Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

(i)

If to Contractor:	2GS LLC dba Earthworks Enterprise Attn: Humberto Garcia Jr. 7100 W Expressway 83 Palmview, Tx 78572
If to City:	City of Brownsville Attn: City Manager 1001 E Elizabeth St. Brownsville, TX 78520
With Copy to:	City of Brownsville Attn: City Attorney 1001 E Elizabeth St. Brownsville, TX 78520

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

(j) *Cumulative Remedies*. All rights and remedies of the Parties under this Agreement shall be cumulative, and none shall exclude any other right or remedy provided by law, or by any other provisions of the Agreement. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

(k) *Waiver of Breach*. A waiver by either Party of a breach of the Agreement by the other Party does not constitute a continuing waiver or a waiver of any subsequent breach of the Agreement.

(l) *No Third Party Beneficiaries*. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third party beneficiaries by entering into this Agreement.

(m) *Entire Understanding.* This document and any exhibit attached hereto, constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

(n) *Counterparts*. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original if properly executed.

(o) *Miscellaneous Drafting Provisions*. This Agreement shall be deemed drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and

are not intended to be used in construing this document.

(p) *Authority to Execute*. The individuals executing this Agreement on behalf of the respective Parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the Party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

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

(r) *Prohibition On Contracts With Companies Boycotting Israel*. Contractor acknowledges that in accordance with Chapter 2270 of the Texas Government Code, the City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The terms " boycott Israel" and" company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this* Agreement, *Contractor certifies that Contractor' s signature provides written verification to the City that Contractor: (1) does not boycott Israel, and (2) will not boycott Israel during the term of the Agreement.***

(s) Immigration Nationality Act. As required by law, Contractor shall verify the identify and employment eligibility of its employees who perform work under this Agreement, including completing the Employment Eligibility Verification Form (I-9). Upon request by the City, Contractor shall provide City with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this Agreement. Contractor shall adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any Contractor employee who is not legally eligible to perform such services. **CONTRACTOR SHALL INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY CONTRACTOR, CONTRACTOR'S EMPLOYEES, SUBCONTRACTORS, AGENTS, OR LICENSEES**. City, upon written notice to Contractor, shall have the right to immediately terminate this Agreement for violation of this provision by Contractor.

(t) *Representations*. Each signatory represents this Agreement has been read by the Party for which this Agreement is executed and that such Party has had an opportunity to confer with its legal counsel.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above.

NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESSED OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE CITY COMMISION OF THE CITY OF BROWNSVILLE.

EXECUTED THIS _____ DAY OF _____, 2026.

OWNER:

_____
(Signature)

_____
Print Name:
City of Brownsville

Approved as to Form:

Asst. City Attorney FOR
_____
Will Trevino
City Attorney

CONTRACTOR:

_____
(Signature)

Humberto Garcia Jr
_____
Print Name:

NOTIFICATION OF INTENT TO AWARD

To:	2GS LLC dba Earthworks Enterprise 7100 W Expressway 83 Palmview, Tx 78572
Date:	August 5, 2026
Attn:	**Humberto Garcia Jr.**
Project Title	Southmost Nature Trail Phase III (SNT III)
Project Number	141-26-BMT-IFB

Dear Mr. Garcia,

On behalf of the City of Brownsville, I am pleased to announce that your company, 2GS LLC dba Earthworks Enterprise, will be submitted for approval to City Commission for the above referenced project on August 18, 2026.

This Notice of Intent to Award is subject to execution of a written contract and, as a result, this Notice does NOT constitute the formation of a contract between the City of Brownsville and 2GS LLC dba Earthworks Enterprise. 2GS LLC dba Earthworks Enterprise shall not acquire any legal or equitable rights relative to the contract services until a contract containing terms and conditions acceptable to the City of Brownsville is executed.

The City of Brownsville further reserves the right to cancel this Notice of Intent to Award at any time, with or without cause, prior to the execution of a written contract.

Congratulations and we look forward to working with your company on this project.

Thank you,

Damian Espinoza
Procurement Director
Procurement Department
City of Brownsville, Texas

BROWNSVILLE The Herald

PUBLISHER'S AFFIDAVIT
STATE OF TEXAS
COUNTY OF CAMERON

I, Sally Rodriguez, being duly sworn on her oath states that she is the Legal Representative of the BROWNSVILLE HERALD a semi-weekly newspaper in Cameron County and that the attached notice did print in the following issues:

Date: April 18, 2026
Acct City Of Bro.Purchasing L Acct #30004791
IO: #30279684 (Bid/Proposal/Qualificatio)

Subscribed and sworn to before me on this the 1st day of May 2026.

Notary Public for the State of Texas

Cristal Amada Trevino
My Commission Expires
4/1/2029
Notary ID135508080

SCANNED

The Brownsville Herald

PUBLISHER'S AFFIDAVIT
STATE OF TEXAS
COUNTY OF CAMERON

I, Sally Rodriguez, being duly sworn on her oath states that she is the Legal Representative of the BROWNSVILLE HERALD a semi-weekly newspaper in Cameron County and that the attached notice did print in the following issues:

Date: April 25, 2026
Acct City Of Bro.Purchasing L Acct #30004791
IO: #30279842 (Bid/Proposal/Qualificatio)

Subscribed and sworn to before me on this the 1st day of May 2026.

Notary Public for the State of Texas

Cristal Amada Trevino
My Commission Expires
4/1/2029
Notary ID135508080

SCANNED

101 Legal Notices

BROWNSVILLE

City of Brownsville Procurement Department

INVITATION

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

Description	Number	Pre-Bid/Proposal Meeting	Opening Meeting
Invitation for Bids: Southmost Nature Trail Phase III	*B 141-26-SMT-IFB	Tuesday, April 28, 2026 @ 10:00 A.M CT IN-PERSON & TEAMS VIRTUAL MEETING 1001 E. Elizabeth St. Brownsville, TX, 78520	Thursday, May 21, 2026 @ 3:00 P.M CT IN-PERSON & TEAMS VIRTUAL MEETING 1001 E. Elizabeth St. Brownsville, TX, 78520
Request for Qualifications for Sales Tax Audit, Compliance, Analytics, and Revenue Enhancement Services	*Q 217-26-FIN-RFQ	Tuesday, April 28, 2026 @ 10:00 A.M CT TEAMS VIRTUAL MEETING	Wednesday, May 20, 2026 @ 3:00 P.M CT TEAMS VIRTUAL MEETING
Invitation For Bids For: Information Technology Department Capital Improvement Project: Proposed 5g & Fiber Design	*B 159-26-IT-IFB	Tuesday, May 5, 2026 @ 10:00 A.M CT TEAMS VIRTUAL MEETING	Thursday, May 28, 2026 @ 2:00 P.M CT TEAMS VIRTUAL MEETING
Invitation for Bids: Carbon Reduction Program Off-System	*B 174-26-EPW-IFB	Monday, May 4, 2026 @ 10:00 A.M CT IN-PERSON & TEAMS VIRTUAL MEETING 1001 E. Elizabeth St. Brownsville, TX, 78520	Thursday, May 21, 2026 @ 3:30 P.M CT IN-PERSON & TEAMS VIRTUAL MEETING 1001 E. Elizabeth St. Brownsville, TX, 78520
Invitation for Bids: Brownsville Traffic Monitoring & Management of Signalized Roads	*B 143-26-EPW-IFB	Tuesday, May 5, 2026 @ 10:00 A.M CT TEAMS VIRTUAL MEETING	Thursday, May 28, 2026 @ 3:00 P.M CT TEAMS VIRTUAL MEETING

Interested Bidders/Proposer are invited to attend the Bid/Proposal opening via Video conference on the dates specified. Presence is not mandatory. Specifications may also be viewed and downloaded at: http://www.brownsvilletx.gov or https://brownsvilletx.bonfirehub.com/ (956) 548-6087 office. e-mail: purchasing@brownsvilletx.gov.

04/25/2026

101 Legal Notices

Cameron County
Fair Housing Policy

In accordance with the Fair Housing Act, Cameron County hereby adopts the following policy with respect to the Affirmatively Further Fair Housing:

1. Cameron County agrees to: affirmatively further Fair Housing choice for all seven protected classes (race, color, religion, sex, disability, familial status, and national origin).
2. Cameron County agrees to plan at least one activity during the contract term to affirmatively further Fair Housing.
3. Cameron County will introduce and pass a resolution adopting this policy.

As Officers and Representatives of Cameron County Commissioner's Court, we the undersigned, on this 7th day of April, 2026, have read and fully agree to this plan, and become a party to the full implementation of this Program.

Eddie Trevino, Jr., County Judge

Sofia Benavides, Precinct 1 Commissioner — Jose Luis Lopez, Precinct 2 Commissioner

David A. Garza, Precinct 3 Commissioner — Gus Ruiz, Precinct 4 Commissioner

Attested:

Sylvia Garza-Perez, County Clerk

Condado de Cameron
Política de Vivienda Justa

De conformidad con la Ley de Equidad de Vivienda el Condado de Cameron adopta la siguiente Política con respecto a la promoción de Vivienda Equitativa Afirmativamente.

1. El Condado de Cameron acuerda afirmativamente más opciones de vivienda justa para las siete clases protegidas raza, color, religion, sexo, discapacidad, estado familiar y origen nacional.
2. El Condado de Cameron para alentar planificar al menos una actividad durante el plazo del contrato pea alenta afirmativamente la vivienda justa.
3. El Condado de Cameron presentará una resolución adoptando esta política.

Como oficiales y representates de la Corte de Comisionados del Condado de Cameron nosotros los abajo firmantes, en este día 7 de abril de 2026, hemos leído y estamos totalmente de acuerdo con este plan y nos covertimos en parte de la implementación de este programa.

Eddie Trevino Jr., County Judge

Sofia Benavides, Precinct 1 Commissioner — Jose Luis Lopez, Precinct 2 Commissioner

David A. Garza, Precinct 3 Commissioner — Gus Ruiz, Precinct 4 Commissioner

Attested:

Sylvia Garza-Perez, County Clerk

PUBLIC NOTICE — TOWN OF BAYVIEW
SUBSTANDARD STRUCTURES ORDINANCE

On March 27, 2026, the Town of Bayview, Texas adopted an ordinance for the administration and governance of substandard structures and declaring them to be public nuisances subject to repair, vacating, securing, or demolition upon order of the Building and Standards Commission after notice and public hearing. Failure to comply with an order of the Building and Standards Commission may result in the Town taking corrective action and assessing related costs as a lien against the property containing the substandard structure(s) or otherwise assessing civil penalties in an amount not to exceed $1000 per violation.

101 Legal Notices

Cameron County, Texas
Commissioners' Court
1100 E. Monroe Street
Brownsville, Texas 78520
Office (956)544-0830 Fax (956)544-0801

PUBLIC NOTICE OF INTENT TO CONSIDER TAX ABATEMENT AGREEMENTS AT THE JUNE 2, 2026 COMMISSIONERS' COURT REGULAR MEETING

THE CAMERON COUNTY COMMISSIONERS' COURT WILL MEET FOR A REGULARLY SCHEDULED PUBLIC MEETING ON TUESDAY, JUNE 2, 2026 AT 9:30 A.M. IN THE COURTROOM ON THE 2ND FLOOR AT THE CAMERON COUNTY COURTHOUSE, OSCAR C. DANCY BUILDING, 1100 E. MONROE STREET, BROWNSVILLE, TEXAS AND WILL HOLD A PUBLIC HEARING TO CONSIDER APPROVAL OF TAX ABATEMENT AGREEMENTS

1. THE NAME OF THE PROPERTY OWNER IS THE BROWNSVILLE NAVIGATION DISTRICT OF CAMERON COUNTY, TEXAS, AND THE NAME OF THE APPLICANT FOR THE TAX ABATEMENT AGREEMENTS IS: SARONIC TECHNOLOGIES, INC., NATALIE WIEGAND, VICE PRESIDENT OF OPERATIONS.

2. THE NAME AND LOCATION OF THE REINVESTMENT ZONE IN WHICH THE PROPERTY SUBJECT TO THE AGREEMENTS ARE LOCATED: CAMERON COUNTY IS AN ENTERPRISE ZONE AND THE PROJECT SITE IS IN THE PORT OF BROWNSVILLE: PARCEL #1) 591.76 ACRES OUT OF A 9,028. 7 ACRE TRACT OUT OF SHARES 3 OF THE SAN MARTIN GRANT, CAMERON COUNTY, TEXAS, SAID 9,028.7 ACRE TRACT RECORDED IN VOLUME 999, PAGE 697, DEED RECORDS OF CAMERON COUNTY, TEXAS; PARCEL #2) 1,701.47 ACRES OUT OF A 9,028.7 ACRE TRACT OUT OF SHARES 3 AND 4 OF THE SAN MARTIN GRANT, CAMERON COUNTY, TEXAS, SAID 9,028.7 ACRE TRACT RECORDED IN VOLUME 999, PAGE 697, DEED RECORDS OF CAMERON COUNTY, TEXAS; PARCEL #3) 835.27 ACRES OUT OF A PORTION OF A 9,028.7 ACRE TRACT OUT OF SHARES 4 AND 5 OF THE SAN MARTIN GRANT, CAMERON COUNTY, TEXAS, SAID 9,028.7 ACRE TRACT RECORDED IN VOLUME 999, PAGE 697, DEED RECORDS OF CAMERON COUNTY, TEXAS; PARCEL #4) 1,231.72 ACRES OUT OF A PORTION OF A 9,028.7 ACRE TRACT OUT OF SHARES 4 AND 5 OF THE SAN MARTIN GRANT, CAMERON COUNTY, TEXAS, SAID 9,028.7 ACRE TRACT RECORDED IN VOLUME 999, PAGE 697, DEED RECORDS OF CAMERON COUNTY, TEXAS.

3. A GENERAL DESCRIPTION OF THE NATURE OF THE IMPROVEMENTS OR REPAIRS INCLUDED IN THE AGREEMENTS ARE: NEW SHIP AND BOAT MANUFACTURING FACILITIES FOR MILITARY AND COMMERCIAL USE INCLUDING FOUR (4) PHASES AND RELATED INFRASTRUCTURE.

4. THE ESTIMATED COST OF THE IMPROVEMENTS OR REPAIRS IS ESTIMATED TO BE $3.2 BILLION WITH ESTIMATED PROPERTY TAX VALUES OF $2.7 BILLION.

SIGNED THIS 21ST DAY OF APRIL, 2026.

EDDIE TREVIÑO, JR.
COUNTY JUDGE

Questions regarding this notice should be directed to the County Judge's Staff at (956) 544-0830. Cameron County Courthouse Accessibility Statement. This meeting is accessible to disabled persons. There are six (6) parking spaces reserved for the disabled on Monroe Street at the front entrance of the 1912 Cameron County Courthouse, Oscar C. Dancy Building. The building is accessible through the front entrance handicapped ramps and elevators.

SCANNE

AMIGOS DEL VALLE, INC.
REQUEST FOR PROPOSALS
"New 2026 7-8 Passenger Minivan for Casa #2"

Amigos Del Valle, Inc. (ADV) is seeking sealed Request for Proposals (RFP) from qualified dealers for **New 2026 7-8 Passenger Minivan for Casa #2**. The Legal Notice and RFP specifications will be available on Monday, **April 20, 2026**, and may be picked up at Amigos Del Valle, Inc., 212 W 18th St, Mission, TX 78572.

SEALED RFP must be properly addressed to Emanuel Rodriguez, Procurement/Transportation Manager, and submitted at Amigos Del Valle, Inc., 212 W 18th St, Mission, TX 78572, (956) 213-9400, extension 3009.

ONE (1) ORIGINAL AND ONE (1) COPY OF ALL RFPs ARE REQUIRED with the proper notation written on the lower left-hand corner of the envelope: RFP – "**New 2026 7-8 Passenger Minivan for Casa #2**". The deadline for submitting a sealed RFP is on May 15, 2026, at 10:00 A.M.

NO FACSIMILES, EMAILS, OR LATE ARRIVALS WILL BE ACCEPTED. ANY SEALED REQUEST FOR PROPOSALS (RFP) RECEIVED AFTER THE SUBMITTAL DEADLINE WILL NOT BE OPENED AND WILL BE RETURNED.

OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF THE EXPRESS ENVELOPE OR PACKAGE ABOUT THE RFP.

AMIGOS DEL VALLE, INC. RESERVES THE RIGHT TO REFUSE AND REJECT ANY AND ALL RFPs AND TO WAIVE ANY AND ALL FORMALITIES OR TECHNICALITIES, OR TO ACCEPT THE RFP CONSIDERED THE BEST AND MOST ADVANTAGEOUS TO AMIGOS DEL VALLE, INC.

Emanuel Rodriguez
Procurement/Transportation Manager
erodriguez@advrgv.org

218 Personal Services
Aztec House Leveling & Remodeling Co. House Cracking? Foundation Problem? Remodeling/Roofing FREE ESTIMATES Mgr 412-1558 McA 631-8995 Brwn 546-5657

MRC
• Roof Leaks
• Roof Repairs Commercial / Residential
(956)202-1428

230 Home Improvements
We Do Carports Installed $7.49 per square foot (For example, 24x24 = $4,314) Includes everything, labor, and lifetime materials! Call for a quote (956)466-7001

726 Real Estate Notes
WE BUY Real Estate Notes 956-399-1199

101 Legal Notices

CITY OF BROWNSVILLE
City of Brownsville Procurement Department

INVITATION

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

Description	Number	Pre-Bid/ Proposal Meeting	Site Visit	Proposal Opening
Request for Qualifications for: Southmost Area Corridor Study and Policy Initiative	*Q 206-26-PLN-RFQ	Monday, April 20, 2026 @ 10:00 A.M CT TEAMS VIRTUAL MEETING	N/A	Thursday, April 30, 2026 @ 3:00 P.M CT TEAMS VIRTUAL MEETING
Invitation for Bids: Southmost Nature Trail Phase III	*B 141-26-BMT-IFB	Tuesday, April 28, 2026 @ 10:00 A.M CT IN-PERSON & TEAMS VIRTUAL MEETING 1001 E. Elizabeth St. Brownsville, TX. 78520	N/A	Thursday, May 21, 2026 @ 3:00 P.M CT IN-PERSON & TEAMS VIRTUAL MEETING 1001 E. Elizabeth St. Brownsville, TX. 78520
Request for Qualifications for: Sales Tax Audit, Compliance, Analytics, and Revenue Enhancement Services	*Q 217-26-FIN-RFQ	Tuesday, April 28, 2026 @ 10:00 A.M CT TEAMS VIRTUAL MEETING	N/A	Wednesday, May 20, 2026 @ 3:00 P.M CT TEAMS VIRTUAL MEETING

Interested Bidders/Proposer are invited to attend the Bid/Proposal opening via Video conference on the dates specified. Presence is not mandatory. Specifications may also be viewed and downloaded at: http://www.brownsvilletx.gov or https://brownsvilletx.bonfirehub.com/ (956) 548-6067 office, e-mail: purchasing@brownsvilletx.gov

04/18/2026

CAMERON COUNTY
INVITATION

Cameron County is requesting bids/proposals/qualifications for the following, which should BE REFERENCED ON ENVELOPE, ATTN: COMMISSIONERS COURT - SEALED BID/PROPOSAL:
DEADLINE - 3:00 p.m.

04/29/26	BID #1485	CAUSEWAY LIGHTING REPAIRS (QUEEN ISABELLA)
04/29/26	BID #1975	TIRE DISPOSAL WASTE)
04/29/26	BID #2507	ROAD MACHINERY & FARM IMPLEMENT O.E.M. PARTS
05/06/26	BID #260404	PURCHASE OF POLICE PATROL MOTORCYCLES

A = Annual Q = Quarterly B = Bid RFP = Proposal RFQ = Qualifications

Detailed specifications are available from Delia Loera at 956/544-0671 of the County Purchasing Department or website – Bids & Specs. Tab https://www.cameroncountytx.gov/purchasing-bids-rfqs-addms-tabs/

Your sealed submittals should contain the REFERENCE "ATTN: COMMISSIONERS COURT – SEALED BID/PROPOSAL/REQUEST FOR QUALIFICATIONS ON THE OUTSIDE OF YOUR RETURN ENVELOPE and addressed and sent to the County Purchasing Department - **Cameron County Courthouse, (Dancy Building) 1100 E. Monroe St., Basement Floor, Room # B17, Brownsville, TX. 78520.** Properly referenced and returned Bids/ RFP's / RFQ's will be opened at the Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas in the Purchasing Department – Basement Floor – Room #B17 at 3:00 p.m. (as per Purchasing Dept. time clock) on deadline date. Bidders are invited to attend. Cameron County is an Equal Employment Opportunity Employer and expressly reserves the right to accept or reject any and all submittals and may waive formalities.

04/18/2026

405 Yard Sales / Flea Market
Treasure Lake Garage Sales Several Homes April 17-19 9am - 5pm 18999 George St San Benito Tx

719 Timeshares & Condos
FOR RENT 1 BEDROOM/1BATH CONDO $1,295 MONTHLY LOCATED AT SOUTH PADRE ISLAND, TX CALL FURCRON REALTORS 956-761-6661

727 Businesses
WE BUY LAND! WE BUY HOUSES /APARTMENTS! *ANYWHERE! *ANY CONDITION! WE PAY CASH! *ANY PRICE! >956-295-0559<

WE BUY MOBILE HOMES / RV'S!! *HOUSES TO BE MOVED IN ANY AREA!! *ANY CONDITION!! WE PAY CASH!! *ANY PRICE!! >956-545-1111<

FIND YOUR NEXT APARTMENT
myRGV
Call: 956-683-4709

101 Legal Notices

CITATION BY PUBLICATION-TRC 109 & 114

THE STATE OF TEXAS
2025-DCL-07039

Freedom Mortgage Corporation § IN THE 107TH DISTRICT COURT
vs § OF
Manuel Figueroa Jr, Arturo Figueroa, Roel Figueroa, The Unknown Heirs at Law of Manuel Figueroa, Sr., and the Unknown Heirs at Law of Maria Figueroa § CAMERON COUNTY, TEXAS

TO: **The Unknown Heirs at Law of Manuel Figueroa, Sr., Deceased**
The Unknown Heirs at Law of Maria Figueroa, Deceased

NOTICE TO DEFENDANT: "You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 am on the Monday next following the expiration of 42 days after the date this citation was issued, a default judgment may be taken against you. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at TexasLawHelp.org."

You are hereby commanded to appear by filing a written answer to the Original Petition at or before 10:00 o'clock A.M. on the Monday next after the expiration of 42 days after the date of issuance of this citation before the Honorable 107th District Court of Cameron County, at the Courthouse in said County in Brownsville, Texas. Said Original Petition was filed in said court on the 29th day of December, 2025 in the above entitled cause.

A brief statement of the nature of this suit is as follows, to-wit:
LOT NUMBER 24,25 AND 26, CITRUS VALLEY SUBDIVISION, CITY OF FERIA, CAMERON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN CABINET I, PAGE 53-B, MAP RECORDS, CAMERON COUNTY, TEXAS
as is more fully shown by Original Petition on file in th is suit.

Laura Perez-Hinojosa
Deputy Clerk

101 Legal Notices

BROWNSVILLE PUBLIC UTILITIES BOARD

INVITATION TO BID/PROPOSE

NO.	PRE-BID/ PROPOSAL CONFERENCE VIA CONFERENCE CALL	SUBMISSION	OPENING	NAME
B 038-26	N/A	05/06/26 5:00 PM	05/07/26 10:30 AM	Annual Supply of Water & Wastewater Chemicals for BPUB & SRWA

***B/P/Q (BID/PROPOSAL/QUALIFICATIONS)**

Sealed bids/proposals/qualifications will be received by the Brownsville Public Utilities Board, at the office of DIANE SOLITAIRE, PURCHASING, 1155 FM 511, OLMITO, TEXAS 78575, (956) 983-6364. The bids/proposals/qualifications will be received until the date specified above. INTERESTED BIDDERS/PROPOSERS MAY OBTAIN SPECIFICATIONS AND/OR INFORMATION AT THE BPUB PURCHASING DEPARTMENT. Bidders/Proposers are invited to attend the bid/proposal/qualification opening at the Office of the Purchasing Department on the dates specified. Presence at the bid opening is not mandatory. Specifications may also be obtained at https://www.brownsville-pub.com/rfp_status/open/ or at https://www.bidnetdirect.com/texas/brownsville-pub

04/18/26

PROCUREMENT SERVICES DEPARTMENT

INVITATION
BID/CSP/RFQ (Bid/Competitive Sealed Proposal/Request for Qualification)

Description	Number	Submission/ Opening
Professional Educators and School Board Legal Liability Insurance **Senior Buyer: Marisela Ayala, CTSBO**	CSP 26-130	05/07/2026 Submission 4:00PM Opening 4:15 PM

Respondents must submit bids/proposals electronically using the BISD eBid System by the established deadline (*Not applicable), or sealed bids/proposals/qualifications may be received at the office of Mrs. Delia Rodriguez, RTSBA, CTCD Procurement Services Director, 1900 E. Price Rd, 1st Floor, RM 107, Brownsville, TX 78521-2417, (956) 548-8361. If you have any questions, please get in touch with the assigned Senior Buyer, as listed above. **The BISD eBid System's website is https://bisdpurchasing.ionwave.net.**

04/18/2026

myRGV Classifieds .com SCANNE

ADDENDUM #1

Invitation For Bids For: Southmost Nature Trail Phase III

IFB #: 141-26-BMT-IFB

ADDENDUM NOTICE
This Addendum modifies the original solicitation documents. Respondents are responsible for reviewing all changes, clarifications, and revisions contained herein.

ACTION REQUIRED:
Addendum acknowledgment shall be completed in Form 1 – Proposal Acknowledgment & Authorized Contact.

Separate signatures, email confirmations, or individual acknowledgments for each addendum are not required unless explicitly stated in this Addendum.

CONTACT INFORMATION:

Alondra Palacios
City of Brownsville – Procurement Department
City Hall 1001 E. Elizabeth St. 1ST FLOOR Suite No. 101 Brownsville, Texas 78520
Phone: (956) 548-6087
Email: purchasing@brownsvilletx.gov

Clarifications/Additional Information/Changes to the Original Solicitation Package:

- **Answers to the questions – Attachment "A"**

Public Q&A

Cost Range?

Vendor, Apr 21, 2026 10:28 AM CDT, Not Public - Pending

Is there an estimated cost range?

- As stated in Section 1.9 of the solicitation package, the City of Brownsville will not be disclosing budget information for this project.

Pre-bid meeting attendees list

Vendor, Apr 30, 2026 9:53 AM CDT, Not Public - Pending

Would you please post the pre-bid meeting attendees list?

1. Summary

Meeting title	Pre-Bid Meeting: 141-26-BMT-IFB Southmost Nature Trail Phase III
Attended participants	4
Start time	4/28/26, 9:52:50 AM
End time	4/28/26, 10:07:42 AM
Meeting duration	14m 52s
Average attendance time	11m 34s

2. Participants

Name	First Join	Last Leave	In-Meeting Duration	Email	Participant ID (UPN)	Role
Alondra Palacios	4/28/26, 9:52:51 AM	4/28/26, 10:07:42 AM	14m 50s	Alondra.Palacios@brownsvilletx.gov	Alondra.Palacios@brownsvillet	Organizer
Eva Garcia	4/28/26, 9:54:12 AM	4/28/26, 10:07:41 AM	13m 28s	Eva.Garcia@brownsvilletx.gov	Eva.Garcia@brownsvilletx.gov	Presenter
Eduardo Saenz	4/28/26, 9:57:54 AM	4/28/26, 10:07:40 AM	9m 45s	Eduardo.Saenz@txdot.gov	Eduardo.Saenz@txdot.gov	Presenter
Joey Borjas (Unverified)	4/28/26, 9:59:29 AM	4/28/26, 10:07:40 AM	8m 11s			Presenter

3. In-Meeting Activities

Name	Join Time	Leave Time	Duration	Email	Role
Alondra Palacios	4/28/26, 9:52:51 AM	4/28/26, 10:07:42 AM	14m 50s	Alondra.Palacios@brownsvilletx.gov	Organizer
Eva Garcia	4/28/26, 9:54:12 AM	4/28/26, 10:07:41 AM	13m 28s	Eva.Garcia@brownsvilletx.gov	Presenter
Eduardo Saenz	4/28/26, 9:57:54 AM	4/28/26, 10:07:40 AM	9m 45s	Eduardo.Saenz@txdot.gov	Presenter
Joey Borjas (Unverified)	4/28/26, 9:59:29 AM	4/28/26, 10:07:40 AM	8m 11s		Presenter

4. Meeting Engagement

Name	Engagement Type	Time
Alondra Palacios	Unmuted	4/28/26, 10:04:40 AM
Eva Garcia	Unmuted	4/28/26, 9:56:10 AM
Eva Garcia	Unmuted	4/28/26, 9:56:25 AM
Eva Garcia	Unmuted	4/28/26, 9:56:36 AM
Eva Garcia	Unmuted	4/28/26, 9:59:09 AM
Eva Garcia	Unmuted	4/28/26, 9:59:59 AM
Eva Garcia	Sent reaction "like"	4/28/26, 10:04:57 AM
Eduardo Saenz	Unmuted	4/28/26, 9:57:59 AM
Eduardo Saenz	Unmuted	4/28/26, 10:04:57 AM
Eduardo Saenz	Unmuted	4/28/26, 10:07:38 AM
Joey Borjas (Unverified)	Turned on camera	4/28/26, 9:59:50 AM
Joey Borjas (Unverified)	Unmuted	4/28/26, 9:59:55 AM

Form 1 – Proposal Acknowledgment & Authorized Contact

Purpose

This form officially acknowledges the Respondent's intention to submit a response to this solicitation. It also identifies the authorized contact who is empowered to act on behalf of the Respondent and will serve as the primary point of contact throughout the project. By submitting this form, the Respondent acknowledges and accepts all terms, conditions, and requirements stated in the solicitation.

Solicitation No. 141-26-BMT-IFB

Respondent Information

Legal Entity Name: 2GS LLC dba Earthworks Enterprise

Primary Contact Name: Humberto Garcia Jr.

Title: Member

Telephone: (956)424-3414 Email: Beto@2gsllc.com

Acknowledgment of Solicitation Requirements

By signing below, the Respondent certifies and acknowledges the following:

1. The Respondent has examined the solicitation documents, including all addenda issued, and is familiar with all conditions affecting the response.
2. The Respondent understands that submission of this acknowledgment constitutes a binding offer subject to the terms, conditions, and validity period stated in the solicitation package issued by the City of Brownsville.
3. The Respondent certifies that they possess full authority to bind the entity and to enter into an agreement with the City of Brownsville if selected.
4. The Respondent acknowledges that failure to submit this completed form or to sign below may result in rejection of the response as nonresponsive.
5. The Respondent acknowledges receipt of all addenda issued and confirms that all changes, clarifications, and revisions have been incorporated into this submission.

☐ No Addenda Issued Out

☐ Addendum No. 1 Date: 5/11/26

☐ Addendum No. ____ Date: _____

☐ Addendum No. ____ Date: _____

☐ Addendum No. ____ Date: _____

☐ Addendum No. ____ Date: _____

☐ Addendum No. ____ Date: _____

(Attach additional sheet if necessary)

Note: This acknowledgment applies to all addenda issued, regardless of whether each addendum is individually listed above.

Certification

By signing below, the undersigned Respondent certifies that all statements made herein are true and correct and that they are duly authorized to sign this form and bind the Respondent to its contents.

Signature: _____

Printed Name: Humberto Garcia Jr.

Title: Member

Date: 05/19/2026

Company Name: 2GS LLC dba Earthworks Enterprise

Phone: (956) 424-3414

Email: beto@2gsllc.com

Exhibit "E"

BASE BID (SOUTHMOST NATURE TRAIL PHASE III)

Note: The blank spaces for each item as required in the proposal shall be fill in by writing in ink except as provide below. The bidder shall submit a unit price for each item for which a bid is requested (including a zero if appropriate), except in the case of an alternate. In such case, prices must be submitted for the base bid or with the items of one or more of the alternates. A bid item left blank, except in the case of an alternate item, will be considered an incomplete bid.

ALT	ITEM NO	DESC CODE	SP NO	CC SP NO	DESCRIPTION	UNIT OF MEASURE-MENT	APPROXIMATE QUANTITY	UNIT PRICE (IN FIGURES) DOLLARS & CENTS	AMOUNT (IN FIGURES) DOLLARS & CENTS
	100	7002			PREPARING ROW	STA	100		
	104	7011			REMOV CONC (DRIVEWAYS)	SY	126		
	104	7013			REMOV CONC (SIDEWALK, RAMP OR SUP)	SY	260		
	104	7017			REMOV CONC (CURB & GUTTER)	LF	273		
	110	7001			EXCAV (ROADWAY)	CY	2,332		
	132	7002			EMBANK (FNL)(DC)(TY A)	CY	103		
	160	7002			FURN & PLACE TOPSOIL (4")	SY	100		
	164	7042			DRILL SEED (PERM_RURAL_CLAY)	AC	2		
	164	7045			DRILL SEED (TEMP)(WARM)	AC	2		
	168	7001			VEGETATIVE WATERING	TGL	115		
	204	7001			SPRINKLING (DUST CONTROL)	TGL	23		
	216	7001			PROOF ROLLING	HR	25		
	247	7259			FL BS (RDWY DEL)(TY A GR 1-2)(FNAL POS)	CY	1,374		
	250	7002			GEOGRID BASE REINFORCEMENT (TY 2)	SY	5,496		
	260	7005			LIME (COM OR QK)(SLURRY)	TON	45		
	260	7006			LIME TRT (EXIST MATL)(6")	SY	5,920		
	310	7004			PRIME COAT (MC-30)	GAL	1,100		
	341	7044			D-GR HMA TY-D SAC-A PG64-22	TON	419		
	416	7040			DRILL SHAFT (RDWY ILL POLE) (30")	LF	250		
	450	7063			RAIL (HANDRAIL)(TY F)	LF	50		
	464	7003			RC PIPE (CL III)(18 IN)	LF	44		
	467	7307			SET (TY II)(18 IN)(RCP)(6:1)(C)	EA	4		
	479	7004			ADJUSTING MANHOLES (UTILITY BOX)	EA	2		
	479	7007			ADJUSTING MANHOLES (WATER VALVE BOX)	EA	1		
	479	7008			ADJUSTING MANHOLES (WATER METER)	EA	1		
	502	7001			BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	5		
	505	7003			TMA (MOBILE OPERATION) (3 TRUCKS)	DAY	2		
	506	7021			CONSTRUCTION EXITS (INSTALL) (TY 2)	SY	234		
	506	7024			CONSTRUCTION EXITS (REMOVE)	SY	234		
	506	7039			TEMP SEDMT CONT FENCE (INSTALL)	LF	2,715		
	506	7041			TEMP SEDMT CONT FENCE (REMOVE)	LF	2,715		
	506	7044			BIODEG EROSN CONT LOGS (INSTALL)(12')	LF	90		
	506	7046			BIODEG EROSN CONT LOGS (REMOVE)	LF	90		
	529	7009			CONC CURB & GUTTER (TY II)	LF	183		
	530	7006			DRIVEWAYS (CONC)	SY	262		
	531	7003			CONC SIDEWALKS (6")	SY	3,563		
	531	7005			CURB RAMPS (TY 1)	EA	5		
	531	7006			CURB RAMPS (TY 2)	EA	6		
	531	7008			CURB RAMPS (TY 5)	EA	1		
	531	7011			CURB RAMPS (TY 10)	EA	4		
	550	7007			CHAIN LINK FENCE (REMOVE)	LF	40		
	6099	7001			PEDESTRIAN ILLUMINATION ASSEMBLY	EA	25		
	644	7001			IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	38		
	666	7030			REFL PAV MRK TY I (W)12"(SLD)(100MIL)	LF	76		
	666	7036			REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	2,016		
	666	7084			REFL PAV MRK TY I (W)(SYMBOL)(100MIL)	EA	30		
	666	7093			REFL PAV MRK TY I (W)(BIKE ARW)(100MIL)	EA	14		
	666	7099			REFL PAV MRK TY I(W)(BIKE SYML)(100MIL)	EA	14		
	666	7417			REFL PAV MRK TY I (Y)4"(SLD)(100MIL)	LF	5,884		
	677	7008			ELIM EXT PM & MRKS (24")	LF	950		
	5005	7001			REMOVABLE BOLLARD	EA	8		
	5071	7001			REMOVE AND REPLACE LANDSCAPE FENCE	LF	20		
					SOUTHMOST NATURE TRAIL PHASE III BID TOTAL =				

Total in words:_____

July 24, 2026

Eduardo Saenz, P.E.
Transportation Engineer
TxDOT Pharr District
600 W. Expressway 83
Pharr, Texas 78577

Re: City of Brownsville Southmost Nature Trail Phase III Project Letter of Recommendation/Bid Analysis.
Solicitation Number 141-26-BMT-IFB CSJ:0921-06-360

Dear Mr. Saenz,

City of Brownsville (City) received three (3) bids for the Southmost Nature Trail Phase III project (CSJ 0921-06-360): Anahuac Infrastructure LLC, 2GS LLC dba Earthworks Enterprise, and Artillery LLC. The City has diligently evaluated the submissions for the referenced project and conducted a comprehensive review of all documentation. Subsequently, we collaborated with our engineering consultant, RRP Consulting Engineers, LLC, for a thorough bid analysis.

Based on the City's Invitation to Bid Section 3: Bid Submission Requirements, Anahuac Infrastructure, LLC was determined to be nonresponsive as they did not provide confirmation of TxDOT Confidential Bidder Questionnaire certification. Otherwise, as per the Bid Analysis, it has been determined that the bids are staisfactory and no "unbalance" in te bids were identified.

As stated in the attached Engineer's Letter of Recommendation, it is our recommendation to award the contract to the lowest bidder, 2BS LLC dba Earthworks Enterprise.

If you should have any questions or comments, feel free to contact me.

Respectfully yours,

J. Joel Garza Jr.
City of Brownsville

July 24, 2026

Eva L Garcia
City of Brownsville
Multimodal Transportation
755 International Blvd.
Brownsville, TX 78520

Re: City of Brownsville Southmost Nature Trail Phase III Project
Letter of Recommendation/Bid Analysis. Solicitation Number 141-26-BMT-IFB

Dear Mrs. Garcia,

RRP Consulting Engineer's LLC has reviewed the bid information provided by three (3) bidders Anahuac Infrastructure LLC, 2GS LLC dba Earthworks Enterprise, and Artillery LLC for the Southmost Nature Trail Phase III Project. During tabulations of bids RRP did encounter differences related to rounding of unit prices to Anahuac Infrastructure, LLC for a total of $14.02 adjustment see Temp Sedmt Cont Fence Items and BIODEG Erosn Cont Logs 506 and 2GS, LLC dba Earthworks Enterprise total of $29.42 adjustment to Item 666-7417, see adjustment details in Schedule "A" attached to Bid Analysis.

Based on the bid tabulation and the findings of Anahuac Infrastructure, LLC as Nonresponsive, RRP Consulting Engineer's LLC did prepare a Bid Analysis with the two (2) remaining responsive bidders 2GS LLC dba Earthworks Enterprise tabulated bid of $1,539,579.07 is the lowest bidder, and Artillery, LLC as the second lowest bidder at $1,621,198.00. The 2GS, LLC dba Earthworks Enterprise bid of $1,539,579.07 is $81,618.93 or 5.30% under Artillery, LLC bid and $343,882.23 or 18.26% under the Engineer's Estimate of $1,883,461.30. We have attached Bid Analysis with respect to the Engineer's Estimate for your reference (is labeled Attachment 1).

We have reviewed the bid forms, bid bond, and other required bid documents as shown in the attached Bid Award Checklist (See Attachment 2). Based on the Bid Analysis it is our recommendation to award the contract to the lowest bidder, **2GS LLC dba Earthworks Enterprise.**

If you have any questions/comments or concerns, please contact me.

Respectfully Yours,

Abel Marroquin III, P.E.
Project Manager
Attachments: Bid Tabulation & Bid Analysis Worksheets

Attachment 1
ENGINEER'S Bid ANALYSIS REPORT AND TABULATION SCHEDULES

CITY OF BROWNSVILLE

SOUTHMOST NATURE TRAIL PHASE III

BID NO: 141-26-BMT-IFB

CSJ NO: 0921-05-360

BID ANALYSIS

PREPARED FOR: CITY OF BROWNSVILLE

PREPARED BY:

Attachment 1

Engineer's Bid Analysis Report

And Tabulation Schedules

CITY OF BROWNSVILLE

SOUTHMOST NATURE TRAIL PHASE III

BID ANALYSIS – BID NO: 141-26-BMT-IFB CSJ NO: 0921-06-360

Schedule "A" – Overall Bid Tabulation all Bidders with Bid Amounts of each Bidder compared to determine Differences and Percentages.

City of Brownsville (City) received Three (3) bids for the Southmost Nature Trail Phase III project, Anahuac Infrastructure, LLC, 2GS, LLC dba Earthworks Enterprise, and Artillery, LLC.

Based on the City of Brownsville's Invitation to Bid Section 3: Bid Submission Requirements, Anahuac Infrastructure, LLC was determined to be **NONRESPONSIVE** as they did not provide confirmation of TxDOT Confidential Bidder Questionnaire certification.

Schedule "A-1" – Overall Bid Tabulation with comparison of all bidders' unit prices and total prices.

- Engineer's Estimate initially at $1,712,237.30.
- Mobilization was not included as a bid item but rather added as a percentage of the Engineer's Estimate at $171,224.00.
- Engineer's Estimate for evaluation at $1, 883,461.30
- 2GS, LLC dba Earthworks Enterprise is the lowest bidder at $1,539,579.07
- 2GS, LLC dba Earthworks Enterprise is $81,618.93 or 5.30% under Artillery, LLC bid and $343,882.23 or 18.26% under the Engineer's Estimate of $1,883,461.30.
- Artillery, LLC is the second lowest bidder at $1,621,198.00.

Bidders Total Bid Amount is compared to Engineer's Total Estimate Cost amount in table below.

ITEMS OF WORK	ENGINEER'S ESTIMATE	2GS, LLC BID AMOUNT	ARTILLERY BID AMOUNT		2GS, LLC COMPARED TO ARTILLERY LLC
EST/BIDS	$1,883,461.30	$1,539,579.07	$1,621,198.00		$81,618.93
ENGINEER'S EST LESS EACH BIDDER BID AMT	% AMT/UNDER ENGINEER'S ESTIMATE	$343,882.23 18.26%	$262,263.30 13.92%		$81,618.93 5.30% AMT 2GS LLC UNDER ARTILLERY LLC

Schedule "B" – Engineer's Estimate unit prices and total cost for each item

The major items were selected based on 5% of total bid or $100,000 as per Item 1L Abbreviation and Definitions of 2024 Specifications.

Below is comparison of the selected major items.

- **Item No. 100-7002 PREPARING ROW**
  Engineer's total estimate cost of **PREPARING ROW**
  work is $715,000.00 or 37.96% of the Engineer's Estimate cost amount $1,883,461.30.

- 2GS, LLC total bid cost amount of **PREPARING ROW** work is $115,000.00 or 7.47% of their total Bid of $1,539,579.07. In comparison their percentage (7.47% less 37.96%) is 30.49% below the Engineer's percentage.

- Artillery, LLC total bid cost amount of **PREPARING ROW** work is $125,000.00 or 7.71% of their total Bid of $1,621,198.00. In comparison their percentage (7.71% less 37.96%) is 30.25% below the Engineer's percentage.

- **Item No. 110-7001 EXCAV (ROADWAY)**
  Engineer's total estimate cost of **EXCAV (ROADWAY)**
  work is $15,391.20 or 0.82% of the Engineer's Estimate cost amount $1,883,461.30.

- 2GS, LLC total bid cost amount of **EXCAV (ROADWAY)** work is $65,296.00 or 4.24% of their total Bid of $1,539,579.07. In comparison their percentage (4.24% less 0.82%) is 3.42% above the Engineer's percentage.

- Artillery, LLC total bid cost amount of **EXCAV (ROADWAY)** work is $46,640.00 or 2.88% of their total Bid of $1,621,198.00. In comparison their percentage (2.88% less 0.82%) is 2.06% above the Engineer's percentage.

- **Item No. 164-7042 DRILL SEED (PERM_RURAL_CLAY)**
  Engineer's total estimate cost of **DRILL SEED (PERM_RURAL_CLAY)**
  work is $1,760.00 or 0.09% of the Engineer's Estimate cost amount $1,883,461.30.

- 2GS, LLC total bid cost amount of **DRILL SEED (PERM_RURAL_CLAY)** work is $4,830.00 or 0.31% of their total Bid of $1,539,579.07. In comparison their percentage (0.31% less 0.09%) is 0.22% above the Engineer's percentage.

- Artillery, LLC total bid cost amount of **DRILL SEED (PERM_RURAL_CLAY)** work is $16,000.00 or 0.99% of their total Bid of $1,621,198.00. In comparison their percentage (0.99% less 0.09%) is 0.89% above the Engineer's percentage.

- **Item No. 164-7045 DRILL SEED (TEMP)(WARM)**
  Engineer's total estimate cost of **DRILL SEED (TEMP)(WARM)** work is $1,760.00 or 0.09% of the Engineer's Estimate cost amount $1,883,461.30.

- 2GS, LLC total bid cost amount of **DRILL SEED (TEMP)(WARM)** work is $4,410.00 or 0.29% of their total Bid of $1,539,579.07. In comparison their percentage (0.29% less 0.09%) is 0.19% above the Engineer's percentage.

- Artillery, LLC total bid cost amount of **DRILL SEED (TEMP)(WARM)** work is $16,000.00 or 0.99% of their total Bid of $1,621,198.00. In comparison their percentage (0.99% less 0.09%) is 0.89% above the Engineer's percentage.

- **Item No. 168-7001 VEGETATIVE WATERING**
  Engineer's total estimate cost of **VEGETATIVE WATERING** work is $2,403.50 or 0.13% of the Engineer's Estimate cost amount $1,883,461.30.

- 2GS, LLC total bid cost amount of **VEGETATIVE WATERING** work is $10,695.00 or 0.69% of their total Bid of $1,539,579.07. In comparison their percentage (0.69% less 0.13%) is 0.57% above the Engineer's percentage.

- Artillery, LLC total bid cost amount of **VEGETATIVE WATERING** work is $2,875.00 or 0.18% of their total Bid of $1,621,198.00. In comparison their percentage (0.18% less 0.13%) is 0.05% above the Engineer's percentage.

- **Item No. 216-7001 PROOF ROLLING**
  Engineer's total estimate cost of **PROOF ROLLING** work is $1,292.50 or 0.07% of the Engineer's Estimate cost amount $1,883,461.30.

- 2GS, LLC total bid cost amount of **PROOF ROLLING** work is $1,625.00 or 0.11% of their total Bid of $1,539,579.07. In comparison their percentage (0.11% less 0.07%) is 0.04% above the Engineer's percentage.

- Artillery, LLC total bid cost amount of **PROOF ROLLING** work is $7,500.00 or 0.46% of their total Bid of $1,621,198.00. In comparison their percentage (0.46% less 0.07%) is 0.39% above the Engineer's percentage.

- **Item No. 247-7259 FL BS (RDWY DEL)(TY A GR 1-2)(FNAL POS)**
  Engineer's total estimate cost of **FL BS (RDWY DEL)(TY A GR 1-2)(FNAL POS)** work is $133,003.20 or 7.06% of the Engineer's Estimate cost amount $1,883,461.30.

- 2GS, LLC total bid cost amount of **FL BS (RDWY DEL)(TY A GR 1-2)(FNAL POS)** work is $288,540.00 or 18.74% of their total Bid of $1,539,579.07. In comparison their percentage (18.74% less 7.06%) is 11.68% above the Engineer's percentage.

- Artillery, LLC total bid cost amount of **FL BS (RDWY DEL)(TY A GR 1-2)(FNAL POS)** work is $89,310.00 or 5.51% of their total Bid of $1,621,198.00. In comparison their percentage (5.51% less 7.06%) is 1.55% below the Engineer's percentage.

- **Item No. 531-7003 CONC SIDWALKS (6")**
  Engineer's total estimate cost of **CONC SIDWALKS (6")** work is $293,947.50 or 15.61% of the Engineer's Estimate cost amount $1,883,461.30.

- 2GS, LLC total bid cost amount of **CONC SIDWALKS (6")** work is $256,536.00 or 16.66% of their total Bid of $1,539,579.07. In comparison their percentage (16.66% less 15.61%) is 1.06% above the Engineer's percentage.

- Artillery, LLC total bid cost amount of **CONC SIDWALKS (6")** work is $384,804.00 or 23.74% of their total Bid of $1,621,198.00. In comparison their percentage (23.74% less 15.61%) is 8.13% above the Engineer's percentage.

- **Item No. 6099-7001 PEDESTRIAN ILLUMINATION ASSEMBLY**
  Engineer's total estimate cost of **PEDESTRIAN ILLUMINATION ASSEMBLY** work is $206,250.00 or 10.95% of the Engineer's Estimate cost amount $1,883,461.30.

- 2GS, LLC total bid cost amount of **PEDESTRIAN ILLUMINATION ASSEMBLY** work is $346,500.00 or 22.51% of their total Bid of $1,539,579.07. In comparison their percentage (22.51% less 10.95%) is 11.56% above the Engineer's percentage.

- Artillery, LLC total bid cost amount of **PEDESTRIAN ILLUMINATION ASSEMPLY** work is $225,000.00 or 13.88% of their total Bid of $1,621,198.00. In comparison their percentage (13.88% less 10.95%) is 2.93% above the Engineer's percentage.

Schedule "C" – Unit Price Analysis with Respect to Engineer's Estimate by Item No.

The bid analysis process undertaken by RRP Consulting Engineer's, LLC did include an examination of the unit prices for reasonable conformance with the estimated prices, (see Schedule "C").

- Unit Prices for work Item No. 100-7002 PREPARING ROW
    - Engineer's Estimate – Qty. 100 STA X Unit Price $7,150.00 = $715,000.00
    - 2GS, LLC Unit Price $1,150.00 = $115,000.00
      Qty. 100 STA X Unit Price difference of $6,000.00 = $600,000.00 under or 83.92% lower than Engineer's Estimate Amount.
    - Artillery, LLC Unit Price $1,250.00 = $125,000.00
      Qty. 100 STA X Unit Price difference $5,900.00 = $590,000.00 under or 82.52% lower than Engineer's Estimate Amount.

- Unit Prices for work Item No. 110-7001 EXCAV (ROADWAY)
    - Engineer's Estimate – Qty. 2332 CY X Unit Price $6.60 = $15,391.20
    - 2GS, LLC Unit Price $28.00 = $65,296.00
      Qty. 2332 CY X Unit Price difference of $21.40 = $49,904.80 over or 324.24% higher than Engineer's Estimate Amount.
    - Artillery, LLC Unit Price $20.00 = $46,640.00
      Qty. 2332 CY X Unit Price difference $13.40 = $31,248.80 over or 203.03% higher than Engineer's Estimate Amount.

- Unit Prices for work Item No. 164-7042 DRILL SEED (PERM_RURAL_CLAY)
    - Engineer's Estimate – Qty. 2 AC X Unit Price $880.00 = $1,760.00
    - 2GS, LLC Unit Price $2,215.00 = $4,830.00
      Qty. 2 AC X Unit Price difference of $1,535.00 = $3,070.00 over or 174.43% higher than Engineer's Estimate Amount.
    - Artillery, LLC Unit Price $8,000.00 = $16,000.00
      Qty. 2 AC X Unit Price difference $7120.00 = $14,240.00 over or 809.09% higher than Engineer's Estimate Amount.

- Unit Prices for work Item No. 164-7045 DRILL SEED (TEMP)(WARM)
    - Engineer's Estimate – Qty. 2 AC X Unit Price $880.00 = $1,760.00
    - 2GS, LLC Unit Price $2,205.00 = $4,410.00
      Qty. 2 AC X Unit Price difference of $1,325.00 = $2,650.00 over or 150.57% higher than Engineer's Estimate Amount.
    - Artillery, LLC Unit Price $8,000.00 = $16,000.00
      Qty. 2 AC X Unit Price difference $7120.00 = $14,240.00 over or 809.09% higher than Engineer's Estimate Amount.

- Unit Prices for work Item No. 168-7001 VEGETATIVE WATERING
    - Engineer's Estimate – Qty. 115 TGL X Unit Price $20.90 = $2,403.50
    - 2GS, LLC Unit Price $93.00 = $10,695.00
      Qty. 115 TGL X Unit Price difference of $72.10 = $8,291.50 over or 344.98% higher than Engineer's Estimate Amount.
    - Artillery, LLC Unit Price $25.00 = $2,875.00
      Qty. 115 TGL X Unit Price difference $4.10 = $471.50 over or 19.62% higher than Engineer's Estimate Amount.

- Unit Prices for work Item No. 216-7001 PROOF ROLLING
    - Engineer's Estimate – Qty. 25 HR X Unit Price $51.70 = $1,292.50
    - 2GS, LLC Unit Price $65.00 = $1,625.00
      Qty. 25 HR X Unit Price difference of $13.30 = $332.50 over or 25.73% higher than Engineer's Estimate Amount.
    - Artillery, LLC Unit Price $300.00 = $7,500.00
      Qty. 25 HR X Unit Price difference $248.30 = $6,207.50 over or 480.27% higher than Engineer's Estimate Amount.

- Unit Prices for work Item No. 247-7259 FL BS (RDWY DEL)(TY A GR 1-2)(FNAL POS)
    - Engineer's Estimate – Qty. 1374 CY X Unit Price $96.80 = $133,003.20
    - 2GS, LLC Unit Price $210.00 = $288,540.00
      Qty. 1374 CY X Unit Price difference of $113.20 = $155,536.80 over or 116.94% higher than Engineer's Estimate Amount.
    - Artillery, LLC Unit Price $65.00 = $89,310.00
      Qty. 1374 CY X Unit Price difference $31.80 = $43,693.20 under or 32.85% lower than Engineer's Estimate Amount.

- Unit Prices for work Item No. 531-7003 CONC SIDEWALKS (6")
    - Engineer's Estimate – Qty. 3563 SY X Unit Price $82.50 = $293,947.50
    - 2GS, LLC Unit Price $72.00 = $256,536.00
      Qty. 3563 SY X Unit Price difference of $10.50 = $37,411.50 under or 12.73% lower than Engineer's Estimate Amount.
    - Artillery, LLC Unit Price $108.00 = $384,804.00
      Qty. 3563 SY X Unit Price difference $25.50 = $90,856.50 over or 30.91% higher than Engineer's Estimate Amount.

- Unit Prices for work Item No. 6099-7001 PEDESTRIAN ILLUMINATION ASSEMBLY
    - Engineer's Estimate – Qty. 25 EA X Unit Price $8,250.00 = $206,250.00
    - 2GS, LLC Unit Price $13,860.00 = $346,500.00
      Qty. 25 EA X Unit Price difference of $5,610.00 = $140,250.00 over or 68.00% higher than Engineer's Estimate Amount.
    - Artillery, LLC Unit Price $9,000.00 = $225,000.00
      Qty. 25 EA X Unit Price difference $750.00 = $18,750.50 over or 9.09% higher than Engineer's Estimate Amount.

Summary of Major Items contributing to Total Over Engineer's Estimate by Item Number as detailed in Schedule "D".

The Engineer's Estimate of $1,883,461.30 when compared 2GS, LLC dba Earthwork Enterprise bid amount of $1,539,579.07 there is a total difference of $343,882,23 under. The list shown are of major items' percentages above or below compared to the Engineer's Estimate for all responsive bidders.

- 2GS, LLC dba Earthwork Enterprise Over / Under when compared to Engineer's Estimate.

Item No. 110-7002 PREPARING ROW	$ 600,000.00	under	83.92%
Item No. 110-7001 EXCAV (ROADWAY)	$ 49,904.80	over	324.24%
Item No. 164-7045 DRILL SEED (PERM_RURAL_CLAY)	$ 3,070.00	over	174.43%
Item No. 164-7045 DRILL SEED (TEMP)(WARM)	$ 2,650.00	over	150.57%
Item No. 168-7001 VEGETATIVE WATERING	$ 8,291.50	over	344.98%
Item No. 216-7001 PROOF ROLLING	$ 332.50	over	25.73%
Item No. 247-7259 FL BS (RDWY DEL)(TY A GR 1-2)(FNAL POS)	$ 155,536.80	over	116.94%
Item No. 531-7003 CONC SIDEWALKS (6")	$ 37,411.50	under	12.73%
Item No. 6099-7001 PEDESTRIAN ILLUMINATION ASSEMBLY	$ 140,250.00	over	68.00%
TOTAL SUMMARY ITEMS OVER ENGINEER'S ESTIMATE	$ 360,035.60		
TOTAL SUMMARY ITEMS UNDER ENGINEERS ESTIMATE	$ 637,411.50		

- Artillery, LLC Over / Under when compared to Engineer's Estimate.

Item No. 110-7002 PREPARING ROW	$ 590,000.00	under	82.52%
Item No. 110-7001 EXCAV (ROADWAY)	$ 31,248.80	over	203.03%
Item No. 164-7045 DRILL SEED (PERM_RURAL_CLAY)	$ 14,240.00	over	809.09%
Item No. 164-7045 DRILL SEED (TEMP)(WARM)	$ 14,240.00	over	809.09%
Item No. 168-7001 VEGETATIVE WATERING	$ 471.50	over	19.62%
Item No. 216-7001 PROOF ROLLING	$ 6,207.50	over	480.27%
Item No. 247-7259 FL BS (RDWY DEL)(TY A GR 1-2)(FNAL POS)	$ 43,693.20	under	32.85%
Item No. 531-7003 CONC SIDEWALKS (6")	$ 90,856.50	over	30.91%
Item No. 6099-7001 PEDESTRIAN ILLUMINATION ASSEMBLY	$ 18,750.00	over	9.09%
TOTAL SUMMARY ITEMS OVER ENGINEER'S ESTIMATE	$ 176,014.30		
TOTAL SUMMARY ITEMS UNDER ENGINEERS ESTIMATE	$ 633,693.20		

Bid Analysis Considerations

Each Bidder's precent to total Bid Amount for each bid item was compared to Engineer's percent to total Estimate cost amount to assist in the determination of potential unbalanced bid items see details in Schedule "B". The examination/comparison of Bidder's unit prices and total bid amounts to the Engineer's Estimate were made in Schedule "C". The analysis performed related to both Schedules B and C did result in identifying a total of nine (9) items as shown in Schedule D titled Major Items.

Of the nine (9) significant items there were six (6) items PREP ROW, EXCAV (ROADWAY), DRILL SEEDING, VEGETATIVE WATERING, AND PROOF ROLLING, required closer review of the engineer's unit cost.

Bid Analysis Summary

As per the Bid Analysis, it has been determined that the bids are satisfactory and no "unbalance" in the bids were identified. It is recommended, based on the Bid Analysis, that the Low Bidder 2GS, LLC dba Earthwork Enterprise be awarded the contract.

Schedule "A"

Bid Tabulation

SCHEDULE A
SOUTHMOST NATURE TRAIL PHASE III
BID No. 141-26-BMT-IFB
BID TABULATION
Bid Opening 05/21/2026

REF NO.	ITEM NO.	DESC CODE	DESCRIPTION	UNIT	QUANTITY (Q)	ANAHUAC INFRASTRUCTURE, LLC. * NONRESPONSIVE		2GS LLC, DBA EARTHWORKS ENTERPRISE		ARTILLERY, LLC	
						UNIT PRICE (ANA UP)	TABULATED BID AMOUNT (Q) * (ANA UP)	UNIT PRICE (2GS UP)	TABULATED BID AMOUNT (Q) * (2GS UP)	UNIT PRICE (ART UP)	TABULATED BID AMOUNT (Q) * (ART UP)
1	100	7002	PREPARING ROW	STA	100	$ 598.69	$ 59,869.00	$ 1,150.00	$ 115,000.00	$ 1,250.00	$ 125,000.00
2	104	7011	REMOV CONC (DRIVEWAYS)	SY	126	$ 20.00	$ 2,520.00	$ 39.00	$ 4,914.00	$ 36.00	$ 4,536.00
3	104	7013	REMOV CONC (SIDEWALK, RAMP OR SUP)	SY	260	$ 20.00	$ 5,200.00	$ 34.00	$ 8,840.00	$ 36.00	$ 9,360.00
4	104	7017	REMOV CONC (CURB & GUTTER)	LF	273	$ 20.00	$ 5,460.00	$ 8.00	$ 2,184.00	$ 12.00	$ 3,276.00
5	110	7001	EXCAV (ROADWAY)	CY	2332	$ 21.70	$ 50,604.40	$ 28.00	$ 65,296.00	$ 20.00	$ 46,640.00
6	132	7002	EMBANK (FNL)(DC)(TY A)	CY	103	$ 42.25	$ 4,351.75	$ 26.00	$ 2,678.00	$ 50.00	$ 5,150.00
7	160	7002	FURN & PLACE TOPSOIL (4")	SY	100	$ 10.00	$ 1,000.00	$ 21.00	$ 2,100.00	$ 40.00	$ 4,000.00
8	164	7042	DRILL SEED (PERM_RURAL_CLAY)	AC	2	$ 3,105.00	$ 6,210.00	$ 2,415.00	$ 4,830.00	$ 8,000.00	$ 16,000.00
9	164	7045	DRILL SEED (TEMP)(WARM)	AC	2	$ 2,835.00	$ 5,670.00	$ 2,205.00	$ 4,410.00	$ 8,000.00	$ 16,000.00
10	168	7001	VEGETATIVE WATERING	TGL	115	$ 83.97	$ 9,656.55	$ 93.00	$ 10,695.00	$ 25.00	$ 2,875.00
11	204	7001	SPRINKLING (DUST CONTROL)	TGL	23	$ 30.00	$ 690.00	$ 93.00	$ 2,139.00	$ 150.00	$ 3,450.00
12	216	7001	PROOF ROLLING	HR	25	$ 300.00	$ 7,500.00	$ 65.00	$ 1,625.00	$ 300.00	$ 7,500.00
13	247	7259	FL BS (RDWY DEL)(TY A GR 1-2)(FNAL POS)	CY	1374	$ 90.00	$ 123,660.00	$ 210.00	$ 288,540.00	$ 65.00	$ 89,310.00
14	250	7002	GEOGRID BASE REINFORCEMENT (TY 2)	SY	5496	$ 5.19	$ 28,524.24	$ 3.60	$ 19,785.60	$ 7.50	$ 41,220.00
15	260	7005	LIME (COM OR QK)(SLURRY)	TON	45	$ 400.00	$ 18,000.00	$ 440.00	$ 19,800.00	$ 400.00	$ 18,000.00
16	260	7006	LIME TRT (EXIST MATL)(6")	SY	5920	$ 4.73	$ 28,001.60	$ 2.50	$ 14,800.00	$ 7.00	$ 41,440.00
17	310	7004	PRIME COAT (MC-30)	GAL	1100	$ 10.00	$ 11,000.00	$ 6.50	$ 7,150.00	$ 15.00	$ 16,500.00
18	341	7044	D-GR HMA TY-D SAC-A PG64-22	TON	419	$ 246.62	$ 103,333.78	$ 160.00	$ 67,040.00	$ 300.00	$ 125,700.00
19	416	7040	DRILL SHFT (RDWY ILL POLE)(30")	LF	250	$ 292.50	$ 73,125.00	$ 262.50	$ 65,625.00	$ 400.00	$ 100,000.00
20	450	7063	RAIL (HANDRAIL)(TY F)	LF	50	$ 329.40	$ 16,470.00	$ 385.00	$ 19,250.00	$ 500.00	$ 25,000.00
21	464	7003	RC PIPE (CL III)(18 IN)	LF	44	$ 143.78	$ 6,326.32	$ 79.00	$ 3,476.00	$ 150.00	$ 6,600.00
22	467	7307	SET (TY II)(18 IN)(RCP)(6:1)(C)	EA	4	$ 1,094.25	$ 4,377.00	$ 1,800.00	$ 7,200.00	$ 2,500.00	$ 10,000.00
23	479	7004	ADJUSTING MANHOLES (UTILITY BOX)	EA	2	$ 1,600.00	$ 3,200.00	$ 350.00	$ 700.00	$ 1,000.00	$ 2,000.00
24	479	7007	ADJUSTING MANHOLES (WATER VALVE BOX)	EA	1	$ 1,600.00	$ 1,600.00	$ 350.00	$ 350.00	$ 1,000.00	$ 1,000.00
25	479	7008	ADJUSTING MANHOLES (WATER METER)	EA	1	$ 300.00	$ 300.00	$ 350.00	$ 350.00	$ 1,000.00	$ 1,000.00
26	502	7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	5	$ 1,687.50	$ 8,437.50	$ 2,800.00	$ 14,000.00	$ 5,000.00	$ 25,000.00
27	505	7003	TMA (MOBILE OPERATION)(3 TRUCKS)	DAY	2	$ 3,507.30	$ 7,014.60	$ 3,400.00	$ 6,800.00	$ 1,000.00	$ 2,000.00
28	506	7021	CONSTRUCTION EXITS (INSTALL)(TY 2)	SY	234	$ 50.00	$ 11,700.00	$ 18.00	$ 4,212.00	$ 15.00	$ 3,510.00
29	506	7024	CONSTRUCTION EXITS (REMOVE)	SY	234	$ 15.00	$ 3,510.00	$ 6.00	$ 1,404.00	$ 6.00	$ 1,404.00
30	506	7039	TEMP SEDMT CONT FENCE (INSTALL)	LF	2715	$ 5.20	$ 14,118.00	$ 4.04	$ 10,968.60	$ 10.00	$ 27,150.00
31	506	7041	TEMP SEDMT CONT FENCE (REMOVE)	LF	2715	$ 1.69	$ 4,588.35	$ 1.31	$ 3,556.65	$ 3.00	$ 8,145.00
32	506	7044	BIODEG EROSN CONT LOGS (INSTALL)(12')	LF	90	$ 7.90	$ 711.00	$ 6.14	$ 552.60	$ 25.00	$ 2,250.00
33	506	7046	BIODEG EROSN CONT LOGS (REMOVE)	LF	90	$ 1.69	$ 152.10	$ 1.31	$ 117.90	$ 10.00	$ 900.00
34	529	7009	CONC CURB & GUTTER (TY II)	LF	183	$ 59.00	$ 10,797.00	$ 40.00	$ 7,320.00	$ 60.00	$ 10,980.00
35	530	7006	DRIVEWAYS (CONC)	SY	262	$ 100.00	$ 26,200.00	$ 89.00	$ 23,318.00	$ 108.00	$ 28,296.00
36	531	7003	CONC SIDEWALKS (6")	SY	3563	$ 100.00	$ 356,300.00	$ 72.00	$ 256,536.00	$ 108.00	$ 384,804.00
37	531	7005	CURB RAMPS (TY 1)	EA	5	$ 2,100.00	$ 10,500.00	$ 2,900.00	$ 14,500.00	$ 3,000.00	$ 15,000.00
38	531	7006	CURB RAMPS (TY 2)	EA	6	$ 2,100.00	$ 12,600.00	$ 2,800.00	$ 16,800.00	$ 3,000.00	$ 18,000.00
39	531	7008	CURB RAMPS (TY 5)	EA	1	$ 2,200.00	$ 2,200.00	$ 5,900.00	$ 5,900.00	$ 4,000.00	$ 4,000.00
40	531	7011	CURB RAMPS (TY 10)	EA	4	$ 2,200.00	$ 8,800.00	$ 2,900.00	$ 11,600.00	$ 3,000.00	$ 12,000.00
41	550	7007	CHAIN LINK FENCE (REMOVE)	LF	40	$ 25.00	$ 1,000.00	$ 12.00	$ 480.00	$ 50.00	$ 2,000.00
42	6099	7001	PEDESTRIAN ILLUMINATION ASSEMBLY	EA	25	$ 8,775.00	$ 219,375.00	$ 13,860.00	$ 346,500.00	$ 9,000.00	$ 225,000.00
43	644	7001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	38	$ 1,336.00	$ 50,768.00	$ 576.45	$ 21,905.10	$ 1,300.00	$ 49,400.00
44	666	7030	REFL PAV MRK TY I (W)12"(SLD)(100MIL)	LF	76	$ 5.50	$ 418.00	$ 6.09	$ 462.84	$ 6.00	$ 456.00
45	666	7036	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	2016	$ 11.00	$ 22,176.00	$ 9.24	$ 18,627.84	$ 8.00	$ 16,128.00
46	666	7084	REFL PAV MRK TY I (W)(SYMBOL)(100MIL)	EA	30	$ 162.00	$ 4,860.00	$ 304.50	$ 9,135.00	$ 325.00	$ 9,750.00
47	666	7093	REFL PAV MRK TY I (W)(BIKE ARW)(100MIL)	EA	14	$ 110.00	$ 1,540.00	$ 189.00	$ 2,646.00	$ 200.00	$ 2,800.00
48	666	7099	REFL PAV MRK TY I (W)(BIKE SYML)(100MIL)	EA	14	$ 135.00	$ 1,890.00	$ 189.00	$ 2,646.00	$ 300.00	$ 4,200.00
49	666	7417	REFL PAV MRK TY I (Y)4"(SLD)(100MIL)	LF	5884	$ 1.22	$ 7,178.48	$ 1.16	$ 6,825.44	$ 2.00	$ 11,768.00
50	677	7008	ELIM EXT PM & MRKS (24")	LF	950	$ 6.00	$ 5,700.00	$ 5.25	$ 4,987.50	$ 6.00	$ 5,700.00
51	5005	7001	REMOVABLE BOLLARD	EA	8	$ 3,300.00	$ 26,400.00	$ 980.00	$ 7,840.00	$ 3,000.00	$ 24,000.00
52	5071	7001	REMOVE AND REPLACE LANDSCAPE FENCE	LF	20	$ 100.00	$ 2,000.00	$ 58.00	$ 1,160.00	$ 250.00	$ 5,000.00
						BID TOTAL (TABULATED)	$ 1,397,583.67	BID TOTAL (TABULATED)	$ 1,539,579.07	BID TOTAL (TABULATED)	$ 1,621,198.00
						BID TOTAL (SUBMITTED)	$ 1,397,569.65	BID TOTAL (SUBMITTED)	$ 1,539,549.65	BID TOTAL (SUBMITTED)	$ 1,621,198.00
						DIFFERENCE	$ 14.02	DIFFERENCE	$ 29.42	DIFFERENCE	$ -
						NONRESPONSIVE		1ST LOWEST BID		2ND LOWEST BID	

BID COST	DIFF	BID PRICE	DIFF	CHECK
$ 14,111.21	$ 6.79	$ 5.1975	$ 0.0025	$ 14,111.21
$ 4,581.56	$ 6.79	$ 1.6875	$ 0.0025	$ 4,581.56
$ 710.78	$ 0.22	$ 7.8976	$ 0.0024	$ 710.78
$ 151.88	$ 0.22	$ 1.6876	$ 0.0024	$ 151.88
	$ 14.02			

BID COST	DIFF	BID PRICE	DIFF	CHECK
$ 6,796.02	$ 29.42	$ 1.1550	$ 0.0650	$ 6,796.02

CORRECTED COST BASED ON UNIT PRICE

BID TOTAL SUBMITTED AND READ ALOUD	$	1,397,569.65	$ 1,539,549.65	$ 1,621,198.00
DIFFERENCE BETWEEN TABULATED AND SUBMITTED	$	14.02	$ 29.42	$ -

DIFFERENCES ARE RELATED TO THE ROUNDING OF UNIT BID PRICES BY ANAHUAC AND 2GS LLC, DBA EARTHWORKS

Schedule "A-1"

Bid Tabulation With Total Bid Difference & Percentages

SCHEDULE A-1
SOUTHMOST NATURE TRAIL PHASE III
BID No. 141-26-BMT-IFB
BID TABULATION WITH TOTAL BID DIFFERENCE & PERCENTAGE
Bid Opening 05/21/2026

REF NO.	ITEM NO.	DESC CODE	DESCRIPTION	UNIT	QUANTITY (Q)	2GS LLC, DBA EARTHWORKS ENTERPRISE		ARTILLERY, LLC		(UNDER) OVER
						UNIT PRICE (2GS UP)	TABULATED BID AMOUNT (Q) * (2GS UP)	UNIT PRICE (ART UP)	TABULATED BID AMOUNT (Q) * (ART UP)	TABULATED BID AMOUNT 2GS LLC LESS ARTILLERY LLC
1	100	7002	PREPARING ROW	STA	100	$ 1,150.00	$ 115,000.00	$ 1,250.00	$ 125,000.00	$ (10,000.00)
2	104	7011	REMOV CONC (DRIVEWAYS)	SY	126	$ 39.00	$ 4,914.00	$ 36.00	$ 4,536.00	$ 378.00
3	104	7013	REMOV CONC (SIDEWALK, RAMP OR SUP)	SY	260	$ 34.00	$ 8,840.00	$ 36.00	$ 9,360.00	$ (520.00)
4	104	7017	REMOV CONC (CURB & GUTTER)	LF	273	$ 8.00	$ 2,184.00	$ 12.00	$ 3,276.00	$ (1,092.00)
5	110	7001	EXCAV (ROADWAY)	CY	2332	$ 28.00	$ 65,296.00	$ 20.00	$ 46,640.00	$ 18,656.00
6	132	7002	EMBANK (FNL)(DC)(TY A)	CY	103	$ 26.00	$ 2,678.00	$ 50.00	$ 5,150.00	$ (2,472.00)
7	160	7002	FURN & PLACE TOPSOIL (4")	SY	100	$ 21.00	$ 2,100.00	$ 40.00	$ 4,000.00	$ (1,900.00)
8	164	7042	DRILL SEED (PERM_RURAL_CLAY)	AC	2	$ 2,415.00	$ 4,830.00	$ 8,000.00	$ 16,000.00	$ (11,170.00)
9	164	7045	DRILL SEED (TEMP)(WARM)	AC	2	$ 2,205.00	$ 4,410.00	$ 8,000.00	$ 16,000.00	$ (11,590.00)
10	168	7001	VEGETATIVE WATERING	TGL	115	$ 93.00	$ 10,695.00	$ 25.00	$ 2,875.00	$ 7,820.00
11	204	7001	SPRINKLING (DUST CONTROL)	TGL	23	$ 93.00	$ 2,139.00	$ 150.00	$ 3,450.00	$ (1,311.00)
12	216	7001	PROOF ROLLING	HR	25	$ 65.00	$ 1,625.00	$ 300.00	$ 7,500.00	$ (5,875.00)
13	247	7259	FL BS (RDWY DEL)(TY A GR 1-2)(FNAL POS)	CY	1374	$ 210.00	$ 288,540.00	$ 65.00	$ 89,310.00	$ 199,230.00
14	250	7002	GEOGRID BASE REINFORCEMENT (TY 2)	SY	5496	$ 3.60	$ 19,785.60	$ 7.50	$ 41,220.00	$ (21,434.40)
15	260	7005	LIME (COM OR QK)(SLURRY)	TON	45	$ 440.00	$ 19,800.00	$ 400.00	$ 18,000.00	$ 1,800.00
16	260	7006	LIME TRT (EXIST MATL)(6")	SY	5920	$ 2.50	$ 14,800.00	$ 7.00	$ 41,440.00	$ (26,640.00)
17	310	7004	PRIME COAT (MC-30)	GAL	1100	$ 6.50	$ 7,150.00	$ 15.00	$ 16,500.00	$ (9,350.00)
18	341	7044	D-GR HMA TY-D SAC-A PG64-22	TON	419	$ 160.00	$ 67,040.00	$ 300.00	$ 125,700.00	$ (58,660.00)
19	416	7040	DRILL SHFT (RDWY ILL POLE)(30")	LF	250	$ 262.50	$ 65,625.00	$ 400.00	$ 100,000.00	$ (34,375.00)
20	450	7063	RAIL (HANDRAIL)(TY F)	LF	50	$ 385.00	$ 19,250.00	$ 500.00	$ 25,000.00	$ (5,750.00)
21	464	7003	RC PIPE (CL III)(18 IN)	LF	44	$ 79.00	$ 3,476.00	$ 150.00	$ 6,600.00	$ (3,124.00)
22	467	7307	SET (TY II)(18 IN)(RCP)(6:1)(C)	EA	4	$ 1,800.00	$ 7,200.00	$ 2,500.00	$ 10,000.00	$ (2,800.00)
23	479	7004	ADJUSTING MANHOLES (UTILITY BOX)	EA	2	$ 350.00	$ 700.00	$ 1,000.00	$ 2,000.00	$ (1,300.00)
24	479	7007	ADJUSTING MANHOLES (WATER VALVE BOX)	EA	1	$ 350.00	$ 350.00	$ 1,000.00	$ 1,000.00	$ (650.00)
25	479	7008	ADJUSTING MANHOLES (WATER METER)	EA	1	$ 350.00	$ 350.00	$ 1,000.00	$ 1,000.00	$ (650.00)
26	502	7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	5	$ 2,800.00	$ 14,000.00	$ 5,000.00	$ 25,000.00	$ (11,000.00)
27	505	7003	TMA (MOBILE OPERATION)(3 TRUCKS)	DAY	2	$ 3,400.00	$ 6,800.00	$ 1,000.00	$ 2,000.00	$ 4,800.00
28	506	7021	CONSTRUCTION EXITS (INSTALL)(TY 2)	SY	234	$ 18.00	$ 4,212.00	$ 15.00	$ 3,510.00	$ 702.00
29	506	7024	CONSTRUCTION EXITS (REMOVE)	SY	234	$ 6.00	$ 1,404.00	$ 6.00	$ 1,404.00	$ -
30	506	7039	TEMP SEDMT CONT FENCE (INSTALL)	LF	2715	$ 4.04	$ 10,968.60	$ 10.00	$ 27,150.00	$ (16,181.40)
31	506	7041	TEMP SEDMT CONT FENCE (REMOVE)	LF	2715	$ 1.31	$ 3,556.65	$ 3.00	$ 8,145.00	$ (4,588.35)
32	506	7044	BIODEG EROSN CONT LOGS (INSTALL)(12')	LF	90	$ 6.14	$ 552.60	$ 25.00	$ 2,250.00	$ (1,697.40)
33	506	7046	BIODEG EROSN CONT LOGS (REMOVE)	LF	90	$ 1.31	$ 117.90	$ 10.00	$ 900.00	$ (782.10)
34	529	7009	CONC CURB & GUTTER (TY II)	LF	183	$ 40.00	$ 7,320.00	$ 60.00	$ 10,980.00	$ (3,660.00)
35	530	7006	DRIVEWAYS (CONC)	SY	262	$ 89.00	$ 23,318.00	$ 108.00	$ 28,296.00	$ (4,978.00)
36	531	7003	CONC SIDEWALKS (6")	SY	3563	$ 72.00	$ 256,536.00	$ 108.00	$ 384,804.00	$ (128,268.00)
37	531	7005	CURB RAMPS (TY 1)	EA	5	$ 2,900.00	$ 14,500.00	$ 3,000.00	$ 15,000.00	$ (500.00)
38	531	7006	CURB RAMPS (TY 2)	EA	6	$ 2,800.00	$ 16,800.00	$ 3,000.00	$ 18,000.00	$ (1,200.00)
39	531	7008	CURB RAMPS (TY 5)	EA	1	$ 5,900.00	$ 5,900.00	$ 4,000.00	$ 4,000.00	$ 1,900.00
40	531	7011	CURB RAMPS (TY 10)	EA	4	$ 2,900.00	$ 11,600.00	$ 3,000.00	$ 12,000.00	$ (400.00)

REF NO.	ITEM NO.	DESC CODE	DESCRIPTION	UNIT	QUANTITY (Q)	2GS LLC, DBA EARTHWORKS ENTERPRISE		ARTILLERY, LLC		(UNDER) OVER
						UNIT PRICE (2GS UP)	TABULATED BID AMOUNT (Q) * (2GS UP)	UNIT PRICE (ART UP)	TABULATED BID AMOUNT (Q) * (ART UP)	TABULATED BID AMOUNT 2GS LLC LESS ARTILLERY LLC
41	550	7007	CHAIN LINK FENCE (REMOVE)	LF	40	$ 12.00	$ 480.00	$ 50.00	$ 2,000.00	$ (1,520.00)
42	6099	7001	PEDESTRIAN ILLUMINATION ASSEMBLY	EA	25	$ 13,860.00	$ 346,500.00	$ 9,000.00	$ 225,000.00	$ 121,500.00
43	644	7001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	38	$ 576.45	$ 21,905.10	$ 1,300.00	$ 49,400.00	$ (27,494.90)
44	666	7030	REFL PAV MRK TY I (W)12"(SLD)(100MIL)	LF	76	$ 6.09	$ 462.84	$ 6.00	$ 456.00	$ 6.84
45	666	7036	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	2016	$ 9.24	$ 18,627.84	$ 8.00	$ 16,128.00	$ 2,499.84
46	666	7084	REFL PAV MRK TY I (W)(SYMBOL)(100MIL)	EA	30	$ 304.50	$ 9,135.00	$ 325.00	$ 9,750.00	$ (615.00)
47	666	7093	REFL PAV MRK TY I (W)(BIKE ARW)(100MIL)	EA	14	$ 189.00	$ 2,646.00	$ 200.00	$ 2,800.00	$ (154.00)
48	666	7099	REFL PAV MRK TY I (W)(BIKE SYML)(100MIL)	EA	14	$ 189.00	$ 2,646.00	$ 300.00	$ 4,200.00	$ (1,554.00)
49	666	7417	REFL PAV MRK TY I (Y)4"(SLD)(100MIL)	LF	5884	$ 1.16	$ 6,825.44	$ 2.00	$ 11,768.00	$ (4,942.56)
50	677	7008	ELIM EXT PM & MRKS (24")	LF	950	$ 5.25	$ 4,987.50	$ 6.00	$ 5,700.00	$ (712.50)
51	5005	7001	REMOVABLE BOLLARD	EA	8	$ 980.00	$ 7,840.00	$ 3,000.00	$ 24,000.00	$ (16,160.00)
52	5071	7001	REMOVE AND REPLACE LANDSCAPE FENCE	LF	20	$ 58.00	$ 1,160.00	$ 250.00	$ 5,000.00	$ (3,840.00)
						BID TOTAL (TABULATED)	$ 1,539,579.07	BID TOTAL (TABULATED)	$ 1,621,198.00	$ (81,618.93)

CORRECTED COST BASED ON UNIT PRICE

2GS LLC dba EARTHWORKS ENTERPRISE TOTAL AMOUNT	$ 1,539,579.07	COMPARE ARTILLERY TOTAL AMOUNT TO 2GS LLC dba EARTHWORKS ENTERPRISE TOTAL AMOUNT	$ (81,618.93)
			-5.30%
			OVER
1ST LOWEST BID		2ND LOWEST BID	

Schedule "B"

Determine Bidders Percentages to Total Bid Amount Comparison to Engineer's Estimate

SCHEDULE B
SOUTHMOST NATURE TRAIL PHASE III
BID No. 141-26-BMT-IFB
ESTIMATE ITEM PERCENTAGES COMPARED TO EACH BIDDER
Bid Opening 05/21/2026

REF NO.	ITEM NO.	DESC CODE	DESCRIPTION	UNIT	QUANTITY (Q)	ENGINEER'S ESTIMATE					2GS, LLC DBA EARTHWORKS ENTERPRISE			
						UNIT PRICE (ENG UP)	TABULATED ESTIMATE AMOUNT (Q) * (ENG UP)	UNIT PRICE W/MOB (ENG UP * 10%) (UP/MOB)	TABULATED ESTIMATE AMOUNT W/MOB (Q * UP/MOB)	% OF TOTAL ESTIMATE	UNIT PRICE (2GS UP)	TABULATED BID AMOUNT (Q) * (2GS UP)	% OF TOTAL ESTIMATE	% OVER OR UNDER ENGINEER'S ESTIMATE
1	100	7002	PREPARING ROW	STA	100	$ 6,500.00	$ 650,000.00	$ 7,150.00	$ 715,000.00	37.96%	$ 1,150.00	$ 115,000.00	7.47%	-30.49%
2	104	7011	REMOV CONC (DRIVEWAYS)	SY	126	$ 20.00	$ 2,520.00	$ 22.00	$ 2,772.00	0.15%	$ 39.00	$ 4,914.00	0.32%	0.17%
3	104	7013	REMOV CONC (SIDEWALK, RAMP OR SUP)	SY	260	$ 15.00	$ 3,900.00	$ 16.50	$ 4,290.00	0.23%	$ 34.00	$ 8,840.00	0.57%	0.35%
4	104	7017	REMOV CONC (CURB & GUTTER)	LF	273	$ 28.00	$ 7,644.00	$ 30.80	$ 8,408.40	0.45%	$ 8.00	$ 2,184.00	0.14%	-0.30%
5	110	7001	EXCAV (ROADWAY)	CY	2332	$ 6.00	$ 13,992.00	$ 6.60	$ 15,391.20	0.82%	$ 28.00	$ 65,296.00	4.24%	3.42%
6	132	7002	EMBANK (FNL)(DC)(TY A)	CY	103	$ 13.00	$ 1,339.00	$ 14.30	$ 1,472.90	0.08%	$ 26.00	$ 2,678.00	0.17%	0.10%
7	160	7002	FURN & PLACE TOPSOIL (4")	SY	100	$ 4.00	$ 400.00	$ 4.40	$ 440.00	0.02%	$ 21.00	$ 2,100.00	0.14%	0.11%
8	164	7042	DRILL SEED (PERM_RURAL_CLAY)	AC	2	$ 800.00	$ 1,600.00	$ 880.00	$ 1,760.00	0.09%	$ 2,415.00	$ 4,830.00	0.31%	0.22%
9	164	7045	DRILL SEED (TEMP)(WARM)	AC	2	$ 800.00	$ 1,600.00	$ 880.00	$ 1,760.00	0.09%	$ 2,205.00	$ 4,410.00	0.29%	0.19%
10	168	7001	VEGETATIVE WATERING	TGL	115	$ 19.00	$ 2,185.00	$ 20.90	$ 2,403.50	0.13%	$ 93.00	$ 10,695.00	0.69%	0.57%
11	204	7001	SPRINKLING (DUST CONTROL)	TGL	23	$ 1.00	$ 23.00	$ 1.10	$ 25.30	0.00%	$ 93.00	$ 2,139.00	0.14%	0.14%
12	216	7001	PROOF ROLLING	HR	25	$ 47.00	$ 1,175.00	$ 51.70	$ 1,292.50	0.07%	$ 65.00	$ 1,625.00	0.11%	0.04%
13	247	7259	FL BS (RDWY DEL)(TY A GR 1-2)(FNAL POS)	CY	1374	$ 88.00	$ 120,912.00	$ 96.80	$ 133,003.20	7.06%	$ 210.00	$ 288,540.00	18.74%	11.68%
14	250	7002	GEOGRID BASE REINFORCEMENT (TY 2)	SY	5496	$ 2.00	$ 10,992.00	$ 2.20	$ 12,091.20	0.64%	$ 3.60	$ 19,785.60	1.29%	0.64%
15	260	7005	LIME (COM OR QK)(SLURRY)	TON	45	$ 350.00	$ 15,750.00	$ 385.00	$ 17,325.00	0.92%	$ 440.00	$ 19,800.00	1.29%	0.37%
16	260	7006	LIME TRT (EXIST MATL)(6")	SY	5920	$ 4.00	$ 23,680.00	$ 4.40	$ 26,048.00	1.38%	$ 2.50	$ 14,800.00	0.96%	-0.42%
17	310	7004	PRIME COAT (MC-30)	GAL	1100	$ 6.00	$ 6,600.00	$ 6.60	$ 7,260.00	0.39%	$ 6.50	$ 7,150.00	0.46%	0.08%
18	341	7044	D-GR HMA TY-D SAC-A PG64-22	TON	419	$ 175.00	$ 73,325.00	$ 192.50	$ 80,657.50	4.28%	$ 160.00	$ 67,040.00	4.35%	0.07%
19	416	7040	DRILL SHFT (RDWY ILL POLE)(30")	LF	250	$ 260.00	$ 65,000.00	$ 286.00	$ 71,500.00	3.80%	$ 262.50	$ 65,625.00	4.26%	0.47%
20	450	7063	RAIL (HANDRAIL)(TY F)	LF	50	$ 200.00	$ 10,000.00	$ 220.00	$ 11,000.00	0.58%	$ 385.00	$ 19,250.00	1.25%	0.67%
21	464	7003	RC PIPE (CL III)(18 IN)	LF	44	$ 100.00	$ 4,400.00	$ 110.00	$ 4,840.00	0.26%	$ 79.00	$ 3,476.00	0.23%	-0.03%
22	467	7307	SET (TY II)(18 IN)(RCP)(6:1)(C)	EA	4	$ 1,500.00	$ 6,000.00	$ 1,650.00	$ 6,600.00	0.35%	$ 1,800.00	$ 7,200.00	0.47%	0.12%
23	479	7004	ADJUSTING MANHOLES (UTILITY BOX)	EA	2	$ 800.00	$ 1,600.00	$ 880.00	$ 1,760.00	0.09%	$ 350.00	$ 700.00	0.05%	-0.05%
24	479	7007	ADJUSTING MANHOLES (WATER VALVE BOX)	EA	1	$ 600.00	$ 600.00	$ 660.00	$ 660.00	0.04%	$ 350.00	$ 350.00	0.02%	-0.01%
25	479	7008	ADJUSTING MANHOLES (WATER METER)	EA	1	$ 500.00	$ 500.00	$ 550.00	$ 550.00	0.03%	$ 350.00	$ 350.00	0.02%	-0.01%
26	502	7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	5	$ 4,800.00	$ 24,000.00	$ 5,280.00	$ 26,400.00	1.40%	$ 2,800.00	$ 14,000.00	0.91%	-0.49%
27	505	7003	TMA (MOBILE OPERATION)(3 TRUCKS)	DAY	2	$ 441.00	$ 882.00	$ 485.10	$ 970.20	0.05%	$ 3,400.00	$ 6,800.00	0.44%	0.39%
28	506	7021	CONSTRUCTION EXITS (INSTALL)(TY 2)	SY	234	$ 30.00	$ 7,020.00	$ 33.00	$ 7,722.00	0.41%	$ 18.00	$ 4,212.00	0.27%	-0.14%
29	506	7024	CONSTRUCTION EXITS (REMOVE)	SY	234	$ 10.00	$ 2,340.00	$ 11.00	$ 2,574.00	0.14%	$ 6.00	$ 1,404.00	0.09%	-0.05%
30	506	7039	TEMP SEDMT CONT FENCE (INSTALL)	LF	2715	$ 6.00	$ 16,290.00	$ 6.60	$ 17,919.00	0.95%	$ 4.04	$ 10,968.60	0.71%	-0.24%
31	506	7041	TEMP SEDMT CONT FENCE (REMOVE)	LF	2715	$ 2.00	$ 5,430.00	$ 2.20	$ 5,973.00	0.32%	$ 1.31	$ 3,556.65	0.23%	-0.09%
32	506	7044	BIODEG EROSN CONT LOGS (INSTALL)(12')	LF	90	$ 4.52	$ 406.80	$ 4.97	$ 447.30	0.02%	$ 6.14	$ 552.60	0.04%	0.01%
33	506	7046	BIODEG EROSN CONT LOGS (REMOVE)	LF	90	$ 1.05	$ 94.50	$ 1.16	$ 104.40	0.01%	$ 1.31	$ 117.90	0.01%	0.00%
34	529	7009	CONC CURB & GUTTER (TY II)	LF	183	$ 44.00	$ 8,052.00	$ 48.40	$ 8,857.20	0.47%	$ 40.00	$ 7,320.00	0.48%	0.01%
35	530	7006	DRIVEWAYS (CONC)	SY	262	$ 127.00	$ 33,274.00	$ 139.70	$ 36,601.40	1.94%	$ 89.00	$ 23,318.00	1.51%	-0.43%
36	531	7003	CONC SIDEWALKS (6")	SY	3563	$ 75.00	$ 267,225.00	$ 82.50	$ 293,947.50	15.61%	$ 72.00	$ 256,536.00	16.66%	1.06%
37	531	7005	CURB RAMPS (TY 1)	EA	5	$ 2,300.00	$ 11,500.00	$ 2,530.00	$ 12,650.00	0.67%	$ 2,900.00	$ 14,500.00	0.94%	0.27%
38	531	7006	CURB RAMPS (TY 2)	EA	6	$ 2,400.00	$ 14,400.00	$ 2,640.00	$ 15,840.00	0.84%	$ 2,800.00	$ 16,800.00	1.09%	0.25%
39	531	7008	CURB RAMPS (TY 5)	EA	1	$ 2,500.00	$ 2,500.00	$ 2,750.00	$ 2,750.00	0.15%	$ 5,900.00	$ 5,900.00	0.38%	0.24%
40	531	7011	CURB RAMPS (TY 10)	EA	4	$ 2,000.00	$ 8,000.00	$ 2,200.00	$ 8,800.00	0.47%	$ 2,900.00	$ 11,600.00	0.75%	0.29%
41	550	7007	CHAIN LINK FENCE (REMOVE)	LF	40	$ 10.00	$ 400.00	$ 11.00	$ 440.00	0.02%	$ 12.00	$ 480.00	0.03%	0.01%
42	6099	7001	PEDESTRIAN ILLUMINATION ASSEMBLY	EA	25	$ 7,500.00	$ 187,500.00	$ 8,250.00	$ 206,250.00	10.95%	$ 13,860.00	$ 346,500.00	22.51%	11.56%
43	644	7001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	38	$ 1,200.00	$ 45,600.00	$ 1,320.00	$ 50,160.00	2.66%	$ 576.45	$ 21,905.10	1.42%	-1.24%
44	666	7030	REFL PAV MRK TY I (W)12"(SLD)(100MIL)	LF	76	$ 3.00	$ 228.00	$ 3.30	$ 250.80	0.01%	$ 6.09	$ 462.84	0.03%	0.02%
45	666	7036	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	2016	$ 6.00	$ 12,096.00	$ 6.60	$ 13,305.60	0.71%	$ 9.24	$ 18,627.84	1.21%	0.50%
46	666	7084	REFL PAV MRK TY I (W)(SYMBOL)(100MIL)	EA	30	$ 300.00	$ 9,000.00	$ 330.00	$ 9,900.00	0.53%	$ 304.50	$ 9,135.00	0.59%	0.07%
47	666	7093	REFL PAV MRK TY I (W)(BIKE ARW)(100MIL)	EA	14	$ 120.00	$ 1,680.00	$ 132.00	$ 1,848.00	0.10%	$ 189.00	$ 2,646.00	0.17%	0.07%
48	666	7099	REFL PAV MRK TY I (W)(BIKE SYML)(100MIL)	EA	14	$ 160.00	$ 2,240.00	$ 176.00	$ 2,464.00	0.13%	$ 189.00	$ 2,646.00	0.17%	0.04%
49	666	7417	REFL PAV MRK TY I (Y)4"(SLD)(100MIL)	LF	5884	$ 0.50	$ 2,942.00	$ 0.55	$ 3,236.20	0.17%	$ 1.16	$ 6,825.44	0.44%	0.27%
50	677	7008	ELIM EXT PM & MRKS (24")	LF	950	$ 4.00	$ 3,800.00	$ 4.40	$ 4,180.00	0.22%	$ 5.25	$ 4,987.50	0.32%	0.10%
51	5005	7001	REMOVABLE BOLLARD	EA	8	$ 2,200.00	$ 17,600.00	$ 2,420.00	$ 19,360.00	1.03%	$ 980.00	$ 7,840.00	0.51%	-0.52%
52	5071	7001	REMOVE AND REPLACE LANDSCAPE FENCE	LF	20	$ 100.00	$ 2,000.00	$ 110.00	$ 2,200.00	0.12%	$ 58.00	$ 1,160.00	0.08%	-0.04%
						EST TOTAL (TABULATED)	$ 1,712,237.30	EST MOB TOTAL (TAB)	$ 1,883,461.30	100%	BID TOTAL (TABULATED)	$ 1,539,579.07	100.00%	

CORRECTED COST BASED ON UNIT PRICE

1ST LOWEST BID
UNDER ENGR ESTIMATE $ 343,882.23 18.26%

SCHEDULE B
SOUTHMOST NATURE TRAIL PHASE III
BID No. 141-26-BMT-IFB
ESTIMATE ITEM PERCENTAGES COMPARED TO EACH BIDDER
Bid Opening 05/21/2026

REF NO.	ITEM NO.	DESC CODE	DESCRIPTION	UNIT	QUANTITY (Q)	ENGINEER'S ESTIMATE					ARTILLERY, LLC			
						UNIT PRICE (ENG UP)	TABULATED ESTIMATE AMOUNT (Q) * (ENG UP)	UNIT PRICE W/MOB (ENG UP * 10%) (UP/MOB)	TABULATED ESTIMATE AMOUNT W/MOB (Q * UP/MOB)	% OF TOTAL ESTIMATE	UNIT PRICE (ART UP)	TABULATED BID AMOUNT (Q) * (ART UP)	% OF TOTAL ESTIMATE	% OVER OR UNDER ENGINEER'S ESTIMATE
1	100	7002	PREPARING ROW	STA	100	$ 6,500.00	$ 650,000.00	$ 7,150.00	$ 715,000.00	37.96%	$ 1,250.00	$ 125,000.00	7.71%	-30.25%
2	104	7011	REMOV CONC (DRIVEWAYS)	SY	126	$ 20.00	$ 2,520.00	$ 22.00	$ 2,772.00	0.15%	$ 36.00	$ 4,536.00	0.28%	0.13%
3	104	7013	REMOV CONC (SIDEWALK, RAMP OR SUP)	SY	260	$ 15.00	$ 3,900.00	$ 16.50	$ 4,290.00	0.23%	$ 36.00	$ 9,360.00	0.58%	0.35%
4	104	7017	REMOV CONC (CURB & GUTTER)	LF	273	$ 28.00	$ 7,644.00	$ 30.80	$ 8,408.40	0.45%	$ 12.00	$ 3,276.00	0.20%	-0.24%
5	110	7001	EXCAV (ROADWAY)	CY	2332	$ 6.00	$ 13,992.00	$ 6.60	$ 15,391.20	0.82%	$ 20.00	$ 46,640.00	2.88%	2.06%
6	132	7002	EMBANK (FNL)(DC)(TY A)	CY	103	$ 13.00	$ 1,339.00	$ 14.30	$ 1,472.90	0.08%	$ 50.00	$ 5,150.00	0.32%	0.24%
7	160	7002	FURN & PLACE TOPSOIL (4")	SY	100	$ 4.00	$ 400.00	$ 4.40	$ 440.00	0.02%	$ 40.00	$ 4,000.00	0.25%	0.22%
8	164	7042	DRILL SEED (PERM_RURAL_CLAY)	AC	2	$ 800.00	$ 1,600.00	$ 880.00	$ 1,760.00	0.09%	$ 8,000.00	$ 16,000.00	0.99%	0.89%
9	164	7045	DRILL SEED (TEMP)(WARM)	AC	2	$ 800.00	$ 1,600.00	$ 880.00	$ 1,760.00	0.09%	$ 8,000.00	$ 16,000.00	0.99%	0.89%
10	168	7001	VEGETATIVE WATERING	TGL	115	$ 19.00	$ 2,185.00	$ 20.90	$ 2,403.50	0.13%	$ 25.00	$ 2,875.00	0.18%	0.05%
11	204	7001	SPRINKLING (DUST CONTROL)	TGL	23	$ 1.00	$ 23.00	$ 1.10	$ 25.30	0.00%	$ 150.00	$ 3,450.00	0.21%	0.21%
12	216	7001	PROOF ROLLING	HR	25	$ 47.00	$ 1,175.00	$ 51.70	$ 1,292.50	0.07%	$ 300.00	$ 7,500.00	0.46%	0.39%
13	247	7259	FL BS (RDWY DEL)(TY A GR 1-2)(FNAL POS)	CY	1374	$ 88.00	$ 120,912.00	$ 96.80	$ 133,003.20	7.06%	$ 65.00	$ 89,310.00	5.51%	-1.55%
14	250	7002	GEOGRID BASE REINFORCEMENT (TY 2)	SY	5496	$ 2.00	$ 10,992.00	$ 2.20	$ 12,091.20	0.64%	$ 7.50	$ 41,220.00	2.54%	1.90%
15	260	7005	LIME (COM OR QK)(SLURRY)	TON	45	$ 350.00	$ 15,750.00	$ 385.00	$ 17,325.00	0.92%	$ 400.00	$ 18,000.00	1.11%	0.19%
16	260	7006	LIME TRT (EXIST MATL)(6")	SY	5920	$ 4.00	$ 23,680.00	$ 4.40	$ 26,048.00	1.38%	$ 7.00	$ 41,440.00	2.56%	1.17%
17	310	7004	PRIME COAT (MC-30)	GAL	1100	$ 6.00	$ 6,600.00	$ 6.60	$ 7,260.00	0.39%	$ 15.00	$ 16,500.00	1.02%	0.63%
18	341	7044	D-GR HMA TY-D SAC-A PG64-22	TON	419	$ 175.00	$ 73,325.00	$ 192.50	$ 80,657.50	4.28%	$ 300.00	$ 125,700.00	7.75%	3.47%
19	416	7040	DRILL SHFT (RDWY ILL POLE)(30")	LF	250	$ 260.00	$ 65,000.00	$ 286.00	$ 71,500.00	3.80%	$ 400.00	$ 100,000.00	6.17%	2.37%
20	450	7063	RAIL (HANDRAIL)(TY F)	LF	50	$ 200.00	$ 10,000.00	$ 220.00	$ 11,000.00	0.58%	$ 500.00	$ 25,000.00	1.54%	0.96%
21	464	7003	RC PIPE (CL III)(18 IN)	LF	44	$ 100.00	$ 4,400.00	$ 110.00	$ 4,840.00	0.26%	$ 150.00	$ 6,600.00	0.41%	0.15%
22	467	7307	SET (TY II)(18 IN)(RCP)(6:1)(C)	EA	4	$ 1,500.00	$ 6,000.00	$ 1,650.00	$ 6,600.00	0.35%	$ 2,500.00	$ 10,000.00	0.62%	0.27%
23	479	7004	ADJUSTING MANHOLES (UTILITY BOX)	EA	2	$ 800.00	$ 1,600.00	$ 880.00	$ 1,760.00	0.09%	$ 1,000.00	$ 2,000.00	0.12%	0.03%
24	479	7007	ADJUSTING MANHOLES (WATER VALVE BOX)	EA	1	$ 600.00	$ 600.00	$ 660.00	$ 660.00	0.04%	$ 1,000.00	$ 1,000.00	0.06%	0.03%
25	479	7008	ADJUSTING MANHOLES (WATER METER)	EA	1	$ 500.00	$ 500.00	$ 550.00	$ 550.00	0.03%	$ 1,000.00	$ 1,000.00	0.06%	0.03%
26	502	7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	5	$ 4,800.00	$ 24,000.00	$ 5,280.00	$ 26,400.00	1.40%	$ 5,000.00	$ 25,000.00	1.54%	0.14%
27	505	7003	TMA (MOBILE OPERATION)(3 TRUCKS)	DAY	2	$ 441.00	$ 882.00	$ 485.10	$ 970.20	0.05%	$ 1,000.00	$ 2,000.00	0.12%	0.07%
28	506	7021	CONSTRUCTION EXITS (INSTALL)(TY 2)	SY	234	$ 30.00	$ 7,020.00	$ 33.00	$ 7,722.00	0.41%	$ 15.00	$ 3,510.00	0.22%	-0.19%
29	506	7024	CONSTRUCTION EXITS (REMOVE)	SY	234	$ 10.00	$ 2,340.00	$ 11.00	$ 2,574.00	0.14%	$ 6.00	$ 1,404.00	0.09%	-0.05%
30	506	7039	TEMP SEDMT CONT FENCE (INSTALL)	LF	2715	$ 6.00	$ 16,290.00	$ 6.60	$ 17,919.00	0.95%	$ 10.00	$ 27,150.00	1.67%	0.72%
31	506	7041	TEMP SEDMT CONT FENCE (REMOVE)	LF	2715	$ 2.00	$ 5,430.00	$ 2.20	$ 5,973.00	0.32%	$ 3.00	$ 8,145.00	0.50%	0.19%
32	506	7044	BIODEG EROSN CONT LOGS (INSTALL)(12')	LF	90	$ 4.52	$ 406.80	$ 4.97	$ 447.30	0.02%	$ 25.00	$ 2,250.00	0.14%	0.12%
33	506	7046	BIODEG EROSN CONT LOGS (REMOVE)	LF	90	$ 1.05	$ 94.50	$ 1.16	$ 104.40	0.01%	$ 10.00	$ 900.00	0.06%	0.05%
34	529	7009	CONC CURB & GUTTER (TY II)	LF	183	$ 44.00	$ 8,052.00	$ 48.40	$ 8,857.20	0.47%	$ 60.00	$ 10,980.00	0.68%	0.21%
35	530	7006	DRIVEWAYS (CONC)	SY	262	$ 127.00	$ 33,274.00	$ 139.70	$ 36,601.40	1.94%	$ 108.00	$ 28,296.00	1.75%	-0.20%
36	531	7003	CONC SIDEWALKS (6")	SY	3563	$ 75.00	$ 267,225.00	$ 82.50	$ 293,947.50	15.61%	$ 108.00	$ 384,804.00	23.74%	8.13%
37	531	7005	CURB RAMPS (TY 1)	EA	5	$ 2,300.00	$ 11,500.00	$ 2,530.00	$ 12,650.00	0.67%	$ 3,000.00	$ 15,000.00	0.93%	0.25%
38	531	7006	CURB RAMPS (TY 2)	EA	6	$ 2,400.00	$ 14,400.00	$ 2,640.00	$ 15,840.00	0.84%	$ 3,000.00	$ 18,000.00	1.11%	0.27%
39	531	7008	CURB RAMPS (TY 5)	EA	1	$ 2,500.00	$ 2,500.00	$ 2,750.00	$ 2,750.00	0.15%	$ 4,000.00	$ 4,000.00	0.25%	0.10%
40	531	7011	CURB RAMPS (TY 10)	EA	4	$ 2,000.00	$ 8,000.00	$ 2,200.00	$ 8,800.00	0.47%	$ 3,000.00	$ 12,000.00	0.74%	0.27%
41	550	7007	CHAIN LINK FENCE (REMOVE)	LF	40	$ 10.00	$ 400.00	$ 11.00	$ 440.00	0.02%	$ 50.00	$ 2,000.00	0.12%	0.10%
42	6099	7001	PEDESTRIAN ILLUMINATION ASSEMBLY	EA	25	$ 7,500.00	$ 187,500.00	$ 8,250.00	$ 206,250.00	10.95%	$ 9,000.00	$ 225,000.00	13.88%	2.93%
43	644	7001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	38	$ 1,200.00	$ 45,600.00	$ 1,320.00	$ 50,160.00	2.66%	$ 1,300.00	$ 49,400.00	3.05%	0.38%
44	666	7030	REFL PAV MRK TY I (W)12"(SLD)(100MIL)	LF	76	$ 3.00	$ 228.00	$ 3.30	$ 250.80	0.01%	$ 6.00	$ 456.00	0.03%	0.01%
45	666	7036	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	2016	$ 6.00	$ 12,096.00	$ 6.60	$ 13,305.60	0.71%	$ 8.00	$ 16,128.00	0.99%	0.29%
46	666	7084	REFL PAV MRK TY I (W)(SYMBOL)(100MIL)	EA	30	$ 300.00	$ 9,000.00	$ 330.00	$ 9,900.00	0.53%	$ 325.00	$ 9,750.00	0.60%	0.08%
47	666	7093	REFL PAV MRK TY I (W)(BIKE ARW)(100MIL)	EA	14	$ 120.00	$ 1,680.00	$ 132.00	$ 1,848.00	0.10%	$ 200.00	$ 2,800.00	0.17%	0.07%
48	666	7099	REFL PAV MRK TY I (W)(BIKE SYML)(100MIL)	EA	14	$ 160.00	$ 2,240.00	$ 176.00	$ 2,464.00	0.13%	$ 300.00	$ 4,200.00	0.26%	0.13%
49	666	7417	REFL PAV MRK TY I (Y)4"(SLD)(100MIL)	LF	5884	$ 0.50	$ 2,942.00	$ 0.55	$ 3,236.20	0.17%	$ 2.00	$ 11,768.00	0.73%	0.55%
50	677	7008	ELIM EXT PM & MRKS (24")	LF	950	$ 4.00	$ 3,800.00	$ 4.40	$ 4,180.00	0.22%	$ 6.00	$ 5,700.00	0.35%	0.13%
51	5005	7001	REMOVABLE BOLLARD	EA	8	$ 2,200.00	$ 17,600.00	$ 2,420.00	$ 19,360.00	1.03%	$ 3,000.00	$ 24,000.00	1.48%	0.45%
52	5071	7001	REMOVE AND REPLACE LANDSCAPE FENCE	LF	20	$ 100.00	$ 2,000.00	$ 110.00	$ 2,200.00	0.12%	$ 250.00	$ 5,000.00	0.31%	0.19%
						EST TOTAL (TABULATED)	$ 1,712,237.30	EST MOB TOTAL (TAB)	$ 1,883,461.30	100%	BID TOTAL (TABULATED)	$ 1,621,198.00	100.00%	

CORRECTED COST BASED ON UNIT PRICE

2ND LOWEST BID
UNDER ENGR ESTIMATE $ 262,263.30 13.92%

4.33%

Schedule "C"

Unit Price Analysis with Respect to Engineer's Estimate

SCHEDULE C
SOUTHMOST NATURE TRAIL PHASE III
BID No. 141-26-BMT-IFB
UNIT PRICES AND TOTAL AMOUNT COMPARED TO EACH BIDDER
Bid Opening 05/21/2026

REF NO.	ITEM NO.	DESC CODE	DESCRIPTION	UNIT	QUANTITY (Q)	ENGINEER'S ESTIMATE				2GS, LLC DBA EARTHWORKS ENTERPRISE				
						UNIT PRICE (ENG UP)	TABULATED ESTIMATE AMOUNT (Q) * (ENG UP)	UNIT PRICE W/MOB (ENG UP * 10%) (UP/MOB)	TABULATED ESTIMATE AMOUNT W/MOB (Q * UP/MOB)	UNIT PRICE (2GS UP)	TABULATED BID AMOUNT (Q) * (2GS UP)	COMPARE ENG EST UNIT PRICE TO 2GS UNIT PRICE (UNDER)/OVER	COMPARE ENG EST TOTAL PRICE TO 2GS TOTAL PRICE (UNDER)/OVER	PERCENT DIFFERENCE
1	100	7002	PREPARING ROW	STA	100	$ 6,500.00	$ 650,000.00	$ 7,150.00	$ 715,000.00	$ 1,150.00	$ 115,000.00	$ 6,000.00	$ 600,000.00	83.92%
2	104	7011	REMOV CONC (DRIVEWAYS)	SY	126	$ 20.00	$ 2,520.00	$ 22.00	$ 2,772.00	$ 39.00	$ 4,914.00	$ (17.00)	$ (2,142.00)	-77.27%
3	104	7013	REMOV CONC (SIDEWALK, RAMP OR SUP)	SY	260	$ 15.00	$ 3,900.00	$ 16.50	$ 4,290.00	$ 34.00	$ 8,840.00	$ (17.50)	$ (4,550.00)	-106.06%
4	104	7017	REMOV CONC (CURB & GUTTER)	LF	273	$ 28.00	$ 7,644.00	$ 30.80	$ 8,408.40	$ 8.00	$ 2,184.00	$ 22.80	$ 6,224.40	74.03%
5	110	7001	EXCAV (ROADWAY)	CY	2332	$ 6.00	$ 13,992.00	$ 6.60	$ 15,391.20	$ 28.00	$ 65,296.00	$ (21.40)	$ (49,904.80)	-324.24%
6	132	7002	EMBANK (FNL)(DC)(TY A)	CY	103	$ 13.00	$ 1,339.00	$ 14.30	$ 1,472.90	$ 26.00	$ 2,678.00	$ (11.70)	$ (1,205.10)	-81.82%
7	160	7002	FURN & PLACE TOPSOIL (4")	SY	100	$ 4.00	$ 400.00	$ 4.40	$ 440.00	$ 21.00	$ 2,100.00	$ (16.60)	$ (1,660.00)	-377.27%
8	164	7042	DRILL SEED (PERM_RURAL_CLAY)	AC	2	$ 800.00	$ 1,600.00	$ 880.00	$ 1,760.00	$ 2,415.00	$ 4,830.00	$ (1,535.00)	$ (3,070.00)	-174.43%
9	164	7045	DRILL SEED (TEMP)(WARM)	AC	2	$ 800.00	$ 1,600.00	$ 880.00	$ 1,760.00	$ 2,205.00	$ 4,410.00	$ (1,325.00)	$ (2,650.00)	-150.57%
10	168	7001	VEGETATIVE WATERING	TGL	115	$ 19.00	$ 2,185.00	$ 20.90	$ 2,403.50	$ 93.00	$ 10,695.00	$ (72.10)	$ (8,291.50)	-344.98%
11	204	7001	SPRINKLING (DUST CONTROL)	TGL	23	$ 1.00	$ 23.00	$ 1.10	$ 25.30	$ 93.00	$ 2,139.00	$ (91.90)	$ (2,113.70)	-8354.55%
12	216	7001	PROOF ROLLING	HR	25	$ 47.00	$ 1,175.00	$ 51.70	$ 1,292.50	$ 65.00	$ 1,625.00	$ (13.30)	$ (332.50)	-25.73%
13	247	7259	FL BS (RDWY DEL)(TY A GR 1-2)(FNAL POS)	CY	1374	$ 88.00	$ 120,912.00	$ 96.80	$ 133,003.20	$ 210.00	$ 288,540.00	$ (113.20)	$ (155,536.80)	-116.94%
14	250	7002	GEOGRID BASE REINFORCEMENT (TY 2)	SY	5496	$ 2.00	$ 10,992.00	$ 2.20	$ 12,091.20	$ 3.60	$ 19,785.60	$ (1.40)	$ (7,694.40)	-63.64%
15	260	7005	LIME (COM OR QK)(SLURRY)	TON	45	$ 350.00	$ 15,750.00	$ 385.00	$ 17,325.00	$ 440.00	$ 19,800.00	$ (55.00)	$ (2,475.00)	-14.29%
16	260	7006	LIME TRT (EXIST MATL)(6")	SY	5920	$ 4.00	$ 23,680.00	$ 4.40	$ 26,048.00	$ 2.50	$ 14,800.00	$ 1.90	$ 11,248.00	43.18%
17	310	7004	PRIME COAT (MC-30)	GAL	1100	$ 6.00	$ 6,600.00	$ 6.60	$ 7,260.00	$ 6.50	$ 7,150.00	$ 0.10	$ 110.00	1.52%
18	341	7044	D-GR HMA TY-D SAC-A PG64-22	TON	419	$ 175.00	$ 73,325.00	$ 192.50	$ 80,657.50	$ 160.00	$ 67,040.00	$ 32.50	$ 13,617.50	16.88%
19	416	7040	DRILL SHFT (RDWY ILL POLE)(30")	LF	250	$ 260.00	$ 65,000.00	$ 286.00	$ 71,500.00	$ 262.50	$ 65,625.00	$ 23.50	$ 5,875.00	8.22%
20	450	7063	RAIL (HANDRAIL)(TY F)	LF	50	$ 200.00	$ 10,000.00	$ 220.00	$ 11,000.00	$ 385.00	$ 19,250.00	$ (165.00)	$ (8,250.00)	-75.00%
21	464	7003	RC PIPE (CL III)(18 IN)	LF	44	$ 100.00	$ 4,400.00	$ 110.00	$ 4,840.00	$ 79.00	$ 3,476.00	$ 31.00	$ 1,364.00	28.18%
22	467	7307	SET (TY II)(18 IN)(RCP)(6:1)(C)	EA	4	$ 1,500.00	$ 6,000.00	$ 1,650.00	$ 6,600.00	$ 1,800.00	$ 7,200.00	$ (150.00)	$ (600.00)	-9.09%
23	479	7004	ADJUSTING MANHOLES (UTILITY BOX)	EA	2	$ 800.00	$ 1,600.00	$ 880.00	$ 1,760.00	$ 350.00	$ 700.00	$ 530.00	$ 1,060.00	60.23%
24	479	7007	ADJUSTING MANHOLES (WATER VALVE BOX)	EA	1	$ 600.00	$ 600.00	$ 660.00	$ 660.00	$ 350.00	$ 350.00	$ 310.00	$ 310.00	46.97%
25	479	7008	ADJUSTING MANHOLES (WATER METER)	EA	1	$ 500.00	$ 500.00	$ 550.00	$ 550.00	$ 350.00	$ 350.00	$ 200.00	$ 200.00	36.36%
26	502	7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	5	$ 4,800.00	$ 24,000.00	$ 5,280.00	$ 26,400.00	$ 2,800.00	$ 14,000.00	$ 2,480.00	$ 12,400.00	46.97%
27	505	7003	TMA (MOBILE OPERATION)(3 TRUCKS)	DAY	2	$ 441.00	$ 882.00	$ 485.10	$ 970.20	$ 3,400.00	$ 6,800.00	$ (2,914.90)	$ (5,829.80)	-600.89%
28	506	7021	CONSTRUCTION EXITS (INSTALL)(TY 2)	SY	234	$ 30.00	$ 7,020.00	$ 33.00	$ 7,722.00	$ 18.00	$ 4,212.00	$ 15.00	$ 3,510.00	45.45%
29	506	7024	CONSTRUCTION EXITS (REMOVE)	SY	234	$ 10.00	$ 2,340.00	$ 11.00	$ 2,574.00	$ 6.00	$ 1,404.00	$ 5.00	$ 1,170.00	45.45%
30	506	7039	TEMP SEDMT CONT FENCE (INSTALL)	LF	2715	$ 6.00	$ 16,290.00	$ 6.60	$ 17,919.00	$ 4.04	$ 10,968.60	$ 2.56	$ 6,950.40	38.79%
31	506	7041	TEMP SEDMT CONT FENCE (REMOVE)	LF	2715	$ 2.00	$ 5,430.00	$ 2.20	$ 5,973.00	$ 1.31	$ 3,556.65	$ 0.89	$ 2,416.35	40.45%
32	506	7044	BIODEG EROSN CONT LOGS (INSTALL)(12')	LF	90	$ 4.52	$ 406.80	$ 4.97	$ 447.30	$ 6.14	$ 552.60	$ (1.17)	$ (105.30)	-23.54%
33	506	7046	BIODEG EROSN CONT LOGS (REMOVE)	LF	90	$ 1.05	$ 94.50	$ 1.16	$ 104.40	$ 1.31	$ 117.90	$ (0.15)	$ (13.50)	-12.93%
34	529	7009	CONC CURB & GUTTER (TY II)	LF	183	$ 44.00	$ 8,052.00	$ 48.40	$ 8,857.20	$ 40.00	$ 7,320.00	$ 8.40	$ 1,537.20	17.36%
35	530	7006	DRIVEWAYS (CONC)	SY	262	$ 127.00	$ 33,274.00	$ 139.70	$ 36,601.40	$ 89.00	$ 23,318.00	$ 50.70	$ 13,283.40	36.29%
36	531	7003	CONC SIDEWALKS (6")	SY	3563	$ 75.00	$ 267,225.00	$ 82.50	$ 293,947.50	$ 72.00	$ 256,536.00	$ 10.50	$ 37,411.50	12.73%
37	531	7005	CURB RAMPS (TY 1)	EA	5	$ 2,300.00	$ 11,500.00	$ 2,530.00	$ 12,650.00	$ 2,900.00	$ 14,500.00	$ (370.00)	$ (1,850.00)	-14.62%
38	531	7006	CURB RAMPS (TY 2)	EA	6	$ 2,400.00	$ 14,400.00	$ 2,640.00	$ 15,840.00	$ 2,800.00	$ 16,800.00	$ (160.00)	$ (960.00)	-6.06%
39	531	7008	CURB RAMPS (TY 5)	EA	1	$ 2,500.00	$ 2,500.00	$ 2,750.00	$ 2,750.00	$ 5,900.00	$ 5,900.00	$ (3,150.00)	$ (3,150.00)	-114.55%
40	531	7011	CURB RAMPS (TY 10)	EA	4	$ 2,000.00	$ 8,000.00	$ 2,200.00	$ 8,800.00	$ 2,900.00	$ 11,600.00	$ (700.00)	$ (2,800.00)	-31.82%
41	550	7007	CHAIN LINK FENCE (REMOVE)	LF	40	$ 10.00	$ 400.00	$ 11.00	$ 440.00	$ 12.00	$ 480.00	$ (1.00)	$ (40.00)	-9.09%
42	6099	7001	PEDESTRIAN ILLUMINATION ASSEMBLY	EA	25	$ 7,500.00	$ 187,500.00	$ 8,250.00	$ 206,250.00	$ 13,860.00	$ 346,500.00	$ (5,610.00)	$ (140,250.00)	-68.00%
43	644	7001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	38	$ 1,200.00	$ 45,600.00	$ 1,320.00	$ 50,160.00	$ 576.45	$ 21,905.10	$ 743.55	$ 28,254.90	56.33%
44	666	7030	REFL PAV MRK TY I (W)12"(SLD)(100MIL)	LF	76	$ 3.00	$ 228.00	$ 3.30	$ 250.80	$ 6.09	$ 462.84	$ (2.79)	$ (212.04)	-84.55%
45	666	7036	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	2016	$ 6.00	$ 12,096.00	$ 6.60	$ 13,305.60	$ 9.24	$ 18,627.84	$ (2.64)	$ (5,322.24)	-40.00%
46	666	7084	REFL PAV MRK TY I (W)(SYMBOL)(100MIL)	EA	30	$ 300.00	$ 9,000.00	$ 330.00	$ 9,900.00	$ 304.50	$ 9,135.00	$ 25.50	$ 765.00	7.73%
47	666	7093	REFL PAV MRK TY I (W)(BIKE ARW)(100MIL)	EA	14	$ 120.00	$ 1,680.00	$ 132.00	$ 1,848.00	$ 189.00	$ 2,646.00	$ (57.00)	$ (798.00)	-43.18%
48	666	7099	REFL PAV MRK TY I (W)(BIKE SYML)(100MIL)	EA	14	$ 160.00	$ 2,240.00	$ 176.00	$ 2,464.00	$ 189.00	$ 2,646.00	$ (13.00)	$ (182.00)	-7.39%
49	666	7417	REFL PAV MRK TY I (Y)4"(SLD)(100MIL)	LF	5884	$ 0.50	$ 2,942.00	$ 0.55	$ 3,236.20	$ 1.16	$ 6,825.44	$ (0.61)	$ (3,589.24)	-110.91%
50	677	7008	ELIM EXT PM & MRKS (24")	LF	950	$ 4.00	$ 3,800.00	$ 4.40	$ 4,180.00	$ 5.25	$ 4,987.50	$ (0.85)	$ (807.50)	-19.32%
51	5005	7001	REMOVABLE BOLLARD	EA	8	$ 2,200.00	$ 17,600.00	$ 2,420.00	$ 19,360.00	$ 980.00	$ 7,840.00	$ 1,440.00	$ 11,520.00	59.50%
52	5071	7001	REMOVE AND REPLACE LANDSCAPE FENCE	LF	20	$ 100.00	$ 2,000.00	$ 110.00	$ 2,200.00	$ 58.00	$ 1,160.00	$ 52.00	$ 1,040.00	47.27%
						EST TOTAL (TABULATED)	$ 1,712,237.30	EST MOB TOTAL (TAB)	$ 1,883,461.30	BID TOTAL (TABULATED)	$ 1,539,579.07		$ 343,882.23	

CORRECTED COST BASED ON UNIT PRICE

1ST LOWEST BID			
UNDER ENGINEER'S	$	343,882.23	18.26%
UNDER 2ND LOWEST BIDDER	$	(81,618.93)	-4.33%

SCHEDULE C
SOUTHMOST NATURE TRAIL PHASE III
BID No. 141-26-BMT-IFB
UNIT PRICES AND TOTAL AMOUNT COMPARED TO EACH BIDDER
Bid Opening 05/21/2026

REF NO.	ITEM NO.	DESC CODE	DESCRIPTION	UNIT	QUANTITY (Q)	ENGINEER'S ESTIMATE				ARTILLERY, LLC				
						UNIT PRICE (ENG UP)	TABULATED ESTIMATE AMOUNT (Q) * (ENG UP)	UNIT PRICE W/MOB (ENG UP * 10%) (UP/MOB)	TABULATED ESTIMATE AMOUNT W/MOB (Q * UP/MOB)	UNIT PRICE (ART UP)	TABULATED BID AMOUNT (Q) * (ART UP)	COMPARE ENG EST UNIT PRICE TO ARTILLERY UNIT PRICE (UNDER)/OVER	COMPARE ENG EST TOTAL PRICE TO ARTILLERY TOTAL PRICE (UNDER)/OVER	PERCENT DIFFERENCE
1	100	7002	PREPARING ROW	STA	100	$ 6,500.00	$ 650,000.00	$ 7,150.00	$ 715,000.00	$ 1,250.00	$ 125,000.00	$ 5,900.00	$ 590,000.00	82.52%
2	104	7011	REMOV CONC (DRIVEWAYS)	SY	126	$ 20.00	$ 2,520.00	$ 22.00	$ 2,772.00	$ 36.00	$ 4,536.00	$ (14.00)	$ (1,764.00)	-63.64%
3	104	7013	REMOV CONC (SIDEWALK, RAMP OR SUP)	SY	260	$ 15.00	$ 3,900.00	$ 16.50	$ 4,290.00	$ 36.00	$ 9,360.00	$ (19.50)	$ (5,070.00)	-118.18%
4	104	7017	REMOV CONC (CURB & GUTTER)	LF	273	$ 28.00	$ 7,644.00	$ 30.80	$ 8,408.40	$ 12.00	$ 3,276.00	$ 18.80	$ 5,132.40	61.04%
5	110	7001	EXCAV (ROADWAY)	CY	2332	$ 6.00	$ 13,992.00	$ 6.60	$ 15,391.20	$ 20.00	$ 46,640.00	$ (13.40)	$ (31,248.80)	-203.03%
6	132	7002	EMBANK (FNL)(DC)(TY A)	CY	103	$ 13.00	$ 1,339.00	$ 14.30	$ 1,472.90	$ 50.00	$ 5,150.00	$ (35.70)	$ (3,677.10)	-249.65%
7	160	7002	FURN & PLACE TOPSOIL (4")	SY	100	$ 4.00	$ 400.00	$ 4.40	$ 440.00	$ 40.00	$ 4,000.00	$ (35.60)	$ (3,560.00)	-809.09%
8	164	7042	DRILL SEED (PERM_RURAL_CLAY)	AC	2	$ 800.00	$ 1,600.00	$ 880.00	$ 1,760.00	$ 8,000.00	$ 16,000.00	$ (7,120.00)	$ (14,240.00)	-809.09%
9	164	7045	DRILL SEED (TEMP)(WARM)	AC	2	$ 800.00	$ 1,600.00	$ 880.00	$ 1,760.00	$ 8,000.00	$ 16,000.00	$ (7,120.00)	$ (14,240.00)	-809.09%
10	168	7001	VEGETATIVE WATERING	TGL	115	$ 19.00	$ 2,185.00	$ 20.90	$ 2,403.50	$ 25.00	$ 2,875.00	$ (4.10)	$ (471.50)	-19.62%
11	204	7001	SPRINKLING (DUST CONTROL)	TGL	23	$ 1.00	$ 23.00	$ 1.10	$ 25.30	$ 150.00	$ 3,450.00	$ (148.90)	$ (3,424.70)	-13536.36%
12	216	7001	PROOF ROLLING	HR	25	$ 47.00	$ 1,175.00	$ 51.70	$ 1,292.50	$ 300.00	$ 7,500.00	$ (248.30)	$ (6,207.50)	-480.27%
13	247	7259	FL BS (RDWY DEL)(TY A GR 1-2)(FNAL POS)	CY	1374	$ 88.00	$ 120,912.00	$ 96.80	$ 133,003.20	$ 65.00	$ 89,310.00	$ 31.80	$ 43,693.20	32.85%
14	250	7002	GEOGRID BASE REINFORCEMENT (TY 2)	SY	5496	$ 2.00	$ 10,992.00	$ 2.20	$ 12,091.20	$ 7.50	$ 41,220.00	$ (5.30)	$ (29,128.80)	-240.91%
15	260	7005	LIME (COM OR QK)(SLURRY)	TON	45	$ 350.00	$ 15,750.00	$ 385.00	$ 17,325.00	$ 400.00	$ 18,000.00	$ (15.00)	$ (675.00)	-3.90%
16	260	7006	LIME TRT (EXIST MATL)(6")	SY	5920	$ 4.00	$ 23,680.00	$ 4.40	$ 26,048.00	$ 7.00	$ 41,440.00	$ (2.60)	$ (15,392.00)	-59.09%
17	310	7004	PRIME COAT (MC-30)	GAL	1100	$ 6.00	$ 6,600.00	$ 6.60	$ 7,260.00	$ 15.00	$ 16,500.00	$ (8.40)	$ (9,240.00)	-127.27%
18	341	7044	D-GR HMA TY-D SAC-A PG64-22	TON	419	$ 175.00	$ 73,325.00	$ 192.50	$ 80,657.50	$ 300.00	$ 125,700.00	$ (107.50)	$ (45,042.50)	-55.84%
19	416	7040	DRILL SHFT (RDWY ILL POLE)(30")	LF	250	$ 260.00	$ 65,000.00	$ 286.00	$ 71,500.00	$ 400.00	$ 100,000.00	$ (114.00)	$ (28,500.00)	-39.86%
20	450	7063	RAIL (HANDRAIL)(TY F)	LF	50	$ 200.00	$ 10,000.00	$ 220.00	$ 11,000.00	$ 500.00	$ 25,000.00	$ (280.00)	$ (14,000.00)	-127.27%
21	464	7003	RC PIPE (CL III)(18 IN)	LF	44	$ 100.00	$ 4,400.00	$ 110.00	$ 4,840.00	$ 150.00	$ 6,600.00	$ (40.00)	$ (1,760.00)	-36.36%
22	467	7307	SET (TY II)(18 IN)(RCP)(6:1)(C)	EA	4	$ 1,500.00	$ 6,000.00	$ 1,650.00	$ 6,600.00	$ 2,500.00	$ 10,000.00	$ (850.00)	$ (3,400.00)	-51.52%
23	479	7004	ADJUSTING MANHOLES (UTILITY BOX)	EA	2	$ 800.00	$ 1,600.00	$ 880.00	$ 1,760.00	$ 1,000.00	$ 2,000.00	$ (120.00)	$ (240.00)	-13.64%
24	479	7007	ADJUSTING MANHOLES (WATER VALVE BOX)	EA	1	$ 600.00	$ 600.00	$ 660.00	$ 660.00	$ 1,000.00	$ 1,000.00	$ (340.00)	$ (340.00)	-51.52%
25	479	7008	ADJUSTING MANHOLES (WATER METER)	EA	1	$ 500.00	$ 500.00	$ 550.00	$ 550.00	$ 1,000.00	$ 1,000.00	$ (450.00)	$ (450.00)	-81.82%
26	502	7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	5	$ 4,800.00	$ 24,000.00	$ 5,280.00	$ 26,400.00	$ 5,000.00	$ 25,000.00	$ 280.00	$ 1,400.00	5.30%
27	505	7003	TMA (MOBILE OPERATION)(3 TRUCKS)	DAY	2	$ 441.00	$ 882.00	$ 485.10	$ 970.20	$ 1,000.00	$ 2,000.00	$ (514.90)	$ (1,029.80)	-106.14%
28	506	7021	CONSTRUCTION EXITS (INSTALL)(TY 2)	SY	234	$ 30.00	$ 7,020.00	$ 33.00	$ 7,722.00	$ 15.00	$ 3,510.00	$ 18.00	$ 4,212.00	54.55%
29	506	7024	CONSTRUCTION EXITS (REMOVE)	SY	234	$ 10.00	$ 2,340.00	$ 11.00	$ 2,574.00	$ 6.00	$ 1,404.00	$ 5.00	$ 1,170.00	45.45%
30	506	7039	TEMP SEDMT CONT FENCE (INSTALL)	LF	2715	$ 6.00	$ 16,290.00	$ 6.60	$ 17,919.00	$ 10.00	$ 27,150.00	$ (3.40)	$ (9,231.00)	-51.52%
31	506	7041	TEMP SEDMT CONT FENCE (REMOVE)	LF	2715	$ 2.00	$ 5,430.00	$ 2.20	$ 5,973.00	$ 3.00	$ 8,145.00	$ (0.80)	$ (2,172.00)	-36.36%
32	506	7044	BIODEG EROSN CONT LOGS (INSTALL)(12')	LF	90	$ 4.52	$ 406.80	$ 4.97	$ 447.30	$ 25.00	$ 2,250.00	$ (20.03)	$ (1,802.70)	-403.02%
33	506	7046	BIODEG EROSN CONT LOGS (REMOVE)	LF	90	$ 1.05	$ 94.50	$ 1.16	$ 104.40	$ 10.00	$ 900.00	$ (8.84)	$ (795.60)	-762.07%
34	529	7009	CONC CURB & GUTTER (TY II)	LF	183	$ 44.00	$ 8,052.00	$ 48.40	$ 8,857.20	$ 60.00	$ 10,980.00	$ (11.60)	$ (2,122.80)	-23.97%
35	530	7006	DRIVEWAYS (CONC)	SY	262	$ 127.00	$ 33,274.00	$ 139.70	$ 36,601.40	$ 108.00	$ 28,296.00	$ 31.70	$ 8,305.40	22.69%
36	531	7003	CONC SIDEWALKS (6")	SY	3563	$ 75.00	$ 267,225.00	$ 82.50	$ 293,947.50	$ 108.00	$ 384,804.00	$ (25.50)	$ (90,856.50)	-30.91%
37	531	7005	CURB RAMPS (TY 1)	EA	5	$ 2,300.00	$ 11,500.00	$ 2,530.00	$ 12,650.00	$ 3,000.00	$ 15,000.00	$ (470.00)	$ (2,350.00)	-18.58%
38	531	7006	CURB RAMPS (TY 2)	EA	6	$ 2,400.00	$ 14,400.00	$ 2,640.00	$ 15,840.00	$ 3,000.00	$ 18,000.00	$ (360.00)	$ (2,160.00)	-13.64%
39	531	7008	CURB RAMPS (TY 5)	EA	1	$ 2,500.00	$ 2,500.00	$ 2,750.00	$ 2,750.00	$ 4,000.00	$ 4,000.00	$ (1,250.00)	$ (1,250.00)	-45.45%
40	531	7011	CURB RAMPS (TY 10)	EA	4	$ 2,000.00	$ 8,000.00	$ 2,200.00	$ 8,800.00	$ 3,000.00	$ 12,000.00	$ (800.00)	$ (3,200.00)	-36.36%
41	550	7007	CHAIN LINK FENCE (REMOVE)	LF	40	$ 10.00	$ 400.00	$ 11.00	$ 440.00	$ 50.00	$ 2,000.00	$ (39.00)	$ (1,560.00)	-354.55%
42	6099	7001	PEDESTRIAN ILLUMINATION ASSEMBLY	EA	25	$ 7,500.00	$ 187,500.00	$ 8,250.00	$ 206,250.00	$ 9,000.00	$ 225,000.00	$ (750.00)	$ (18,750.00)	-9.09%
43	644	7001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	38	$ 1,200.00	$ 45,600.00	$ 1,320.00	$ 50,160.00	$ 1,300.00	$ 49,400.00	$ 20.00	$ 760.00	1.52%
44	666	7030	REFL PAV MRK TY I (W)12"(SLD)(100MIL)	LF	76	$ 3.00	$ 228.00	$ 3.30	$ 250.80	$ 6.00	$ 456.00	$ (2.70)	$ (205.20)	-81.82%
45	666	7036	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	2016	$ 6.00	$ 12,096.00	$ 6.60	$ 13,305.60	$ 8.00	$ 16,128.00	$ (1.40)	$ (2,822.40)	-21.21%
46	666	7084	REFL PAV MRK TY I (W)(SYMBOL)(100MIL)	EA	30	$ 300.00	$ 9,000.00	$ 330.00	$ 9,900.00	$ 325.00	$ 9,750.00	$ 5.00	$ 150.00	1.52%
47	666	7093	REFL PAV MRK TY I (W)(BIKE ARW)(100MIL)	EA	14	$ 120.00	$ 1,680.00	$ 132.00	$ 1,848.00	$ 200.00	$ 2,800.00	$ (68.00)	$ (952.00)	-51.52%
48	666	7099	REFL PAV MRK TY I (W)(BIKE SYML)(100MIL)	EA	14	$ 160.00	$ 2,240.00	$ 176.00	$ 2,464.00	$ 300.00	$ 4,200.00	$ (124.00)	$ (1,736.00)	-70.45%
49	666	7417	REFL PAV MRK TY I (Y)4"(SLD)(100MIL)	LF	5884	$ 0.50	$ 2,942.00	$ 0.55	$ 3,236.20	$ 2.00	$ 11,768.00	$ (1.45)	$ (8,531.80)	-263.64%
50	677	7008	ELIM EXT PM & MRKS (24")	LF	950	$ 4.00	$ 3,800.00	$ 4.40	$ 4,180.00	$ 6.00	$ 5,700.00	$ (1.60)	$ (1,520.00)	-36.36%
51	5005	7001	REMOVABLE BOLLARD	EA	8	$ 2,200.00	$ 17,600.00	$ 2,420.00	$ 19,360.00	$ 3,000.00	$ 24,000.00	$ (580.00)	$ (4,640.00)	-23.97%
52	5071	7001	REMOVE AND REPLACE LANDSCAPE FENCE	LF	20	$ 100.00	$ 2,000.00	$ 110.00	$ 2,200.00	$ 250.00	$ 5,000.00	$ (140.00)	$ (2,800.00)	-127.27%
						EST TOTAL (TABULATED)	$ 1,712,237.30	EST MOB TOTAL (TAB)	$ 1,883,461.30	BID TOTAL (TABULATED)	$ 1,621,198.00		$ 262,263.30	
										2ND LOWEST BID				
										UNDER ENGINEER'S			$ 262,263.30	13.92%
										OVER 1ST LOWEST BIDDER			$ 81,618.93	4.33%

CORRECTED COST BASED ON UNIT PRICE

Schedule "D"

Major Work Items

SCHEDULE D
SOUTHMOST NATURE TRAIL PHASE III
BID No. 141-26-BMT-IFB
MAJOR ITEMS CONTRIBUTING TO TOTAL ENGINEER'S ESTIMATE
Bid Opening 05/21/2026

						ENGINEER'S ESTIMATE				2GS, LLC DBA EARTHWORKS ENTERPRISE				
REF NO.	ITEM NO.	DESC CODE	DESCRIPTION	UNIT	QUANTITY (Q)	UNIT PRICE (ENG UP)	TABULATED ESTIMATE AMOUNT (Q) * (ENG UP)	UNIT PRICE W/MOB (ENG UP * 10%) (UP/MOB)	TABULATED ESTIMATE AMOUNT W/MOB (Q * UP/MOB)	UNIT PRICE (2GS UP)	TABULATED BID AMOUNT (Q) * (2GS UP)	COMPARE ENG EST UNIT PRICE TO 2GS UNIT PRICE (UNDER)/OVER	COMPARE ENG EST TOTAL PRICE TO 2GS TOTAL PRICE (UNDER)/OVER	PERCENT DIFFERENCE
1	100	7002	PREPARING ROW	STA	100	$ 6,500.00	$ 650,000.00	$ 7,150.00	$ 715,000.00	$ 1,150.00	$ 115,000.00	$ 6,000.00	$ 600,000.00	83.92%
5	110	7001	EXCAV (ROADWAY)	CY	2332	$ 6.00	$ 13,992.00	$ 6.60	$ 15,391.20	$ 28.00	$ 65,296.00	$ (21.40)	$ (49,904.80)	-324.24%
7	160	7002	FURN & PLACE TOPSOIL (4")	SY	100	$ 4.00	$ 400.00	$ 4.40	$ 440.00	$ 21.00	$ 2,100.00	$ (16.60)	$ (1,660.00)	-377.27%
8	164	7042	DRILL SEED (PERM_RURAL_CLAY)	AC	2	$ 800.00	$ 1,600.00	$ 880.00	$ 1,760.00	$ 2,415.00	$ 4,830.00	$ (1,535.00)	$ (3,070.00)	-174.43%
9	164	7045	DRILL SEED (TEMP)(WARM)	AC	2	$ 800.00	$ 1,600.00	$ 880.00	$ 1,760.00	$ 2,205.00	$ 4,410.00	$ (1,325.00)	$ (2,650.00)	-150.57%
10	168	7001	VEGETATIVE WATERING	TGL	115	$ 19.00	$ 2,185.00	$ 20.90	$ 2,403.50	$ 93.00	$ 10,695.00	$ (72.10)	$ (8,291.50)	-344.98%
11	204	7001	SPRINKLING (DUST CONTROL)	TGL	23	$ 1.00	$ 23.00	$ 1.10	$ 25.30	$ 93.00	$ 2,139.00	$ (91.90)	$ (2,113.70)	-8354.55%
12	216	7001	PROOF ROLLING	HR	25	$ 47.00	$ 1,175.00	$ 51.70	$ 1,292.50	$ 65.00	$ 1,625.00	$ (13.30)	$ (332.50)	-25.73%
13	247	7259	FL BS (RDWY DEL)(TY A GR 1-2)(FNAL POS)	CY	1374	$ 88.00	$ 120,912.00	$ 96.80	$ 133,003.20	$ 210.00	$ 288,540.00	$ (113.20)	$ (155,536.80)	-116.94%
27	505	7003	TMA (MOBILE OPERATION)(3 TRUCKS)	DAY	2	$ 441.00	$ 882.00	$ 485.10	$ 970.20	$ 3,400.00	$ 6,800.00	$ (2,914.90)	$ (5,829.80)	-600.89%
32	506	7044	BIODEG EROSN CONT LOGS (INSTALL)(12')	LF	90	$ 4.52	$ 406.80	$ 4.97	$ 447.30	$ 6.14	$ 552.60	$ (1.17)	$ (105.30)	-23.54%
33	506	7046	BIODEG EROSN CONT LOGS (REMOVE)	LF	90	$ 1.05	$ 94.50	$ 1.16	$ 104.40	$ 1.31	$ 117.90	$ (0.15)	$ (13.50)	-12.93%
36	531	7003	CONC SIDEWALKS (6")	SY	3563	$ 75.00	$ 267,225.00	$ 82.50	$ 293,947.50	$ 72.00	$ 256,536.00	$ 10.50	$ 37,411.50	12.73%
41	550	7007	CHAIN LINK FENCE (REMOVE)	LF	40	$ 10.00	$ 400.00	$ 11.00	$ 440.00	$ 12.00	$ 480.00	$ (1.00)	$ (40.00)	-9.09%
42	6099	7001	PEDESTRIAN ILLUMINATION ASSEMBLY	EA	25	$ 7,500.00	$ 187,500.00	$ 8,250.00	$ 206,250.00	$ 13,860.00	$ 346,500.00	$ (5,610.00)	$ (140,250.00)	-68.00%
49	666	7417	REFL PAV MRK TY I (Y)4"(SLD)(100MIL)	LF	5884	$ 0.50	$ 2,942.00	$ 0.55	$ 3,236.20	$ 1.16	$ 6,825.44	$ (0.61)	$ (3,589.24)	-110.91%
						EST TOTAL (TABULATED)	$ 1,251,337.30	EST MOB TOTAL (TAB)	$ 1,376,471.30	BID TOTAL (TABULATED)	$ 1,112,446.94		$ 264,024.36	
													19.18%	
													1ST LOWEST BID	

CORRECTED COST BASED ON UNIT PRICE

Attachment 2

Bid Award Checklist and Bid Packages

City of Brownsville – Procurement Department

Southmost Nature Trail Phase III

141-26-BMT-IFB

Closing Date: Thursday, May 21, 2026 @ 3:00 PM

Vendors:	2GS LLC dba Earthworks Entrpris	ANAHUAC INFRASTRUCTURE LLC	Artillery LLC
Documents requested: ✓			
Form 1 – Proposal Acknowledgment & Authorized Contact Info	✓	✓	✓
Form 2 – Statement Of Conflicts of Interest	✓	✓	✓
Form 3 - Texas Ethics Commission Certificate of Interested Parties (Form 1295) *(Optional)*	X - Certificate is optional but form needs to be submitted	✓ - Form and Certificate 05/21	✓ - Form
Form 4 – Respondent's Statement of Organization	✓	✓	✓
Form 5 – Non-Collusion Affidavit	✓	✓	✓
Form 6 – Litigation Disclosure	✓	✓	✓
Form 7 – Disclosure of Interest	✓	✓	✓
Form 8 – References	✓	✓ - Did not included dates	✓
Form 9 – Proposed Deviations *(Optional)*	None	None	None
Form 10 – Bid Price Form	✓ - $1,539,549.65	✓ - $1,397,569.65	✓ - $1,621,198.00
Form 11 – Verification of Non-Debarment through System for Award Management (SAM.GOV).	✓ Verified – Exp 11/17/26	✓ Verified – Exp 12/16/26	✓ Verified – Exp 08/18/26
Form 12 – State of Texas Child Support Business Ownership	✓	✓	✓
Confirmation that vendor is pre-qualified through TxDot.	✓	Expires: May 31, 2026 They also only have 1 million bidding capacity approved	✓
Certificate of Insurance *(Optional)*	N/A	N/A	N/A
Bid Bond	✓	✓	✓
Payment and Performance Bond Capacity Letter	✓	✓	✓
Financial Statements or Proof of Financial Capacity	✓ - Bank Reference Letter	✓ - Balance Sheets, P&L and Bank Letter	✓ - Insurance Letter (Same as the P&P Bond Capacity Letter

Commented [AP1]: Email sent 05/28

Commented [AP1R2]: Received 05/28 updated with dates

Commented [AP2]: Received an updated one with exp 2027, however they only have approved 1 million

AP2026

FEDERAL AID PROJECT NO.			
XXXXX			
CONT	SECT	JOB	HIGHWAY
0921	06	360	S.N.T. III
DIST	COUNTY		SHEET NO.
PHR	CAMERON		01

100% SUBMITTAL

SOUTHMOST NATURE TRAIL PHASE III

INDEX OF SHEETS
SEE SHEET NO. 2

FINAL PLAN DATA:

FINAL CONTRACT PRICE: _____
CONTRACTOR NAME: _____
CONTRACTOR ADDRESS: _____
LETTING DATE: _____
DATE WORK BEGAN: _____
DATE WORK COMPLETED: _____
DATE OF ACCEPTANCE: _____

CHANGE ORDERS & SUPP. AGREEMENTS

ALL CONSTRUCTION WORK WAS PERFORMED IN ACCORDANCE WITH THE PLANS SPECIFICATIONS AND CONTRACT. ALL PROPOSED CONSTRUCTION WAS COMPLETED UNLESS OTHERWISE NOTED.

NAME _____ DATE _____

STATE OF TEXAS
ABEL MARROQUIN III
134752
REGISTERED
PROFESSIONAL ENGINEER

PREPARED BY:

ABEL MARROQUIN III, PE #134752 P.E.
PROJECT MANAGER

03-04-26
DATE

RRP
YOUR RELIABLE PARTNER
TEXAS BOARD OF PROFESSIONAL ENGINEERS #: F-4440

SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION, NOVEMBER 1, 2024 AND SPECIFICATION ITEMS LISTED AND DATED AS FOLLOWS, SHALL GOVERN ON THIS PROJECT: REQUIRED CONTRACT PROVISIONS FOR ALL FEDERAL-AID CONSTRUCTION CONTRACTS (FORM FHWA 1273, OCTOBER 2024)

City of BROWNSVILLE
On the Border, By the Sea Texas

TxDOT CSJ 0921-06-360

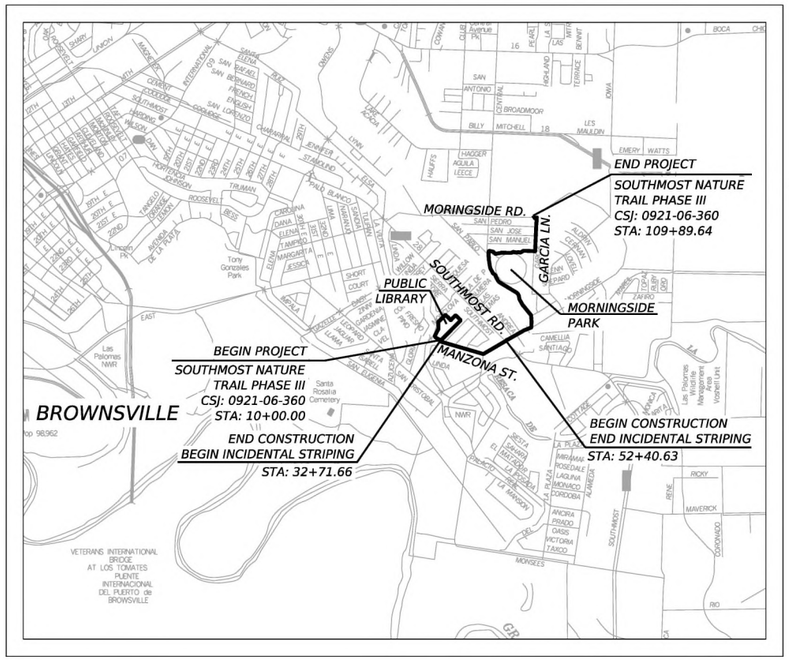
NET LENGTH OF TRAIL = 9989.64 LF = 1.89 MI

CITY OF BROWNSVILLE
SOUTHMOST NATURE TRAIL PHASE III

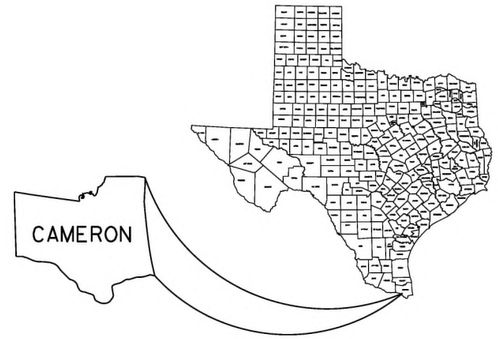
LIMITS: FROM: BROWNSVILLE PUBLIC LIBRARY
TO: MORNINGSIDE RD.

FOR THE CONSTRUCTION OF SIDEWALK AND HIKE & BIKE TRAIL

CONSTRUCTION CONSISTING OF GRADING, CONCRETE & ASPHALT PAVEMENT, SIGNING, DELINEATION, PAVEMENT MARKINGS, ILLUMINATION, AND CURB RAMPS.



SCALE: NTS



LOCAL ENTITIES

CITY OF BROWNSVILLE ENGINEER
PLANS APPROVED: DATE:
NAME TITLE

CAMERON COUNTY DRAINAGE DIST. NO.2
PLANS APPROVED: DATE:
NAME TITLE

CAMERON COUNTY DRAINAGE DIST. NO.3
PLANS APPROVED: DATE:
NAME TITLE

PROJECT DATA

DESIGN SPEED: 10 MPH

EQUATIONS: NONE

EXCEPTIONS: N/A

TDLR INSPECTION: TABS2026013711

Texas Department of Transportation

SUBMITTED FOR LETTING:

DESIGN SUPPORT SECTION

COUNTY CAMERON PROJECT NO.
HWY. NO. S.N.T. III LETTING DATE
DATE ACCEPTED

DATE: 2/25/2026 2:06:53 AM
FILE: \\mcallen2.rpeng.com\sbpro_mcallen2\Project\u3121\WA# 02 Southmost Nature Trail Phase III\4 - Design\Plan Set\DGN\planSheets\1. General\312135GNC001_Title Sheet.dgn

LEGEND

[D] DENOTES DISTRICT STANDARDS
[S] DENOTES STATE STANDARDS

GENERAL

1 TITLE SHEET
2 INDEX OF SHEETS
3 PROJECT LAYOUT
4 EXISTING TYPICAL SECTIONS
5 PROPOSED TYPICAL SECTIONS
6-10 GENERAL NOTES
11-12 SUMMARY TABLES OF ESTIMATED QUANTITIES

TRAFFIC CONTROL GENERAL NOTES & STANDARDS

13 TCP GENERAL NOTES
14 SEQUENCE OF CONSTRUCTION
15-26 [S] BC(1)-21 THRU BC(12)-21
27 [S] TCP (1-2) - 18

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28 SURVEY DATA SHEET
29-32 ALIGNMENT DATA SHEETS
33-42 REMOVAL LAYOUTS
43-62 PLAN & PROFILE SHEETS
63 MISCELLANEOUS DETAILS

TRAIL STANDARDS

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65-67 [S] PRD-13
68-70 [S] PED-18
71 [D] DRIVEWAY DETAILS PRIVATE (RESIDENTIAL-COMMERICAL)

SIGN AND PAVEMENT MARKINGS

72-77 INTERSECTION LAYOUTS
78-82 SUMMARY OF SMALL SIGNS

SIGN AND PAVEMENT MARKINGS STANDARDS

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87 [D] TREE PRUNING DETAILS
88-89 [S] TRB-24 (1) & TRB-15 (2)
90 SMD (GEN) -08

ILLUMINATION

91 ILLUMINATION PROJECT LAYOUT
92-98 ILLUMINATION LAYOUTS
99 SOLAR LIGHT POLE DETAIL

ENVIRONMENTAL

100-101 EPIC - ENVIRONMENTAL PERMITS, ISSUES & COMMITMENTS
102-103 SW3P SHEETS
104-112 SW3P PLANS

ENVIRONMENTAL STANDARDS

113-117 [S] EC(1)-16, EC-(3)-16, EC(9)-16
118 [D] TECL-17 (PHR)

100% SUBMITTAL

DATE: 3/4/2026 11:30:30 AM
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STATE OF TEXAS
ABEL MARROQUIN III
134752
REGISTERED PROFESSIONAL ENGINEER
P.E.
03-04-26

BROWNSVILLE
On the Border. By the Sea.

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1400, BROADFIELD BLVD.
HOUSTON, TEXAS-77084
TEXAS BOARD OF PROFESSIONAL ENGINEERS NO: 4440

Texas Department of Transportation

SOUTHMOST NATURE TRAIL PHASE III

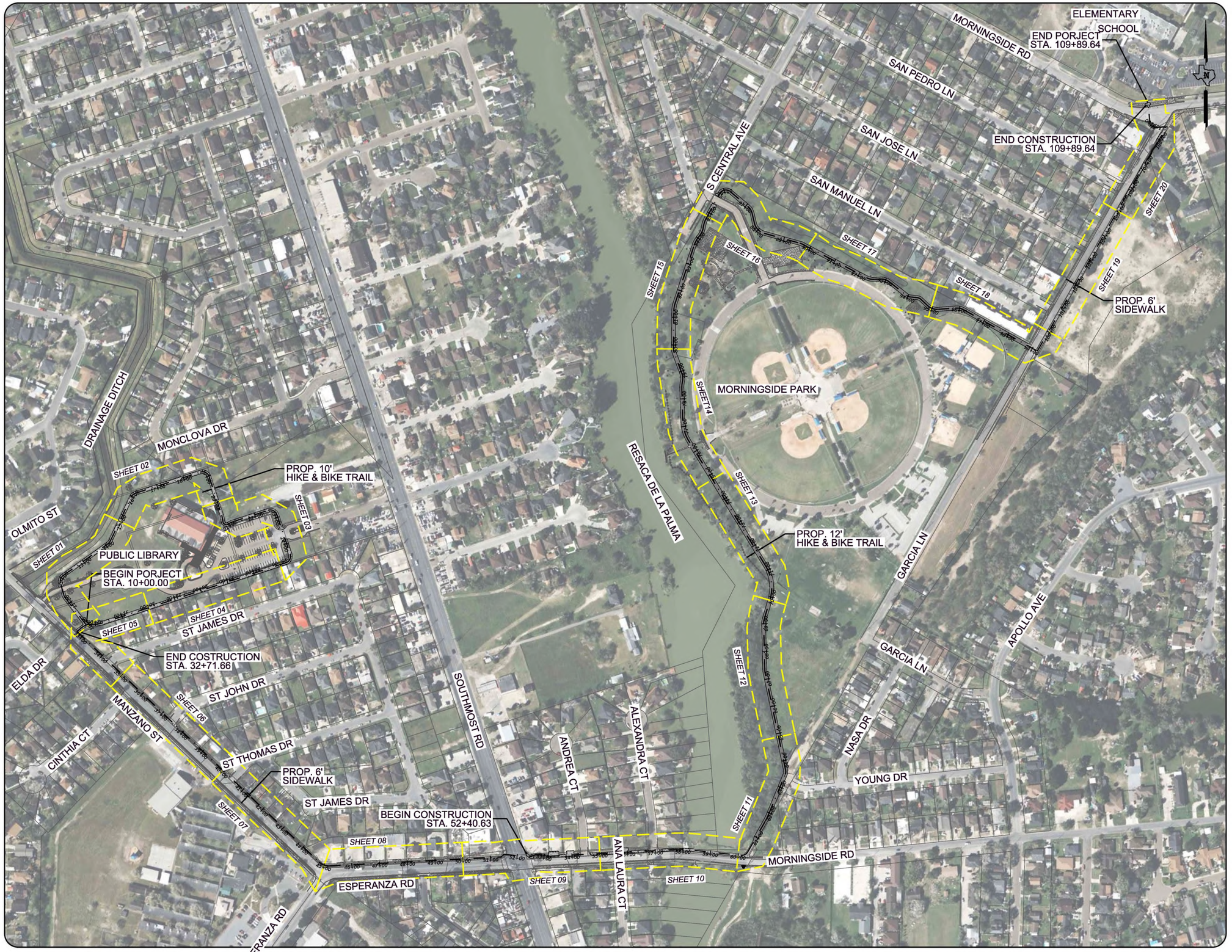
INDEX OF SHEETS

SCALE: N.T.S SHEET 1 OF 1

CONT	SECT	JOB	HIGHWAY
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DIST	COUNTY		SHEET NO.
PHR	CAMERON		2

100% SUBMITTAL

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LEGEND

- PROP. CONCRETE PAVEMENT
- PROP. ASPHALT PAVEMENT
- EXIST. R.O.W.
- EXIST. DIRECTION OF TRAFFIC
- EXIST. SIDEWALK
- EXIST. EDGE OF PAVEMENT
- EXIST. FENCE
- GAS — EXIST. FENCE
- SS — EXIST. SANITARY SEWER
- WTR — EXIST. WATER
- OHE — EXIST. OVERHEAD ELECTRIC

NOTES:

FOR ALIGNMENT DATA REFER TO ALIGNMENT DATA SHEET

STATE OF TEXAS
ABEL MARROQUIN III
134752
REGISTERED PROFESSIONAL ENGINEER
P.E.
03-04-26

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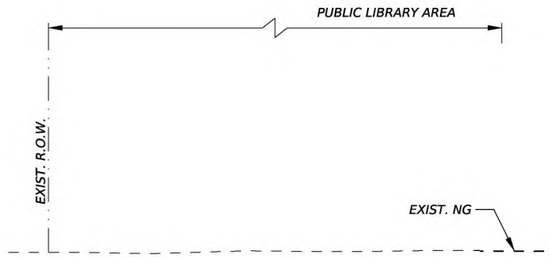
SOUTHMOST NATURE TRAIL PHASE III

PROJECT LAYOUT

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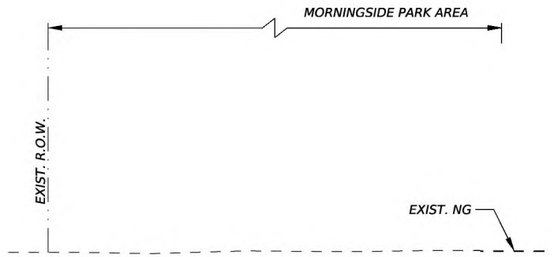
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DIST	COUNTY		SHEET NO.
PHR	CAMERON		3

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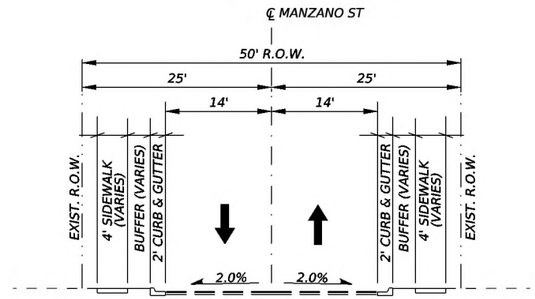
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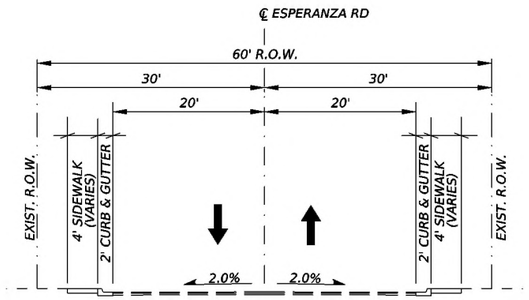
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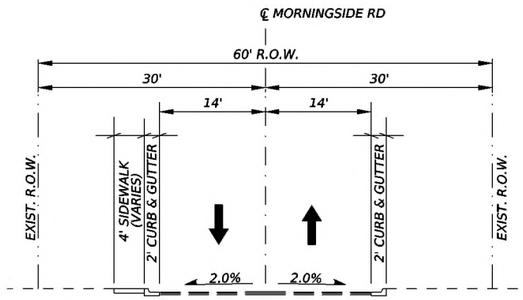
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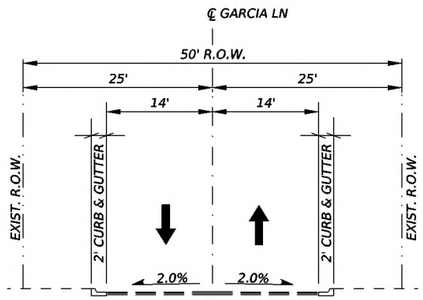
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SOUTHMOST NATURE TRAIL PHASE III
EXISTING TYPICAL SECTION

MORNINGSIDE RD - STA. 52+40.63 TO STA. 60+39.00



SOUTHMOST NATURE TRAIL PHASE III
EXISTING TYPICAL SECTION

GARCIA LN - STA. 98+89.64 TO STA. 109+89.64

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STATE OF TEXAS
ABEL MARROQUIN III
134752
REGISTERED
PROFESSIONAL ENGINEER
P.E.
03-04-26

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RRP CONSULTING ENGINEERS LLC
1400, BROADFIELD BLVD.
HOUSTON, TEXAS-77084
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SOUTHMOST NATURE TRAIL PHASE III

EXISTING TYPICAL SECTIONS

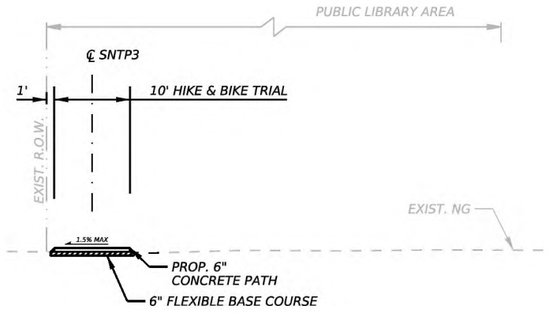
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SCALE: NTS

SHEET 1 OF 1

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DIST	COUNTY		SHEET NO.
PHR	CAMERON		4

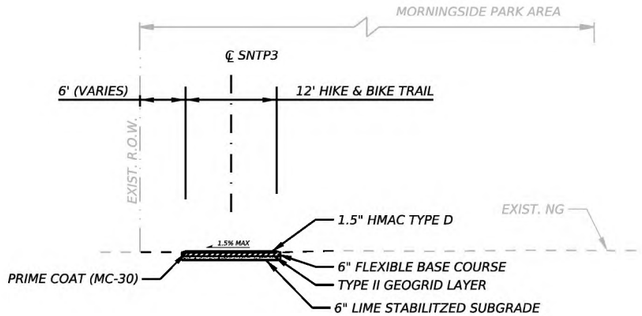
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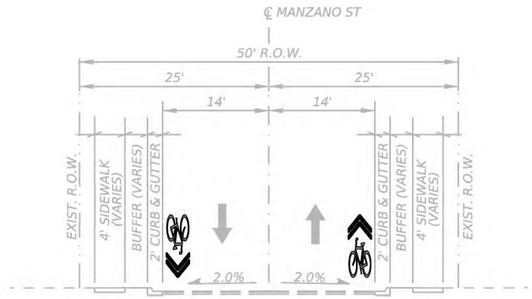
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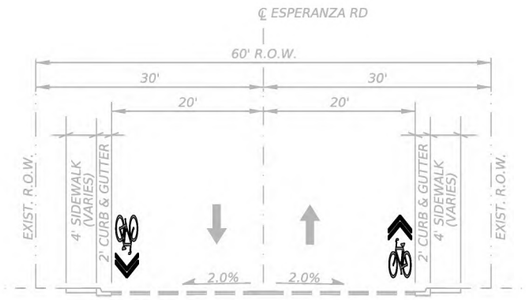
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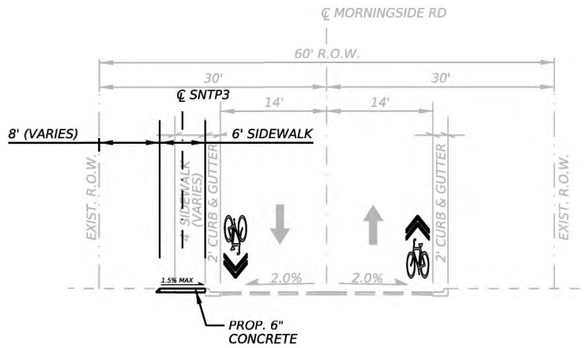
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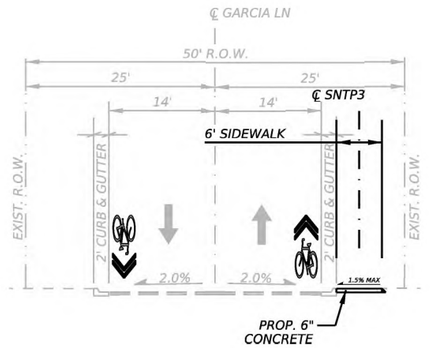
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PROPOSED TYPICAL SECTION

ESPERANZA RD - STA. 45+00.00 TO STA. 52+40.63



SOUTHMOST NATURE TRAIL PHASE III
PROPOSED TYPICAL SECTION

MORNINGSIDE RD - STA. 52+40.63 TO STA. 60+39.00



SOUTHMOST NATURE TRAIL PHASE III
PROPOSED TYPICAL SECTION

GARCIA LN - STA. 98+89.64 TO STA. 109+89.64

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SOUTHMOST NATURE TRAIL PHASE III

PROPOSED TYPICAL SECTIONS

SCALE:
HORIZ: 1" = 40'
SCALE: NTS

SHEET 1 OF 1

CONT	SECT	JOB	HIGHWAY
0921	06	360	S.N.T.III
DIST	COUNTY		SHEET NO.
PHR	CAMERON		5

2024 SPECS GENERAL NOTES:

****

General Requirements and Covenants to ITEMS 1L thru 9L:

For all pits or quarries, comply with the "Texas Aggregate Quarry and Pit Safety Act."

Provide on a weekly basis a list of equipment, including idle equipment, utilized on the project that week.

The 1-800 call services for utility locations do not include TxDOT facilities. Contact the Pharr District Signal Section (956-702-6225) for coordination regarding TxDOT underground lines.

ITEM 2L: Instructions to Bidders

Contractor questions on this project are to be addressed to the following individual(s):

Project Engineer to be determined.

Contractor questions will be accepted through email, phone, and in person by the above individual,

All Contractor question will be reviewed by the Engineer. Once a response is developed it will be posted to CivCast at the following address:

https://www.civcastusa.com/

All questions submitted that generates a response will be posted through this site.

100% SUBMITTAL

ITEM 5L: Control of the Work

The responsibility for the construction surveying on this contract will be in accordance with Article 5.9.1., "Method A."

Prior to contract letting, bidders may obtain a free computerized transfer of files (from the Engineer's office) that contains the earthwork information. If copies of the actual cross-sections in additional to, or instead of the electronic files are requested, they will be available at the Engineer's office for borrowing by copying companies for the purpose of making copies for the bidder at the bidder's expense.

ITEM 7L: Legal Relations and Responsibilities

No significant traffic generator events identified.

ITEM 8L: Prosecution and Progress

Where road closures or detours around structures are necessary to accomplish proposed work, the removal of existing structures and/or cutting of existing pavement will not be permitted until all precast members for the proposed structure have been cast, tested, and approved for use.

Prepare progress schedules as a Bar Chart.

ITEM 100: Preparing Right of Way

Clearing & grubbing shall be executed in accordance with the District Clearing and Grubbing detail sheets.

Preparation of right of way will be done in accordance with the construction phasing shown on the Traffic Control Plans. Performance of this item will not be allowed outside of the project's current construction phase without prior approval by the Engineer.

Removal of all existing vegetation and trees within the ROW will be subsidiary to prep ROW.

ITEM 132: Embankment

Embankment (DENS CONT) shall be Type C with a max. PI of 40. Material used as embankment material in the top two feet below the bottom of Flexible Base shall meet the following requirements based on preliminary tests and such other tests found necessary by the Engineer.

1. The material shall be such as to produce a well-bonded embankment and shall have a minimum PI of 8 and a maximum PI of 30.
2. The material's sulfate content, tested under TEX-145-E, shall not exceed 3,000 ppm.

It is the Contractor's responsibility to advise the Engineer of the location of the source sufficiently in advance to avoid delay.

ITEM 160: Topsoil

Use topsoil as needed and directed by the Project Engineer for select problem areas. Unless otherwise approved by the Project Engineer, use topsoil from approved sources outside the right of way as per standard specifications. Existing topsoil is to be salvaged and retained for re-use on the project as topsoil.

ITEM 164: Seeding for Erosion Control

During drill seeding operations, application methods shall be in accordance with the method shown in the Standard Specification Book.

SS-1 Tacking Agent shall be a ratio of 2:1, two (Emulsion) to one (water) and applied at a rate of 0.05 gallons per square yard. The SS-1 Tacking Agent required for Drill Seed operations, will not be paid for directly, but will be subsidiary to Item 164 "Drill Seeding." Watering shall not be used with the Drill Seed Method. A biodegradable tacking agent may be used in lieu of the SS-1 tacking agent in accordance with the manufacturer's recommendations when approved by the Engineer.

Cool Season or Warm Season Grasses shall be included as part of Item 164 (See Table 3 and/or Table 4 in the Standard Specification Book or dates and seed type).

Seed mixture shall be as specified under Item 164.

ITEM 166: Fertilizer

Fertilizer rate is based on a rate of 100 Lbs. of Nitrogen per acre. The Nitrogen-Phosphorous Potassium (NPK) ratio shall include a minimum of 5% Phosphorous and 5% Potassium.

Fertilizer shall be homogenized.

ITEM 247: Flexible Base

Flexible Base Type E will be composed of caliche (argillaceous Limestone, calcareous or calcareous clay particles) and may contain stone, conglomerate, gravel, sand, or granular materials when these materials are in situ with the caliche.

Flexible Base (TY E GR 4) caliche shall conform to the following requirements:

Table 1: Gradation Requirements for Flexible Base

Retained on Sq. Sieve:	Percent Retained
2"	0
½"	20-60
No. 4	40-75

No. 40	70-90
Max. PI	15
Max. Wet Ball PI	15
Wet Ball Mill Max. Amount	50
Min. Comp. Strength PSI	150 at 15 PSI lateral pressure
Triaxial Test	Tex-117-E

The Wet Ball Test (Tex-116-E) shall be run and the Plasticity Index of the material passing the No.40 sieve shall be determined (Wet Ball PI).

Flexible Base (TY E GR 4) caliche shall meet minimum compressive strength specified on Table 1 Gradation Requirements for Flexible Base above.

The percent of density as determined by Compaction Ratio (Tex-113-E) for the new Flexible Base shall be a minimum of 98%.

The Contractor's attention is called to the fact that certain existing and/or proposed structures may be within the limits of the Flexible Base. It shall be the Contractor's responsibility to perform construction operations without damage to these structures.

For water added under Item 247, the sulfate content will not exceed 3000-ppm and the chloride content will not exceed 3000-ppm.

ITEM 260: Lime Treatment (Road-Mixed)

The Contractor's attention is called to the fact that certain existing and/or proposed structures are within the limits of the lime-treated Subgrade. Unless otherwise directed by the Engineer, these structures shall be installed before the final rolling of this Subgrade. It shall be the Contractor's responsibility to perform the proper lime treating operation without damage to these structures.

The slurry method of applying lime will be required, except when the lime is to be added to naturally wet materials as directed by the Engineer.

For this project, the Engineer will direct a random number of lime trucks to be check weighed.

The percent of density as determined by Tex-121-E for the new and salvage Flexible Base shall be a minimum of 98% for all courses.

Proof roll all constructed lime treated subgrade and bases courses in accordance with Item 216, "Proof Rolling." Correct soft spots as directed. Correction of soft spots in the subgrade or base courses will be at the Contractor's expense.

100% SUBMITTAL

Contractor is to place an underseal and/or pavement course as indicated on plans within 14 calendar days of initial prime coat application. Otherwise, reapply prime coat as directed by the Engineer. Reapplication of the prime coat will be at the Contractor's expense.

Allow the mixture to mellow for a minimum period of 48 hours for all types of lime utilized. Additional time might be required due to sulfate and organic testing requirements, as directed by Engineer.

ITEM 300: Asphalts, Oils, and Emulsions

Temporary ramps/detours and driveways may use Performance Grade Binder 64-22.

ITEM 310: Prime Coat

The Contractor shall exercise diligence in the application of asphalt by the use of flagging and rolling procedures to keep from spraying or splattering the traveling public with asphaltic material.

All existing Flexible Base, which may become exposed by the milling operation, shall be primed at the rate of 0.2 Gal/SY.

Do not apply subsequent courses over the initial prime coat no earlier than 12 hours after the prime coat was applied, unless otherwise authorized or directed by the Engineer.

ITEM 416: Drilled Shaft Foundations

Payment for furnishing and installing anchor bolts mounted in drill shafts will be included in the unit price bid for the various diameter drill shafts.
The Contractor shall coordinate with the utility companies to verify utility locations before drilling foundations.

The Contractor shall form, or provide a smooth finish, the portions of drilled shaft that project above the ground line. Place a ¾ inch chamfer on the top edge of each pole foundation. This work will not be paid for directly but will be considered subsidiary to this bid Item.

All drilled shaft foundations will be based on the lengths shown on the plans or those established in writing. Adequate calculations for measurements of foundations have been made in accordance with Article 9.1. of the Standard Specifications. Increases or decreases in the quantities required by change in design will be measured as specified and the revised quantities will be the basis for payment.

100% SUBMITTAL

In the presence of excess ground water and/or unstable conditions in sub-grade soils prevents excavation to the line and depths indicated on the plans for "Drilled Shaft Foundation", other proposed methods of foundation installation such as casing, etc. shall be submitted for review and approved by the Engineer.

ITEM 420: Concrete Substructures

Pay bent concrete as plan quantity.

ITEM 421: Hydraulic Cement Concrete

Provide Sulfate Resistant Concrete for all concrete piling and drilled shafts.

Provide equipment at the batch plant for determining the free moisture and/or absorption of aggregates in accordance with applicable TXDOT Test.

Provide the following items for concrete batch inspection in accordance with specifications outlined in DMS-10101, "Computer Equipment":

(1) One Desktop Microcomputer or One Laptop Microcomputer
(2) One Integrated Printer/Scanner/Copier/Fax Unit
(3) Contractor-Furnished Software
(4) Hardware

Submit to the Engineer for approval the project locations for all Portland Cement concrete washout areas prior to starting any concrete work.
Fiber Reinforced Concrete is not permitted.

ITEM 502: Barricades, Signs, and Traffic Handling

Shadow vehicles equipped with Truck-Mounted Attenuators are required for traffic handling. See notes for Item 505: Truck Mounted Attenuator (TMA) and Trailer Attenuator (TA), for additional references pertaining to the TMAs.

A pilot car and radio equipped flaggers shall be required for all undivided roadway locations as directed by the Engineer. The pilot car with necessary flaggers and/or radio equipped flaggers and all signs, equipment, labor, and incidentals required for this method of traffic control will not be paid for directly but shall be considered subsidiary to Item 502.

Replace/relocate all regulatory signs removed due to construction operations with the same sign on fixed support(s) immediately upon its removal. First obtain Project Engineer approval before removing any regulatory roadway sign. Required flaggers are to be available to direct traffic during sign intermediate down time.

Relocate any Directional Sign Assemblies removed during construction operations immediately upon their removal.

These signs shall be relocated to a location in accordance with the Latest Version of the "Texas Manual on Uniform Traffic Control Devices". In no case will a sign be removed without a replacement sign and support(s) being readily available and a location established. Removal and relocation of these signs required for traffic control will not be paid for directly but shall be considered subsidiary to Item 502.

From the beginning to the end of the project, all traffic control devices need to be in acceptable condition as per the Texas Quality Guidelines for Work Zone Traffic Control Devices.

The Contractor Force Account "Safety Contingency" that has been established for this project is intended to be utilized for work zone enhancements, to improve the effectiveness of the Traffic Control Plan, that could not be foreseen in the project planning and design stage. These enhancements will be mutually agreed upon by the Engineer and the Contractor's Responsible Person based on weekly or more frequent traffic management reviews on the project. The "Safety Contingency" is not intended to be used in lieu of bid Items established by the contract.

Remove and dispose of all litter, debris, objectionable material, excess materials that accumulate at the base of all traffic control devices as directed by the Engineer.

ITEM 504: Field Office and Laboratory

For this project a field office will not be required at the project site.

ITEM 505: Truck Mounted Attenuator (TMA) and Trailer Attenuator (TA)

In addition to the shadow vehicles with truck mounted attenuator (TMA) that are specified as being required on the traffic control plan for the project, provide 2 additional shadow vehicle(s) with TMA as per TCP (1-1) -18 as detailed on General Note 5 of this standard sheet;
or as per TCP(1-2) -18 as detailed on General Note 6 of this standard sheet;

Therefore, 3 total shadow vehicles with TMA will be required on this project for the type of work as shown on the plans. The Contractor will be responsible for determining if one or more of his construction operations will be ongoing at the same time and thus determine the total number of TMAs needed for the project.

100% SUBMITTAL

ITEM 506: Temporary Erosion, Sedimentation, and Environmental Controls

Before starting each phase of construction, review with the Engineer the SWP3 used for temporary erosion control as outlined on the plans. Before construction, place the temporary erosion and sedimentation control features as shown on the SWP3. Location of construction exits are to be approved by the Engineer. After completing earthwork operations reseed and restore the disturbed areas with the Department's specifications for temporary or permanent erosion control (for stabilization or finished work). Before starting grading operations and during the project duration, place the temporary or permanent erosion control measures to prevent sediment from leaving the right of way.

The Contractor Force Account "Erosion Control Maintenance" that has been established for this project is intended to be utilized for work zone Best Management Practice (BMP) maintenance, to improve the effectiveness of the Environmental Controls that may need maintenance attention and/or require replacement while the project is still under the construction stage. These procedures will be mutually agreed upon by the Engineer and the Contractor's Responsible Person based on weekly or more frequent BMP management reviews on the project. The "Erosion Control Maintenance" is not intended to be used in lieu of bid Items established by the contract.

ITEM 529: Concrete Curb, Gutter, and Combined Curb and Gutter

Before final acceptance of the project, remove discoloration caused by tire marks, mud, asphalt, paint, or other similar material by any method satisfactory to the Engineer to achieve a uniform color and texture of the finished surface exposed to view.

Curb attached to the MBGF thrie-beam transition section will be subsidiary to the MBGF transition.

ITEM 531: Sidewalks

Construct ¼-inch thick score joints at a maximum 6-foot spacing and expansion joints at a maximum 18 foot spacing. Construct a joint in the center of the sidewalk if it is over 15-feet wide. For steel reinforcement, use 6x6-inch spacing with #3 bars or 6x6 – D6 welded wire fabric.

ITEMS 636: Signs

Complete sign blanks and panels shall be handled and stored at the job site in such a manner that corners, edges and faces are not damaged. Finished sign blanks shall be stored in either a

weatherproof warehouse or outside and off the ground in a vertical position. All paper, cardboard and chemically treated separators and packaging shall be removed prior to outside storage.

ITEM 644: Small Roadside Sign Assemblies

All signs shall be installed as shown in the plans and in accordance with the current edition of the "Texas Manual on Uniform Traffic Control Devices" and the "Sign Crew Field Book" (SCFB).

All signs shall be erected according to the locations shown on the signing layout sheets except that a sign may be shifted in order to secure a more desirable location. All sign locations will be staked as shown in the plans and as approved. It is the intent of the plans to erect all roadside traffic signs with the sign edge a minimum of 6 feet from the edge of the shoulder, or if none, 12 feet from the edge of the travel lane. In curb and gutter sections, the sign edge shall be a minimum of 2 feet from the face of the curb.

For this project, aluminum type sign blanks as provided for under Item 636 will be required for all proposed signing installed under Item 644. Aluminum sign blanks less than 7.5 square feet shall be 0.08-inch-thick, sign blanks 7.5 to 15 square feet shall be 0.100-inch-thick and sign blanks greater than 15 square feet shall be 0.125 inch thick.

All excess excavation shall be spread uniformly inside the right of way as directed and shall be included in the price of these Items.

Sign types which design details are not shown on the plans shall conform with the latest edition of the Department's "Standard Highway Sign Design for Texas" Manual.

Signs shown to be removed shall include the complete sign installation and separate the sign post at the concrete foundation. The concrete foundation shall be disposed in accordance with this bid Item. Except for concrete foundations, all removed sign panels, sign posts, and hardware shall remain then property of the Department. All removed sign installations shall be completely disassembled. All salvageable sections of sign panels shall be recycled by TxDOT. The removed sign material will be required to be hauled to the maintenance yard closest to the project. No signs shall be removed without prior approval.

ITEMS 662 and 666: Work Zone Pavement Markings and Retroreflectorized Pavement Markings

All permanent pavement markings for this project under this item shall be 0.100 inches (100 mil) thick thermoplastic.

100% SUBMITTAL

Any permanent pavement markings or non-removal work zone pavement markings lacking reflectivity in accordance with the requirements of Tex 828-B, or that fail to meet minimum retro reflectivity requirements for longitudinal pavement markings when required, will be addressed per the requirements of the specification. The roadway will be re-striped at no additional compensation.

Before the roadways are overlaid, the location and configuration of all existing pavement markings shall be recorded for use in installing the final permanent pavement marking. All roadways shall be striped as existing, unless otherwise noted in the plans.

The beads used on this project shall meet the requirements of Departmental Materials Specification DMS-8290, Glass Traffic Beads Texas Type II & III. Use a 50% Type II/ 50% Type III mix utilizing a double drop system with Type III beads dropped first.

All permanent pavement markings and work zone pavement markings for this project under these Items shall be 0.100 inches (100 mil) thick thermoplastic.

Any permanent pavement markings or non-removal work zone pavement markings lacking reflectivity in accordance with the requirements of Tex 828-B, or that fail to meet minimum retro reflectivity requirements for longitudinal pavement markings when required, will be addressed per the requirements of the specification. The roadway will be re-striped at no additional compensation.

Pavement surface preparation for markings and markers will not be paid for directly but shall be considered subsidiary to Item 666.

Prior to any striping operations, an on-site coordination meeting between all the parties involved will be required to review striping details and requirements to ensure quality work.

The beads used on this project shall meet the requirements of Departmental Materials Specification DMS-8290, Glass Traffic Beads Texas Type II & III. Use a 50% Type II/ 50% Type III mix utilizing a double drop system with Type III beads dropped first.

ITEM 677: Eliminating Existing Pavement Markings and Markers

Asphalt and aggregate types and grades shall be as approved in writing when a surface treatment is used to eliminate existing pavement markings.

On existing pavement that will remain in place, utilize either the blasting method, surface treat method, or flail milling in order to remove existing striping. Utilize high-pressure water blasting for removal of existing striping on concrete surfaces, as required by Item 677.

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SOUTHMOST NATURE TRAIL PHASE III ASPHALT PAVEMENT SUMMARY

				FOR CONTRACTORS INFORMATION ONLY			247-7259	250-7002	260-7005	260-7006	310-7004	341-7044
LOCATION		LENGTH	WIDTH	TOTAL RDWY SURFACE AREA	TOTAL BASE SURFACE AREA	TOTAL SUBGRADE SURFACE AREA	FL BS (RDWY DEL) (TY A-GR-1-2) (FNAL POS)	GEOGRID BASE REINFORCMENT (TY 2)	LIME (COM OR QK) (SLURRY) 3%	LIME TRT (EXIST MATL) (6")	PRIME COAT (MC-30)	D-GR HMA TY-D SAC-A PG64-22
BEGIN	END	LF	LF	SY	SY	SY	CY	SY	TON	SY	GAL	TON
60+80.29	85+21.00	2440.71	12	3,319	3,596	3,873	600	3,596	29	3,873	720	274
85+84.50	98+76.60	1292.1	12	1,754	1,900	2,047	317	1,900	16	2,047	380	145
PROJECT TOTAL		3732.81	24	5,073	5,496	5,920	917	5,496	45	5,920	1,100	419

SOUTHMOST NATURE TRAIL PHASE III CONCRETE PAVEMENT SUMMARY

					FOR CONTRACTORS INFORMATION ONLY			247-7259	531-7003
LOCATION		LENGTH (6' SDWLK)	LENGTH (10' SDWLK)	WIDTH	TOTAL RDWY SURFACE AREA	TOTAL BASE SURFACE AREA	TOTAL SUBGRADE SURFACE AREA	FL BS (RDWY DEL) (TY A-GR-1-2) (FNAL POS)	CONC SIDEWALKS (6")
BEGIN	END		LF	LF	SY	SY	SY	CY	SY
10+00.00	11+59.38		159.38	10	177	195	213	33	177
11+81.75	23+57.52		1175.77	10	1,306	1,437	1,568	240	1,306
23+96.50	33+00.00		903.5	10	1,004	1,104	1,205	184	1,004
52+52.31	54+33.42	181.11		6	121	141	161		121
54+76.86	56+83.76	206.9		6	138	161	184		138
57+28.19	60+33.87	305.68		6	204	238	272		204
99+33.69	108+31.34	897.65		6	598	698	798		598
108+81.99	109+03.77	21.78		6	15	17	19		15
PROJECT TOTAL		3312.05	2238.65		3,563	5,312	5,929	457	3,563

SOUTHMOST NATURE TRAIL PHASE III SWP3 SUMMARY

SWP3 LAYOUTS SHEET NO.	* 160-7002 FURN & PLACE TOPSOIL (4")	164-7042 DRILL SEEDING (PERM)(RURAL) (CLAY)	164-7045 DRILL SEEDING (TEMP) (WARM)	Δ 168-7001 VEGETATIVE WATERING	# 166-7002 FERTILIZER	204-7001 SPRINKLING (DUST CONTROL) (10 MG/AC)	506-7021 CONSTRUCTION EXITS (INSTALL) (TY 2)	506-7024 CONSTRUCTION EXITS (REMOVE)	506-7039 TEMP SEDMT CONT FENCE (INSTALL)	506-7041 TEMP SEDMT CONT FENCE (REMOVE)	506-7044 BIODEG EROSN CONT LOGS (INSTALL) (12')	506-7046 BIODEG EROSN CONT LOGS (REMOVE)
	SY	AC	AC	TGL	TON	TGL	SY	SY	LF	LF	LF	LF
1 OF 9	10	0.2	0.2	12	0.01	2	78	78				
2 OF 9	10	0.1	0.1	5	0.00	1						
3 OF 9	10	0.1	0.1	3	0.00	1						
4 OF 9	10	0.1	0.1	5	0.01	1			280	280	15	15
5 OF 9	10	0.4	0.4	20	0.02	4	78	78	1,000	1,000		
6 OF 9	10	0.5	0.5	23	0.02	5			1,000	1,000		
7 OF 9	10	0.4	0.4	21	0.02	4			435	435		
8 OF 9	10	0.5	0.5	23	0.02	5	78	78			30	30
9 OF 9	10	0.1	0.1	5	0.00	1					45	45
PROJECT TOTAL	90.0	2.3	2.3	115	0.1	23	234	234	2,715	2,715	90	90

* TOP SOIL TO BE USED AS NEEDED AND AS DIRECTED BY THE ENGINEER FOR SELECTED PROBLEM AREAS.
\# FOR CONTRACTORS INFORMATION ONLY. NO DIRECT PAYMENT. SUBSIDIARY TO ITEM 164.
THE TONNAGE OF FERTILIZER IS BASED ON A RATE THAT WILL PROVIDE 100 LBS OF NITROGEN PER ACRE AS BASED ON FERTILIZER CONTENT (N-P-K) OF 10-5-5.
Δ VEGETATIVE WATERING BASED ON A RATE OF 10 TGL/AC (5 APPLICATIONS)

CITY OF BROWNSVILLE
Sin Fin Fronteriza

RRP CONSULTING ENGINEERS LLC
1400, BROADFIELD BLVD.
HOUSTON, TEXAS-77084
TEXAS BOARD OF PROFESSIONAL ENGINEERS NO: 4440

Texas Department of Transportation

SOUTHMOST NATURE TRAIL PHASE III

SUMMARY TABLES OF ESTIMATED QUANTITIES

SCALE: NTS SHEET 1 OF 2

CONT	SECT	JOB	HIGHWAY
0921	06	360	S.N.T.III
DIST	COUNTY		SHEET NO.
PHR	CAMERON		11

100% SUBMITTAL

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(CSJ: 0921-06-360) SOUTHMOST NATURE TRAIL PHASE III SIGNING AND PAVEMENT MARKINGS SUMMARY

SHEET NO	644-7001 IN SM RD SN SUP & AM 10BWG (1) SA (P)	666-7030 REFL PAV MRK TY I (W) 12" (SLD) (100MIL)	666-7036 REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	666-7093 REFL PAV MRK TY I (W) (BIKE) (ARROW) (100MIL)	666-7099 REFL PAV MRK TY I (W) (BIKE SYML) (100MIL)	666-7417 REFL PAV REF PAV MRK TY I (Y) 4" (SLD) (100MIL)
	EA	LF	EA	EA	EA	LF
1 OF 6	10	10	240	4	4	
2 OF 6	10	10	436	4	4	
3 OF 6		38	537			
4 OF 6	10	12	394	4	4	
5 OF 6	8	6	200	2	2	
6 OF 6			209			
THROUGHOUT PROJECT						5,884
PROJECT TOTAL	38	76	2,016	14	14	5,884

(CSJ: 0921-06-360) SOUTHMOST NATURE TRAIL PHASE III PROPOSED C&G AND CURB RAMP QUANTITY SUMMARY

INTERSECTION LAYOUT SHEET NO.	529-7009 CONC CURB & GUTTER (TY II)	531-7005 CURB RAMPS (TY 1)	531-7006 CURB RAMPS (TY 2)	531-7008 CURB RAMPS (TY 5)
	LF	EA	EA	EA
1 OF 6	28	1	1	
2 OF 6	35		1	
3 OF 6	33			1
4 OF 6	39		2	
5 OF 6	24	1	1	
6 OF 6	24	3	1	
PROJECT TOTAL	183	5	6	1

(CSJ: 0921-06-360) SOUTHMOST NATURE TRAIL PHASE III REMOVAL QUANTITY SUMMARY

REMOVAL LAYOUTS SHEET NO.	104-7011 REMOV CONC (DRIVEWAYS)	104-7013 REMOV CONC (SIDEWALK RAMP OR SUP)	104-7017 REMOV CONC (CURB & GUTTER)	550-7007 CHAIN LINK FENCE (REMOVE)	5071-7001 REMOVE AND REPLACE LANDSCAPE FENCE
	SY	SY	LF	LF	LF
1 OF 10		6	28		
2 OF 10		7	35		
3 OF 10					20
4 OF 10					
5 OF 10	126	247	93		
6 OF 10			36	20	
7 OF 10		12			
8 OF 10		19	39		
9 OF 10			24	20	
10 OF 10	87	12	18		
PROJECT TOTAL	126	260	273	40	20

SOUTHMOST NATURE TRAIL PHASE III - DRIVEWAY SUMMARY

P&P SHEET No.	STATION	DRIVEWAY ID#	LENGTH	WIDTH	RADIUS-LT	RADIUS-RT	530-7006 DRIVEWAYS (CONC) (6")
			LF	LF	LF	LF	SY
9	53+35.00	1	18	35	0	0	68.8
9	53+94.00	2	18	24	0	0	47.5
10	55+92.00	3	18	22	0	0	42.8
10	58+13.00	4	7	18	0	0	13.8
20	105+27.00	5	10	20	0	0	22.2
20	106+00.00	6	10	14	0	0	15.6
20	106+97.00	7	10	18	0	0	20.0
20	108+10.00	8	10	28	0	0	31.1
						PROJECT TOTAL	262

NOTE: STATIONING SHOWN ABOVE IS APPROXIMATE. EXACT LOCATIONS TO BE DETERMINED BY THE ENGINEER DURING CONSTRUCTION

SOUTHMOST NATURE TRAIL PHASE III ILLUMINATION SUMMARY

ILLUMINATION LAYOUTS SHEET NO.	416-7040 DRILL SHAFT (RDWY ILL POLE) (30") LF	6099-7001 IN RD IL PEDESTRIAN ILLUMINATION ASSEMBLY EA
1 OF 7	50	5
2 OF 7	30	3
3 OF 7	10	1
4 OF 7	40	4
5 OF 7	50	5
6 OF 7	30	3
7 OF 7	40	4
PROJECT TOTAL	250	25

SOUTHMOST NATURE TRAIL PHASE III EARTHWORK SUMMARY

STATION	110-7001 EXCAVATION (ROADWAY) CY	132-7002 EMBANK (FNL) (DC)(TY A) CY
10+00 TO 32+50	523	13
61+50 TO 98+50	1,809	90
PROJECT TOTAL	2,332	103

SOUTHMOST NATURE TRAIL PHASE III MISCELLANEOUS SUMMARY

PLAN & PROFILE SHEET NO.	450-7063 RAIL HANDRAIL (TY F) LF	464-7003 RC PIPE (CL III)(18 IN) LF	467-7307 SET (TY II)(18 IN) (RCP)(6:1)(C) EA	479-7004 ADJUSTING MANHOLES (UTILITY BOX) EA	479-7007 ADJUSTING MANHOLES (WATER VALVE BOX) EA	479-7008 ADJUSTING MANHOLES (WATER METER) EA	531-7011 CURB RAMPS (TY 10) EA	666-7084 REFL PAV MRK TY I (W)(SYMBOL)(100MIL) EA	5005-7001 REMOVABLE BOLLARD EA
1 OF 20									2
2 OF 20									
3 OF 20				2	1	1			2
4 OF 20									
5 OF 20								2	
6 OF 20								4	
7 OF 20								4	
8 OF 20								4	
9 OF 20							2	4	
10 OF 20							2	4	
11 OF 20	50								1
12 OF 20									
13 OF 20									
14 OF 20		22	2						
15 OF 20									
16 OF 20									2
17 OF 20		22	2						
18 OF 20									1
19 OF 20								4	
20 OF 20								4	
PROJECT TOTAL	50	44	4	2	1	1	4	30	8

BROWNSVILLE On the Border. By the Sea.

RRP CONSULTING ENGINEERS LLC
1400, BROADFIELD BLVD.
HOUSTON, TEXAS-77084
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Texas Department of Transportation

SOUTHMOST NATURE TRAIL PHASE III

SUMMARY TABLES OF ESTIMATED QUANTITIES

SCALE: NTS SHEET 2 OF 2

CONT	SECT	JOB	HIGHWAY
0921	06	360	S.N.T.III
DIST	COUNTY		SHEET NO.
PHR	CAMERON		12

TCP - GENERAL NOTES

GENERAL NOTES AND SPECIFICATIONS DATA:

USE A POWER-BROOM WHEN CLEANING THE ROADWAY AS NEEDED.

REMOVE & DISPOSE ALL MATERIAL NOT DEEMED SALVAGEABLE BY THE ENGINEER, UNLESS OTHERWISE SHOWN ON THE PLANS.

ON EXISTING PAVEMENT THAT WILL REMAIN IN PLACE, SAND BLAST OR SURFACE TREAT IN ORDER TO REMOVE EXISTING STRIPING.

DO NOT BLOCK DRAINAGE WHEN HANDLING & STOCKPILING EXCAVATED MATERIAL.

MAINTAIN ACCESS TO DRIVEWAYS AND INTERSECTIONS THROUGH ALL PHASES OF CONSTRUCTION.

MAINTAIN POSITIVE DRAINAGE DURING ALL PHASES OF CONSTRUCTION.

ALWAYS COMPLETE THE PROPOSED DRIVEWAYS DURING THEIR TCP PHASE BEFORE SWITCHING TRAFFIC TO A NEW PHASE UNLESS DIRECTED BY THE ENGINEER.

TRAFFIC CONTROL DEVICES:

AT THE COMMENCEMENT OF THE PROJECT, ALL TRAFFIC CONTROL DEVICES SHALL BE IN ACCEPTABLE CONDITION, AND MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT, AS PER GUIDELINES FOR TEMPORARY TRAFFIC CONTROL DEVICES AND FEATURES.

NOTIFY CITY OF BROWNSVILLE IN WRITING(E-MAIL IS ACCEPTABLE) ONCE THE TRAFFIC CONTROL PLAN(TCP) AND ALL TRAFFIC CONTROL DEVICES HAVE BEEN INSTALLED AS PER PLANS ON THE PROJECT SO THAT THE CITY RESPONSIBLE PERSON ACCOMPANIED BY THE CONTRACTOR'S RESPONSIBLE PERSON CAN CONDUCT A NIGHT INSPECTION ON THE SAID TCP AND TRAFFIC CONTROL DEVICES. COMMENCEMENT OF WORK WILL NOT BE AUTHORIZED NOR ALLOWED UNTIL THE ENGINEER NOTIFIES THE CONTRACTOR IN WRITING(E-MAIL IS ACCEPTABLE) TO PROCEED WITH THE WORK.

CONTRACTOR SHALL HAVE A SUFFICIENT AMOUNT OF TRAFFIC CONTROL DEVICES IN ACCEPTABLE CONDITION TO REPLACE ANY DAMAGED TRAFFIC CONTROL DEVICE WITHIN 24 HOURS OF NOTIFICATION.

PROVIDE ADDITIONAL SIGNS AND BARRICADES AS NECESSARY TO ADDRESS FIELD CONSTRUCTABILITY & VISIBILITY. THESE ADDITIONAL SIGNS WILL BE CONSIDERED SUBSIDIARY TO ITEM 502.

REMOVE OR COMPLETELY COVER ALL EXISTING SIGNS WHICH ARE IN CONFLICT WITH THE TRAFFIC CONTROL PLAN.

ADJUST STOP SIGNS AS NEEDED ON INTERSECTING STREETS DURING THE VARIOUS CONSTRUCTION PHASES. DO NOT REMOVE ANY EXISTING STOP SIGNS UNTIL TEMPORARY SIGNS ARE IN PLACE.

COORDINATE THE TRAFFIC CONTROL PLAN AND THE VARIOUS SEQUENCES OF CONSTRUCTION WITH ADJACENT CONSTRUCTION PROJECTS IF APPLICABLE, TO ENSURE THE UNINTERRUPTED AND SAFE FLOW OF TRAFFIC.

NOTIFY THE ENGINEER IN WRITING WHEN MAJOR TRAFFIC CHANGES ARE TO BE MADE. NOTIFICATIONS MUST BE GIVEN A MINIMUM OF THREE WORKING DAYS PRIOR TO THE CHANGE.

ALL WORK ZONE PAVEMENT MARKINGS FOR THIS PROJECT SHALL BE 0.100 INCHES (100 MIL) THICK THERMOPLASTIC.

SAFETY:

PROTECT EXPOSED PITS THAT MUST REMAIN OPEN DURING NON-WORKING HOURS AS PER OSHA REQUIREMENTS.

GENERAL NOTES AND SPECIFICATIONS DATA:

THE TRAFFIC CONTROL PLAN, VARIOUS PHASES, AND SEQUENCES OF CONSTRUCTION SERVE AS A GUIDE FOR THE SAFE HANDLING OF TRAFFIC DURING CONSTRUCTION OF THE PROJECT ROADWAYS, UTILITIES, AND OTHER RELATED ITEMS. THE TCP DOES NOT ATTEMPT TO ADDRESS EVERY ASPECT OF CONSTRUCTION THAT IS REQUIRED DURING EACH PHASE OF CONSTRUCTION. THE TCP DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY OF CONSTRUCTING THE COMPLETE ROADWAYS, UTILITIES AND OTHER RELATED ITEMS, AS NOTED ON THE PLANS AND SPECIFICATIONS.

THE CONTRACTOR SHALL NOTIFY THE PROPER CITY, COUNTY, E.M.S., FIRE DEPARTMENT, POLICE DEPARTMENT, TEXAS DEP'T. OF PUBLIC SAFETY AND TEXAS DEPARTMENT OF TRANSPORTATION OFFICIALS WHEN MAJOR TRAFFIC CHANGES ARE TO BE MADE. THE NOTIFICATION MUST BE MADE THREE DAYS PRIOR TO THE CHANGE.

THE CONTRACTOR SHALL PROTECT THE PAVEMENT FROM ALL DAMAGE AS DIRECTED BY THE ENGINEER WHEN MOVING ANY EQUIPMENT, NOT LICENSED FOR OPERATION ON PUBLIC HIGHWAYS, ON OR ACROSS ANY PAVEMENT.

THE CONTRACTOR SHALL KEEP TRAVEL SURFACES USED IN HAULING OPERATIONS CLEAR AND FREE OF DIRT AND OTHER MATERIALS.

THE CONTRACTOR SHALL INSTALL ONLY THE LENGTH OF LATERALS (RCP) THAT IS UNDER THE PHASE HE IS WORKING ON. IF HE CHOOSES TO INSTALL ENTIRE LENGTH OF LATERAL, IT WILL BE THEIR RESPONSIBILITY TO USE CUT AND RESTORE PAVEMENT AT THEIR OWN EXPENSE AND SUBMIT AN ALTERNATE TCP FOR APPROVAL FROM THE ENGINEER.

PROJECT SPECIFIC NOTES:

THE CONTRACTOR SHALL KEEP TRAVELED SURFACES USED IN HAULING OPERATIONS CLEAR AND FREE OF DIRT, DEBRIS, AND OTHER MATERIAL. THIS SURFACE CLEARING AND CLEANING OPERATIONS WILL BE PERFORMED IMMEDIATELY UPON OCCURRENCE OF DEBRIS ON THE TRAVEL LANES. FAILURE TO COMPLY CAN RESULT IN THE CONTRACTOR BEING PENALIZED BY ENGINEER FOR NEGLIGENCE.

CONTRACTOR SHALL BE RESPONSIBLE FOR MANAGING AND DIRECTING LOCAL TRAFFIC LANES FOR CONSTRUCTION PURPOSES. WHEN HEAVY MACHINERY MUST ENCROACH THE ONE-WAY TRAVEL.

THE PORTION OF THIS PROJECT WHICH COINCIDES WITH EXISTING ROADS AND/OR PRIVATE DRIVES SHALL BE KEPT OPEN TO TRAFFIC AT ALL TIMES, UNLESS OTHERWISE PROVIDED FOR OR APPROVED BY THE ENGINEER.

FOR THE PURPOSES OF THIS TRAFFIC CONTROL PLAN, THE FOLLOWING DEFINITIONS SHALL APPLY:

PEAK HOURS
MON. -FRI. 6:00 A.M. TO 8:30 A.M.
MON. -FRI. 4:00 P.M. TO 7:00 P.M.

OFF-PEAK HOURS
MON. -FRI. 9:00 A.M. TO 4:00 P.M.

NIGHTTIME HOURS
MON. -FRI. 7:00 P.M. TO 6:00 A.M.

WEEKEND HOURS
FRI. 9:00 A.M. TO MON. 6:00 A.M.

STATE OF TEXAS
ABEL MARROQUIN III
134752
REGISTERED PROFESSIONAL ENGINEER
P.E.
03-04-26

BROWNSVILLE
On the Border, By the Sea.

RRP CONSULTING ENGINEERS LLC
1400, BROADFIELD BLVD.
HOUSTON, TEXAS-77084
TEXAS BOARD OF PROFESSIONAL ENGINEERS NO: 4440

Texas Department of Transportation

SOUTHMOST NATURE TRAIL PHASE III

TCP GENERAL NOTES

SHEET 1 OF 1

CONT	SECT	JOB	HIGHWAY
0921	06	360	S.N.T.III
DIST	COUNTY		SHEET NO.
PHR	CAMERON		13

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SEQUENCE OF CONSTRUCTION

PHASE I:

LIMITS OF CONSTRUCTION WITHIN BROWNSVILLE PUBLIC LIBRARY.

1. PLACE ADVANCED WARNING SIGNS AS SHOWN IN THE STANDARDS AND AS DIRECTED BY THE ENGINEER.
2. PLACE TEMPORARY EROSION CONTROL DEVICES AS SHOWN IN THE STANDARDS AND AS DIRECTED BY THE ENGINEER.
3. LOCATE AND ADJUST AS NEEDED ANY CONFLICTING EXISTING UTILITIES.
4. CONTRACTOR SHALL CONSTRUCT SIDEWALK AND CURBRAMPS AS SHOWN IN THE PLANS AND ENSURE DRIVEWAY CONNECTIVITY.
5. CONTRACTOR SHALL GRADE TO EXISTING GROUND WHILE ENSURING NO CHANGE TO EXISTING DRAINAGE PATTERNS.
6. AFTER CONSTRUCTION OF ALL PROPOSED ELEMENTS IS COMPLETE, PLACE FINAL STRIPING AS SHOWN IN THE PLANS. INCLUDING ANY STRIPING THAT WAS REMOVED DURING CONSTRUCTION.

PHASE II:

LIMITS OF CONSTRUCTION BETWEEN SOUTHMOST RD. AND MORNINGSIDE PARK (MORNINGSIDE RD.)
AND STRIPING ALONG MANZANO ST. & ESPERANZA RD.

1. PLACE ADVANCED WARNING SIGNS AS SHOWN IN THE STANDARDS AND AS DIRECTED BY THE ENGINEER.
2. PLACE TEMPORARY EROSION CONSTOL DEVICES AS SHOWN IN THE STANDARDS AND AS DIRECTED BY THE ENGINEER.
3. LOCATE AND ADJUST AS NEEDED ANY CONFLICTING EXISTING UTILITIES.
4. CONTRACTOR SHALL CONSTRUCT SIDEWALK AND CURBRAMPS AS SHOWN IN THE PLANS AND ENSURE DRIVEWAY CONNECTIVITY.
5. CONTRACTOR SHALL GRADE TO EXISTING GROUND WHILE ENSURING NO CHANGE TO EXISTING DRAINAGE PATTERNS.
6. AFTER CONSTRUCTION OF ALL PROPOSED ELEMENTS IS COMPLETE, PLACE FINAL STRIPING AS SHOWN IN THE PLANS. INCLUDING ANY STRIPING THAT WAS REMOVED DURING CONSTRUCTION.

PHASE III:

LIMITS OF CONSTRUCTION BETWEEN MORNINGSIDE PARK AND MORNINGSIDE RD. (GARCIA LN.).

1. PLACE ADVANCED WARNING SIGNS AS SHOWN IN THE STANDARDS AND AS DIRECTED BY THE ENGINEER.
2. PLACE TEMPORARY EROSION CONSTOL DEVICES AS SHOWN IN THE STANDARDS AND AS DIRECTED BY THE ENGINEER.
3. LOCATE AND ADJUST AS NEEDED ANY CONFLICTING EXISTING UTILITIES.
4. CONTRACTOR SHALL CONSTRUCT SIDEWALK AND CURBRAMPS AS SHOWN IN THE PLANS AND ENSURE DRIVEWAY CONNECTIVITY.
5. CONTRACTOR SHALL GRADE TO EXISTING GROUND WHILE ENSURING NO CHANGE TO EXISTING DRAINAGE PATTERNS.
6. AFTER CONSTRUCTION OF ALL PROPOSED ELEMENTS IS COMPLETE, PLACE FINAL STRIPING AS SHOWN IN THE PLANS. INCLUDING ANY STRIPING THAT WAS REMOVED DURING CONSTRUCTION.

PHASE IV:

LIMITS OF CONSTRUCTION AROUND MORNINGSIDE PARK.

1. PLACE ADVANCED WARNING SIGNS AS SHOWN IN THE STANDARDS AND AS DIRECTED BY THE ENGINEER.
2. PLACE TEMPORARY EROSION CONSTOL DEVICES AS SHOWN IN THE STANDARDS AND AS DIRECTED BY THE ENGINEER.
3. LOCATE AND ADJUST AS NEEDED ANY CONFLICTING EXISTING UTILITIES.
4. CONTRACTOR SHALL CONSTRUCT AND INSTALL SHARED USE PATH AND CURB RAMPS AS SHOWN IN THE PLANS.
5. CONTRACTOR SHALL GRADE TO EXISTING GROUND WHILE ENSURING NO CHANGE TO EXISTING DRAINAGE PATTERNS.
6. AFTER CONSTRUCTION OF ALL PROPOSED ELEMENTS IS COMPLETE, PLACE FINAL STRIPING AS SHOWN IN THE PLANS. INCLUDING ANY STRIPING THAT WAS REMOVED DURING CONSTRUCTION.

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STATE OF TEXAS
ABEL MARROQUIN III
134752
REGISTERED PROFESSIONAL ENGINEER
P.E.
03-04-26

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1400, BROADFIELD BLVD.
HOUSTON, TEXAS-77084
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Texas Department of Transportation

SOUTHMOST NATURE TRAIL PHASE III

SEQUENCE OF CONSTRUCTION

SHEET 1 OF 1

CONT	SECT	JOB	HIGHWAY
0921	06	360	S.N.T.III
DIST	COUNTY		SHEET NO.
PHR	CAMERON		14

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DATE:
FILE:

BARRICADE AND CONSTRUCTION (BC) STANDARD SHEETS GENERAL NOTES:

1. The Barricade and Construction Standard Sheets (BC sheets) are intended to show typical examples for placement of temporary traffic control devices, construction pavement markings, and typical work zone signs. The information contained in these sheets meet or exceed the requirements shown in the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).

2. The development and design of the Traffic Control Plan (TCP)is the responsibility of the Engineer.

3. The Contractor may propose changes to the TCP that are signed and sealed by a licensed professional engineer for approval. The Engineer may develop, sign and seal Contractor proposed changes.

4. The Contractor is responsible for installing and maintaining the traffic control devices as shown in the plans. The Contractor may not move or change the approximate location of any device without the approval of the Engineer.

5. Geometric design of lane shifts and detours should, when possible, meet the applicable design criteria contained in manuals such as the American Association of State Highway and Transportation Officials (AASHTO), "A Policy on Geometric Design of Highways and Streets," the TxDOT "Roadway Design Manual" or engineering judgment.

6. When projects abut, the Engineer(s) may omit the END ROAD WORK, TRAFFIC FINES DOUBLE, and other advance warning signs if the signing would be redundant and the work areas appear continuous to the motorists. If the adjacent project is completed first, the Contractor shall erect the necessary warning signs as shown on these sheets, the TCP sheets or as directed by the Engineer. The BEGIN ROAD WORK NEXT X MILES sign shall be revised to show appropriate work zone distance.

7. The Engineer may require duplicate warning signs on the median side of divided highways where median width will permit and traffic volumes justify the signing.

8. All signs shall be constructed in accordance with the details found in the "Standard Highway Sign Designs for Texas," latest edition. Sign details not shown in this manual shall be shown in the plans or the Engineer shall provide a detail to the Contractor before the sign is manufactured.

9. The temporary traffic control devices shown in the illustrations of the BC sheets are examples. As necessary, the Engineer will determine the most appropriate traffic control devices to be used.

10. Where highway construction or maintenance work is being undertaken, other than mobile operations as defined by the Texas Manual on Uniform Traffic Control Devices, CSJ limit signs are required. CSJ limit signs are shown on BC(2). The OBEY WARNING SIGNS STATE LAW sign, STAY ALERT TALK OR TEXT LATER and the WORK ZONE TRAFFIC FINES DOUBLE sign with plaque shall be erected in advance of the CSJ limits. The BEGIN ROAD WORK NEXT X MILES, CONTRACTOR and END ROAD WORK signs shall be erected at or near the CSJ limits. For mobile operations, CSJ limit signs are not required.

11. Traffic control devices should be in place only while work is actually in progress or a definite need exists.

12. The Engineer has the final decision on the location of all traffic control devices.

13. Inactive equipment and work vehicles, including workers' private vehicles must be parked away from travel lanes. They should be as close to the right-of-way line as possible, or located behind a barrier or guardrail, or as approved by the Engineer.

WORKER SAFETY NOTES:

1. Workers on foot who are exposed to traffic or to construction equipment within the right-of-way shall wear high-visibility safety apparel meeting the requirements of ISEA "American National Standard for High-Visibility Apparel," or equivalent revisions, and labeled as ANSI 107-2004 standard performance for Class 2 or 3 risk exposure. Class 3 garments should be considered for high traffic volume work areas or night time work.

2. Except in emergency situations, flagger stations shall be illuminated when flagging is used at night.

COMPLIANT WORKZONE TRAFFIC CONTROL DEVICES

1. Only pre-qualified products shall be used. The "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes pre-qualified products and their sources.

2. Work zone traffic control devices shall be compliant with the Manual for Assessing safety Hardware (MASH).

THE DOCUMENTS BELOW CAN BE FOUND ON-LINE AT http://www.txdot.gov
COMPLIANT WORK ZONE TRAFFIC CONTROL DEVICES LIST (CWZTCD)
DEPARTMENTAL MATERIAL SPECIFICATIONS (DMS)
MATERIAL PRODUCER LIST (MPL)
ROADWAY DESIGN MANUAL - SEE "MANUALS (ONLINE MANUALS)"
STANDARD HIGHWAY SIGN DESIGNS FOR TEXAS (SHSD)
TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD)
TRAFFIC ENGINEERING STANDARD SHEETS

SHEET 1 OF 12

Texas Department of Transportation | Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION GENERAL NOTES AND REQUIREMENTS

BC(1)-21

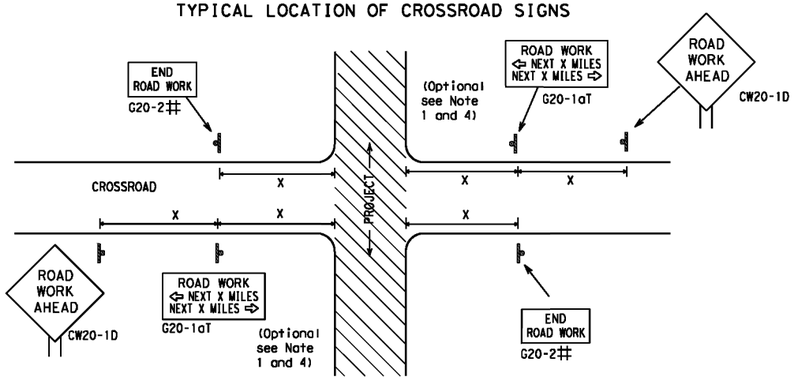
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©TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS 4-03 7-13 9-07 8-14 5-10 5-21	0921	06	360	S.N.T.III
	DIST	COUNTY		SHEET NO.
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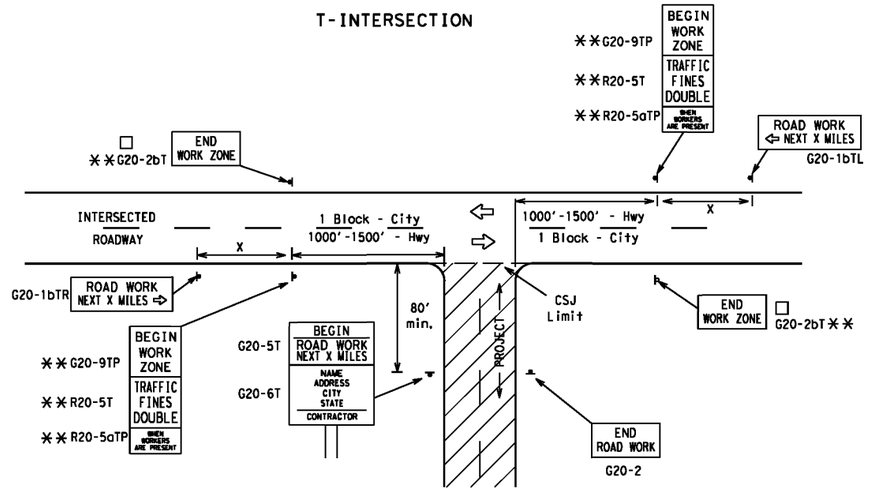
TYPICAL LOCATION OF CROSSROAD SIGNS



May be mounted on back of "ROAD WORK AHEAD"(CW20-1D) sign with approval of Engineer. (See note 2 below)

1. The typical minimum signing on a crossroad approach should be a "ROAD WORK AHEAD" (CW20-1D)sign and a (G20-2) "END ROAD WORK" sign, unless noted otherwise in plans.
2. The Engineer may use the reduced size 36" x 36" ROAD WORK AHEAD (CW20-1D) sign mounted back to back with the reduced size 36" x 18" "END ROAD WORK"(G20-2) sign on low volume crossroads (see Note 4 under "Typical Construction Warning Sign Size and Spacing"). See the "Standard Highway Sign Designs for Texas" manual for sign details. The Engineer may omit the advance warning signs on low volume crossroads. The Engineer will determine whether a road is low volume as per TMUTCD Part 5. This information shall be shown in the plans.
3. Based on existing field conditions, the Engineer/Inspector may require additional signs such as FLAGGER AHEAD, LOOSE GRAVEL, or other appropriate signs. When additional signs are required, these signs will be considered part of the minimum requirements. The Engineer/Inspector will determine the proper location and spacing of any sign not shown on the BC sheets, Traffic Control Plan sheets or the Work Zone Standard Sheets.
4. The "ROAD WORK NEXT X MILES"(G20-1aT)sign shall be required at high volume crossroads to advise motorists of the length of construction in either direction from the intersection. The Engineer will determine whether a roadway is considered high volume.
5. Additional traffic control devices may be shown elsewhere in the plans for higher volume crossroads.
6. When work occurs in the intersection area, appropriate traffic control devices, as shown elsewhere in the plans or as determined by the Engineer/Inspector, shall be in place.

T-INTERSECTION



CSJ LIMITS AT T-INTERSECTION

1. The Engineer will determine the types and location of any additional traffic control devices, such as a flagger and accompanying signs, or other signs, that should be used when work is being performed at or near an intersection.
2. If construction closes the road at a T-intersection, the Contractor shall place the "CONTRACTOR NAME"(G20-6T) sign behind the Type 3 Barricades for the road closure (see BC(10) also). The "ROAD WORK NEXT X MILES" left arrow(G20-1bTL) and "ROAD WORK NEXT X MILES" right arrow (G20-1bTR)" signs shall be replaced by the detour signing called for in the plans.

TYPICAL CONSTRUCTION WARNING SIGN SIZE AND SPACING[1,5,6]

SIZE

Sign Number or Series	Conventional Road	Expressway/ Freeway
CW20[4] CW21 CW22 CW23 CW25	48" x 48"	48" x 48"
CW1, CW2, CW7, CW8, CW9, CW11, CW14	36" x 36"	48" x 48"
CW3, CW4, CW5, CW6, CW8-3, CW10, CW12	48" x 48"	48" x 48"

SPACING

Posted Speed	Sign △ Spacing "X"
MPH	Feet (Apprx.)
30	120
35	160
40	240
45	320
50	400
55	500[2]
60	600[2]
65	700[2]
70	800[2]
75	900[2]
80	1000[2]
*	*[3]

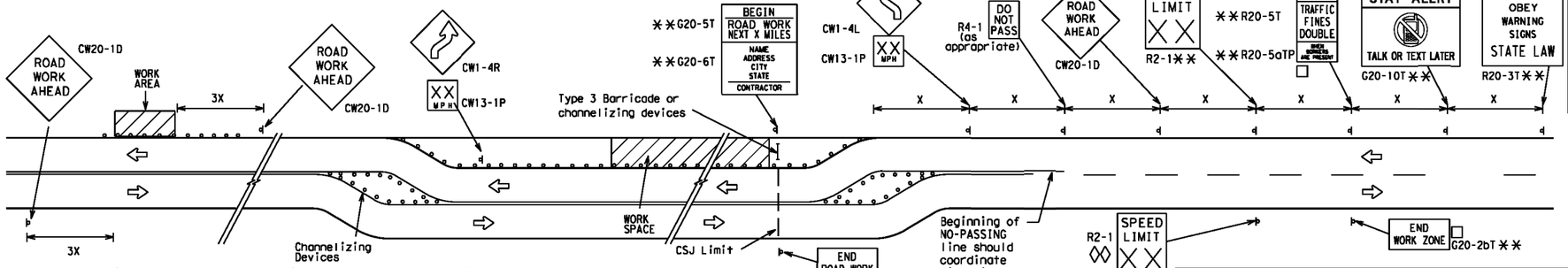
* For typical sign spacings on divided highways, expressways and freeways, see Part 6 of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) typical application diagrams or TCP Standard Sheets.

△ Minimum distance from work area to first Advance Warning sign nearest the work area and/or distance between each additional sign.

GENERAL NOTES

1. Special or larger size signs may be used as necessary.
2. Distance between signs should be increased as required to have 1500 feet advance warning.
3. Distance between signs should be increased as required to have 1/2 mile or more advance warning.
4. 36" x 36" "ROAD WORK AHEAD" (CW20-1D)signs may be used on low volume crossroads at the discretion of the Engineer as per TMUTCD Part 5. See Note 2 under "Typical Location of Crossroad Signs".
5. Only diamond shaped warning sign sizes are indicated.
6. See sign size listing in "TMUTCD", Sign Appendix or the "Standard Highway Sign Designs for Texas" manual for complete list of available sign design sizes.

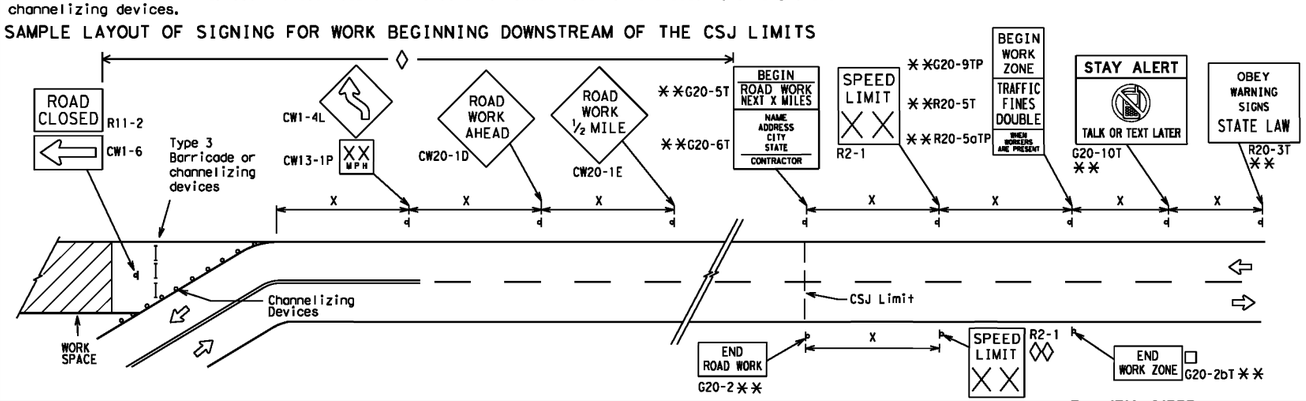
WORK AREAS IN MULTIPLE LOCATIONS WITHIN CSJ LIMITS



When extended distances occur between minimal work spaces, the Engineer/Inspector should ensure additional "ROAD WORK AHEAD"(CW20-1D)signs are placed in advance of these work areas to remind drivers they are still within the project limits. See the applicable TCP sheets for exact location and spacing of signs and channelizing devices.

SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING AT THE CSJ LIMITS

SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING DOWNSTREAM OF THE CSJ LIMITS



NOTES

The Contractor shall determine the appropriate distance to be placed on the G20-1 series signs and "BEGIN ROAD WORK NEXT X MILES"(G20-5T)sign for each specific project. This distance shall replace the "X" and shall be rounded to the nearest whole mile with the approval of the Engineer. No decimals shall be used.

□ The "BEGIN WORK ZONE"(G20-9TP) and "END WORK ZONE" (G20-2bT) shall be used as shown on the sample layout when advance signs are required outside the CSJ Limits. They inform the motorist of entering or leaving a part of the work zone lying outside the CSJ Limits where traffic fines may double if workers are present.

** CSJ limit signing is required for highway construction and maintenance work, with the exception of mobile operations.

◊ Area for placement of "ROAD WORK AHEAD" (CW20-1D)sign and other signs or devices as called for on the Traffic Control Plan.

◊◊ Contractor will install a regulatory speed limit sign at the end of the work zone.

LEGEND	
⊢⊣	Type 3 Barricade
○○○	Channelizing Devices
▬	Sign
X	See Typical Construction Warning Sign Size and Spacing chart or the TMUTCD for sign spacing requirements.

Texas Department of Transportation

Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION PROJECT LIMIT

BC(2)-21

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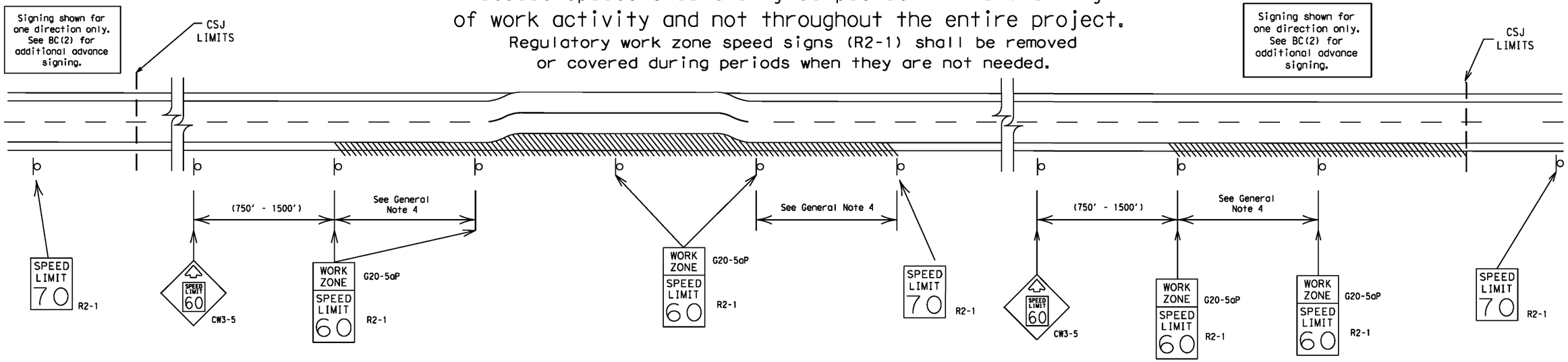
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TYPICAL APPLICATION OF WORK ZONE SPEED LIMIT SIGNS

Work zone speed limits shall be regulatory, established in accordance with the "Procedures for Establishing Speed Zones," and approved by the Texas Transportation Commission, or by City Ordinance when within Incorporated City Limits.

Reduced speeds should only be posted in the vicinity of work activity and not throughout the entire project.

Regulatory work zone speed signs (R2-1) shall be removed or covered during periods when they are not needed.



GUIDANCE FOR USE:

LONG/INTERMEDIATE TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit should be included on the design of the traffic control plans when restricted geometrics with a lower design speed are present in the work zone and modification of the geometrics to a higher design speed is not feasible.

Long/Intermediate Term Work Zone Speed Limit signs, when approved as described above, should be posted and visible to the motorist when work activity is present. Work activity may also be defined as a change in the roadway that requires a reduced speed for motorists to safely negotiate the work area, including:

a) rough road or damaged pavement surface
b) substantial alteration of roadway geometrics (diversions)
c) construction detours
d) grade
e) width
f) other conditions readily apparent to the driver

As long as any of these conditions exist, the work zone speed limit signs should remain in place.

SHORT TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit may be included on the design of the traffic control plans when workers or equipment are not behind concrete barrier, when work activity is within 10 feet of the traveled way or actually in the traveled way.

Short Term Work Zone Speed Limit signs should be posted and visible to the motorists only when work activity is present. When work activity is not present, signs shall be removed or covered.
(See Removing or Covering on BC(4)).

GENERAL NOTES

1. Regulatory work zone speed limits should be used only for sections of construction projects where speed control is of major importance.
2. Regulatory work zone speed limit signs shall be placed on supports at a 7 foot minimum mounting height.
3. Speed zone signs are illustrated for one direction of travel and are normally posted for each direction of travel.
4. Frequency of work zone speed limit signs should be:
   40 mph and greater 0.2 to 2 miles
   35 mph and less 0.2 to 1 mile
5. Regulatory speed limit signs shall have black legend and border on a white reflective background (See "Reflective Sheeting" on BC(4)).
6. Fabrication, erection and maintenance of the"ADVANCE SPEED LIMIT"(CW3-5)sign, "WORK ZONE"(G20-5aP) plaque and the "SPEED LIMIT"(R2-1)signs shall not be paid for directly, but shall be considered subsidiary to Item 502.
7. Turning signs from view, laying signs over or down will not be allowed, unless as otherwise noted under "REMOVING OR COVERING" on BC(4).
8. Techniques that may help reduce traffic speeds include but are not limited to:
   A. Law enforcement.
   B. Flagger stationed next to sign.
   C. Portable changeable message sign (PCMS).
   D. Low-power (drone) radar transmitter.
   E. Speed monitor trailers or signs.
9. Speeds shown on details above are for illustration only. Work Zone Speed Limits should only be posted as approved for each project.
10. For more specific guidance concerning the type of work, work zone conditions and factors impacting allowable regulatory construction speed zone reduction see TxDOT form #1204 in the TxDOT e-form system.

Texas Department of Transportation | Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION WORK ZONE SPEED LIMIT

BC(3)-21

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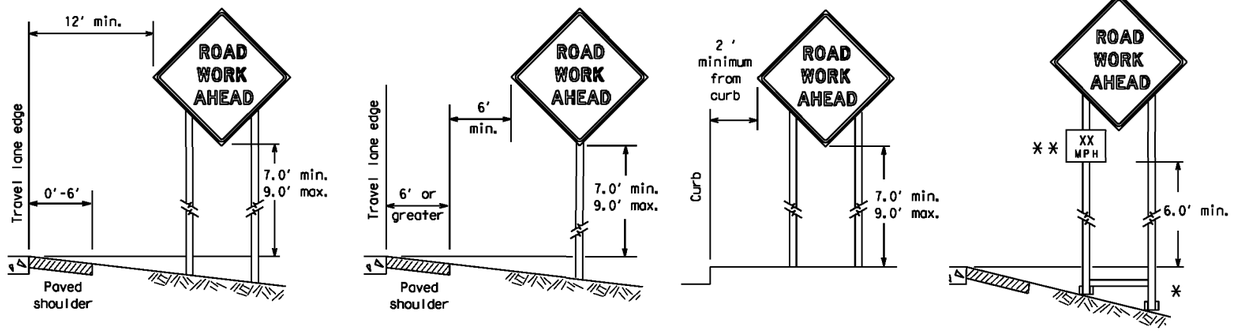
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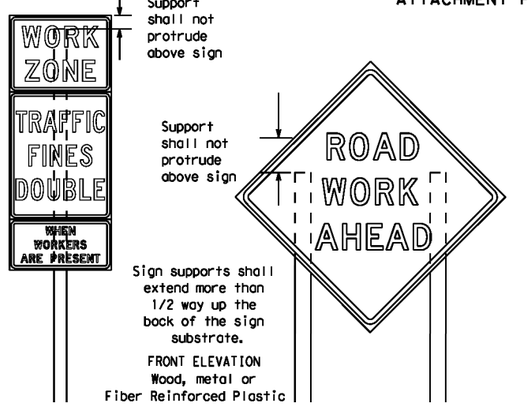
TYPICAL MINIMUM CLEARANCES FOR LONG TERM AND INTERMEDIATE TERM SIGNS

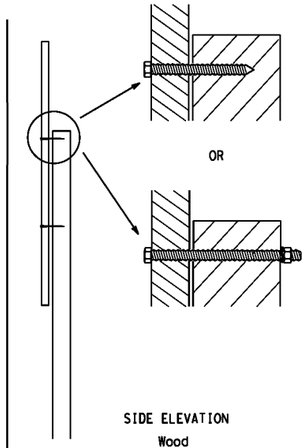


* When placing skid supports on unlevel ground, the leg post lengths must be adjusted so the sign appears straight and plumb. Objects shall NOT be placed under skids as a means of leveling.

** When plaques are placed on dual-leg supports, they should be attached to the upright nearest the travel lane. Supplemental plaques (advisory or distance) should not cover the surface of the parent sign.

ATTACHMENT FOR SIGN SUPPORTS





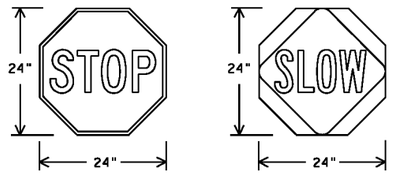
Attachment to wooden supports will be by bolts and nuts or screws. Use TxDOT's or manufacturer's recommended procedures for attaching sign substrates to other types of sign supports

Nails shall NOT be allowed. Each sign shall be attached directly to the sign support. Multiple signs shall not be joined or spliced by any means. Wood supports shall not be extended or repaired by splicing or other means.

Splicing embedded perforated square metal tubing in order to extend post height will only be allowed when the splice is made using four bolts, two above and two below the spice point. Splice must be located entirely behind the sign substrate, not near the base of the support. Splice insert lengths should be at least 5 times nominal post size, centered on the splice and of at least the same gauge material.

STOP/SLOW PADDLES

1. STOP/SLOW paddles are the primary method to control traffic by flaggers. The STOP/SLOW paddle size should be 24" x 24".
2. STOP/SLOW paddles shall be retroreflectorized when used at night.
3. STOP/SLOW paddles may be attached to a staff with a minimum length of 6' to the bottom of the sign.
4. Any lights incorporated into the STOP or SLOW paddle faces shall only be as specifically described in Section 6E.03 Hand Signaling Devices in the TMUTCD.



Background - Red
Legend & Border - White

Background - Orange
Legend & Border - Black

SHEETING REQUIREMENTS (WHEN USED AT NIGHT)		
USAGE	COLOR	SIGN FACE MATERIAL
BACKGROUND	RED	TYPE B OR C SHEETING
BACKGROUND	ORANGE	TYPE B_{FL} OR C_{FL} SHEETING
LEGEND & BORDER	WHITE	TYPE B OR C SHEETING
LEGEND & BORDER	BLACK	ACRYLIC NON-REFLECTIVE FILM

CONTRACTOR REQUIREMENTS FOR MAINTAINING PERMANENT SIGNS WITHIN THE PROJECT LIMITS

1. Permanent signs are used to give notice of traffic laws or regulations, call attention to conditions that are potentially hazardous to traffic operations, show route designations, destinations, directions, distances, services, points of interest, and other geographical, recreational, specific service (LOGO), or cultural information. Drivers proceeding through a work zone need the same, if not better route guidance as normally installed on a roadway without construction.
2. When permanent regulatory or warning signs conflict with work zone conditions, remove or cover the permanent signs until the permanent sign message matches the roadway condition. For details for covering large guide signs see the TS-CD standard.
3. When existing permanent signs are moved and relocated due to construction purposes, they shall be visible to motorists at all times.
4. If existing signs are to be relocated on their original supports, they shall be installed on crashworthy bases as shown on the SMD Standard sheets. The signs shall meet the required mounting heights shown on the BC Sheets or the SMD Standards. This work should be paid for under the appropriate pay item for relocating existing signs.
5. If permanent signs are to be removed and relocated using temporary supports, the Contractor shall use crashworthy supports as shown on the BC standard sheets, TLRS standard sheets or the CWZTCD list. The signs shall meet the required mounting heights shown on the BC, or the SMD standard sheets during construction. This work should be paid for under the appropriate pay item for relocating existing signs.
6. Any sign or traffic control device that is struck or damaged by the Contractor or his/her construction equipment shall be replaced as soon as possible by the Contractor to ensure proper guidance for the motorists. This will be subsidiary to Item 502.

GENERAL NOTES FOR WORK ZONE SIGNS

1. Contractor shall install and maintain signs in a straight and plumb condition and/or as directed by the Engineer.
2. Wooden sign posts shall be painted white.
3. Barricades shall NOT be used as sign supports.
4. All signs shall be installed in accordance with the plans or as directed by the Engineer. Signs shall be used to regulate, warn, and guide the traveling public safely through the work zone.
5. The Contractor may furnish either the sign design shown in the plans or in the "Standard Highway Sign Designs for Texas" (SHSD). The Engineer/Inspector may require the Contractor to furnish other work zone signs that are shown in the TMUTCD but may have been omitted from the plans. Any variation in the plans shall be documented by written agreement between the Engineer and the Contractor's Responsible Person. All changes must be documented in writing before being implemented. This can include documenting the changes in the Inspector's TxDOT diary and having both the Inspector and Contractor initial and date the agreed upon changes.
6. The Contractor shall furnish sign supports listed in the "Compliant Work Zone Traffic Control Device List" (CWZTCD) for small roadside signs. Supports for temporary large roadside signs shall meet the requirements detailed on the Temporary Large Roadside Signs (TLRS) standard sheets. The Contractor shall install the sign support in accordance with the manufacturer's recommendations. If there is a question regarding installation procedures, the Contractor shall furnish the Engineer a copy of the manufacturer's installation recommendations so the Engineer can verify the correct procedures are being followed.
7. The Contractor is responsible for installing signs on approved supports and replacing signs with damaged or cracked substrates and/or damaged or marred reflective sheeting as directed by the Engineer/Inspector.
8. Identification markings may be shown only on the back of the sign substrate. The maximum height of letters and/or company logos used for identification shall be 1 inch.
9. The Contractor shall replace damaged wood posts. New or damaged wood sign posts shall not be spliced.

DURATION OF WORK (as defined by the "Texas Manual on Uniform Traffic Control Devices" Part 6)

1. The types of sign supports, sign mounting height, the size of signs, and the type of sign substrates can vary based on the type of work being performed. The Engineer is responsible for selecting the appropriate size sign for the type of work being performed. The Contractor is responsible for ensuring the sign support, sign mounting height and substrate meets manufacturer's recommendations in regard to crashworthiness and duration of work requirements.
   a. Long-term stationary - work that occupies a location more than 3 days.
   b. Intermediate-term stationary - work that occupies a location more than one daylight period up to 3 days, or nighttime work lasting more than one hour.
   c. Short-term stationary - daytime work that occupies a location for more than 1 hour in a single daylight period.
   d. Short, duration - work that occupies a location up to 1 hour.
   e. Mobile - work that moves continuously or intermittently (stopping for up to approximately 15 minutes.)

SIGN MOUNTING HEIGHT

1. The bottom of Long-term/Intermediate-term signs shall be at least 7 feet, but not more than 9 feet, above the paved surface, except as shown for supplemental plaques mounted below other signs.
2. The bottom of Short-term/Short Duration signs shall be a minimum of 1 foot above the pavement surface but no more than 2 feet above the ground.
3. Long-term/Intermediate-term Signs may be used in lieu of Short-term/Short Duration signing.
4. Short-term/Short Duration signs shall be used only during daylight and shall be removed at the end of the workday or raised to appropriate Long-term/Intermediate sign height.
5. Regulatory signs shall be mounted at least 7 feet, but not more than 9 feet, above the paved surface regardless of work duration.

SIZE OF SIGNS

1. The Contractor shall furnish the sign sizes shown on BC (2) unless otherwise shown in the plans or as directed by the Engineer.

SIGN SUBSTRATES

1. The Contractor shall ensure the sign substrate is installed in accordance with the manufacturer's recommendations for the type of sign support that is being used. The CWZTCD lists each substrate that can be used on the different types and models of sign supports.
2. "Mesh" type materials are NOT an approved sign substrate, regardless of the tightness of the weave.
3. All wooden individual sign panels fabricated from 2 or more pieces shall have one or more plywood cleat, 1/2" thick by 6" wide, fastened to the back of the sign and extending fully across the sign. The cleat shall be attached to the back of the sign using wood screws that do not penetrate the face of the sign panel. The screws shall be placed on both sides of the splice and spaced at 6" centers. The Engineer may approve other methods of splicing the sign face.

REFLECTIVE SHEETING

1. All signs shall be retroreflective and constructed of sheeting meeting the color and retro-reflectivity requirements of DMS-8300 for rigid signs or DMS-8310 for roll-up signs. The web address for DMS specifications is shown on BC(1).
2. White sheeting, meeting the requirements of DMS-8300 Type A, shall be used for signs with a white background.
3. Orange sheeting, meeting the requirements of DMS-8300 Type B_{FL} or Type C_{FL}, shall be used for rigid signs with orange backgrounds.

SIGN LETTERS

1. All sign letters and numbers shall be clear, and open rounded type uppercase alphabet letters as approved by the Federal Highway Administration (FHWA) and as published in the "Standard Highway Sign Design for Texas" manual. Signs, letters and numbers shall be of first class workmanship in accordance with Department Standards and Specifications.

REMOVING OR COVERING

1. When sign messages may be confusing or do not apply, the signs shall be removed or completely covered.
2. Long-term stationary or intermediate stationary signs installed on square metal tubing may be turned away from traffic 90 degrees when the sign message is not applicable. This technique may not be used for signs installed in the median of divided highways or near any intersections where the sign may be seen from approaching traffic.
3. Signs installed on wooden skids shall not be turned at 90 degree angles to the roadway. These signs should be removed or completely covered when not required.
4. When signs are covered, the material used shall be opaque, such as heavy mil black plastic, or other materials which will cover the entire sign face and maintain their opaque properties under automobile headlights at night, without damaging the sign sheeting.
5. Burlap shall NOT be used to cover signs.
6. Duct tape or other adhesive material shall NOT be affixed to a sign face.
7. Signs and anchor stubs shall be removed and holes backfilled upon completion of work.

SIGN SUPPORT WEIGHTS

1. Where sign supports require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand should be used.
2. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight.
3. Rock, concrete, iron, steel or other solid objects shall not be permitted for use as sign support weights.
4. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs.
5. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall NOT be used.
6. Rubber ballasts designed for channelizing devices should not be used for ballast on portable sign supports. Sign supports designed and manufactured with rubber bases may be used when shown on the CWZTCD list.
7. Sandbags shall only be placed along or laid over the base supports of the traffic control device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners. Sandbags shall be placed along the length of the skids to weigh down the sign support.
8. Sandbags shall NOT be placed under the skid and shall not be used to level sign supports placed on slopes.

FLAGS ON SIGNS

1. Flags may be used to draw attention to warning signs. When used, the flag shall be 16 inches square or larger and shall be orange or fluorescent red-orange in color. Flags shall not be allowed to cover any portion of the sign face.

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Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION TEMPORARY SIGN NOTES

BC(4)-21

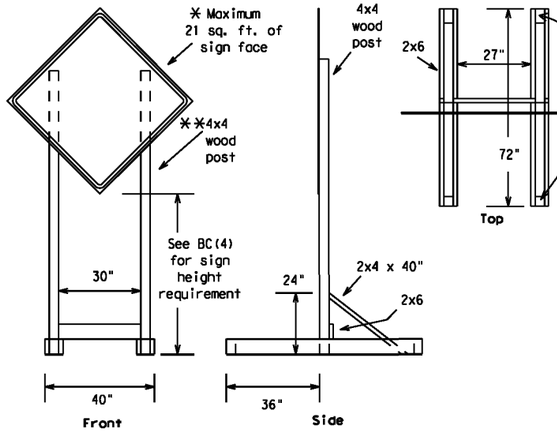
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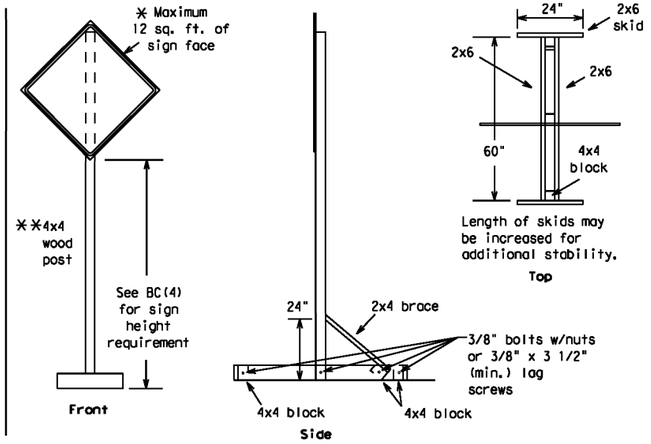
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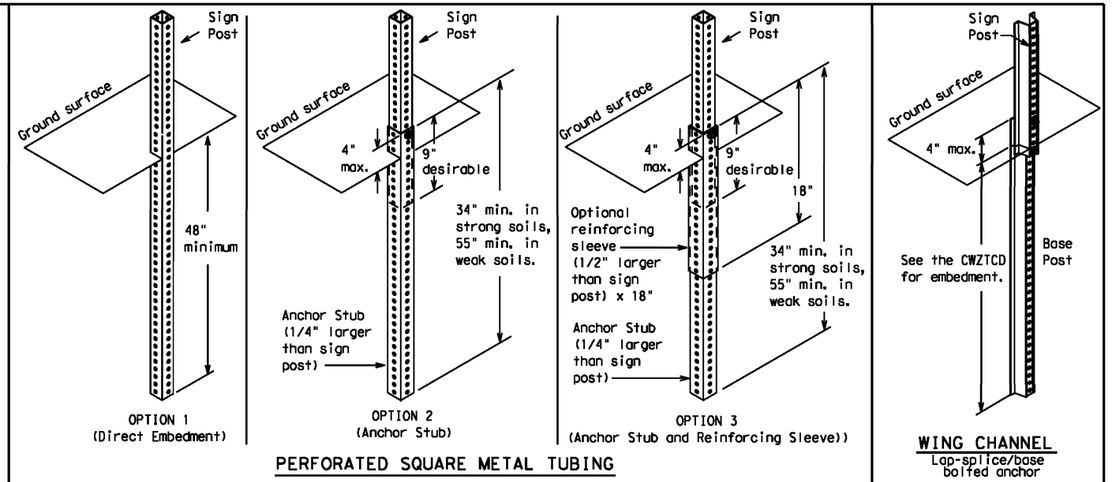
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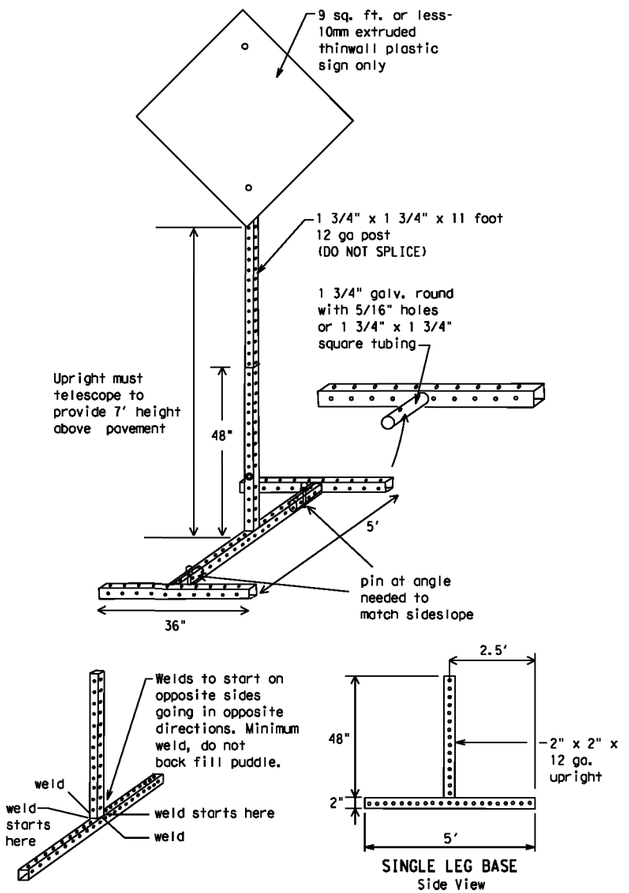
SKID MOUNTED WOOD SIGN SUPPORTS

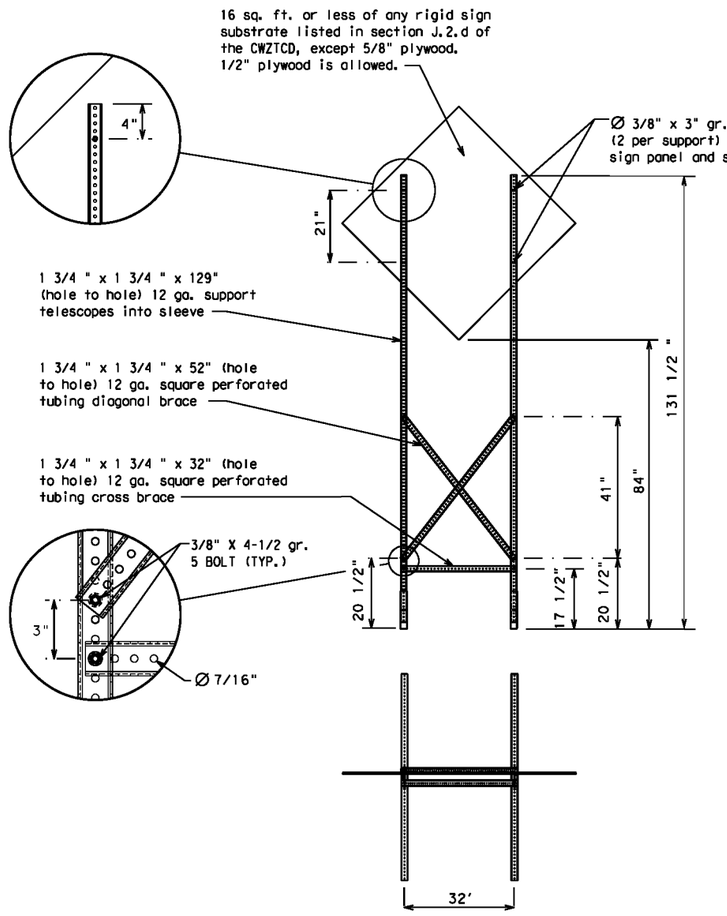
* LONG/INTERMEDIATE TERM STATIONARY - PORTABLE SKID MOUNTED SIGN SUPPORTS

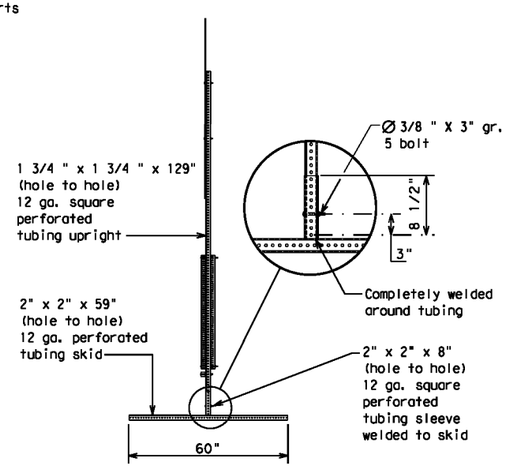


GROUND MOUNTED SIGN SUPPORTS

Refer to the CWZTCD and the manufacturer's installation procedure for each type sign support.
The maximum sign square footage shall adhere to the manufacturer's recommendation.
Two post installations can be used for larger signs.







SKID MOUNTED PERFORATED SQUARE STEEL TUBING SIGN SUPPORTS

* LONG/INTERMEDIATE TERM STATIONARY - PORTABLE SKID MOUNTED SIGN SUPPORTS

WEDGE ANCHORS

Both steel and plastic Wedge Anchor Systems as shown on the SMD Standard Sheets may be used as temporary sign supports for signs up to 10 square feet of sign face. They may be set in concrete or in sturdy soils if approved by the Engineer. (See web address for "Traffic Engineering Standard Sheets" on BC(1)).

OTHER DESIGNS

MORE DETAILS OF APPROVED LONG/INTERMEDIATE AND SHORT TERM SUPPORTS CAN BE FOUND ON THE CWZTCD LIST. SEE BC(1) FOR WEBSITE LOCATION.

GENERAL NOTES

1. Nails may be used in the assembly of wooden sign supports, but 3/8" bolts with nuts or 3/8" x 3 1/2" lag screws must be used on every joint for final connection.
2. No more than 2 sign posts shall be placed within a 7 ft. circle, except for specific materials noted on the CWZTCD List.
3. When project is completed, all sign supports and foundations shall be removed from the project site. This will be considered subsidiary to Item 502.

* See BC(4) for definition of "Work Duration."

** Wood sign posts MUST be one piece. Splicing will NOT be allowed. Posts shall be painted white.

□ See the CWZTCD for the type of sign substrate that can be used for each approved sign support.

Texas Department of Transportation | Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION TYPICAL SIGN SUPPORT

BC(5)-21

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WHEN NOT IN USE, REMOVE THE PCMS FROM THE RIGHT-OF-WAY OR PLACE THE PCMS BEHIND BARRIER OR GUARDRAIL WITH SIGN PANEL TURNED PARALLEL TO TRAFFIC

PORTABLE CHANGEABLE MESSAGE SIGNS

1. The Engineer/Inspector shall approve all messages used on portable changeable message signs (PCMS).
2. Messages on PCMS should contain no more than 8 words (about four to eight characters per word), not including simple words such as "TO," "FOR," "AT," etc.
3. Messages should consist of a single phase, or two phases that alternate. Three-phase messages are not allowed. Each phase of the message should convey a single thought, and must be understood by itself.
4. Use the word "EXIT" to refer to an exit ramp on a freeway; i.e., "EXIT CLOSED." Do not use the term "RAMP."
5. Always use the route or interstate designation (IH, US, SH, FM) along with the number when referring to a roadway.
6. When in use, the bottom of a stationary PCMS message panel should be a minimum 7 feet above the roadway, where possible.
7. The message term "WEEKEND" should be used only if the work is to start on Saturday morning and end by Sunday evening at midnight. Actual days and hours of work should be displayed on the PCMS if work is to begin on Friday evening and/or continue into Monday morning.
8. The Engineer/Inspector may select one of two options which are available for displaying a two-phase message on a PCMS. Each phase may be displayed for either four seconds each or for three seconds each.
9. Do not "flash" messages or words included in a message. The message should be steady burn or continuous while displayed.
10. Do not present redundant information on a two-phase message; i.e., keeping two lines of the message the same and changing the third line.
11. Do not use the word "Danger" in message.
12. Do not display the message "LANES SHIFT LEFT" or "LANES SHIFT RIGHT" on a PCMS. Drivers do not understand the message.
13. Do not display messages that scroll horizontally or vertically across the face of the sign.
14. The following table lists abbreviated words and two-word phrases that are acceptable for use on a PCMS. Both words in a phrase must be displayed together. Words or phrases not on this list should not be abbreviated, unless shown in the TMUTCD.
15. PCMS character height should be at least 18 inches for trailer mounted units. They should be visible from at least 1/2 (.5) mile and the text should be legible from at least 600 feet at night and 800 feet in daylight. Truck mounted units must have a character height of 10 inches and must be legible from at least 400 feet.
16. Each line of text should be centered on the message board rather than left or right justified.
17. If disabled, the PCMS should default to an illegible display that will not alarm motorists and will only be used to alert workers that the PCMS has malfunctioned. A pattern such as a series of horizontal solid bars is appropriate.

WORD OR PHRASE	ABBREVIATION
Access Road	ACCS RD
Alternate	ALT
Avenue	AVE
Best Route	BEST RTE
Boulevard	BLVD
Bridge	BRDG
Cannot	CANT
Center	CTR
Construction Ahead	CONST AHD
CROSSING	XING
Detour Route	DETOUR RTE
Do Not	DONT
East	E
Eastbound	(route) E
Emergency	EMER
Emergency Vehicle	EMER VEH
Entrance, Enter	ENT
Express Lane	EXP LN
Expressway	EXPWY
XXXX Feet	XXXX FT
Fog Ahead	FOG AHD
Freeway	FRWY, FWY
Freeway Blocked	FWY BLKD
Friday	FRI
Hazardous Driving	HAZ DRIVING
Hazardous Material	HAZMAT
High-Occupancy	HOV
Vehicle Highway	HWY
Hour(s)	HR, HRS
Information	INFO
It Is	ITS
Junction	JCT
Left	LFT
Left Lane	LFT LN
Lane Closed	LN CLOSED
Lower Level	LWR LEVEL
Maintenance	MAINT

WORD OR PHRASE	ABBREVIATION
Major	MAJ
Miles	MI
Miles Per Hour	MPH
Minor	MNR
Monday	MON
Normal	NORM
North	N
Northbound	(route) N
Parking	PKING
Road	RD
Right Lane	RT LN
Saturday	SAT
Service Road	SERV RD
Shoulder	SHLDR
Slippery	SLIP
South	S
Southbound	(route) S
Speed	SPD
Street	ST
Sunday	SUN
Telephone	PHONE
Temporary	TEMP
Thursday	THURS
To Downtown	TO DWNTN
Traffic	TRAF
Travelers	TRVLRS
Tuesday	TUES
Time Minutes	TIME MIN
Upper Level	UPR LEVEL
Vehicles (s)	VEH, VEHS
Warning	WARN
Wednesday	WED
Weight Limit	WT LIMIT
West	W
Westbound	(route) W
Wet Pavement	WET PVMT
Will Not	WONT

Roadway designation * IH-number, US-number, SH-number, FM-number

RECOMMENDED PHASES AND FORMATS FOR PCMS MESSAGES DURING ROADWORK ACTIVITIES

(The Engineer may approve other messages not specifically covered here.)

Phase 1: Condition Lists

Road/Lane/Ramp Closure List

- FREEWAY CLOSED X MILE
- FRONTAGE ROAD CLOSED
- ROAD CLOSED AT SH XXX
- SHOULDER CLOSED XXX FT
- ROAD CLSD AT FM XXXX
- RIGHT LN CLOSED XXX FT
- RIGHT X LANES CLOSED
- RIGHT X LANES OPEN
- CENTER LANE CLOSED
- DAYTIME LANE CLOSURES
- NIGHT LANE CLOSURES
- I-XX SOUTH EXIT CLOSED
- VARIOUS LANES CLOSED
- EXIT XXX CLOSED X MILE
- EXIT CLOSED
- RIGHT LN TO BE CLOSED
- MALL DRIVEWAY CLOSED
- X LANES CLOSED TUE - FRI
- XXXXXXXX BLVD CLOSED

Other Condition List

- ROADWORK XXX FT
- ROAD REPAIRS XXXX FT
- FLAGGER XXXX FT
- LANE NARROWS XXXX FT
- RIGHT LN NARROWS XXXX FT
- TWO-WAY TRAFFIC XX MILE
- MERGING TRAFFIC XXXX FT
- CONST TRAFFIC XXX FT
- LOOSE GRAVEL XXXX FT
- UNEVEN LANES XXXX FT
- DETOUR X MILE
- ROUGH ROAD XXXX FT
- ROADWORK PAST SH XXXX
- ROADWORK NEXT FRI-SUN
- BUMP XXXX FT
- US XXX EXIT X MILES
- TRAFFIC SIGNAL XXXX FT
- LANES SHIFT *

* LANES SHIFT in Phase 1 must be used with STAY IN LANE in Phase 2.

Phase 2: Possible Component Lists

Action to Take/Effect on Travel List

- MERGE RIGHT
- FORM X LINES RIGHT
- DETOUR NEXT X EXITS
- USE XXXXX RD EXIT
- USE EXIT XXX
- USE EXIT I-XX NORTH
- STAY ON US XXX SOUTH
- USE I-XX E TO I-XX N
- TRUCKS USE US XXX N
- WATCH FOR TRUCKS
- WATCH FOR TRUCKS
- EXPECT DELAYS
- EXPECT DELAYS
- PREPARE TO STOP
- REDUCE SPEED XXX FT
- END SHOULDER USE
- USE OTHER ROUTES
- WATCH FOR WORKERS
- STAY IN LANE *

Location List

- AT FM XXXX
- BEFORE RAILROAD CROSSING
- NEXT X MILES
- PAST US XXX EXIT
- XXXXXXX TO XXXXXXX
- US XXX TO FM XXXX

Warning List

- SPEED LIMIT XX MPH
- MAXIMUM SPEED XX MPH
- MINIMUM SPEED XX MPH
- ADVISORY SPEED XX MPH
- RIGHT LANE EXIT
- USE CAUTION
- DRIVE SAFELY
- DRIVE WITH CARE

** Advance Notice List

- TUE-FRI XX AM- X PM
- APR XX-XX X PM-X AM
- BEGINS MONDAY
- BEGINS MAY XX
- MAY X-X XX PM - XX AM
- NEXT FRI-SUN
- XX AM TO XX PM
- NEXT TUE AUG XX
- TONIGHT XX PM- XX AM

* LANES SHIFT in Phase 1 must be used with STAY IN LANE in Phase 2.

** See Application Guidelines Note 6.

APPLICATION GUIDELINES

1. Only 1 or 2 phases are to be used on a PCMS.
2. The 1st phase (or both) should be selected from the "Road/Lane/Ramp Closure List" and the "Other Condition List".
3. A 2nd phase can be selected from the "Action to Take/Effect on Travel, Location, General Warning, or Advance Notice Phase Lists".
4. A Location Phase is necessary only if a distance or location is not included in the first phase selected.
5. If two PCMS are used in sequence, they must be separated by a minimum of 1000 ft. Each PCMS shall be limited to two phases, and should be understandable by themselves.
6. For advance notice, when the current date is within seven days of the actual work date, calendar days should be replaced with days of the week. Advance notification should typically be for no more than one week prior to the work.

WORDING ALTERNATIVES

1. The words RIGHT, LEFT and ALL can be interchanged as appropriate.
2. Roadway designations IH, US, SH, FM and LP can be interchanged as appropriate.
3. EAST, WEST, NORTH and SOUTH (or abbreviations E, W, N and S) can be interchanged as appropriate.
4. Highway names and numbers replaced as appropriate.
5. ROAD, HIGHWAY and FREEWAY can be interchanged as needed.
6. AHEAD may be used instead of distances if necessary.
7. FT and MI, MILE and MILES interchanged as appropriate.
8. AT, BEFORE and PAST interchanged as needed.
9. Distances or AHEAD can be eliminated from the message if a location phase is used.

PCMS SIGNS WITHIN THE R.O.W. SHALL BE BEHIND GUARDRAIL OR CONCRETE BARRIER OR SHALL HAVE A MINIMUM OF FOUR (4) PLASTIC DRUMS PLACED PERPENDICULAR TO TRAFFIC ON THE UPSTREAM SIDE OF THE PCMS, WHEN EXPOSED TO ONE DIRECTION OF TRAFFIC. WHEN EXPOSED TO TWO WAY TRAFFIC, THE FOUR DRUMS SHOULD BE PLACED WITH ONE DRUM AT EACH OF THE FOUR CORNERS OF THE UNIT.

FULL MATRIX PCMS SIGNS

1. When Full Matrix PCMS signs are used, the character height and legibility/visibility requirements shall be maintained as listed in Note 15 under "PORTABLE CHANGEABLE MESSAGE SIGNS" above.
2. When symbol signs, such as the "Flagger Symbol"(CW20-7) are represented graphically on the Full Matrix PCMS sign and, with the approval of the Engineer, it shall maintain the legibility/visibility requirement listed above.
3. When symbol signs are represented graphically on the Full Matrix PCMS, they shall only supplement the use of the static sign represented, and shall not substitute for, or replace that sign.
4. A full matrix PCMS may be used to simulate a flashing arrow board provided it meets the visibility, flash rate and dimming requirements on BC(7), for the same size arrow.

Texas Department of Transportation

Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION PORTABLE CHANGEABLE MESSAGE SIGN (PCMS)

BC(6)-21

FILE: bc-21.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
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9-07 8-14	DIST	COUNTY		SHEET NO.
7-13 5-21	PHR	CAMERON		20

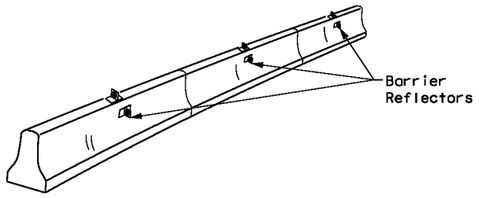
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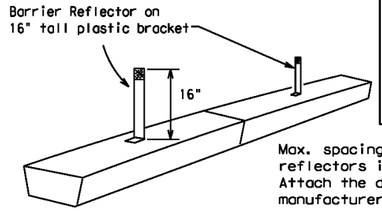
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1. Barrier Reflectors shall be pre-qualified, and conform to the color and reflectivity requirements of DMS-8600. A list of prequalified Barrier Reflectors can be found at the Material Producer List web address shown on BC(1).
2. Color of Barrier Reflectors shall be as specified in the TMUTCD. The cost of the reflectors shall be considered subsidiory to Item 512.



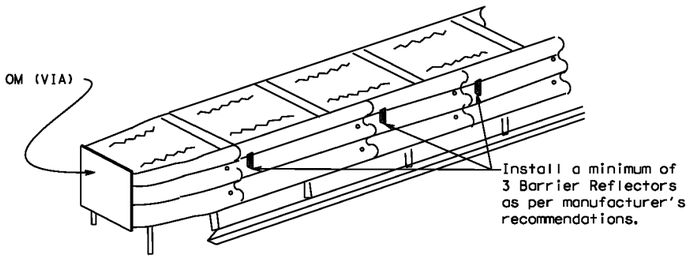
CONCRETE TRAFFIC BARRIER (CTB)

3. Where traffic is on one side of the CTB, two (2) Barrier Reflectors shall be mounted in approximately the midsection of each section of CTB. An alternate mounting location is uniformly spaced at one end of each CTB. This will allow for attachment of a barrier grapple without damaging the reflector. The Barrier Reflector mounted on the side of the CTB shall be located directly below the reflector mounted on top of the barrier, as shown in the detail above.
4. Where CTB separates two-way traffic, three barrier reflectors shall be mounted on each section of CTB. The reflector unit on top shall have two yellow reflective faces (Bi-Directional)while the reflectors on each side of the barrier shall have one yellow reflective face, as shown in the detail above.
5. When CTB separates traffic traveling in the same direction, no barrier reflectors will be required on top of the CTB.
6. Barrier Reflector units shall be yellow or white in color to match the edgeline being supplemented.
7. Maximum spacing of Barrier Reflectors is forty (40) feet.
8. Pavement markers or temporary flexible-reflective roadway marker tabs shall NOT be used as CTB delineation.
9. Attachment of Barrier Reflectors to CTB shall be per manufacturer's recommendations.
10. Missing or damaged Barrier Reflectors shall be replaced as directed by the Engineer.
11. Single slope barriers shall be delineated as shown on the above detail.



Max. spacing of barrier reflectors is 20 feet. Attach the delineators as per manufacturer's recommendations.

LOW PROFILE CONCRETE BARRIER (LPCB)



DELINEATION OF END TREATMENTS

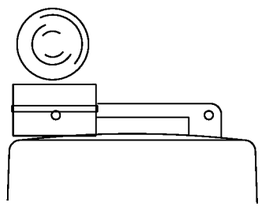
LOW PROFILE CONCRETE BARRIER (LPCB) USED IN WORK ZONES

LPCB is approved for use in work zone locations, where the posted speed is 45mph, or less. See Roadway Standard Sheet LPCB.

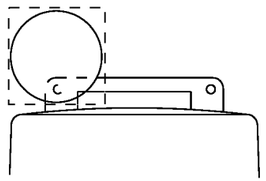
END TREATMENTS FOR CTB'S USED IN WORK ZONES

End treatments used on CTB's in work zones shall meet the apppropriate crashworthy standards as defined in the Manual for Assessing Safety Hardware (MASH). Refer to the CWZTCD List for approved end treatments and manufacturers.

BARRIER REFLECTORS FOR CONCRETE TRAFFIC BARRIER AND ATTENUATORS



Type C Warning Light or approved substitute mounted on a drum adjacent to the travel way.



Warning reflector may be round or square. Must have a yellow reflective surface area of at least 30 square inches

WARNING LIGHTS

1. Warning lights shall meet the requirements of the TMUTCD.
2. Warning lights shall NOT be installed on barricades.
3. Type A-Low Intensity Flashing Warning Lights are commonly used with drums. They are intended to warn of or mark a potentially hazardous area. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "FL". The Type A Warning Lights shall not be used with signs manufactured with Type B_{FL} or C_{FL} Sheeting meeting the requirements of Departmental Material Specification DMS-8300.
4. Type-C and Type D 360 degree Steady Burn Lights are intended to be used in a series for delineation to supplement other traffic control devices. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "SB".
5. The Engineer/Inspector or the plans shall specify the location and type of warning lights to be installed on the traffic control devices.
6. When required by the Engineer, the Contractor shall furnish a copy of the warning lights certification. The warning light manufacturer will certify the warning lights meet the requirements of the latest ITE Purchase Specifications for Flashing and Steady-Burn Warning Lights.
7. When used to delineate curves, Type-C and Type D Steady Burn Lights should only be placed on the outside of the curve, not the inside.
8. The location of warning lights and warning reflectors on drums shall be as shown elsewhere in the plans.

WARNING LIGHTS MOUNTED ON PLASTIC DRUMS

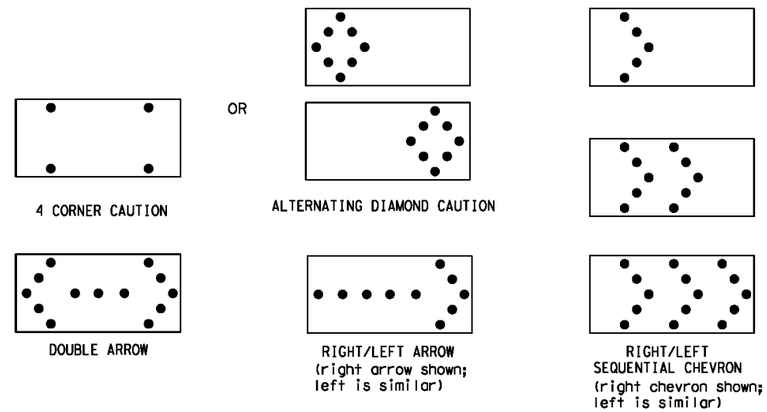
1. Type A flashing warning lights are intended to warn drivers that they are approaching or are in a potentially hazardous area.
2. Type A random flashing warning lights are not intended for delineation and shall not be used in a series.
3. A series of sequential flashing warning lights placed on channelizing devices to form a merging taper may be used for delineation. If used, the successive flashing of the sequential warning lights should occur from the beginning of the taper to the end of the merging taper in order to identify the desired vehicle path. The rate of flashing for each light shall be 65 flashes per minute, plus or minus 10 flashes.
4. Type C and D steady-burn warning lights are intended to be used in a series to delineate the edge of the travel lane on detours, on lane changes, on lane closures, and on other similar conditions.
5. Type A, Type C and Type D warning lights shall be installed at locations as detailed on other sheets in the plans.
6. Warning lights shall not be installed on a drum that has a sign, chevron or vertical panel.
7. The maximum spacing for warning lights on drums should be identical to the channelizing device spacing.

WARNING REFLECTORS MOUNTED ON PLASTIC DRUMS AS A SUBSTITUTE FOR TYPE C (STEADY BURN) WARNING LIGHTS

1. A warning reflector or approved substitute may be mounted on a plastic drum as a substitute for a Type C, steady burn warning light at the discretion of the Contractor unless otherwise noted in the plans.
2. The warning reflector shall be yellow in color and shall be manufactured using a sign substrate approved for use with plastic drums listed on the CWZTCD.
3. The warning reflector shall have a minimum retroreflective surface area (one-side) of 30 square inches.
4. Round reflectors shall be fully reflectorized, including the area where attached to the drum.
5. Square substrates must have a minimum of 30 square inches of reflectorized sheeting. They do not have to be reflectorized where it attaches to the drum.
6. The side of the warning reflector facing approaching traffic shall have sheeting meeting the color and retroreflectivity requirements for DMS 8300-Type B or Type C.
7. When used near two-way traffic, both sides of the warning reflector shall be reflectorized.
8. The warning reflector should be mounted on the side of the handle nearest approaching traffic.
9. The maximum spacing for warning reflectors should be identical to the channelizing device spacing requirements.

Arrow Boards may be located behind channelizing devices in place for a shoulder taper or merging taper, otherwise they shall be delineated with four (4) channelizing devices placed perpendicular to traffic on the upstream side of traffic.

1. The Flashing Arrow Board should be used for all lane closures on multi-lane roadways, or slow moving maintenance or construction activities on the travel lanes.
2. Flashing Arrow Boards should not be used on two-lane, two-way roadways, detours, diversions or work on shoulders unless the "CAUTION" display (see detail below) is used.
3. The Engineer/Inspector shall choose all appropriate signs, barricades and/or other traffic control devices that should be used in conjunction with the Flashing Arrow Board.
4. The Flashing Arrow Board should be able to display the following symbols:



5. The "CAUTION" display consists of four corner lamps flashing simultaneously, or the Alternating Diamond Caution mode as shown.
6. The straight line caution display is NOT ALLOWED.
7. The Flashing Arrow Board shall be capable of minimum 50 percent dimming from rated lamp voltage. The flashing rate of the lamps shall not be less than 25 nor more than 40 flashes per minute.
8. Minimum lamp "on time" shall be approximately 50 percent for the flashing arrow and equal intervals of 25 percent for each sequential phase of the flashing chevron.
9. The sequential arrow display is NOT ALLOWED.
10. The flashing arrow display is the TxDOT standard; however, the sequential chevron display may be used during daylight operations.
11. The Flashing Arrow Board shall be mounted on a vehicle, trailer or other suitable support.
12. A Flashing Arrow Board SHALL NOT BE USED to laterally shift traffic.
13. A full matrix PCMS may be used to simulate a Flashing Arrow Board provided it meets visibility, flash rate and dimming requirements on this sheet for the same size arrow.
14. Minimum mounting height of trailer mounted Arrow Boards should be 7 feet from roadway to bottom of panel.

REQUIREMENTS			
TYPE	MINIMUM SIZE	MINIMUM NUMBER OF PANEL LAMPS	MINIMUM VISIBILITY DISTANCE
B	30 x 60	13	3/4 mile
C	48 x 96	15	1 mile

ATTENTION

Flashing Arrow Boards shall be equipped with automatic dimming devices.

WHEN NOT IN USE, REMOVE THE ARROW BOARD FROM THE RIGHT-OF-WAY OR PLACE THE ARROW BOARD BEHIND CONCRETE TRAFFIC BARRIER OR GUARDRAIL.

FLASHING ARROW BOARDS

SHEET 7 OF 12

TRUCK-MOUNTED ATTENUATORS

1. Truck-mounted attenuators (TMA) used on TxDOT facilities must meet the requirements outlined in the Manual for Assessing Safety Hardware (MASH).
2. Refer to the CWZTCD for the requirements of Level 2 or Level 3 TMAs.
3. Refer to the CWZTCD for a list of approved TMAs.
4. TMAs are required on freeways unless otherwise noted in the plans.
5. A TMA should be used anytime that it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the work performance.
6. The only reason a TMA should not be required is when a work area is spread down the roadway and the work crew is an extended distance from the TMA.

Texas Department of Transportation

Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION ARROW PANEL, REFLECTORS, WARNING LIGHTS & ATTENUATOR

BC(7)-21

FILE: bc-21.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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REVISIONS	0921	06	360	S.N.T.III
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GENERAL NOTES

1. For long term stationary work zones on freeways, drums shall be used as the primary channelizing device.
2. For intermediate term stationary work zones on freeways, drums should be used as the primary channelizing device but may be replaced in tangent sections by vertical panels, or 42" two-piece cones. In tangent sections, one-piece cones may be used with the approval of the Engineer but only if personnel are present on the project at all times to maintain the cones in proper position and location.
3. For short term stationary work zones on freeways, drums are the preferred channelizing device but may be replaced in tapers, transitions and tangent sections by vertical panels, two-piece cones or one-piece cones as approved by the Engineer.
4. Drums and all related items shall comply with the requirements of the current version of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
5. Drums, bases, and related materials shall exhibit good workmanship and shall be free from objectionable marks or defects that would adversely affect their appearance or serviceability.
6. The Contractor shall have a maximum of 24 hours to replace any plastic drums identified for replacement by the Engineer/Inspector. The replacement device must be an approved device.

GENERAL DESIGN REQUIREMENTS

Pre-qualified plastic drums shall meet the following requirements:

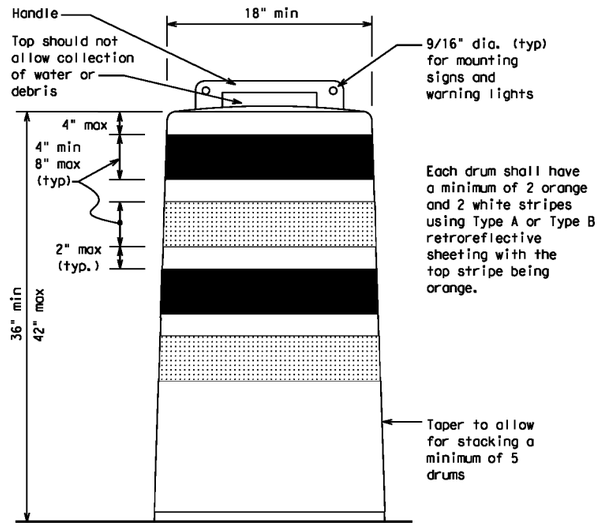
1. Plastic drums shall be a two-piece design; the "body" of the drum shall be the top portion and the "base" shall be the bottom.
2. The body and base shall lock together in such a manner that the body separates from the base when impacted by a vehicle traveling at a speed of 20 MPH or greater but prevents accidental separation due to normal handling and/or air turbulence created by passing vehicles.
3. Plastic drums shall be constructed of lightweight flexible, and deformable materials. The Contractor shall NOT use metal drums or single piece plastic drums as channelization devices or sign supports.
4. Drums shall present a profile that is a minimum of 18 inches in width at the 36 inch height when viewed from any direction. The height of drum unit (body installed on base) shall be a minimum of 36 inches and a maximum of 42 inches.
5. The top of the drum shall have a built-in handle for easy pickup and shall be designed to drain water and not collect debris. The handle shall have a minimum of two widely spaced 9/16 inch diameter holes to allow attachment of a warning light, warning reflector unit or approved compliant sign.
6. The exterior of the drum body shall have a minimum of four alternating orange and white retroreflective circumferential stripes not less than 4 inches nor greater than 8 inches in width. Any non-reflectorized space between any two adjacent stripes shall not exceed 2 inches in width.
7. Bases shall have a maximum width of 36 inches, a maximum height of 4 inches, and a minimum of two footholds of sufficient size to allow base to be held down while separating the drum body from the base.
8. Plastic drums shall be constructed of ultra-violet stabilized, orange, high-density polyethylene (HDPE) or other approved material.
9. Drum body shall have a maximum unballasted weight of 11 lbs.
10. Drum and base shall be marked with manufacturer's name and model number.

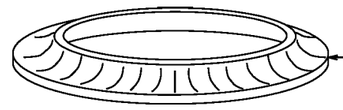
RETROREFLECTIVE SHEETING

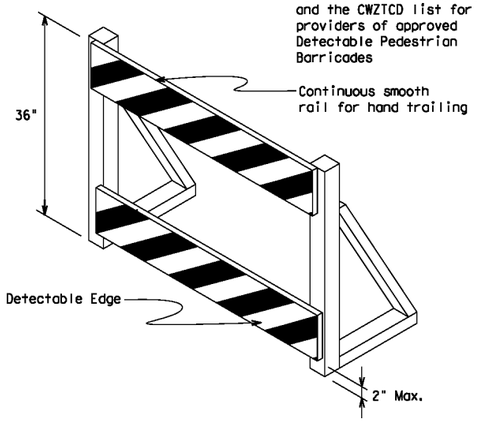
1. The stripes used on drums shall be constructed of sheeting meeting the color and retroreflectivity requirements of Departmental Materials Specification DMS-8300, "Sign Face Materials." Type A or Type B reflective sheeting shall be supplied unless otherwise specified in the plans.
2. The sheeting shall be suitable for use on and shall adhere to the drum surface such that, upon vehicular impact, the sheeting shall remain adhered in-place and exhibit no delaminating, cracking, or loss of retroreflectivity other than that loss due to abrasion of the sheeting surface.

BALLAST

1. Unballasted bases shall be large enough to hold up to 50 lbs. of sand. This base, when filled with the ballast material, should weigh between 35 lbs (minimum) and 50 lbs (maximum). The ballast may be sand in one to three sandbags separate from the base, sand in a sand-filled plastic base, or other ballasting devices as approved by the Engineer. Stacking of sandbags will be allowed, however height of sandbags above pavement surface may not exceed 12 inches.
2. Bases with built-in ballast shall weigh between 40 lbs. and 50 lbs. Built-in ballast can be constructed of an integral crumb rubber base or a solid rubber base.
3. Recycled truck tire sidewalls may be used for ballast on drums approved for this type of ballast on the CWZTCD list.
4. The ballast shall not be heavy objects, water, or any material that would become hazardous to motorists, pedestrians, or workers when the drum is struck by a vehicle.
5. When used in regions susceptible to freezing, drums shall have drainage holes in the bottoms so that water will not collect and freeze becoming a hazard when struck by a vehicle.
6. Ballast shall not be placed on top of drums.
7. Adhesives may be used to secure base of drums to pavement.

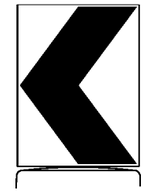




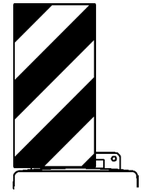


DETECTABLE PEDESTRIAN BARRICADES

1. When existing pedestrian facilities are disrupted, closed, or relocated in a TTC zone, the temporary facilities shall be detectable and include accessibility features consistent with the features present in the existing pedestrian facility. Refer to WZ(BTS-2) for Pedestrian Control requirements for Sidewalk Diversions, Sidewalk Detours and Crosswalk Closures.
2. Where pedestrians with visual disabilities normally use the closed sidewalk, a Detectable Pedestrian Barricade shall be placed across the full width of the closed sidewalk instead of a Type 3 Barricade.
3. Detectable pedestrian barricades similar to the one pictured above, longitudinal channelizing devices, some concrete barriers, and wood or chain link fencing with a continuous detectable edging can satisfactorily delineate a pedestrian path.
4. Tape, rope, or plastic chain strung between devices are not detectable, do not comply with the design standards in the "Americans with Disabilities Act Accessibility Guidelines (ADAAG)" and should not be used as a control for pedestrian movements.
5. Warning lights shall not be attached to detectable pedestrian barricades.
6. Detectable pedestrian barricades should use 8" nominal barricade rails as shown on BC(10) provided that the top rail provides a smooth continuous rail suitable for hand trailing with no splinters, burrs, or sharp edges.



18" x 24" Sign
(Maximum Sign Dimension)
Chevron CW1-8, Opposing Traffic Lane Divider, Driveway sign D70a, Keep Right R4 series or other signs as approved by Engineer



12" x 24"
Vertical Panel
mount with diagonals sloping down towards travel way

Plywood, Aluminum or Metal sign substrates shall NOT be used on plastic drums

SIGNS, CHEVRONS, AND VERTICAL PANELS MOUNTED ON PLASTIC DRUMS

1. Signs used on plastic drums shall be manufactured using substrates listed on the CWZTCD.
2. Chevrons and other work zone signs with an orange background shall be manufactured with Type B_{FL} or Type C_{FL} Orange sheeting meeting the color and retroreflectivity requirements of DMS-8300, "Sign Face Material," unless otherwise specified in the plans.
3. Vertical Panels shall be manufactured with orange and white sheeting meeting the requirements of DMS-8300 Type A or Type B. Diagonal stripes on Vertical Panels shall slope down toward the intended traveled lane.
4. Other sign messages (text or symbolic) may be used as approved by the Engineer. Sign dimensions shall not exceed 18 inches in width or 24 inches in height, except for the R9 series signs discussed in note 8 below.
5. Signs shall be installed using a 1/2 inch bolt (nominal) and nut, two washers, and one locking washer for each connection.
6. Mounting bolts and nuts shall be fully engaged and adequately torqued. Bolts should not extend more than 1/2 inch beyond nuts.
7. Chevrons may be placed on drums on the outside of curves, on merging tapers or on shifting tapers. When used in these locations, they may be placed on every drum or spaced not more than on every third drum. A minimum of three (3) should be used at each location called for in the plans.
8. R9-9, R9-10, R9-11 and R9-11a Sidewalk Closed signs which are 24 inches wide may be mounted on plastic drums, with approval of the Engineer.

Texas Department of Transportation

Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

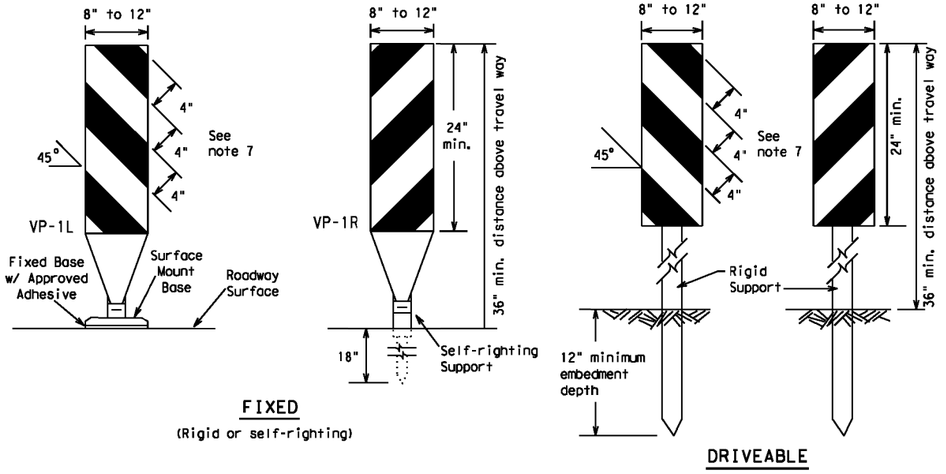
BC(8)-21

FILE: bc-21.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS	0921	06	360	S.N.T.III
4-03 8-14	DIST	COUNTY		SHEET NO.
9-07 5-21	PHR	CAMERON		22
7-13				
102				

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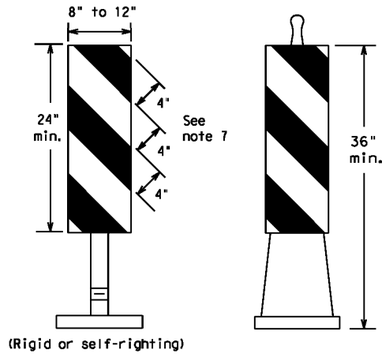
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FIXED
(Rigid or self-righting)

DRIVEABLE

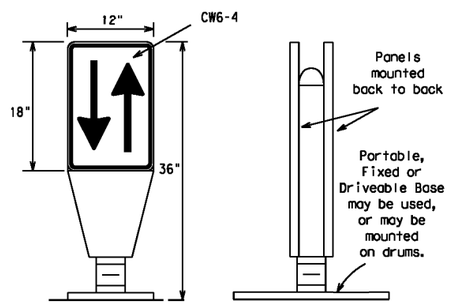


(Rigid or self-righting)

PORTABLE

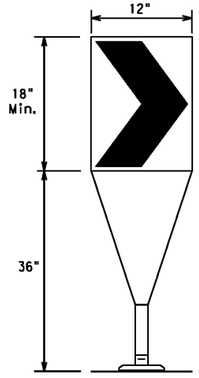
1. Vertical Panels (VP's) are normally used to channelize traffic or divide opposing lanes of traffic.
2. VP's may be used in daytime or nighttime situations. They may be used at the edge of shoulder drop-offs and other areas such as lane transitions where positive daytime and nighttime delineation is required. The Engineer/Inspector shall refer to the Roadway Design Manual for additional requirements on the use VP's for drop-offs.
3. VP's should be mounted back to back if used at the edge of cuts adjacent to two-way two lane roadways. Stripes are to be reflective orange and reflective white and should always slope downward toward the travel lane.
4. VP's used on expressways and freeways or other high speed roadways, may have more than 270 square inches of retroreflective area facing traffic.
5. Self-righting supports are available with portable base. See "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
6. Sheeting for the VP's shall be retroreflective Type A or Type B conforming to Departmental Material Specification DMS-8300, unless noted otherwise.
7. Where the height of reflective material on the vertical panel is 36 inches or greater, a panel stripe of 6 inches shall be used.

VERTICAL PANELS (VPs)



1. Opposing Traffic Lane Dividers (OTLD) are delineation devices designed to convert a normal one-way roadway section to two-way operation. OTLD's are used on temporary centerlines. The upward and downward arrows on the sign's face indicate the direction of traffic on either side of the divider. The base is secured to the pavement with an adhesive or rubber weight to minimize movement caused by a vehicle impact or wind gust.
2. The OTLD may be used in combination with 42" cones or VPs.
3. Spacing between the OTLD shall not exceed 500 feet. 42" cones or VPs placed between the OTLD's should not exceed 100 foot spacing.
4. The OTLD shall be orange with a black non-reflective legend. Sheeting for the OTLD shall be retroreflective Type B_{FL} or Type C_{FL} conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.

OPPOSING TRAFFIC LANE DIVIDERS (OTLD)



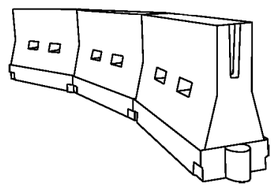
Fixed Base w/ Approved Adhesive (Driveable Base, or Flexible Support can be used)

1. The chevron shall be a vertical rectangle with a minimum size of 12 by 18 inches.
2. Chevrons are intended to give notice of a sharp change of alignment with the direction of travel and provide additional emphasis and guidance for vehicle operators with regard to changes in horizontal alignment of the roadway.
3. Chevrons, when used, shall be erected on the outside of a sharp curve or turn, or on the far side of an intersection. They shall be in line with and at right angles to approaching traffic. Spacing should be such that the motorist always has three in view, until the change in alignment eliminates its need.
4. To be effective, the chevron should be visible for at least 500 feet.
5. Chevrons shall be orange with a black nonreflective legend. Sheeting for the chevron shall be retroreflective Type B_{FL} or Type C_{FL} conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.
6. For Long Term Stationary use on tapers or transitions on freeways and divided highways, self-righting chevrons may be used to supplement plastic drums but not to replace plastic drums.

CHEVRONS

GENERAL NOTES

1. Work Zone channelizing devices illustrated on this sheet may be installed in close proximity to traffic and are suitable for use on high or low speed roadways. The Engineer/Inspector shall ensure that spacing and placement is uniform and in accordance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
2. Channelizing devices shown on this sheet may have a driveable, fixed or portable base. The requirement for self-righting channelizing devices must be specified in the General Notes or other plan sheets.
3. Channelizing devices on self-righting supports should be used in work zone areas where channelizing devices are frequently impacted by errant vehicles or vehicle related wind gusts making alignment of the channelizing devices difficult to maintain. Locations of these devices shall be detailed elsewhere in the plans. These devices shall conform to the TMUTCD and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
4. The Contractor shall maintain devices in a clean condition and replace damaged, nonreflective, faded, or broken devices and bases as required by the Engineer/Inspector. The Contractor shall be required to maintain proper device spacing and alignment.
5. Portable bases shall be fabricated from virgin and/or recycled rubber. The portable bases shall weigh a minimum of 30 lbs.
6. Pavement surfaces shall be prepared in a manner that ensures proper bonding between the adhesives, the fixed mount bases and the pavement surface. Adhesives shall be prepared and applied according to the manufacturer's recommendations.
7. The installation and removal of channelizing devices shall not cause detrimental effects to the final pavement surfaces, including pavement surface discoloration or surface integrity. Driveable bases shall not be permitted on final pavement surfaces. The Engineer/Inspector shall approve all application and removal procedures of fixed bases.



LONGITUDINAL CHANNELIZING DEVICES (LCD)

1. LCDs are crashworthy, lightweight, deformable devices that are highly visible, have good target value and can be connected together. They are not designed to contain or redirect a vehicle on impact.
2. LCDs may be used instead of a line of cones or drums.
3. LCDs shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
4. LCDs should not be used to provide positive protection for obstacles, pedestrians or workers.
5. LCDs shall be supplemented with retroreflective delineation as required for temporary barriers on BC(7) when placed roughly parallel to the travel lanes.
6. LCDs used as barricades placed perpendicular to traffic should have at least one row of reflective sheeting meeting the requirements for barricade rails as shown on BC(10). Place reflective sheeting near the top of the LCD along the full length of the device.

WATER BALLASTED SYSTEMS USED AS BARRIERS

1. Water ballasted systems used as barriers shall not be used solely to channelize road users, but also to protect the work space per the appropriate Manual for Assessing Safety Hardware (MASH) crashworthiness requirements based on roadway speed and barrier application.
2. Water ballasted systems used to channelize vehicular traffic shall be supplemented with retroreflective delineation or channelizing devices to improve daytime/nighttime visibility. They may also be supplemented with pavement markings.
3. Water ballasted systems used as barriers shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
4. Water ballasted systems used as barriers should not be used for a merging taper except in low speed (less than 45 MPH) urban areas. When used on a taper in a low speed urban area, the taper shall be delineated and the taper length should be designed to optimize road user operations considering the available geometric conditions.
5. When water ballasted systems used as barriers have blunt ends exposed to traffic, they should be attenuated as per manufacturer recommendations or flared to a point outside the clear zone.

If used to channelize pedestrians, longitudinal channelizing devices or water ballasted systems must have a continuous detectable bottom for users of long canes and the top of the unit shall not be less than 32 inches in height.

HOLLOW OR WATER BALLASTED SYSTEMS USED AS LONGITUDINAL CHANNELIZING DEVICES OR BARRIERS

Posted Speed	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'
35		205'	225'	245'	35'	70'
40		265'	295'	320'	40'	80'
45	L = WS	450'	495'	540'	45'	90'
50		500'	550'	600'	50'	100'
55		550'	605'	660'	55'	110'
60		600'	660'	720'	60'	120'
65		650'	715'	780'	65'	130'
70		700'	770'	840'	70'	140'
75		750'	825'	900'	75'	150'
80		800'	880'	960'	80'	160'

** Taper lengths have been rounded off.
L=Length of Taper (FT.) W=Width of Offset (FT.)
S=Posted Speed (MPH)

SUGGESTED MAXIMUM SPACING OF CHANNELIZING DEVICES AND MINIMUM DESIRABLE TAPER LENGTHS

SHEET 9 OF 12

Texas Department of Transportation | Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(9)-21

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©TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS	0921	06	360	S.N.T.III
9-07 8-14	DIST	COUNTY		SHEET NO.
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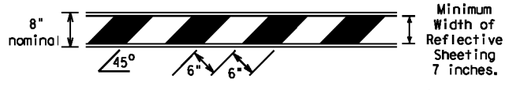
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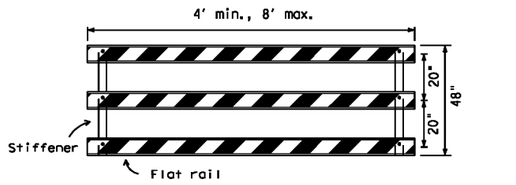
TYPE 3 BARRICADES

1. Refer to the Compliant Work Zone Traffic Control Devices List (CWZTCD) for details of the Type 3 Barricades and a list of all materials used in the construction of Type 3 Barricades.
2. Type 3 Barricades shall be used at each end of construction projects closed to all traffic.
3. Barricades extending across a roadway should have stripes that slope downward in the direction toward which traffic must turn in detouring. When both right and left turns are provided, the chevron striping may slope downward in both directions from the center of the barricade. Where no turns are provided at a closed road, striping should slope downward in both directions toward the center of roadway.
4. Striping of rails, for the right side of the roadway, should slope downward to the left. For the left side of the roadway, striping should slope downward to the right.
5. Identification markings may be shown only on the back of the barricade rails. The maximum height of letters and/or company logos used for identification shall be 1".
6. Barricades shall not be placed parallel to traffic unless an adequate clear zone is provided.
7. Warning lights shall NOT be installed on barricades.
8. Where barricades require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand is recommended. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight. Sand bags shall not be stacked in a manner that covers any portion of a barricade rails reflective sheeting. Rock, concrete, iron, steel or other solid objects will NOT be permitted. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall not be used for sandbags. Sandbags shall only be placed along or upon the base supports of the device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners.
9. Sheeting for barricades shall be retroreflective Type A or Type B conforming to Departmental Material Specification DMS-8300 unless otherwise noted.

Barricades shall NOT be used as a sign support.



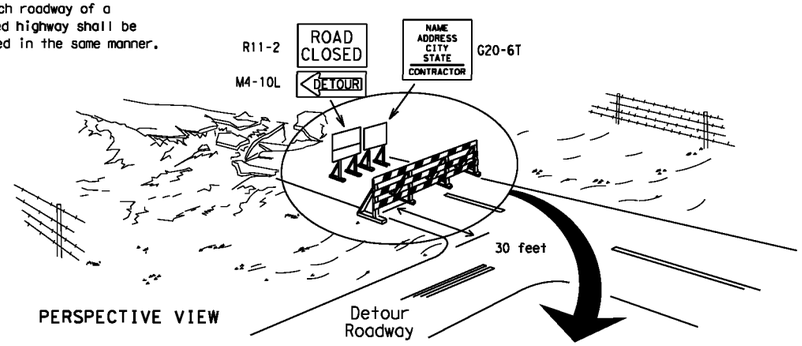
TYPICAL STRIPING DETAIL FOR BARRICADE RAIL



Stiffener may be inside or outside of support, but no more than 2 stiffeners shall be allowed on one barricade.

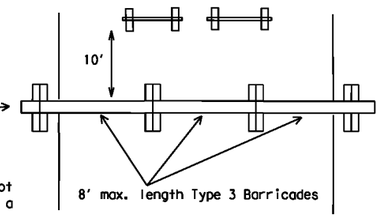
TYPICAL PANEL DETAIL
FOR SKID OR POST TYPE BARRICADES

Each roadway of a divided highway shall be barricaded in the same manner.



PERSPECTIVE VIEW

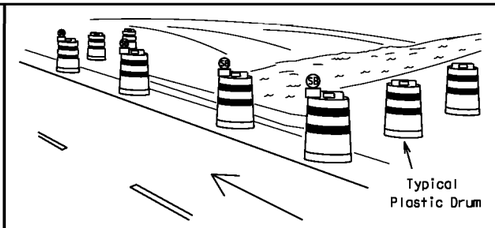
The three rails on Type 3 barricades shall be reflectorized orange and reflective white stripes on one side facing one-way traffic and both sides for two-way traffic.
Barricade striping should slant downward in the direction of detour.



PLAN VIEW

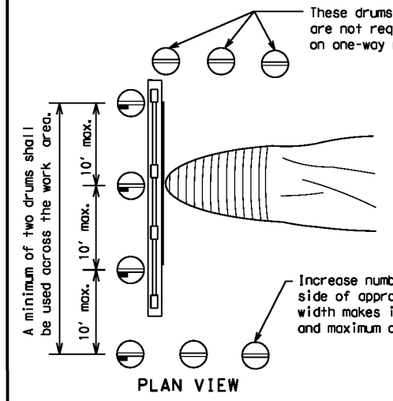
1. Signs should be mounted on independent supports at a 7 foot mounting height in center of roadway. The signs should be a minimum of 10 feet behind Type 3 Barricades.
2. Advance signing shall be as specified elsewhere in the plans.

TYPE 3 BARRICADE (POST AND SKID) TYPICAL APPLICATION



PERSPECTIVE VIEW

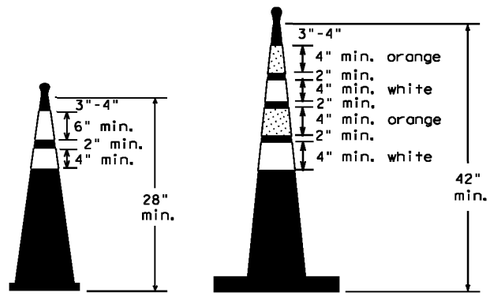
1. Where positive redirectional capability is provided, drums may be omitted.
2. Plastic construction fencing may be used with drums for safety as required in the plans.
3. Vertical Panels on flexible support may be substituted for drums when the shoulder width is less than 4 feet.
4. When the shoulder width is greater than 12 feet, steady-burn lights may be omitted if drums are used.
5. Drums must extend the length of the culvert widening.



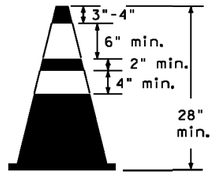
LEGEND	
	Plastic drum
	Plastic drum with steady burn light or yellow warning reflector
SB	Steady burn warning light or yellow warning reflector

PLAN VIEW

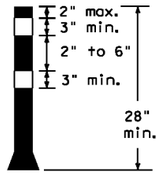
CULVERT WIDENING OR OTHER ISOLATED WORK WITHIN THE PROJECT LIMITS



Two-Piece cones



One-Piece cones

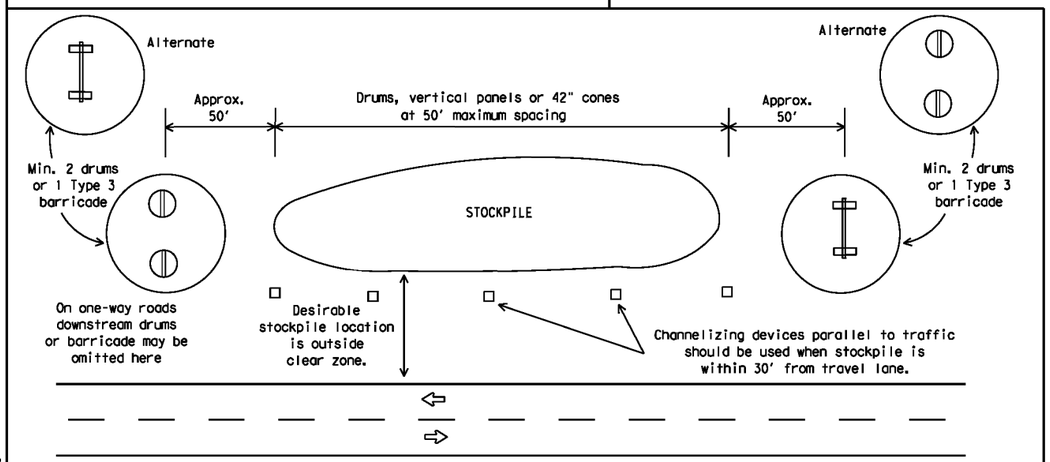


Tubular Marker

28" Cones shall have a minimum weight of 9 1/2 lbs.

42" 2-piece cones shall have a minimum weight of 30 lbs. including base.

1. Traffic cones and tubular markers shall be predominantly orange, and meet the height and weight requirements shown above.
2. One-piece cones have the body and base of the cone molded in one consolidated unit. Two-piece cones have a cone shaped body and a separate rubber base, or ballast, that is added to keep the device upright and in place.
3. Two-piece cones may have a handle or loop extending up to 8" above the minimum height shown, in order to aid in retrieving the device.
4. Cones or tubular markers shall have white or white and orange reflective bands as shown above. The reflective bands shall have a smooth, sealed outer surface and meet the requirements of Departmental Material Specification DMS-8300 Type A or Type B.
5. 28" cones and tubular markers are generally suitable for short duration and short-term stationary work as defined on BC(4). These should not be used for intermediate-term or long-term stationary work unless personnel is on-site to maintain them in their proper upright position.
6. 42" two-piece cones, vertical panels or drums are suitable for all work zone durations.
7. Cones or tubular markers used on each project should be of the same size and shape.



TRAFFIC CONTROL FOR MATERIAL STOCKPILES

SHEET 10 OF 12

Texas Department of Transportation

Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(10)-21

FILE: bc-21.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS	0921	06	360	S.N.T.III
9-07 8-14	DIST	COUNTY		SHEET NO.
7-13 5-21	PHR	CAMERON		24

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DATE:
FILE:

WORK ZONE PAVEMENT MARKINGS

GENERAL

1. The Contractor shall be responsible for maintaining work zone and existing pavement markings, in accordance with the standard specifications and special provisions, on all roadways open to traffic within the CSJ limits unless otherwise stated in the plans.
2. Color, patterns and dimensions shall be in conformance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
3. Additional supplemental pavement marking details may be found in the plans or specifications.
4. Pavement markings shall be installed in accordance with the TMUTCD and as shown on the plans.
5. When short term markings are required on the plans, short term markings shall conform with the TMUTCD, the plans and details as shown on the Standard Plan Sheet WZ(STPM).
6. When standard pavement markings are not in place and the roadway is opened to traffic, DO NOT PASS signs shall be erected to mark the beginning of the sections where passing is prohibited and PASS WITH CARE signs at the beginning of sections where passing is permitted.
7. All work zone pavement markings shall be installed in accordance with Item 662, "Work Zone Pavement Markings."

RAISED PAVEMENT MARKERS

1. Raised pavement markers are to be placed according to the patterns on BC(12).
2. All raised pavement markers used for work zone markings shall meet the requirements of Item 672, "RAISED PAVEMENT MARKERS" and Departmental Material Specification DMS-4200 or DMS-4300.

PREFABRICATED PAVEMENT MARKINGS

1. Removable prefabricated pavement markings shall meet the requirements of DMS-8241.
2. Non-removable prefabricated pavement markings (foil back) shall meet the requirements of DMS-8240.

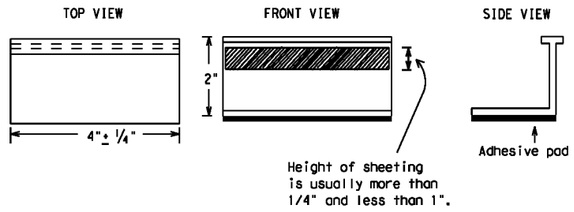
MAINTAINING WORK ZONE PAVEMENT MARKINGS

1. The Contractor will be responsible for maintaining work zone pavement markings within the work limits.
2. Work zone pavement markings shall be inspected in accordance with the frequency and reporting requirements of work zone traffic control device inspections as required by Form 599.
3. The markings should provide a visible reference for a minimum distance of 300 feet during normal daylight hours and 160 feet when illuminated by automobile low-beam headlights at night, unless sight distance is restricted by roadway geometrics.
4. Markings failing to meet this criteria within the first 30 days after placement shall be replaced at the expense of the Contractor as per Specification Item 662.

REMOVAL OF PAVEMENT MARKINGS

1. Pavement markings that are no longer applicable, could create confusion or direct a motorist toward or into the closed portion of the roadway shall be removed or obliterated before the roadway is opened to traffic.
2. The above shall not apply to detours in place for less than three days, where flaggers and/or sufficient channelizing devices are used in lieu of markings to outline the detour route.
3. Pavement markings shall be removed to the fullest extent possible, so as not to leave a discernable marking. This shall be by any method approved by TxDOT Specification Item 677 for "Eliminating Existing Pavement Markings and Markers".
4. The removal of pavement markings may require resurfacing or seal coating portions of the roadway as described in Item 677.
5. Subject to the approval of the Engineer, any method that proves to be successful on a particular type pavement may be used.
6. Blast cleaning may be used but will not be required unless specifically shown in the plans.
7. Over-painting of the markings SHALL NOT BE permitted.
8. Removal of raised pavement markers shall be as directed by the Engineer.
9. Removal of existing pavement markings and markers will be paid for directly in accordance with Item 677, "ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS," unless otherwise stated in the plans.
10. Black-out marking tape may be used to cover conflicting existing markings for periods less than two weeks when approved by the Engineer.

Temporary Flexible-Reflective Roadway Marker Tabs



STAPLES OR NAILS SHALL NOT BE USED TO SECURE TEMPORARY FLEXIBLE-REFLECTIVE ROADWAY MARKER TABS TO THE PAVEMENT SURFACE

1. Temporary flexible-reflective roadway marker tabs used as guidemarks shall meet the requirements of DMS-8242.
2. Tabs detailed on this sheet are to be inspected and accepted by the Engineer or designated representative. Sampling and testing is not normally required, however at the option of the Engineer, either "A" or "B" below may be imposed to assure quality before placement on the roadway.
   A. Select five (5) or more tabs at random from each lot or shipment and submit to the Construction Division, Materials and Pavement Section to determine specification compliance.
   B. Select five (5) tabs and perform the following test. Affix five (5) tabs at 24 inch intervals on an asphaltic pavement in a straight line. Using a medium size passenger vehicle or pickup, run over the markers with the front and rear tires at a speed of 35 to 40 miles per hour, four (4) times in each direction. No more than one (1) out of the five (5) reflective surfaces shall be lost or displaced as a result of this test.
3. Small design variances may be noted between tab manufacturers.
4. See Standard Sheet WZ(STPM) for tab placement on new pavements. See Standard Sheet TCP(7-1) for tab placement on seal coat work.

RAISED PAVEMENT MARKERS USED AS GUIDEMARKS

1. Raised pavement markers used as guidemarks shall be from the approved product list, and meet the requirements of DMS-4200.
2. All temporary construction raised pavement markers provided on a project shall be of the same manufacturer.
3. Adhesive for guidemarks shall be bituminous material hot applied or butyl rubber pad for all surfaces, or thermoplastic for concrete surfaces.

Guidemarks shall be designated as:
YELLOW - (two amber reflective surfaces with yellow body).
WHITE - (one silver reflective surface with white body).

DEPARTMENTAL MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
TRAFFIC BUTTONS	DMS-4300
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240
TEMPORARY REMOVABLE, PREFABRICATED PAVEMENT MARKINGS	DMS-8241
TEMPORARY FLEXIBLE, REFLECTIVE ROADWAY MARKER TABS	DMS-8242

A list of prequalified reflective raised pavement markers, non-reflective traffic buttons, roadway marker tabs and other pavement markings can be found at the Material Producer List web address shown on BC(1).

Texas Department of Transportation | Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION PAVEMENT MARKINGS

BC(11)-21

FILE: bc-21.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT February 1998	CONT	SECT	JOB	HIGHWAY
REVISIONS 2-98 9-07 5-21 1-02 7-13 11-02 8-14	0921	06	360	S.N.T.III
	DIST	COUNTY		SHEET NO.
	PHR	CAMERON		25

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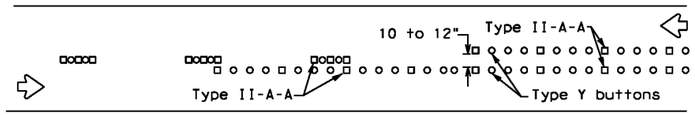
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DATE:
FILE:

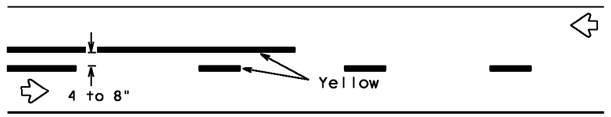
PAVEMENT MARKING PATTERNS



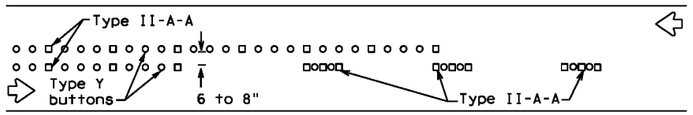
REFLECTORIZED PAVEMENT MARKINGS - PATTERN A



RAISED PAVEMENT MARKERS - PATTERN A



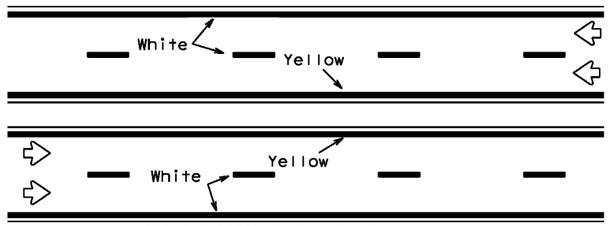
REFLECTORIZED PAVEMENT MARKINGS - PATTERN B



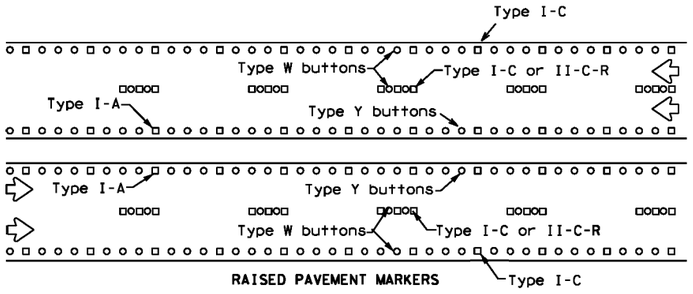
RAISED PAVEMENT MARKERS - PATTERN B

Pattern A is the TXDOT Standard, however Pattern B may be used if approved by the Engineer.
Prefabricated markings may be substituted for reflectorized pavement markings.

CENTER LINE & NO-PASSING ZONE BARRIER LINES FOR TWO-LANE, TWO-WAY HIGHWAYS



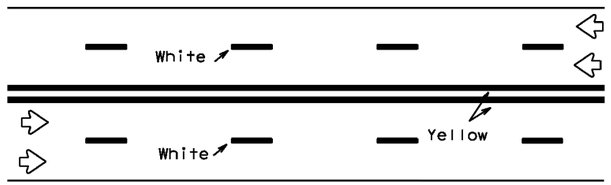
REFLECTORIZED PAVEMENT MARKINGS



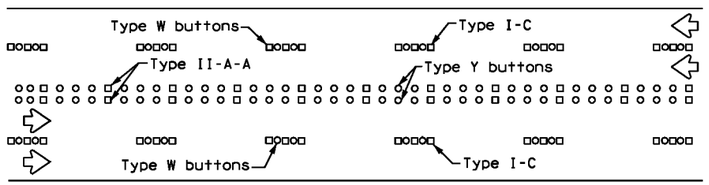
RAISED PAVEMENT MARKERS

Prefabricated markings may be substituted for reflectorized pavement markings.

EDGE & LANE LINES FOR DIVIDED HIGHWAY



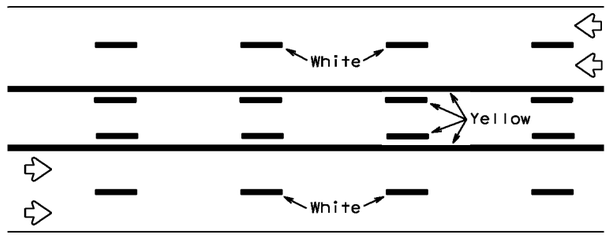
REFLECTORIZED PAVEMENT MARKINGS



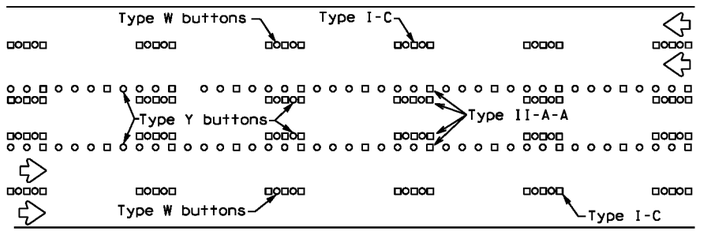
RAISED PAVEMENT MARKERS

Prefabricated markings may be substituted for reflectorized pavement markings.

LANE & CENTER LINES FOR MULTILANE UNDIVIDED HIGHWAYS



REFLECTORIZED PAVEMENT MARKINGS



RAISED PAVEMENT MARKERS

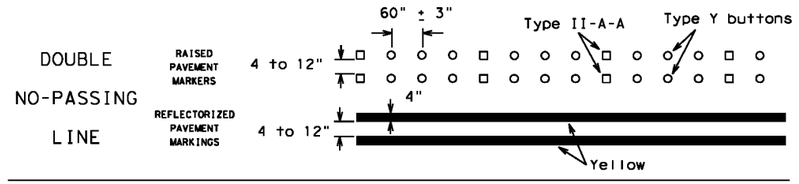
Prefabricated markings may be substituted for reflectorized pavement markings.

TWO-WAY LEFT TURN LANE

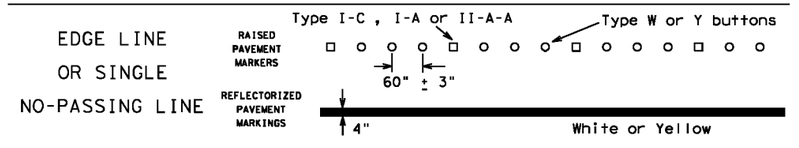
STANDARD WORK ZONE PAVEMENT MARKINGS DETAILS

SOLID LINES

DOUBLE NO-PASSING LINE

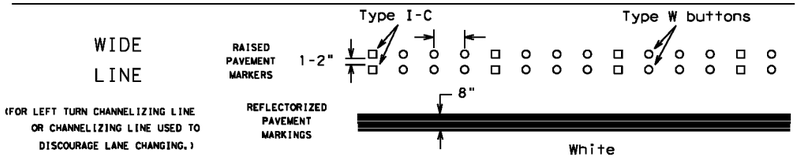


EDGE LINE OR SINGLE NO-PASSING LINE



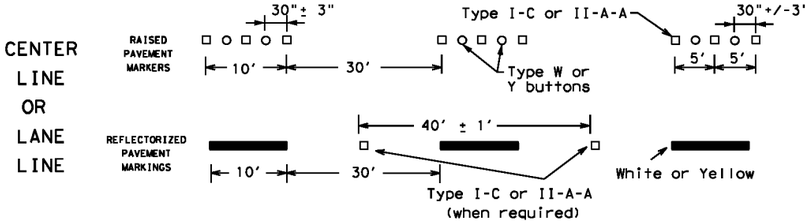
WIDE LINE

(FOR LEFT TURN CHANNELIZING LINE OR CHANNELIZING LINE USED TO DISCOURAGE LANE CHANGING.)

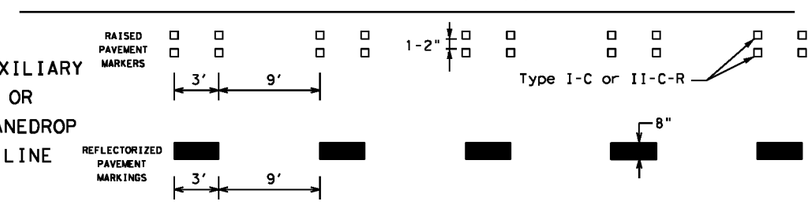


BROKEN LINES

CENTER LINE OR LANE LINE

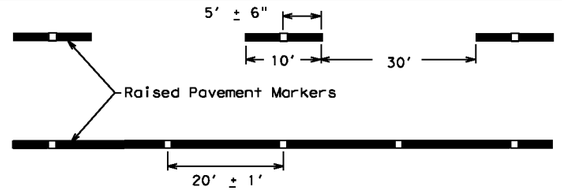


AUXILIARY OR LANEDROP LINE



REMOVABLE MARKINGS WITH RAISED PAVEMENT MARKERS

If raised pavement markers are used to supplement REMOVABLE markings, the markers shall be applied to the top of the tape at the approximate mid length of tape used for broken lines or at 20 foot spacing for solid lines. This allows an easier removal of raised pavement markers and tape.



Centerline only - not to be used on edge lines

Raised pavement markers used as standard pavement markings shall be from the approved products list and meet the requirements of Item 672 "RAISED PAVEMENT MARKERS."

Texas Department of Transportation

Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION PAVEMENT MARKING PATTERNS

BC(12)-21

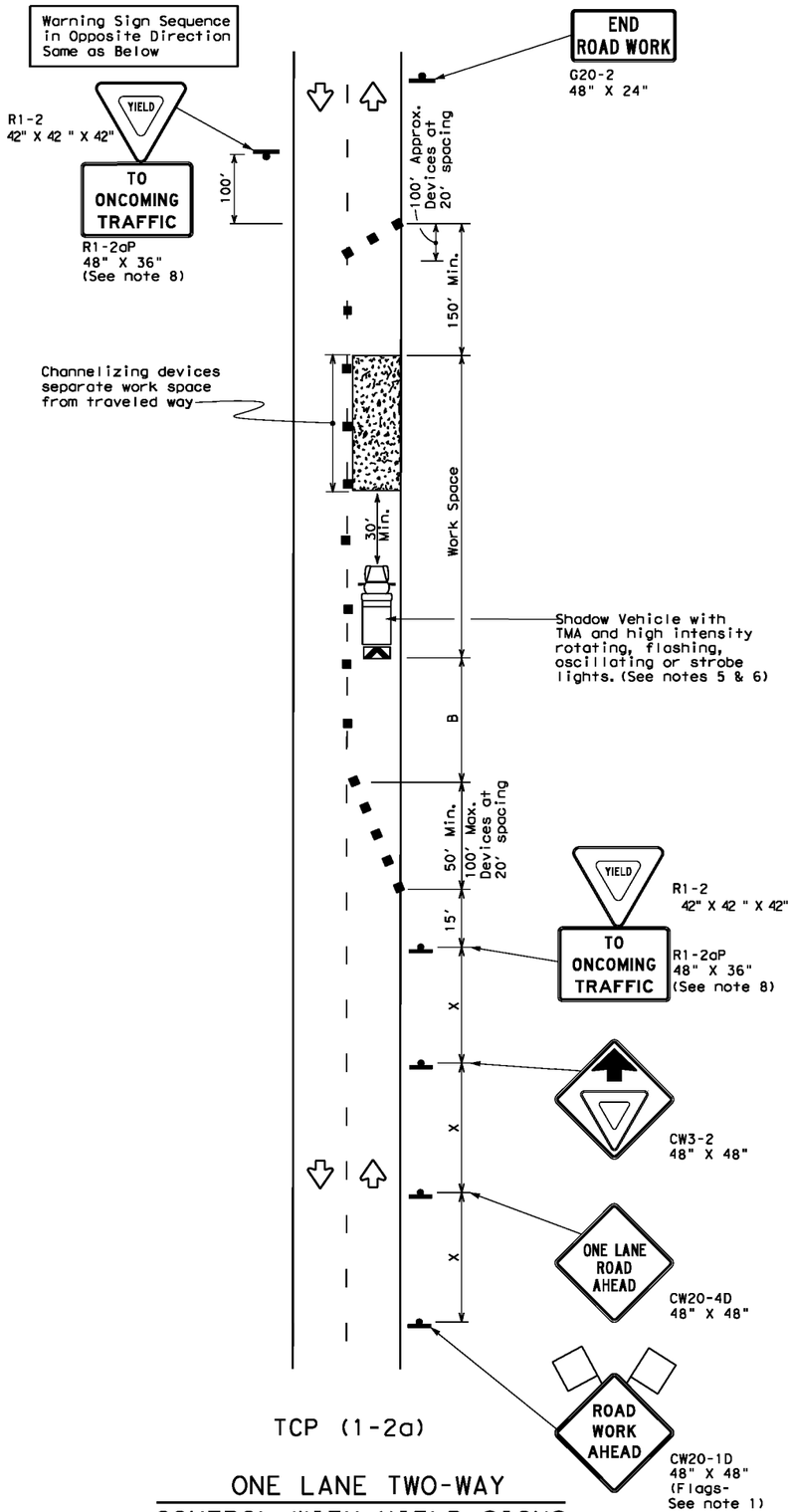
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©TxDOT February 1998	CONT	SECT	JOB	HIGHWAY
REVISIONS 1-97 9-07 5-21 2-98 7-13 11-02 8-14	0921	06	360	S.N.T.III
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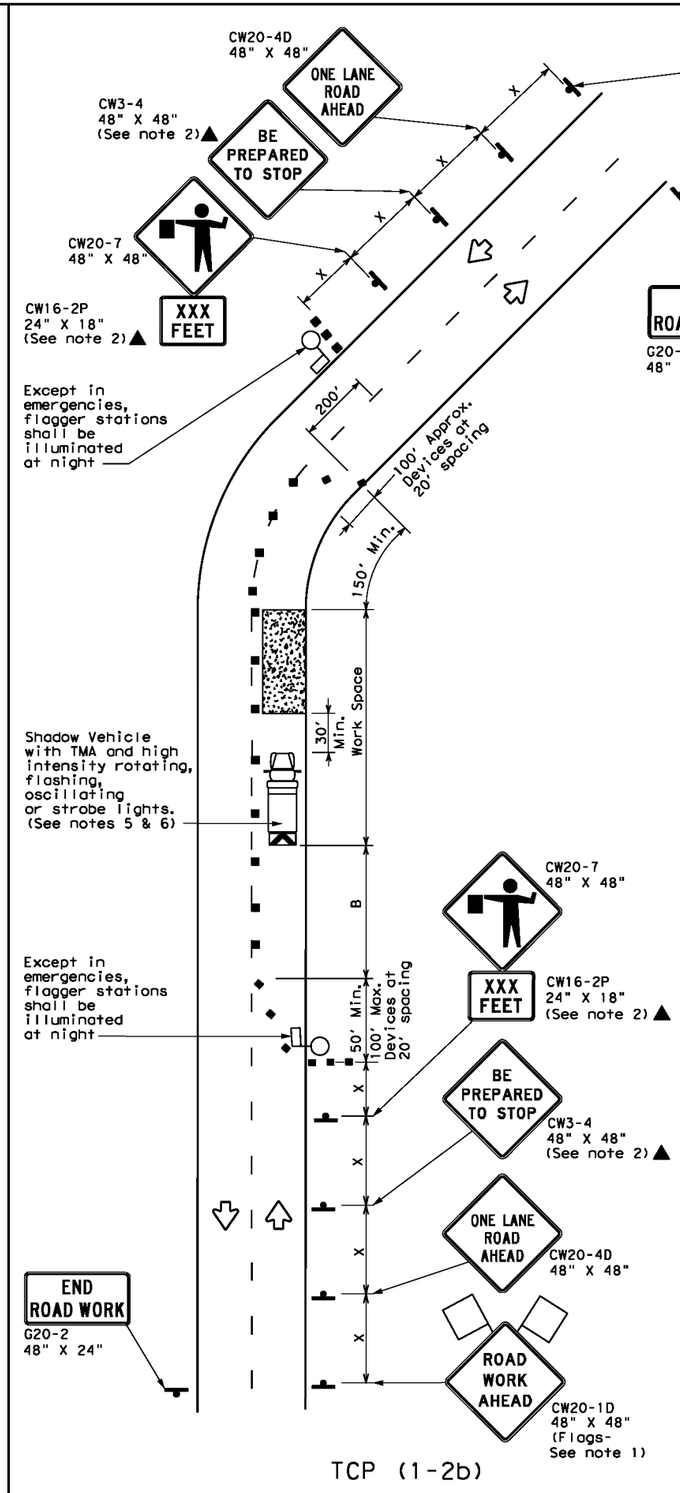
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TCP (1-2a)

ONE LANE TWO-WAY CONTROL WITH YIELD SIGNS

(Less than 2000 ADT - See note 7)



TCP (1-2b)

ONE LANE TWO-WAY CONTROL WITH FLAGGERS

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices: On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'	200'
35		205'	225'	245'	35'	70'	160'	120'	250'
40		265'	295'	320'	40'	80'	240'	155'	305'
45	L=WS	450'	495'	540'	45'	90'	320'	195'	360'
50		500'	550'	600'	50'	100'	400'	240'	425'
55		550'	605'	660'	55'	110'	500'	295'	495'
60		600'	660'	720'	60'	120'	600'	350'	570'
65		650'	715'	780'	65'	130'	700'	410'	645'
70		700'	770'	840'	70'	140'	800'	475'	730'
75		750'	825'	900'	75'	150'	900'	540'	820'

* Conventional Roads Only

** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. The CW3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-4D "ONE LANE ROAD AHEAD" sign, but proper sign spacing shall be maintained.
4. Sign spacing may be increased or an additional CW20-1D "ROAD WORK AHEAD" sign may be used if advance warning ahead of the flagger or R1-2 "YIELD" sign is less than 1500 feet.
5. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
6. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.

TCP (1-2a)

7. R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work spaces should be no longer than one half city block. In rural areas on roadways with less than 2000 ADT, work spaces should be no longer than 400 feet.
8. R1-2 "YIELD" sign with R1-2aP "TO ONCOMING TRAFFIC" plaque shall be placed on a support at a 7 foot minimum mounting height.

TCP (1-2b)

9. Flaggers should use two-way radios or other methods of communication to control traffic.
10. Length of work space should be based on the ability of flaggers to communicate.
11. If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain adequate stopping sight distance to the flagger and a queue of stopped vehicles (see table above).
12. Channelizing devices on the center-line may be omitted when a pilot car is leading traffic and approved by the Engineer.
13. Flaggers should use 24" STOP/SLOW paddles to control traffic. Flags should be limited to emergency situations.

Texas Department of Transportation

Traffic Operations Division Standard

TRAFFIC CONTROL PLAN ONE-LANE TWO-WAY TRAFFIC CONTROL

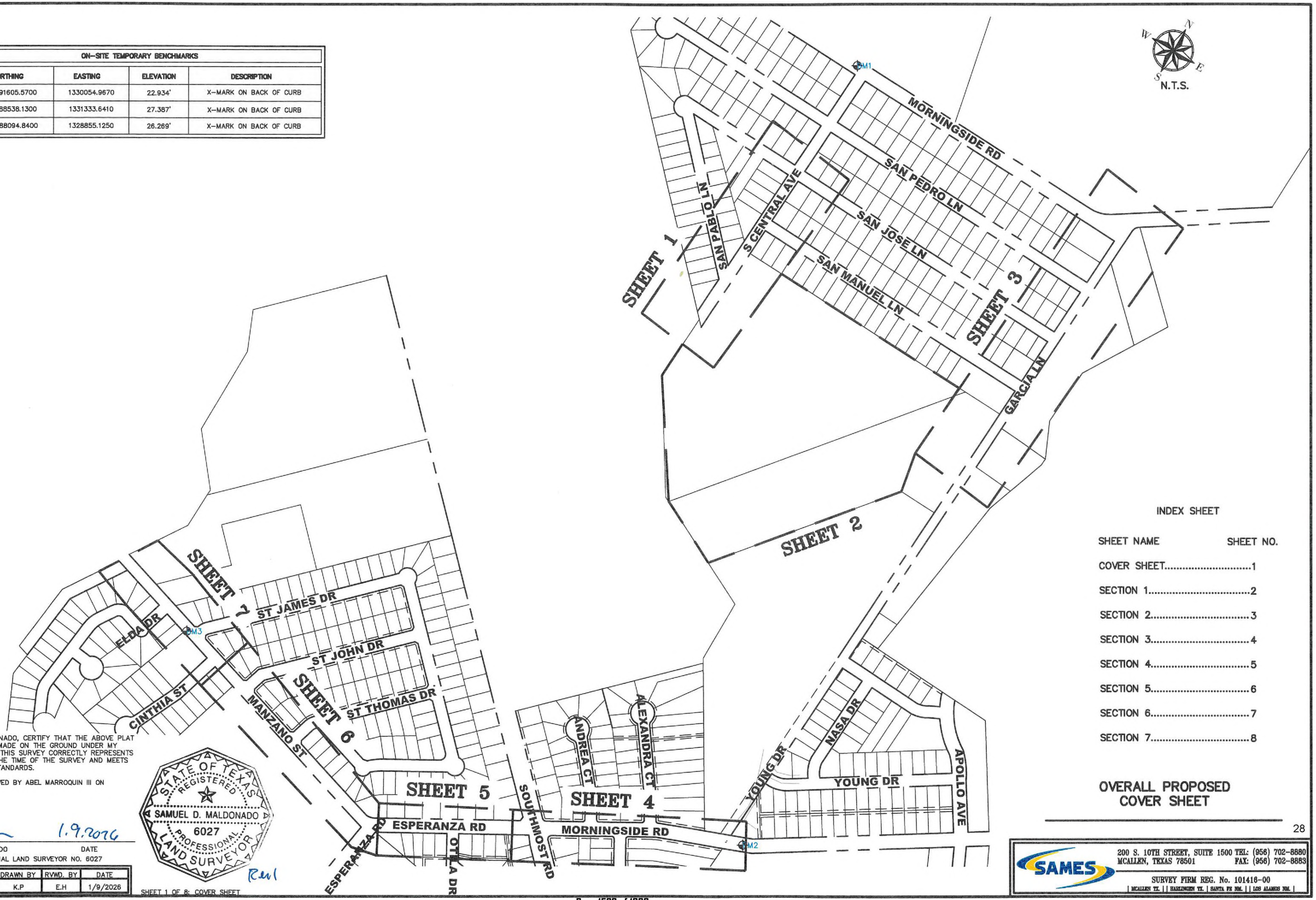
TCP(1-2)-18

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REVISIONS 4-90 4-98 2-94 2-12 1-97 2-18	0921	06	360	S.N.T. III
	DIST	COUNTY		SHEET NO.
	PHR	CAMERON		27

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ON-SITE TEMPORARY BENCHMARKS				
BM I.D.	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	16491605.5700	1330054.9670	22.934'	X-MARK ON BACK OF CURB
2	16488538.1300	1331333.6410	27.387'	X-MARK ON BACK OF CURB
3	16488094.8400	1328855.1250	26.269'	X-MARK ON BACK OF CURB



INDEX SHEET

SHEET NAME	SHEET NO.
COVER SHEET	1
SECTION 1	2
SECTION 2	3
SECTION 3	4
SECTION 4	5
SECTION 5	6
SECTION 6	7
SECTION 7	8

OVERALL PROPOSED COVER SHEET

I, SAMUEL DAVID MALDONADO, CERTIFY THAT THE ABOVE PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THIS SURVEY CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY AND MEETS THE MINIMUM SURVEY STANDARDS.

REV. 1 COMMENTS RECEIVED BY ABEL MARROQUIN III ON 01/08/2026

STATE OF TEXAS
REGISTERED
SAMUEL D. MALDONADO
6027
PROFESSIONAL
LAND SURVEYOR

1.9.2026

SAMUEL DAVID MALDONADO — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6027

JOB NUMBER	DRAWN BY	RVWD. BY	DATE
STK 25.046	K.P	E.H	1/9/2026

SHEET 1 OF 8: COVER SHEET

SAMES
200 S. 10TH STREET, SUITE 1500 MCALLEN, TEXAS 78501
TEL: (956) 702-8880
FAX: (956) 702-8883
SURVEY FIRM REG. No. 101416-00
| MCALLEN TX. | | HARLINGEN TX. | SANTA FE NM. | | LOS ALAMOS NM. |

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DATE: 2/9/2026 9:53:38 AM
FILE: \\mcallen2\sbproj_mcallen2\Projectfu3121\WA# 02 Southmost Nature Trail Phase III\4 - DesignPlan Set\DGNplanSheets\3. Roadway\312135GNAD01_All Data_Sh-1.dgn

		Station	Northing	Easting
Element: Linear				
POT	(POT)	1000.000 R1	16488198.12	1328768.451
PC	(PC)	1123.856 R1	16488250.45	1328656.189
Tangential Direction:		N65.011°W		
Tangential Length:		123.856		
Element: Circular				
PC	(PC)	1123.856 R1	16488250.45	1328656.189
PI	(PI)	1128.744 R1	16488252.51	1328651.759
CC	(CC)		16488273.11	1328666.75
PT	(PT)	1133.510 R1	16488256.09	1328648.433
Radius:		25		
Delta:		22.124°	Right	
Degree of Curvature (Arc):		31.912°		
Length:		9.653		
Tangent:		4.888		
Chord:		9.594		
Middle Ordinate:		0.465		
External:		0.473		
Back Tangent Direction:		N65.011°W		
Back Radial Direction:		N24.989°E		
Chord Direction:		N53.949°W		
Ahead Radial Direction:		N47.114°E		
Ahead Tangent Direction:		N42.886°W		
Element: Linear				
PT	(PT)	1133.510 R1	16488256.09	1328648.433
PC	(PC)	1180.143 R1	16488290.26	1328616.697
Tangential Direction:		N42.886°W		
Tangential Length:		46.633		
Element: Circular				
PC	(PC)	1180.143 R1	16488290.26	1328616.697
PI	(PI)	1197.753 R1	16488303.16	1328604.712
CC	(CC)		16488307.27	1328635.014
PT	(PT)	1210.827 R1	16488318.79	1328612.826
Radius:		25		
Delta:		70.322°	Right	
Degree of Curvature (Arc):		31.912°		
Length:		30.684		
Tangent:		17.61		
Chord:		28.794		
Middle Ordinate:		4.562		
External:		5.58		
Element: Linear				
PT	(PT)	1210.827 R1	16488318.79	1328612.826
PC	(PC)	1409.459 R1	16488495.08	1328704.347
Tangential Direction:		N27.436°E		
Tangential Length:		198.632		
Element: Circular				
PC	(PC)	1409.459 R1	16488495.08	1328704.347
PI	(PI)	1415.943 R1	16488500.84	1328707.335
CC	(CC)		16488506.6	1328682.159
PT	(PT)	1422.147 R1	16488507.32	1328707.149
Radius:		25		
Delta:		29.078°	Left	
Degree of Curvature (Arc):		31.912°		
Length:		12.688		
Tangent:		6.484		
Chord:		12.552		
Middle Ordinate:		0.801		
External:		0.827		
Element: Linear				
PT	(PT)	1422.147 R1	16488507.32	1328707.149
PC	(PC)	1597.865 R1	16488682.97	1328702.112
Tangential Direction:		N1.642°W		
Tangential Length:		175.718		
Element: Circular				
PC	(PC)	1597.865 R1	16488682.97	1328702.112
PI	(PI)	1608.582 R1	16488693.68	1328701.805
CC	(CC)		16488683.68	1328727.102
PT	(PT)	1618.114 R1	16488701.29	1328709.352
Radius:		25		
Delta:		46.406°	Right	
Degree of Curvature (Arc):		31.912°		
Length:		20.248		
Tangent:		10.716		
Chord:		19.699		
Middle Ordinate:		2.022		
External:		2.2		

		Station	Northing	Easting
Element: Linear				
PT	(PT)	1618.114 R1	16488701.29	1328709.352
PC	(PC)	1863.826 R1	16488875.75	1328882.378
Tangential Direction:		N44.763°E		
Tangential Length:		245.712		
Element: Circular				
PC	(PC)	1863.826 R1	16488875.75	1328882.378
PI	(PI)	1888.825 R1	16488893.5	1328899.981
CC	(CC)		16488858.14	1328900.128
PT	(PT)	1903.095 R1	16488875.89	1328917.732
Radius:		25		
Delta:		89.998°	Right	
Degree of Curvature (Arc):		31.912°		
Length:		39.269		
Tangent:		24.999		
Chord:		35.355		
Middle Ordinate:		7.322		
External:		10.355		
Element: Linear				
PT	(PT)	1903.095 R1	16488875.89	1328917.732
PC	(PC)	2049.512 R1	16488772.79	1329021.696
Tangential Direction:		S45.239°E		
Tangential Length:		146.417		
Element: Circular				
PC	(PC)	2049.512 R1	16488772.79	1329021.696
PI	(PI)	2053.669 R1	16488769.87	1329024.647
CC	(CC)		16488737.29	1328986.488
PT	(PT)	2057.807 R1	16488766.49	1329027.075
Radius:		50		
Delta:		9.505°	Right	
Degree of Curvature (Arc):		15.956°		
Length:		8.295		
Tangent:		4.157		
Chord:		8.285		
Middle Ordinate:		0.172		
External:		0.173		
Element: Linear				
PT	(PT)	2057.807 R1	16488766.49	1329027.075
PC	(PC)	2074.172 R1	16488753.21	1329036.632
Tangential Direction:		S35.734°E		
Tangential Length:		16.365		
Element: Circular				
PC	(PC)	2074.172 R1	16488753.21	1329036.632
PI	(PI)	2079.327 R1	16488749.02	1329039.643
CC	(CC)		16488759.05	1329044.75
PT	(PT)	2083.691 R1	16488749.05	1329044.797
Radius:		10		
Delta:		54.539°	Left	
Degree of Curvature (Arc):		79.779°		
Length:		9.519		
Tangent:		5.155		
Chord:		9.163		
Middle Ordinate:		1.111		
External:		1.25		
Element: Linear				
PT	(PT)	2083.691 R1	16488749.05	1329044.797
PC	(PC)	2087.107 R1	16488749.07	1329048.213
Tangential Direction:		N89.728°E		
Tangential Length:		3.416		
Element: Circular				
PC	(PC)	2087.107 R1	16488749.07	1329048.213
PI	(PI)	2092.974 R1	16488749.09	1329054.08
CC	(CC)		16488759.07	1329048.166
PT	(PT)	2097.718 R1	16488754.23	1329056.918
Radius:		10		
Delta:		60.799°	Left	
Degree of Curvature (Arc):		79.779°		
Length:		10.611		
Tangent:		5.867		
Chord:		10.121		
Middle Ordinate:		1.375		
External:		1.594		

		Station	Northing	Easting
Element: Linear				
PT	(PT)	2097.718 R1	16488754.23	1329056.918
PC	(PC)	2101.282 R1	16488757.35	1329058.642
Tangential Direction:		N28.929°E		
Tangential Length:		3.563		
Element: Circular				
PC	(PC)	2101.282 R1	16488757.35	1329058.642
PI	(PI)	2108.205 R1	16488763.41	1329061.99
CC	(CC)		16488733.16	1329102.403
PT	(PT)	2115.040 R1	16488768.33	1329066.859
Radius:		50		
Delta:		15.766°	Right	
Degree of Curvature (Arc):		15.956°		
Length:		13.758		
Tangent:		6.923		
Chord:		13.715		
Middle Ordinate:		0.472		
External:		0.477		
Element: Linear				
PT	(PT)	2115.040 R1	16488768.33	1329066.859
PC	(PC)	2251.038 R1	16488865	1329162.51
Tangential Direction:		N44.694°E		
Tangential Length:		135.998		
Element: Circular				
PC	(PC)	2251.038 R1	16488865	1329162.51
PI	(PI)	2275.831 R1	16488882.63	1329179.947
CC	(CC)		16488847.42	1329180.281
PT	(PT)	2290.100 R1	16488865.34	1329197.716
Radius:		25		
Delta:		89.524°	Right	
Degree of Curvature (Arc):		31.912°		
Length:		39.062		
Tangent:		24.793		
Chord:		35.208		
Middle Ordinate:		7.249		
External:		10.209		
Element: Linear				
PT	(PT)	2290.100 R1	16488865.34	1329197.716
PC	(PC)	2439.669 R1	16488761.03	1329304.912
Tangential Direction:		S45.782°E		
Tangential Length:		149.57		
Element: Circular				
PC	(PC)	2439.669 R1	16488761.03	1329304.912
PI	(PI)	2464.862 R1	16488743.46	1329322.967
CC	(CC)		16488743.11	1329287.477
PT	(PT)	2479.131 R1	16488725.54	1329305.26
Radius:		25		
Delta:		90.439°	Right	
Degree of Curvature (Arc):		31.912°		
Length:		39.462		
Tangent:		25.192		
Chord:		35.491		
Middle Ordinate:		7.39		
External:		10.492		
Element: Linear				
PT	(PT)	2479.131 R1	16488725.54	1329305.26
PC	(PC)	3172.710 R1	16488232.18	1328817.769
Tangential Direction:		S44.657°W		
Tangential Length:		693.58		
Element: Circular				
PC	(PC)	3172.710 R1	16488232.18	1328817.769
PI	(PI)	3188.167 R1	16488221.19	1328806.905
CC	(CC)		16488302.47	1328746.636
PT	(PT)	3203.381 R1	16488213.98	1328793.229
Radius:		100		
Delta:		17.573°	Right	
Degree of Curvature (Arc):		187.978°		
Length:		30.67		
Tangent:		15.456		
Chord:		30.55		
Middle Ordinate:		1.174		
External:		1.187		

STATE OF TEXAS
ABEL MARROQUIN III
134752
REGISTERED PROFESSIONAL ENGINEER
P.E.
03-04-26

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On the Border. By the Sea.

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1400, BROADFIELD BLVD.
HOUSTON, TEXAS-77084
TEXAS BOARD OF PROFESSIONAL ENGINEERS NO: 4440

Texas Department of Transportation

SOUTHMOST NATURE TRAIL PHASE III

ALIGNMENT DATA SHEET

SCALE: HORIZ: 1" = 40'
SCALE: NTS
SHEET 1 OF 4

CONT	SECT	JOB	HIGHWAY
0921	06	360	S.N.T.III
DIST	COUNTY		SHEET NO.
PHR	CAMERON		29

100% SUBMITTAL

DATE: 2/9/2026 9:54:23 AM
FILE: \\mcallen2\sbproj_mcallen2\Project\u3121\WA# 02 Southmost Nature Trail Phase III\4 - Design\Plan Set\DGN\plan Sheets\3. Roadway\312135GNAD01_Alignment Data_Sh-2.dgn

		Station	Northing	Easting
Element: Linear				
PT	(PT)	3203.381 R1	16488213.98	1328793.229
PC	(PC)	3217.111 R1	16488207.59	1328781.079
Tangential Direction:		S62.230°W		
Tangential Length:		13.731		
Element: Circular				
PC	(PC)	3217.111 R1	16488207.59	1328781.079
PI	(PI)	3233.958 R1	16488199.74	1328766.173
CC	(CC)		16488163.35	1328804.375
PT	(PT)	3249.610 R1	16488184.47	1328759.056
Radius:		50		
Delta:		37.240°	Left	
Degree of Curvature (Arc):		15.956°		
Length:		32.498		
Tangent:		16.847		
Chord:		31.929		
Middle Ordinate:		2.617		
External:		2.762		
Element: Linear				
PT	(PT)	3249.610 R1	16488184.47	1328759.056
PI	(PI)	3274.058 R1	16488162.31	1328748.728
Tangential Direction:		S24.989°W		
Tangential Length:		24.448		
Element: Linear				
PI	(PI)	3274.058 R1	16488162.31	1328748.728
PC	(PC)	4478.694 R1	16487822.06	1329904.312
Tangential Direction:		S73.593°E		
Tangential Length:		1204.636		
Element: Circular				
PC	(PC)	4478.694 R1	16487822.06	1329904.312
PI	(PI)	4500.183 R1	16487815.99	1329924.927
CC	(CC)		16487870.02	1329918.435
PT	(PT)	4519.286 R1	16487826.77	1329943.517
Radius:		50		
Delta:		46.515°	Left	
Degree of Curvature (Arc):		15.956°		
Length:		40.592		
Tangent:		21.489		
Chord:		39.486		
Middle Ordinate:		4.063		
External:		4.422		
Element: Linear				
PT	(PT)	4519.286 R1	16487826.77	1329943.517
PC	(PC)	5136.782 R1	16488136.52	1330477.7
Tangential Direction:		N59.892°E		
Tangential Length:		617.496		
Element: Circular				
PC	(PC)	5136.782 R1	16488136.52	1330477.7
PI	(PI)	5138.741 R1	16488137.51	1330479.395
CC	(CC)		16488140.85	1330475.192
PT	(PT)	5140.516 R1	16488139.38	1330479.971
Radius:		5		
Delta:		42.792°	Left	
Degree of Curvature (Arc):		159.558°		
Length:		3.734		
Tangent:		1.959		
Chord:		3.648		
Middle Ordinate:		0.345		
External:		0.37		
Element: Linear				
PT	(PT)	5140.516 R1	16488139.38	1330479.971
PC	(PC)	5149.806 R1	16488148.26	1330482.702
Tangential Direction:		N17.099°E		
Tangential Length:		9.29		
Element: Circular				
PC	(PC)	5149.806 R1	16488148.26	1330482.702
PI	(PI)	5152.229 R1	16488150.57	1330483.415
CC	(CC)		16488146.79	1330487.481
PT	(PT)	5154.318 R1	16488151.45	1330485.674
Radius:		5		
Delta:		51.708°	Right	
Degree of Curvature (Arc):		159.558°		
Length:		4.512		
Tangent:		2.423		
Chord:		4.361		
Middle Ordinate:		0.5		
External:		0.556		

		Station	Northing	Easting
Element: Linear				
PT	(PT)	5154.318 R1	16488151.45	1330485.674
PC	(PC)	5239.614 R1	16488182.29	1330565.2
Tangential Direction:		N68.807°E		
Tangential Length:		85.295		
Element: Circular				
PC	(PC)	5239.614 R1	16488182.29	1330565.2
PI	(PI)	5248.010 R1	16488185.32	1330573.028
CC	(CC)		16488205.6	1330556.162
PT	(PT)	5255.814 R1	16488192.47	1330577.437
Radius:		25		
Delta:		37.128°	Left	
Degree of Curvature (Arc):		31.912°		
Length:		16.2		
Tangent:		8.396		
Chord:		15.918		
Middle Ordinate:		1.301		
External:		1.372		
Element: Linear				
PT	(PT)	5255.814 R1	16488192.47	1330577.437
PC	(PC)	5256.670 R1	16488193.19	1330577.887
Tangential Direction:		N31.679°E		
Tangential Length:		0.856		
Element: Circular				
PC	(PC)	5256.670 R1	16488193.19	1330577.887
PI	(PI)	5262.905 R1	16488198.5	1330581.161
CC	(CC)		16488180.07	1330599.162
PT	(PT)	5268.892 R1	16488201.65	1330586.545
Radius:		25		
Delta:		28.011°	Right	
Degree of Curvature (Arc):		31.912°		
Length:		12.222		
Tangent:		6.236		
Chord:		12.101		
Middle Ordinate:		0.743		
External:		0.766		
Element: Linear				
PT	(PT)	5268.892 R1	16488201.65	1330586.545
PC	(PC)	5279.848 R1	16488207.18	1330596.003
Tangential Direction:		N59.689°E		
Tangential Length:		10.956		
Element: Circular				
PC	(PC)	5279.848 R1	16488207.18	1330596.003
PI	(PI)	5283.483 R1	16488209.01	1330599.141
CC	(CC)		16488185.6	1330608.62
PT	(PT)	5287.067 R1	16488209.88	1330602.672
Radius:		25		
Delta:		16.545°	Right	
Degree of Curvature (Arc):		31.912°		
Length:		7.219		
Tangent:		3.635		
Chord:		7.194		
Middle Ordinate:		0.26		
External:		0.263		
Element: Linear				
PT	(PT)	5287.067 R1	16488209.88	1330602.672
PC	(PC)	5308.207 R1	16488214.91	1330623.205
Tangential Direction:		N76.234°E		
Tangential Length:		21.14		
Element: Circular				
PC	(PC)	5308.207 R1	16488214.91	1330623.205
PI	(PI)	5311.818 R1	16488215.77	1330626.712
CC	(CC)		16488239.19	1330617.256
PT	(PT)	5315.380 R1	16488217.58	1330629.833
Radius:		25		
Delta:		16.440°	Left	
Degree of Curvature (Arc):		31.912°		
Length:		7.173		
Tangent:		3.611		
Chord:		7.149		
Middle Ordinate:		0.257		
External:		0.259		

		Station	Northing	Easting
Element: Linear				
PT	(PT)	5315.380 R1	16488217.58	1330629.833
PC	(PC)	5762.010 R1	16488442.28	1331015.823
Tangential Direction:		N59.795°E		
Tangential Length:		446.63		
Element: Circular				
PC	(PC)	5762.010 R1	16488442.28	1331015.823
PI	(PI)	5802.291 R1	16488462.55	1331050.635
CC	(CC)		16488010.17	1331267.373
PT	(PT)	5842.398 R1	16488476.98	1331088.242
Radius:		500		
Delta:		9.212°	Right	
Degree of Curvature (Arc):		37.596°		
Length:		80.389		
Tangent:		40.281		
Chord:		80.302		
Middle Ordinate:		1.615		
External:		1.62		
Element: Linear				
PT	(PT)	5842.398 R1	16488476.98	1331088.242
PC	(PC)	6010.037 R1	16488537.04	1331244.753
Tangential Direction:		N69.007°E		
Tangential Length:		167.638		
Element: Circular				
PC	(PC)	6010.037 R1	16488537.04	1331244.753
PI	(PI)	6026.392 R1	16488542.9	1331260.023
CC	(CC)		16488560.38	1331235.796
PT	(PT)	6039.003 R1	16488559.24	1331260.77
Radius:		25		
Delta:		66.387°	Left	
Degree of Curvature (Arc):		31.912°		
Length:		28.967		
Tangent:		16.356		
Chord:		27.373		
Middle Ordinate:		4.079		
External:		4.875		
Element: Linear				
PT	(PT)	6039.003 R1	16488559.24	1331260.77
PC	(PC)	6167.808 R1	16488687.91	1331266.657
Tangential Direction:		N2.619°E		
Tangential Length:		128.804		
Element: Circular				
PC	(PC)	6167.808 R1	16488687.91	1331266.657
PI	(PI)	6180.572 R1	16488700.66	1331267.24
CC	(CC)		16488697.05	1331066.866
PT	(PT)	6193.302 R1	16488713.38	1331266.198
Radius:		200		
Delta:		7.303°	Left	
Degree of Curvature (Arc):		93.989°		
Length:		25.494		
Tangent:		12.764		
Chord:		25.477		
Middle Ordinate:		0.406		
External:		0.407		
Element: Linear				
PT	(PT)	6193.302 R1	16488713.38	1331266.198
PC	(PC)	6350.037 R1	16488869.59	1331253.398
Tangential Direction:		N4.684°W		
Tangential Length:		156.736		
Element: Circular				
PC	(PC)	6350.037 R1	16488869.59	1331253.398
PI	(PI)	6357.758 R1	16488877.29	1331252.768
CC	(CC)		16488867.55	1331228.482
PT	(PT)	6365.014 R1	16488883.29	1331247.908
Radius:		25		
Delta:		34.324°	Left	
Degree of Curvature (Arc):		31.912°		
Length:		14.977		
Tangent:		7.721		
Chord:		14.754		
Middle Ordinate:		1.113		
External:		1.165		

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03-04-26

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HOUSTON, TEXAS-77084
TEXAS BOARD OF PROFESSIONAL ENGINEERS NO: 4440

Texas Department of Transportation

SOUTHMOST NATURE TRAIL PHASE III

ALIGNMENT DATA SHEET

SCALE: NTS SHEET 2 OF 4

CONT	SECT	JOB	HIGHWAY
0921	06	360	S.N.T.III
DIST	COUNTY		SHEET NO.
PHR	CAMERON		30

100% SUBMITTAL

DATE: 2/9/2026 9:55:18 AM
FILE: \\mcallen2\sbproj_mcallen2\Projectlu3121\WA# 02 Southmost Nature Trail Phase III\4 - Design\Plan Set\DGN\plan Sheets\3. Roadway\312135GNAD01_Ali Data_Sh-3.dgn

		Station	Northing	Easting
Element: Linear				
PT	(PT)	6365.014 R1	16488883.29	1331247.908
PC	(PC)	6723.931 R1	16489162.19	1331021.996
Tangential Direction:		N39.008°W		
Tangential Length:		358.917		
Element: Circular				
PC	(PC)	6723.931 R1	16489162.19	1331021.996
PI	(PI)	6728.481 R1	16489165.72	1331019.132
CC	(CC)		16489193.66	1331060.849
PT	(PT)	6733.007 R1	16489169.72	1331016.953
Radius:		50		
Delta:		10.400°	Right	
Degree of Curvature (Arc):		15.956°		
Length:		9.076		
Tangent:		4.55		
Chord:		9.063		
Middle Ordinate:		0.206		
External:		0.207		
Element: Linear				
PT	(PT)	6733.007 R1	16489169.72	1331016.953
PC	(PC)	6900.167 R1	16489316.47	1330936.915
Tangential Direction:		N28.608°W		
Tangential Length:		167.16		
Element: Circular				
PC	(PC)	6900.167 R1	16489316.47	1330936.915
PI	(PI)	6907.908 R1	16489323.27	1330933.208
CC	(CC)		16489340.41	1330980.811
PT	(PT)	6915.528 R1	16489330.86	1330931.731
Radius:		50		
Delta:		17.603°	Right	
Degree of Curvature (Arc):		15.956°		
Length:		15.362		
Tangent:		7.742		
Chord:		15.301		
Middle Ordinate:		0.589		
External:		0.596		
Element: Linear				
PT	(PT)	6915.528 R1	16489330.86	1330931.731
PC	(PC)	6991.546 R1	16489405.48	1330917.219
Tangential Direction:		N11.005°W		
Tangential Length:		76.018		
Element: Circular				
PC	(PC)	6991.546 R1	16489405.48	1330917.219
PI	(PI)	7057.994 R1	16489470.71	1330904.535
CC	(CC)		16489376.85	1330769.978
PT	(PT)	7116.648 R1	16489505.14	1330847.704
Radius:		150		
Delta:		47.785°	Left	
Degree of Curvature (Arc):		125.319°		
Length:		125.102		
Tangent:		66.448		
Chord:		121.507		
Middle Ordinate:		12.854		
External:		14.059		
Element: Linear				
PT	(PT)	7116.648 R1	16489505.14	1330847.704
PC	(PC)	7643.130 R1	16489777.95	1330397.417
Tangential Direction:		N58.790°W		
Tangential Length:		526.482		
Element: Circular				
PC	(PC)	7643.130 R1	16489777.95	1330397.417
PI	(PI)	7683.301 R1	16489798.77	1330363.06
CC	(CC)		16489906.24	1330475.144
PT	(PT)	7721.629 R1	16489833.97	1330343.705
Radius:		150		
Delta:		29.985°	Right	
Degree of Curvature (Arc):		125.319°		
Length:		78.499		
Tangent:		40.171		
Chord:		77.607		
Middle Ordinate:		5.106		
External:		5.286		

		Station	Northing	Easting
Element: Linear				
PT	(PT)	7721.629 R1	16489833.97	1330343.705
PC	(PC)	7838.070 R1	16489936	1330287.599
Tangential Direction:		N28.806°W		
Tangential Length:		116.441		
Element: Circular				
PC	(PC)	7838.070 R1	16489936	1330287.599
PI	(PI)	7850.088 R1	16489946.53	1330281.808
CC	(CC)		16489984.18	1330375.225
PT	(PT)	7861.992 R1	16489958.13	1330278.677
Radius:		100		
Delta:		13.706°	Right	
Degree of Curvature (Arc):		187.978°		
Length:		23.922		
Tangent:		12.018		
Chord:		23.865		
Middle Ordinate:		0.714		
External:		0.72		
Element: Linear				
PT	(PT)	7861.992 R1	16489958.13	1330278.677
PC	(PC)	7863.537 R1	16489959.63	1330278.275
Tangential Direction:		N15.099°W		
Tangential Length:		1.545		
Element: Circular				
PC	(PC)	7863.537 R1	16489959.63	1330278.275
PI	(PI)	7878.107 R1	16489973.69	1330274.48
CC	(CC)		16489946.6	1330230.001
PT	(PT)	7891.891 R1	16489983.52	1330263.722
Radius:		50		
Delta:		32.492°	Left	
Degree of Curvature (Arc):		15.956°		
Length:		28.354		
Tangent:		14.57		
Chord:		27.976		
Middle Ordinate:		1.996		
External:		2.08		
Element: Linear				
PT	(PT)	7891.891 R1	16489983.52	1330263.722
PC	(PC)	7971.570 R1	16490037.26	1330204.892
Tangential Direction:		N47.591°W		
Tangential Length:		79.679		
Element: Circular				
PC	(PC)	7971.570 R1	16490037.26	1330204.892
PI	(PI)	7980.884 R1	16490043.54	1330198.014
CC	(CC)		16490074.17	1330238.613
PT	(PT)	7989.987 R1	16490051.87	1330193.861
Radius:		50		
Delta:		21.105°	Right	
Degree of Curvature (Arc):		15.956°		
Length:		18.417		
Tangent:		9.314		
Chord:		18.313		
Middle Ordinate:		0.846		
External:		0.86		
Element: Linear				
PT	(PT)	7989.987 R1	16490051.87	1330193.861
PC	(PC)	8121.072 R1	16490169.2	1330135.399
Tangential Direction:		N26.486°W		
Tangential Length:		131.085		
Element: Circular				
PC	(PC)	8121.072 R1	16490169.2	1330135.399
PI	(PI)	8136.462 R1	16490182.98	1330128.535
CC	(CC)		16490213.8	1330224.903
PT	(PT)	8151.613 R1	16490198.18	1330126.131
Radius:		100		
Delta:		17.499°	Right	
Degree of Curvature (Arc):		187.978°		
Length:		30.541		
Tangent:		15.39		
Chord:		30.422		
Middle Ordinate:		1.164		
External:		1.177		

		Station	Northing	Easting
Element: Linear				
PT	(PT)	8151.613 R1	16490198.18	1330126.131
PC	(PC)	8369.914 R1	16490413.8	1330092.027
Tangential Direction:		N8.988°W		
Tangential Length:		218.301		
Element: Circular				
PC	(PC)	8369.914 R1	16490413.8	1330092.027
PI	(PI)	8389.549 R1	16490433.19	1330088.96
CC	(CC)		16490429.42	1330190.799
PT	(PT)	8408.691 R1	16490452.31	1330093.453
Radius:		100		
Delta:		22.218°	Right	
Degree of Curvature (Arc):		187.978°		
Length:		38.777		
Tangent:		19.635		
Chord:		38.535		
Middle Ordinate:		1.874		
External:		1.909		
Element: Linear				
PT	(PT)	8408.691 R1	16490452.31	1330093.453
PC	(PC)	8409.534 R1	16490453.13	1330093.647
Tangential Direction:		N13.230°E		
Tangential Length:		0.844		
Element: Circular				
PC	(PC)	8409.534 R1	16490453.13	1330093.647
PI	(PI)	8426.708 R1	16490469.85	1330097.577
CC	(CC)		16490466.86	1330035.239
PT	(PT)	8442.988 R1	16490486.11	1330092.066
Radius:		60		
Delta:		31.946°	Left	
Degree of Curvature (Arc):		313.297°		
Length:		33.454		
Tangent:		17.174		
Chord:		33.022		
Middle Ordinate:		2.316		
External:		2.41		
Element: Linear				
PT	(PT)	8442.988 R1	16490486.11	1330092.066
PC	(PC)	8443.612 R1	16490486.7	1330091.866
Tangential Direction:		N18.716°W		
Tangential Length:		0.624		
Element: Circular				
PC	(PC)	8443.612 R1	16490486.7	1330091.866
PI	(PI)	8461.365 R1	16490503.52	1330086.169
CC	(CC)		16490518.79	1330186.578
PT	(PT)	8478.753 R1	16490521.26	1330086.609
Radius:		100		
Delta:		20.134°	Right	
Degree of Curvature (Arc):		187.978°		
Length:		35.141		
Tangent:		17.753		
Chord:		34.96		
Middle Ordinate:		1.54		
External:		1.564		
Element: Linear				
PT	(PT)	8478.753 R1	16490521.26	1330086.609
PC	(PC)	8579.377 R1	16490621.86	1330089.099
Tangential Direction:		N1.418°E		
Tangential Length:		100.624		
Element: Circular				
PC	(PC)	8579.377 R1	16490621.86	1330089.099
PI	(PI)	8609.946 R1	16490652.42	1330089.856
CC	(CC)		16490621.24	1330114.091
PT	(PT)	8623.641 R1	16490645.61	1330119.657
Radius:		25		
Delta:		101.445°	Right	
Degree of Curvature (Arc):		31.912°		
Length:		44.264		
Tangent:		30.569		
Chord:		38.705		
Middle Ordinate:		9.173		
External:		14.49		

STATE OF TEXAS
ABEL MARROQUIN III
134752
REGISTERED PROFESSIONAL ENGINEER
P.E.
03-04-26

BROWNSVILLE
On the Border, By the Sea

RRP CONSULTING ENGINEERS LLC
1400, BROADFIELD BLVD.
HOUSTON, TEXAS-77084
TEXAS BOARD OF PROFESSIONAL ENGINEERS NO: 4440

Texas Department of Transportation

SOUTHMOST NATURE TRAIL PHASE III

ALIGNMENT DATA SHEET

SCALE: NTS SHEET 3 OF 4

CONT	SECT	JOB	HIGHWAY
0921	06	360	S.N.T.III
DIST	COUNTY		SHEET NO.
PHR	CAMERON		31

100% SUBMITTAL

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		Station	Northing	Easting
Element: Linear				
PT	(PT)	8623.641 R1	16490645.61	1330119.657
PC	(PC)	8705.313 R1	16490627.43	1330199.28
Tangential Direction:		S77.137°E		
Tangential Length:		81.673		
Element: Circular				
PC	(PC)	8705.313 R1	16490627.43	1330199.28
PI	(PI)	8722.153 R1	16490623.68	1330215.697
CC	(CC)		16490578.68	1330188.148
PT	(PT)	8737.799 R1	16490610.76	1330226.501
Radius:		50		
Delta:		37.226°	Right	
Degree of Curvature (Arc):		15.956°		
Length:		32.486		
Tangent:		16.839		
Chord:		31.917		
Middle Ordinate:		2.615		
External:		2.759		
Element: Linear				
PT	(PT)	8737.799 R1	16490610.76	1330226.501
PC	(PC)	8771.614 R1	16490584.83	1330248.196
Tangential Direction:		S39.911°E		
Tangential Length:		33.815		
Element: Circular				
PC	(PC)	8771.614 R1	16490584.83	1330248.196
PI	(PI)	8801.508 R1	16490561.9	1330267.376
CC	(CC)		16490616.91	1330286.548
PT	(PT)	8825.500 R1	16490567.94	1330296.654
Radius:		50		
Delta:		61.750°	Left	
Degree of Curvature (Arc):		15.956°		
Length:		53.887		
Tangent:		29.895		
Chord:		51.316		
Middle Ordinate:		7.085		
External:		8.255		
Element: Linear				
PT	(PT)	8825.500 R1	16490567.94	1330296.654
PC	(PC)	8959.079 R1	16490594.94	1330427.475
Tangential Direction:		N78.340°E		
Tangential Length:		133.578		
Element: Circular				
PC	(PC)	8959.079 R1	16490594.94	1330427.475
PI	(PI)	8964.359 R1	16490596	1330432.647
CC	(CC)		16490545.97	1330437.581
PT	(PT)	8969.601 R1	16490595.97	1330437.928
Radius:		50		
Delta:		12.058°	Right	
Degree of Curvature (Arc):		15.956°		
Length:		10.523		
Tangent:		5.281		
Chord:		10.503		
Middle Ordinate:		0.277		
External:		0.278		
Element: Linear				
PT	(PT)	8969.601 R1	16490595.97	1330437.928
PC	(PC)	9230.379 R1	16490594.16	1330698.699
Tangential Direction:		S89.602°E		
Tangential Length:		260.777		
Element: Circular				
PC	(PC)	9230.379 R1	16490594.16	1330698.699
PI	(PI)	9243.921 R1	16490594.06	1330712.241
CC	(CC)		16490644.16	1330699.046
PT	(PT)	9256.828 R1	16490600.82	1330723.979
Radius:		50		
Delta:		30.309°	Left	
Degree of Curvature (Arc):		15.956°		
Length:		26.45		
Tangent:		13.542		
Chord:		26.142		
Middle Ordinate:		1.739		
External:		1.801		
Element: Linear				
PT	(PT)	9256.828 R1	16490600.82	1330723.979
PC	(PC)	9280.259 R1	16490612.5	1330744.289
Tangential Direction:		N60.088°E		
Tangential Length:		23.431		
Element: Circular				
PC	(PC)	9280.259 R1	16490612.5	1330744.289
PI	(PI)	9299.034 R1	16490621.86	1330760.563
CC	(CC)		16490569.16	1330769.222
PT	(PT)	9316.180 R1	16490618.2	1330778.977
Radius:		50		
Delta:		41.162°	Right	
Degree of Curvature (Arc):		15.956°		
Length:		35.921		
Tangent:		18.775		
Chord:		35.153		
Middle Ordinate:		3.191		
External:		3.409		

		Station	Northing	Easting
Element: Linear				
PT	(PT)	9316.180 R1	16490618.2	1330778.977
PC	(PC)	9393.927 R1	16490603.03	1330855.23
Tangential Direction:		S78.750°E		
Tangential Length:		77.747		
Element: Circular				
PC	(PC)	9393.927 R1	16490603.03	1330855.23
PI	(PI)	9401.185 R1	16490601.62	1330862.349
CC	(CC)		16490627.55	1330860.107
PT	(PT)	9408.055 R1	16490604.23	1330869.119
Radius:		25		
Delta:		32.379°	Left	
Degree of Curvature (Arc):		31.912°		
Length:		14.128		
Tangent:		7.258		
Chord:		13.941		
Middle Ordinate:		0.991		
External:		1.032		
Element: Linear				
PT	(PT)	9408.055 R1	16490604.23	1330869.119
PC	(PC)	9433.264 R1	16490613.32	1330892.633
Tangential Direction:		N68.871°E		
Tangential Length:		25.209		
Element: Circular				
PC	(PC)	9433.264 R1	16490613.32	1330892.633
PI	(PI)	9441.677 R1	16490616.35	1330900.481
CC	(CC)		16490590	1330901.645
PT	(PT)	9449.496 R1	16490614.02	1330908.566
Radius:		25		
Delta:		37.201°	Right	
Degree of Curvature (Arc):		31.912°		
Length:		16.232		
Tangent:		8.414		
Chord:		15.948		
Middle Ordinate:		1.306		
External:		1.378		
Element: Linear				
PT	(PT)	9449.496 R1	16490614.02	1330908.566
PC	(PC)	9481.403 R1	16490605.19	1330939.226
Tangential Direction:		S73.928°E		
Tangential Length:		31.907		
Element: Circular				
PC	(PC)	9481.403 R1	16490605.19	1330939.226
PI	(PI)	9503.292 R1	16490599.13	1330960.26
CC	(CC)		16490653.23	1330953.068
PT	(PT)	9522.668 R1	16490610.47	1330978.981
Radius:		50		
Delta:		47.287°	Left	
Degree of Curvature (Arc):		15.956°		
Length:		41.266		
Tangent:		21.89		
Chord:		40.105		
Middle Ordinate:		4.197		
External:		4.582		
Element: Linear				
PT	(PT)	9522.668 R1	16490610.47	1330978.981
PC	(PC)	9587.384 R1	16490644.01	1331034.327
Tangential Direction:		N58.785°E		
Tangential Length:		64.715		
Element: Circular				
PC	(PC)	9587.384 R1	16490644.01	1331034.327
PI	(PI)	9602.357 R1	16490651.77	1331047.133
CC	(CC)		16490601.25	1331060.239
PT	(PT)	9616.481 R1	16490651.22	1331062.096
Radius:		50		
Delta:		33.344°	Right	
Degree of Curvature (Arc):		15.956°		
Length:		29.098		
Tangent:		14.974		
Chord:		28.689		
Middle Ordinate:		2.102		
External:		2.194		
Element: Linear				
PT	(PT)	9616.481 R1	16490651.22	1331062.096
PI	(PI)	9920.438 R1	16490639.93	1331365.844
Tangential Direction:		S87.872°E		
Tangential Length:		303.957		
Element: Linear				
PI	(PI)	9920.438 R1	16490639.93	1331365.844
PC	(PC)	10711.766 R1	16491430.4	1331402.558
Tangential Direction:		N2.659°E		
Tangential Length:		791.327		
Element: Circular				
PC	(PC)	10711.766 R1	16491430.4	1331402.558
PI	(PI)	10713.739 R1	16491432.37	1331402.65
CC	(CC)		16491429.01	1331432.526
PT	(PT)	10715.708 R1	16491434.32	1331402.999
Radius:		30		
Delta:		7.528°	Right	
Degree of Curvature (Arc):		266.593°		
Length:		3.942		
Tangent:		1.974		
Chord:		3.939		
Middle Ordinate:		0.065		
External:		0.065		

		Station	Northing	Easting
Element: Linear				
PT	(PT)	10715.708 R1	16491434.32	1331402.999
PC	(PC)	10725.607 R1	16491444.06	1331404.75
Tangential Direction:		N10.188°E		
Tangential Length:		9.899		
Element: Circular				
PC	(PC)	10725.607 R1	16491444.06	1331404.75
PI	(PI)	10734.115 R1	16491452.43	1331406.255
CC	(CC)		16491452.9	1331355.538
PT	(PT)	10742.461 R1	16491460.83	1331404.905
Radius:		50		
Delta:		19.314°	Left	
Degree of Curvature (Arc):		15.956°		
Length:		16.855		
Tangent:		8.508		
Chord:		16.775		
Middle Ordinate:		0.709		
External:		0.719		
Element: Linear				
PT	(PT)	10742.461 R1	16491460.83	1331404.905
PC	(PC)	10744.484 R1	16491462.83	1331404.584
Tangential Direction:		N9.126°W		
Tangential Length:		2.023		
Element: Circular				
PC	(PC)	10744.484 R1	16491462.83	1331404.584
PI	(PI)	10755.615 R1	16491473.82	1331402.819
CC	(CC)		16491470.76	1331453.952
PT	(PT)	10766.389 R1	16491484.52	1331405.882
Radius:		50		
Delta:		25.101°	Right	
Degree of Curvature (Arc):		15.956°		
Length:		21.904		
Tangent:		11.131		
Chord:		21.73		
Middle Ordinate:		1.195		
External:		1.224		
Element: Linear				
PT	(PT)	10766.389 R1	16491484.52	1331405.882
PC	(PC)	10766.577 R1	16491484.7	1331405.934
Tangential Direction:		N15.974°E		
Tangential Length:		0.188		
Element: Circular				
PC	(PC)	10766.577 R1	16491484.7	1331405.934
PI	(PI)	10772.403 R1	16491490.3	1331407.538
CC	(CC)		16491498.46	1331357.865
PT	(PT)	10778.177 R1	16491496.12	1331407.81
Radius:		50		
Delta:		13.292°	Left	
Degree of Curvature (Arc):		15.956°		
Length:		11.6		
Tangent:		5.826		
Chord:		11.574		
Middle Ordinate:		0.336		
External:		0.338		
Element: Linear				
PT	(PT)	10778.177 R1	16491496.12	1331407.81
PI	(PI)	10848.910 R1	16491566.78	1331411.12
Tangential Direction:		N2.682°E		
Tangential Length:		70.733		
Element: Linear				
PI	(PI)	10848.910 R1	16491566.78	1331411.12
PI	(PI)	10855.946 R1	16491567.11	1331404.093
Tangential Direction:		N87.343°W		
Tangential Length:		7.035		
Element: Linear				
PI	(PI)	10855.946 R1	16491567.11	1331404.093
PI	(PI)	10892.010 R1	16491548.1	1331373.443
Tangential Direction:		S58.196°W		
Tangential Length:		36.064		
Element: Linear				
PI	(PI)	10892.010 R1	16491548.1	1331373.443
PI	(PI)	10910.131 R1	16491548.91	1331355.34
Tangential Direction:		N87.430°W		
Tangential Length:		18.121		
Element: Linear				
PI	(PI)	10910.131 R1	16491548.91	1331355.34
POT	(POT)	10989.646 R1	16491616.31	1331313.153
Tangential Direction:		N32.043°W		
Tangential Length:		79.515		

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03-04-26

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SOUTHMOST NATURE TRAIL PHASE III

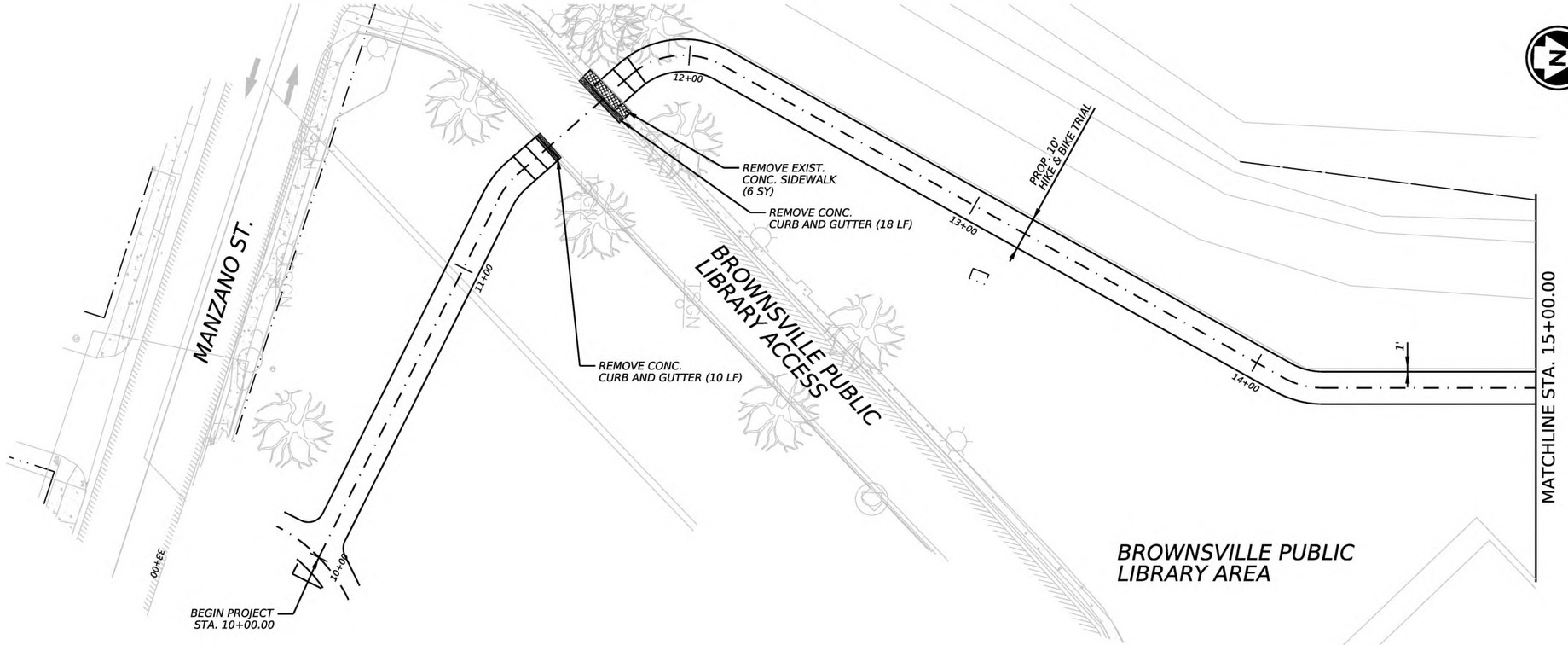
ALIGNMENT DATA SHEET

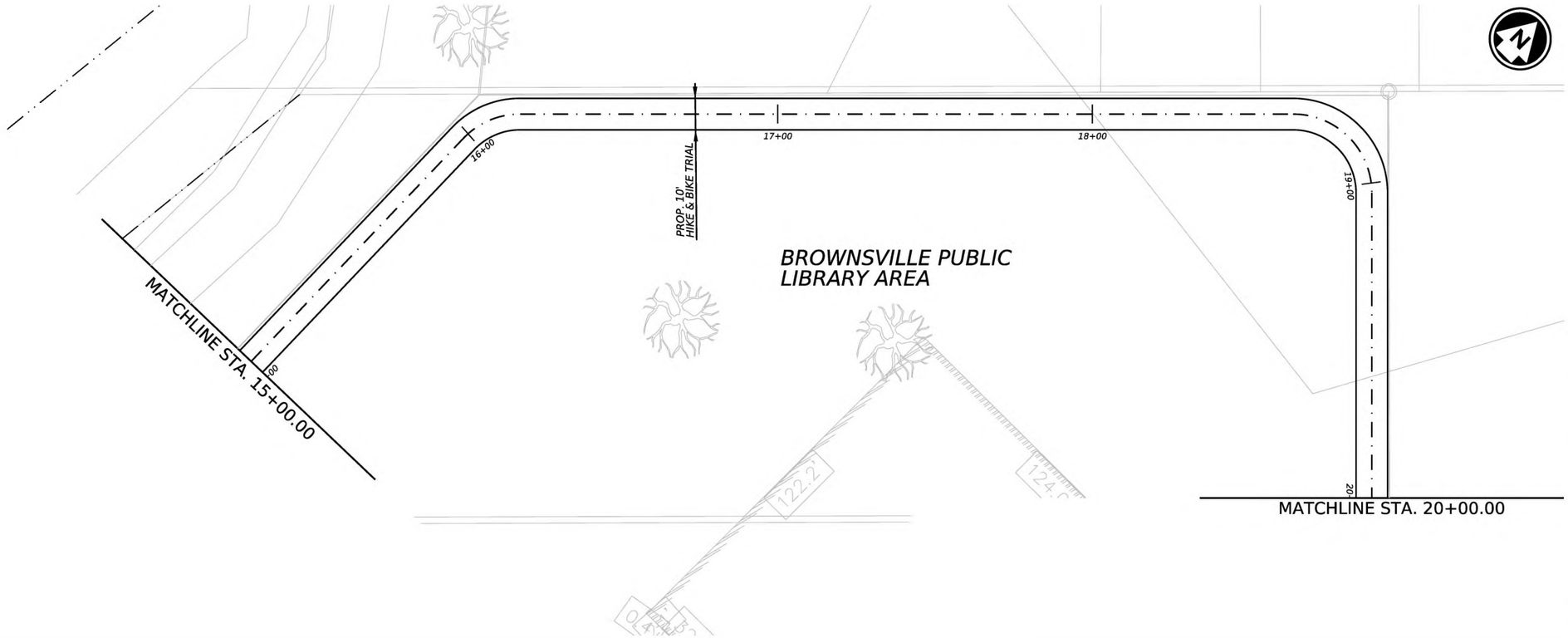
SCALE: NTS SHEET 4 OF 4

CONT	SECT	JOB	HIGHWAY
0921	06	360	S.N.T.III
DIST	COUNTY		SHEET NO.
PHR	CAMERON		32

100% SUBMITTAL

DATE: 2/10/2026 9:36:53 AM
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LEGEND

- EXIST. CONCRETE SIDEWALK/DRIVEWAY REMOVAL
- EXIST. CONCRETE CURB & GUTTER REMOVAL

STATE OF TEXAS
ABEL MARROQUIN III
134752
REGISTERED PROFESSIONAL ENGINEER
P.E.
03-04-26

BROWNSVILLE
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RRP CONSULTING ENGINEERS LLC
1400, BROADFIELD BLVD.
HOUSTON, TEXAS-77084
TEXAS BOARD OF PROFESSIONAL ENGINEERS NO: 4440

Texas Department of Transportation

SOUTHMOST NATURE TRAIL PHASE III

REMOVAL LAYOUTS

FROM STA. 10+00.00
TO STA. 20+00.00

SCALE: HORIZ: 1" = 40' SHEET 1 OF 10

CONT	SECT	JOB	HIGHWAY
0921	06	360	S.N.T.III
DIST	COUNTY		SHEET NO.
PHR	CAMERON		33

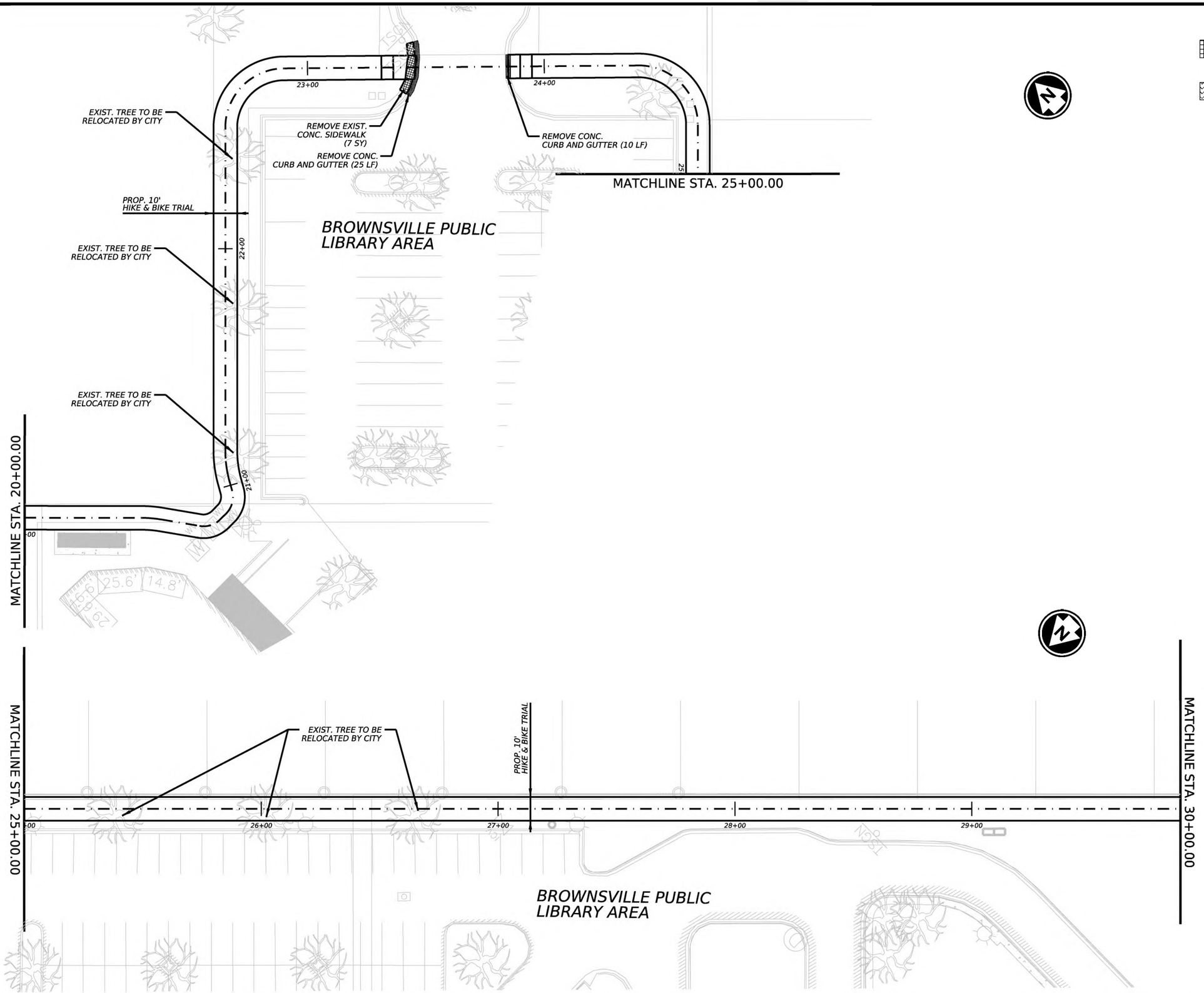
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LEGEND

EXIST. CONCRETE SIDEWALK/DRIVEWAY REMOVAL

EXIST. CONCRETE CURB & GUTTER REMOVAL



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REGISTERED PROFESSIONAL ENGINEER
STATE OF TEXAS
P.E.
03-04-26

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Texas Department of Transportation

SOUTHMOST NATURE TRAIL PHASE III

REMOVAL LAYOUTS

FROM STA. 20+00.00
TO STA. 30+00.00

SCALE: HORIZ: 1" = 40' SHEET 2 OF 10

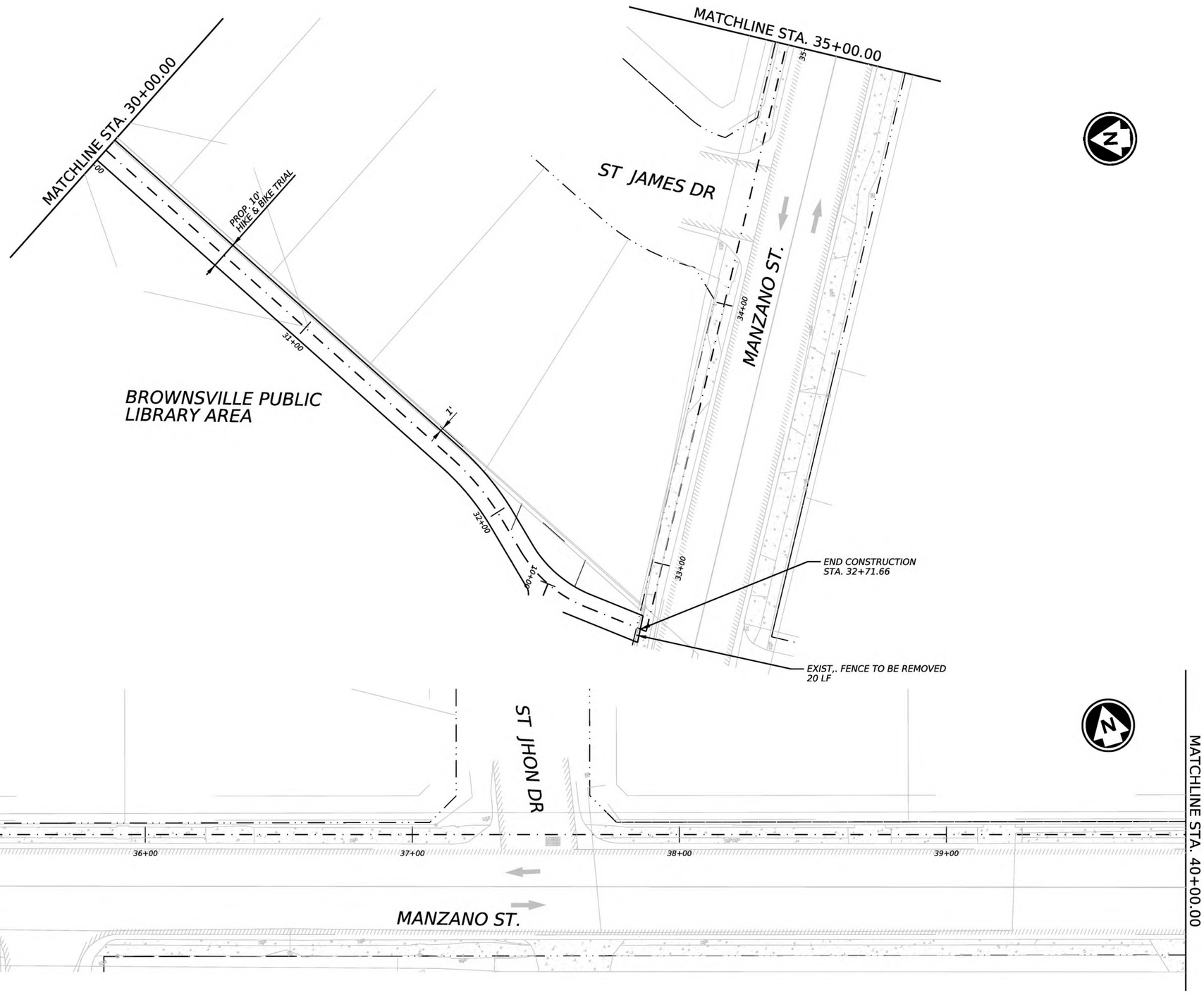
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0921	06	360	S.N.T.III
DIST	COUNTY		SHEET NO.
PHR	CAMERON		34

100% SUBMITTAL

DATE: 2/10/2026 9:45:18 AM
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LEGEND

- EXIST. CONCRETE SIDEWALK/DRIVEWAY REMOVAL
- EXIST. CONCRETE CURB & GUTTER REMOVAL



STATE OF TEXAS
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HOUSTON, TEXAS-77084
TEXAS BOARD OF PROFESSIONAL ENGINEERS NO: 4440

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SOUTHMOST NATURE TRAIL PHASE III

REMOVAL LAYOUTS

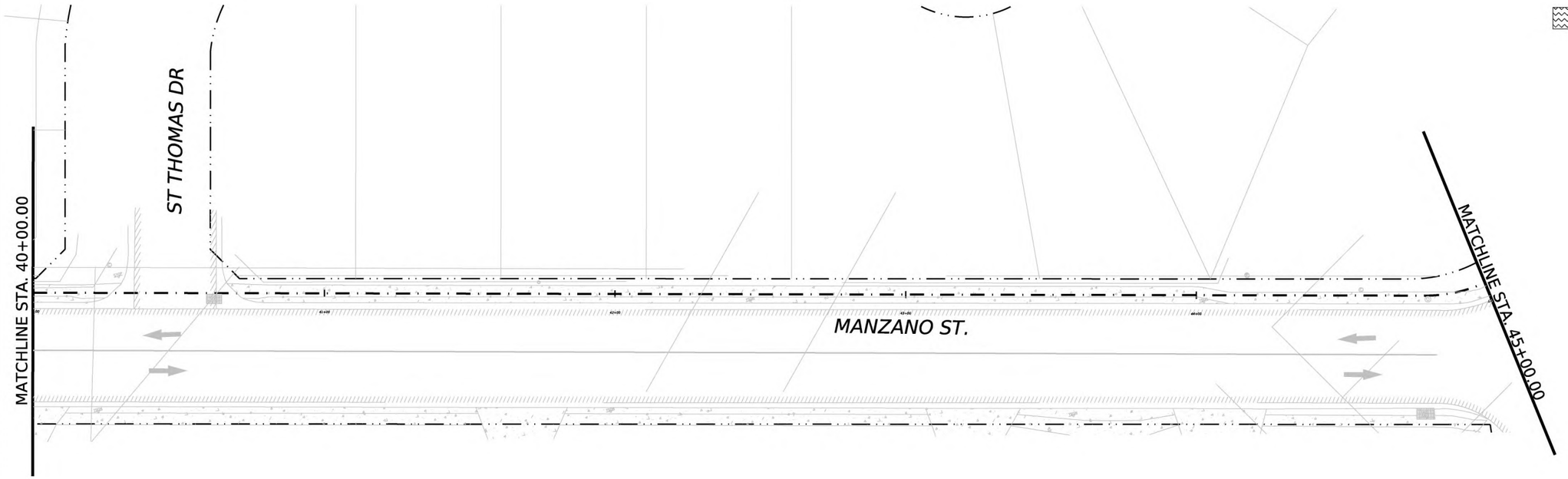
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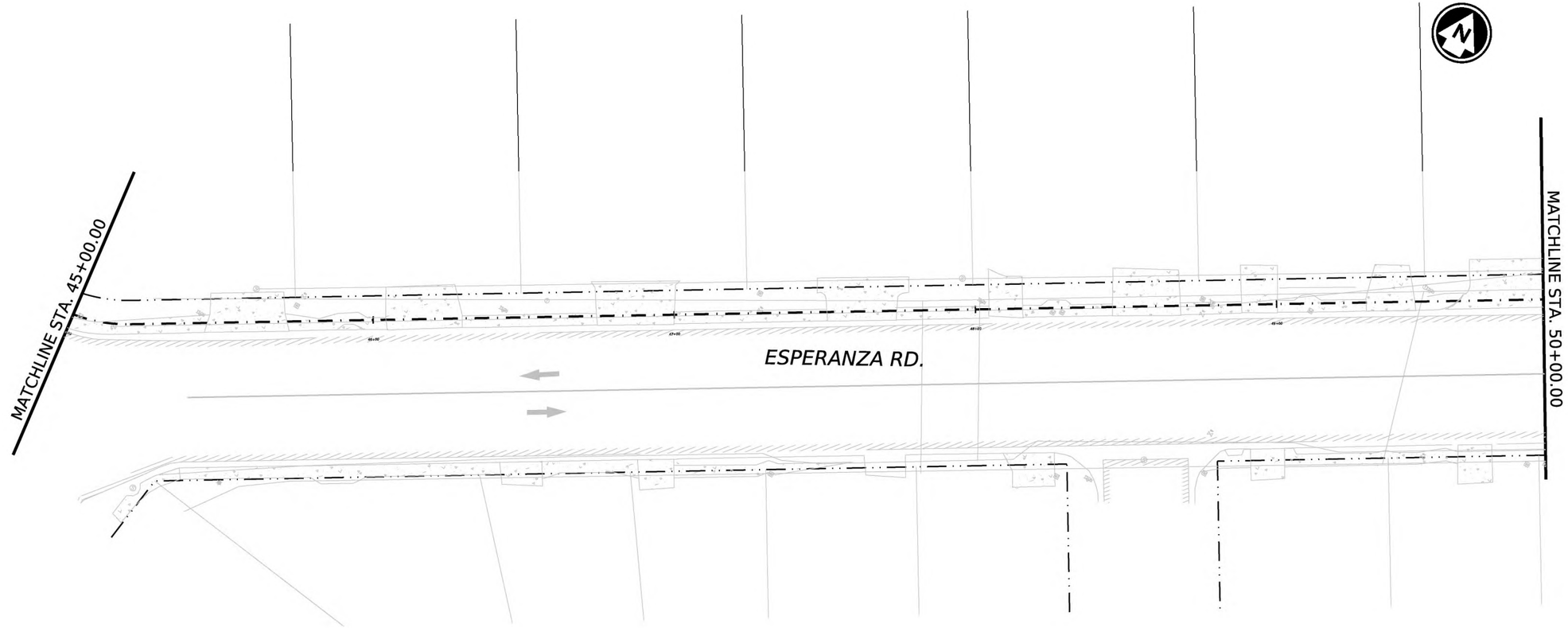
SCALE: HORIZ: 1" = 40' SHEET 3 OF 10

CONT	SECT	JOB	HIGHWAY
0921	06	360	S.N.T.III
DIST	COUNTY		SHEET NO.
PHR	CAMERON		35

100% SUBMITTAL

DATE: 2/10/2026 9:47:58 AM
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LEGEND

- EXIST. CONCRETE SIDEWALK/DRIVEWAY REMOVAL
- EXIST. CONCRETE CURB & GUTTER REMOVAL

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HOUSTON, TEXAS 77084
TEXAS BOARD OF PROFESSIONAL ENGINEERS NO: 4440

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SOUTHMOST NATURE TRAIL PHASE III

REMOVAL LAYOUTS

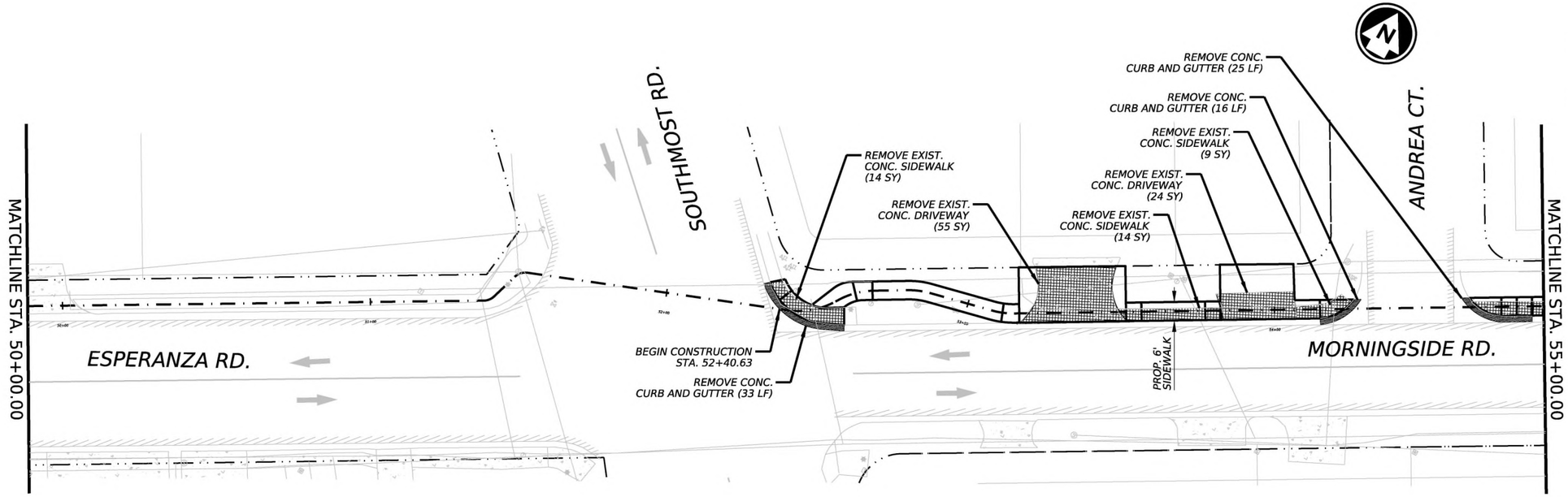
FROM STA. 40+00.00
TO STA. 50+00.00

SCALE: HORIZ: 1" = 40' SHEET 4 OF 10

CONT	SECT	JOB	HIGHWAY
0921	06	360	S.N.T.III
DIST	COUNTY		SHEET NO.
PHR	CAMERON		36

100% SUBMITTAL

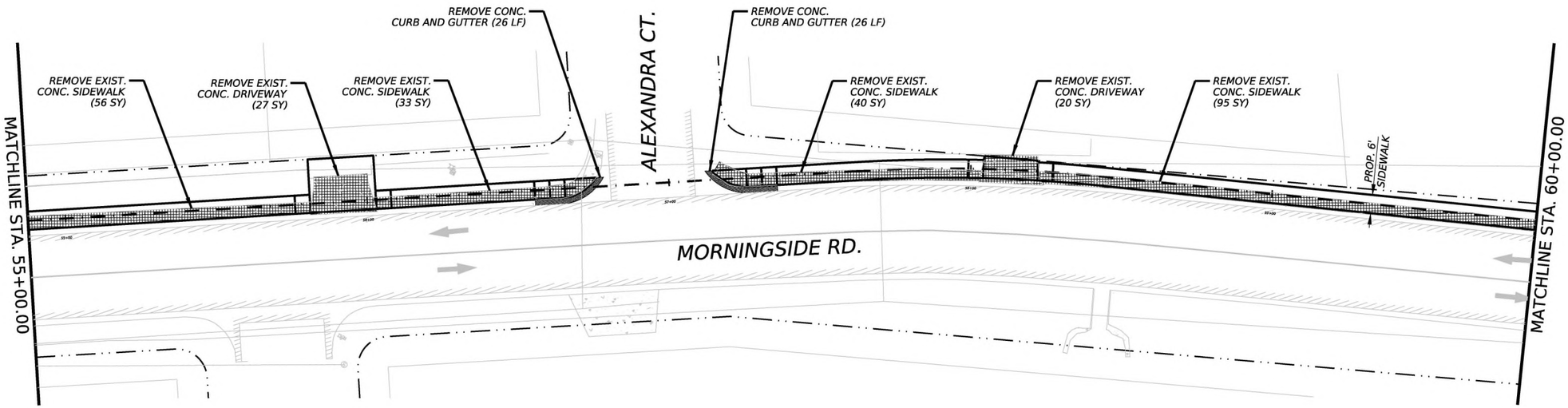
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LEGEND

EXIST. CONCRETE SIDEWALK/DRIVEWAY REMOVAL

EXIST. CONCRETE CURB & GUTTER REMOVAL



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HOUSTON, TEXAS-77084
TEXAS BOARD OF PROFESSIONAL ENGINEERS NO: 4440

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SOUTHMOST NATURE TRAIL PHASE III

REMOVAL LAYOUTS

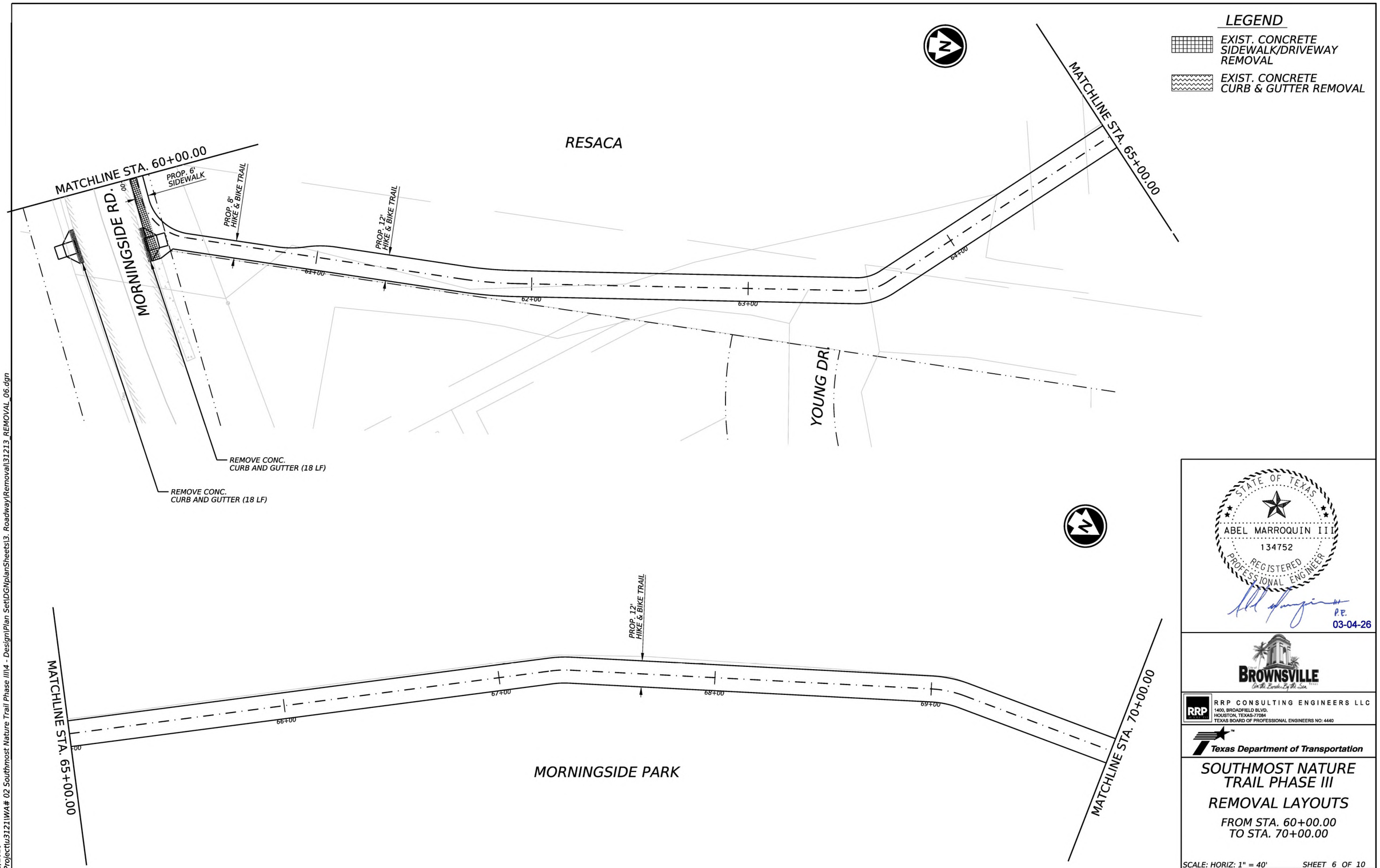
FROM STA. 50+00.00
TO STA. 60+00.00

SCALE: HORIZ: 1" = 40' SHEET 5 OF 10

CONT	SECT	JOB	HIGHWAY
0921	06	360	S.N.T.III
DIST	COUNTY		SHEET NO.
PHR	CAMERON		37

100% SUBMITTAL

DATE: 2/10/2026 10:23:15 AM
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TEXAS BOARD OF PROFESSIONAL ENGINEERS NO: 4440

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SOUTHMOST NATURE TRAIL PHASE III

REMOVAL LAYOUTS

FROM STA. 60+00.00
TO STA. 70+00.00

SCALE: HORIZ: 1" = 40' SHEET 6 OF 10

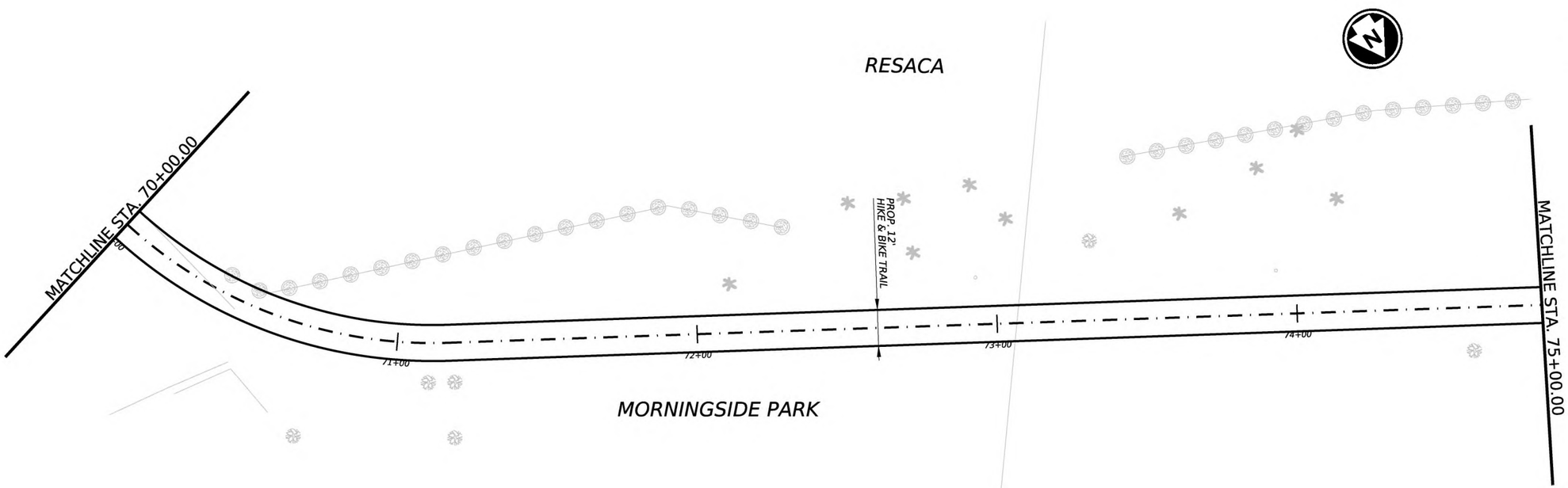
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0921	06	360	S.N.T.III
DIST	COUNTY		SHEET NO.
PHR	CAMERON		38

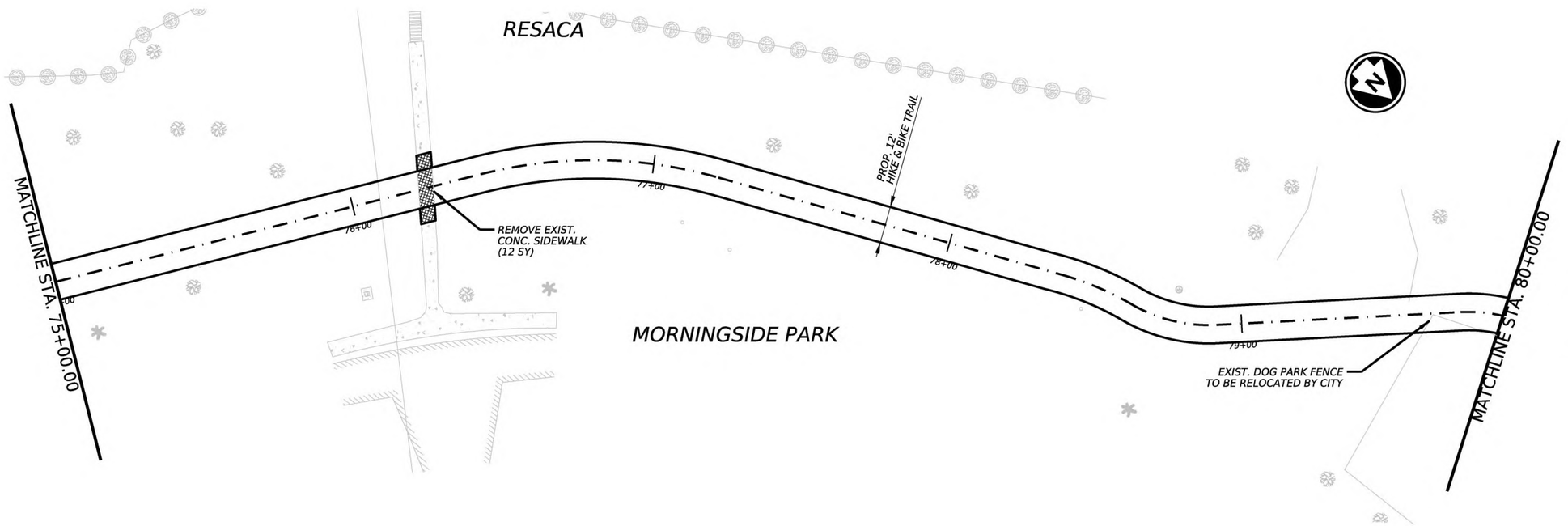
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LEGEND

- EXIST. CONCRETE SIDEWALK/DRIVEWAY REMOVAL
- EXIST. CONCRETE CURB & GUTTER REMOVAL





STATE OF TEXAS
ABEL MARROQUIN III
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TEXAS BOARD OF PROFESSIONAL ENGINEERS NO: 4440

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SOUTHMOST NATURE TRAIL PHASE III

REMOVAL LAYOUTS

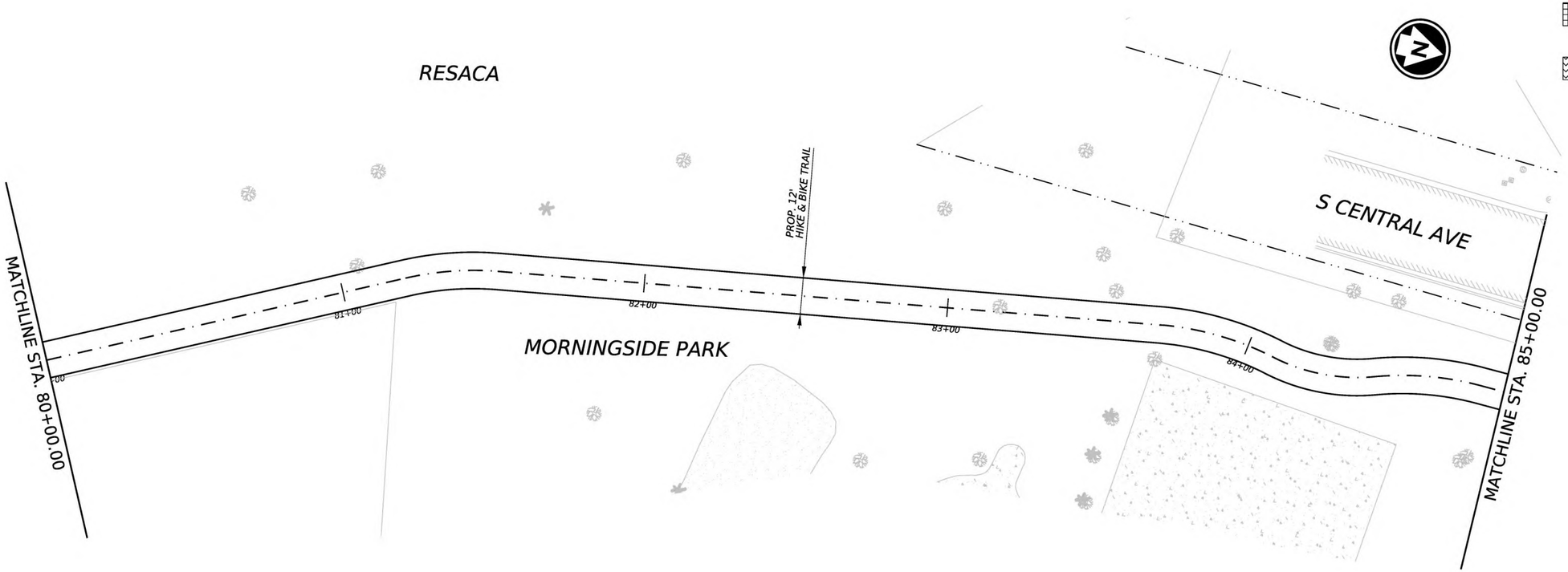
FROM STA. 70+00.00
TO STA. 80+00.00

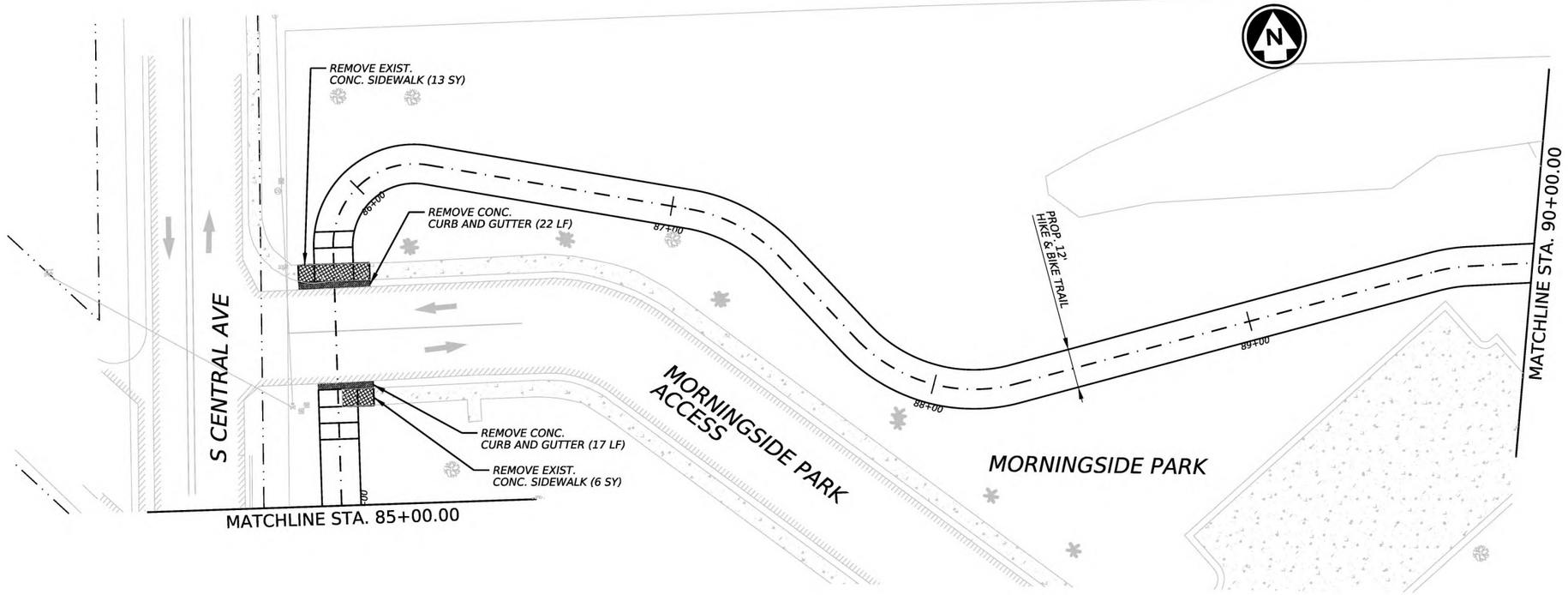
SCALE: HORIZ: 1" = 40' SHEET 7 OF 10

CONT	SECT	JOB	HIGHWAY
0921	06	360	S.N.T.III
DIST	COUNTY		SHEET NO.
PHR	CAMERON		39

100% SUBMITTAL

DATE: 2/10/2026 10:30:55 AM
FILE: Q:\Projectlu3121WA# 02 Southmost Nature Trail Phase III\4 - Design\Plan Set\DGN\planSheets\3. Roadway\Removal\31213 REMOVAL_08.dgn





LEGEND

- EXIST. CONCRETE SIDEWALK/DRIVEWAY REMOVAL
- EXIST. CONCRETE CURB & GUTTER REMOVAL

STATE OF TEXAS
ABEL MARROQUIN III
134752
REGISTERED PROFESSIONAL ENGINEER
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HOUSTON, TEXAS-77084
TEXAS BOARD OF PROFESSIONAL ENGINEERS NO: 4440

Texas Department of Transportation

SOUTHMOST NATURE TRAIL PHASE III

REMOVAL LAYOUTS

FROM STA. 80+00.00
TO STA. 90+00.00

SCALE: HORIZ: 1" = 40' SHEET 8 OF 10

CONT	SECT	JOB	HIGHWAY
0921	06	360	S.N.T.III
DIST	COUNTY		SHEET NO.
PHR	CAMERON		40

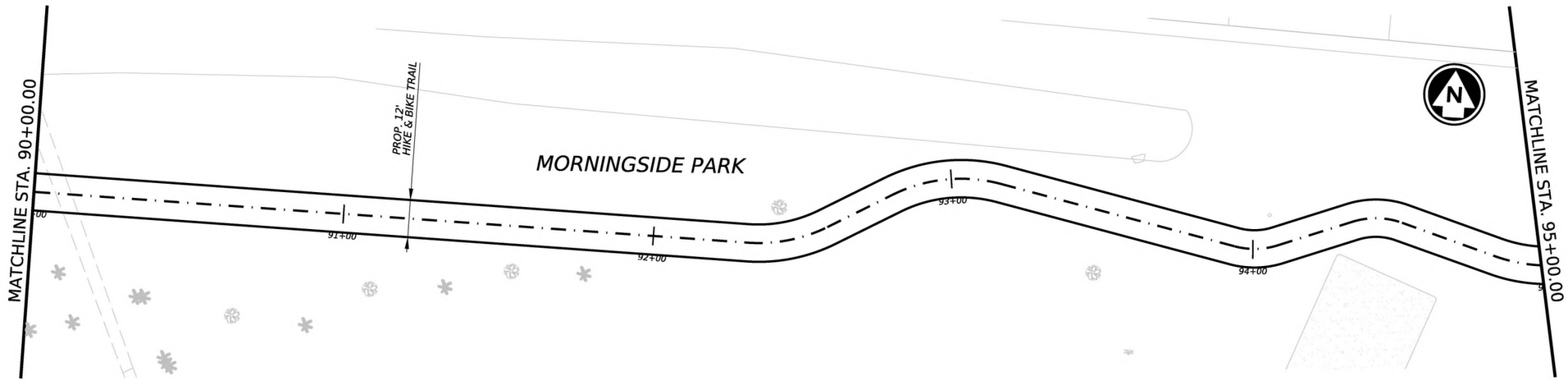
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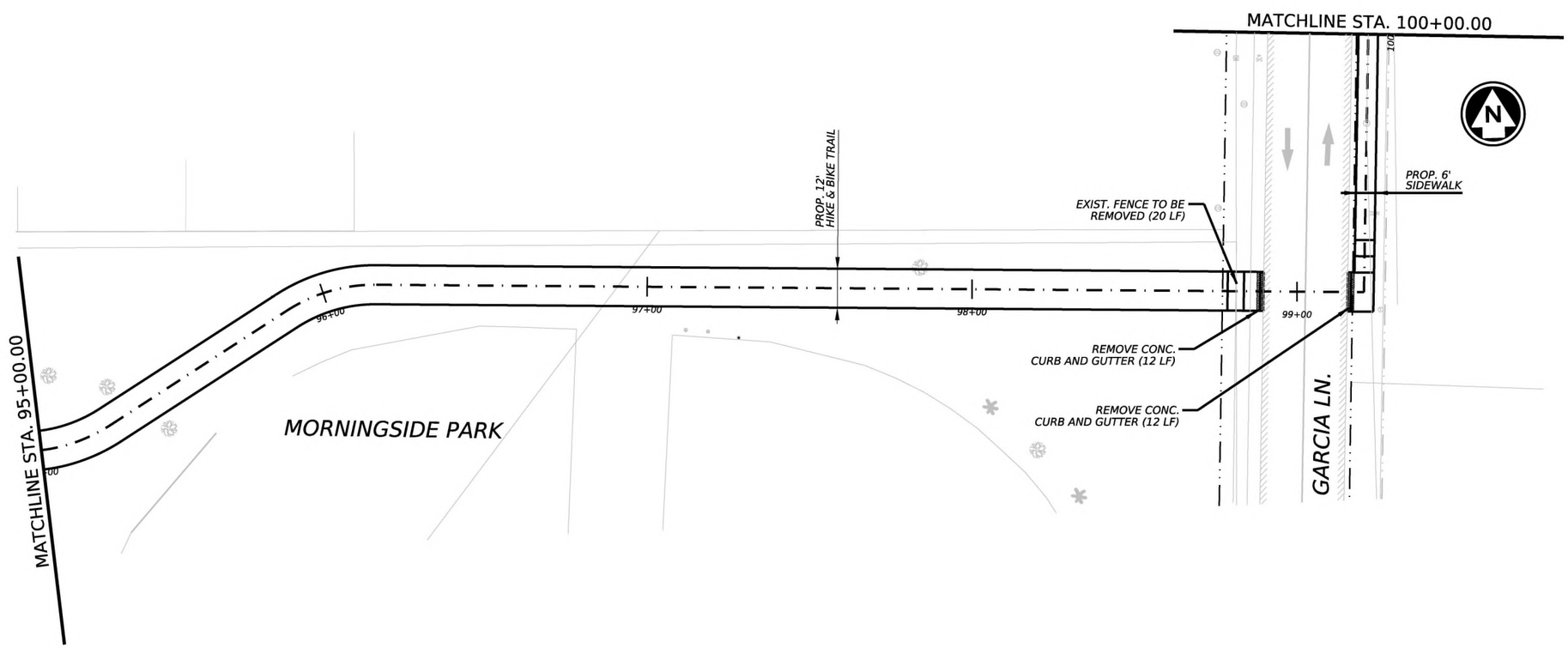
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LEGEND

EXIST. CONCRETE SIDEWALK/DRIVEWAY REMOVAL

EXIST. CONCRETE CURB & GUTTER REMOVAL





STATE OF TEXAS
ABEL MARROQUIN III
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HOUSTON, TEXAS 77084
TEXAS BOARD OF PROFESSIONAL ENGINEERS NO: 4440

Texas Department of Transportation

SOUTHMOST NATURE TRAIL PHASE III

REMOVAL LAYOUTS

FROM STA. 90+00.00
TO STA. 100+00.00

SCALE: HORIZ: 1" = 40' SHEET 9 OF 10

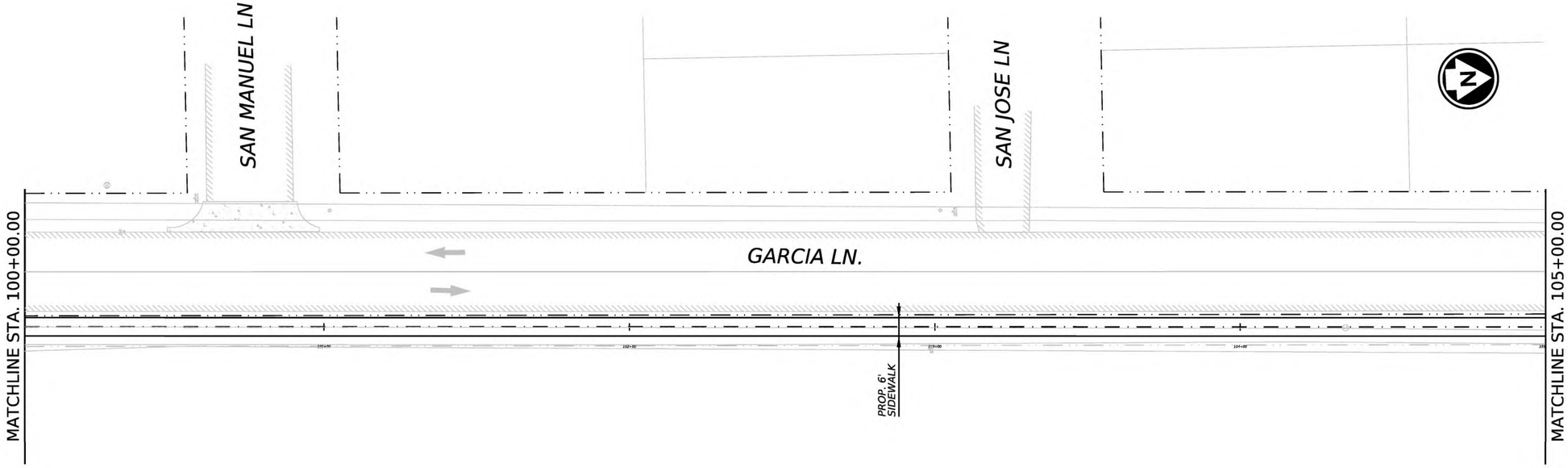
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0921	06	360	S.N.T.III
DIST	COUNTY		SHEET NO.
PHR	CAMERON		41

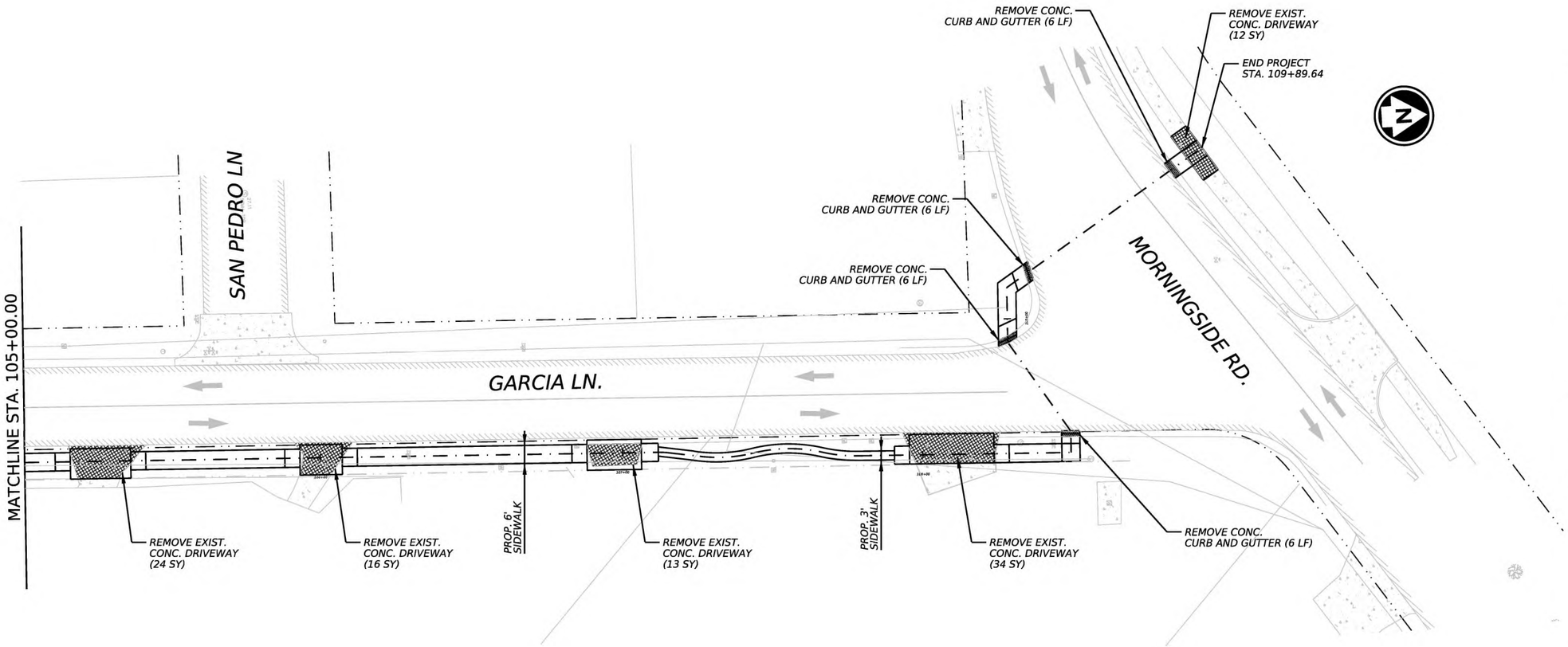
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LEGEND

- EXIST. CONCRETE SIDEWALK/DRIVEWAY REMOVAL
- EXIST. CONCRETE CURB & GUTTER REMOVAL





STATE OF TEXAS
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CITY OF BROWNSVILLE
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HOUSTON, TEXAS-77084
TEXAS BOARD OF PROFESSIONAL ENGINEERS NO: 4440

Texas Department of Transportation

SOUTHMOST NATURE TRAIL PHASE III

REMOVAL LAYOUTS

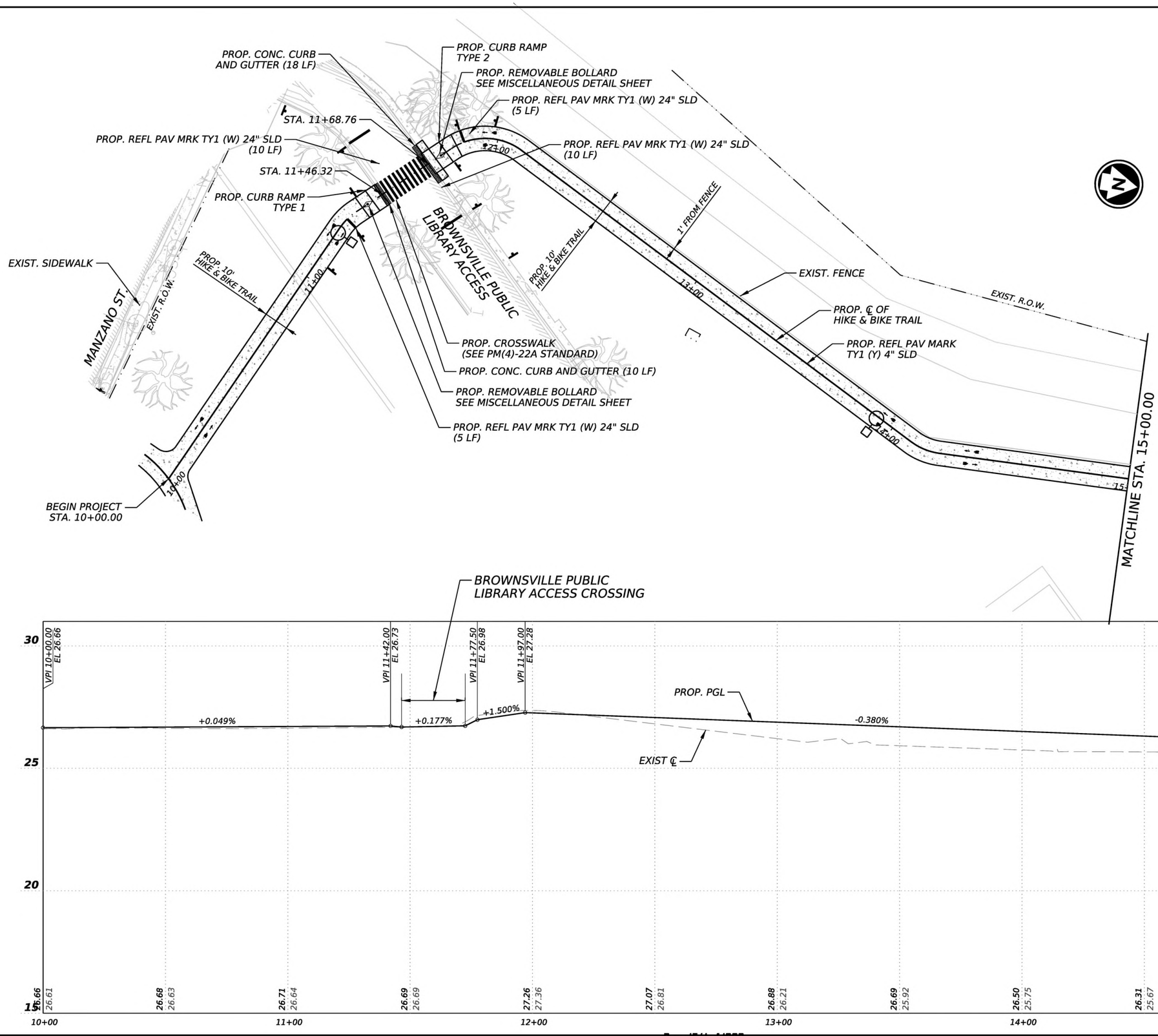
FROM STA. 100+00.00
TO STA. 109+05.27

SCALE: HORIZ: 1" = 40' SHEET 10 OF 10

CONT	SECT	JOB	HIGHWAY
0921	06	360	S.N.T.III
DIST	COUNTY		SHEET NO.
PHR	CAMERON		42

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DATE: 2/26/2026 10:15:26 AM
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LEGEND

- PROP. CONCRETE PAVEMENT
- PROP. ASPHALT PAVEMENT
- EXIST. R.O.W.
- EXIST. DIRECTION OF TRAFFIC
- EXIST. SIDEWALK
- EXIST. EDGE OF PAVEMENT
- EXIST. FENCE
- GAS — EXIST. FENCE
- SS — EXIST. SANITARY SEWER
- WTR — EXIST. WATER
- OHE — EXIST. OVERHEAD ELECTRIC

NOTES:

FOR ALIGNMENT DATA REFER TO ALIGNMENT DATA SHEET

STATE OF TEXAS
ABEL MARROQUIN III
134752
REGISTERED PROFESSIONAL ENGINEER
P.E.
03-04-26

BROWNSVILLE On the Border, By the Sea.

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HOUSTON, TEXAS-77084
TEXAS BOARD OF PROFESSIONAL ENGINEERS NO: 4440

Texas Department of Transportation

SOUTHMOST NATURE TRAIL PHASE III

PLAN & PROFILE

FROM STA. 10+00.00
TO STA. 15+00.00

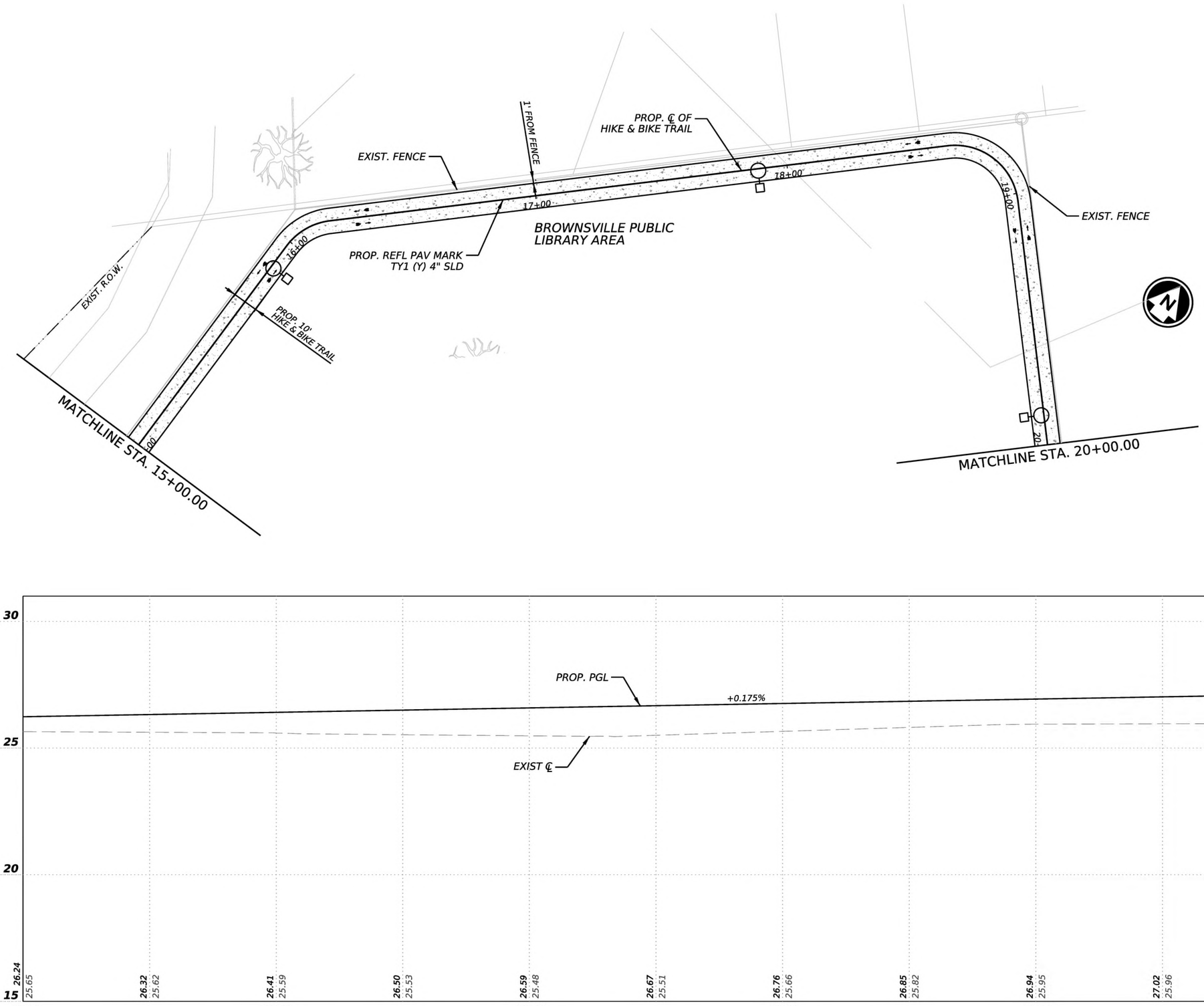
SCALE:
HORIZ: 1" = 40'
VERT: 1"=2'

SHEET 1 OF 20

CONT	SECT	JOB	HIGHWAY
0921	06	360	S.N.T.III
DIST	COUNTY		SHEET NO.
PHR	CAMERON		43

100% SUBMITTAL

DATE: 2/26/2026 10:15:34 AM
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LEGEND

- PROP. CONCRETE PAVEMENT
- PROP. ASPHALT PAVEMENT
- EXIST. R.O.W.
- EXIST. DIRECTION OF TRAFFIC
- EXIST. SIDEWALK
- EXIST. EDGE OF PAVEMENT
- EXIST. FENCE
- GAS — EXIST. FENCE
- SS — EXIST. SANITARY SEWER
- WTR — EXIST. WATER
- OHE — EXIST. OVERHEAD ELECTRIC

NOTES:

FOR ALIGNMENT DATA REFER TO ALIGNMENT DATA SHEET

STATE OF TEXAS
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TEXAS BOARD OF PROFESSIONAL ENGINEERS NO: 4440

Texas Department of Transportation

SOUTHMOST NATURE TRAIL PHASE III

PLAN & PROFILE

FROM STA.15+00.00
TO STA. 20+00.00

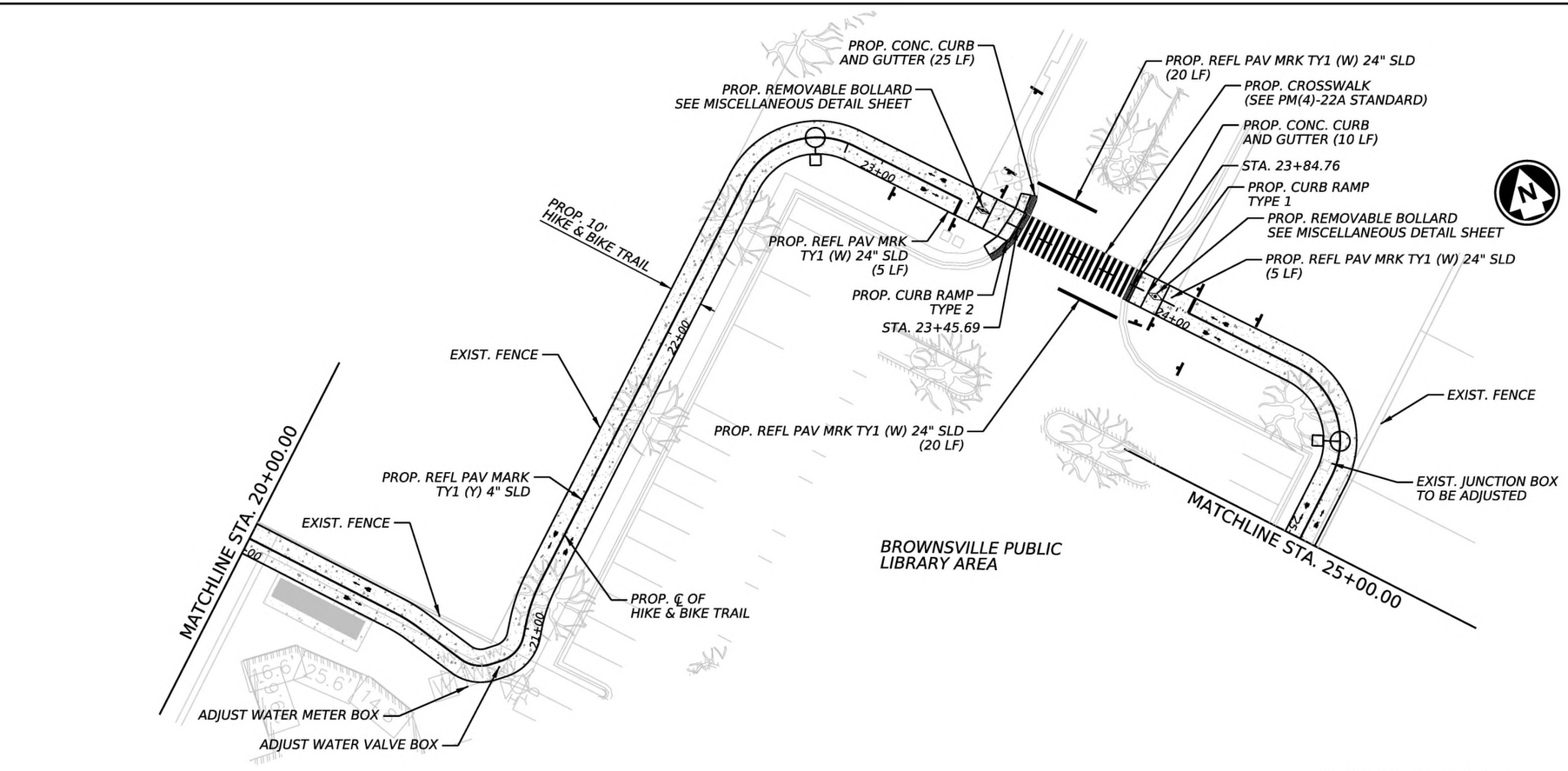
SCALE:
HORIZ: 1" = 40'
VERT: 1"=2'

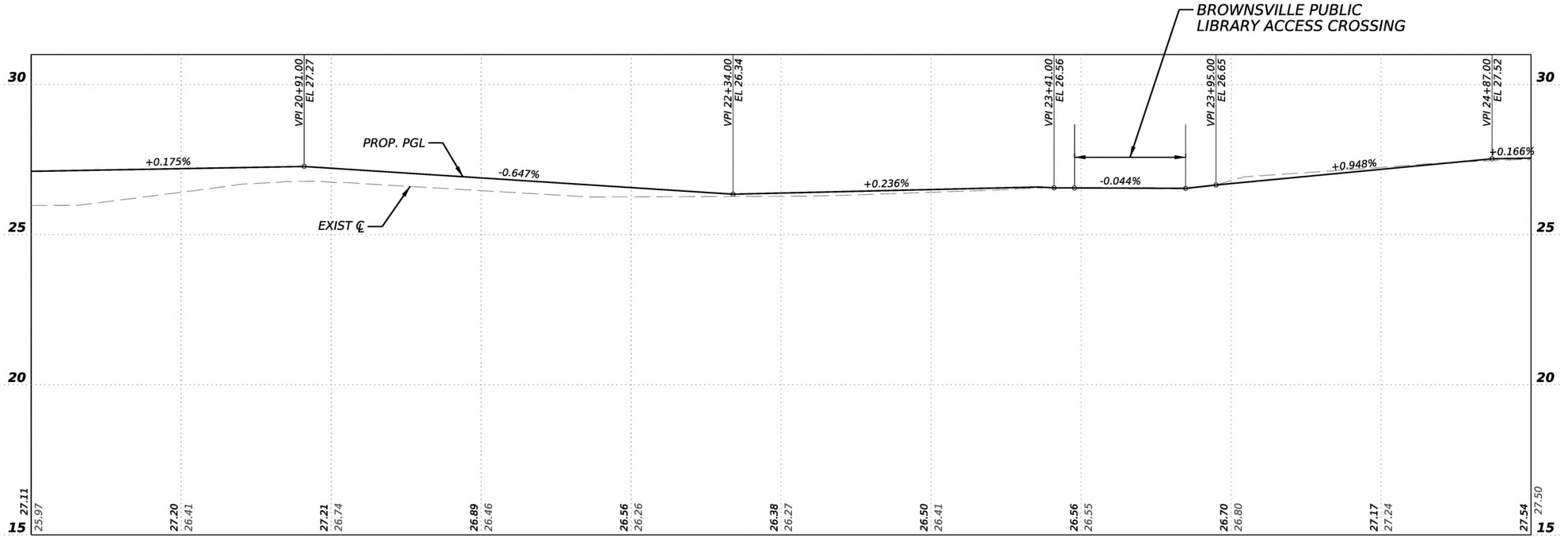
SHEET 2 OF 20

CONT	SECT	JOB	HIGHWAY
0921	06	360	S.N.T.III
DIST	COUNTY		SHEET NO.
PHR	CAMERON		44

100% SUBMITTAL

DATE: 2/26/2026 10:15:39 AM
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LEGEND

- PROP. CONCRETE PAVEMENT
- PROP. ASPHALT PAVEMENT
- EXIST. R.O.W.
- EXIST. DIRECTION OF TRAFFIC
- EXIST. SIDEWALK
- EXIST. EDGE OF PAVEMENT
- EXIST. FENCE
- GAS — EXIST. FENCE
- SS — EXIST. SANITARY SEWER
- WTR — EXIST. WATER
- OHE — EXIST. OVERHEAD ELECTRIC

NOTES:

FOR ALIGNMENT DATA REFER TO ALIGNMENT DATA SHEET

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HOUSTON, TEXAS-77084
TEXAS BOARD OF PROFESSIONAL ENGINEERS NO: 4440

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SOUTHMOST NATURE TRAIL PHASE III

PLAN & PROFILE

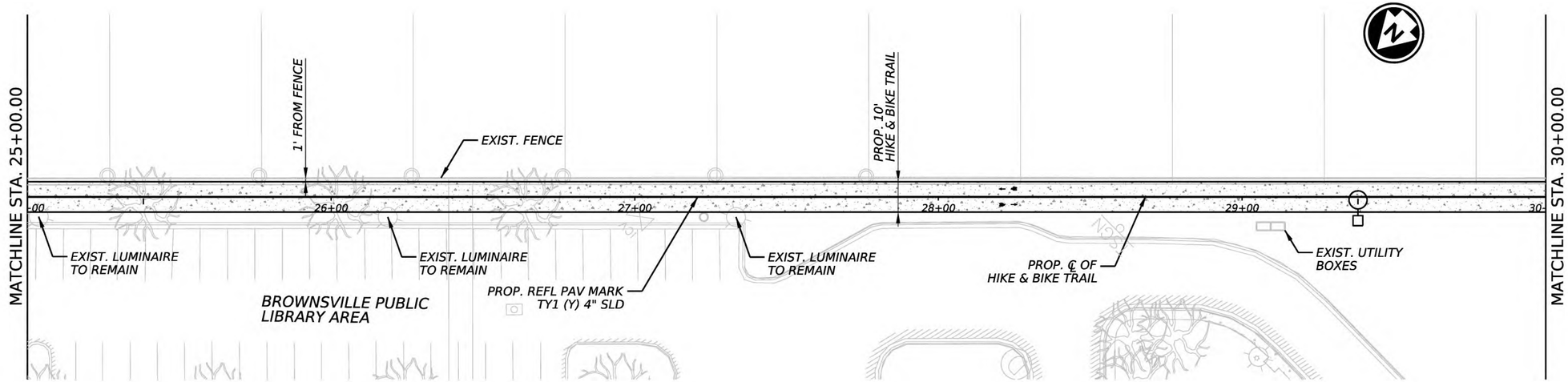
FROM STA. 20+00.00
TO STA. 25+00.00

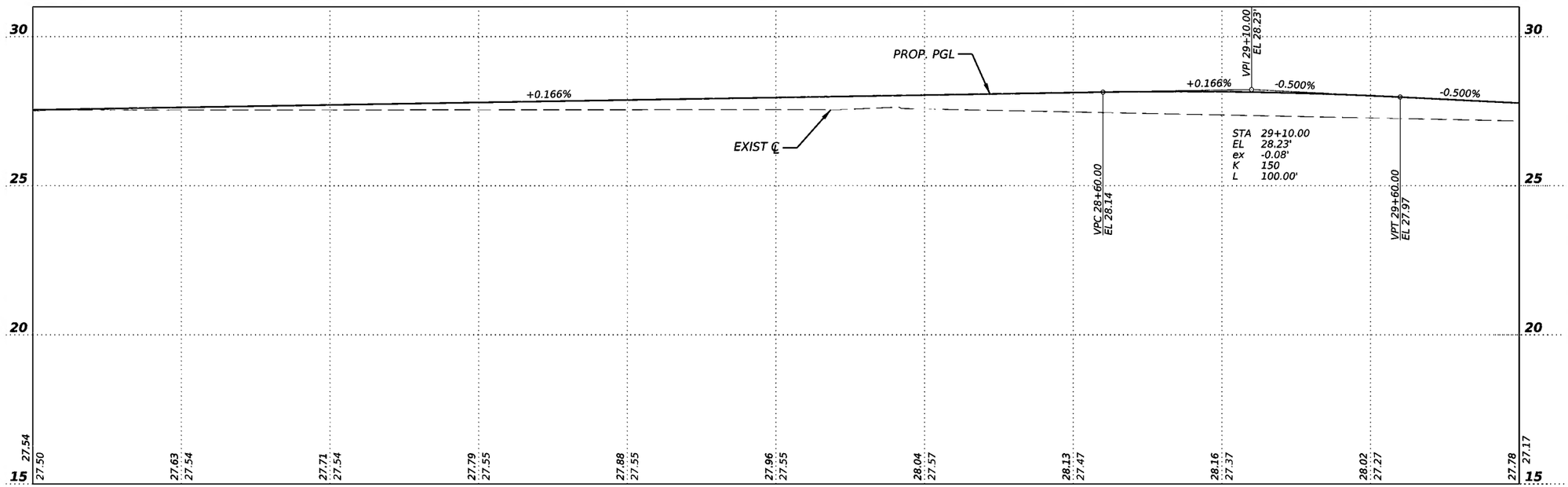
SCALE:
HORIZ: 1" = 40'
VERT: 1"=2'

SHEET 3 OF 20

CONT	SECT	JOB	HIGHWAY
0921	06	360	S.N.T.III
DIST	COUNTY		SHEET NO.
PHR	CAMERON		45

100% SUBMITTAL





LEGEND

- PROP. CONCRETE PAVEMENT
- PROP. ASPHALT PAVEMENT
- EXIST. R.O.W.
- EXIST. DIRECTION OF TRAFFIC
- EXIST. SIDEWALK
- EXIST. EDGE OF PAVEMENT
- EXIST. FENCE
- GAS — EXIST. FENCE
- SS — EXIST. SANITARY SEWER
- WTR — EXIST. WATER
- OHE — EXIST. OVERHEAD ELECTRIC

NOTES:

FOR ALIGNMENT DATA REFER TO ALIGNMENT DATA SHEET

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BROWNSVILLE
On the Border, By the Sea

RRP CONSULTING ENGINEERS LLC
1400, BROADFIELD BLVD.
HOUSTON, TEXAS-77084
TEXAS BOARD OF PROFESSIONAL ENGINEERS NO: 4440

Texas Department of Transportation

SOUTHMOST NATURE TRAIL PHASE III

PLAN & PROFILE

FROM STA. 25+00.00
TO STA. 30+00.00

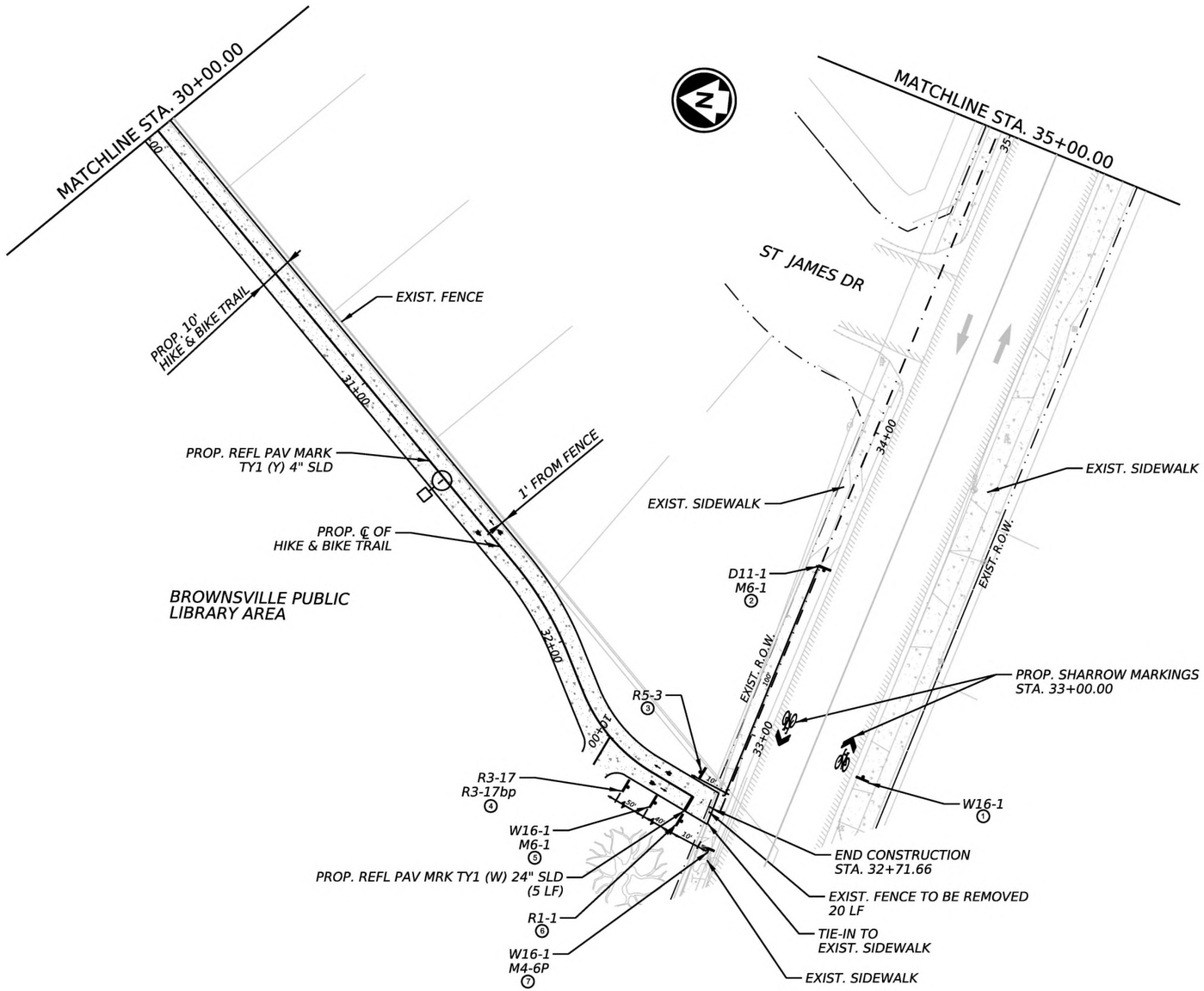
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VERT: 1"=2'

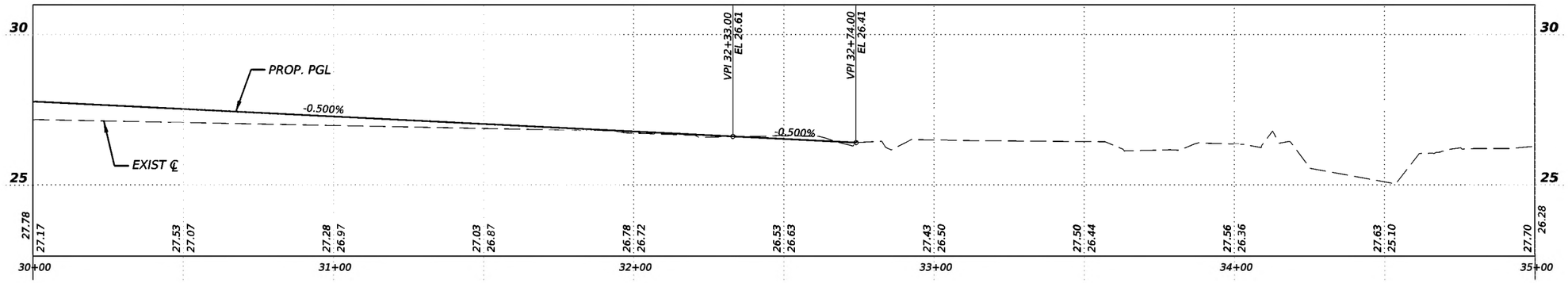
SHEET 4 OF 20

CONT	SECT	JOB	HIGHWAY
0921	06	360	S.N.T.III
DIST	COUNTY		SHEET NO.
PHR	CAMERON		46

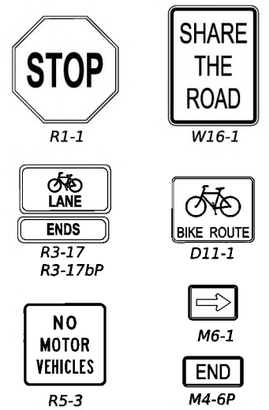
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100% SUBMITTAL





SHEET LEGEND



LEGEND

- PROP. CONCRETE PAVEMENT
- PROP. ASPHALT PAVEMENT
- EXIST. R.O.W.
- EXIST. DIRECTION OF TRAFFIC
- EXIST. SIDEWALK
- EXIST. EDGE OF PAVEMENT
- EXIST. FENCE
- GAS — EXIST. FENCE
- SS — EXIST. SANITARY SEWER
- WTR — EXIST. WATER
- OHE — EXIST. OVERHEAD ELECTRIC

NOTES:

FOR ALIGNMENT DATA REFER TO ALIGNMENT DATA SHEET

STATE OF TEXAS
ABEL MARROQUIN III
134752
REGISTERED PROFESSIONAL ENGINEER
P.E.
03-04-26

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Texas Department of Transportation

SOUTHMOST NATURE TRAIL PHASE III

PLAN & PROFILE

FROM STA. 30+00.00
TO STA. 35+00.00

SCALE:
HORIZ: 1" = 40'
VERT: 1"=2'

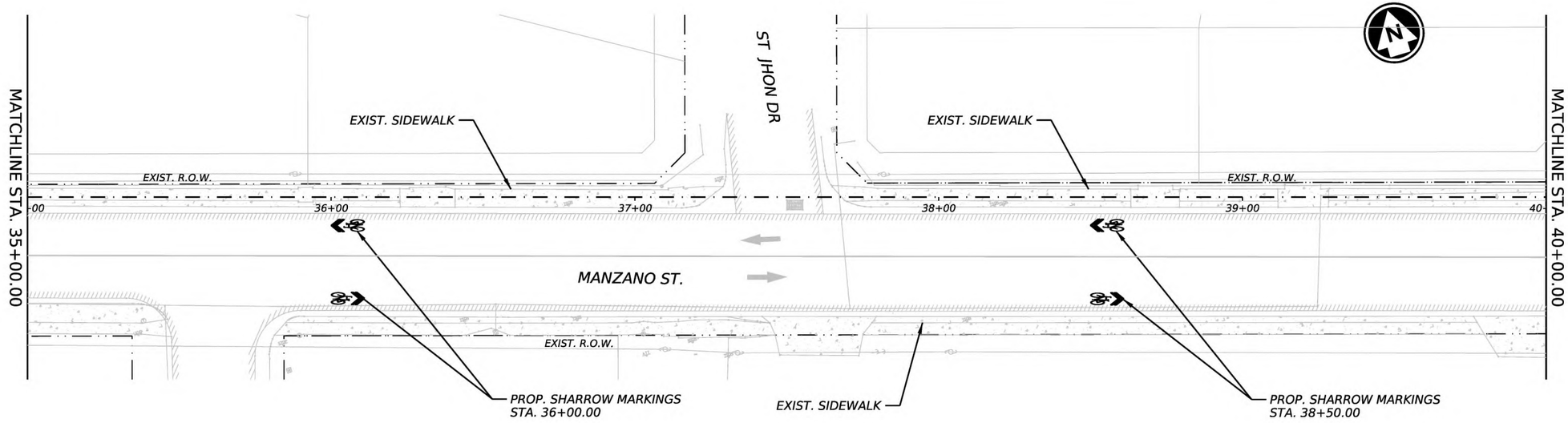
SHEET 5 OF 20

CONT	SECT	JOB	HIGHWAY
0921	06	360	S.N.T.III
DIST	COUNTY		SHEET NO.
PHR	CAMERON		47

DATE: 2/26/2026 10:16:19 AM
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100% SUBMITTAL

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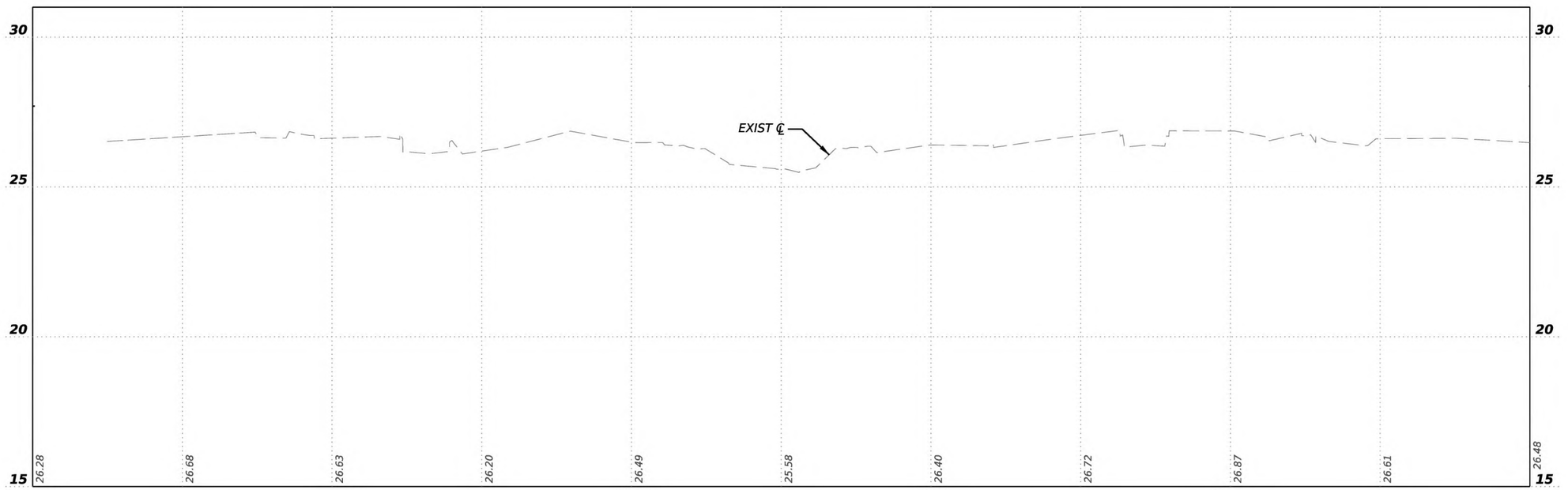


LEGEND

- PROP. CONCRETE PAVEMENT
- PROP. ASPHALT PAVEMENT
- EXIST. R.O.W.
- EXIST. DIRECTION OF TRAFFIC
- EXIST. SIDEWALK
- EXIST. EDGE OF PAVEMENT
- EXIST. FENCE
- GAS — EXIST. FENCE
- SS — EXIST. SANITARY SEWER
- WTR — EXIST. WATER
- OHE — EXIST. OVERHEAD ELECTRIC

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Texas Department of Transportation

SOUTHMOST NATURE TRAIL PHASE III

PLAN & PROFILE

FROM STA. 35+00.00
TO STA. 40+00.0

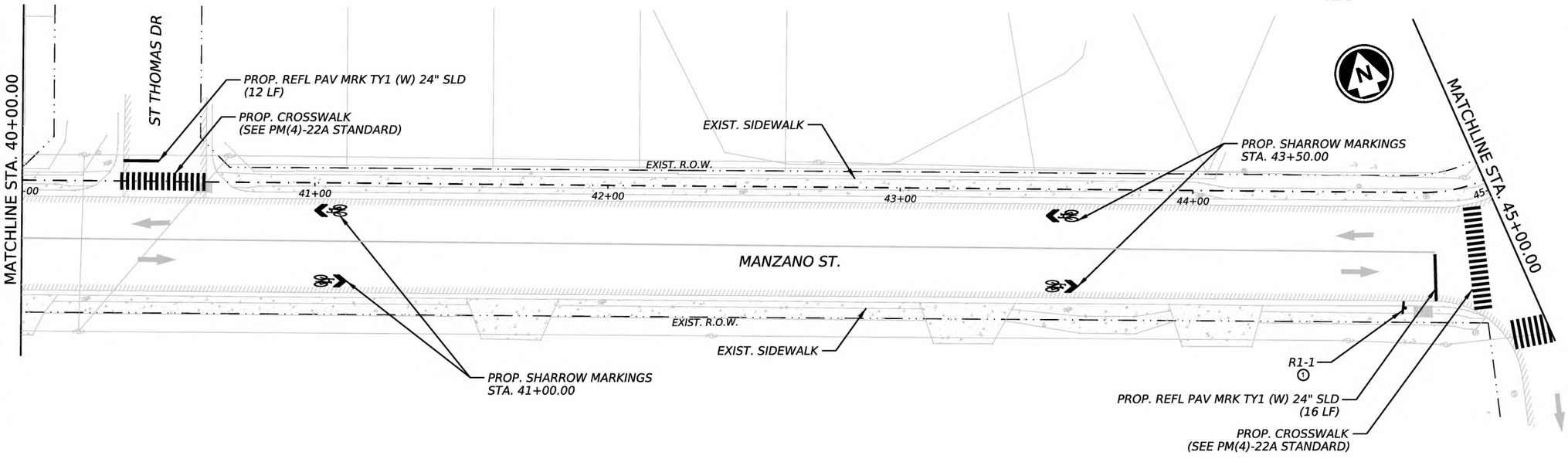
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VERT: 1"=2'

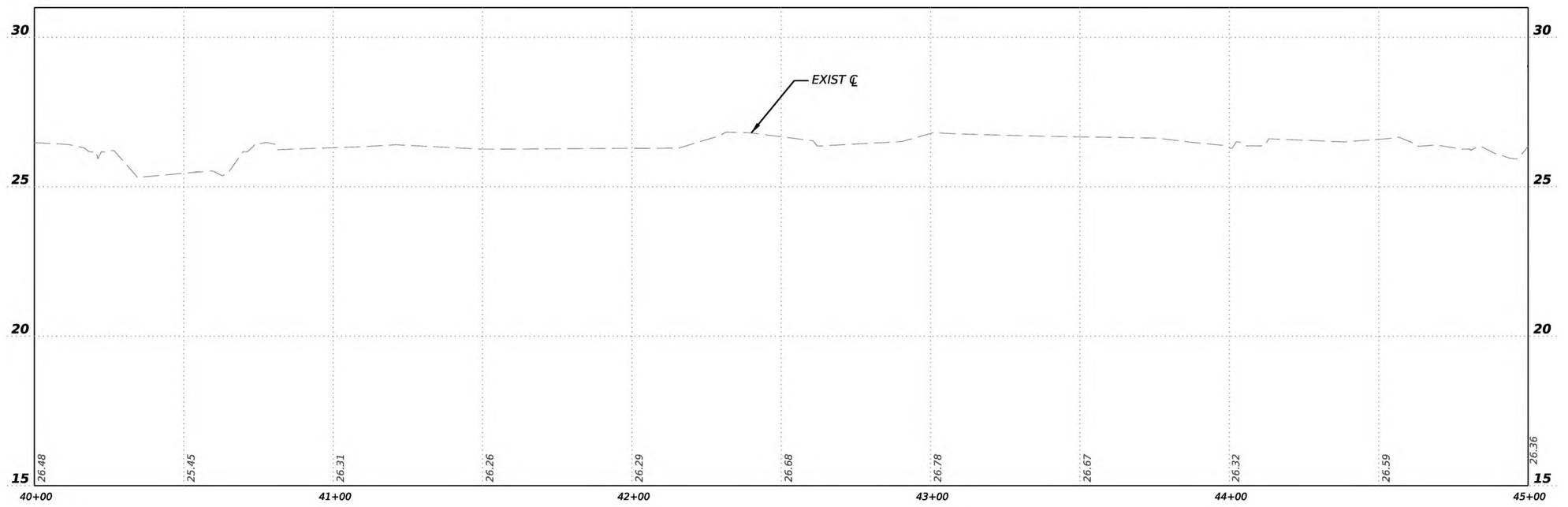
SHEET 6 OF 20

CONT	SECT	JOB	HIGHWAY
0921	06	360	S.N.T.III
DIST	COUNTY		SHEET NO.
PHR	CAMERON		48

100% SUBMITTAL

DATE: 2/26/2026 10:16:31 AM
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SHEET LEGEND

STOP R1-1 — PROP. SIGN

LEGEND

- PROP. CONCRETE PAVEMENT
- PROP. ASPHALT PAVEMENT
- EXIST. R.O.W.
- EXIST. DIRECTION OF TRAFFIC
- EXIST. SIDEWALK
- EXIST. EDGE OF PAVEMENT
- EXIST. FENCE
- GAS — EXIST. FENCE
- SS — EXIST. SANITARY SEWER
- WTR — EXIST. WATER
- OHE — EXIST. OVERHEAD ELECTRIC

NOTES:

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Texas Department of Transportation

SOUTHMOST NATURE TRAIL PHASE III

PLAN & PROFILE

FROM STA. 40+00.00
TO STA. 45+00.00

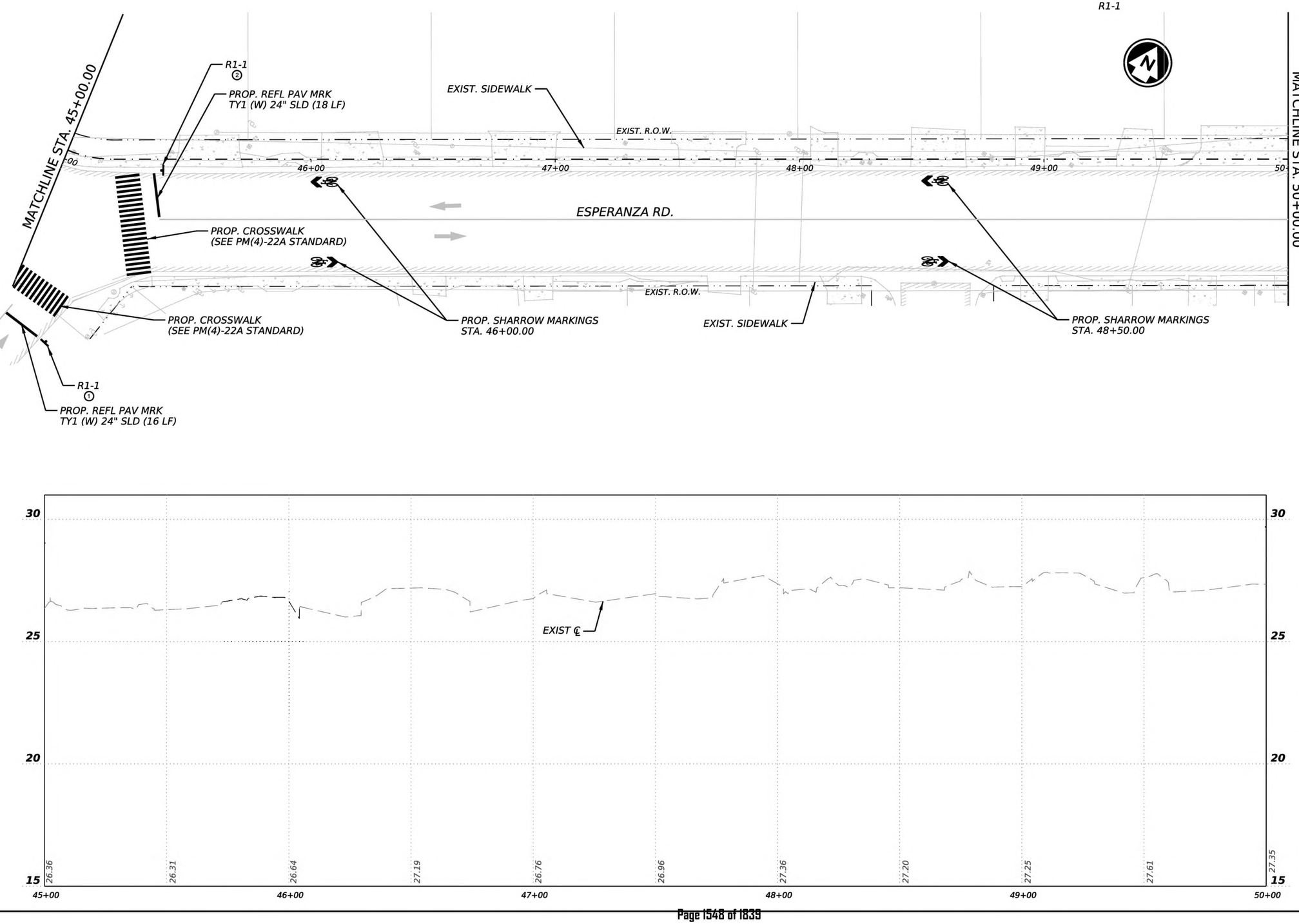
SCALE:
HORIZ: 1" = 40'
VERT: 1"=2'

SHEET 7 OF 20

CONT	SECT	JOB	HIGHWAY
0921	06	360	S.N.T.III
DIST	COUNTY		SHEET NO.
PHR	CAMERON		49

100% SUBMITTAL

DATE: 2/26/2026 10:16:36 AM
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SHEET LEGEND

STOP
R1-1

PROP. SIGN

LEGEND

- PROP. CONCRETE PAVEMENT
- PROP. ASPHALT PAVEMENT
- EXIST. R.O.W.
- EXIST. DIRECTION OF TRAFFIC
- EXIST. SIDEWALK
- EXIST. EDGE OF PAVEMENT
- EXIST. FENCE
- GAS — EXIST. FENCE
- SS — EXIST. SANITARY SEWER
- WTR — EXIST. WATER
- OHE — EXIST. OVERHEAD ELECTRIC

NOTES:

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SOUTHMOST NATURE TRAIL PHASE III

PLAN & PROFILE

FROM STA. 45+00.00
TO STA. 50+00.00

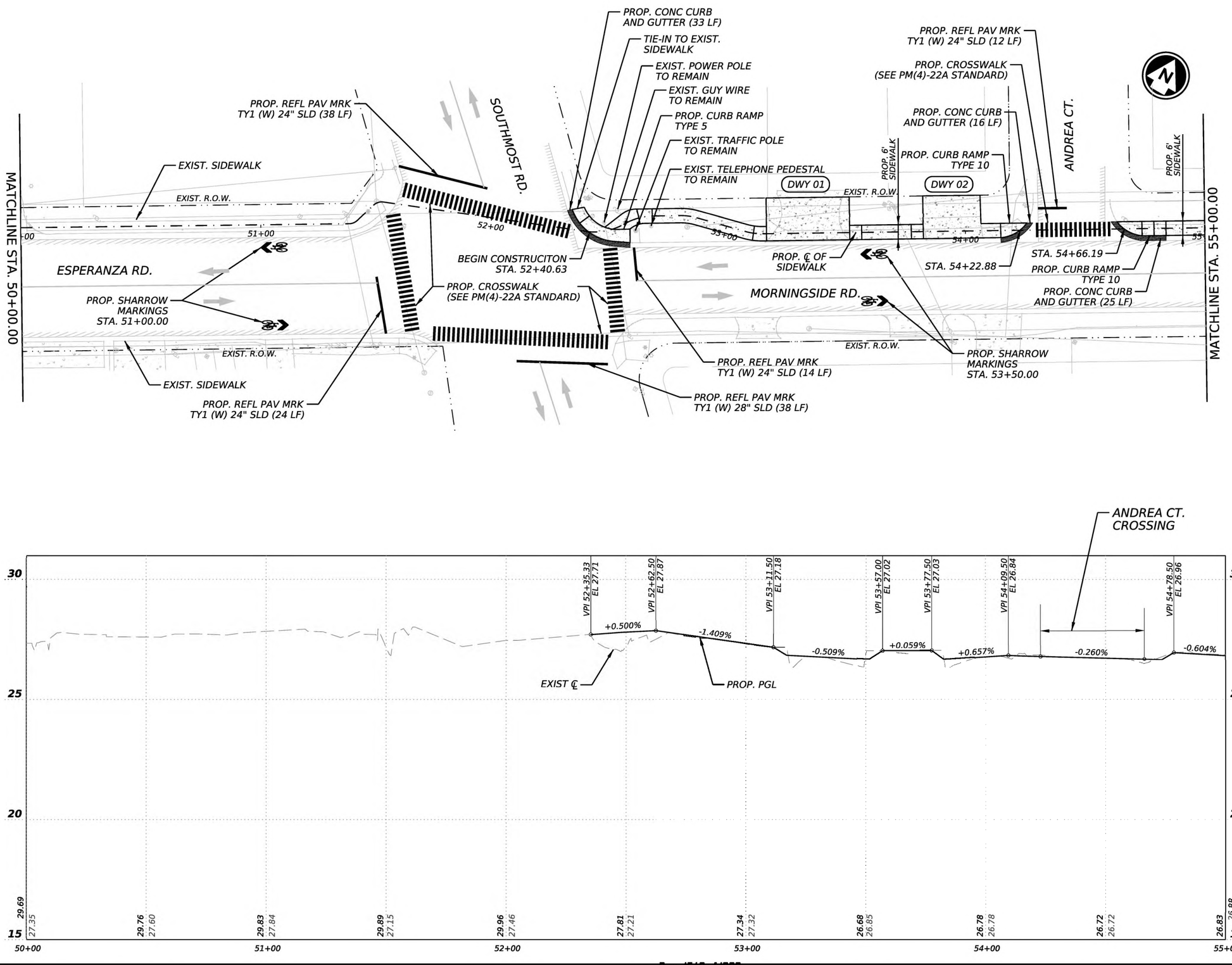
SCALE:
HORIZ: 1" = 40'
VERT: 1"=2'

SHEET 8 OF 20

CONT	SECT	JOB	HIGHWAY
0921	06	360	S.N.T.III
DIST	COUNTY		SHEET NO.
PHR	CAMERON		50

100% SUBMITTAL

DATE: 2/26/2026 10:16:40 AM
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LEGEND

- PROP. CONCRETE PAVEMENT
- PROP. ASPHALT PAVEMENT
- EXIST. R.O.W.
- EXIST. DIRECTION OF TRAFFIC
- EXIST. SIDEWALK
- EXIST. EDGE OF PAVEMENT
- EXIST. FENCE
- GAS — EXIST. FENCE
- SS — EXIST. SANITARY SEWER
- WTR — EXIST. WATER
- OHE — EXIST. OVERHEAD ELECTRIC

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Texas Department of Transportation

SOUTHMOST NATURE TRAIL PHASE III

PLAN & PROFILE

FROM STA. 50+00.00
TO STA. 55+00.00

SCALE:
HORIZ: 1" = 40'
VERT: 1"=2'

SHEET 9 OF 20

CONT	SECT	JOB	HIGHWAY
0921	06	360	S.N.T.III
DIST	COUNTY		SHEET NO.
PHR	CAMERON		51

100% SUBMITTAL

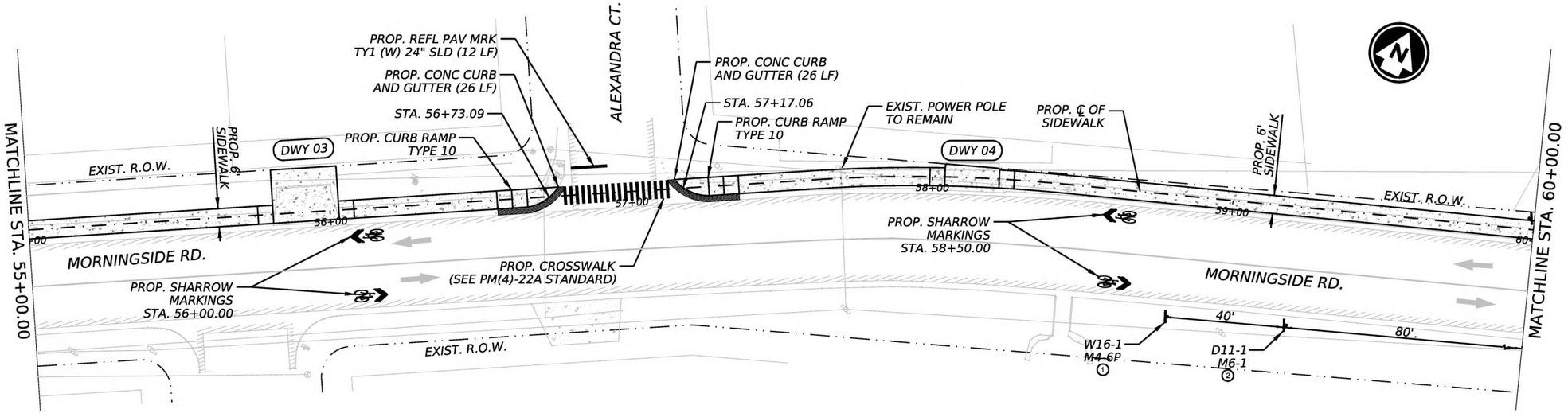
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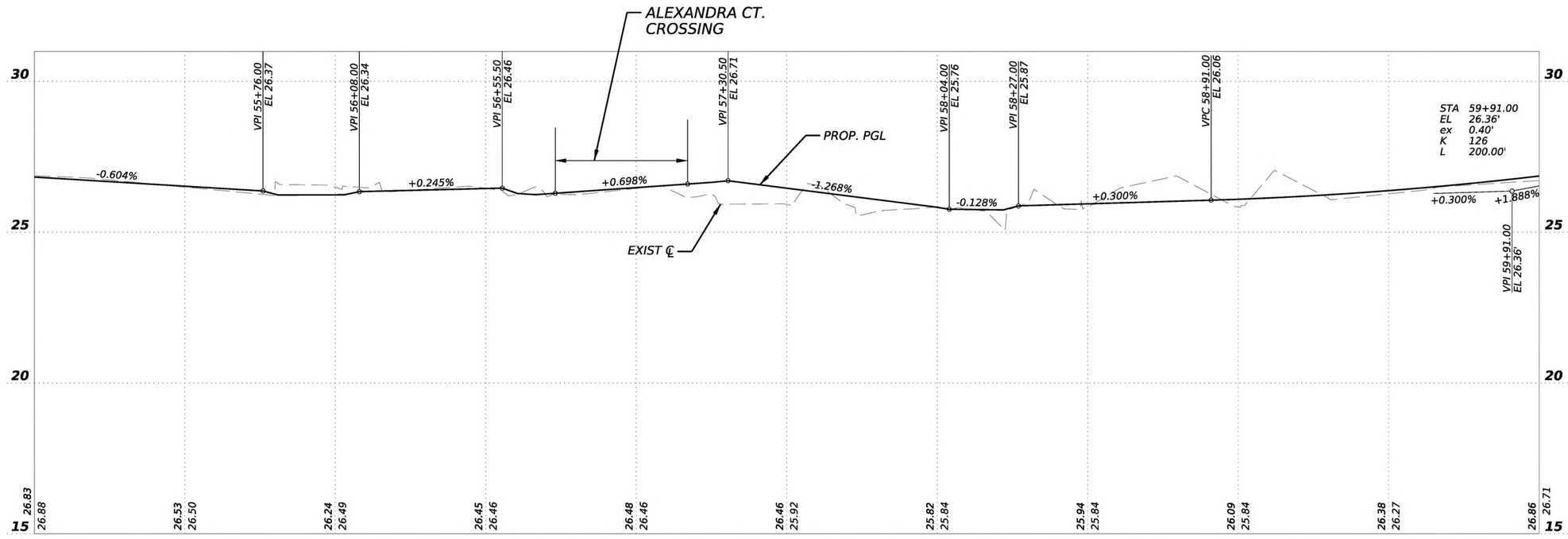
SHEET LEGEND

SHARE THE ROAD — W16-1
M6-1
END — M4-6P
PROP. SIGN
BIKE ROUTE — D11-1

LEGEND

- PROP. CONCRETE PAVEMENT
- PROP. ASPHALT PAVEMENT
- EXIST. R.O.W.
- EXIST. DIRECTION OF TRAFFIC
- EXIST. SIDEWALK
- EXIST. EDGE OF PAVEMENT
- EXIST. FENCE
- GAS — EXIST. FENCE
- SS — EXIST. SANITARY SEWER
- WTR — EXIST. WATER
- OHE — EXIST. OVERHEAD ELECTRIC





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SOUTHMOST NATURE TRAIL PHASE III

PLAN & PROFILE

FROM STA. 55+00.00
TO STA. 60+00.00

SCALE:
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VERT: 1"=2'

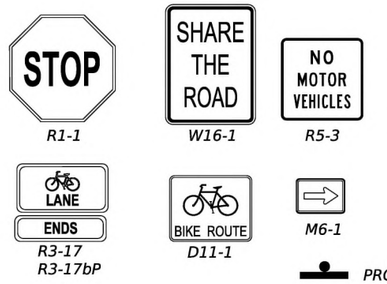
SHEET 10 OF 20

CONT	SECT	JOB	HIGHWAY
0921	06	360	S.N.T.III
DIST	COUNTY		SHEET NO.
PHR	CAMERON		52

100% SUBMITTAL

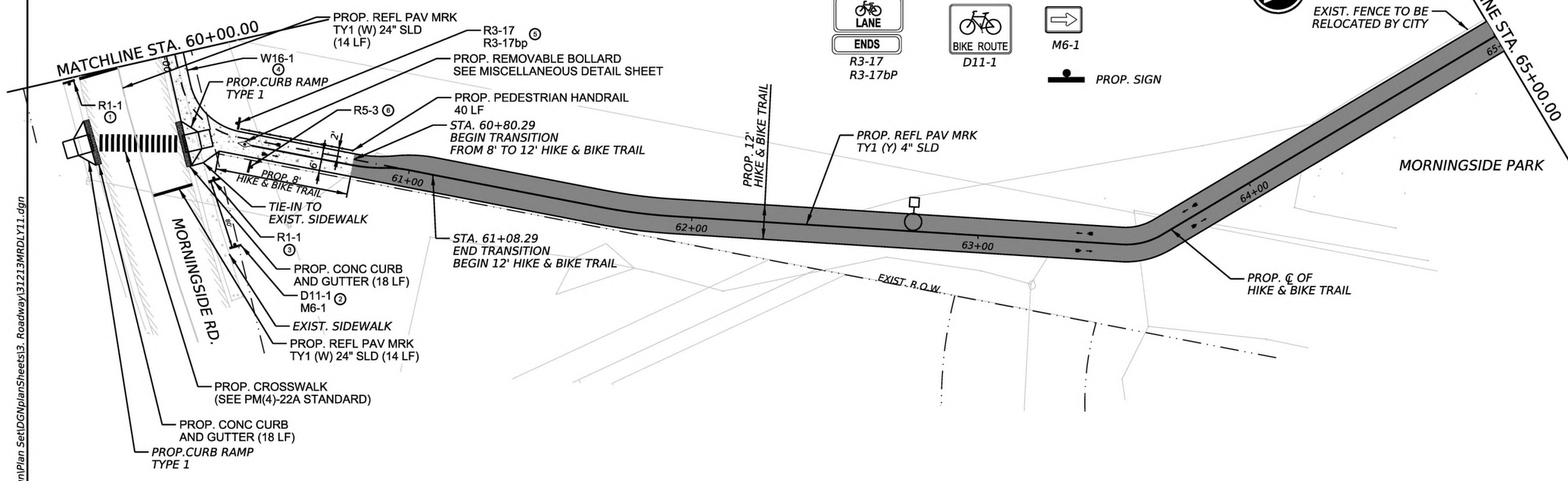
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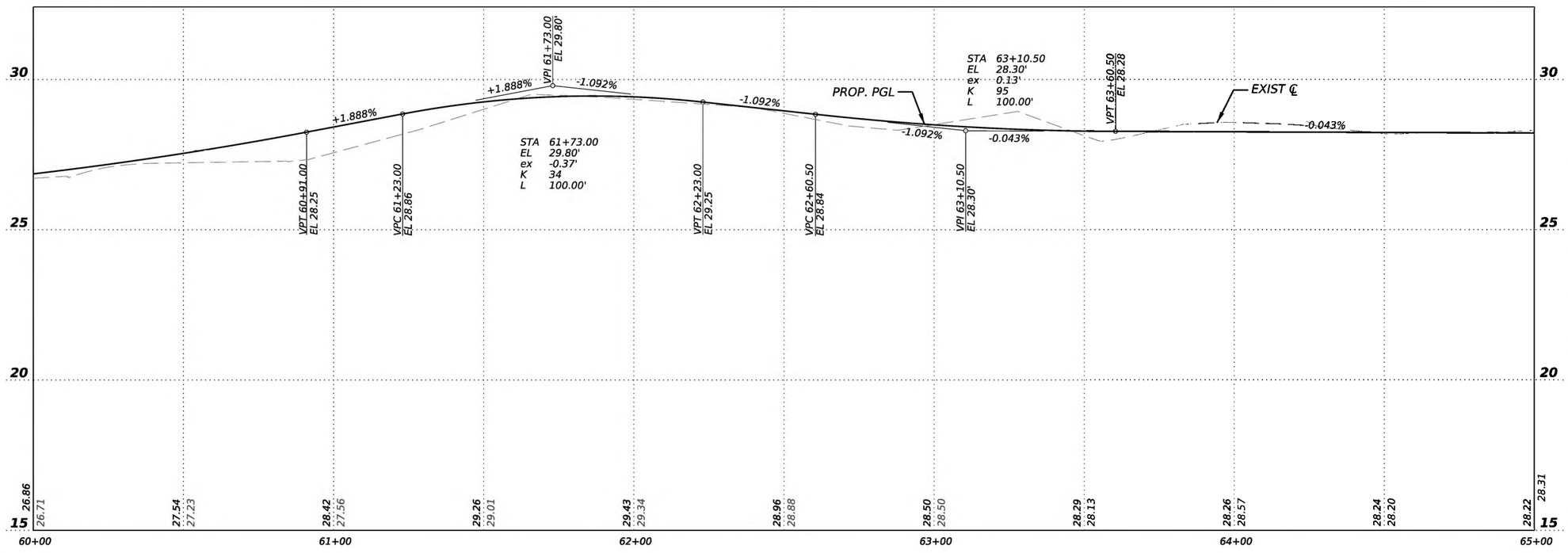
SHEET LEGEND



LEGEND

- PROP. CONCRETE PAVEMENT
- PROP. ASPHALT PAVEMENT
- EXIST. R.O.W.
- EXIST. DIRECTION OF TRAFFIC
- EXIST. SIDEWALK
- EXIST. EDGE OF PAVEMENT
- EXIST. FENCE
- GAS — EXIST. FENCE
- SS — EXIST. SANITARY SEWER
- WTR — EXIST. WATER
- OHE — EXIST. OVERHEAD ELECTRIC





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HOUSTON, TEXAS.77084
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Texas Department of Transportation

SOUTHMOST NATURE TRAIL PHASE III

PLAN & PROFILE

FROM STA. 60+00.00
TO STA. 65+00.00

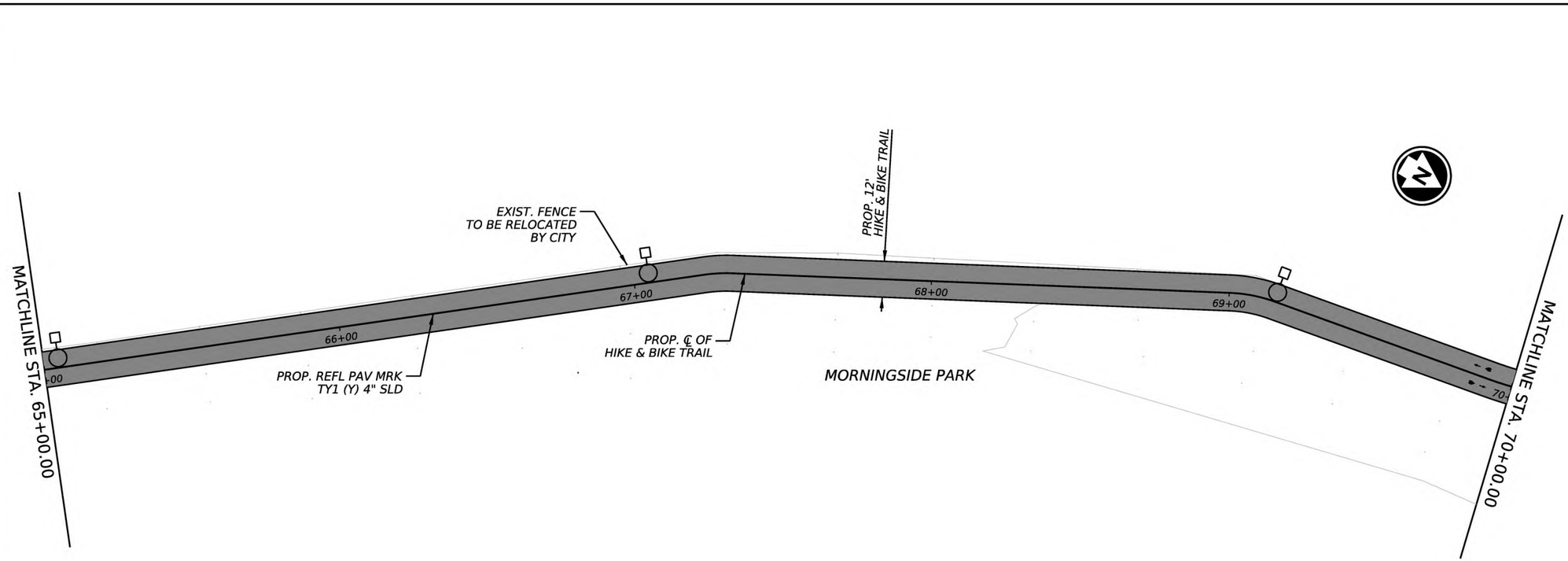
SCALE:
HORIZ: 1" = 40'
VERT: 1"=2'

SHEET 11 OF 20

CONT	SECT	JOB	HIGHWAY
0921	06	360	S.N.T.III
DIST	COUNTY		SHEET NO.
PHR	CAMERON		53

100% SUBMITTAL

DATE: 2/26/2026 10:16:56 AM
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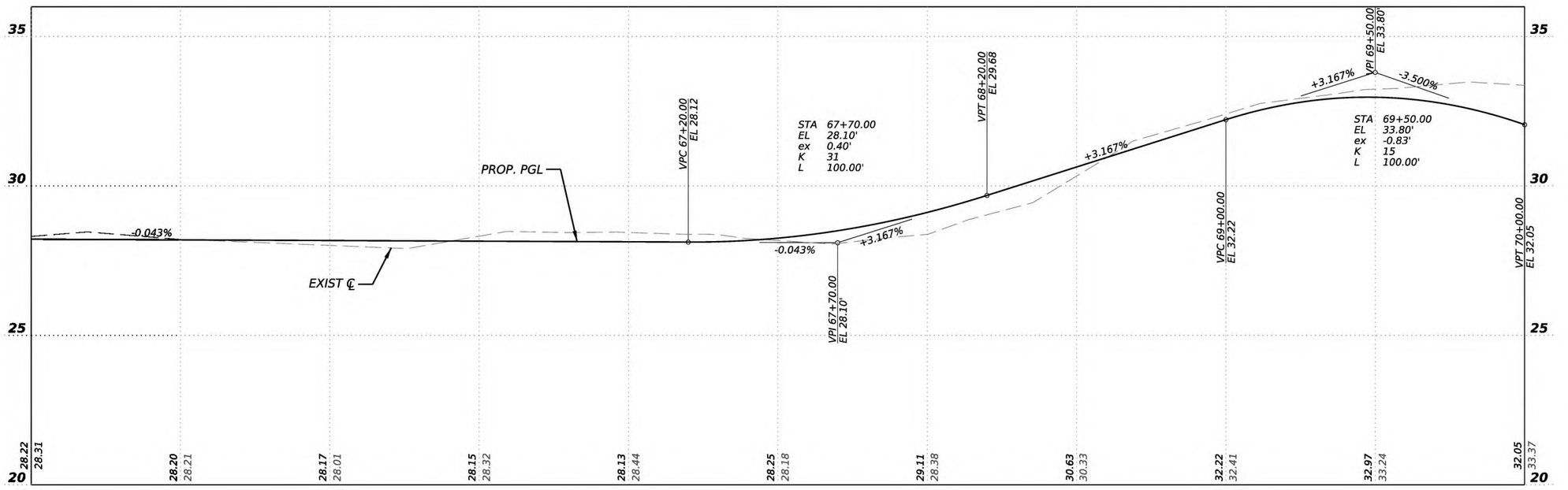


LEGEND

- PROP. CONCRETE PAVEMENT
- PROP. ASPHALT PAVEMENT
- EXIST. R.O.W.
- EXIST. DIRECTION OF TRAFFIC
- EXIST. SIDEWALK
- EXIST. EDGE OF PAVEMENT
- EXIST. FENCE
- GAS — EXIST. FENCE
- SS — EXIST. SANITARY SEWER
- WTR — EXIST. WATER
- OHE — EXIST. OVERHEAD ELECTRIC

NOTES:

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SOUTHMOST NATURE TRAIL PHASE III

PLAN & PROFILE

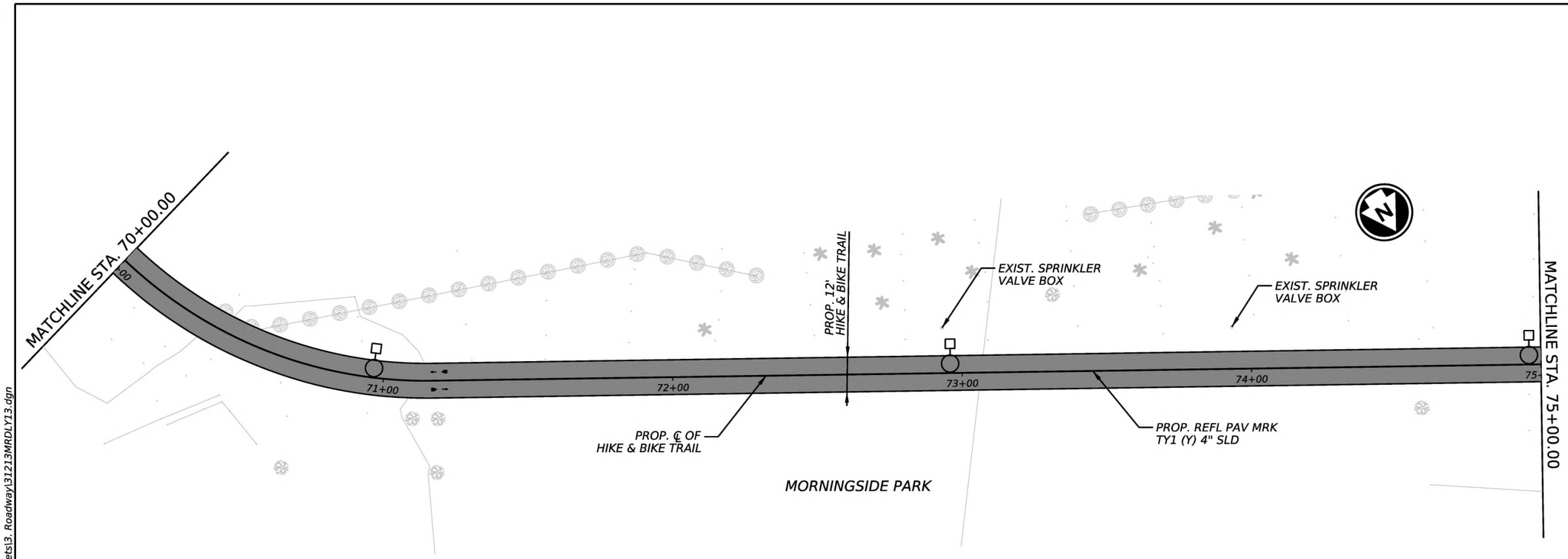
FROM STA. 65+00.00
TO STA. 70+00.00

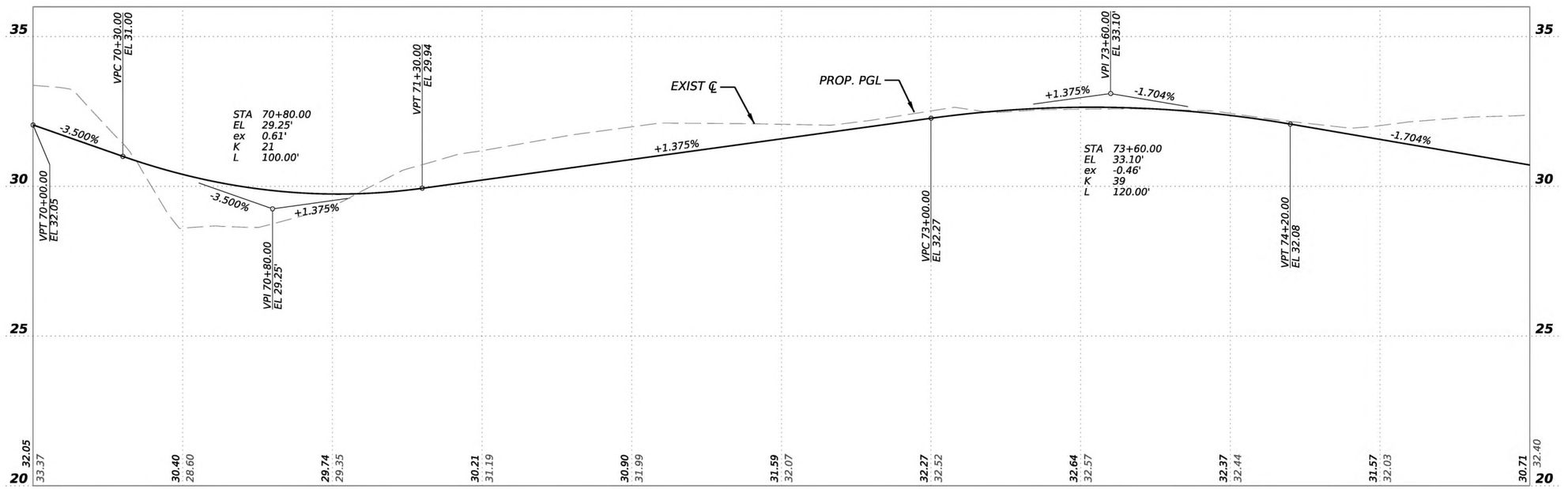
SCALE:
HORIZ: 1" = 40'
VERT: 1"=2'

SHEET 12 OF 20

CONT	SECT	JOB	HIGHWAY
0921	06	360	S.N.T.III
DIST	COUNTY		SHEET NO.
PHR	CAMERON		54

100% SUBMITTAL





LEGEND

- PROP. CONCRETE PAVEMENT
- PROP. ASPHALT PAVEMENT
- EXIST. R.O.W.
- EXIST. DIRECTION OF TRAFFIC
- EXIST. SIDEWALK
- EXIST. EDGE OF PAVEMENT
- EXIST. FENCE
- GAS — EXIST. FENCE
- SS — EXIST. SANITARY SEWER
- WTR — EXIST. WATER
- OHE — EXIST. OVERHEAD ELECTRIC

NOTES:

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SOUTHMOST NATURE TRAIL PHASE III

PLAN & PROFILE

FROM STA. 70+00.00
TO STA. 75+00.00

SCALE:
HORIZ: 1" = 40'
VERT: 1"=2'

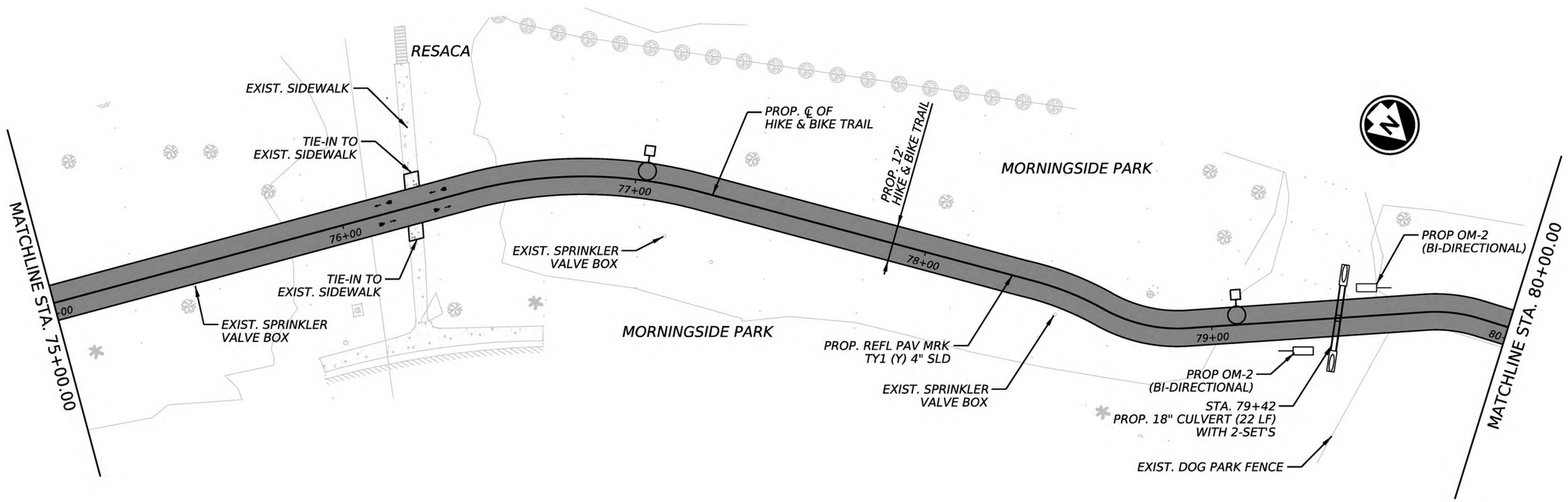
SHEET 13 OF 20

CONT	SECT	JOB	HIGHWAY
0921	06	360	S.N.T.III
DIST	COUNTY		SHEET NO.
PHR	CAMERON		55

DATE: 2/26/2026 10:17:00 AM
FILE: \\mcallen2.rrpeng.com\sbproj_mcallen2\Projectlu3121\WA# 02 Southmost Nature Trail Phase III\4 - Design\Plan Set\DGN\plan\Sheets\3. Roadway\31213MRDLY13.dgn

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DATE: 2/26/2026 10:17:05 AM
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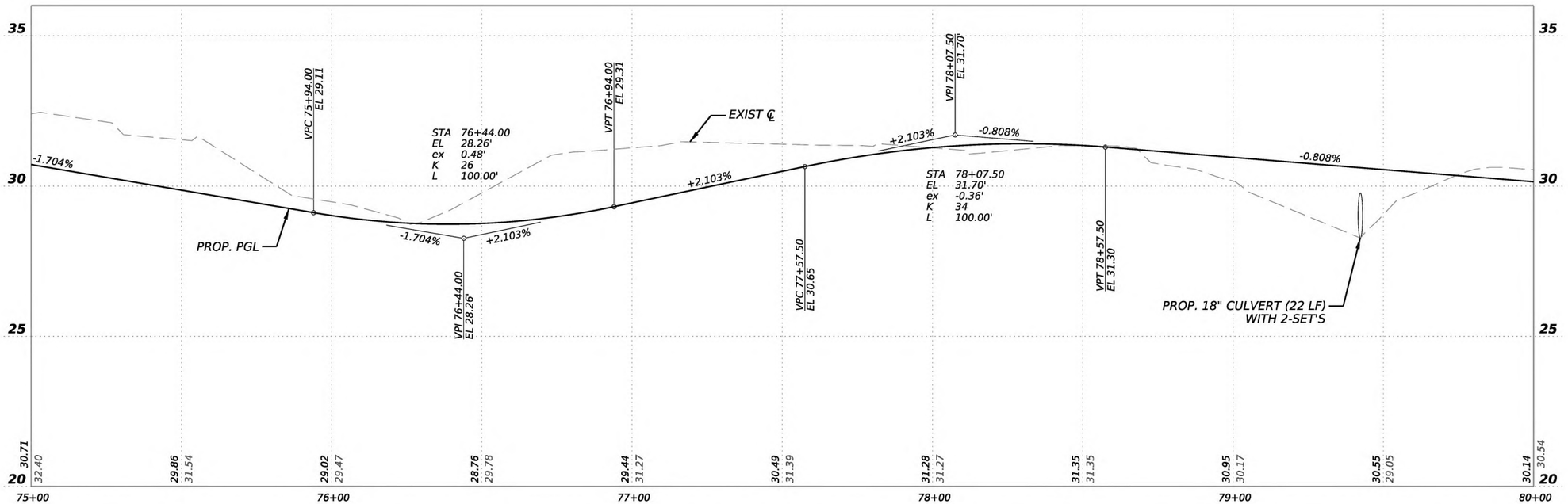


LEGEND

- PROP. CONCRETE PAVEMENT
- PROP. ASPHALT PAVEMENT
- EXIST. R.O.W.
- EXIST. DIRECTION OF TRAFFIC
- EXIST. SIDEWALK
- EXIST. EDGE OF PAVEMENT
- EXIST. FENCE
- GAS EXIST. FENCE
- SS EXIST. SANITARY SEWER
- WTR EXIST. WATER
- OHE EXIST. OVERHEAD ELECTRIC

NOTES:

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HOUSTON, TEXAS-77084
TEXAS BOARD OF PROFESSIONAL ENGINEERS NO: 4440

Texas Department of Transportation

SOUTHMOST NATURE TRAIL PHASE III

PLAN & PROFILE

FROM STA. 75+00.00
TO STA. 80+00.00

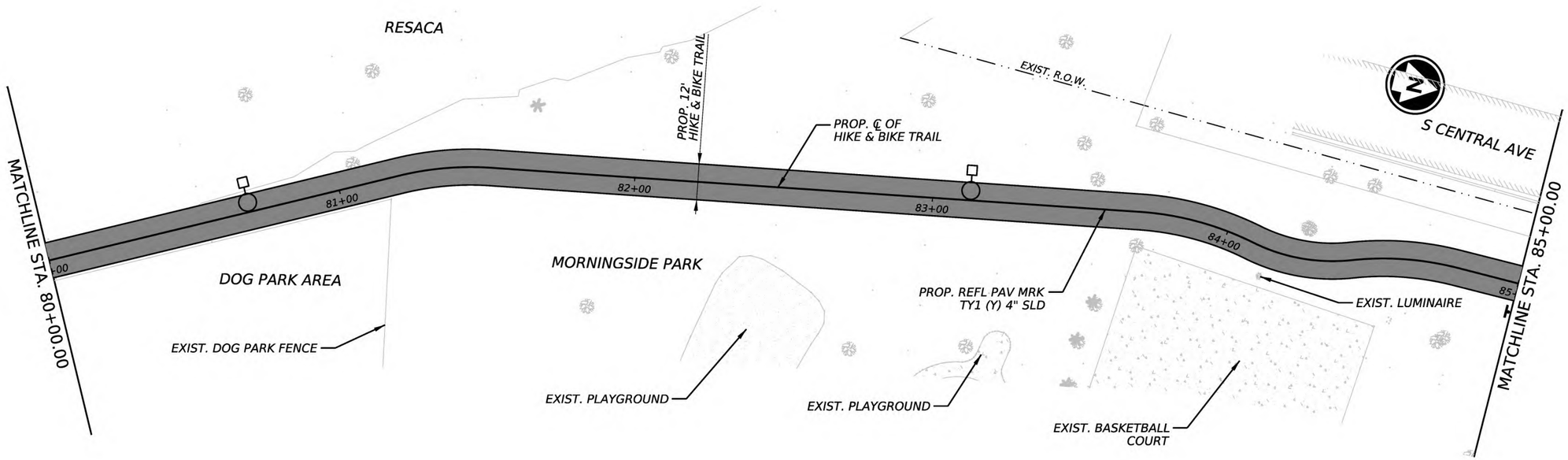
SCALE:
HORIZ: 1" = 40'
VERT: 1"=2'

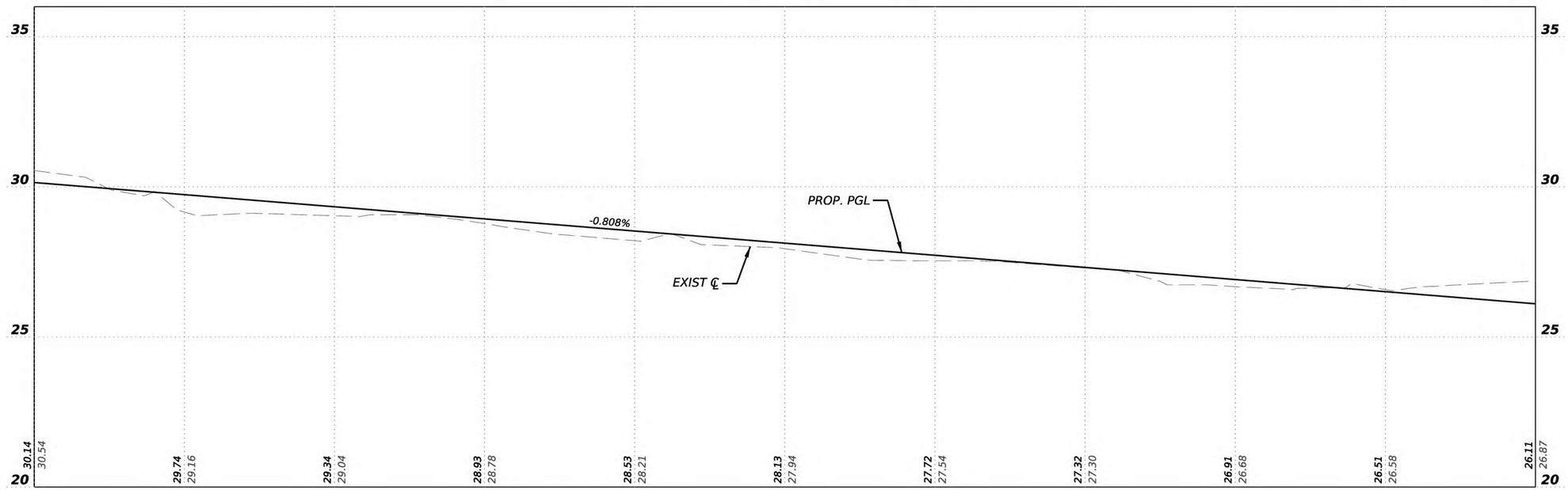
SHEET 14 OF 20

CONT	SECT	JOB	HIGHWAY
0921	06	360	S.N.T.III
DIST	COUNTY		SHEET NO.
PHR	CAMERON		56

100% SUBMITTAL

DATE: 2/26/2026 10:17:08 AM
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LEGEND

- PROP. CONCRETE PAVEMENT
- PROP. ASPHALT PAVEMENT
- EXIST. R.O.W.
- EXIST. DIRECTION OF TRAFFIC
- EXIST. SIDEWALK
- EXIST. EDGE OF PAVEMENT
- EXIST. FENCE
- GAS — EXIST. FENCE
- SS — EXIST. SANITARY SEWER
- WTR — EXIST. WATER
- OHE — EXIST. OVERHEAD ELECTRIC

NOTES:

FOR ALIGNMENT DATA REFER TO ALIGNMENT DATA SHEET

STATE OF TEXAS
ABEL MARROQUIN III
134752
REGISTERED PROFESSIONAL ENGINEER
P.E.
03-04-26

BROWNSVILLE
On the Border. By the Sea.

RRP CONSULTING ENGINEERS LLC
1400, BROADFIELD BLVD.
HOUSTON, TEXAS-77084
TEXAS BOARD OF PROFESSIONAL ENGINEERS NO: 4440

Texas Department of Transportation

SOUTHMOST NATURE TRAIL PHASE III

PLAN & PROFILE

FROM STA. 80+00.00
TO STA. 85+00.00

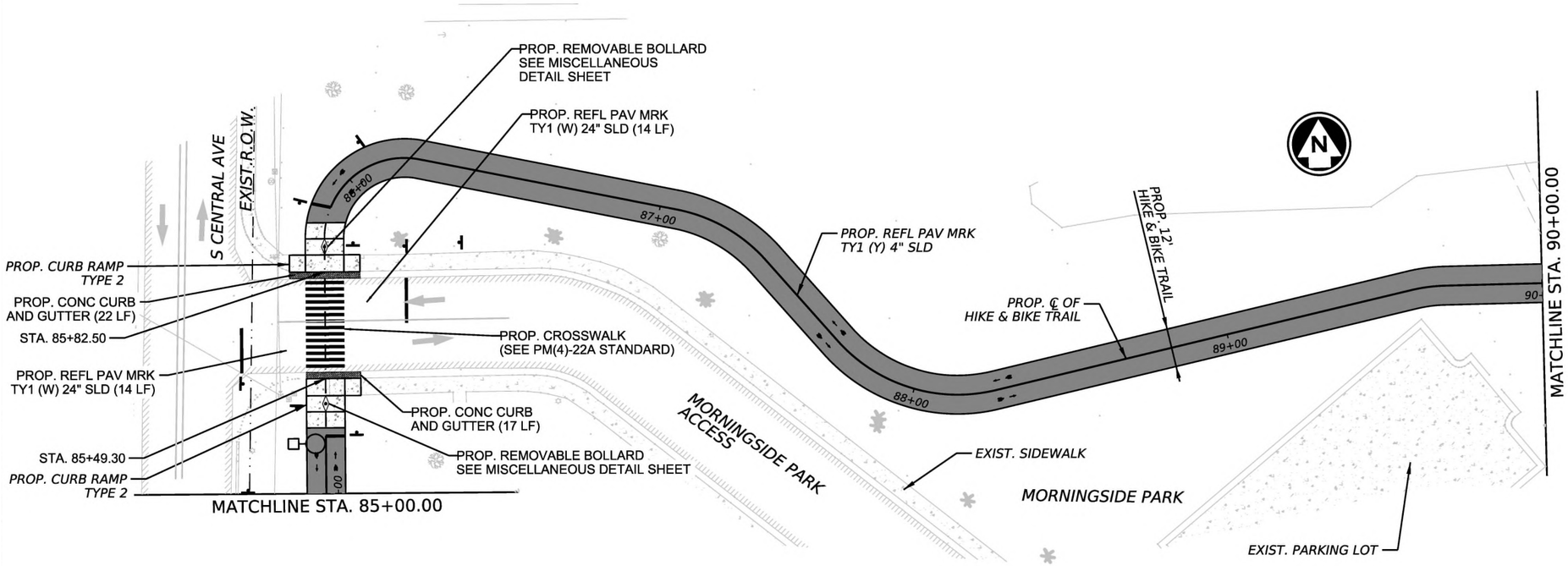
SCALE:
HORIZ: 1" = 40'
VERT: 1"=2'

SHEET 15 OF 20

CONT	SECT	JOB	HIGHWAY
0921	06	360	S.N.T.III
DIST	COUNTY		SHEET NO.
PHR	CAMERON		57

100% SUBMITTAL

DATE: 2/26/2026 10:17:21 AM
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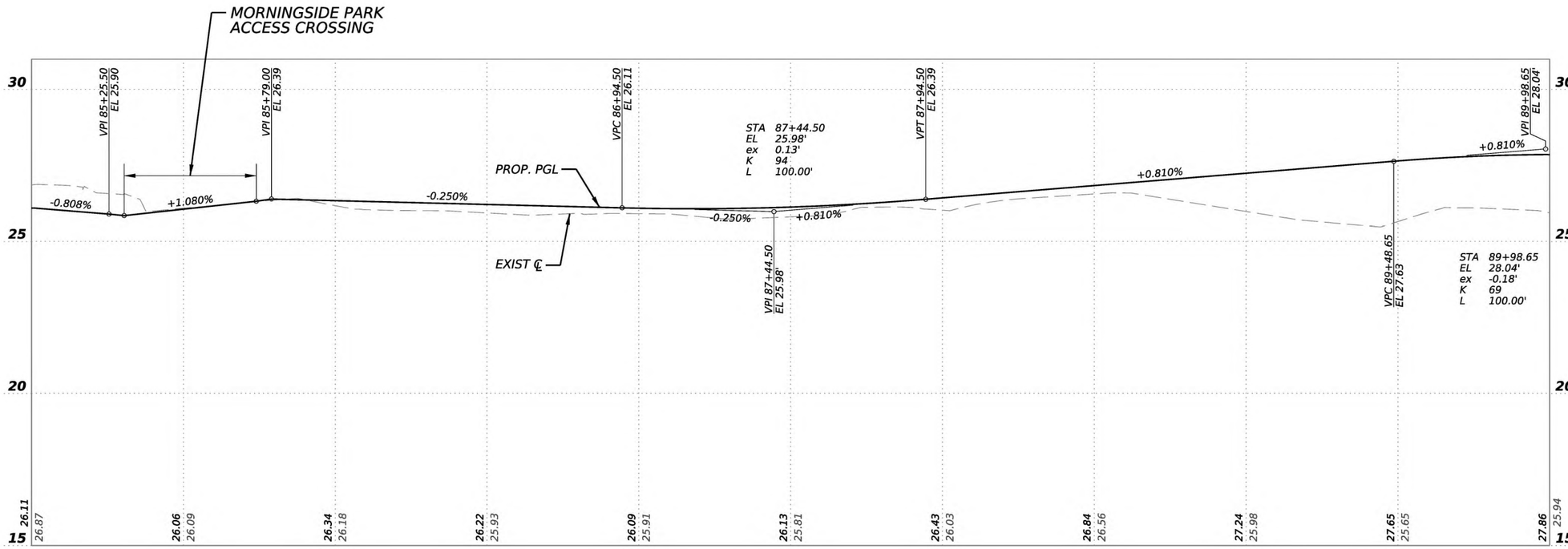


LEGEND

- PROP. CONCRETE PAVEMENT
- PROP. ASPHALT PAVEMENT
- EXIST. R.O.W.
- EXIST. DIRECTION OF TRAFFIC
- EXIST. SIDEWALK
- EXIST. EDGE OF PAVEMENT
- EXIST. FENCE
- GAS EXIST. FENCE
- SS EXIST. SANITARY SEWER
- WTR EXIST. WATER
- OHE EXIST. OVERHEAD ELECTRIC

NOTES:

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Texas Department of Transportation

SOUTHMOST NATURE TRAIL PHASE III

PLAN & PROFILE

FROM STA. 85+00.00
TO STA. 90+00.00

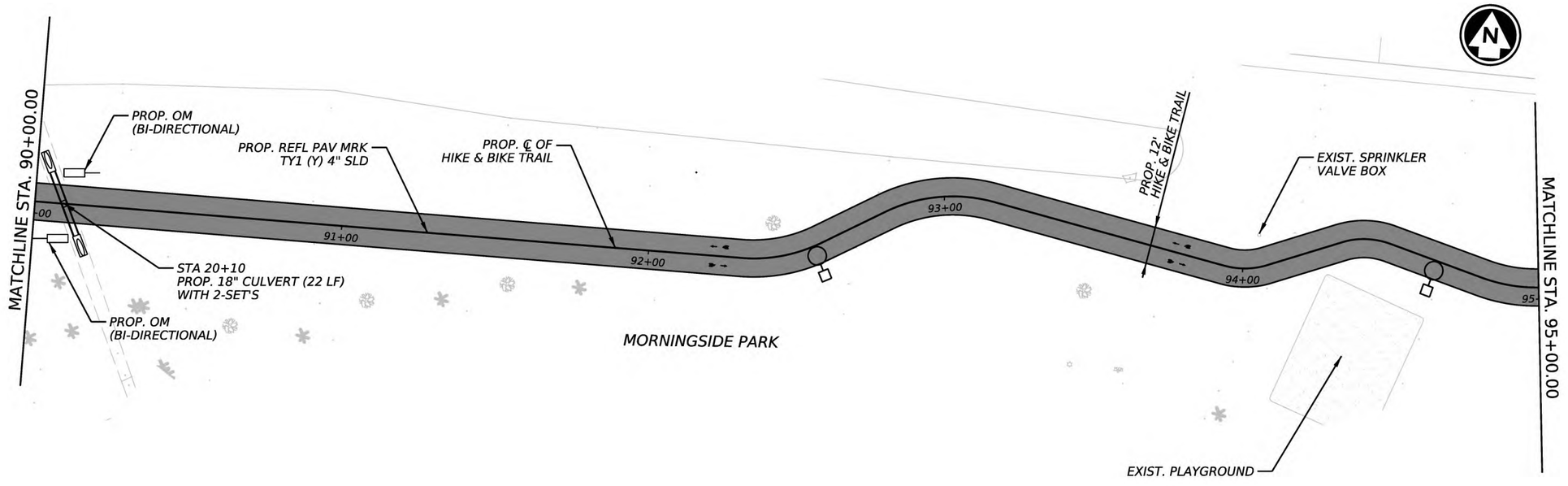
SCALE:
HORIZ: 1" = 40'
VERT: 1"=2'

SHEET 16 OF 20

CONT	SECT	JOB	HIGHWAY
0921	06	360	S.N.T.III
DIST	COUNTY		SHEET NO.
PHR	CAMERON		58

100% SUBMITTAL

DATE: 2/26/2026 10:17:26 AM
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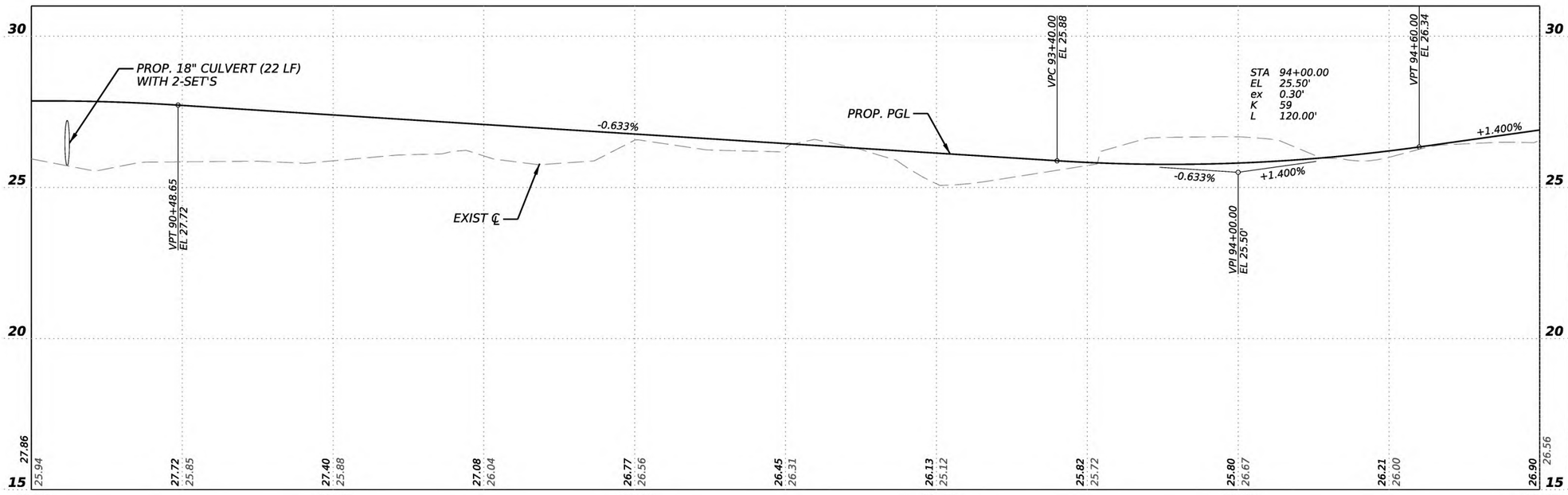


LEGEND

- PROP. CONCRETE PAVEMENT
- PROP. ASPHALT PAVEMENT
- EXIST. R.O.W.
- EXIST. DIRECTION OF TRAFFIC
- EXIST. SIDEWALK
- EXIST. EDGE OF PAVEMENT
- EXIST. FENCE
- GAS EXIST. FENCE
- SS EXIST. SANITARY SEWER
- WTR EXIST. WATER
- OHE EXIST. OVERHEAD ELECTRIC

NOTES:

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SOUTHMOST NATURE TRAIL PHASE III

PLAN & PROFILE

FROM STA. 90+00.00
TO STA. 95+00.00

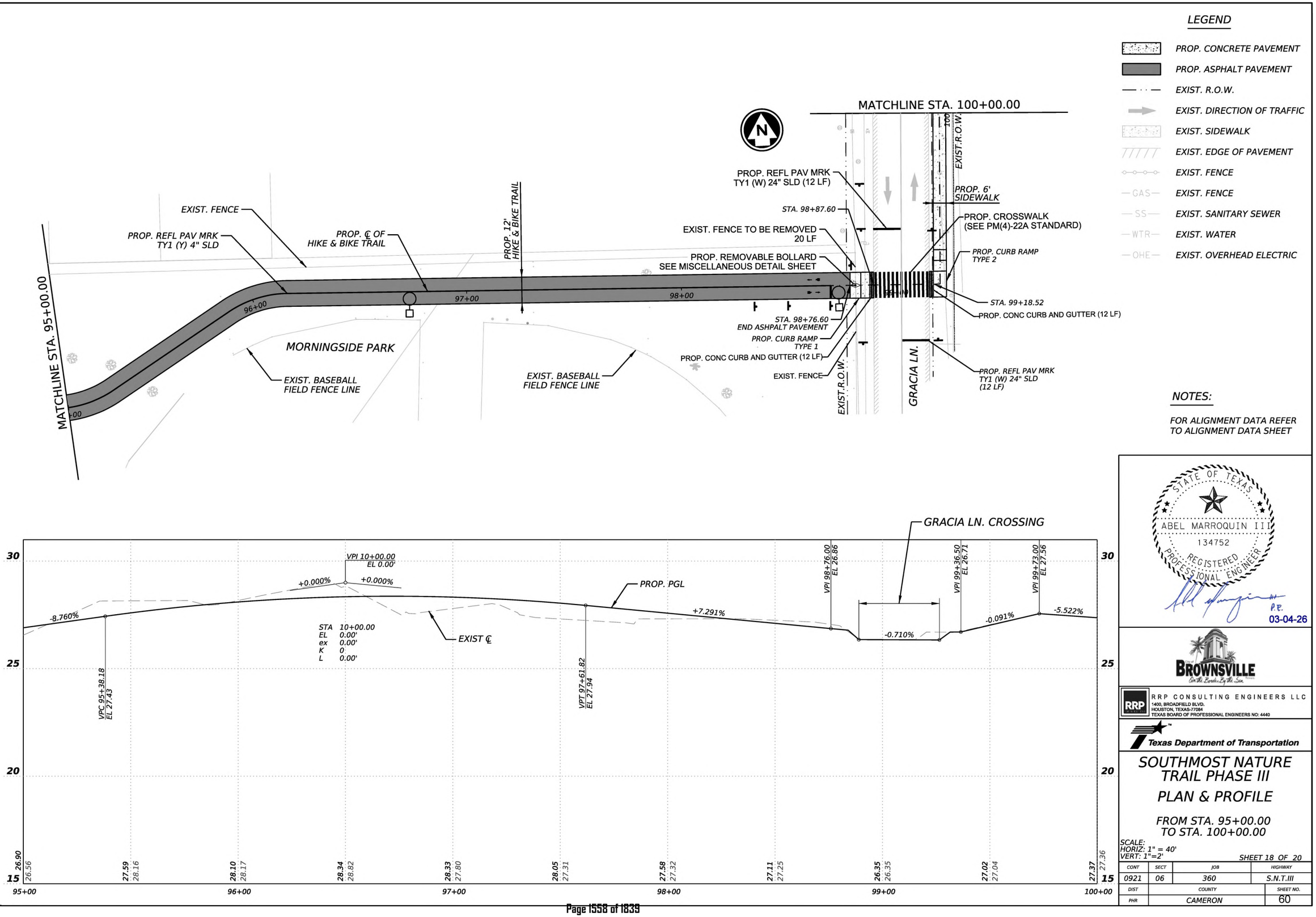
SCALE:
HORIZ: 1" = 40'
VERT: 1"=2'

SHEET 17 OF 20

CONT	SECT	JOB	HIGHWAY
0921	06	360	S.N.T.III
DIST	COUNTY		SHEET NO.
PHR	CAMERON		59

100% SUBMITTAL

DATE: 2/26/2026 10:17:31 AM
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LEGEND

- PROP. CONCRETE PAVEMENT
- PROP. ASPHALT PAVEMENT
- EXIST. R.O.W.
- EXIST. DIRECTION OF TRAFFIC
- EXIST. SIDEWALK
- EXIST. EDGE OF PAVEMENT
- EXIST. FENCE
- —GAS— EXIST. FENCE
- —SS— EXIST. SANITARY SEWER
- —WTR— EXIST. WATER
- —OHE— EXIST. OVERHEAD ELECTRIC

NOTES:

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Texas Department of Transportation

SOUTHMOST NATURE TRAIL PHASE III

PLAN & PROFILE

FROM STA. 95+00.00
TO STA. 100+00.00

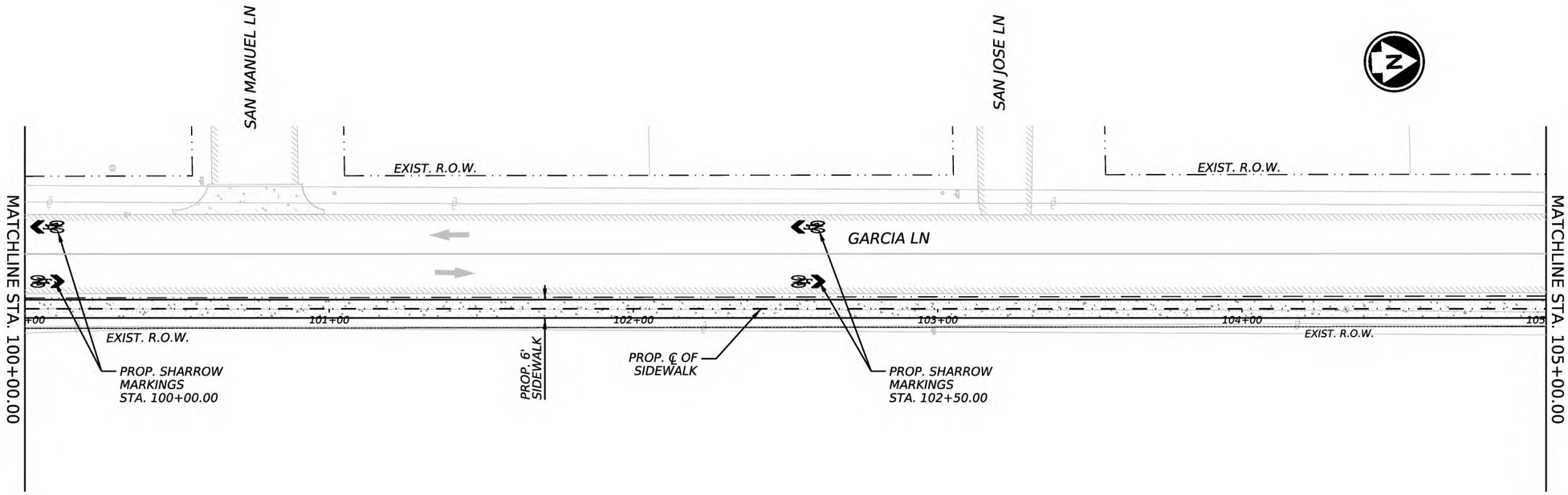
SCALE:
HORIZ: 1" = 40'
VERT: 1"=2'

SHEET 18 OF 20

CONT	SECT	JOB	HIGHWAY
0921	06	360	S.N.T.III
DIST	COUNTY		SHEET NO.
PHR	CAMERON		60

100% SUBMITTAL

DATE: 2/26/2026 10:17:36 AM
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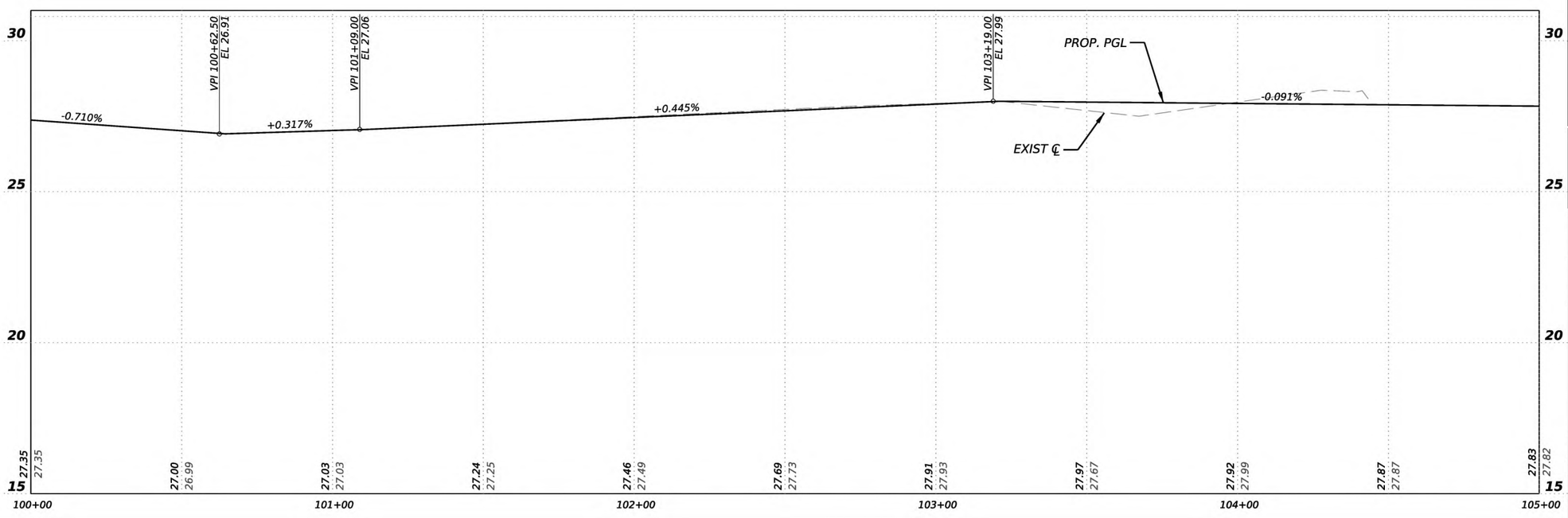


LEGEND

- PROP. CONCRETE PAVEMENT
- PROP. ASPHALT PAVEMENT
- EXIST. R.O.W.
- EXIST. DIRECTION OF TRAFFIC
- EXIST. SIDEWALK
- EXIST. EDGE OF PAVEMENT
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NOTES:

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SOUTHMOST NATURE TRAIL PHASE III

PLAN & PROFILE

FROM STA. 100+00.00
TO STA. 105+00.00

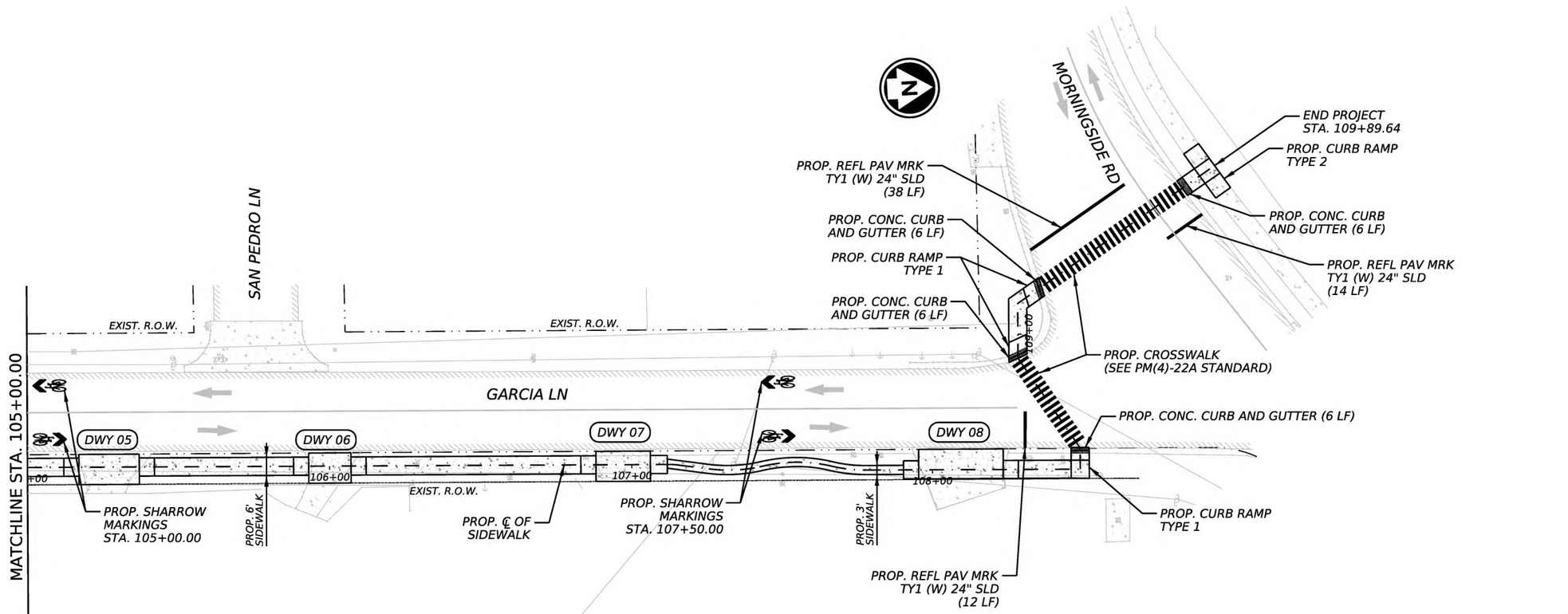
SCALE:
HORIZ: 1" = 40'
VERT: 1"=2'

SHEET 19 OF 20

CONT	SECT	JOB	HIGHWAY
0921	06	360	S.N.T.III
DIST	COUNTY		SHEET NO.
PHR	CAMERON		61

100% SUBMITTAL

DATE: 2/26/2026 10:17:41 AM
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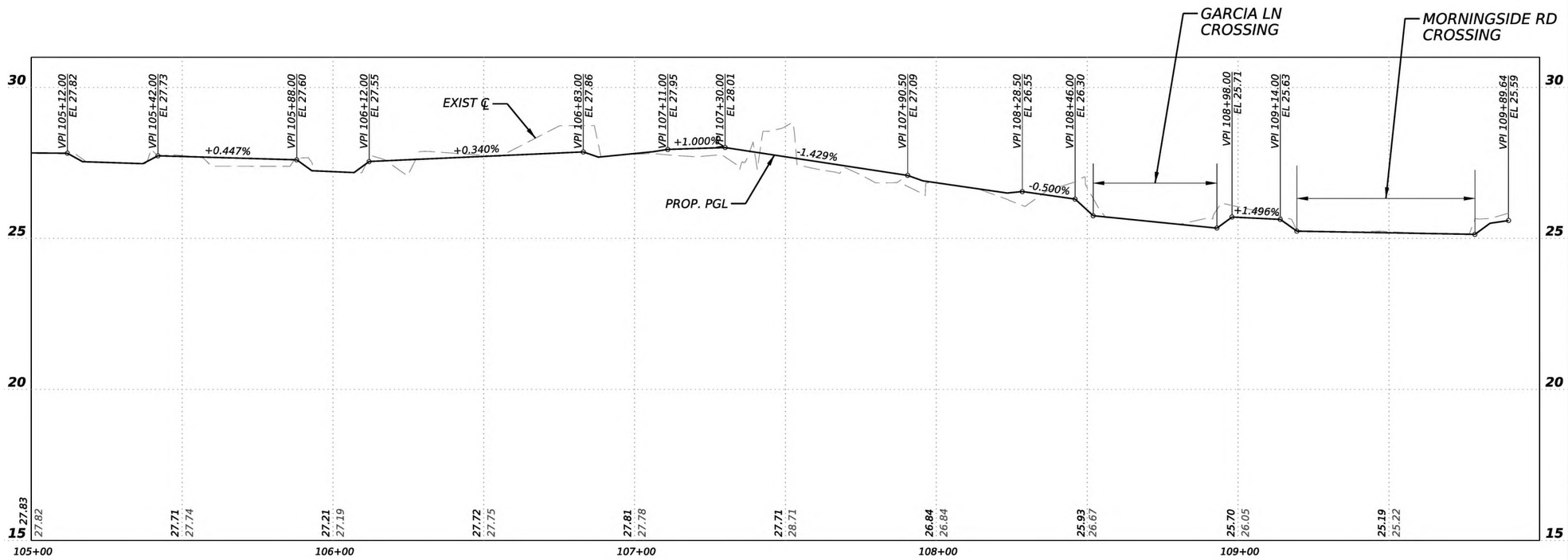


LEGEND

- PROP. CONCRETE PAVEMENT
- PROP. ASPHALT PAVEMENT
- EXIST. R.O.W.
- EXIST. DIRECTION OF TRAFFIC
- EXIST. SIDEWALK
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NOTES:

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SOUTHMOST NATURE TRAIL PHASE III

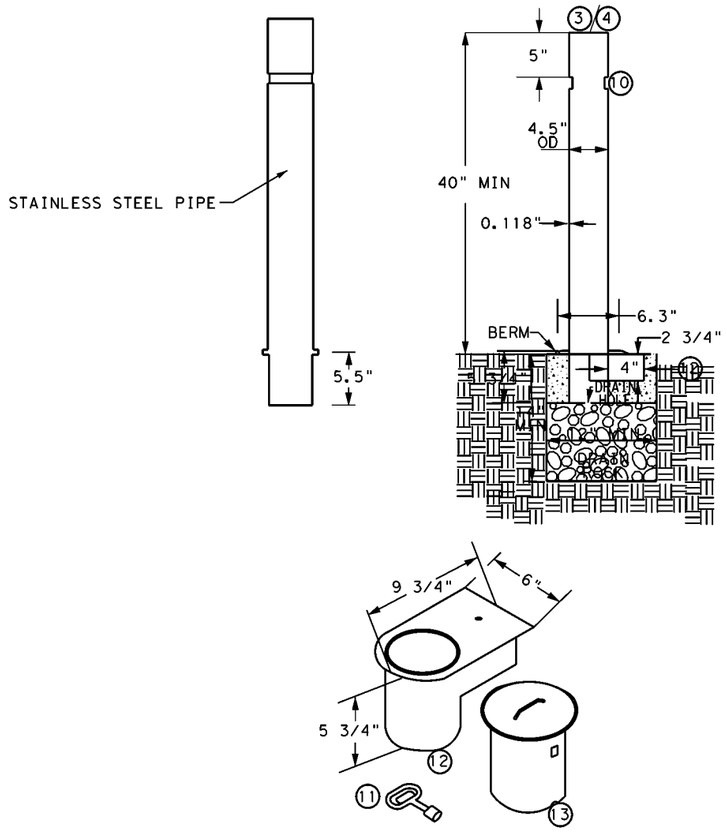
PLAN & PROFILE

FROM STA. 105+00.00
TO STA. 109+89.63

SCALE:
HORIZ: 1" = 40'
VERT: 1"=2'

SHEET 20 OF 20

CONT	SECT	JOB	HIGHWAY
0921	06	360	S.N.T.III
DIST	COUNTY		SHEET NO.
PHR	CAMERON		62

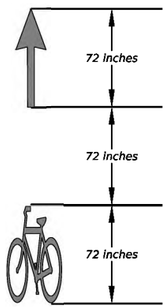


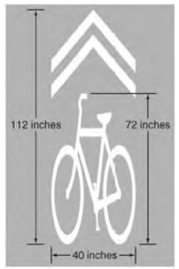
REMOVABLE BOLLARD
SCALE: N.T.S.

R-846X/847X Bollard Series				
Ite	Part Numb	Description	Material	Weight
1	R-8460	Fixed Bollard	Stainless Steel, Grade 316	20.0 lbs
2	R-8460-RA	Fixed Bollard	Stainless Steel, Grade 316, With Powder	20.0 lbs
3	R-8462	Removable Bollard	Stainless Steel, Grade 316	20.0 lbs
4	R-8462-RA	Removable Bollard	Stainless Steel, Grade 316, With Powder	20.0 lbs
5	R-8471	Retractable Bollard, Lockable in Raised Position	Stainless Steel, Grade 316	25.0 lbs
6	R-8471-RA	Retractable Bollard, Lockable in Raised Position	Stainless Steel, Grade 316, With Powder	25.0 lbs
7	R-8472	Retractable Bollard, Lockable in Raised and Lowered Position	Stainless Steel, Grade 316	25.0 lbs
8	R-8472-RA	Retractable Bollard, Lockable in Raised and Lowered Position	Stainless Steel, Grade 316, With Powder	25.0 lbs

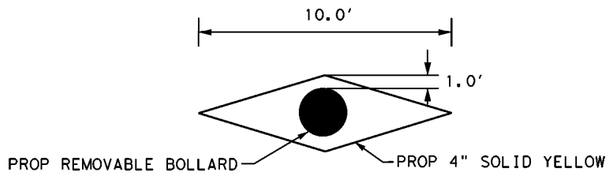
R-846X/847X Bollard Series - Mount Options & Accessories				
Ite	Part Numb	Description	Material	Weight
9		Retractable Bollard Key (2 key included per mount, optional, additional keys	Steel	
10		Reflective Tape - White, Yellow, Blue or Red	Plastic	
11		Removable Bollard Receiver Mount Key (1 key included per mount, optional,	Steel	
12		Removable Bollard Receiver Mount	Steel, With Powder Coated Surface	8 lbs
13		Removable Bollard Receiver Mount Cover	Steel, With Powder Coated Surface	5 lbs
14		Retractable Bollard Receiver Mount	Steel, With Powder Coated Surface	30 lbs

* Or approved Equal
** Minimum Foundation Size Depends On Local Soil Conditions, Weather Conditions & Engineering Requirements





BIKE SYMBOL DETAILS
SCALE: N.T.S.



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Texas Department of Transportation

SOUTHMOST NATURE TRAIL PHASE III

MISCELLANEOUS DETAILS

SCALE: N.T.S. SHEET 1 OF 1

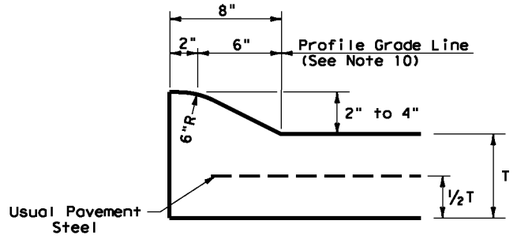
CONT	SECT	JOB	HIGHWAY
0921	06	360	
DIST	COUNTY		SHEET NO.
PHARR	CAMERON		63

100% SUBMITTAL

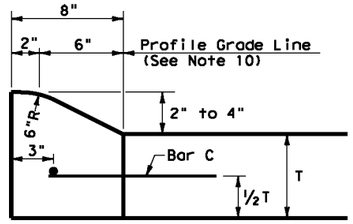
DATE: 2/12/2026 7:19:10 AM
FILE: N:\Projects\3121\WA# 02 Southmost Nature Trail Phase III\4 - Design\Plan Set\DGN\planSheets\10. Miscellaneous\GO-BY Miscellaneous detail.dgn

100% SUBMITTAL
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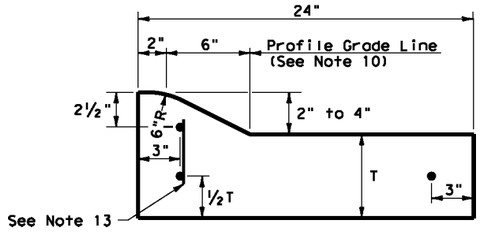
DATE:
FILE:



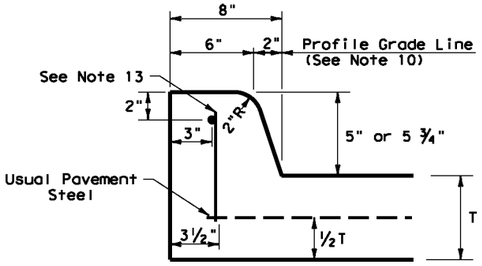
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2" - 4" HEIGHT



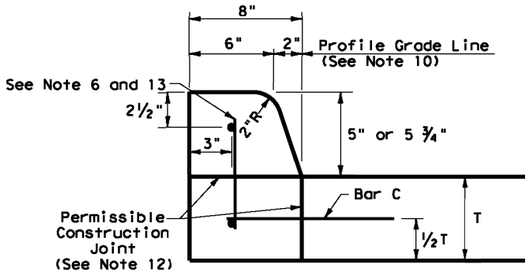
TYPE I CURB
2" - 4" HEIGHT



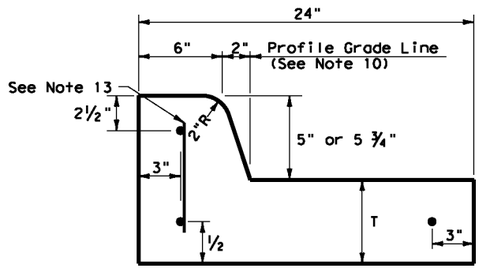
TYPE I CURB AND GUTTER
2" - 4" HEIGHT



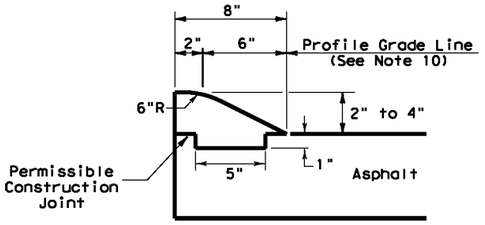
TYPE II CURB (MONOLITHIC)
5" - 5 ¾" HEIGHT



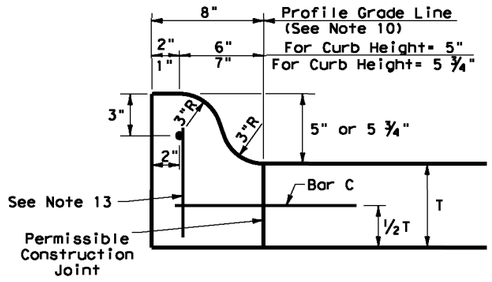
TYPE II CURB
5" - 5 ¾" HEIGHT



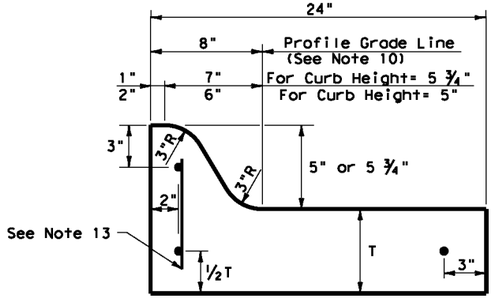
TYPE II CURB AND GUTTER
5" - 5 ¾" HEIGHT



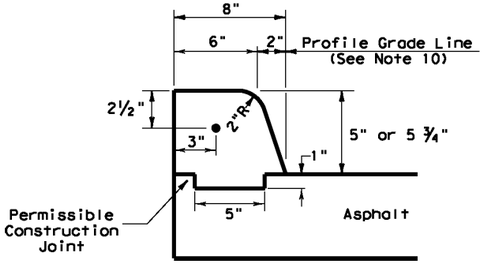
TYPE III CURB (KEYED)
2" - 4" HEIGHT



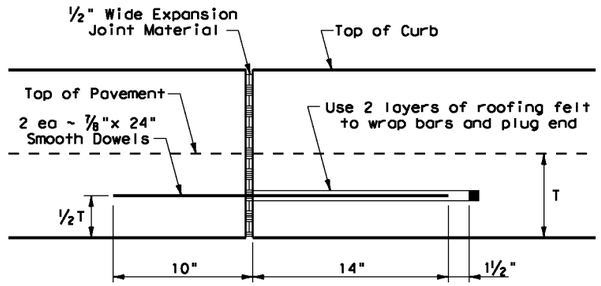
TYPE IIa CURB
5" - 5 ¾" HEIGHT



TYPE IIa CURB AND GUTTER
5" - 5 ¾" HEIGHT

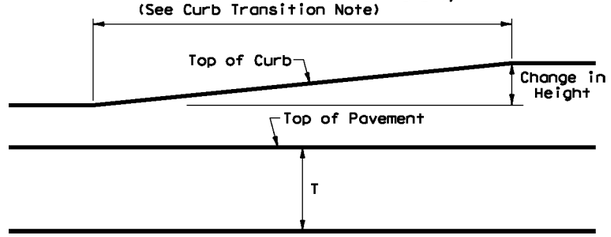


TYPE IV CURB (KEYED)
5" - 5 ¾" HEIGHT



EXPANSION JOINT DETAIL

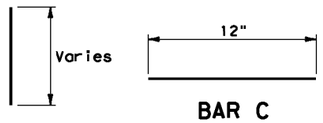
CURB TRANSITION NOTE:
Field conditions may require a longer or shorter transition, and shall be shown elsewhere in the plans, or as directed by the Engineer.



CURB TRANSITION
Note: To be paid for as Highest Curb

GENERAL NOTES

1. All materials and construction shall be in accordance with Item 529, "Concrete Curb, Gutter, and Combined Curb and Gutter."
2. Concrete shall be Class A.
3. When reinforcing bars are used, they shall be No.4 unless otherwise shown. The use of fiber reinforced concrete in lieu of reinforcing steel is acceptable. Use fibers meeting the requirements of DMS 4550, "Fibers for Concrete," and dose fibers in accordance with Material Producers List (MPL) "Fibers for Class A and B Concrete Applications."
4. Round exposed sharp edges with a rounding tool, to a minimum radius of ¼ inch.
5. All existing curbs and driveways to be removed shall be sawed or removed at existing joints.
6. Where concrete curb is to be placed on existing concrete pavement, Bar B may be drilled and grouted in place, or may be inserted into fresh concrete.
7. Expansion and contraction joints shall be constructed to match pavement joints in all curbs and curb and gutter adjacent to jointed concrete pavement. Where placement of curb or curb and gutter is not adjacent to concrete pavement, expansion joints shall be provided at structures, curb returns at streets, and at locations directed by The Engineer.
8. Vertical and horizontal dowel bars and transverse reinforcing bars shall be placed at four feet C-C.
9. Dimension 'T' shown is the thickness of concrete pavement. When curb is installed adjacent to flexible pavement dimension 'T' is 8" maximum.
10. Usual profile grade line. Refer to typical sections and plan-profile sheets for exact locations.
11. One-half inch expansion joint material shall be provided where curb or curb and gutter is adjacent to sidewalk or riprap.
12. When horizontal permissible construction joints are used, the longitudinal pavement steel shall be placed in accordance with pavement details shown elsewhere in the plans. Reinforcing steel for curb section shall then conform to that required for concrete curb.
13. Bar B placement as needed (typically at four ft. C-C) to support curb reinforcing steel during concrete placement.



BAR B

BAR C

Texas Department of Transportation

Design Division Standard

CONCRETE CURB AND CURB AND GUTTER

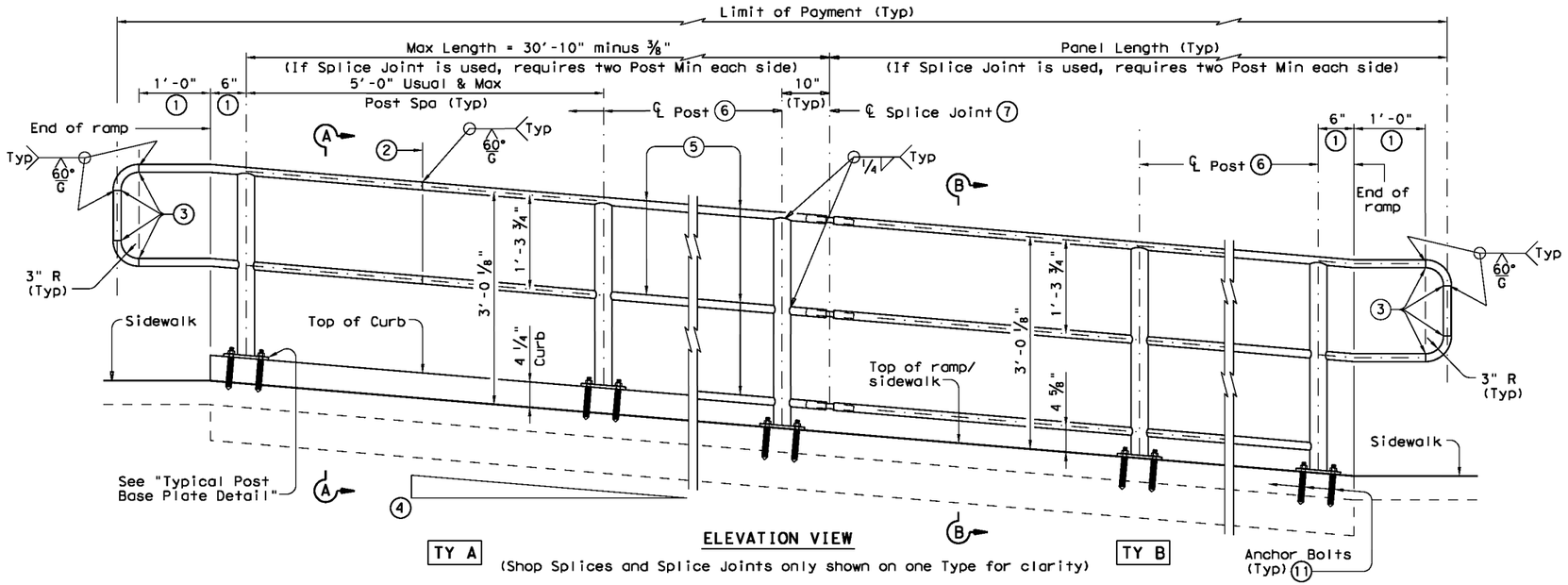
CCCG-22

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© TxDOT: JUNE 2022	CONT	SECT	JOB		HIGHWAY		
REVISIONS	0921	06	360		S.N.T.III		
	DIST	COUNTY				SHEET NO.	
	PHR	CAMERON				64	

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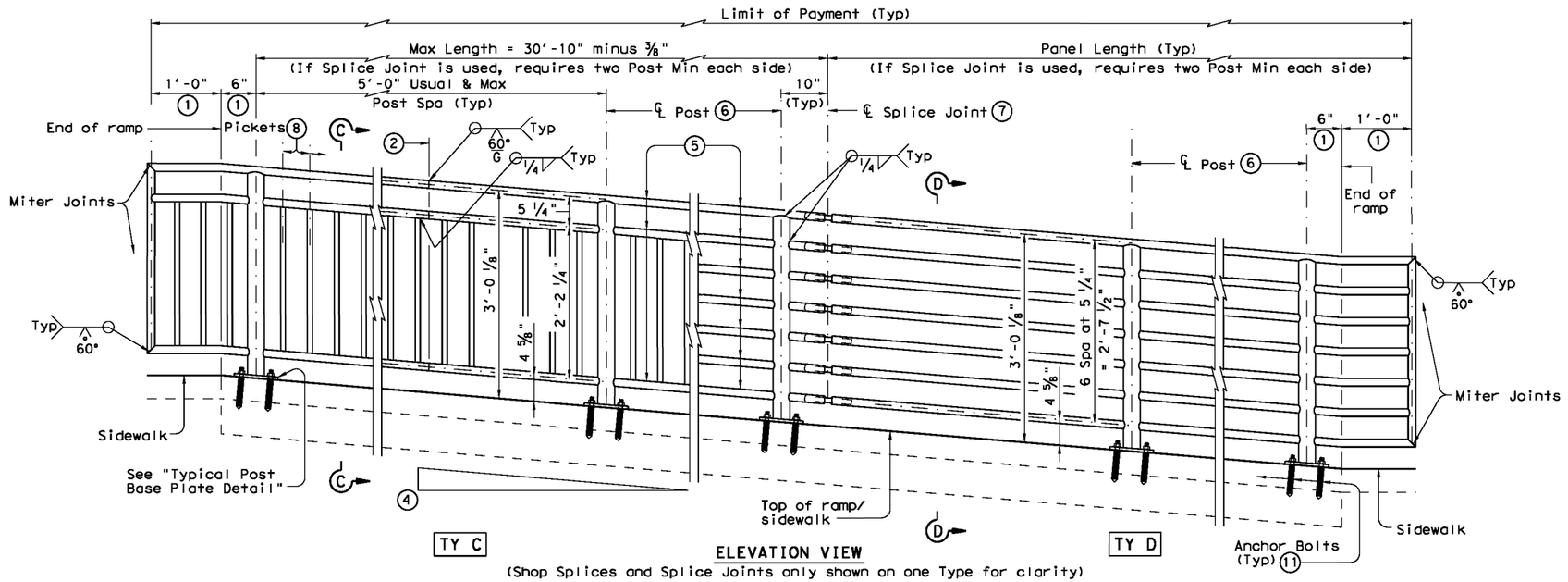
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DATE:
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ELEVATION VIEW

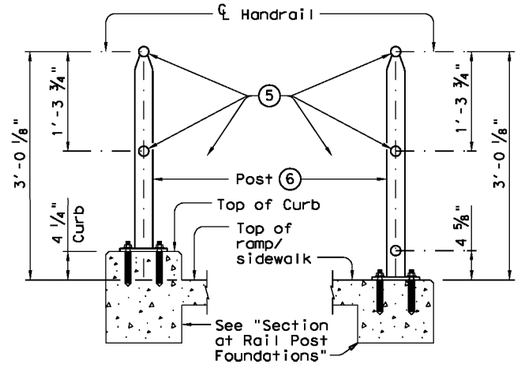
(Shop Splices and Splice Joints only shown on one Type for clarity)



ELEVATION VIEW

(Shop Splices and Splice Joints only shown on one Type for clarity)

RECOMMENDED USAGE ⑨⑩	
Dropoff Height/ Condition	Recommended Rail Options
<30" dropoff	TY A, TY B, TY C, or TY D
≥ 30" dropoff, or along Bike Path	TY E or TY F

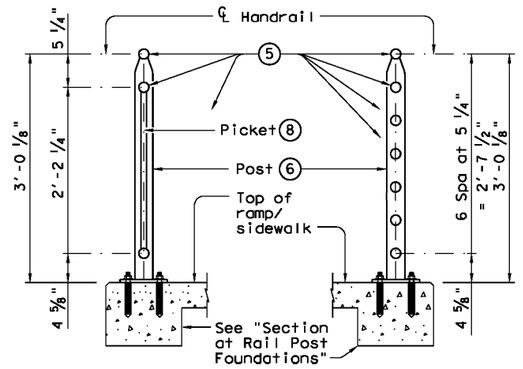


SECTION A-A

(Showing Handrail TY A)

SECTION B-B

(Showing Handrail TY B)



SECTION C-C

(Showing Handrail TY C)

SECTION D-D

(Showing Handrail TY D)

① Parallel to ground.

② One shop splice per panel is permitted with minimum 85 percent penetration. The weld may be square groove or single vee groove. Grind smooth.

③ Shop splice is permitted with minimum 85 percent penetration. The weld may be square groove or single vee groove. Grind smooth.

④ See Ramp Details located elsewhere in plans for ramp slope and dimensions. Maximum ramp slope will not exceed 8.3 percent. Level landing required for each 30" rise if grade exceeds 5 percent.

⑤ 1 ½" Dia. Standard Pipe (1.900" O.D., 0.145" wall thickness). Parallel to ramp / sidewalk. Provide holes as needed in 1 ½" Dia. pipe for galvanizing drainage and venting.

⑥ 2 ½" Dia. Standard Pipe (2.875" O.D., 0.203" wall thickness). See "Post Mount Detail" for crimping and trimming post to fit Dia. of top rail. Provide holes as needed in post for galvanizing drainage and venting. Plumb all posts.

⑦ See "Handrail Fabrication Details" for Splice Joints.

⑧ ℄ ⅝" Dia. Round Bar equal spacing at 4 ½" Max. Plumb all pickets.

⑨ When needed for accessibility (grade > 5 percent) or as needed for pedestrian safety.

⑩ Not to be used on bridges.

⑪ See "General Notes" for anchor bolt information.

SHEET 1 OF 3

Texas Department of Transportation

Design Division Standard

PEDESTRIAN HANDRAIL DETAILS

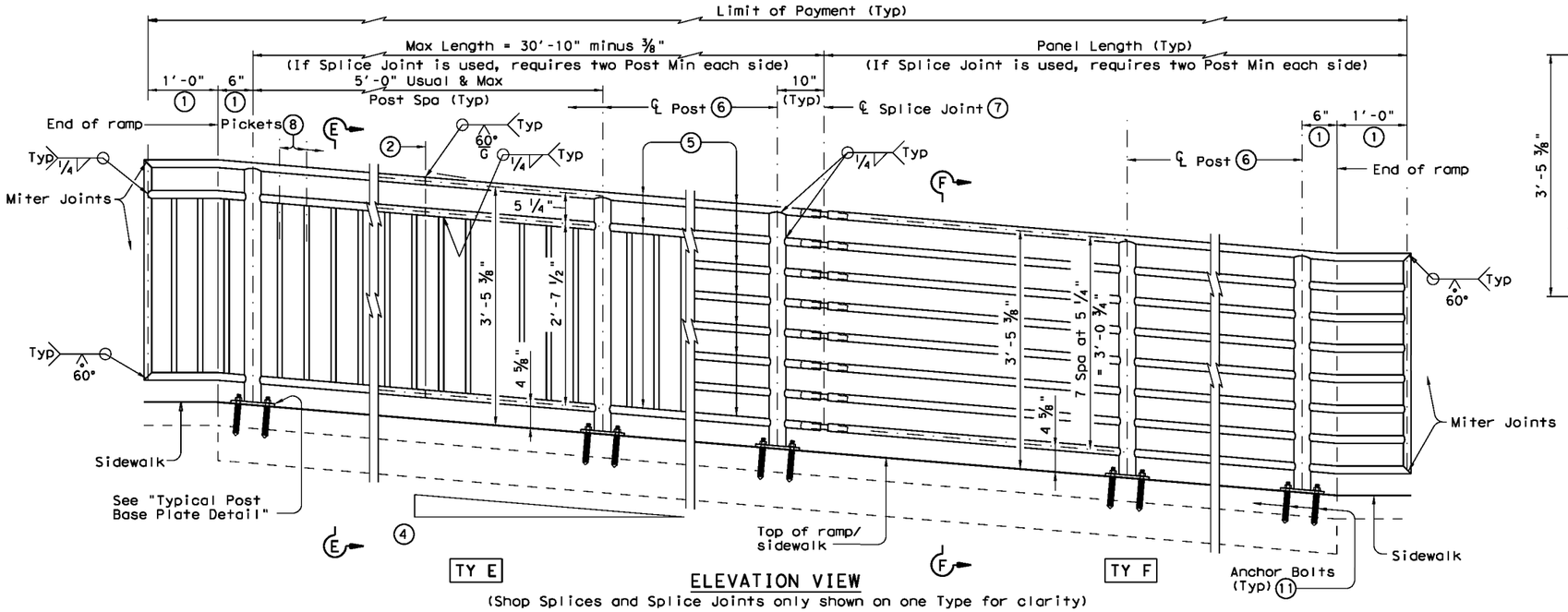
PRD-13

FILE: prd13.dgn	DN: TxDOT	CK: AM	DW: JTR	CK: CGL
©TxDOT December 2006	CONT	SECT	JOB	HIGHWAY
REVISIONS REVISED MAY, 2013 (VP)	0921	06	360	S.N.T.III
	DIST	COUNTY		SHEET NO.
	PHR	CAMERON		65

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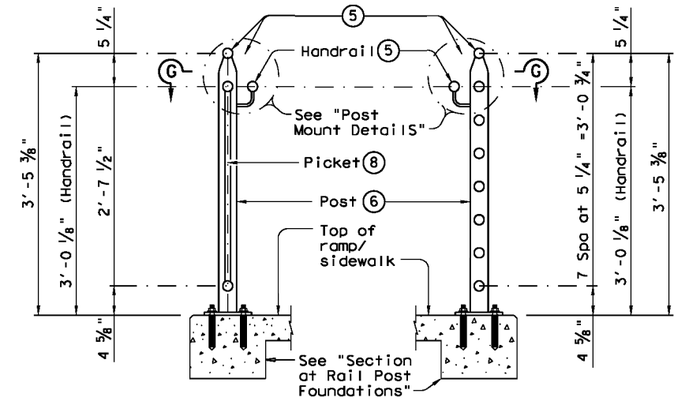
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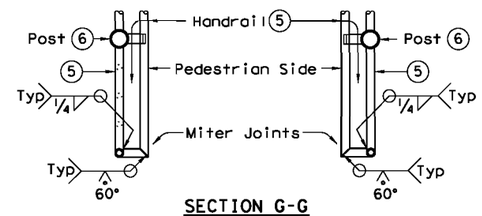
ELEVATION VIEW

(Shop Splices and Splice Joints only shown on one Type for clarity)

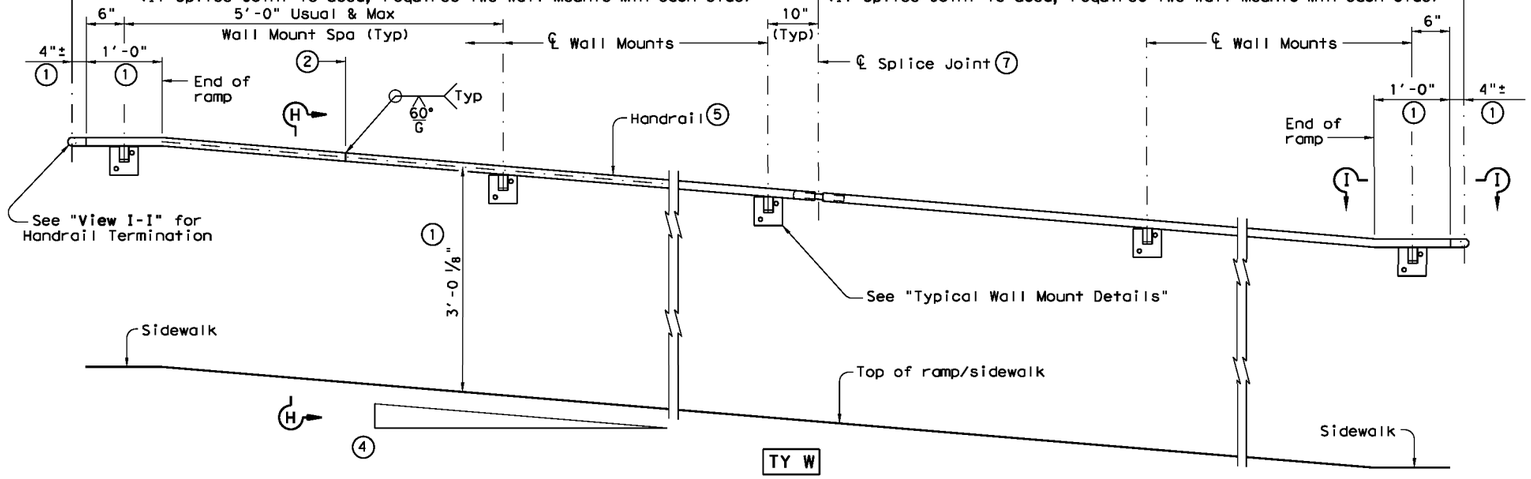


SECTION E-E
(Showing Handrail TY E)

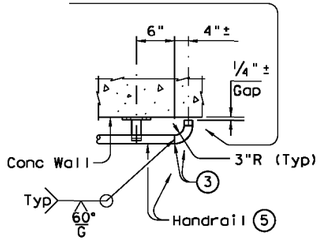
SECTION F-F
(Showing Handrail TY F)



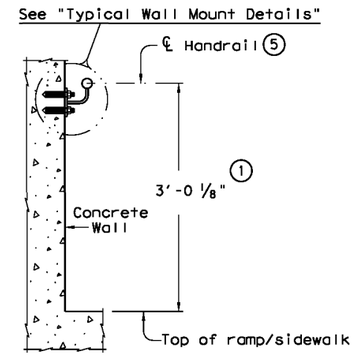
SECTION G-G
(Showing Handrail Termination)



ELEVATION VIEW



VIEW I-I
(Showing Handrail Termination)



SECTION H-H
(Showing Handrail TY W)

(1) Parallel to ground.

(2) One shop splice per panel is permitted with minimum 85 percent penetration. The weld may be square groove or single vee groove. Grind smooth.

(3) Shop splice is permitted with minimum 85 percent penetration. The weld may be square groove or single vee groove. Grind smooth.

(4) See Ramp Details located elsewhere in plans for ramp slope and dimensions. Maximum ramp slope will not exceed 8.3 percent. Level landing required for each 30" rise if grade exceeds 5 percent.

(5) 1 ½" Dia. Standard Pipe (1.900" O.D., 0.145" wall thickness). Parallel to ramp / sidewalk. Provide holes as needed in 1 ½" Dia. pipe for galvanizing drainage and venting.

(6) 2 ½" Dia. Standard Pipe (2.875" O.D., 0.203" wall thickness). See "Post Mount Detail" for crimping and trimming post to fit Dia. of top rail. Provide holes as needed in post for galvanizing drainage and venting. Plumb all posts.

(7) See "Handrail Fabrication Details" for Splice Joints.

(8) ℄ ⅝" Dia. Round Bar equal spacing at 4 ½" Max. Plumb all pickets.

(11) See "General Notes" for anchor bolt information.

SHEET 2 OF 3

Texas Department of Transportation | Design Division Standard

PEDESTRIAN HANDRAIL DETAILS

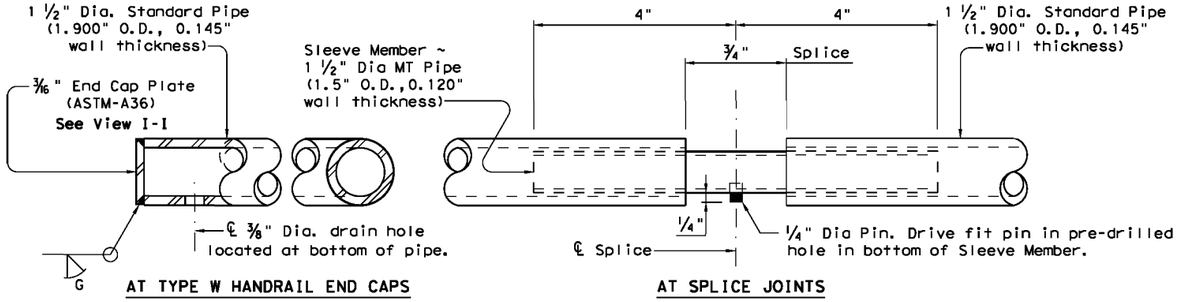
PRD-13

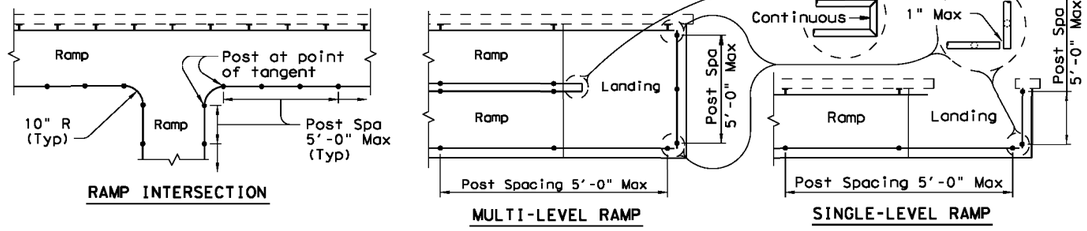
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©TxDOT December 2006	CONT	SECT	JOB	HIGHWAY
REVISIONS REVISED MAY, 2013 (VP)	0921	06	360	S.N.T.III
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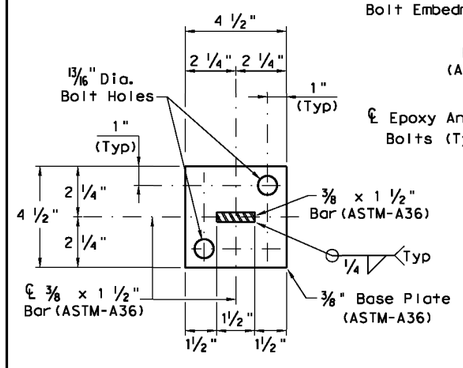
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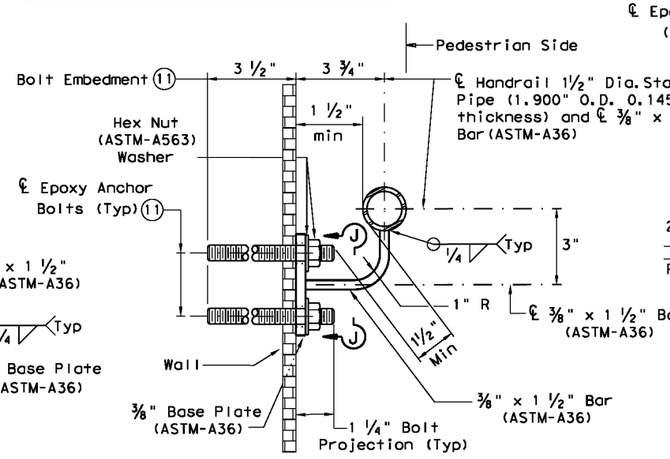


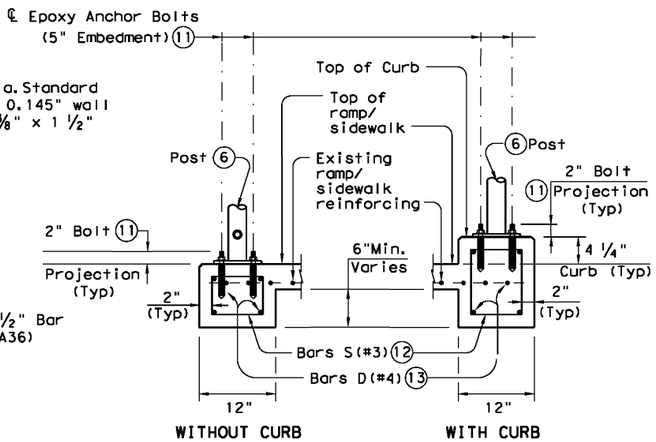


PLAN SHOWING RAIL AT RAMP CONDITIONS

HANDRAIL FABRICATION DETAILS







TYPICAL WALL MOUNT DETAILS

(5) 1 ½" Dia. Standard Pipe (1.900" O.D., 0.145" wall thickness). Parallel to ramp/sidewalk. Provide holes as needed in 1 ½" Dia. pipe for galvanizing drainage and venting.

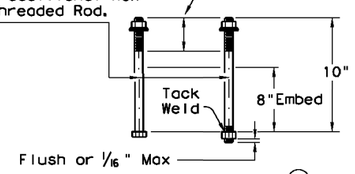
(6) 2 ½" Dia. Standard Pipe (2.875" O.D., 0.203" wall thickness). Plumb all posts. See "Post Mount Detail" for crimping and trimming post to fit the diamenter of top rail. Provide holes as needed in post for galvanizing drainage and venting.

(11) See "General Notes" for anchor bolt information.

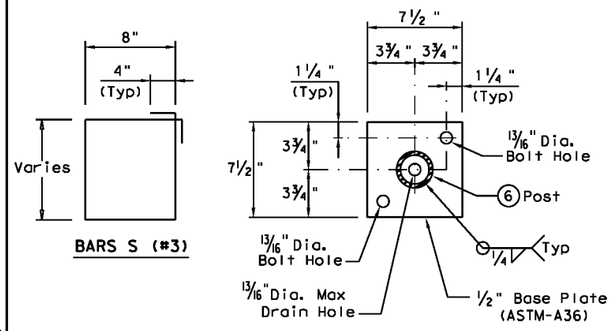
(12) Bars S(#3) spaced at 12" Max (Spaced 3" from outside edge of overall length of Ramp/Sidewalk).

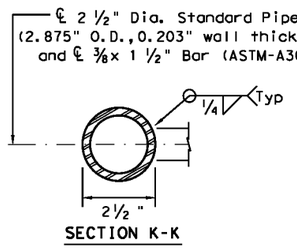
(13) Provide 1 ½" end cover to Bars D(#4) from outside edge of overall length of Ramp/Sidewalk.

℄ ⅝" Dia. Hex Head Anchor Bolt (ASTM-A307) or Threaded Rod (ASTM-A36) with one Hardened Steel Washer placed under Hex Nut. One additional Hex Nut will be furnished for each Threaded Rod.

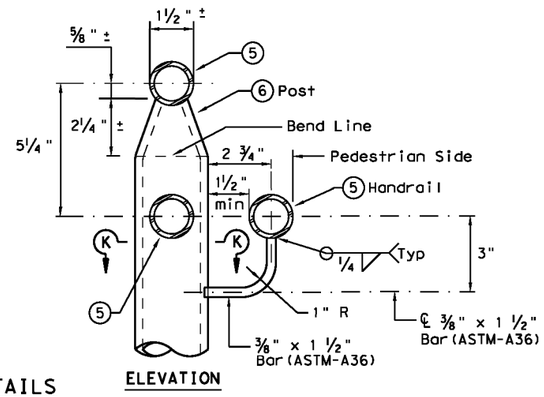


CAST-IN-PLACE ANCHOR BOLT OPTIONS
(Used for Post Base Plate only)





POST MOUNT DETAILS



GENERAL NOTES

Designed according to ADAAG, Texas Accessibility Standards, Uniform Building Code, and AASHTO LRFD Specifications.

Handrail anchorage details shown on this standard may require modification for select structure types. See appropriate details elsewhere in plans for these modifications.

Pipe will conform to ASTM-A53 Grade B or A500 Grade B. Steel plates and steel bars will conform to ASTM-A36. Mechanical tubing (MT) will conform to ASTM A513 Grade 1015 or higher. Galvanize all steel components except reinforcing steel unless noted otherwise.

Concrete for foundations will be in accordance with Item 531 "Sidewalks". All reinforcing steel must be Grade 60. Bar laps, where required, will be as follows: Uncoated ~ #4 = 1'-5" Epoxy coated ~ #4 = 2'-1"

When the plans require painted steel, follow the requirements for painting galvanized steel in Item 446, "Cleaning and Painting Steel". Sleeve Members will receive galvanization and only get field painted after installation unless directed otherwise by Engineer.

Epoxy Anchor bolts for wall mount and post base plate will be ⅝" Dia. ASTM A36 threaded rods with one hex nut and one hardened steel washer at each bolt. ⅝" Dia. threaded rod embedment depth for wall mounts is 3 ½" and embedment depth for post base plate is 5".

Embed threaded rods into concrete with a Type III (Class C) epoxy meeting the requirements of DMS-6100, "Epoxies and Adhesives". Mix and dispense adhesive with the manufacturer's static mixing nozzle/dual cartridge system. Core drill holes (percussion drilling not permitted).

At the contractor's option the post base plate anchor bolts may be cast with the Ramp/Sidewalk (See Cast-in-Place Anchor Bolt Options).

Optional cast-in-place anchor bolts will be ⅝" Dia ASTM A307 Grade A bolts (or A36 threaded rods with one tack welded hex nut each) with one hex nut and one hardened steel washer at each bolt. Embedment depth of cast-in-place bolt will be 8" for post base plate.

Handrails and any wall or other surface adjacent to them will be free of any sharp or abrasive elements.

Submit shop drawings to the Engineer unless otherwise noted. For curved handrail applications, fabricate the handrail to the curve if radius is less than 600 ft. Shop drawings are required when rail is fabricated to the curve.

For all handrails, erection drawings will be submitted to the Engineer for approval to ensure proper installation.

Drawings will show handrail mount locations with bolts setting, spacing, ramp slope, and/or splice joint locations, and handrail lengths with identification showing where each handrail goes on the layout.

Payment for concrete sidewalks or curb ramps will be paid for in accordance with Item 531 "Sidewalks".

Payment for all items shown is to be included in unit price bid in accordance with Item 450 "Railing" of the type specified.

All exposed edges will be rounded or chamfered to approximately ⅛" by grinding.

Texas Department of Transportation | Design Division Standard

PEDESTRIAN HANDRAIL DETAILS

PRD-13

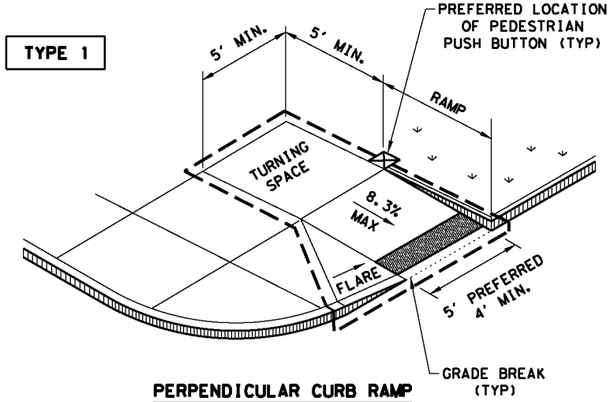
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©TxDOT December 2006	CONT	SECT	JOB	HIGHWAY
REVISIONS REVISED MAY, 2013 (VP)	0921	06	360	S.N.T.III
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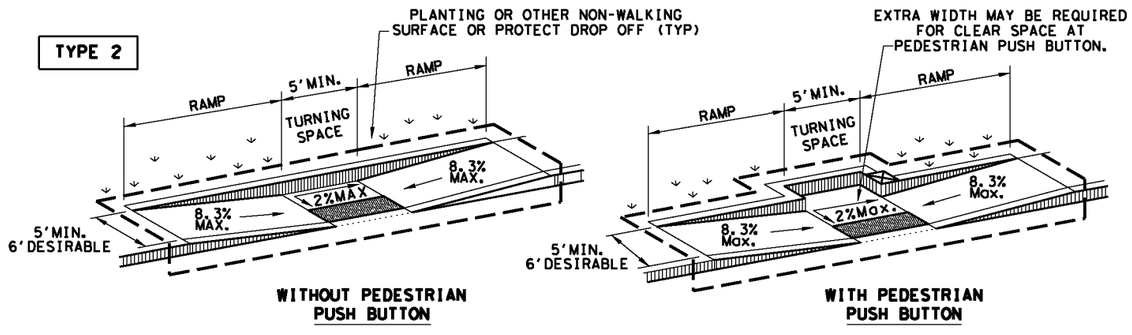
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TYPE 1



PERPENDICULAR CURB RAMP

TYPE 2

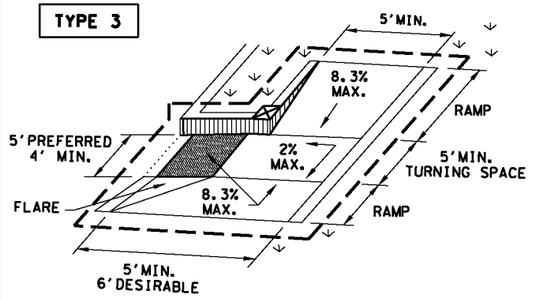


WITHOUT PEDESTRIAN PUSH BUTTON

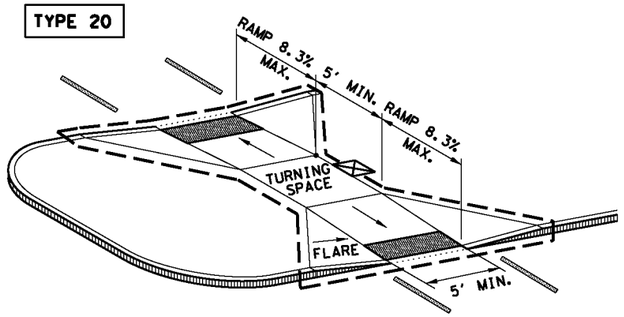
WITH PEDESTRIAN PUSH BUTTON

PARALLEL CURB RAMP

TYPE 3

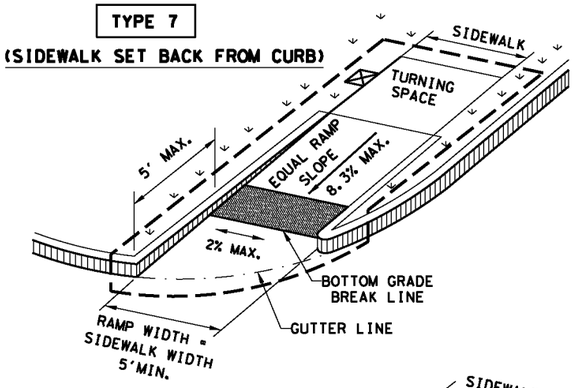


TYPE 20

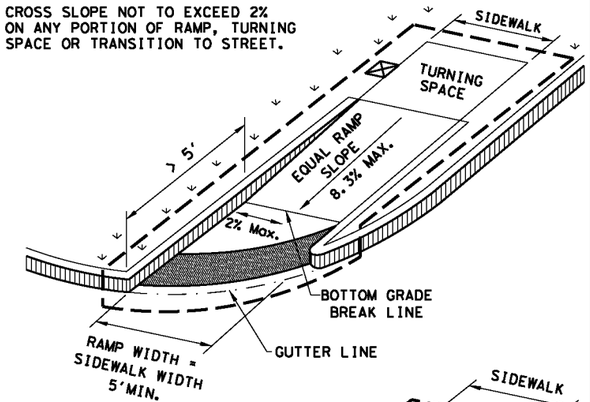


CURB RAMPS AT MEDIAN ISLANDS

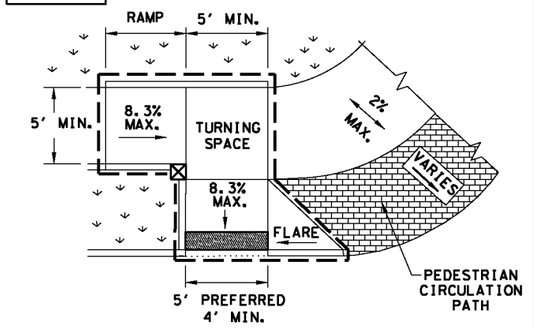
TYPE 7
(SIDEWALK SET BACK FROM CURB)



CROSS SLOPE NOT TO EXCEED 2% ON ANY PORTION OF RAMP, TURNING SPACE OR TRANSITION TO STREET.

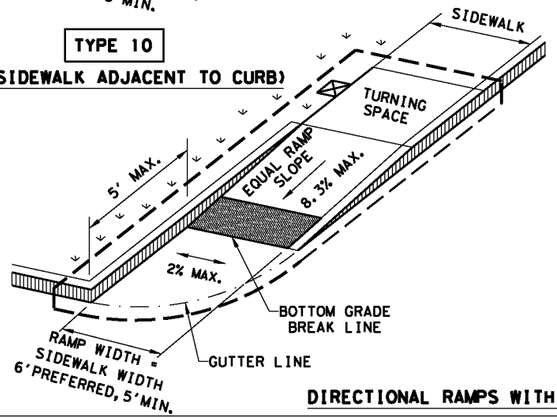


TYPE 6

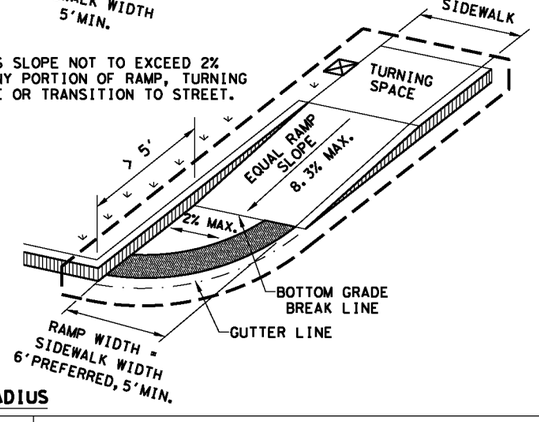


COMBINATION CURB RAMPS

TYPE 10
(SIDEWALK ADJACENT TO CURB)

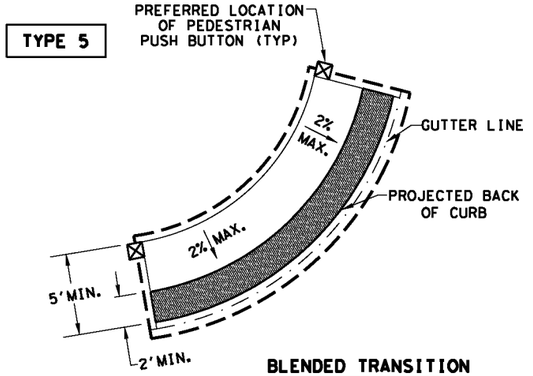


CROSS SLOPE NOT TO EXCEED 2% ON ANY PORTION OF RAMP, TURNING SPACE OR TRANSITION TO STREET.



DIRECTIONAL RAMPS WITHIN RADIUS

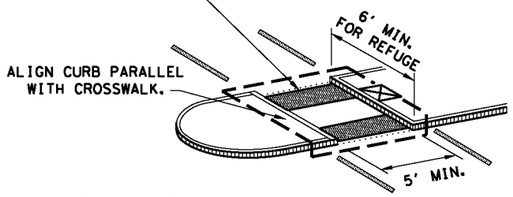
TYPE 5



BLENDED TRANSITION
(FLUSH LANDING)

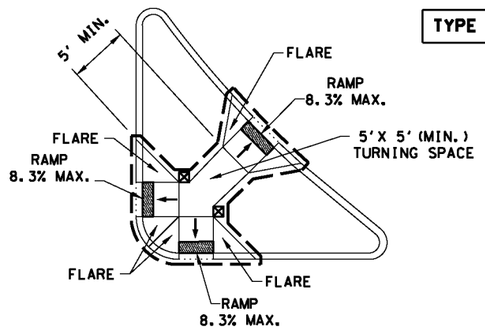
INSTALL DETECTABLE WARNING SURFACE AT EACH END OF THE CUT-THROUGH RAMP WITH A MINIMUM 2' USUAL SIDEWALK SURFACE BETWEEN. IF MEDIAN IS LESS THAN 6' WIDE, ELIMINATE DETECTABLE WARNING SURFACES.

TYPE 21



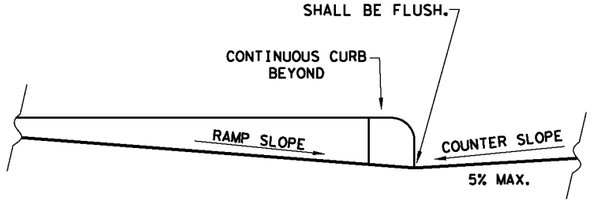
NOTE: CURB DETAILS ARE SHOWN ELSEWHERE IN THE PLANS.

TYPE 22



COMBINATION ISLAND RAMPS

BOTTOM GRADE BREAK OF CURB RAMP WILL NORMALLY BE AT GUTTER LINE. SURFACE SLOPES AT GRADE BREAKS SHALL BE FLUSH.



TYPICAL SECTION OF PERPENDICULAR CURB RAMP AT CONNECTION TO ROADWAY

NOTES / LEGEND:

SEE GENERAL NOTES ON SHEET 2 OF 4 FOR MORE INFORMATION.

DENOTES PLANTING OR NON-WALKING SURFACE NOT PART OF PEDESTRIAN CIRCULATION PATH.

DETECTABLE WARNING SURFACE

DENOTES PREFERRED LOCATION OF PEDESTRIAN PUSH BUTTON IF APPLICABLE. ☒

GUTTER LINE — · —

GRADE BREAK .....

RAMP LIMITS OF PAYMENT — —

SHEET 1 OF 4

Texas Department of Transportation

Design Division Standard

PEDESTRIAN FACILITIES CURB RAMPS

PED-18

FILE: ped18	DN: TxDOT	DW: VP	CK: KM	CK: PK & JG
© TxDOT: MARCH, 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS	0921	06	360	S.N.T. III
REVISED 08,2005	DIST	COUNTY		SHEET NO.
REVISED 06,2012	PHR	CAMERON		68
REVISED 01,2018				

100% SUBMITTAL
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DATE:
FILE:

GENERAL NOTES

CURB RAMPS

1. Install a curb ramp or blended transition at each pedestrian street crossing.
2. All slopes shown are maximum allowable. Cross slopes of 1.5% and lesser running should be used. Adjust curb ramp length or grade of approach sidewalks as directed.
3. Maximum allowable cross slope on sidewalk and curb ramp surfaces is 2%.
4. The minimum sidewalk width is 5'. Where the sidewalk is adjacent to the back of curb, a 6' sidewalk width is desirable. Where a 5' sidewalk cannot be provided due to site constraints, sidewalk width may be reduced to 4' for short distances. 5'x 5' passing areas at intervals not to exceed 200' are required.
5. Turning Spaces shall be 5'x 5' minimum. Cross slope shall be maximum 2%.
6. Clear space at the bottom of curb ramps shall be a minimum of 4'x 4' wholly contained within the crosswalk and wholly outside the parallel vehicular travel path.
7. Provide flared sides where the pedestrian circulation path crosses the curb ramp. Flared sides shall be sloped at 10% maximum, measured parallel to the curb. Returned curbs may be used only where pedestrians would not normally walk across the ramp, either because the adjacent surface is planted, substantially obstructed, or otherwise protected.
8. Additional information on curb ramp location, design, light reflective value and texture may be found in the latest draft of the Proposed Guidelines for Pedestrian Facilities in the Public Right of Way (PROWAG) as published by the U.S. Architectural and Transportation Barriers Compliance Board (Access Board).
9. To serve as a pedestrian refuge area, the median should be a minimum of 6' wide, measured from back of curbs. Medians should be designed to provide accessible passage over or through them.
10. Small channelization islands, which do not provide a minimum 5'x 5' landing at the top of curb ramps, shall be cut through level with the surface of the street.
11. Crosswalk dimensions, crosswalk markings and stop bar locations shall be as shown elsewhere in the plans. At intersections where crosswalk markings are not required, curb ramps shall align with theoretical crosswalks unless otherwise directed.
12. Provide curb ramps to connect the pedestrian access route at each pedestrian street crossing. Handrails are not required on curb ramps.
13. Curb ramps and landings shall be constructed and paid for in accordance with Item 531 "Sidewalks".
14. Place concrete at a minimum depth of 5" for ramps, flares and landings, unless otherwise directed.
15. Furnish and install No. 3 reinforcing steel bars at 18" o.c. both ways, unless otherwise directed.
16. Provide a smooth transition where the curb ramps connect to the street.
17. Curbs shown on sheet 1 within the limits of payment are considered part of the curb ramp for payment, whether it is concrete curb, gutter, or combined curb and gutter.
18. Existing features that comply with applicable standards may remain in place unless otherwise shown on the plans.

DETECTABLE WARNING MATERIAL

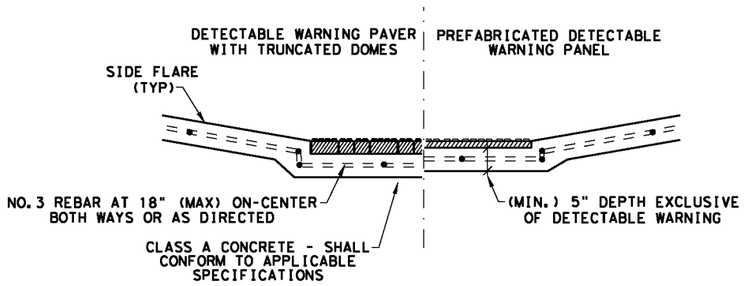
19. Curb ramps must contain a detectable warning surface that consists of raised truncated domes complying with PROWAG. The surface must contrast visually with adjoining surfaces, including side flares. Furnish and install an approved cast-in-place dark brown or dark red detectable warning surface material adjacent to uncolored concrete, unless specified elsewhere in the plans.
20. Detectable Warning Materials must meet TxDOT Departmental Materials Specification DMS 4350 and be listed on the Material Producer List. Install products in accordance with manufacturer's specifications.
21. Detectable warning surfaces must be firm, stable and slip resistant.
22. Detectable warning surfaces shall be a minimum of 24 inches in depth in the direction of pedestrian travel, and extend the full width of the curb ramp or landing where the pedestrian access route enters the street.
23. Detectable warning surfaces shall be located so that the edge nearest the curb line is at the back of curb and neither end of that edge is greater than 5 feet from the back of curb. Detectable warning surfaces may be curved along the corner radius.
24. Shaded areas on Sheet 1 of 4 indicate the approximate location for the detectable warning surface for each curb ramp type.

DETECTABLE WARNING PAVERS (IF USED)

25. Furnish detectable warning paver units meeting all requirements of ASTM C-936, C-33. Lay in a two by two unit basket weave pattern or as directed.
26. Lay full-size units first followed by closure units consisting of at least 25 percent (25%) of a full unit. Cut detectable warning paver units using a power saw.

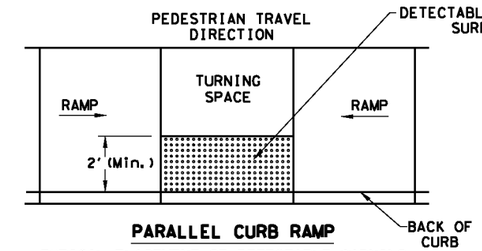
SIDEWALKS

27. Provide clear ground space at operable parts, including pedestrian push buttons. Operable parts shall be placed within unobstructed reach range specified in PROWAG section R406.
28. Place traffic signal or illumination poles, ground boxes, controller boxes, signs, drainage facilities and other items so as not to obstruct the pedestrian access route or clear ground space.
29. Street grades and cross slopes shall be as shown elsewhere in the plans.
30. Changes in level greater than 1/4 inch are not permitted.
31. The least possible grade should be used to maximize accessibility. The running slope of sidewalks and crosswalks within the public right of way may follow the grade of the parallel roadway. Where a continuous grade greater than five percent (5%) must be provided, handrails may be desirable to improve accessibility. Handrails may also be needed to protect pedestrians from potentially hazardous conditions. If provided, handrails shall comply with PROWAG R409.
32. Handrail extensions shall not protrude into the usable landing area or into intersecting pedestrian routes.
33. Driveways and turnouts shall be constructed and paid for in accordance with Item "Intersections, Driveways and Turnouts". Sidewalks shall be constructed and paid for in accordance with Item, "Sidewalks".
34. Sidewalk details are shown elsewhere in the plans.

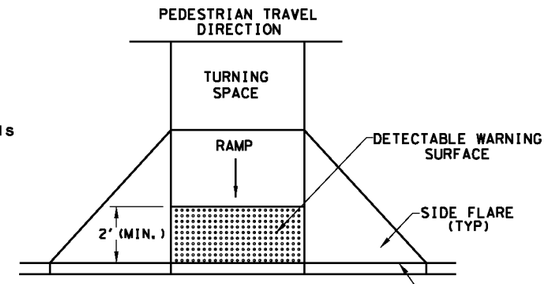


SECTION VIEW DETAIL
CURB RAMP AT DETECTIBLE WARNINGS

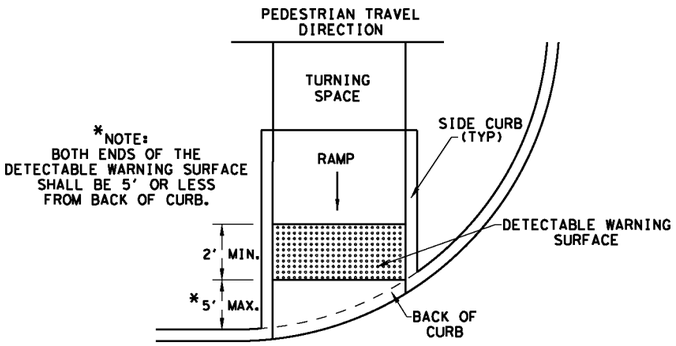
DETECTABLE WARNING SURFACE DETAILS



PARALLEL CURB RAMP
TYPICAL PLACEMENT OF DETECTABLE WARNING SURFACE ON LANDING AT STREET EDGE.



PERPENDICULAR CURB RAMP
TYPICAL PLACEMENT OF DETECTABLE WARNING SURFACE ON SLOPING RAMP RUN.



DIRECTIONAL CURB RAMP
TYPICAL PLACEMENT OF DETECTABLE WARNING SURFACE ON SLOPING RAMP RUN.

Texas Department of Transportation | Design Division Standard

PEDESTRIAN FACILITIES CURB RAMPS

PED-18

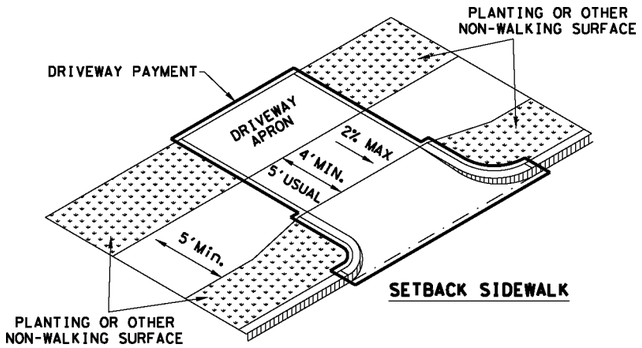
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© TxDOT: MARCH, 2002	CONT	SECT	JOB		HIGHWAY	
REVISIONS	0921	06	360		S.N.T. III	
REVISED 08,2005 REVISED 06,2012 REVISED 01,2018	DIST	COUNTY			SHEET NO.	
	PHR	CAMERON			69	

100% SUBMITTAL

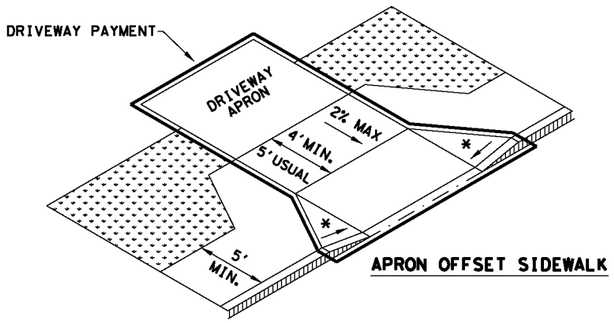
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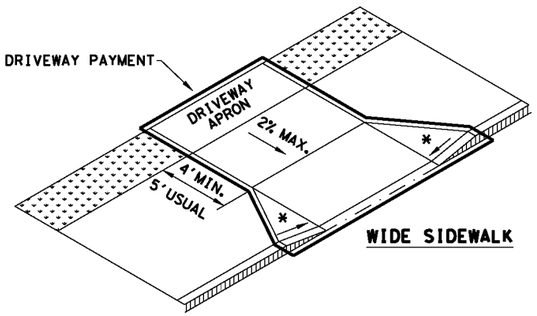
SIDEWALK TREATMENT AT DRIVEWAYS



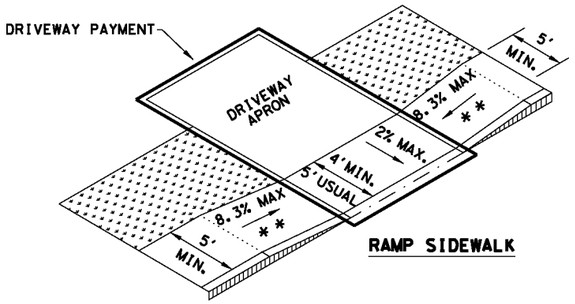
SETBACK SIDEWALK



APRON OFFSET SIDEWALK



WIDE SIDEWALK

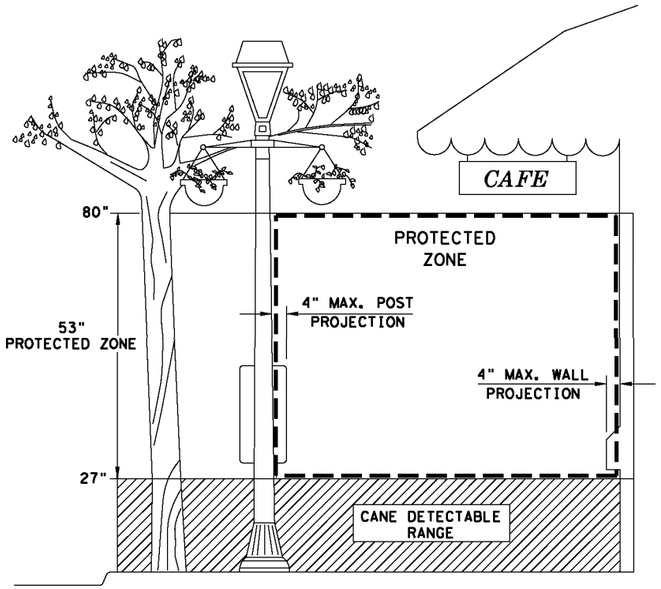


RAMP SIDEWALK

NOTES:

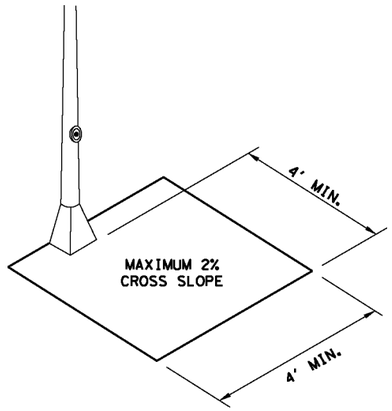
* WHERE DRIVEWAYS CROSS THE PEDESTRIAN ROUTE, SIDES SHALL BE FLARED AT 10% MAX SLOPE.

** IF CURB HEIGHT IS GREATER THAN 6 INCHES, USE GRADE LESS THAN OR EQUAL TO 5%. HANDRAIL AND DETECTABLE WARNING ARE NOT REQUIRED.

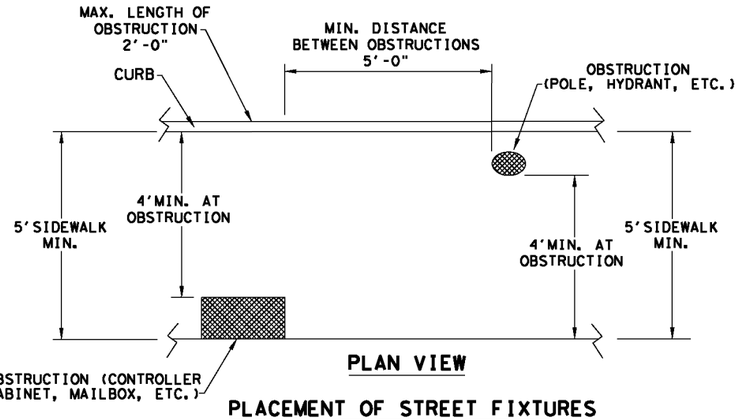


PROTECTED ZONE

NOTE: IN PEDESTRIAN CIRCULATION AREA, MAXIMUM 4" PROJECTION FOR POST OR WALL MOUNTED OBJECTS BETWEEN 27" AND 80" ABOVE THE SURFACE.



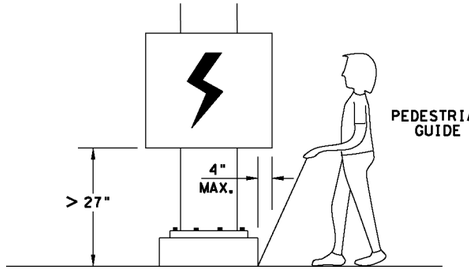
CLEAR SPACE ADJACENT TO PEDESTRIAN PUSH BUTTON



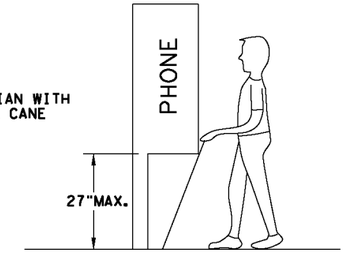
PLAN VIEW

PLACEMENT OF STREET FIXTURES

NOTE: ITEMS NOT INTENDED FOR PUBLIC USE. MINIMUM 4' X 4' CLEAR GROUND SPACE REQUIRED AT PUBLIC USE FIXTURES.



WHEN AN OBSTRUCTION OF A HEIGHT GREATER THAN 27" FROM THE SURFACE WOULD CREATE A PROTRUSION OF MORE THAN 4" INTO THE PEDESTRIAN CIRCULATION AREA, CONSTRUCT ADDITIONAL CURB OR FOUNDATION AT THE BOTTOM TO PROVIDE A MAXIMUM 4" OVERHANG.



PROTRUDING OBJECTS OF A HEIGHT ≤ 27" ARE DETECTABLE BY CANE AND DO NOT REQUIRE ADDITIONAL TREATMENT.

DETECTION BARRIER FOR VERTICAL CLEARANCE < 80"

Texas Department of Transportation

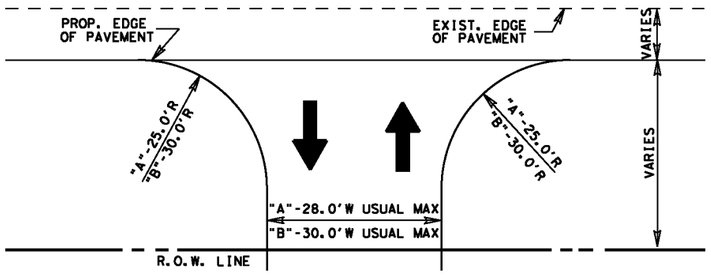
Design Division Standard

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© TxDOT: MARCH, 2002	CONT	SECT	JOB		HIGHWAY
REVISIONS	0921	06	360		S.N.T.III
REVISED 08,2005 REVISED 06,2012 REVISED 01,2018	DIST	COUNTY			SHEET NO.
	PHR	CAMERON			70

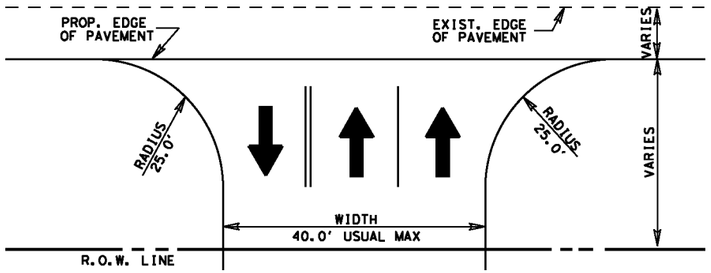
DESIGNS FOR TWO-WAY COMMERCIAL DRIVEWAYS



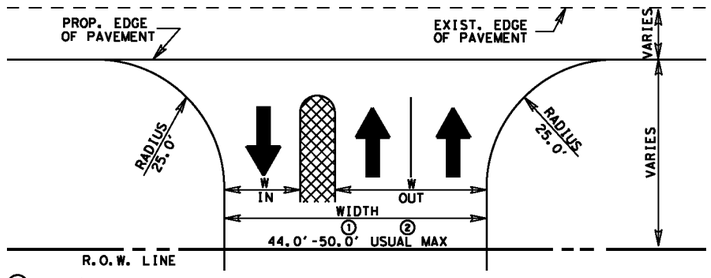
"A"- ONE ENTRY LANE AND ONE EXIT LANE, FEWER THAN 4 LARGE VEHICLES PER HOUR

"B"- ONE ENTRY LANE AND ONE EXIT LANE, 4 OR MORE SINGLE UNIT VEHICLES① PER HOUR

① - *DRIVEWAY DESIGNS FOR LARGER VEHICLES WILL BE CONSIDERED ON A CASE BY CASE BASIS*

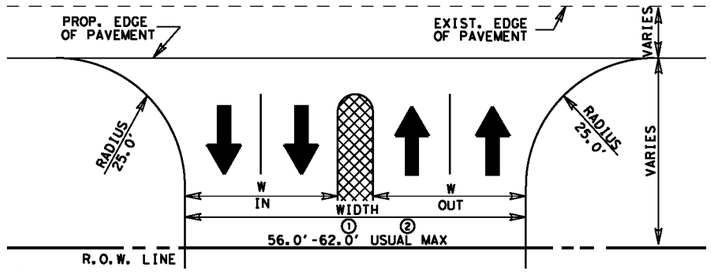


ONE ENTRY LANE AND TWO EXIT LANES (WITHOUT DIVIDERS)



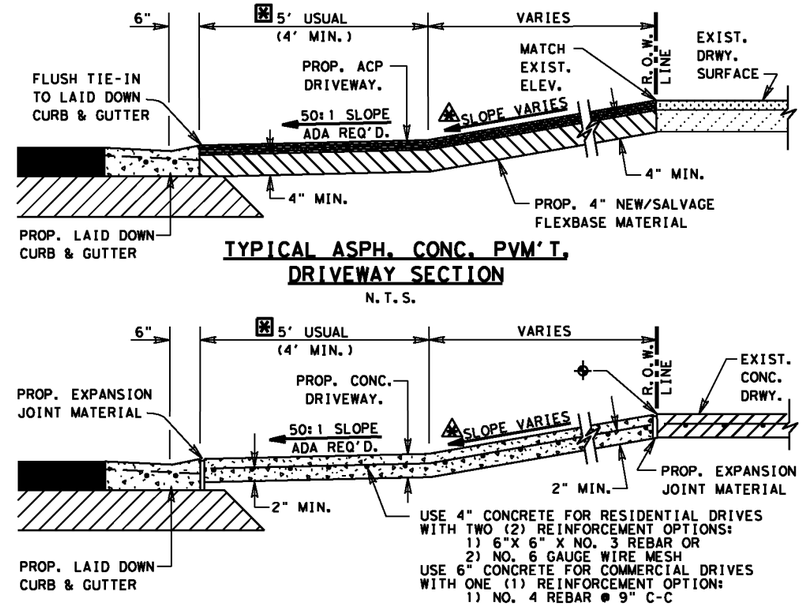
① - *4.0' WIDE DIVIDER, FACE-TO-FACE CURBS*
② - *10.0' WIDE DIVIDER, FACE-TO-FACE-CURBS*

ONE ENTRY LANE AND TWO EXIT LANES (WITH A DIVIDER)



① - *4.0' WIDE DIVIDER, FACE-TO-FACE CURBS*
② - *10.0' WIDE DIVIDER, FACE-TO-FACE-CURBS*

TWO ENTRY LANES AND TWO EXIT LANES (WITH A DIVIDER)



TYPICAL ASPH. CONC. PVM'T. DRIVEWAY SECTION

N.T.S.

TYPICAL CONCRETE DRIVEWAY SECTION

N.T.S.

⊕ CONCRETE SHALL BE SAW CUT TO THE LIMITS OF REMOVAL WHERE APPLICABLE.

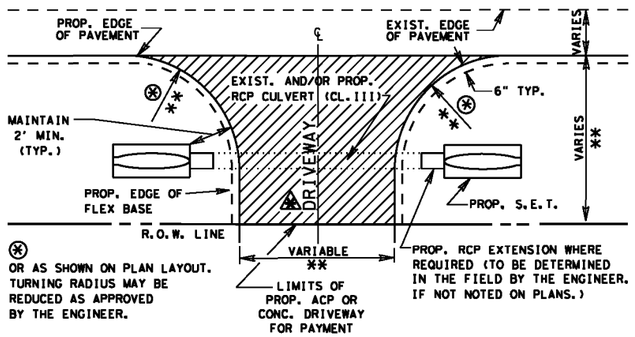
⊠ PROP./FUTURE SIDEWALK CROSSING LOCATION UNLESS SHOWN ELSEWHERE ON P&P SHEETS. SEE P&P SHEETS FOR PROP. SIDEWALK LOCATION IF SIDEWALKS ARE INCLUDED AS PART OF PROJECT. REFER TO STATE STANDARDS - PEDESTRIAN FACILITIES - FOR ADDITIONAL REQUIREMENTS.

⚠ ENTRANCE'S BASE AND SURFACING MAY BE EXTENDED BEYOND R.O.W. LINE AS REQUIRED TO MEET EXISTING GRADE IN A SATISFACTORY MANNER OF WHICH NO STEEPER THAN 12:1 FOR COMMERCIAL DRIVEWAY AND 8:1 FOR RESIDENTIAL DRIVEWAY SLOPE WILL BE CONSTRUCTED.

PROP. DWY ALGEBRAIC DIFFERENCE TABLE
COMMERCIAL DRIVEWAYS @ A = 6% MAX.
RESIDENTIAL DRIVEWAYS @ A = 8% MAX.

PROPOSED DRIVEWAY SLOPE TABLE
COMMERCIAL DRIVEWAYS @ 12:1 MAX.
RESIDENTIAL DRIVEWAYS @ 8:1 MAX.

PRIVATE AND COMMERCIAL DRIVES WITHOUT CURB & GUTTER



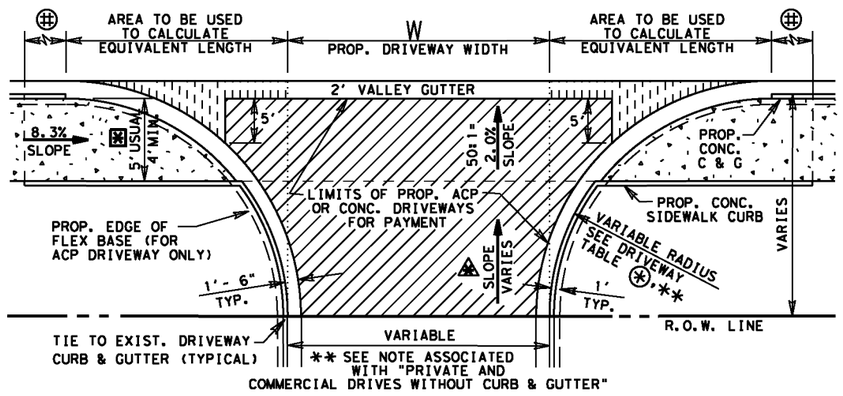
⊛ OR AS SHOWN ON PLAN LAYOUT. TURNING RADIUS MAY BE REDUCED AS APPROVED BY THE ENGINEER.

PLAN OF PRIVATE AND COMMERCIAL DRIVES

** FOR PRIVATE RESIDENTIAL DRIVES, TRY TO MATCH EXISTING WITH A MINIMUM WIDTH OF 12 FT. AND A MAXIMUM WIDTH OF 24 FT. WITH 15 FT. USUAL RADIUS. FOR COMMERCIAL DRIVES, USE ABOVE COMMERCIAL DRIVEWAY DETAILS.

⚠ SEE TYPICAL DRIVEWAY SECTIONS NOTES FOR DRIVEWAY SLOPE CRITERIA.

PRIVATE AND COMMERCIAL DRIVES WITH CURB & GUTTER



** SEE NOTE ASSOCIATED WITH "PRIVATE AND COMMERCIAL DRIVES WITHOUT CURB & GUTTER"

PLAN OF PRIVATE AND COMMERCIAL DRIVES

SEE P&P SHEETS FOR LOCATIONS OF DRIVES

N.T.S.

⊠ PROP./FUTURE CONC. SIDEWALK LOCATION UNLESS SHOWN ELSEWHERE ON P&P SHEETS. REFER TO STATE STANDARDS - PEDESTRIAN FACILITIES - FOR ADDITIONAL REQUIREMENTS.

⊕ LIMITS OF SLOPE FOR PROP. CONC. CURB BASED ON 8.3% SLOPE FOR SIDEWALK.

⚠ SEE TYPICAL DRIVEWAY SECTIONS NOTES FOR DRIVEWAY SLOPE CRITERIA.

LF EQUIVALENT TABLE FOR PAYMENT LIMITS OF 2' VALLEY GUTTER

LF OF VALLEY GUTTER = W + X1 + X2	
WHERE X1 AND X2 MAY VARY DEPENDING ON RADIUS	
Prop. Driveway Radius	X1 or X2 (Sq Ft Area / 2') Equivalent LF Length
5'	1
8'	2
10'	4
12'	6
15'	9
18'	12
20'	15
22'	18
25'	24
28'	30
30'	34

SEE DRIVEWAY TABLE FOR LIMITS OF LAID DOWN CURB TO BE PAID FOR AS CURB AND GUTTER

DRIVEWAY TYPES

TY PB-1

EXIST. PRIVATE OR COMMERCIAL DRIVEWAYS TO BE CONSTRUCTED AS SHOWN WITH 4" NEW AND/OR SALVAGE FLEX. BASE, PRIMED AND SURFACED WITH 171#/SY ACP. (HMA-D PG 64-22 SAC B MEETING ITEM 340)

CONCRETE (RESIDENTIAL)

EXIST. PRIVATE DRIVEWAYS TO BE CONSTRUCTED AS SHOWN WITH 4" CONCRETE. TO BE PAID FOR BY THE SQ.YD.

CONCRETE (COMMERCIAL)

EXIST. BUSINESS DRIVEWAYS TO BE CONSTRUCTED AS SHOWN WITH 6" CONCRETE. TO BE PAID FOR BY THE SQ.YD.

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PHARR DISTRICT STANDARD

TEXAS DEPARTMENT OF TRANSPORTATION

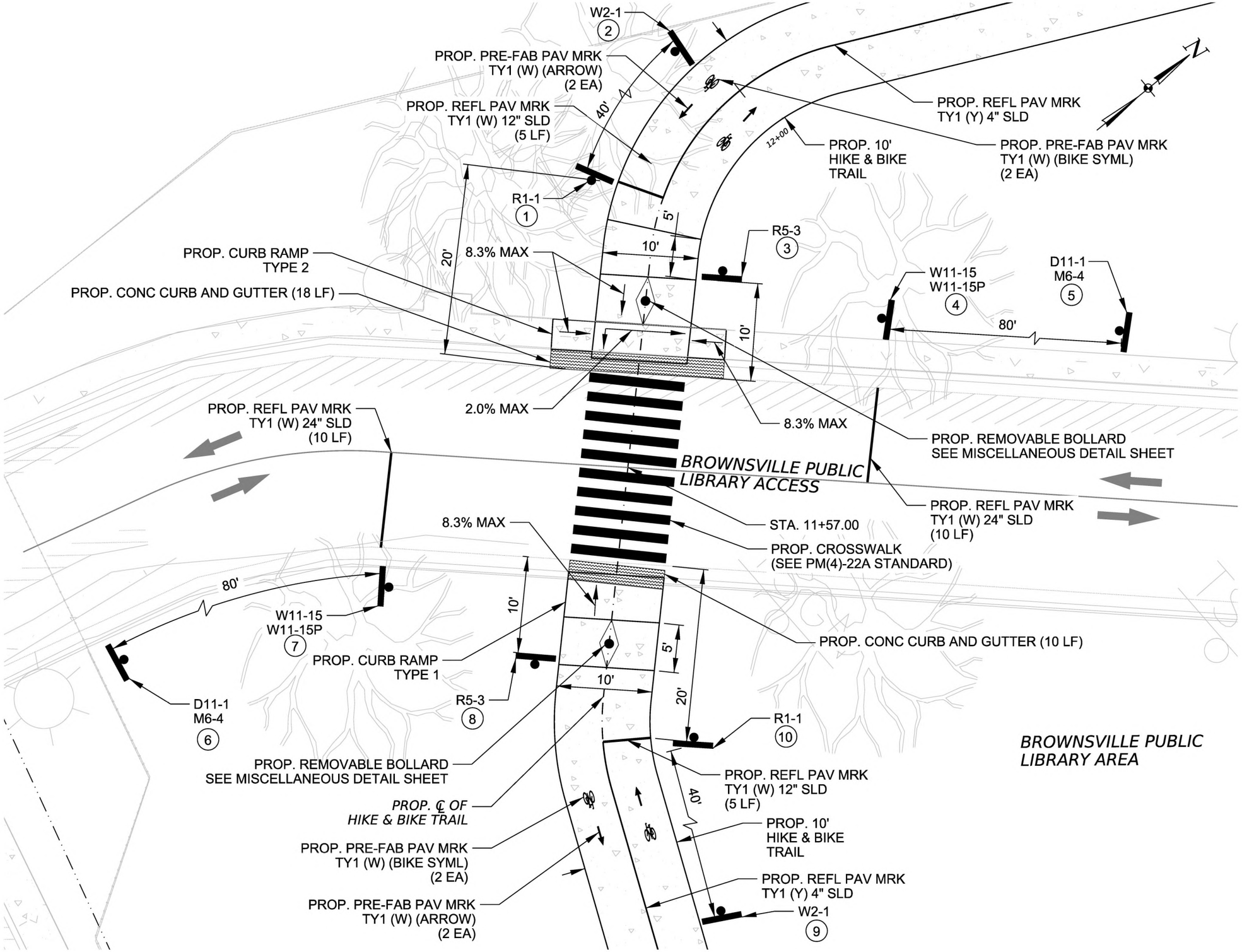
DRIVEWAY DETAILS PRIVATE (RESIDENTIAL-COMMERCIAL)

REV. 08/22

DRIVEWAY2.DGN

FED. RD. DIV. NO.	PROJECT NO.		FILE NO.			SHEET NO.
6						71
STATE	STATE DIST. NO.	COUNTY	CONT.	SECT.	JOB	HIGHWAY NO.
TEXAS	21	CAMERON	0921	06	360	S.N.T.III

100% SUBMITTAL



LEGEND

STOP — R1-1

BIKE ROUTE — D11-1

M6-4 M6-1

TRAIL X-ING — W11-15 W11-15P

LANE AHEAD — R3-17 R3-17aP

W2-1

LANE ENDS — R3-17 R3-17bP

NO MOTOR VEHICLES — R5-3

W2-2R

W2-2L

SHARE THE ROAD — W16-1

END — M4-6P

PROP. SIGN

STATE OF TEXAS
ABEL MARROQUIN III
134752
REGISTERED
PROFESSIONAL ENGINEER
P.E.
03-04-26

BROWNSVILLE
On the Border. By the Sea.

RRP CONSULTING ENGINEERS LLC
1400, BROADFIELD BLVD.
HOUSTON, TEXAS-77084
TEXAS BOARD OF PROFESSIONAL ENGINEERS NO: 4440

Texas Department of Transportation

SOUTHMOST NATURE TRAIL PHASE III

PAVEMENT MARKING AND SIGNING STA 11+57.00

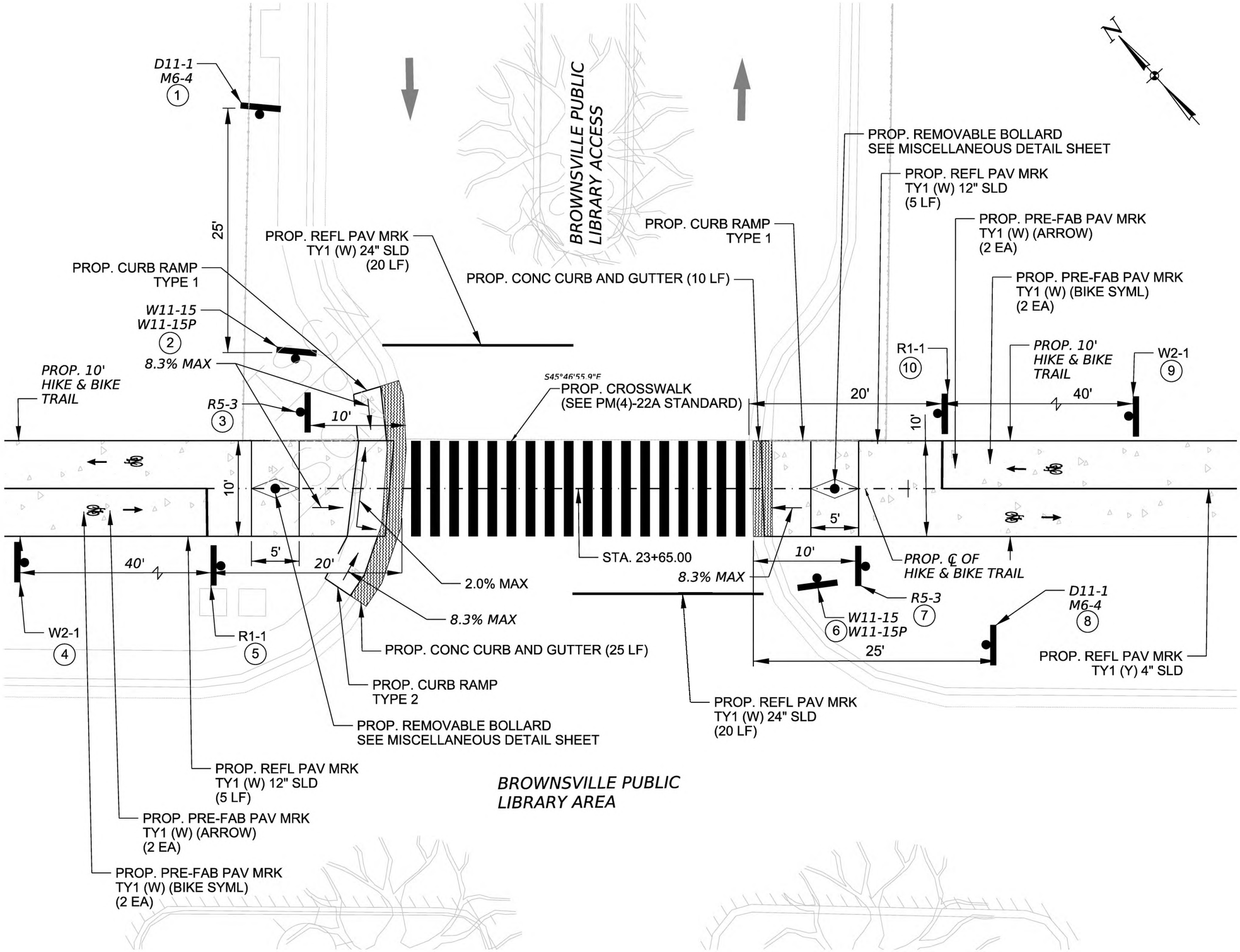
SCALE: HORIZ: 1" = 10' SHEET 1 OF 6

CONT	SECT	JOB	HIGHWAY
0921	06	360	S.N.T.III
DIST	COUNTY		SHEET NO.
PHR	CAMERON		72

DATE: 2/26/2026 10:28:21 AM
FILE: \\mcallen2.rrpeng.com\sbproj_mcallen2\Projectu3121\WA# 02 Southmost Nature Trail Phase III\4 - Design\Plan Set\DGN\planSheets\8. Traffic\31213-Intersection Sheets-01.dgn

100% SUBMITTAL

DATE: 2/26/2026 10:18:44 AM
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LEGEND

STOP R1-1
BIKE ROUTE D11-1
M6-4 M6-1
TRAIL X-ING W11-15 W11-15P
LANE AHEAD R3-17 R3-17aP
W2-1
LANE ENDS R3-17 R3-17bP
NO MOTOR VEHICLES R5-3
W2-2R
W2-2L
SHARE THE ROAD W16-1
END M4-6P
PROP. SIGN

STATE OF TEXAS
ABEL MARROQUIN III
134752
REGISTERED PROFESSIONAL ENGINEER
P.E.
03-04-26

BROWNSVILLE
On the Border. By the Sea.

RRP CONSULTING ENGINEERS LLC
1400, BROADFIELD BLVD.
HOUSTON, TEXAS-77084
TEXAS BOARD OF PROFESSIONAL ENGINEERS NO: 4440

Texas Department of Transportation

SOUTHMOST NATURE TRAIL PHASE III

PAVEMENT MARKING AND SIGNING STA. 23+65.00

SCALE: HORIZ: 1" = 10' SHEET 2 OF 6

CONT	SECT	JOB	HIGHWAY
0921	06	360	S.N.T.III
DIST	COUNTY		SHEET NO.
PHR	CAMERON		73

100% SUBMITTAL

DATE: 2/26/2026 10:31:29 AM
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PROP. REFL PAV MRK
TY1 (W) 24" SLD
(38 LF)

SOUTHMOST RD.

PROP. ℄ OF
SIDEWALK

PROP. CURB RAMP
TYPE 5

2.0% MAX

STA. 52+00.00

5'

PROP. CROSSWALK
(SEE PM(4)-22A STANDARD)

ESPERANZA RD.

PROP. CONC CURB AND GUTTER (33 LF)

PROP. REFL PAV MRK
TY1 (W) 24" SLD
(14 LF)

MORNINGSIDE RD.

PROP. REFL PAV MRK
TY1 (W) 24" SLD
(24 LF)

PROP. CROSSWALK
(SEE PM(4)-22A STANDARD)

SOUTHMOST RD.

PROP. REFL PAV MRK
TY1 (W) 24" SLD
(38 LF)

LEGEND

STOP — *R1-1*

BIKE ROUTE — *D11-1*

M6-4 *M6-1*

TRAIL X-ING — *W11-15* *W11-15P*

LANE AHEAD — *R3-17* *R3-17aP*

W2-1

LANE ENDS — *R3-17* *R3-17bP*

NO MOTOR VEHICLES — *R5-3*

W2-2R

W2-2L

SHARE THE ROAD — *W16-1*

END — *M4-6P*

PROP. SIGN

STATE OF TEXAS
ABEL MARROQUIN III
134752
REGISTERED PROFESSIONAL ENGINEER
P.E.
03-04-26

BROWNSVILLE
On the Border, By the Sea

RRP CONSULTING ENGINEERS LLC
1400, BROADFIELD BLVD.
HOUSTON, TEXAS-77084
TEXAS BOARD OF PROFESSIONAL ENGINEERS NO: 4440

Texas Department of Transportation

SOUTHMOST NATURE TRAIL PHASE III

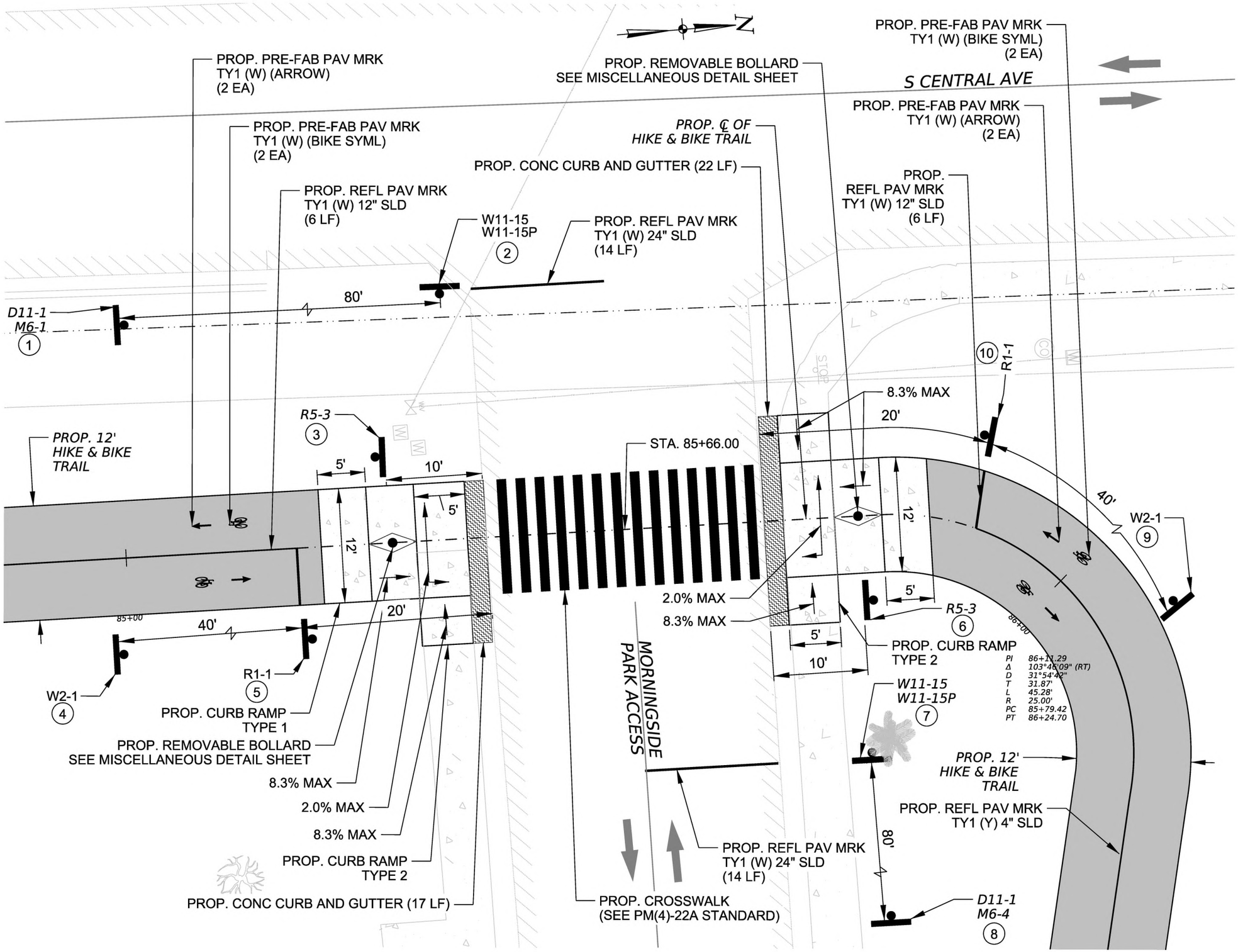
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SCALE: HORIZ: 1" = 10' SHEET 3 OF 6

CONT	SECT	JOB	HIGHWAY
0921	06	360	S.N.T.III
DIST	COUNTY		SHEET NO.
PHR	CAMERON		74

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LEGEND

STOP R1-1	BIKE ROUTE D11-1
	M6-4 M6-1
TRAIL X-ING W11-15 W11-15P	LANE AHEAD R3-17 R3-17aP
	LANE ENDS R3-17 R3-17bP
W2-1	NO MOTOR VEHICLES R5-3
W2-2R	W2-2L
SHARE THE ROAD W16-1	END M4-6P

PROP. SIGN

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BROWNSVILLE

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SOUTHMOST NATURE TRAIL PHASE III

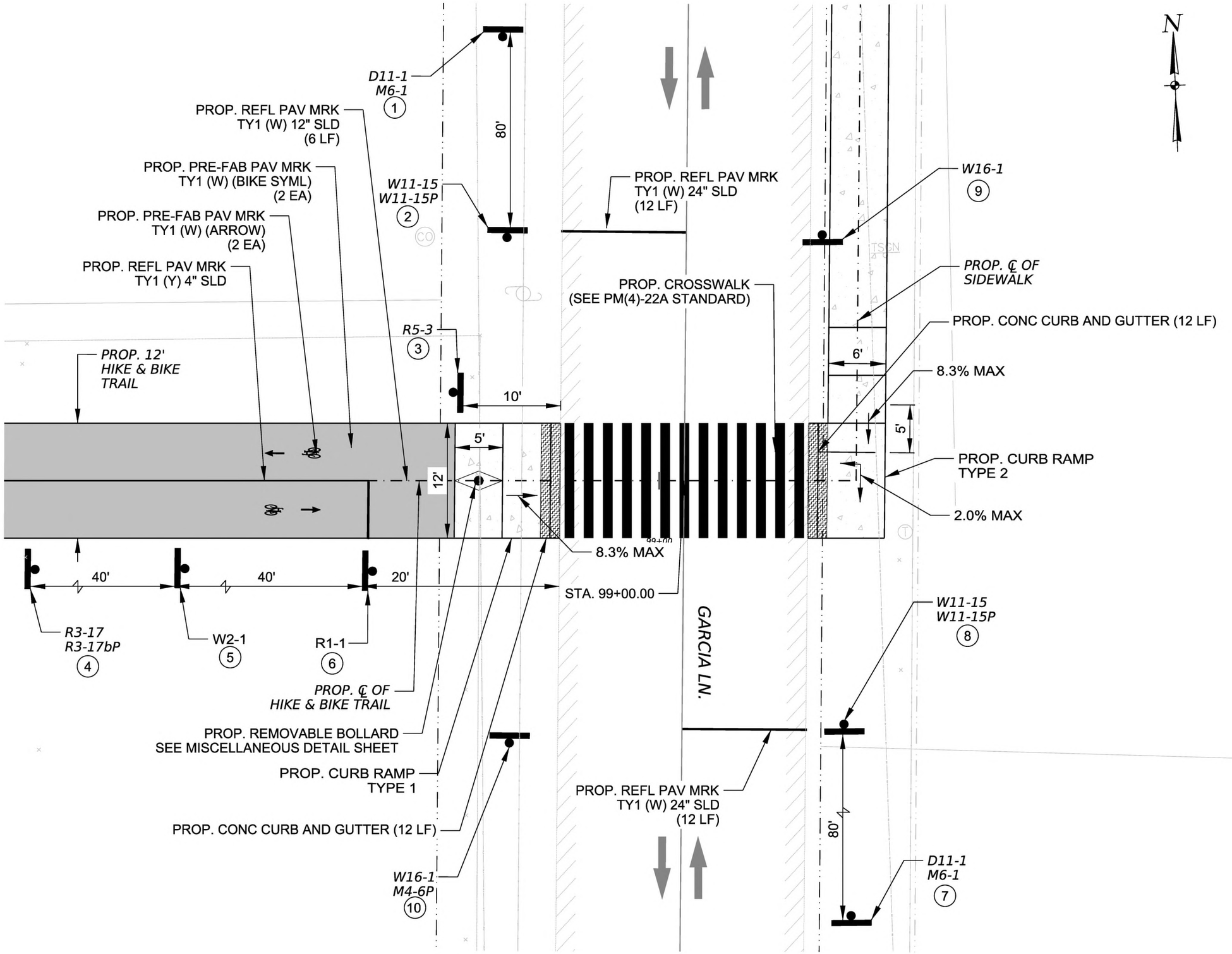
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SCALE: HORIZ: 1" = 10' SHEET 4 OF 6

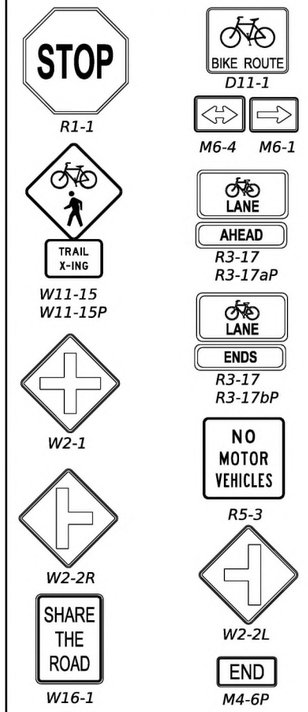
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DIST	COUNTY		SHEET NO.
PHR	CAMERON		75

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LEGEND





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Texas Department of Transportation

SOUTHMOST NATURE TRAIL PHASE III

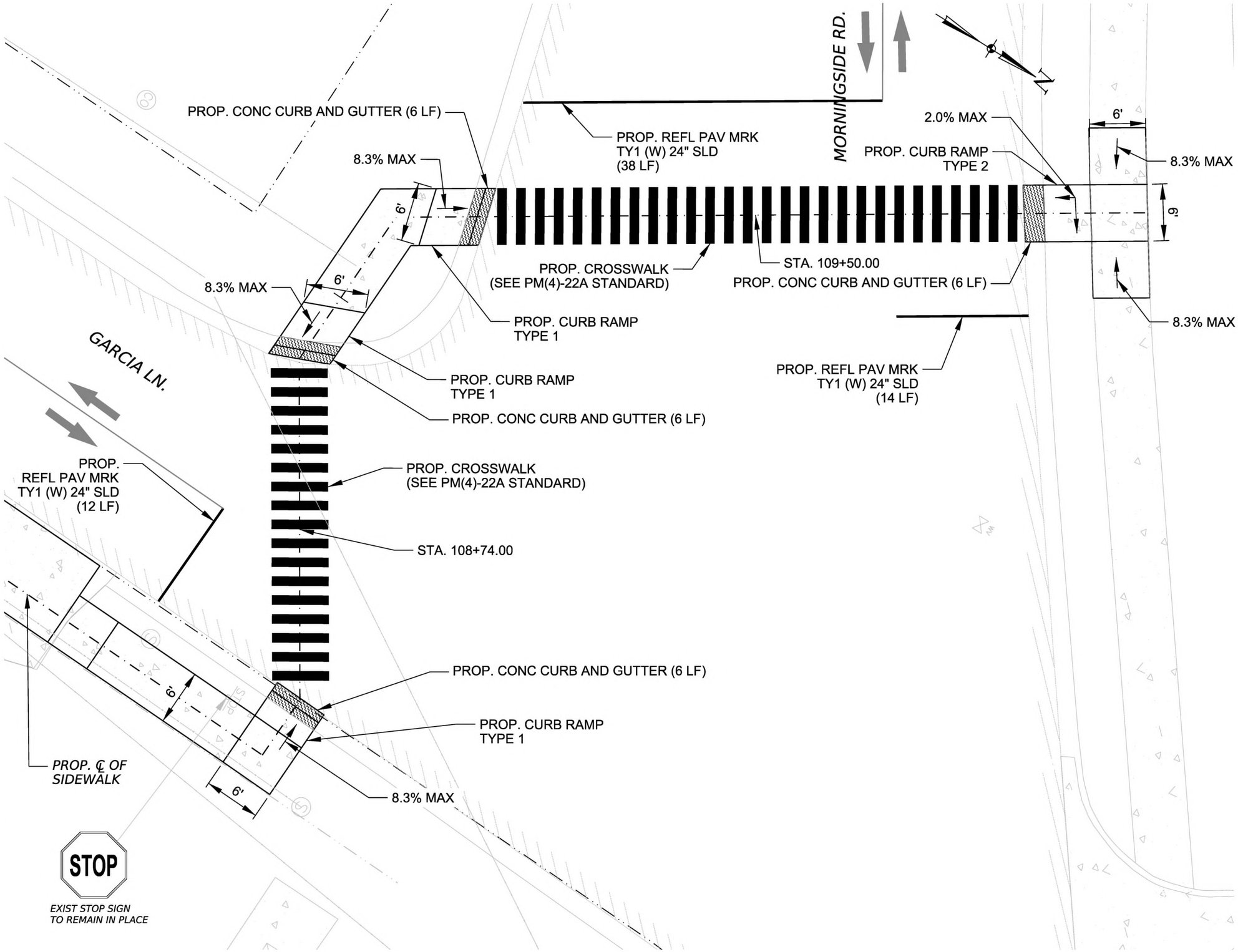
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SCALE: HORIZ: 1" = 10' SHEET 5 OF 6

CONT	SECT	JOB	HIGHWAY
0921	06	360	S.N.T.III
DIST	COUNTY		SHEET NO.
PHR	CAMERON		76

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LEGEND

STOP R1-1 · BIKE ROUTE D11-1 · M6-4 M6-1 · TRAIL X-ING W11-15 W11-15P · LANE AHEAD R3-17 R3-17aP · W2-1 · LANE ENDS R3-17 R3-17bP · NO MOTOR VEHICLES R5-3 · W2-2R · W2-2L · SHARE THE ROAD W16-1 · END M4-6P · PROP. SIGN

STATE OF TEXAS
ABEL MARROQUIN III
134752
REGISTERED PROFESSIONAL ENGINEER
P.E.
03-04-26

BROWNSVILLE
On the Border. By the Sea.

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1400, BROADFIELD BLVD.
HOUSTON, TEXAS-77084
TEXAS BOARD OF PROFESSIONAL ENGINEERS NO: 4440

Texas Department of Transportation

SOUTHMOST NATURE TRAIL PHASE III

PAVEMENT MARKING AND SIGNING STA. 109+00.00

SCALE: HORIZ: 1" = 10' SHEET 6 OF 6

CONT	SECT	JOB	HIGHWAY
0921	06	360	S.N.T.III
DIST	COUNTY		SHEET NO.
PHR	CAMERON		77

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SUMMARY OF SMALL SIGNS

SM RD SGN ASSM TY XXXXX (X) XX (X-XXXX)

PLAN SHEET NO.	SIGN NO.	SIGN NOMENCLATURE	SIGN	DIMENSIONS	FLAT ALUMINUM (TYPE A)	EXAL ALUMINUM (TYPE G)	POST TYPE FRP = Fiberglass TWT = Thin-Wall 10BWG = 10 BWG S80 = Sch 80	POSTS 1 or 2	ANCHOR TYPE UA=Universal Conc UB=Universal Bolt SA=Slipbase-Conc SB=Slipbase-Bolt WS=Wedge Steel WP=Wedge Plastic	MOUNTING DESIGNATION PREFABRICATED P = "Plain" T = "T" U = "U"	1EXT or 2EXT = # of Ext BM = Extruded Wind Beam WC = 1.12 #/ft Wing Channel EXAL= Extruded Alum Sign Panels	BRIDGE MOUNT CLEARANCE SIGNS (See Note 2) TY = TYPE TY N TY S
1 OF 6												
	1	R1-1		18" X 18"	X		10 BWG	1	SA	P		
	2	W2-1		24" X 24"	X		10 BWG	1	SA	P		
	3	R5-3		24" X 24"	X		10 BWG	1	SA	P		
	4	W11-15 W11-15P		30" X 30" 18" X 12"	X X		10 BWG	1	SA	P		
	5	D11-1 M6-4		24" X 18" 12" X 9"	X X		10 BWG	1	SA	P		
	6	D11-1 M6-4		24" X 18" 12" X 9"	X X		10 BWG	1	SA	P		
	7	W11-15 W11-15P		30" X 30" 18" X 12"	X X		10 BWG	1	SA	P		
	8	R5-3		24" X 24"	X		10 BWG	1	SA	P		

ALUMINUM SIGN BLANKS THICKNESS	
Square Feet	Minimum Thickness
Less than 7.5	0.080"
7.5 to 15	0.100"
Greater than 15	0.125"

The Standard Highway Sign Designs for Texas (SHSD) can be found at the following website.

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SHEET 1 OF 5

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SUMMARY OF SMALL SIGNS

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FILE: sums16.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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REVISIONS	0921	06	360	S.N.T.III
4-16 8-16	DIST	COUNTY		SHEET NO.
		Cameron		78

18

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FILE:

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1 OF 6												
	9	W2-1		24" X 24"	X		10 BWG	1	SA	P		
	10	R1-1		18" X 18"	X		10 BWG	1	SA	P		
2 OF 6												
	1	D11-1		24" X 18"	X		10 BWG	1	SA	P		
		M6-4		12" X 9"	X							
	2	W11-15		30" X 30"	X		10 BWG	1	SA	P		
		W11-15P		18" X 12"	X							
	3	R5-3		24" X 24"	X		10 BWG	1	SA	P		
	4	W2-1		24" X 24"	X		10 BWG	1	SA	P		
	5	R1-1		18" X 18"	X		10 BWG	1	SA	P		
	6	W11-15		30" X 30"	X		10 BWG	1	SA	P		
		W11-15P		18" X 12"	X							

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Less than 7.5	0.080"
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Texas Department of Transportation — Traffic Operations Division Standard

SUMMARY OF SMALL SIGNS

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REVISIONS	0921	06	360	S.N.T.III
4-16	DIST	COUNTY		SHEET NO.
8-16		Cameron		79

DATE:
FILE:

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PLAN SHEET NO.	SIGN NO.	SIGN NOMENCLATURE	SIGN	DIMENSIONS	FLAT ALUMINUM (TYPE A)	EXAL ALUMINUM (TYPE G)	POST TYPE FRP = Fiberglass TWT = Thin-Wall 10BWG = 10 BWG S80 = Sch 80	POSTS 1 or 2	ANCHOR TYPE UA=Universal Conc UB=Universal Bolt SA=Slipbase-Conc SB=Slipbase-Bolt WS=Wedge Steel WP=Wedge Plastic	MOUNTING DESIGNATION PREFABRICATED P = "Plain" T = "T" U = "U"	1EXT or 2EXT = # of Ext BM = Extruded Wind Beam WC = 1.12 #/ft Wing Channel EXAL= Extruded Alum Sign Panels	BRIDGE MOUNT CLEARANCE SIGNS (See Note 2) TY = TYPE TY N TY S
2 OF 6												
	7	R5-3		24" X 24"	X		10 BWG	1	SA	P		
	8	D11-1 M6-4		24" X 18" 12" X 9"	X X		10 BWG	1	SA	P		
	9	W2-1		24" X 24"	X		10 BWG	1	SA	P		
	10	R1-1		18" X 18"	X		10 BWG	1	SA	P		
4 OF 6												
	1	D11-1 M6-4		24" X 18" 12" X 9"	X X		10 BWG	1	SA	P		
	2	W11-15 W11-15P		30" X 30" 18" X 12"	X X		10 BWG	1	SA	P		
	3	R5-3		24" X 24"	X		10 BWG	1	SA	P		
	4	W2-1		24" X 24"	X		10 BWG	1	SA	P		

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SHEET 3 OF 5

Texas Department of Transportation — Traffic Operations Division Standard

SUMMARY OF SMALL SIGNS

SOSS

FILE: sums16.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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REVISIONS	0921	06	360	S.N.T.III
4-16	DIST	COUNTY		SHEET NO.
8-16		Cameron		80

18

DATE:
FILE:

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	5	R1-1		18" X 18"	X		10 BWG	1	SA	P	
	6	R5-3		24" X 24"	X		10 BWG	1	SA	P	
	7	W11-15		30" X 30"	X		10 BWG	1	SA	P	
		W11-15P		18" X 12"	X						
	8	D11-1		24" X 18"	X		10 BWG	1	SA	P	
		M6-4		12" X 9"	X						
	9	W2-1		24" X 24"	X		10 BWG	1	SA	P	
	10	R1-1		18" X 18"	X		10 BWG	1	SA	P	
5 OF 6											
	1	D11-1		24" X 18"	X		10 BWG	1	SA	P	
		M6-1R		12" X 9"	X						
	2	W11-15		30" X 30"	X		10 BWG	1	SA	P	
		W11-15P		18" X 12"	X						

ALUMINUM SIGN BLANKS THICKNESS	
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Texas Department of Transportation — Traffic Operations Division Standard

SUMMARY OF SMALL SIGNS

SOSS

FILE: sums16.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
© TxDOT May 1987	CONT	SECT	JOB	HIGHWAY
REVISIONS	0921	06	360	S.N.T.III
4-16 8-16	DIST	COUNTY		SHEET NO.
		Cameron		81

18

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5 OF 6												
	3	R5-3	NO MOTOR VEHICLES	24" X 24"	X		10 BWG	1	SA	P		
	4	R3-17	LANE ENDS	24" X 18"	X		10 BWG	1	SA	P		
		R3-17bP		24" X 8"	X							
	5	W2-1		24" X 24"	X		10 BWG	1	SA	P		
	6	R1-1	STOP	18" X 18"	X		10 BWG	1	SA	P		
	7	D11-1	BIKE ROUTE	24" X 18"	X		10 BWG	1	SA	P		
		M6-1L		12" X 9"	X							
	8	W11-15	TRAIL X-ING	30" X 30"	X		10 BWG	1	SA	P		
		W11-15P		18" X 12"	X							

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SHEET 5 OF 5

Texas Department of Transportation — Traffic Operations Division Standard

SUMMARY OF SMALL SIGNS

SOSS

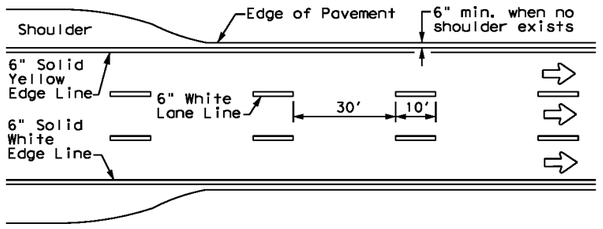
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4-16	DIST	COUNTY		SHEET NO.
8-16		Cameron		82

18

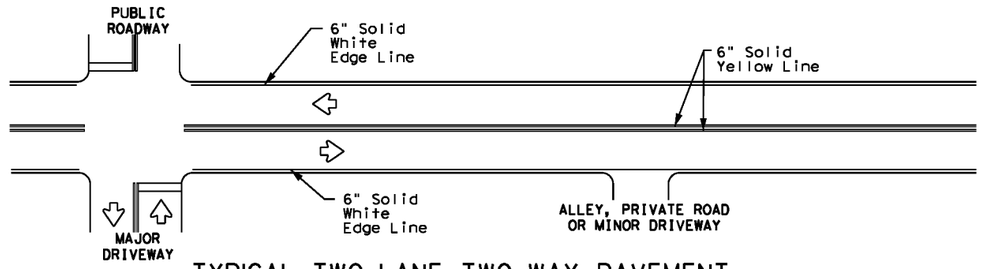
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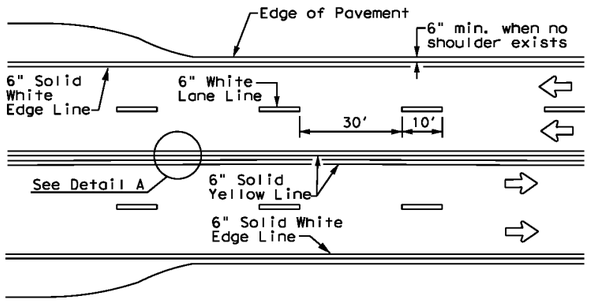
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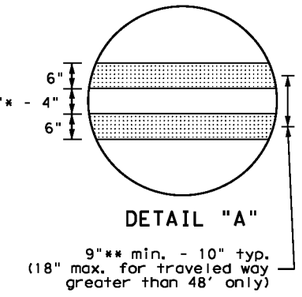


EDGE LINE AND LANE LINES
ONE-WAY ROADWAY
WITH OR WITHOUT SHOULDERS



TYPICAL TWO-LANE, TWO-WAY PAVEMENT
MARKINGS THROUGH INTERSECTIONS





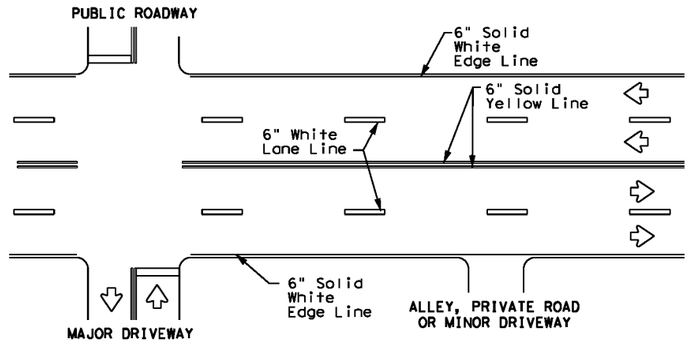
DETAIL "A"

9"** min. - 10" typ.
(18" max. for traveled way greater than 48' only)

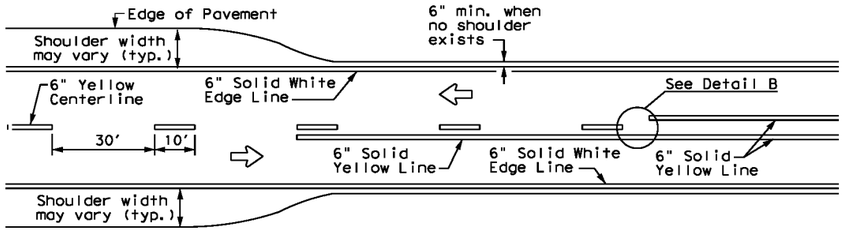
CENTERLINE AND LANE LINES
FOUR LANE TWO-WAY ROADWAY
WITH OR WITHOUT SHOULDERS

* 2" minimum for restripe projects when approved by the Engineer.

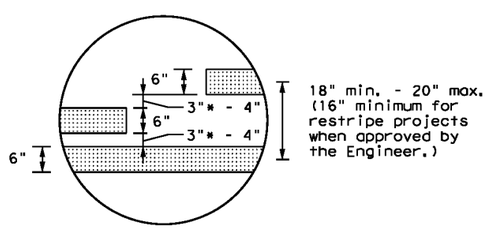
** 8" minimum for restripe projects when approved by the Engineer.



TYPICAL MULTI-LANE, TWO-WAY PAVEMENT
MARKINGS THROUGH INTERSECTIONS

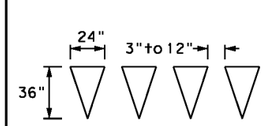


TWO LANE TWO-WAY ROADWAY
WITH OR WITHOUT SHOULDERS



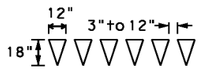
DETAIL "B"

* 2" minimum for restripe projects when approved by the Engineer.

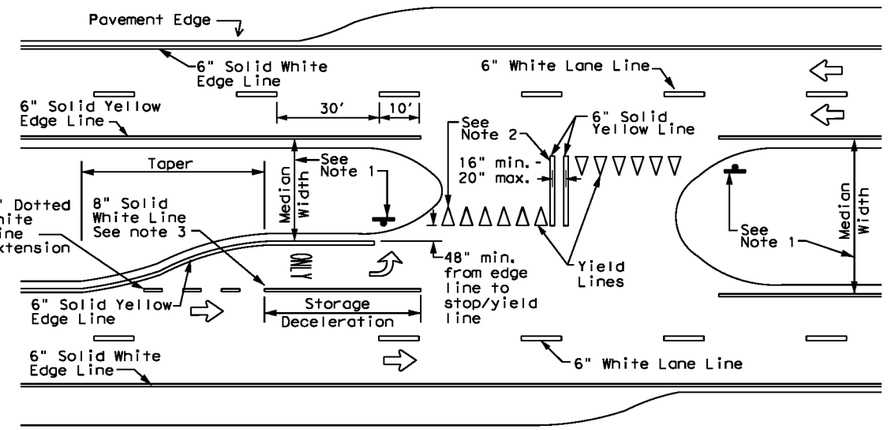


For posted speed on road being marked equal to or greater than 45 MPH.

YIELD LINES



For posted speed on road being marked equal to or less than 40 MPH.



FOUR LANE DIVIDED ROADWAY CROSSOVERS

NOTES

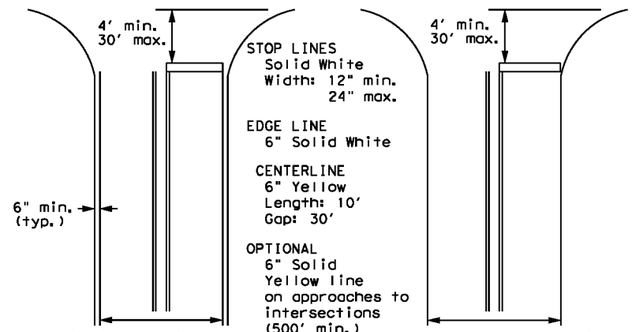
1. Where divided highways are separated by median widths at the median opening itself of 30 feet or more, median openings shall be signed as two separate intersections.
   Each median opening has two width measurements, with one measurement for each approach. The narrow median width will be the controlling width to determine if signs are required. Yield signs are the typical intersection control. Stop signs and stop bars are optional as determined by the Engineer.
2. Install median striping (double yellow centerlines and stop lines/yield lines) when a 50' or greater median centerline can be placed. Stop lines shall only be used with stop signs. Yield lines shall only be used with yield signs.
3. Length of turn bays, including taper, deceleration, and storage lengths shall be as shown on the plans or as directed by the Engineer.

GENERAL NOTES

1. Edge line striping shall be as shown in the plans or as directed by the Engineer. The edge line should not be placed less than 6 inches from the edge of pavement. This distance may vary due to pavement raveling or other conditions. Edge lines are not required in curb and gutter sections of roadways.
2. The traveled way includes only that portion of the roadway used for vehicular travel. It does not include the parking lanes, sidewalks, berms and shoulders. The traveled ways shall be measured from the center of edge line to the center of edge line of a two lane roadway.

MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



NOTE: Traveled way is exclusive of shoulder widths. Refer to General Note 2 for additional details.

GUIDE FOR PLACEMENT OF STOP LINES,
EDGE LINE & CENTERLINE
Based on Traveled Way and Pavement Widths
for Undivided Roadways

Texas Department of Transportation

Traffic Safety Division Standard

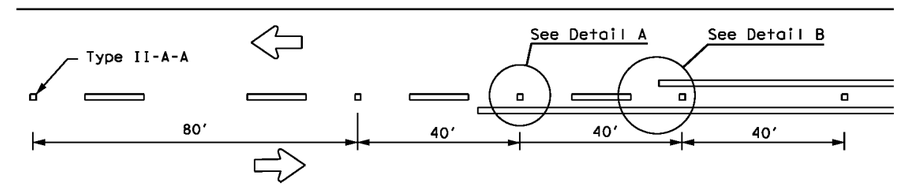
TYPICAL STANDARD PAVEMENT MARKINGS

PM(1)-22

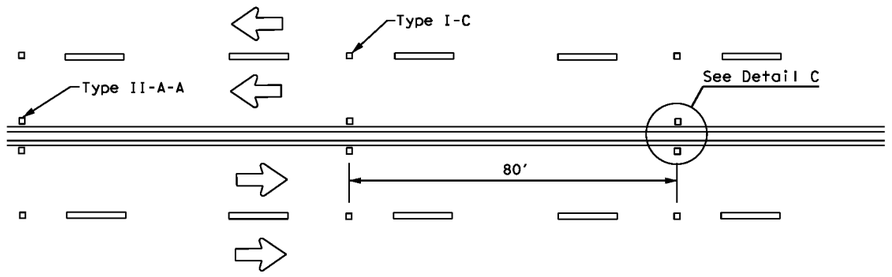
FILE: pm1-22.dgn	DN:	CK:	DW:	CK:
© TxDOT December 2022	CONT	SECT	JOB	HIGHWAY
REVISIONS 11-78 8-00 6-20	0921	06	360	S.N.T. III
8-95 3-03 12-22	DIST	COUNTY		SHEET NO.
5-00 2-12	PHR	CAMERON		83

22A

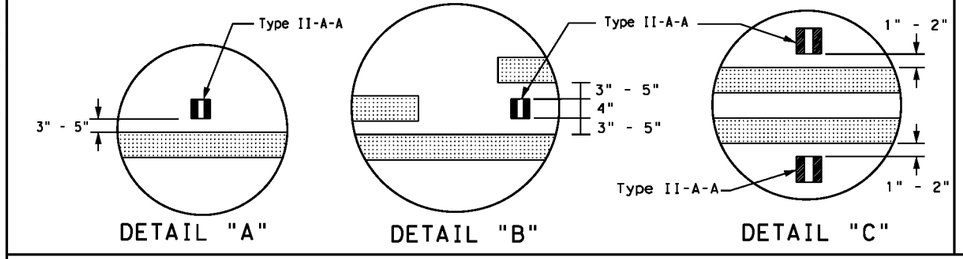
REFLECTIVE RAISED PAVEMENT MARKERS FOR VEHICLE POSITIONING GUIDANCE



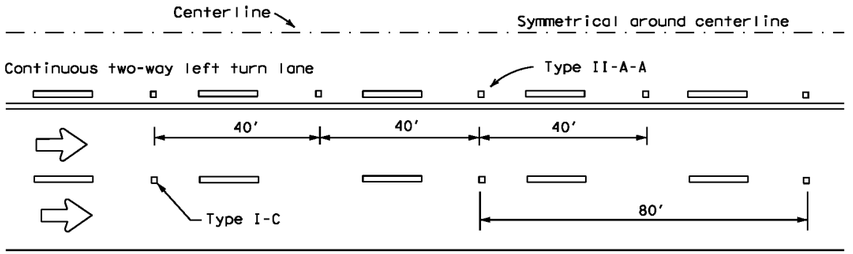
CENTERLINE FOR ALL TWO LANE TWO-WAY ROADWAYS



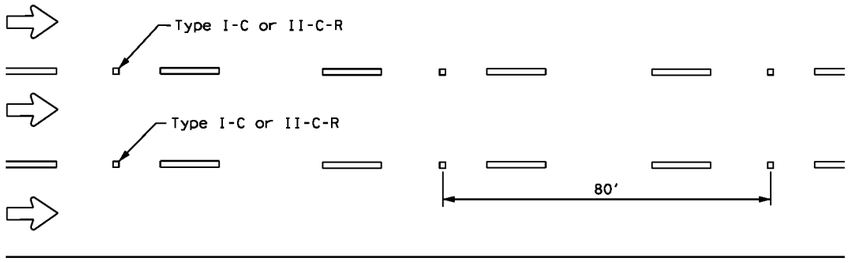
CENTERLINE & LANE LINES
FOR FOUR LANE TWO-WAY ROADWAYS



DETAIL "A" DETAIL "B" DETAIL "C"



CENTERLINE AND LANE LINES FOR TWO-WAY LEFT TURN LANE



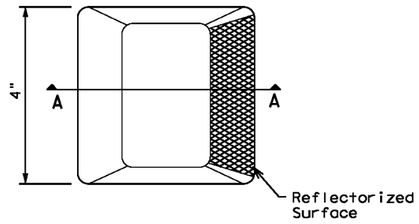
LANE LINES FOR ONE-WAY ROADWAY (NON-FREEWAY FACILITIES)

Raised pavement markers Type II-C-R shall have clear face toward normal traffic and red face toward wrong-way traffic.

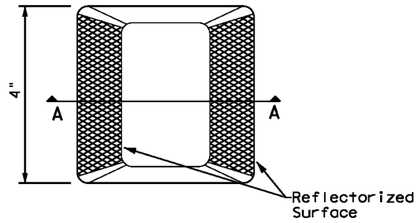
See Note 3.

MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

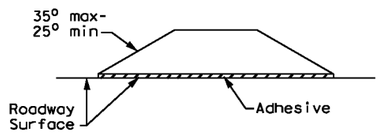
All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



Type I (Top View)

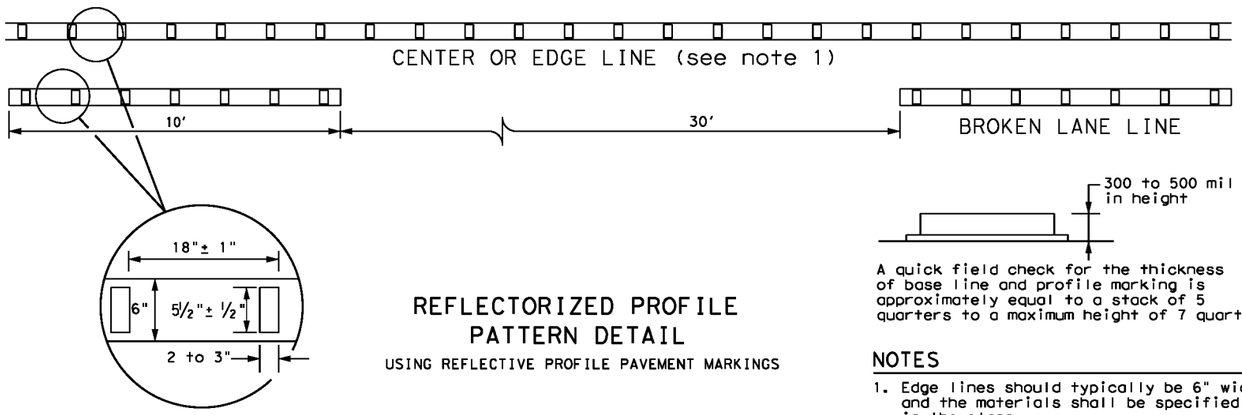


Type II (Top View)



SECTION A

RAISED PAVEMENT MARKERS



6" EDGE LINE, 6" CENTERLINE OR 6" LANE LINE

REFLECTORIZED PROFILE PATTERN DETAIL

USING REFLECTIVE PROFILE PAVEMENT MARKINGS

A quick field check for the thickness of base line and profile marking is approximately equal to a stack of 5 quarters to a maximum height of 7 quarters.

NOTES

1. Edge lines should typically be 6" wide and the materials shall be specified in the plans.
2. Profile markings shall not be placed on roadways with a posted speed limit of 45 MPH or less.

GENERAL NOTES

1. All raised pavement markers placed along broken lines shall be placed in line with and midway between the stripes.
2. On concrete pavements, the raised pavement markers should be placed to one side of the longitudinal joints.
3. Use raised pavement marker Type I-C with undivided roadways, flush medians, and two way left turn lanes. Use raised pavement marker Type II-C-R with divided highways and raised medians.

Texas Department of Transportation

Traffic Safety Division Standard

POSITION GUIDANCE USING RAISED MARKERS REFLECTORIZED PROFILE MARKINGS PM(2)-22

FILE: pm2-22.dgn	DN:	CK:	DW:	CK:
©TxDOT December 2022	CONT	SECT	JOB	HIGHWAY
REVISIONS 4-77 8-00 6-20 4-92 2-10 12-22 5-00 2-12	0921	06	360	S.N.T. III
	DIST	COUNTY		SHEET NO.
	PHR	CAMERON		84

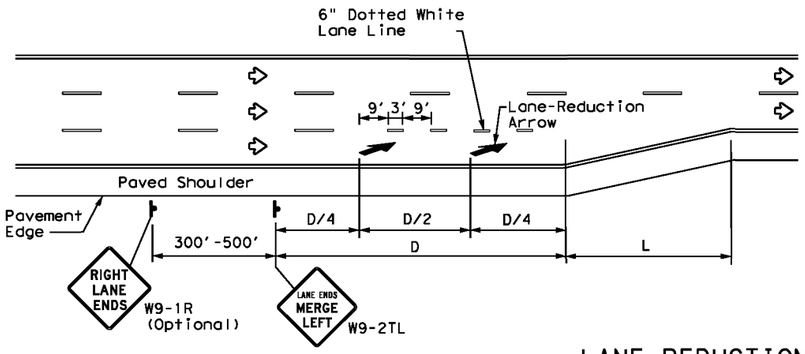
22B

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LANE REDUCTION

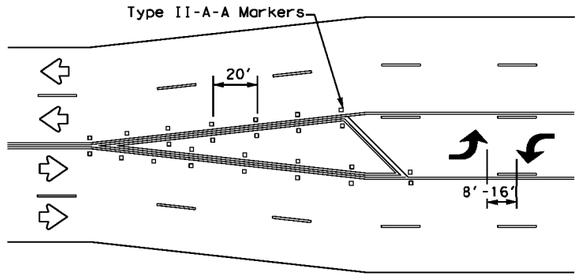
NOTES

1. Lane reduction pavement markings are used where the number of through lanes is reduced because of narrowing of the roadway or because of a section of on-street parking in what would otherwise be a through lane. For Texas Super 2 Passing Lanes, see TS2(PL) standard sheets.
2. On divided highways, an additional RIGHT LANE ENDS (W9-1R) sign may be installed in the median aligned with the W9-1R sign on the right side of the highway.
3. Lane reduction arrows are required for speeds of 45 mph or greater. An optional third lane reduction arrow may be added based on engineering judgement. If used, the optional third lane reduction arrow should be centered between the first and last lane reduction arrows.
4. For lane reductions on Freeways and Expressways, signing shall conform to the TxDOT Freeway Signing Handbook.

ADVANCED WARNING SIGN DISTANCE (D)		
Posted Speed	D (ft)	L (ft)
30 MPH	460	$L=\frac{WS^2}{60}$
35 MPH	565	
40 MPH	670	
45 MPH	775	L=WS
50 MPH	885	
55 MPH	990	
60 MPH	1,100	
65 MPH	1,200	
70 MPH	1,250	
75 MPH	1,350	

GENERAL NOTES

1. Lane use word and arrow markings shall be used where through lanes approaching an intersection become mandatory turn lanes. Lane use word and arrow markings should be used in auxiliary lanes of substantial length. Lane use arrow markings or word and arrow markings may be used in other lanes and turn bays for emphasis. Details for words and arrows are as shown in the Standard Highway Sign Designs for Texas.
2. When lane-use words and arrow markings are used, two sets of arrows should be used if the length of the bay is greater than 180 feet. When a single lane use arrow or word and arrow marking is used for a short turn lane, it should be located at or near the upstream end of the full-width turn lane.
3. Use raised pavement marker Type I-C with undivided highways, flush medians and two way left turn lanes. Use raised pavement marker Type II-C-R with divided highways and raised medians.
4. Length of turn bays, including taper, deceleration, and storage lengths shall be as shown on the plans or as directed by the Engineer. See Chapter 3 of the Roadway Design Manual for additional information on turning lanes or storage lengths.

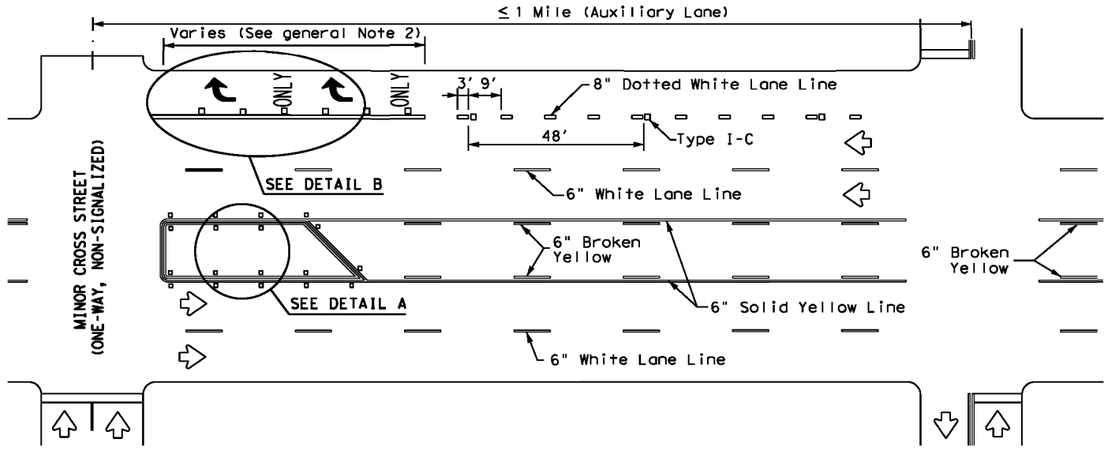


A two-way left-turn (TWLT) lane-use arrow pavement marking should be used at or just downstream from the beginning of a two-way left-turn lane within a corridor. Repeating the marking after each intersection or dedicated turn bay is not required unless stated elsewhere in the plans.

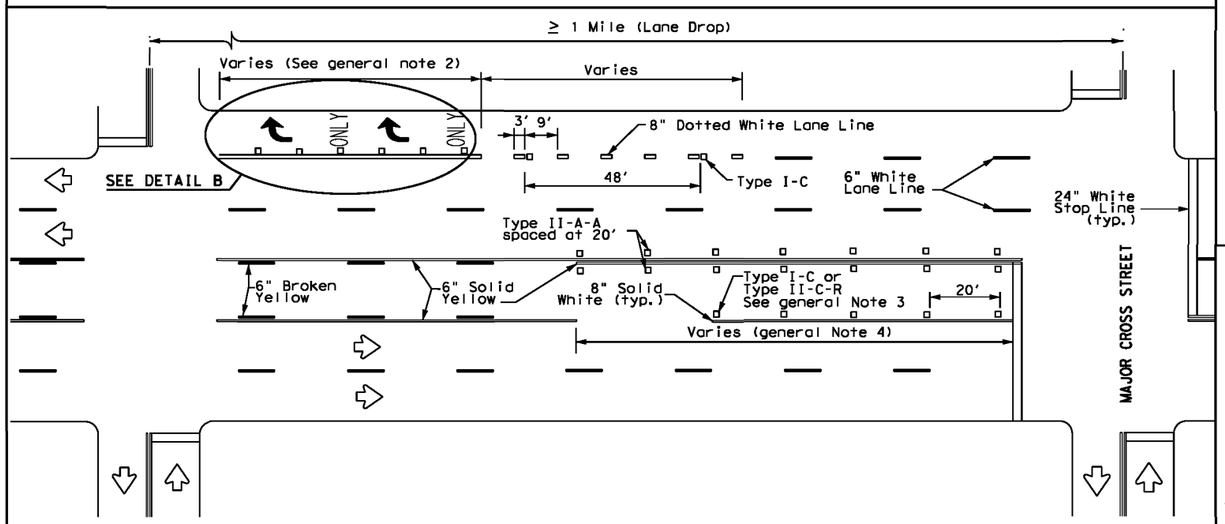
TYPICAL TRANSITION FOR TWLTL AND DIVIDED HIGHWAY

MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

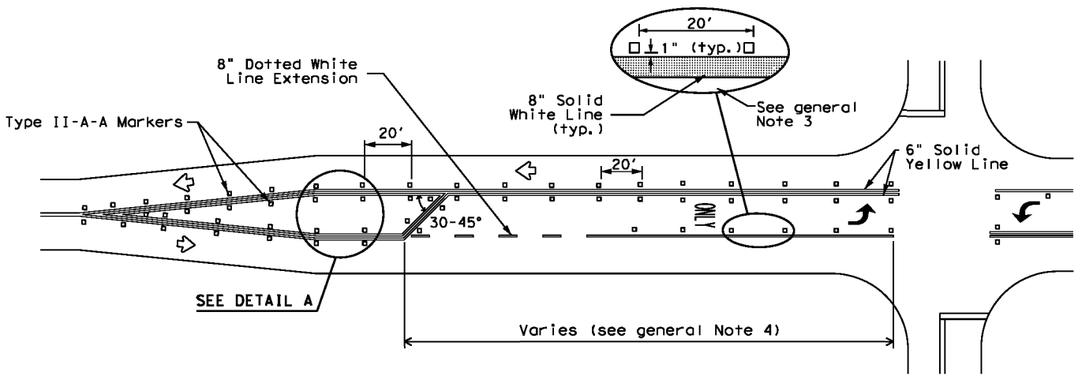
All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



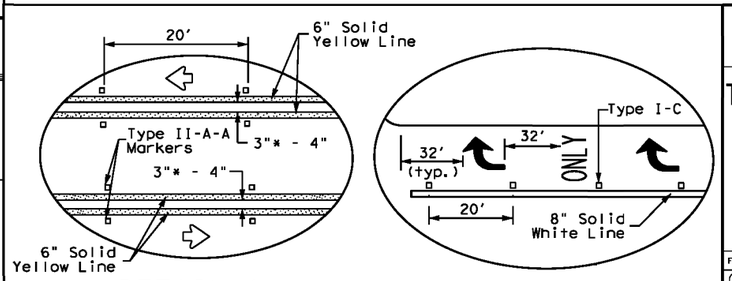
TYPICAL TWLTL AT ONE-WAY STREET AND RIGHT TURN AUXILIARY LANE



TYPICAL TWLTL AT TWO-WAY CROSS STREET AND RIGHT TURN LANE DROP



TYPICAL TWO-LANE ROADWAY INTERSECTION WITH LEFT TURN BAYS



* 2" minimum allowed for restripe projects when approved by the Engineer.

Texas Department of Transportation — Traffic Safety Division Standard

TWO-WAY LEFT TURN LANES, RURAL LEFT TURN BAYS, AND LANE REDUCTION PAVEMENT MARKINGS PM(3)-22

FILE: pm3-22.dgn	DN:	CK:	DW:	CK:
© TxDOT December 2022	CONT	SECT	JOB	HIGHWAY
REVISIONS 4-98 3-03 6-20 5-00 2-10 12-22 8-00 2-12	0921	06	360	S.N.T. III
	DIST	COUNTY		SHEET NO.
	PHR	CAMERON		85

22C

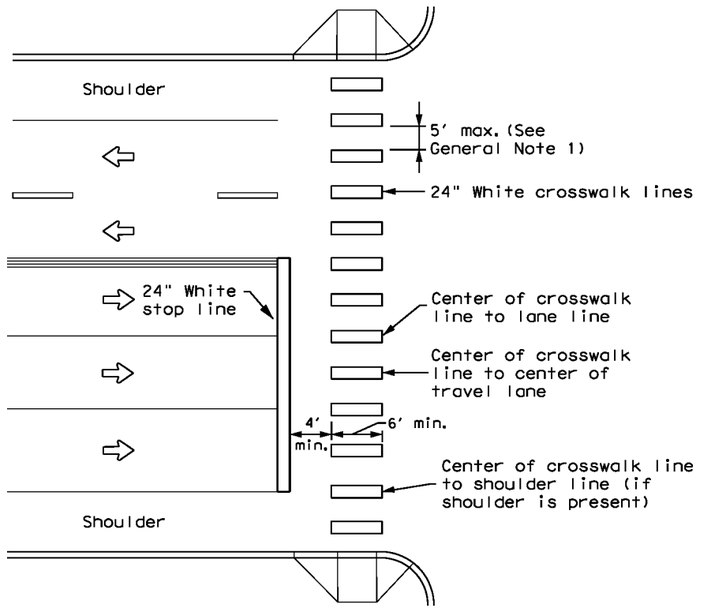
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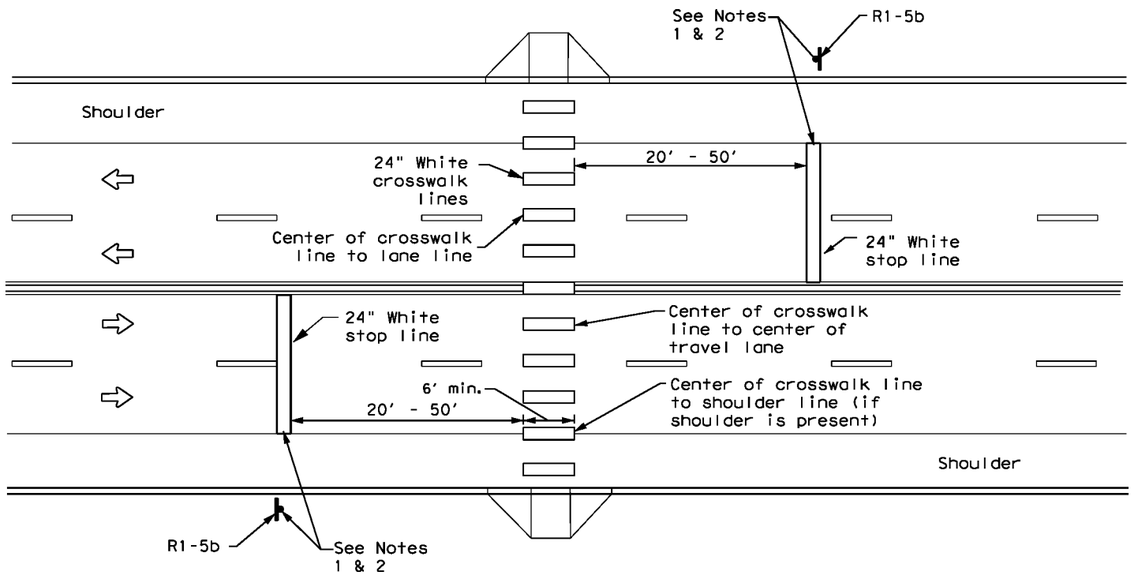
HIGH-VISIBILITY LONGITUDINAL CROSSWALK
AT CONTROLLED APPROACH

GENERAL NOTES

1. Longitudinal crosswalk lines should not be placed in the wheel path of vehicles. Center the crosswalk lines on travel lanes, lane lines, and shoulder lines (if present).
2. A minimum 6" clear distance shall be provided to the curb face. If the last crosswalk line falls into this distance it must be omitted.
3. For divided roadways, adjustments in spacing of the crosswalk lines should be made in the median so that the crosswalk lines are maintained in their proper location across the travel portion of the roadway.
4. At skewed crosswalks, the crosswalk lines are to remain parallel to the lane lines.
5. Each crosswalk shall be a minimum of 6' wide.
6. The High-Visibility Longitudinal Crosswalk is the preferred crosswalk pattern on State Highways. Other crosswalk patterns as shown in the "Texas Manual on Uniform Traffic Control Devices" may be used. All crosswalk designs and dimension shall comply with the "Texas Manual on Uniform Traffic Control Devices."
7. Final placement of Stop Bar and Crosswalk shall be approved by the Engineer in the field.

MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



UNSIGNALIZED MIDBLOCK HIGH-VISIBILITY
LONGITUDINAL CROSSWALK

NOTES:

1. Use stop bars with Stop Here For Pedestrians (R1-5b) signs at unsignalized midblock cross walks.
2. Use stop bars with STOP HERE ON RED (R10-6 or R10-6a) signs at mid block crosswalks controlled by traffic signals or pedestrian hybrid beacons.

Texas Department of Transportation | Traffic Safety Division Standard

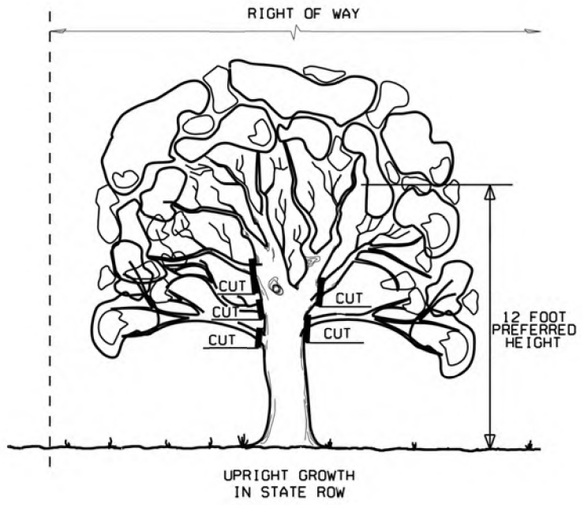
CROSSWALK PAVEMENT MARKINGS

PM(4)-22A

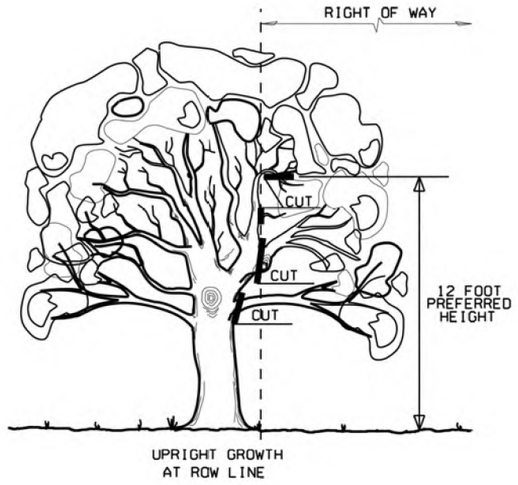
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© TxDOT December 2022	CONT	SECT	JOB	HIGHWAY
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6-22	PHR	CAMERON		86
12-22				

22D

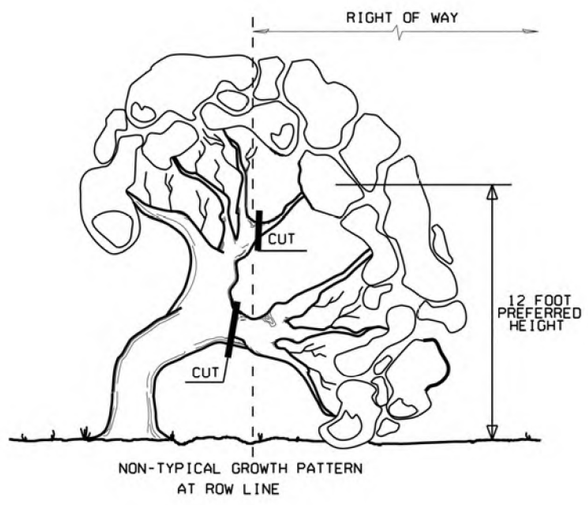
GUIDELINES FOR PRUNING TREES



UPRIGHT GROWTH IN STATE ROW



UPRIGHT GROWTH AT ROW LINE



NON-TYPICAL GROWTH PATTERN AT ROW LINE

THOSE EXISTING TREES, SHRUBS OR OTHER LANDSCAPE FEATURES DESIGNATED BY THE ENGINEER FOR PRESERVATION AND PRUNING INDICATED IN THE PLANS AND/OR AS DIRECTED BY THE ENGINEER SHALL BE PROTECTED AND PRUNED. THIS PROTECTION WORK SHALL BE CONSIDERED SUBSIDIARY TO THIS ITEM. ACCEPTABLE FENCING MATERIAL FOR TREE PROTECTION SHALL BE "FENCE IT PLUS", 46" H X 150' L, NEW ORANGE COLOR, AS MANUFACTURED BY WEATHERSHADE, 3000 W. ORANGE AVE., APOPKA, FLORIDA, 32703, (407) 889-3692, OR APPROVED EQUAL. ALL TREES TO BE PRESERVED ARE NOT NECESSARILY SHOWN ON THE PLANS. AS DETAILED ON THIS SHEET AND TO THE SATISFACTION OF THE ENGINEER, IN THE EVENT OF OVERHANGING LIMBS ONTO TRAVEL LANES AND/OR IN CONFLICT WITH CONSTRUCTION, THE FOLLOWING PRUNING GUIDELINES SHALL BE UTILIZED.

(ATTENTION CONTRACTORS AND TXDOT ENGINEERS)

NOTE: TREE LIMBS SHALL NOT BE BROKEN FROM THE TREES BY EARTHWORK EQUIPMENT UNDER ANY CIRCUMSTANCES.

THE FOLLOWING GENERAL SPECIFICATIONS APPLY TO CLASS 111. HAZARD PRUNING:

1. ALL CUTS SHALL BE MADE AS CLOSE AS POSSIBLE TO THE TRUNK OR PARENT LIMB WITHOUT CUTTING INTO THE BRANCH COLLAR AND LEAVING A PROTRUDING STUB (SEE DIAGRAM A). BARK AT THE EDGE OF ALL PRUNING CUTS SHOULD REMAIN FIRMLY ATTACHED.

2. ALL BRANCHES TOO LARGE TO SUPPORT WITH ONE HAND SHALL BE PRECUT (SEE DIAGRAM B) TO AVOID SPLITTING OR TEARING OF THE BARK. WHERE NECESSARY, ROPES OR OTHER EQUIPMENT SHOULD BE USED TO LOWER LARGE BRANCHES OR STUBS TO THE GROUND. CUT "A" SHOULD BE DONE TO HALF OF BRANCH DIAMETER TO AVOID THE UNDESIRED TEARING OF BARK TO MAIN TRUNK WHEN CUTTING LARGE BRANCHES.

3. TREATMENT OF CUTS AND WOUNDS WITH WOUND DRESSING OR PAINTS HAS NOT SHOWN TO BE EFFECTIVE IN PREVENTING OR REDUCING DECAY AND IS NOT GENERALLY RECOMMENDED FOR THAT REASON. WOUND DRESSING OVER INFECTED WOUND MAY STIMULATE THE DECAY PROCESS. IF WOUNDS ARE PAINTED FOR COSMETIC OR OTHER REASONS, THEN MATERIALS NON-TOXIC TO THE CAMBIUM LAYER MERISTIMATIC TISSUE MUST BE USED. CARE MUST BE TAKEN TO APPLY A THIN COATING OF THE MATERIAL ONLY TO THE EXPOSED WOOD.

4. EQUIPMENT THAT WOULD DAMAGE THE BARK AND CADMIUM LAYER SHALL NOT BE USED ON OR IN THE TREE. FOR EXAMPLE, THE USE OF CLIMBING SPURS (HOOKS, IRONS) IS NOT AN ACCEPTABLE WORK PRACTICE FOR PRUNING OPERATIONS ON LIVE TREES. SHARP TOOLS SHALL BE USED SO THAT CLEAN CUTS SHALL BE MADE AT ALL TIMES.

5. ALL CUT LIMBS SHALL BE REMOVED FROM THE CROWN UPON COMPLETION OF THE PRUNING.

6. TREES SUSCEPTIBLE TO SERIOUS INFECTIOUS DISEASES SHOULD NOT BE PRUNED AT THE TIME OF YEAR DURING WHICH THE PATHOGENS CAUSING THE DISEASE OR THE INSECT INFESTATION IS MOST ACTIVE. SIMILARLY, IF PRUNING WOUNDS MAY ATTRACT HARMFUL INSECTS, PRUNING SHOULD BE TIMED SO AS TO AVOID INSECT INFESTATION.

7. THE PRESENCE OF ANY DISEASE CONDITION, FUNGUS FRUIT BODIES, DECAYED TRUNK OR BRANCHES, SPLIT CROTCHES OR BRANCHES, CRACKS, OR OTHER STRUCTURAL WEAKNESS SHOULD BE REPORTED IN WRITING TO THE ENGINEER FOR CORRECTIVE MEASURES.

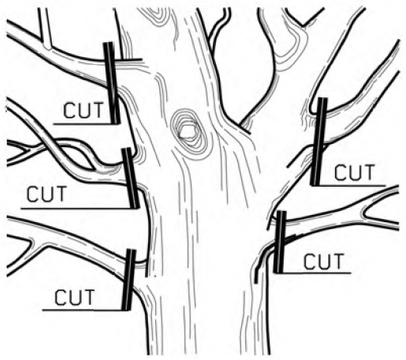


DIAGRAM A

NOTE: IF PRUNING OF MAJOR LIMBS WILL CAUSE THE TREE TO LOOSE PROPER OR FUNCTIONAL FORM, THE CONTRACTOR SHALL CONTACT THE ENGINEER FOR APPROVAL BEFORE FURTHER PRUNING CAN BE ACCOMPLISHED.

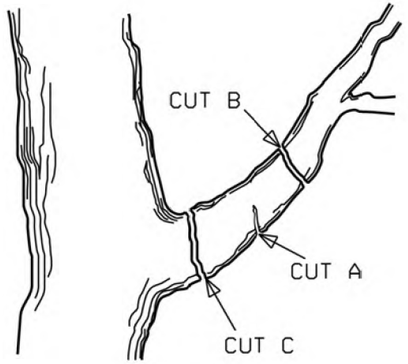


DIAGRAM B

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DATE
FILE

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PHARR DISTRICT STANDARD

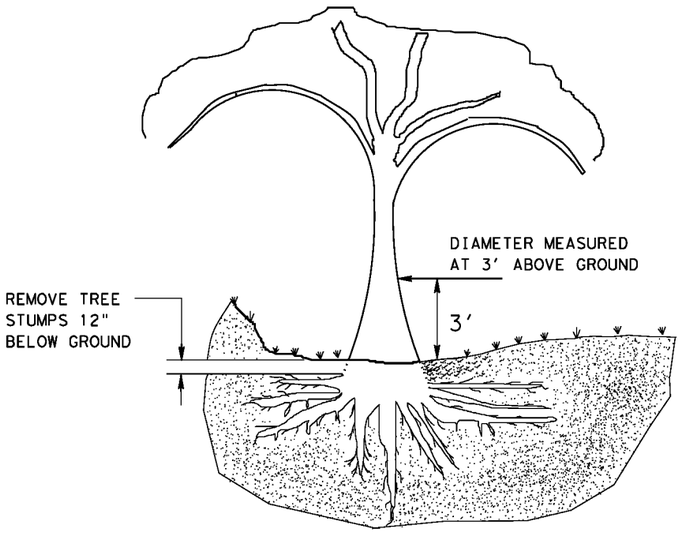
Texas Department of Transportation

TREE PRUNING DETAILS

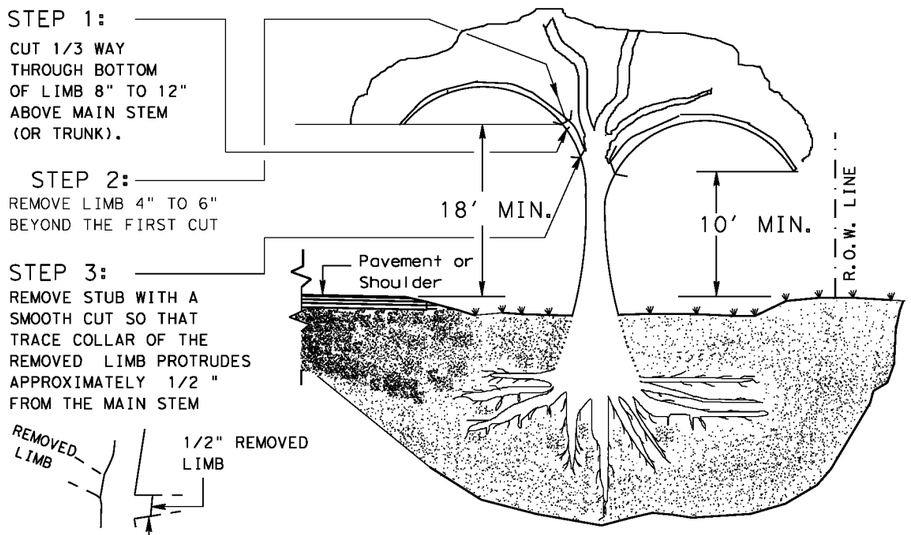
04/17

FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		FILE NO.			SHEET NO.
6						87
STATE	STATE DIST.NO.	COUNTY	CONT.	SECT.	JOB	HIGHWAY NO.
TEXAS	PHR	CAMERON	0921	06	360	S.N.T. III

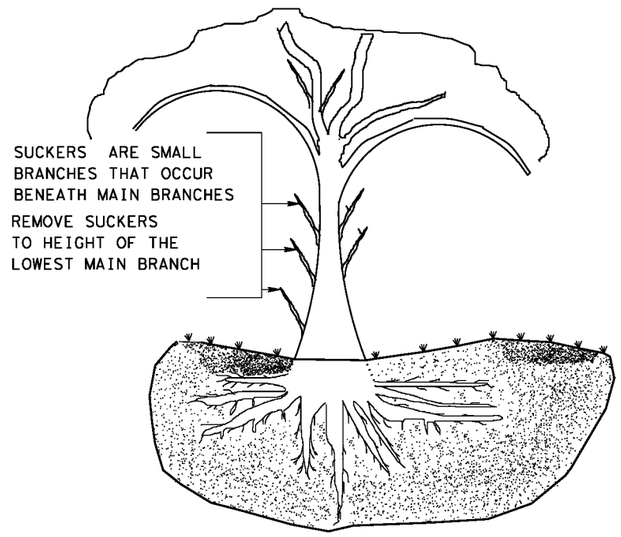
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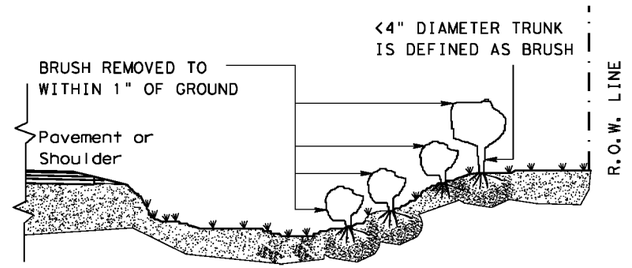
TREE REMOVAL



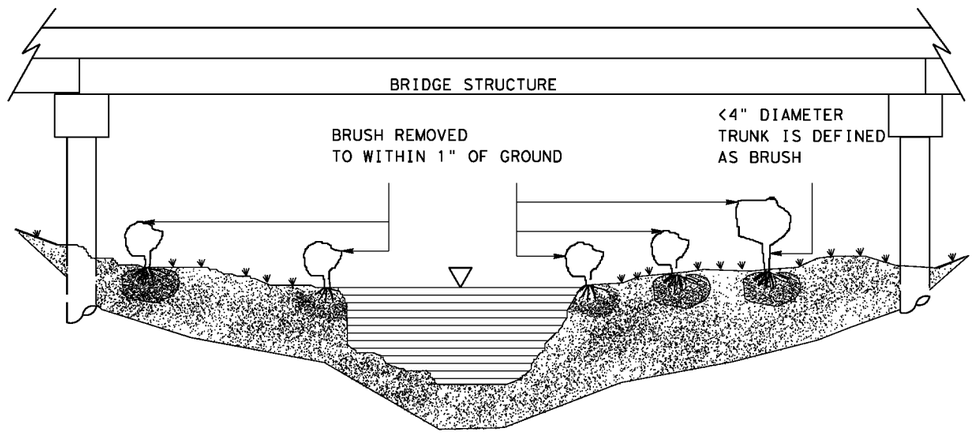
TREE TRIMMING



STEPS 1, 2 AND 3 APPLY WHEN REMOVING LIMBS 2" IN DIAMETER OR LARGER.



BRUSH REMOVAL



BRUSH REMOVAL UNDER BRIDGE AND IN CHANNEL

GENERAL NOTES:

TREE TRIMMING

1. TRIM AND REMOVE ALL TREE LIMBS ON THE PAVEMENT SIDE OF THE TRUNK 18' ABOVE THE PAVEMENT OR BRIDGE DECK ELEVATION, UNLESS OTHERWISE SHOWN ON THE PLANS.

2. TRIM AND REMOVE ALL TREE LIMBS BETWEEN THE TRUNK AND R.O.W. LINE 10' ABOVE NATURAL GROUND, TERRAIN OR OTHER STRUCTURE ELEVATION, UNLESS OTHERWISE SHOWN ON THE PLANS.

TREE REMOVAL

3. FOR TREES MARKED FOR REMOVAL, THE DIAMETER OF TREES ARE DETERMINED BY MEASUREMENT OF THE TRUNK CIRCUMFERENCE 3' ABOVE THE GROUND. TREES WITH TRUNKS OF LESS THAN 4" DIAMETER ARE CONSIDERED TO BE BRUSH. TREES WITH MULTIPLE TRUNKS AT THE POINT OF MEASUREMENT ARE MEASURED AND PAID FOR SEPARATELY.

4. MEASUREMENTS FOR PAYMENT OF TREE DIAMETERS ARE DIVIDED INTO THE RANGES SHOWN IN TABLE 1.

TABLE 1
TREE TRUNK SIZE FOR TREE REMOVAL PAYMENT

PAY ITEM	RANGE FOR PAY ITEMS			
	TRUNK DIAMETER *		TRUNK CIRCUMFERENCE	
	LOWER LIMIT IS GREATER THAN	UPPER LIMIT IS LESS THAN OR EQUAL TO	LOWER LIMIT IS GREATER THAN	UPPER LIMIT IS LESS THAN OR EQUAL TO
752 7005	4	12	12 1/2	37 1/2
752 7006	12	18	37 1/2	56 1/2
752 7007	18	24	56 1/2	75 1/2
752 7008	24	30	75 1/2	94
752 7009	30	36	94	113
752 7010	36	42	113	132
752 7011	42	48	132	151
752 7012	48	60	151	188 1/2
752 7013	60	72	188 1/2	226

*SEE GENERAL NOTE #3.

Texas Department of Transportation — Maintenance Division Standard

TREE AND BRUSH REMOVAL

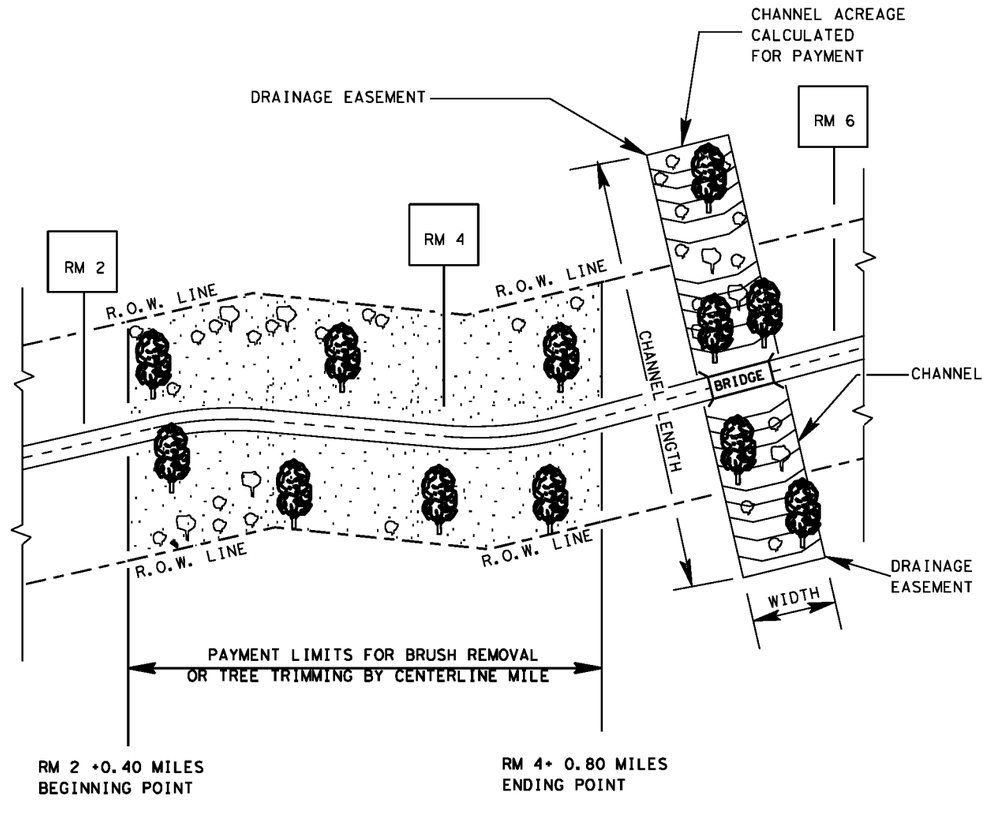
TRB-24 (1)

FILE:	DN: JEO	CK: LJB	DW: HD	CK: MJJ
©TxDOT SEPTEMBER 2024	CONT	SECT	JOB	HIGHWAY
REVISIONS 3/2015	0921	06	360	S.N.T.III
	DIST	COUNTY		SHEET NO.
	PHR	CAMERON		88

100% SUBMITTAL

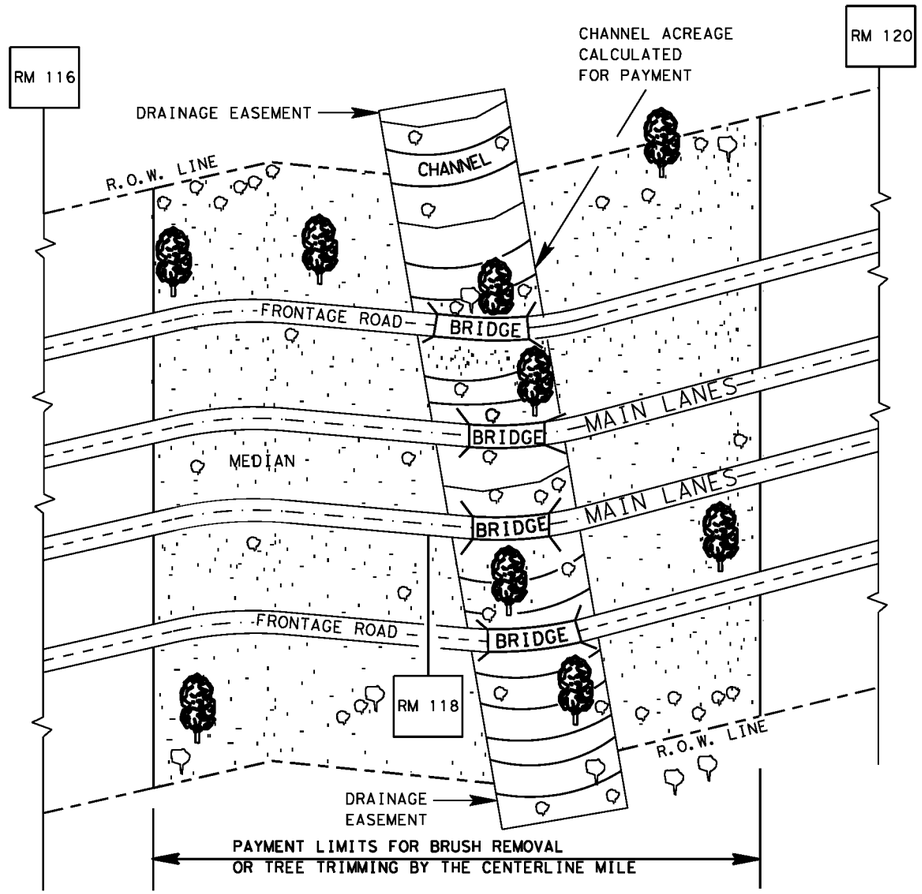
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BRUSH REMOVED TO
WITHIN 1" OF GROUND
<4" DIAMETER TRUNK
IS DEFINED AS BRUSH
UNLESS OTHERWISE DIRECTED

EXAMPLE: UNDIVIDED HIGHWAY



BRUSH REMOVED TO
WITHIN 1" OF GROUND
<4" DIAMETER TRUNK
IS DEFINED AS BRUSH
UNLESS OTHERWISE DIRECTED

EXAMPLE: DIVIDED HIGHWAY WITH FRONTAGE ROADS

GENERAL NOTES:

TREE TRIMMING AND BRUSH REMOVAL

1. PAYMENT BY THE CENTERLINE MILE IS MADE TO THE NEAREST 1/100 (0.01) MILE.
2. LIMITS OF WORK ARE SHOWN AS DISTANCES FROM REFERENCE MARKERS (RM).
3. PAY ITEMS BY THE CENTERLINE MILE INCLUDE ALL TREE TRIMMING OR BRUSH REMOVAL IN THE RIGHT OF WAY ON BOTH SIDES OF THE HIGHWAY. FOR DIVIDED HIGHWAYS, THE MEDIAN IS INCLUDED. FOR HIGHWAYS WITH FRONTAGE ROADS, THE AREAS BETWEEN THE FRONTAGE ROADS AND MAIN LANES, AND THE AREAS OUTSIDE OF THE FRONTAGE ROADS ARE INCLUDED.
4. BRUSH REMOVAL AND TREE TRIMMING UNDER BRIDGES, IN AND ALONG CHANNELS AND EASEMENTS ARE PAID FOR BY THE ACRE FOR AREAS DESIGNATED ON THE PLANS.

Texas Department of Transportation
Maintenance Division
Standard Plans

TREE AND BRUSH REMOVAL

TRB-15(2)

NOT TO SCALE — SHEET 2 OF 2

FILE: TRB-15(2).DGN	DRAWN: JEO / MODIFIED:		CHECKED: DM-LJB	DW: -	CK: -		NEG NO.:		
© TxDOT APRIL 2015		STATE DISTRICT	FEDERAL REGION	FEDERAL AID PROJECT					SHEET
REVISED: 5/13/2004	LJB	PHR							89
REVISED: 9/24/2004	LJB	COUNTY			CONTROL	SECTION	JOB	HIGHWAY	
REVISED: APRIL 2015	JEO	CAMERON			0921	06	360	S.N.T. III	

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FILE:

SIGN SUPPORT DESCRIPTIVE CODES

(Descriptive Codes correspond to project estimate and quantities sheets)

SM RD SGN ASSM TY XXXXX(X)XX(X-XXXX)

Post Type

FRP = Fiberglass Reinforced Plastic Pipe (see SMD(FRP))
TWT = Thin-Walled Tubing (see SMD(TWT))
10BWG = 10 BWG Tubing (see SMD(SLIP-1) to (SLIP-3))
S80 = Schedule 80 Pipe (see SMD(SLIP-1) to (SLIP-3))

Number of Posts (1 or 2)

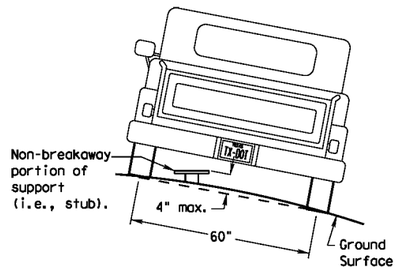
Anchor Type

UA = Universal Anchor - Concreted (see SMD(FRP) and (TWT))
UB = Universal Anchor - Bolted down (see SMD(FRP) and (TWT))
WS = Wedge Anchor Steel - (see SMD(TWT))
WP = Wedge Anchor Plastic (see SMD(TWT))
SA = Slipbase - Concreted (see SMD(SLIP-1) to (SLIP-3))
SB = Slipbase - Bolted Down (see SMD(SLIP-1) to (SLIP-3))

Sign Mounting Designation

P = Prefab. "Plain" (see SMD(SLIP-1) to (SLIP-3), (TWT), (FRP))
T = Prefab. "T" (see SMD(SLIP-1) to (SLIP-3), (TWT))
U = Prefab. "U" (see SMD(SLIP-1) to (SLIP-3))
IF REQUIRED
1EXT or 2EXT = Number of Extensions (see SMD(SLIP-1) to (SLIP-3), (TWT))
BM = Extruded Wind Beam (see SMD(SLIP-1) to (SLIP-3))
WC = 1.12 #/ft Wing Channel (see SMD(SLIP-1) to (SLIP-3))
EXAL = Extruded Aluminum Sign Panels (see SMD(SLIP-1))

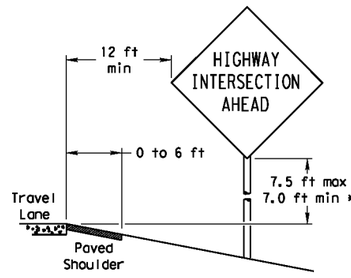
REQUIRED CLEARANCE FOR BREAKAWAY SUPPORT



To avoid vehicle undercarriage snagging, any substantial remains of a breakaway support, when it is broken away, should not project more than 4 inches above a 60-inch chord (i.e., typical space between wheel paths).

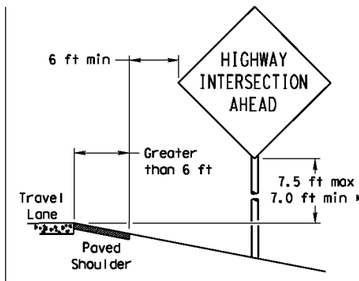
SIGN LOCATION

PAVED SHOULDERS



LESS THAN 6 FT. WIDE

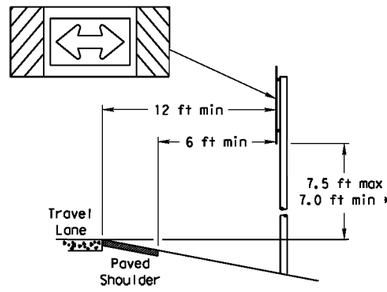
When the shoulder is 6 ft. or less in width, the sign must be placed at least 12 ft. from the edge of the travel lane.



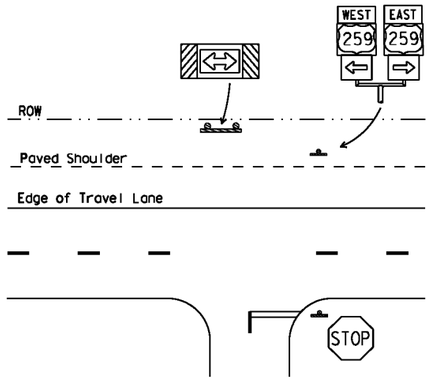
GREATER THAN 6 FT. WIDE

When the shoulder is greater than 6 ft in width, the sign must be placed at least 6 ft. from the edge of the shoulder.

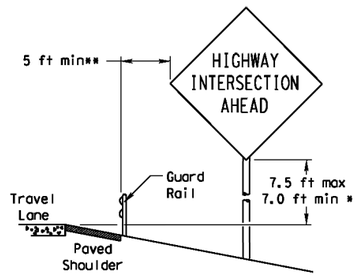
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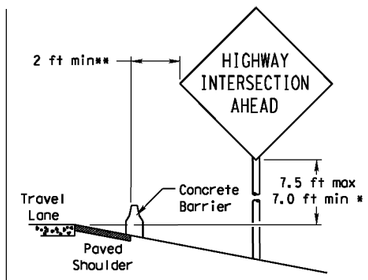
When this sign is needed at the end of a two-lane, two way roadway, the right edge of the sign should be in line with the centerline of the roadway. Place as close to ROW as practical.



BEHIND BARRIER



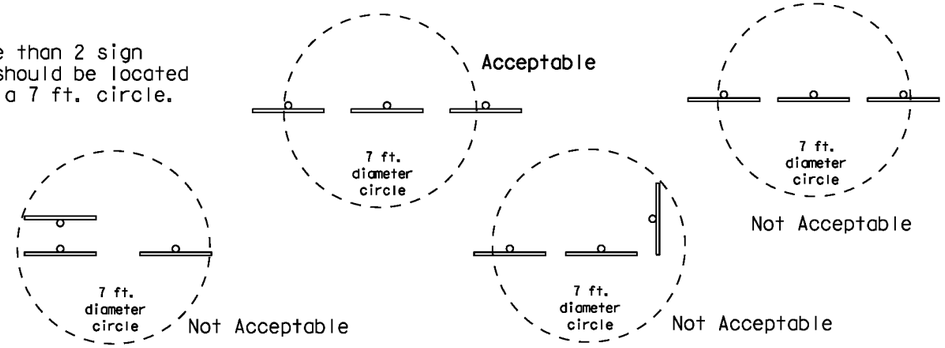
BEHIND GUARDRAIL



BEHIND CONCRETE BARRIER

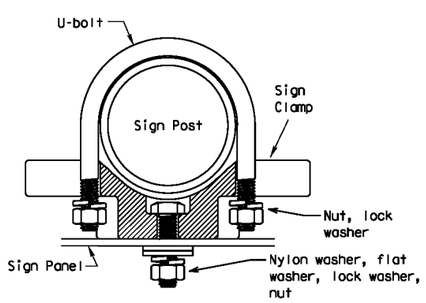
**Sign clearance based on distance required for proper guard rail or concrete barrier performance.

No more than 2 sign posts should be located within a 7 ft. circle.



TYPICAL SIGN ATTACHMENT DETAIL

Single Signs

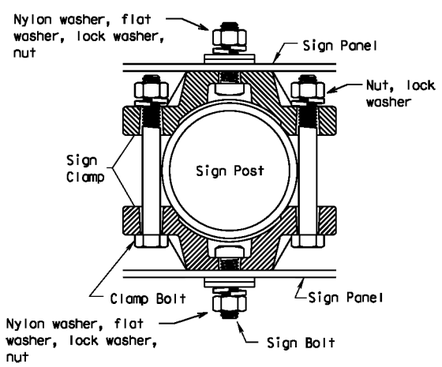


Bolts used to mount sign panels to the clamp are 5/16-18 UNC galvanized square head with nut, nylon washer, flat washer and lock washer. The bolt length is 1 inch for aluminum.

When two sign clamps are used to mount signs back-to-back, use a 5/16-18 UNC galvanized hex head per ASTM A307 with nut and helical-spring lock washer. The approximate bolt lengths for various post sizes and sign clamp types are given in the table at right. The bolt length may need to be adjusted depending upon field conditions.

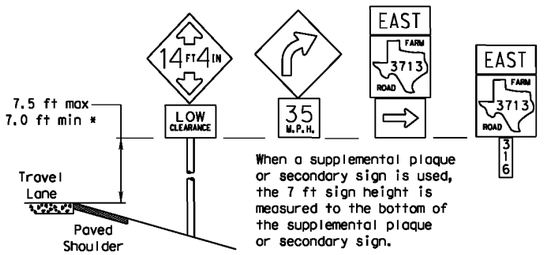
Sign clamps may be either the specific size clamp or the universal clamp.

Back-to-Back Signs



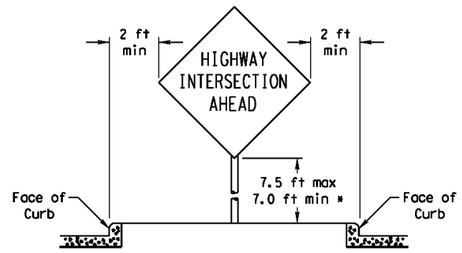
Pipe Diameter	Approximate Bolt Length	
	Specific Clamp	Universal Clamp
2" nominal	3"	3 or 3 1/2"
2 1/2" nominal	3 or 3 1/2"	3 1/2 or 4"
3" nominal	3 1/2 or 4"	4 1/2"

SIGNS WITH PLAQUES



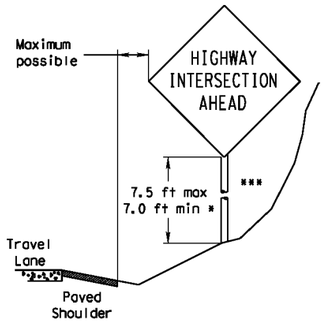
When a supplemental plaque or secondary sign is used, the 7 ft sign height is measured to the bottom of the supplemental plaque or secondary sign.

CURB & GUTTER OR RAISED ISLAND



RESTRICTED RIGHT-OF-WAY

(When 6 ft min. is not possible.)



Right-of-way restrictions may be created by rocks, water, vegetation, forest, buildings, o narrow island, or other factors.

In situations where a lateral restriction prevents the minimum horizontal clearance from the edge of the travel lane, signs should be placed as far from the travel lane as practical.

*** Post may be shorter if protected by guardrail or if Engineer determines the post could not be hit due to extreme slope.

* Signs shall be mounted using the following condition that results in the greatest sign elevation:

(1) a minimum of 7 to a maximum of 7.5 feet above the edge of the travel lane or

(2) a minimum of 7 to a maximum of 7.5 feet above the grade at the base of the support when sign is installed on the backslope.

The maximum values may be increased when directed by the Engineer.

See the Traffic Operations Division website for detailed drawings of sign clamps, Triangular Slipbase System components and Wedge Anchor System components.

The website address is:
http://www.txdot.gov/publications/traffic.htm

Texas Department of Transportation
Traffic Operations Division

SIGN MOUNTING DETAILS SMALL ROADSIDE SIGNS GENERAL NOTES & DETAILS

SMD(GEN)-08

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DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
CONT	SECT	JOB	HIGHWAY
0921	06	360	S.N.T. III
DIST	COUNTY		SHEET NO.
PHR	CAMERON		90

9-08 REVISIONS

26A

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DATE: 1/14/2026 4:50:39 AM
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STATE OF TEXAS
ABEL MARROQUIN III
134752
REGISTERED PROFESSIONAL ENGINEER
P.E.
03-04-26

BROWNSVILLE
On the Border. By the Sea.

RRP CONSULTING ENGINEERS LLC
1400, BROADFIELD BLVD.
HOUSTON, TEXAS-77084
TEXAS BOARD OF PROFESSIONAL ENGINEERS NO: 4440

Texas Department of Transportation

SOUTHMOST NATURE TRAIL PHASE III

ILLUMINATION PROJECT LAYOUT

SCALE: N.T.S SHEET 1 OF 1

CONT	SECT	JOB	HIGHWAY
0921	06	360	S.N.T.III
DIST	COUNTY		SHEET NO.
PHR	CAMERON		91

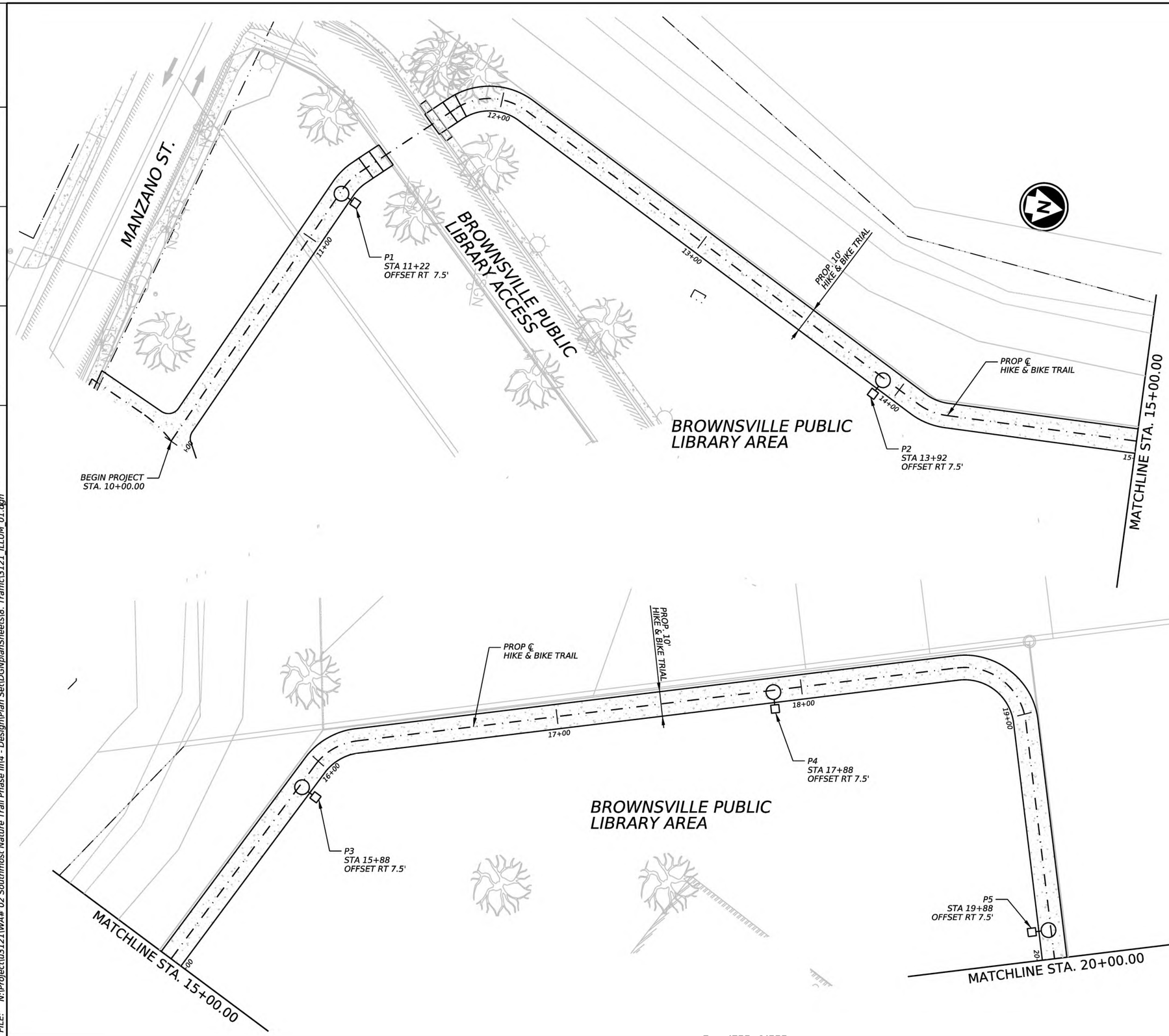
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FOR REVIEW

SUBMITTAL BY: DATE:	REVIEWED BY: DATE:	AGREED BY: DATE:	CORRECTED BY: DATE:	BACK CHECKED BY: DATE:

DATE: 2/12/2026 9:02:14 PM
FILE: N:\Project\u3121WA# 02 Southmost Nature Trail Phase III\4 - Design\Plan Set\DGN\planSheets\8. Traffic\3121_ILLUM_01.dgn



LEGEND

- IN RD IL (TY SA 30T-4) (150 W EQ) (LED)
- ELECTRICAL SERVICE POLE
- JUNCTION BOX, ABOVE GRADE
- GROUND BOX, BELOW GRADE
- PROP CONDUIT (PVC)(SCHD 40)
- PROP CONDUIT BORE (PVC) (SCHD 80)
- PROP 24" BORE
- EXISTING POWER POLE

NOTES:
1. POLE LOCATION MAY BE ADJUSTED 3' TO 5' IN ORDER TO AVOID THE EXISTING AND PROPOSED UTILITIES AND DRAINAGE STRUCTURES.

2. ALL INDICATED LENGTHS IN CONDUIT AND CONDUCTOR RUNS SCHEDULE ARE HORIZONTAL ONLY. ALLOW FOR SPLICING AND VERTICAL REQUIREMENTS.

3. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ANY UNDERGROUND UTILITIES BEFORE DRILLING FOR LUMINAIRE POLE FOUNDATIONS AND SERVICE POLES.

4. CONDUIT BORE (PVC) (SCH 80) TO BE INSTALLED IF ROAD IS EXISTING.

STATE OF TEXAS
ABEL MARROQUIN III
134752
REGISTERED PROFESSIONAL ENGINEER
P.E.
03-04-26

BROWNSVILLE
On the Border, By the Sea.

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1400, BROADFIELD BLVD.
HOUSTON, TEXAS-77084
TEXAS BOARD OF PROFESSIONAL ENGINEERS NO: 4440

Texas Department of Transportation

SOUTHMOST NATURE TRAIL PHASE III

ILLUMINATION LAYOUTS

FROM STA. 10+00.00
TO STA. 20+00.00

SCALE: HORIZ: 1" = 40' SHEET 1 OF 7

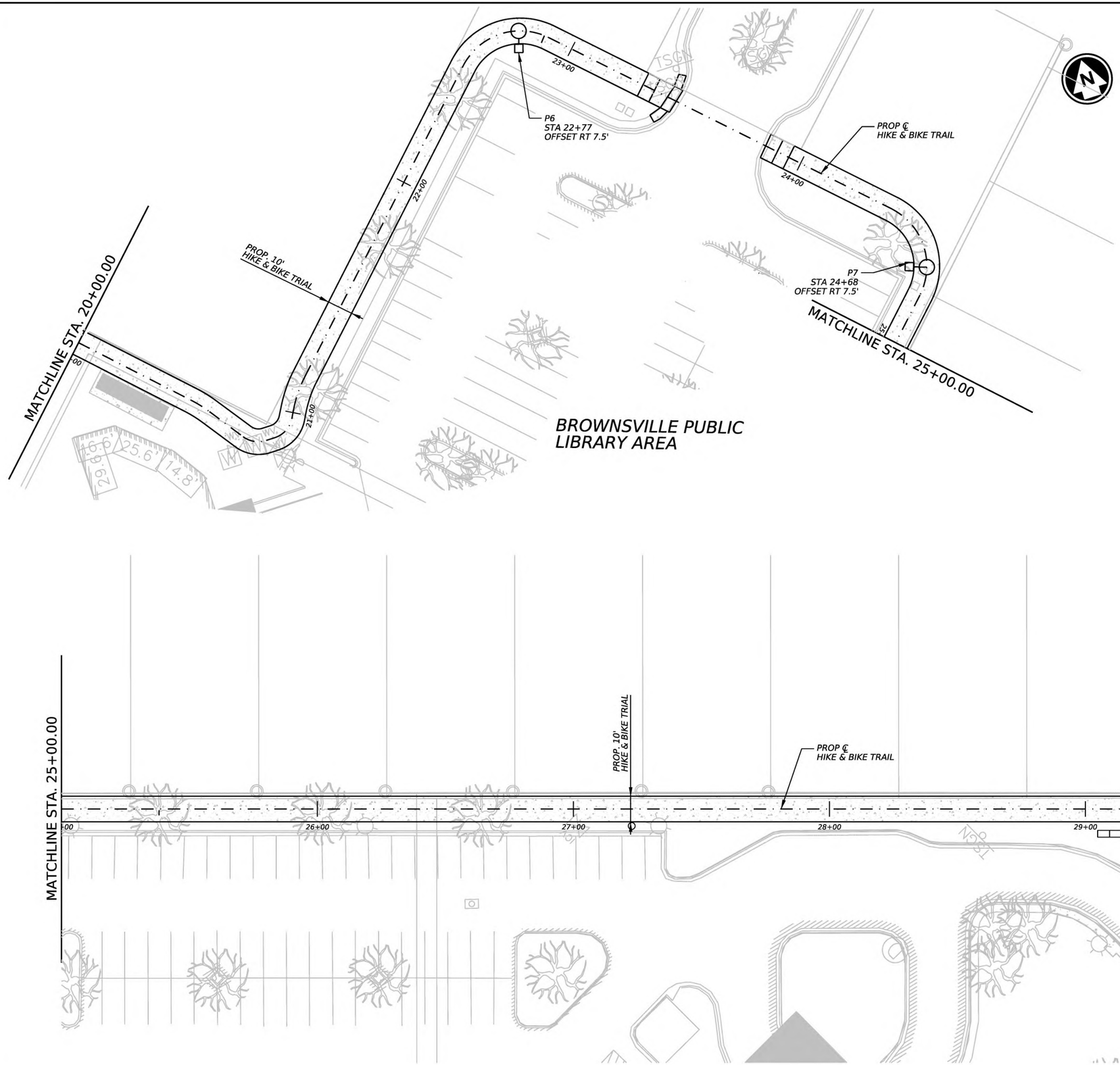
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DIST	COUNTY		SHEET NO.
PHR	CAMERON		92

SUBMITTAL BY:	DATE:	REVIEWED BY:	DATE:	AGREED BY:	DATE:	CORRECTED BY:	DATE:	BACK CHECKED BY:	DATE:

FOR REVIEW

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LEGEND

- IN RD IL (TY SA 30T-4) (150 W EQ) (LED)
- ELECTRICAL SERVICE POLE
- JUNCTION BOX, ABOVE GRADE
- GROUND BOX, BELOW GRADE
- PROP CONDUIT (PVC)(SCHD 40)
- PROP CONDUIT BORE (PVC) (SCHD 80)
- PROP 24" BORE
- EXISTING POWER POLE

NOTES:
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2. ALL INDICATED LENGTHS IN CONDUIT AND CONDUCTOR RUNS SCHEDULE ARE HORIZONTAL ONLY. ALLOW FOR SPLICING AND VERTICAL REQUIREMENTS.

3. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ANY UNDERGROUND UTILITIES BEFORE DRILLING FOR LUMINAIRE POLE FOUNDATIONS AND SERVICE POLES.

4. CONDUIT BORE (PVC) (SCH 80) TO BE INSTALLED IF ROAD IS EXISTING.

STATE OF TEXAS
ABEL MARROQUIN III
134752
REGISTERED PROFESSIONAL ENGINEER
P.E.
03-04-26

BROWNSVILLE
On the Border. By the Sea.

RRP CONSULTING ENGINEERS LLC
1400, BROADFIELD BLVD.
HOUSTON, TEXAS-77084
TEXAS BOARD OF PROFESSIONAL ENGINEERS NO: 4440

Texas Department of Transportation

SOUTHMOST NATURE TRAIL PHASE III

ILLUMINATION LAYOUTS

FROM STA. 20+00.00
TO STA. 30+00.00

SCALE: HORIZ: 1" = 40' SHEET 2 OF 7

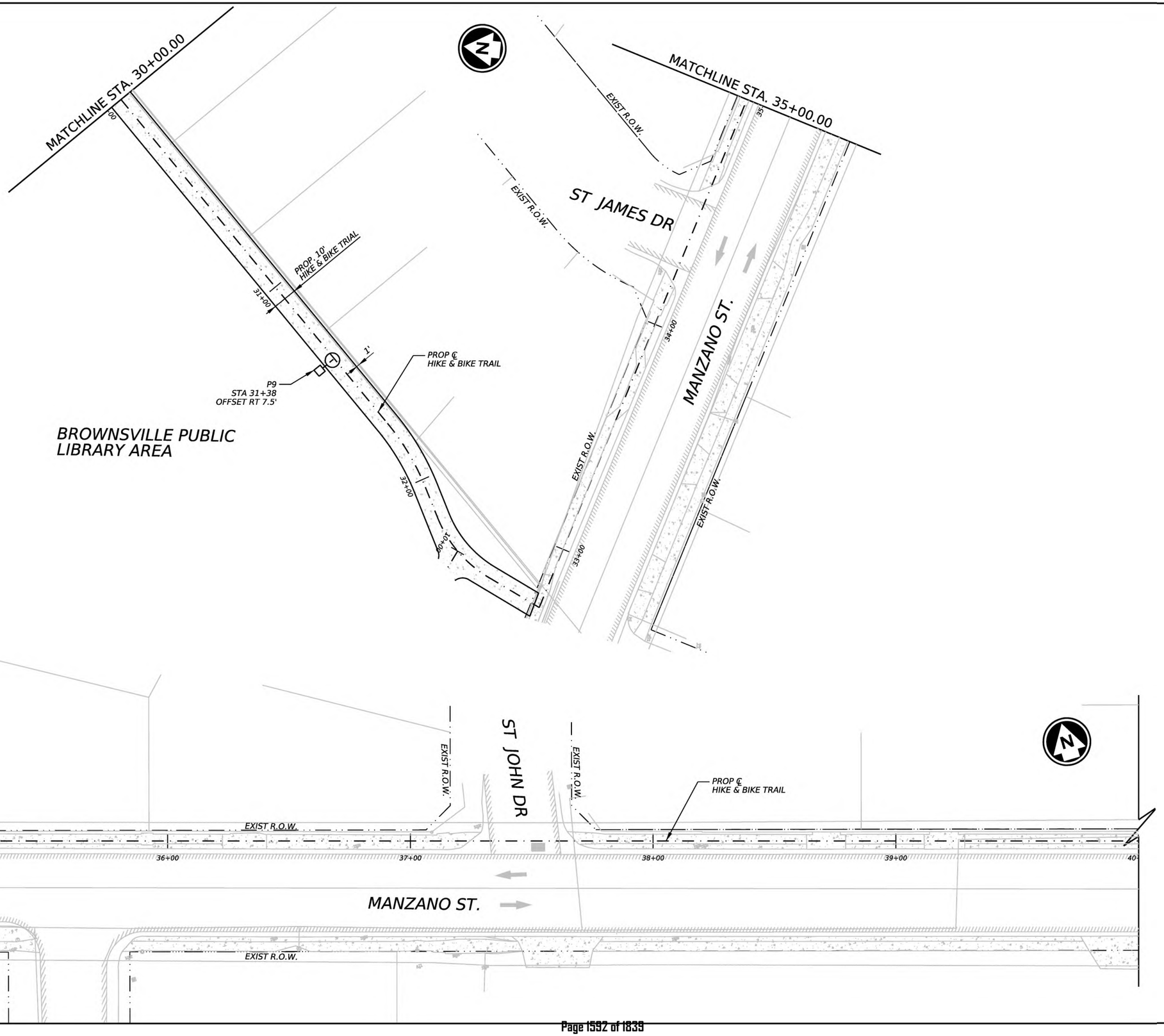
CONT	SECT	JOB	HIGHWAY
0921	06	360	S.N.T.III
DIST	COUNTY		SHEET NO.
PHR	CAMERON		93

SUBMITTAL BY:	REVIEWED BY:	AGREED BY:	CORRECTED BY:	BACK CHECKED BY:
DATE:	DATE:	DATE:	DATE:	DATE:

FOR REVIEW

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DATE: 2/12/2026 9:02:17 PM
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LEGEND

- IN RD IL (TY SA 30T-4) (150 W EQ) (LED)
- ELECTRICAL SERVICE POLE
- JUNCTION BOX, ABOVE GRADE
- GROUND BOX, BELOW GRADE
- PROP CONDUIT (PVC)(SCHD 40)
- PROP CONDUIT BORE (PVC) (SCHD 80)
- PROP 24" BORE
- EXISTING POWER POLE

NOTES:
1. POLE LOCATION MAY BE ADJUSTED 3' TO 5' IN ORDER TO AVOID THE EXISTING AND PROPOSED UTILITIES AND DRAINAGE STRUCTURES.

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RRP CONSULTING ENGINEERS LLC
1405 BROADFIELD BLVD.
HOUSTON, TEXAS-77084
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Texas Department of Transportation

SOUTHMOST NATURE TRAIL PHASE III

ILLUMINATION LAYOUTS

FROM STA. 30+00.00
TO STA. 40+00.00

SCALE: HORIZ: 1" = 40' SHEET 3 OF 7

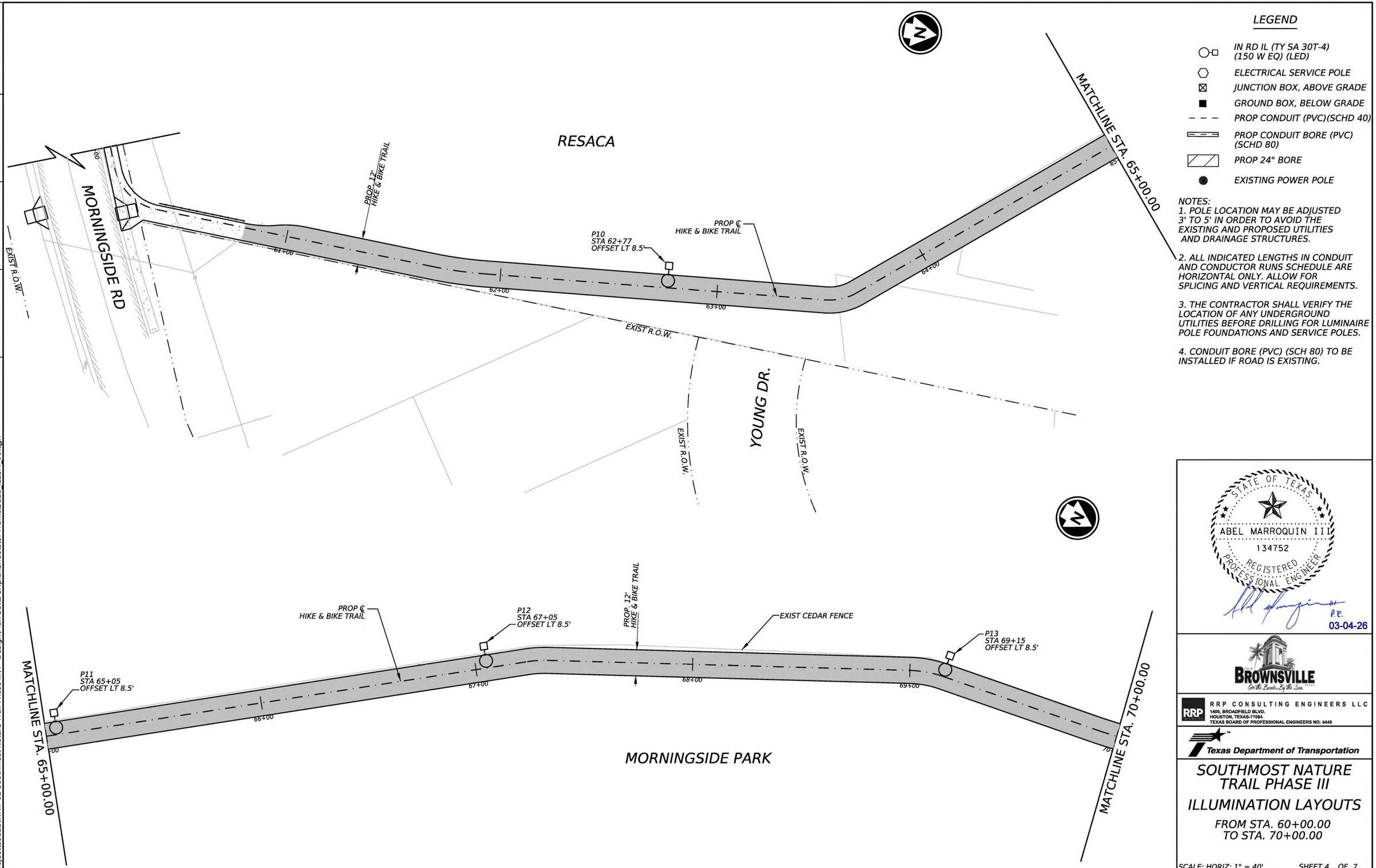
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0921	06	360	S.N.T.III
DIST	COUNTY		SHEET NO.
PHR	CAMERON		94

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DATE: 2/12/2026 9:02:20 PM
FILE: N:\Project\u3121\WA# 02 Southmost Nature Trail Phase III\4 - Design\Plan Set\DGN\plan\Sheets\8. Traffic\3121_ILLUM_06.dgn



LEGEND

- IN RD IL (TY SA 30T-4) (150 W EQ) (LED)
- ELECTRICAL SERVICE POLE
- JUNCTION BOX, ABOVE GRADE
- GROUND BOX, BELOW GRADE
- PROP CONDUIT (PVC)(SCHD 40)
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Texas Department of Transportation

SOUTHMOST NATURE TRAIL PHASE III

ILLUMINATION LAYOUTS

FROM STA. 60+00.00
TO STA. 70+00.00

SCALE: HORIZ: 1" = 40' SHEET 4 OF 7

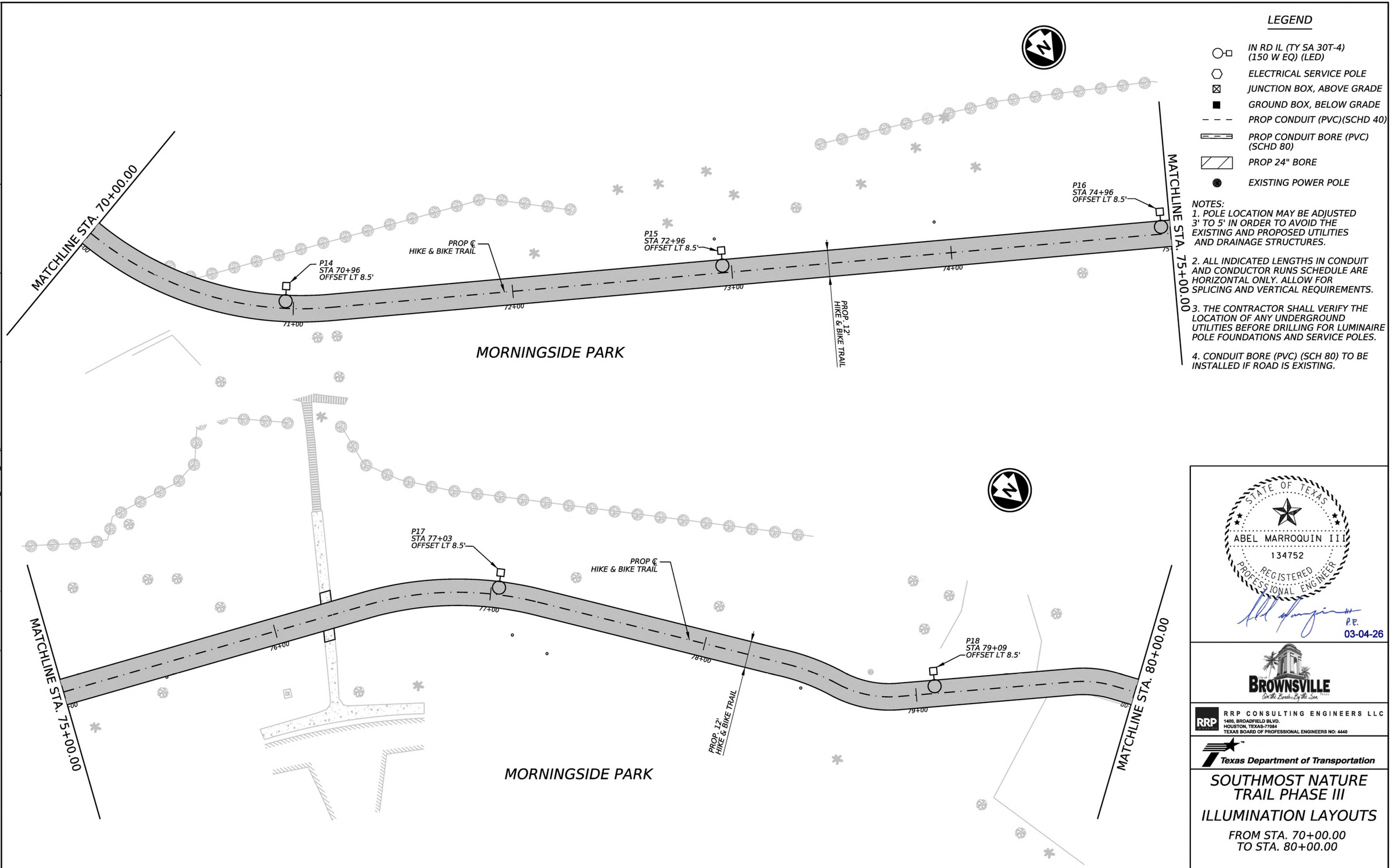
CONT	SECT	JOB	HIGHWAY
0921	06	360	S.N.T.III
DIST	COUNTY		SHEET NO.
PHR	CAMERON		95

100% SUBMITTAL

FOR REVIEW

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LEGEND

- IN RD IL (TY SA 30T-4) (150 W EQ) (LED)
- ELECTRICAL SERVICE POLE
- JUNCTION BOX, ABOVE GRADE
- GROUND BOX, BELOW GRADE
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Texas Department of Transportation

SOUTHMOST NATURE TRAIL PHASE III

ILLUMINATION LAYOUTS

FROM STA. 70+00.00
TO STA. 80+00.00

SCALE: HORIZ: 1" = 40' SHEET 5 OF 7

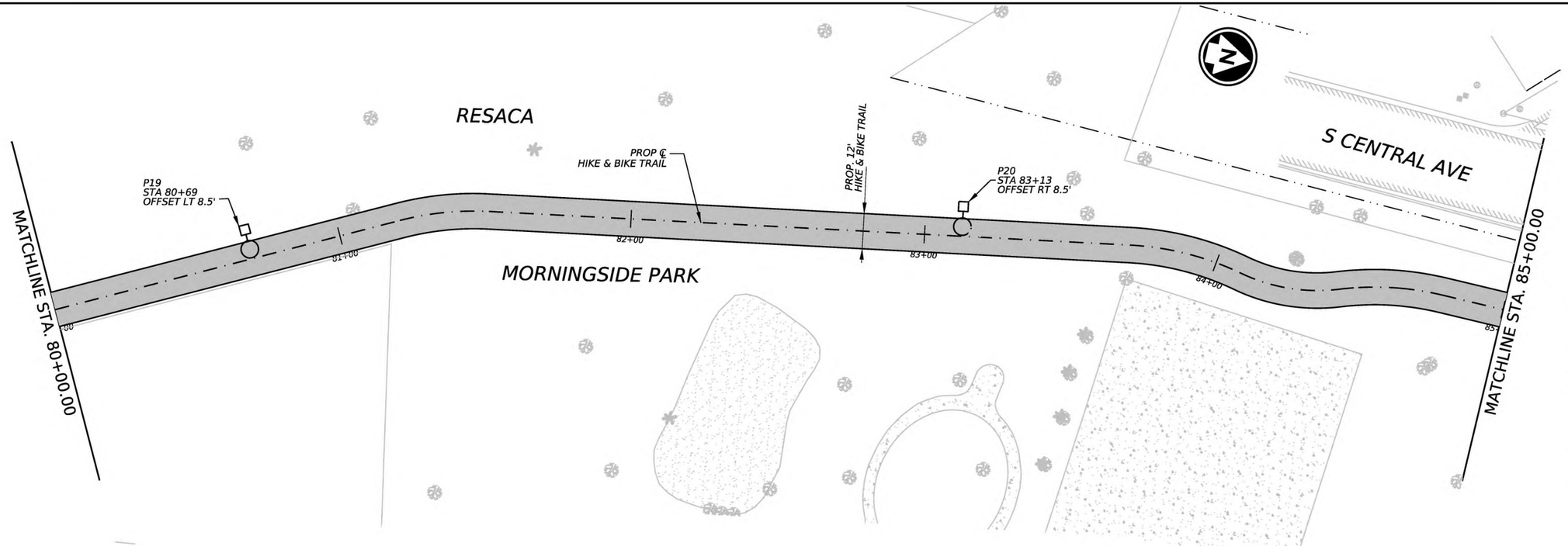
CONT	SECT	JOB	HIGHWAY
0921	06	360	S.N.T.III
DIST	COUNTY		SHEET NO.
PHR	CAMERON		96

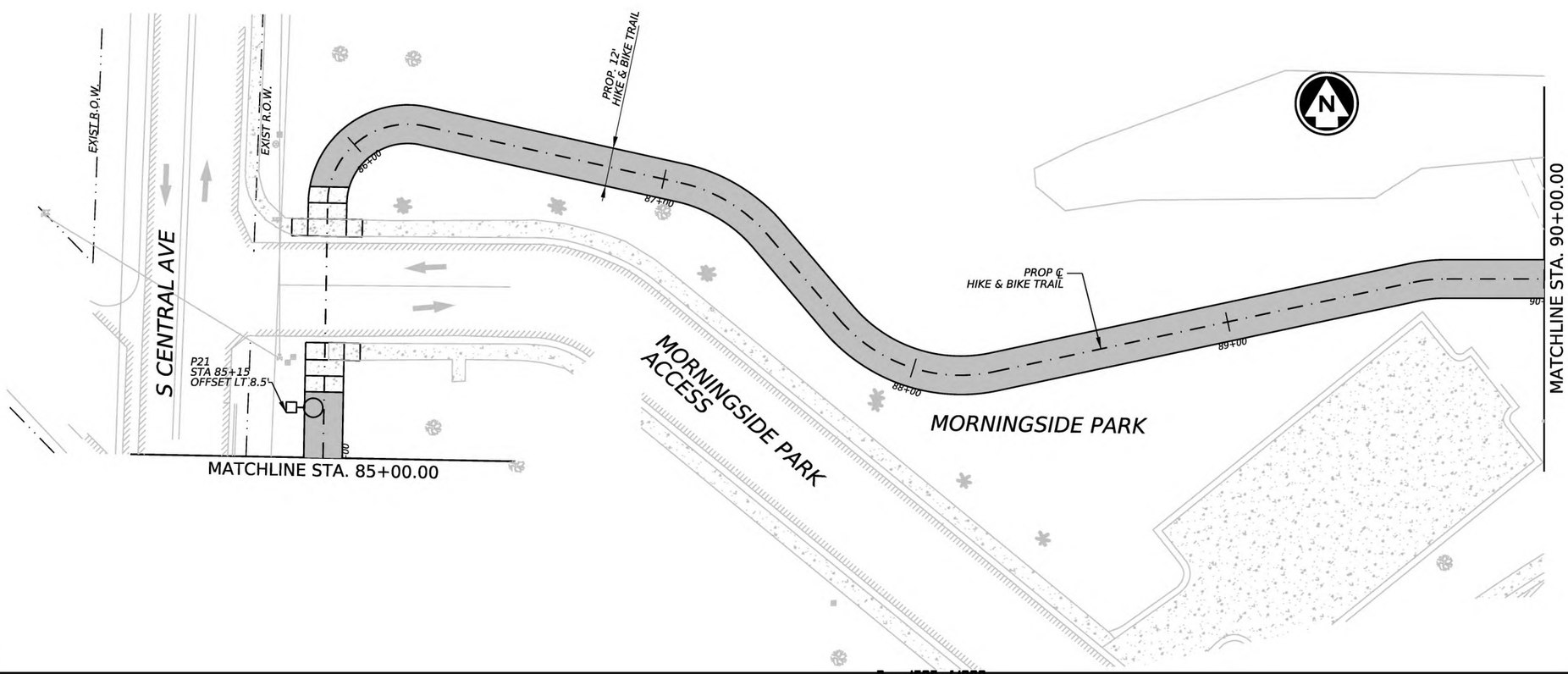
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LEGEND

- IN RD IL (TY SA 30T-4) (150 W EQ) (LED)
- ELECTRICAL SERVICE POLE
- JUNCTION BOX, ABOVE GRADE
- GROUND BOX, BELOW GRADE
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- PROP CONDUIT BORE (PVC) (SCHD 80)
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134752
REGISTERED PROFESSIONAL ENGINEER
P.E.
03-04-26

BROWNSVILLE
On the Border. By the Sea.

RRP CONSULTING ENGINEERS LLC
1400, BROADFIELD BLVD.
HOUSTON, TEXAS-77084
TEXAS BOARD OF PROFESSIONAL ENGINEERS NO: 4440

Texas Department of Transportation

SOUTHMOST NATURE TRAIL PHASE III

ILLUMINATION LAYOUTS

FROM STA. 80+00.00
TO STA. 90+00.00

SCALE: HORIZ: 1" = 40' SHEET 6 OF 7

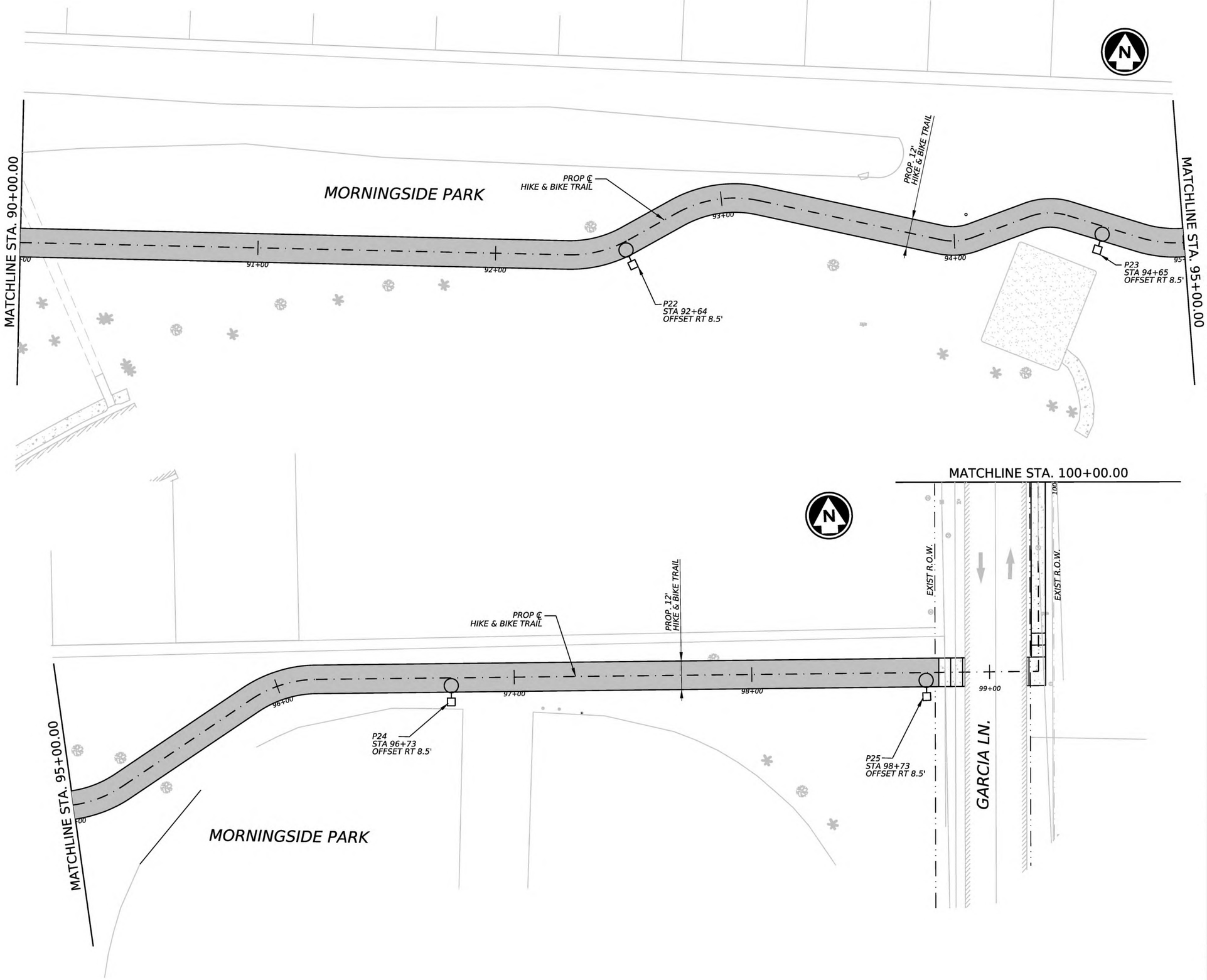
CONT	SECT	JOB	HIGHWAY
0921	06	360	S.N.T.III
DIST	COUNTY		SHEET NO.
PHR	CAMERON		97

SUBMITTAL BY:	REVIEWED BY:	AGREED BY:	CORRECTED BY:	BACK CHECKED BY:
DATE:	DATE:	DATE:	DATE:	DATE:

FOR REVIEW

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DATE: 2/12/2026 9:02:26 PM
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LEGEND

- IN RD IL (TY SA 30T-4) (150 W EQ) (LED)
- ELECTRICAL SERVICE POLE
- JUNCTION BOX, ABOVE GRADE
- GROUND BOX, BELOW GRADE
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SOUTHMOST NATURE TRAIL PHASE III

ILLUMINATION LAYOUTS

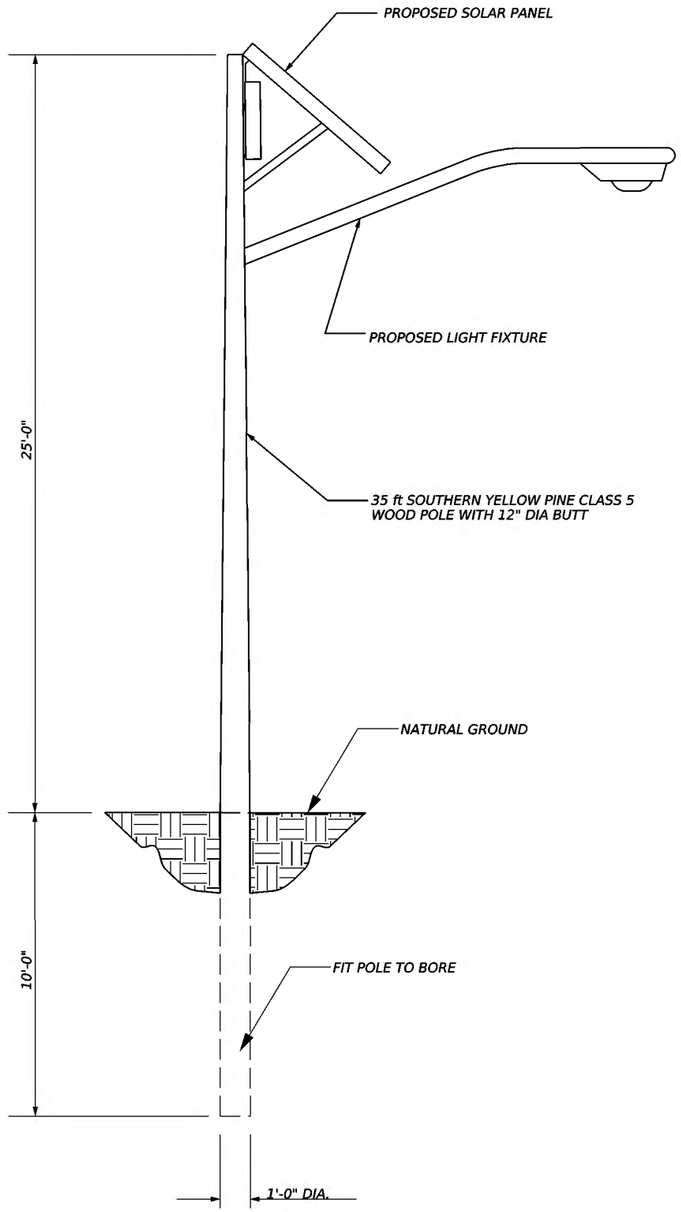
FROM STA. 90+00.00
TO STA. 100+00.00

SCALE: HORIZ: 1" = 40' SHEET 7 OF 7

CONT	SECT	JOB	HIGHWAY
0921	06	360	S.N.T.III
DIST	COUNTY		SHEET NO.
PHR	CAMERON		98

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DATE: 2/12/2026 9:02:27 PM
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CONSTRUCTION NOTES:

1. DETAIL SCHEMATIC IS SHOWN FOR LIGHTING POLE & FIXTURE REFERENCE ONLY.
2. SOLAR LIGHTING CONTACTOR SHALL ASSUME ALL STRUCTURAL RESPONSIBILITY INCLUDING OBTAINING A LICENSED STRUCTURAL ENGINEERS SEAL FOR INSTALLATION OF SOLAR LIGHTS AND ACCESSORIES.
3. DIMENSIONS ARE SHOWN FOR REFERENCE ONLY,REFER T MANUFACTURE'S SPECIFICATION MODEL SIZE FOR EXACT DIMENSIONS.

STATE OF TEXAS
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P.E.
03-04-26

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HOUSTON, TEXAS-77084
TEXAS BOARD OF PROFESSIONAL ENGINEERS NO: 4440

Texas Department of Transportation

SOUTHMOST NATURE TRAIL PHASE III

SOLAR LIGHT POLE DETAIL

SCALE: N.T.S. SHEET 1 OF 1

CONT	SECT	JOB	HIGHWAY
0921	06	360	S.N.T.III
DIST	COUNTY		SHEET NO.
PHR	CAMERON		99

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I. STORMWATER POLLUTION PREVENTION-CLEAN WATER ACT SECTION 402

1. ☐ It is not anticipated that any erosion, sedimentation, or environmental control devices will be needed on this project. The Contractor must still implement appropriate practices to prevent pollution from construction activities from reaching waters of the state. If it becomes necessary to implement control devices, payment for that work must be in accordance with Item 506 Article 4.4, "Change in the Work".

2. ☐ The project will disturb less than 1 acre of soil and has EPICs that require the implementation of erosion, sedimentation, or environmental control devices. The SWP3 summary sheet and associated plan information has been developed and included in the plans. Additional documentation must be maintained during construction in accordance with Department policy.

3. ☒ The project will disturb 1 acres or more of soil therefore requires the implementation of erosion, sedimentation, or environmental control devices. The SWP3 summary sheet and associated plan information has been developed and included in the plans. Additional documentation must be maintained during construction in accordance with Department policy and Texas Commission on Environmental Quality Construction General Permit (TXR150000) requirements.

II. WORK IN OR NEAR STREAMS, WATERBODIES AND WETLANDS CLEAN WATER ACT SECTIONS 401 AND 404

1. ☒ No Permit Required

2. ☐ USACE Permit required for filling, dredging, excavating or other work in any water bodies, rivers, creeks, streams, wetlands or wet areas. The Contractor must adhere to all of the terms and conditions associated with the following permit(s):

   ☐ Nationwide Permit 14 - PCN not Required (less than 1/10th acre waters or wetlands affected)

   ☐ Nationwide Permit 14 - PCN Required (1/10 to <1/2 acre, 1/3 in tidal waters)

   ☐ Other Nationwide Permit Required: NWP#

   ☐ Individual Standard Permit Required

The SWP3 describes the BMPs planned to control erosion, sedimentation and post-project TSS.

The following lists the impacted water, its stationing, planned disturbed acreage, and additional notes:

1.
2.
3.
4.
5.
6.
7.
8.
9.

III. CULTURAL RESOURCES

Refer to TxDOT Standard Specifications in the event historical issues or archeological artifacts are found during construction. Upon discovery of archeological artifacts (bones, burnt rock, flint, pottery, etc.) cease work in the immediate area and contact the Engineer immediately.

☐ Additional Required Actions:

1.
2.
3.
4.

IV. VEGETATION RESOURCES

The Contractor must preserve native vegetation to the extent practical. Follow vegetative buffers defined in the SWP3 for work adjacent to water bodies. Contractor must adhere to Construction Specification Requirements Specs 162, 164, 192, 193, 506, 730, 751, 752 in order to comply with requirements for invasive species, beneficial landscaping, and tree/brush removal commitments.

☒ Additional Required Actions:

1. Refer to supplemental sheet for TPWD Vegetation BMPs to be implemented during construction.
2.
3.

V. PROTECTED SPECIES AND MIGRATORY BIRDS

The work must not remove active nests from bridges and other structures during nesting season of the birds associated with the nests. If caves or sinkholes are discovered, cease work in the immediate area, and contact the Engineer immediately. Do not disturb or handle bats found under bridges and other structures. Do not harm or kill wildlife that enters the project area, including rattlesnakes. Implement measures to avoid infesting water bodies with zebra mussels, including inspecting equipment prior to placing in water and clean, drain, dry practices.

If any listed species are observed, cease work in the immediate area, do not disturb the species or habitat, and contact the Engineer immediately.

☒ Additional Required Actions:

1. Refer to supplemental sheet for TPWD BMPs to be implemented during construction for Birds, Insect Pollinators, Small Mammals, Bat, Aquatic Aphibians and Reptiles, and Terrestrial Amphibians and Reptiles.
2.
3.
4.

SHEET 1 OF 2

LIST OF ABBREVIATIONS

BMP: Best Management Practice
CGP: Construction General Permit
DSHS: Texas Department of State Health Services
FHWA: Federal Highway Administration
MBTA: Migratory Bird Treaty Act
MOA: Memorandum of Agreement
MOU: Memorandum of Understanding
MS4: Municipal Separate Stormwater Sewer System
NOI: Notice of Intent
NOT: Notice of Termination
NWP: Nationwide Permit
OHWM: Ordinary High Water Mark
OSHA: Occupational Safety and Health Administration
PCN: Pre-Construction Notification
PSL: Project Specific Location
SDS: Safety Data Sheet
SPCC: Spill Prevention Control and Countermeasure
SW3P: Stormwater Pollution Prevention Plan
TCEQ: Texas Commission on Environmental Quality
TPDES: Texas Pollutant Discharge Elimination System
TPWD: Texas Parks and Wildlife Department
TxDOT: Texas Department of Transportation
TSS: Total Suspended Solids
USACE: U.S. Army Corps of Engineers
USFWS: U.S. Fish and Wildlife Service

Texas Department of Transportation — Design Division Standard

ENVIRONMENTAL PERMITS, ISSUES AND COMMITMENTS

EPIC

FILE: epic.dgn	DN:	CK: KM	DW: CES	CK:
©TxDOT: October 2025	CONT	SECT	JOB	HIGHWAY
REVISIONS	0921	06	360	S.N.T.III
	DIST	COUNTY		SHEET NO.
		Cameron		100

DATE:
FILE:

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VI. HAZARDOUS MATERIALS OR CONTAMINATION ISSUES

For all projects the Contractor will comply with the OSHA Hazard Communication Standard (29 CFR 1910.1200) for personnel who will be working with hazardous materials by conducting safety meetings prior to beginning construction and making workers aware of potential hazards in the workplace. Ensure that all workers are provided with personal protective equipment appropriate for any hazardous materials used.

Obtain and keep on-site Safety Data Sheets (SDS) for all hazardous products used on the project, which may include, but are not limited to the following categories: paints, acids, solvents, asphalt products, chemical additives, fuels and concrete curing compounds or additives. Provide protected storage, off bareground and covered, for products which may be hazardous. Maintain product labelling as required by the Act. Pollutant housekeeping is also required in accordance with items listed in Section I of this EPIC sheet.

Maintain an adequate supply of on-site spill response materials, as indicated in the SDS. In the event of a spill, take actions to mitigate the spill as indicated in the MSDS, in accordance with safe work practices, and contact the District Spill Coordinator immediately. The Contractor shall be responsible for the proper containment and cleanup of all product spills.

Responsibility for Hazardous Materials: Except in cases where the generation of hazardous materials are introduced by the Contractor on any work done by the Contractor on State-owned or controlled sites, the Contractor is not the generator of hazardous materials indentified in the ROW as shown in the plans or as discovered during construction.

Contact the Engineer if any of the following are detected:

* Dead or distressed vegetation (not identified as normal)
* Trash piles, drums, canister, barrels, etc.
* Undesirable smells or odors
* Evidence of leaching or seepage of substances

The following list identifies non-asbestos/lead contamination or waste issues (location, contamination/waste type, if a soil and groundwater management plan applies, and any additional notes)

1. None observed
2.
3.

Demolition Activities - Does the project involve the demolition of any bridge class structure (not including buried culverts) for the purpose of replacement or permanent removal?

1. ☒ No - no further action required for demolition activities
2. ☐ Yes - the Contractor must provide the dates for demolition to the Engineer at least 30 days in advance, to allow the Department sufficient time to prepare and submit the pre-demolition notification to the DSHS at least 10 working days prior to the scheduled demolition.

Asbestos Concerns:

1. ☒ The project does not involve any bridge rehabilitation or replacements. No further action required for bridge asbestos concerns.
2. ☐ The project involves bridge rehabilitation or replacements. The asbestos inspection results are negative. No abatement action is required.
3. ☐ The project involves bridge rehabilitation or replacements. The asbestos inspection results are positive and asbestos abatement is required.
   The asbestos is located at the following (structure ID and station):

   Location 1.

   Location 2.

   Location 3.

   For positive asbestos results, the following action will apply:

   ☐ The Department has retained a DSHS licensed asbestos abatement contractor under a separate contract to perform the abatement, provide DSHS abatement notification, and perform asbestos management activities. This work must occur prior to the Contractor commencing any work that might disturb asbestos.

   ☐ The Department has included the work to perform the abatement, provide DSHS abatement notification, and perform asbestos management activities in this contract under Item 6.10 and related Special Provision and Special Specification. The Contractor must perform abatement work prior to commencing any work that might disturb asbestos.

Lead Paint Concerns - The project involves demolition or repair work that could require cutting, torch cutting, welding, or abrasive blasting of painted steel.

1. ☒ No - no further action required for lead paint concerns
2. ☐ Yes - the lead paint inspection results are negative. No action required for lead paint concerns.
3. ☐ Yes - the lead paint inspection results are positive. Lead is at the following locations and concentrations:

   Location (location/structure ID) Concentration (ppm)

   Location 1.

   Location 2.

   Location 3.

For positive lead results, the following action will apply:

☐ The work is under Item 446 (Field Cleaning & Painting Steel), management of hazardous materials is addressed in the specification and additional mitigation is not required.

☐ The lead concentration of the coating is known to be less than 90 ppm (Consumer Product Safety Commission threshold for paint to be designated as lead-containing), additional mitigation is not required.

☐ Mitigation for lead hazards is required in accordance with OSHA. The Contractor must provide mitigation as part of this contract. Mitigation may include stripping back of paint from steel at cut points or other areas where paint will be disturbed. The Contractor may select other OSHA-compliant controls or work practices instead of paint stripping to mitigate lead hazards. Manage painted steel in accordance with Standard Specification Item 6.10, Painted Steel Requirements.

☐ Mitigation for lead hazards is required in accordance with OSHA. The Department will provide lead paint removal. The Contractor must notify the Engineer of locations where paint-disturbing activities will occur at least 90 days prior to the work, to allow sufficient time for the Department to remove the paint. Manage painted steel in accordance with Standard Specification Item 6.10, Painted Steel Requirements.

VII. OTHER ENVIRONMENTAL ISSUES

(includes program areas such as Air, Noise, Edwards Aquifer Protection Program, etc.)

☒ Additional Required Actions:

1. Refer to supplemental sheet for TPWD General Design and Construction BMPs to be implemented during construction.
2.
3.

LIST OF ABBREVIATIONS

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CGP: Construction General Permit
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FHWA: Federal Highway Administration
MBTA: Migratory Bird Treaty Act
MOA: Memorandum of Agreement
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Texas Department of Transportation — Design Division Standard

ENVIRONMENTAL PERMITS, ISSUES AND COMMITMENTS

EPIC

FILE: epic.dgn	DN:		CK: KM	DW: CES	CK:
© TxDOT: October 2025	CONT	SECT	JOB	HIGHWAY	
REVISIONS	0921	06	360	S.N.T.III	
	DIST	COUNTY		SHEET NO.	
		Cameron		101	

DATE:
FILE:

STORMWATER POLLUTION PREVENTION PLAN (SWP3):

This SWP3 has been developed in accordance with the TPDES Construction General Permit TXR150000 (CGP). The Texas Department of Transportation (TxDOT) ensures that project specifications include adequate best management practices (BMPs) for this project.

For all projects with soil disturbing activity and for projects that have Environmental, Permits, Issues, and Commitments (EPICs) dependent on stormwater controls and water quality measures TxDOT will maintain a SWP3 with all pertinent records, correspondence, environmental documents, etc. at the project field office, Area Office, or electronically.

This SWP3 is consistent with requirements specified in applicable stormwater plans and the projects environmental permits, issues, and commitments (EPICs). A copy of the CGP is included in Attachment 2.12 of the SWP3 binder.

1.0 SITE/PROJECT DESCRIPTION

1.1 PROJECT CONTROL SECTION JOB (CSJ):
0921-06-360

1.2 PROJECT LIMITS:
From: Brownsville Public Library

To: Morningside Rd.

1.3 PROJECT COORDINATES:
BEGIN: (Lat) 25°53'38.03"N ,(Long) 97°27'7.75"W

END: (Lat) 25°54'11.68"N ,(Long) 97°26'39.57"W

1.4 TOTAL PROJECT AREA (Acres): 1.9

1.5 TOTAL AREA TO BE DISTURBED (Acres): 2.3

1.6 NATURE OF CONSTRUCTION ACTIVITY:
Construction consisting of grading, concrete & asphalt pavement, signing, delineation, pavement markings, illumination, and curb ramps.

1.7 MAJOR SOIL TYPES:

Soil Type	Description
HA	Harlingen Clay
LAA	Laredo Silty Clay Loam

1.8 PROJECT SPECIFIC LOCATIONS (PSLs):
PSLs must be depicted on the Environmental Layout Sheets in Attachment 1.2 of this SWP3. PSLs may be identified during preconstruction meetings or during the construction process. Please choose from the options below:

☐ PSLs determined during preconstruction meeting
☐ PSLs determined during construction
☐ No PSLs planned for construction

Type	Sheet #s
N/A	

All off-ROW PSLs required by the Contractor are the Contractor's responsibility. The Contractor shall secure all permits required by local, state, federal laws for off-ROW PSLs. The contractor shall provide diagrams, areas of disturbance, acreage, and BMPs for all off-ROW PSLs within one mile of the project.

1.9 CONSTRUCTION ACTIVITIES:
(Use the following list as a starting point when developing the Construction Activity Schedule and Ceasing Record in Attachment 2.5.)

☒ Mobilization
☒ Install sediment and erosion controls
☒ Blade existing topsoil into windrows, prep ROW, clear and grub
☐ Remove existing pavement
☒ Grading operations, excavation, and embankment
☒ Excavate and prepare subgrade for proposed pavement widening
☐ Remove existing culverts, safety end treatments (SETs)
☐ Remove existing metal beam guard fence (MBGF), bridge rail
☒ Install proposed pavement per plans
☐ Install culverts, culvert extensions, SETs
☐ Install mow strip, MBGF, bridge rail
☐ Place flex base
☐ Rework slopes, grade ditches
☐ Blade windrowed material back across slopes
☒ Revegetation of unpaved areas
☒ Achieve site stabilization and remove sediment and erosion control measures
☐ Other: _____
☐ Other: _____
☐ Other: _____

1.10 POTENTIAL POLLUTANTS AND SOURCES:

☒ Sediment laden stormwater from stormwater conveyance over disturbed area
☒ Fuels, oils, and lubricants from construction vehicles, equipment, and storage
☐ Solvents, paints, adhesives, etc. from various construction activities
☒ Transported soils from offsite vehicle tracking
☒ Construction debris and waste from various construction activities
☐ Contaminated water from excavation or dewatering pump-out water
☐ Sanitary waste from onsite restroom facilities
☒ Trash from various construction activities/receptacles
☐ Long-term stockpiles of material and waste
☐
☐ Other: _____
☐ Other: _____
☐ Other: _____

1.11 RECEIVING WATERS:
Receiving waters must be depicted on the Environmental Layout Sheets in Attachment 1.2 of this SWP3. Include Segment # for receiving waters.

Tributaries	Classified Waterbody
N/A	

* Add (*) for impaired waterbodies with pollutant in ().

1.12 ROLES AND RESPONSIBILITIES: TxDOT

☒ Development of plans and specifications
☒ Submit Notice of Intent (NOI) to TCEQ (≥5 acres)
☒ Post Construction Site Notice
☒ Submit NOI/CSN to local MS4
☒ Perform SWP3 inspections
☒ Maintain SWP3 records and update to reflect daily operations
☒ Complete and submit Notice of Termination to TCEQ
☒ Maintain SWP3 records for 3 years
☐ Other: _____
☐ Other: _____
☐ Other: _____

1.13 ROLES AND RESPONSIBILITIES: CONTRACTOR

☒ Day To Day Operational Control
☒ Submit Notice of Intent (NOI) to TCEQ (≥5 acres)
☒ Post Construction Site Notice
☒ Submit NOI/CSN to local MS4
☒ Maintain schedule of major construction activities
☒ Install, maintain and modify BMPs
☒ Complete and submit Notice of Termination to TCEQ
☒ Maintain SWP3 records for 3 years
☐ Other: _____
☐ Other: _____
☐ Other: _____

1.14 LOCAL MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) OPERATOR COORDINATION:

MS4 Entity
City of Brownsville

STATE OF TEXAS
ABEL MARROQUIN III
134752
REGISTERED PROFESSIONAL ENGINEER
P.E.
03-04-26

STORMWATER POLLUTION PREVENTION PLAN (SWP3)

© 2023 July 2023 Sheet 1 of 2

Texas Department of Transportation

FED. RD. DIV. NO.	PROJECT NO.		SHEET NO.
			102
STATE	STATE DIST.	COUNTY	
TEXAS	PHR	CAMERON	
CONT.	SECT.	JOB	HIGHWAY NO.
0921	06	360	S.N.T.III

100% SUBMITTAL

STORMWATER POLLUTION PREVENTION PLAN (SWP3):

2.0 BEST MANAGEMENT PRACTICES (BMPs) AND CONTROLS, INSPECTION, AND MAINTENANCE

The Contractor shall be the responsible party for implementing the BMPs described herein and for complying with the SWP3 for control of erosion and sedimentation during day-to-day operations. The Contractor shall implement changes to this SWP3 approved by TxDOT within the times specified in this SWP3 or the CGP.

2.1 EROSION CONTROL AND SOIL STABILIZATION BMPs:

T / P

- ☐ ☐ Protection of Existing Vegetation
- ☐ ☐ Vegetated Buffer Zones
- ☐ ☐ Soil Retention Blankets
- ☐ ☐ Geotextiles
- ☐ ☐ Mulching/ Hydromulching
- ☐ ☐ Soil Surface Treatments
- ☒ ☐ Temporary Seeding
- ☐ ☒ Permanent Planting, Sodding or Seeding
- ☐ ☐ Biodegradable Erosion Control Logs
- ☐ ☐ Rock Filter Dams/ Rock Check Dams
- ☐ ☐ Vertical Tracking
- ☐ ☐ Interceptor Swale
- ☐ ☐ Riprap
- ☐ ☐ Diversion Dike
- ☐ ☐ Temporary Pipe Slope Drain
- ☐ ☐ Embankment for Erosion Control
- ☐ ☐ Paved Flumes
- ☐ ☐ Other: _____
- ☐ ☐ Other: _____
- ☐ ☐ Other: _____
- ☐ ☐ Other: _____

2.2 SEDIMENT CONTROL BMPs:

T / P

- ☒ ☐ Biodegradable Erosion Control Logs
- ☐ ☐ Dewatering Controls
- ☒ ☐ Inlet Protection
- ☐ ☐ Rock Filter Dams/ Rock Check Dams
- ☐ ☐ Sandbag Berms
- ☒ ☐ Sediment Control Fence
- ☒ ☐ Stabilized Construction Exit
- ☐ ☐ Floating Turbidity Barrier
- ☐ ☐ Vegetated Buffer Zones
- ☐ ☐ Vegetated Filter Strips
- ☐ ☐ Other: _____
- ☐ ☐ Other: _____
- ☐ ☐ Other: _____
- ☐ ☐ Other: _____

Refer to the Environmental Layout Sheets/ SWP3 Layout Sheets located in Attachment 1.2 of this SWP3

Sediment control BMPs requiring design capacity calculations (See SWP3 Attachment 1.3.):

T / P

- ☐ ☐ Sediment Trap
  - ☐ Calculated volume runoff from 2-year, 24-hour storm for each acre of disturbed area
  - ☐ 3,600 cubic feet of storage per acre drained
- ☐ ☐ Sedimentation Basin
  - ☐ Not required (<10 acres disturbed)
  - ☐ Required (>10 acres) and implemented.
    - ☐ Calculated volume runoff from 2-year, 24-hour storm for each acre of disturbed area
    - ☐ 3,600 cubic feet of storage per acre drained
  - ☐ Required (>10 acres), but not feasible due to:
    - ☐ Available area/Site geometry
    - ☐ Site slope/Drainage patterns
    - ☐ Site soils/Geotechnical factors
    - ☐ Public safety
    - ☐ Other: _____

2.3 PERMANENT CONTROLS:

(Coordinate post-construction BMPs with appropriate TxDOT maintenance sections.)

BMPs To Be Left In Place Post Construction:

Type	Stationing	
	From	To
N/A		

Refer to the Environmental Layout Sheets/ SWP3 Layout Sheets located in Attachment 1.2 of this SWP3

2.4 OFFSITE VEHICLE TRACKING CONTROLS:

- ☒ Excess dirt/mud on road removed daily
- ☒ Haul roads dampened for dust control
- ☐ Loaded haul trucks to be covered with tarpaulin
- ☒ Stabilized construction exit
- ☐ Daily street sweeping
- ☐ Other: _____
- ☐ Other: _____
- ☐ Other: _____
- ☐ Other: _____

2.5 POLLUTION PREVENTION MEASURES:

- ☐ Chemical Management
- ☒ Concrete and Materials Waste Management
- ☒ Debris and Trash Management
- ☐ Dust Control
- ☒ Sanitary Facilities
- ☐ Other: _____
- ☐ Other: _____
- ☐ Other: _____
- ☐ Other: _____
- ☐ Other: _____

2.6 VEGETATED BUFFER ZONES:

Natural vegetated buffers shall be maintained as feasible to protect adjacent surface waters. If vegetated natural buffer zones are not feasible due to site geometry, the appropriate additional sediment control measures have been incorporated into this SWP3.

Type	Stationing	
	From	To
N/A		

Refer to the Environmental Layout Sheets/ SWP3 Layout Sheets located in Attachment 1.2 of this SWP3

2.7 ALLOWABLE NON-STORMWATER DISCHARGES:

- ☒ Fire hydrant flushings
- ☒ Irrigation drainage
- ☒ Pavement washwater (where spills or leaks have not occurred, and detergents are not used)
- ☒ Potable water sources
- ☒ Springs
- ☒ Uncontaminated groundwater
- ☒ Water used to wash vehicles or control dust
- ☒ Other allowable non-stormwater discharges as allowed by TPDES GP TXR150000.

2.8 DEWATERING:

Dewatering discharges of accumulated stormwater, groundwater, and surface water including discharges from dewatering of trenches, excavations, foundations, vaults, and other points of accumulation are prohibited unless managed by appropriate controls to prevent and minimize the offsite discharge of sediment and other pollutants.

2.9 INSPECTIONS:

All disturbed areas and erosion and sediment control devices shall be inspected at least once every seven (7) days. Inspections shall be performed by TxDOT as indicated on the Field Inspection and Maintenance Report Form 2118 and retained in Attachment 2.5 of this SWP3.

When dewatering activities are present, a daily inspection will be conducted once per day during those activities and documented in accordance with CGP and TxDOT requirements.

2.10 MAINTENANCE:

Control measures shall be properly installed according to specifications. If it is determined that a BMP or control measure is not operating effectively, maintenance must be accomplished as soon as possible and before the next anticipated rain event, but in no case later than 7 calendar days after being able to access the site. Maintenance shall be performed by the Contractor as indicated on the Field Inspection and Maintenance Report Form 2118 and retained in Attachment 2.5 of this SWP3.

STATE OF TEXAS
ABEL MARROQUIN III
134752
REGISTERED PROFESSIONAL ENGINEER
P.E.
03-04-26

STORMWATER POLLUTION PREVENTION PLAN (SWP3)

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July 2023 Sheet 2 of 2

Texas Department of Transportation

FED. RD. DIV. NO.	PROJECT NO.		SHEET NO.
			103
STATE	STATE DIST.	COUNTY	
TEXAS	PHR	CAMERON	
CONT.	SECT.	JOB	HIGHWAY NO.
0921	06	360	S.N.T.III

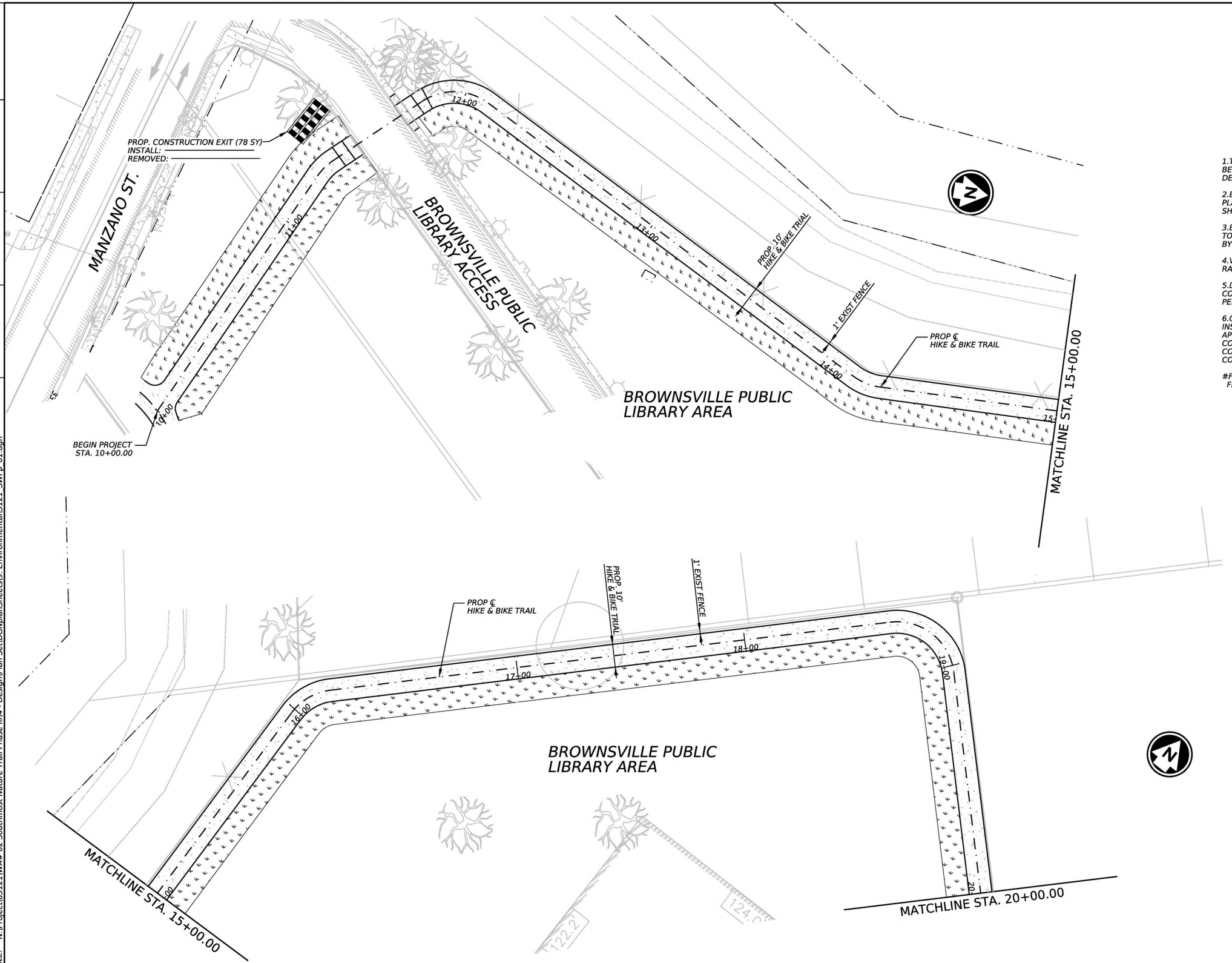
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DATE:	DATE:	DATE:	DATE:	DATE:

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LEGEND

CL-D — EROSION CONTROL DAM (LOG) AND LENGTH (LF)

SEEDING AREA
DATE INSTALL: _____

CONSTRUCTION EXIT (TY II)

GENERAL NOTES

1. THE CONTRACTOR MUST CONTACT THE ENGINEER BEFORE PLACEMENT OF ANY EROSION CONTROL DEVICES.
2. EROSION CONTROL DEVICES SHALL ONLY BE PLACED DURING PHASE CONSTRUCTION. DEVICES SHALL NOT BE PLACED ALL AT THE SAME TIME.
3. EROSION CONTROL DEVICES MAY BE MODIFIED TO MEET FIELD CONDITIONS OR AS DIRECTED BY THE ENGINEER.
4. VEGETATIVE WATERING APPLICATION RATE = 6.8 MG/AC/CYCLE @ 13 CYCLES.
5. DISTURBED AND UNDISTURBED AREAS ON WHICH CONSTRUCTION ACTIVITY HAS CEASED. TEMPORARILY OR PERMANENTLY, SHALL BE STABILIZED WITHIN 21 DAYS.
6. CONSTRUCTION EXITS ARE TO BE LOCATED AND INSTALLED BASED ON FIELD CONDITIONS AN AS APPROVED BY THE ENGINEER. THE LOCATION OF THE CONSTRUCTION EXIT SHOULD BE SUFFICIENT FOR CONTINUOUS USE BY THE CONTRACTOR DURING CONSTRUCTION.

#FOR CONTRACTORS INFORMATION ONLY(NON-PAY)
FERTILIZER APPLICATION RATE=500 LB/ACRE.

STATE OF TEXAS
ABEL MARROQUIN III
134752
REGISTERED PROFESSIONAL ENGINEER
P.E.
03-04-26

BROWNSVILLE
On the Border by the Sea

RRP CONSULTING ENGINEERS LLC
1400, BROADFIELD BLVD.
HOUSTON, TEXAS-77084
TEXAS BOARD OF PROFESSIONAL ENGINEERS NO: 4440

Texas Department of Transportation

SOUTHMOST NATURE TRAIL PHASE III

SWP3 PLAN

FROM STA. 10+00.00
TO STA. 20+00.00

SCALE: HORIZ: 1' = 40' SHEET 1 OF 9

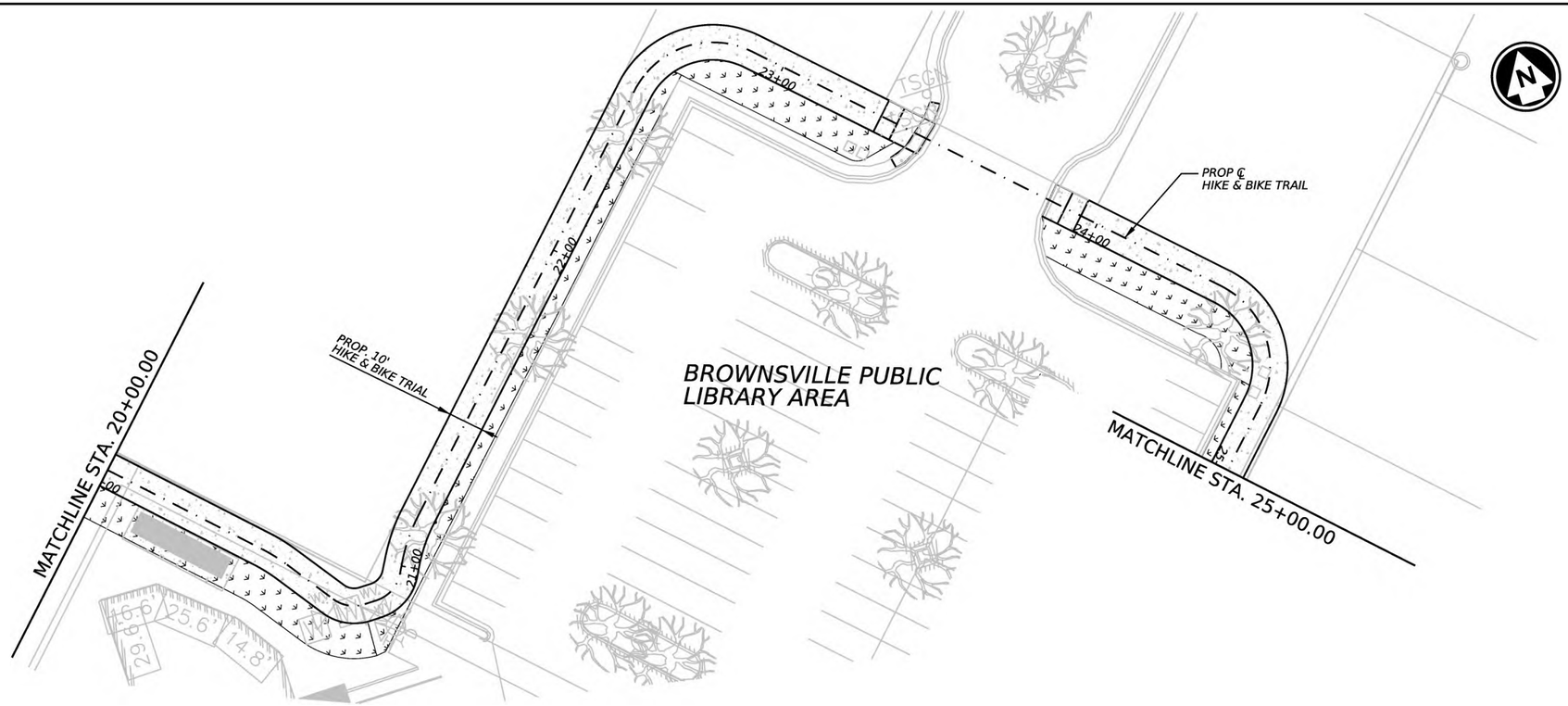
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0921	06	360	S.N.T.III
DIST	COUNTY		SHEET NO.
PHR	CAMERON		104

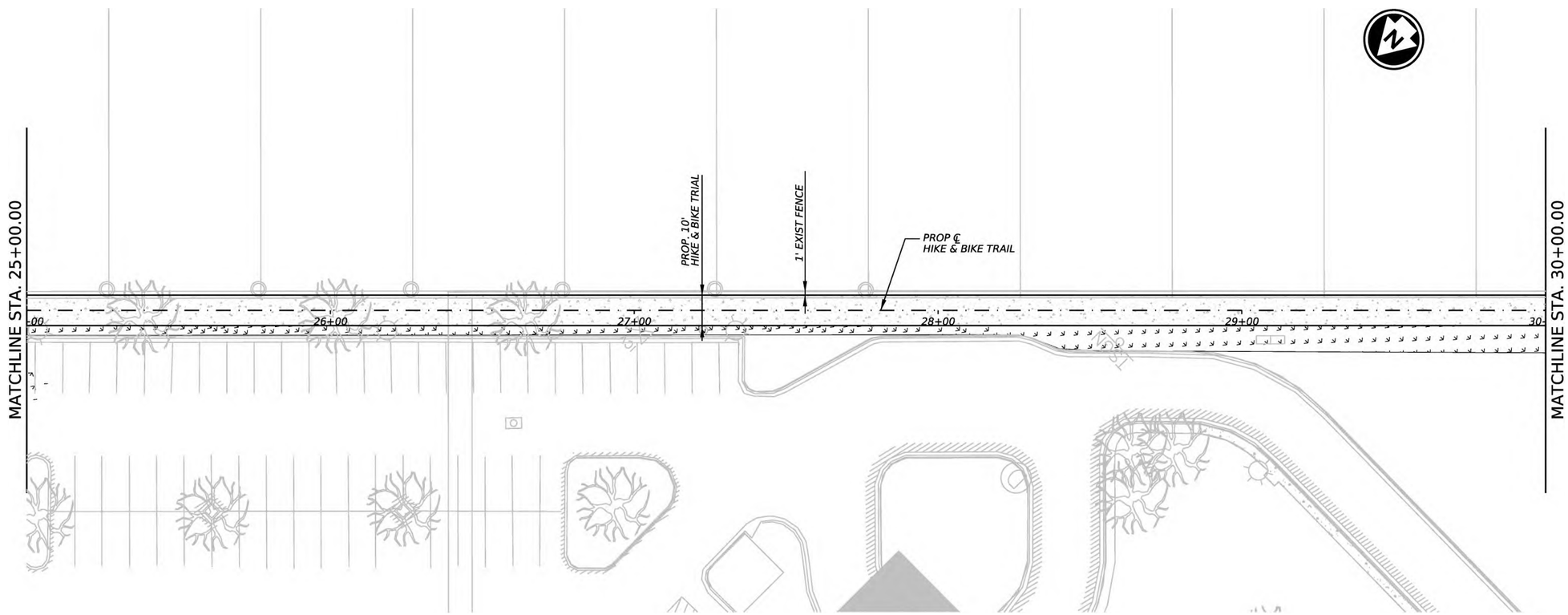
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LEGEND

CL-D — EROSION CONTROL DAM (LOG) AND LENGTH (LF)

SEEDING AREA
DATE INSTALL: _____

CONSTRUCTION EXIT (TY II)

GENERAL NOTES

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#FOR CONTRACTORS INFORMATION ONLY(NON-PAY) FERTILIZER APPLICATION RATE=500 LB/ACRE.

STATE OF TEXAS
ABEL MARROQUIN III
134752
REGISTERED PROFESSIONAL ENGINEER
P.E.
03-04-26

BROWNSVILLE
Gateway to the Sun

RRP CONSULTING ENGINEERS LLC
1400, BROADFIELD BLVD.
HOUSTON, TEXAS-77084
TEXAS BOARD OF PROFESSIONAL ENGINEERS NO: 4440

Texas Department of Transportation

SOUTHMOST NATURE TRAIL PHASE III

SWP3 PLAN

FROM STA. 20+00.00
TO STA. 30+00.00

SCALE: HORIZ: 1' = 40' SHEET 2 OF 9

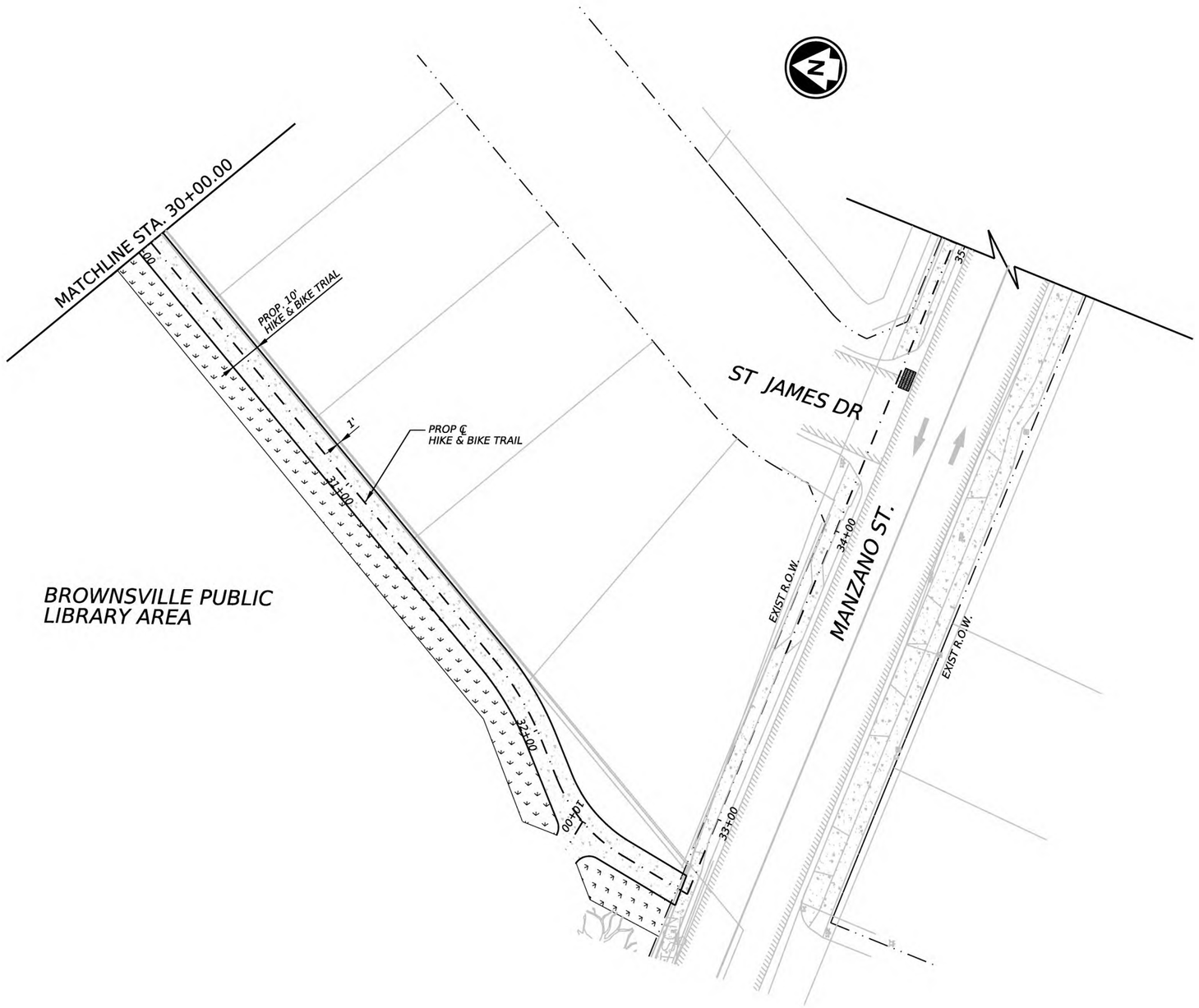
CONT	SECT	JOB	HIGHWAY
0921	06	360	S.N.T.III
DIST	COUNTY		SHEET NO.
PHR	CAMERON		105

SUBMITTAL BY:	REVIEWED BY:	AGREED BY:	CORRECTED BY:	BACK CHECKED BY:
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LEGEND

CL-D — EROSION CONTROL DAM (LOG) AND LENGTH (LF)

SEEDING AREA
DATE INSTALL: _____

CONSTRUCTION EXIT (TY II)

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#FOR CONTRACTORS INFORMATION ONLY(NON-PAY) FERTILIZER APPLICATION RATE=500 LB/ACRE.

STATE OF TEXAS
ABEL MARROQUIN III
134752
REGISTERED PROFESSIONAL ENGINEER
P.E.
03-04-26

BROWNSVILLE
On the Border. By the Sea.

RRP CONSULTING ENGINEERS LLC
1400, BROADFIELD BLVD.
HOUSTON, TEXAS-77084
TEXAS BOARD OF PROFESSIONAL ENGINEERS NO: 4440

Texas Department of Transportation

SOUTHMOST NATURE TRAIL PHASE III

SWP3 PLAN

FROM STA. 30+00.00
TO STA. 40+00.00

SCALE: HORIZ: 1" =40' SHEET 3 OF 9

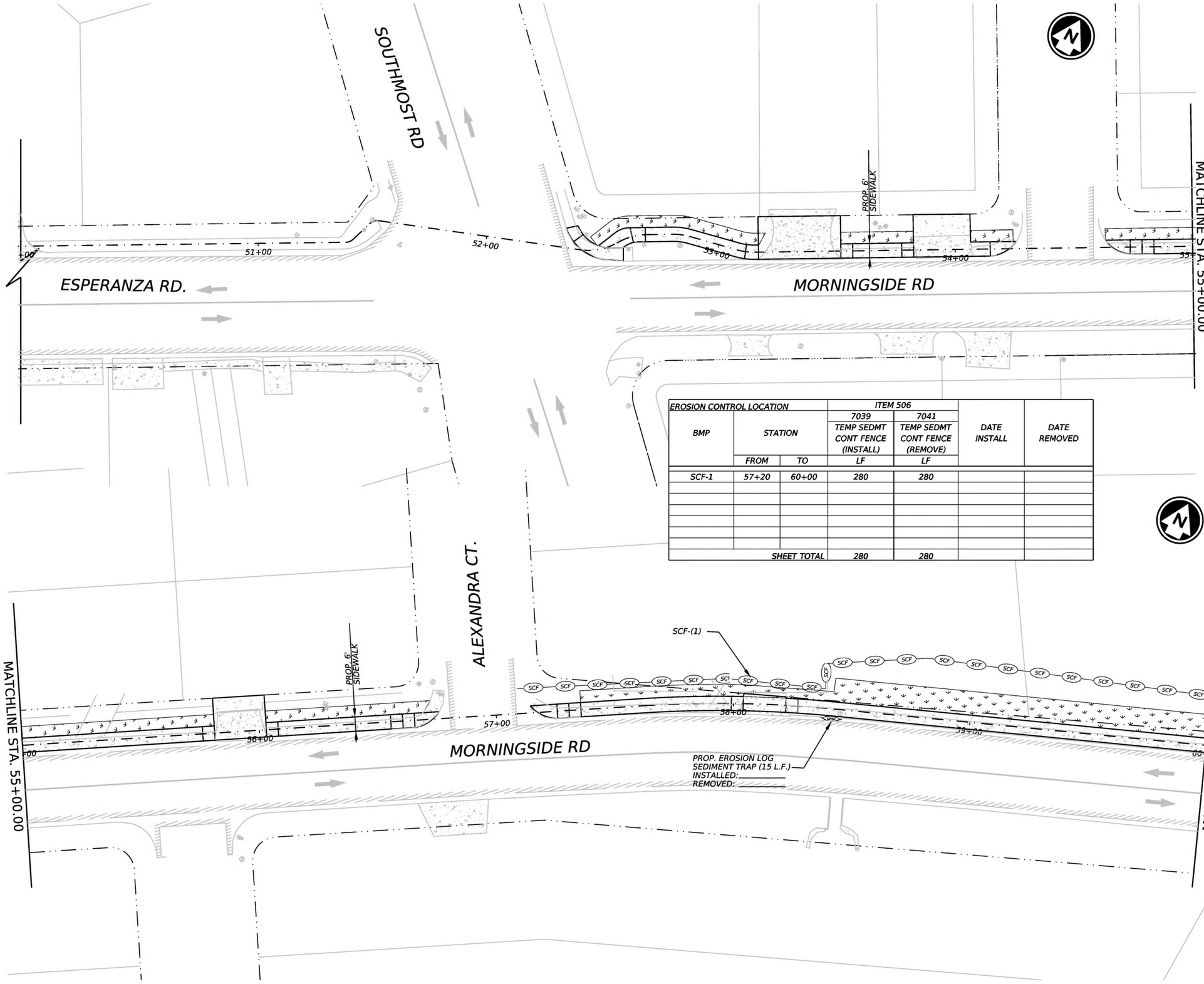
CONT	SECT	JOB	HIGHWAY
0921	06	360	S.N.T.III
DIST	COUNTY		SHEET NO.
PHR	CAMERON		106

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LEGEND

CL-D — EROSION CONTROL DAM (LOG) AND LENGTH (LF)

SEEDING AREA
DATE INSTALL: _____

CONSTRUCTION EXIT (TY II)

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#FOR CONTRACTORS INFORMATION ONLY(NON-PAY) FERTILIZER APPLICATION RATE=500 LB/ACRE.

EROSION CONTROL LOCATION			ITEM 506			
			7039	7041		
BMP	STATION		TEMP SEDMT CONT FENCE (INSTALL)	TEMP SEDMT CONT FENCE (REMOVE)	DATE INSTALL	DATE REMOVED
	FROM	TO	LF	LF		
SCF-1	57+20	60+00	280	280		
		SHEET TOTAL	280	280		

STATE OF TEXAS
ABEL MARROQUIN III
134752
REGISTERED PROFESSIONAL ENGINEER
P.E.
03-04-26

BROWNSVILLE
On the Border, By the Sea

RRP CONSULTING ENGINEERS LLC
1400, BROADFIELD BLVD.
HOUSTON, TEXAS-77084
TEXAS BOARD OF PROFESSIONAL ENGINEERS NO: 4440

Texas Department of Transportation

SOUTHMOST NATURE TRAIL PHASE III

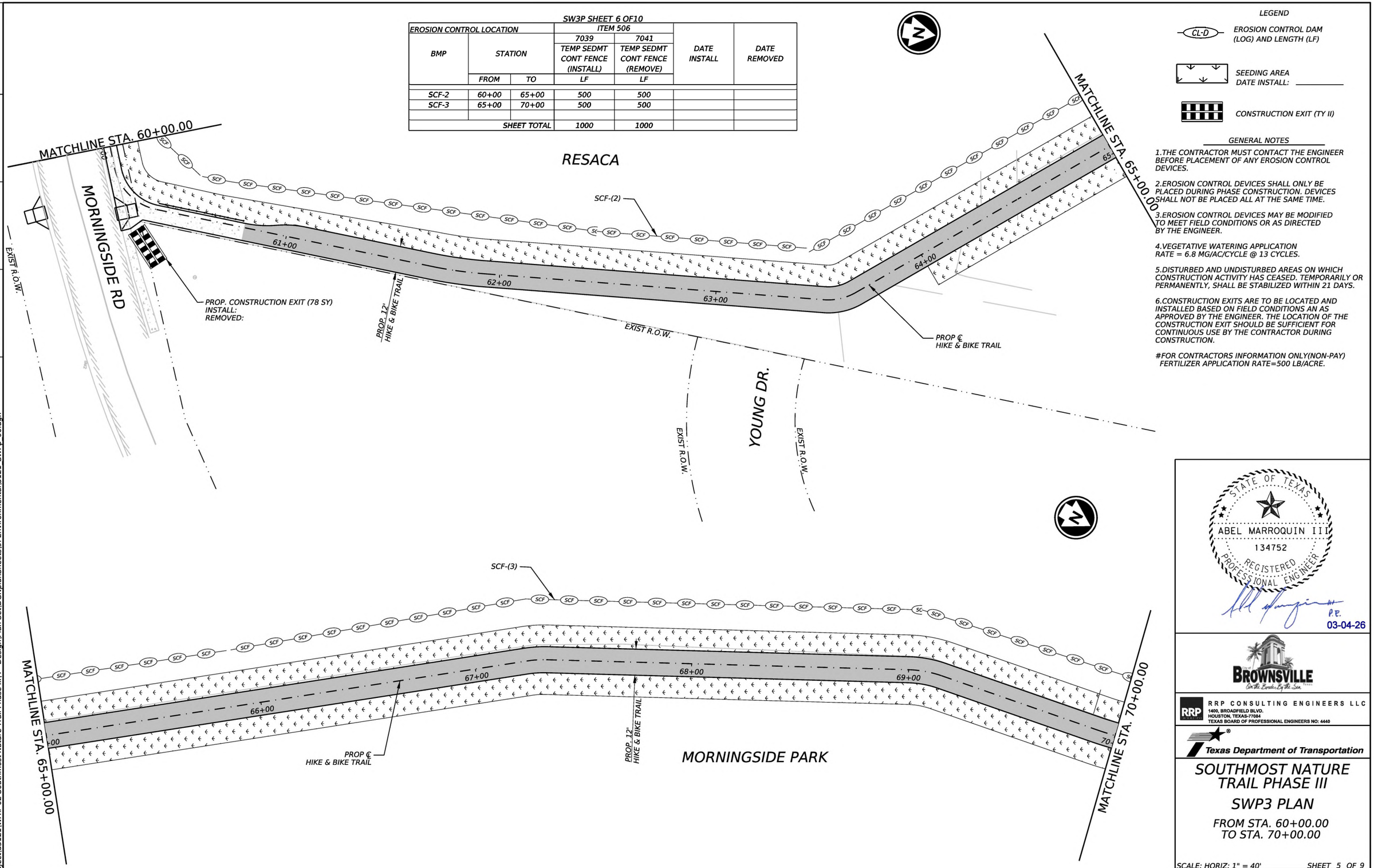
SWP3 PLAN

SCALE: HORIZ: 1" = 40' SHEET 4 OF 9

CONT	SECT	JOB	HIGHWAY
0921	06	360	S.N.T.III
DIST	COUNTY		SHEET NO.
PHR	CAMERON		107

SW3P SHEET 6 OF10

EROSION CONTROL LOCATION			ITEM 506			
			7039	7041		
BMP	STATION		TEMP SEDMT CONT FENCE (INSTALL)	TEMP SEDMT CONT FENCE (REMOVE)	DATE INSTALL	DATE REMOVED
	FROM	TO	LF	LF		
SCF-2	60+00	65+00	500	500		
SCF-3	65+00	70+00	500	500		
SHEET TOTAL			1000	1000		



LEGEND

CL-D — EROSION CONTROL DAM (LOG) AND LENGTH (LF)

SEEDING AREA
DATE INSTALL: _____

CONSTRUCTION EXIT (TY II)

GENERAL NOTES

1.THE CONTRACTOR MUST CONTACT THE ENGINEER BEFORE PLACEMENT OF ANY EROSION CONTROL DEVICES.

2.EROSION CONTROL DEVICES SHALL ONLY BE PLACED DURING PHASE CONSTRUCTION. DEVICES SHALL NOT BE PLACED ALL AT THE SAME TIME.

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#FOR CONTRACTORS INFORMATION ONLY(NON-PAY) FERTILIZER APPLICATION RATE=500 LB/ACRE.

100% SUBMITTAL

FOR REVIEW

SUBMITTAL BY:	DATE:
REVIEWED BY:	DATE:
AGREED BY:	DATE:
CORRECTED BY:	DATE:
BACK CHECKED BY:	DATE:

DATE: 2/13/2026 10:28:41 AM
FILE: N:\Project\u3121\WA# 02 Southmost Nature Trail Phase III\4 - Design\Plan Set\DGN\planSheets\9. Environmental\3121 SWPB 06.dgn

STATE OF TEXAS
ABEL MARROQUIN III
134752
REGISTERED PROFESSIONAL ENGINEER
P.E.
03-04-26

BROWNSVILLE
On the Border. By the Sea.

RRP CONSULTING ENGINEERS LLC
1409, BROADFIELD BLVD.
HOUSTON, TEXAS-77084
TEXAS BOARD OF PROFESSIONAL ENGINEERS NO: 4440

Texas Department of Transportation

SOUTHMOST NATURE TRAIL PHASE III

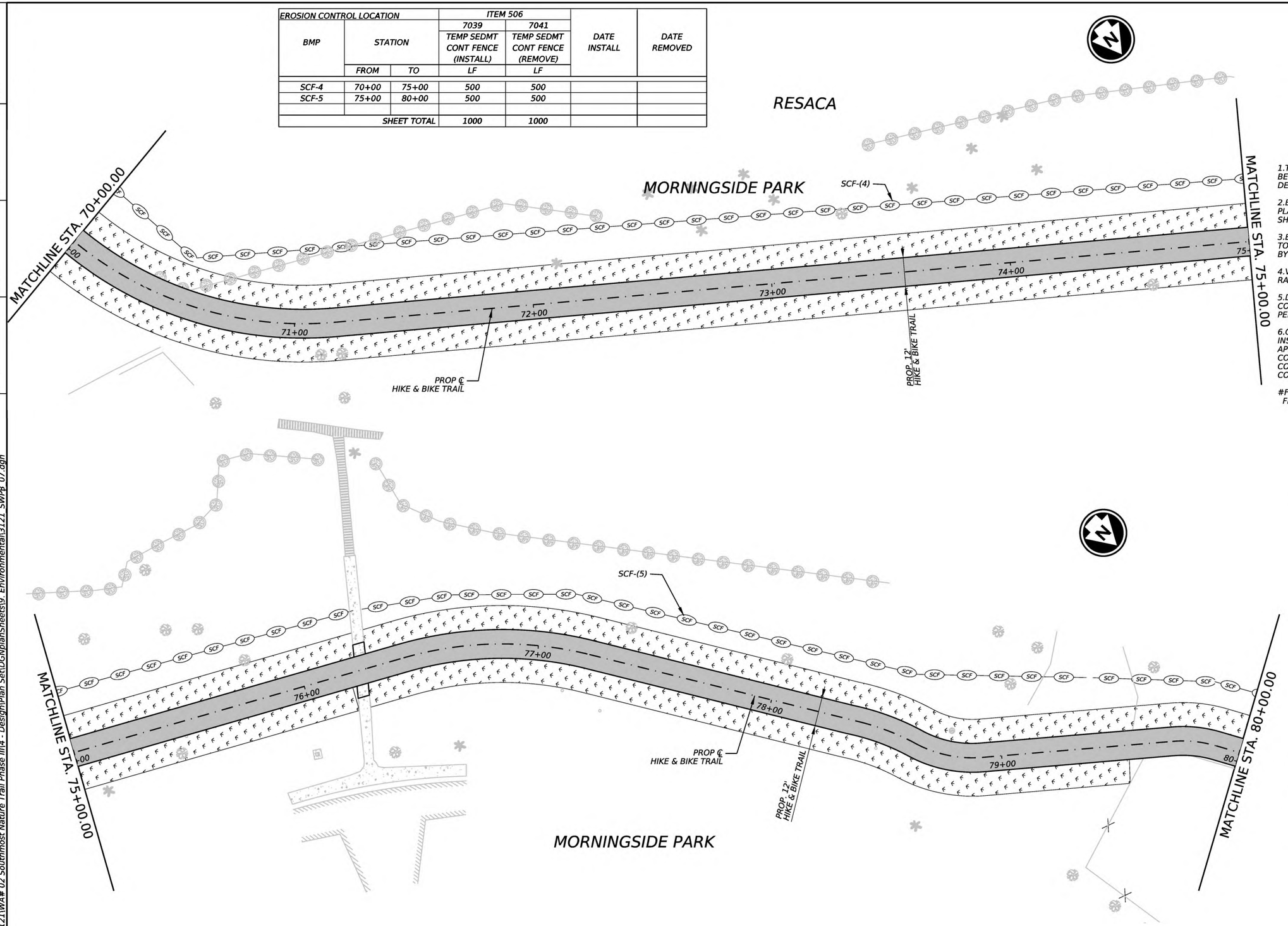
SWP3 PLAN

FROM STA. 60+00.00
TO STA. 70+00.00

SCALE: HORIZ: 1" = 40' SHEET 5 OF 9

CONT	SECT	JOB	HIGHWAY
0921	06	360	S.N.T.III
DIST	COUNTY		SHEET NO.
PHR	CAMERON		108

EROSION CONTROL LOCATION			ITEM 506			
			7039	7041		
BMP	STATION		TEMP SEDMT CONT FENCE (INSTALL)	TEMP SEDMT CONT FENCE (REMOVE)	DATE INSTALL	DATE REMOVED
	FROM	TO	LF	LF		
SCF-4	70+00	75+00	500	500		
SCF-5	75+00	80+00	500	500		
		SHEET TOTAL	1000	1000		



LEGEND

CL-D — EROSION CONTROL DAM (LOG) AND LENGTH (LF)

SEEDING AREA
DATE INSTALL: _____

CONSTRUCTION EXIT (TY II)

GENERAL NOTES

1. THE CONTRACTOR MUST CONTACT THE ENGINEER BEFORE PLACEMENT OF ANY EROSION CONTROL DEVICES.
2. EROSION CONTROL DEVICES SHALL ONLY BE PLACED DURING PHASE CONSTRUCTION. DEVICES SHALL NOT BE PLACED ALL AT THE SAME TIME.
3. EROSION CONTROL DEVICES MAY BE MODIFIED TO MEET FIELD CONDITIONS OR AS DIRECTED BY THE ENGINEER.
4. VEGETATIVE WATERING APPLICATION RATE = 6.8 MG/AC/CYCLE @ 13 CYCLES.
5. DISTURBED AND UNDISTURBED AREAS ON WHICH CONSTRUCTION ACTIVITY HAS CEASED. TEMPORARILY OR PERMANENTLY, SHALL BE STABILIZED WITHIN 21 DAYS.
6. CONSTRUCTION EXITS ARE TO BE LOCATED AND INSTALLED BASED ON FIELD CONDITIONS AN AS APPROVED BY THE ENGINEER. THE LOCATION OF THE CONSTRUCTION EXIT SHOULD BE SUFFICIENT FOR CONTINUOUS USE BY THE CONTRACTOR DURING CONSTRUCTION.

#FOR CONTRACTORS INFORMATION ONLY(NON-PAY) FERTILIZER APPLICATION RATE=500 LB/ACRE.

STATE OF TEXAS
ABEL MARROQUIN III
134752
REGISTERED PROFESSIONAL ENGINEER
P.E.
03-04-26

BROWNSVILLE
On The Border By The Sea

RRP CONSULTING ENGINEERS LLC
1400, BROADFIELD BLVD.
HOUSTON, TEXAS-77084
TEXAS BOARD OF PROFESSIONAL ENGINEERS NO: 4440

Texas Department of Transportation

SOUTHMOST NATURE TRAIL PHASE III

SWP3 PLAN

FROM STA. 70+00.00
TO STA. 80+00.00

SCALE: HORIZ: 1' = 40' SHEET 6 OF 9

CONT	SECT	JOB	HIGHWAY
0921	06	360	S.N.T.III
DIST	COUNTY		SHEET NO.
PHR	CAMERON		109

BACK CHECKED BY: DATE:
CORRECTED BY: DATE:
AGREED BY: DATE:
REVIEWED BY: DATE:
SUBMITTAL BY: DATE:

100% SUBMITTAL

FOR REVIEW

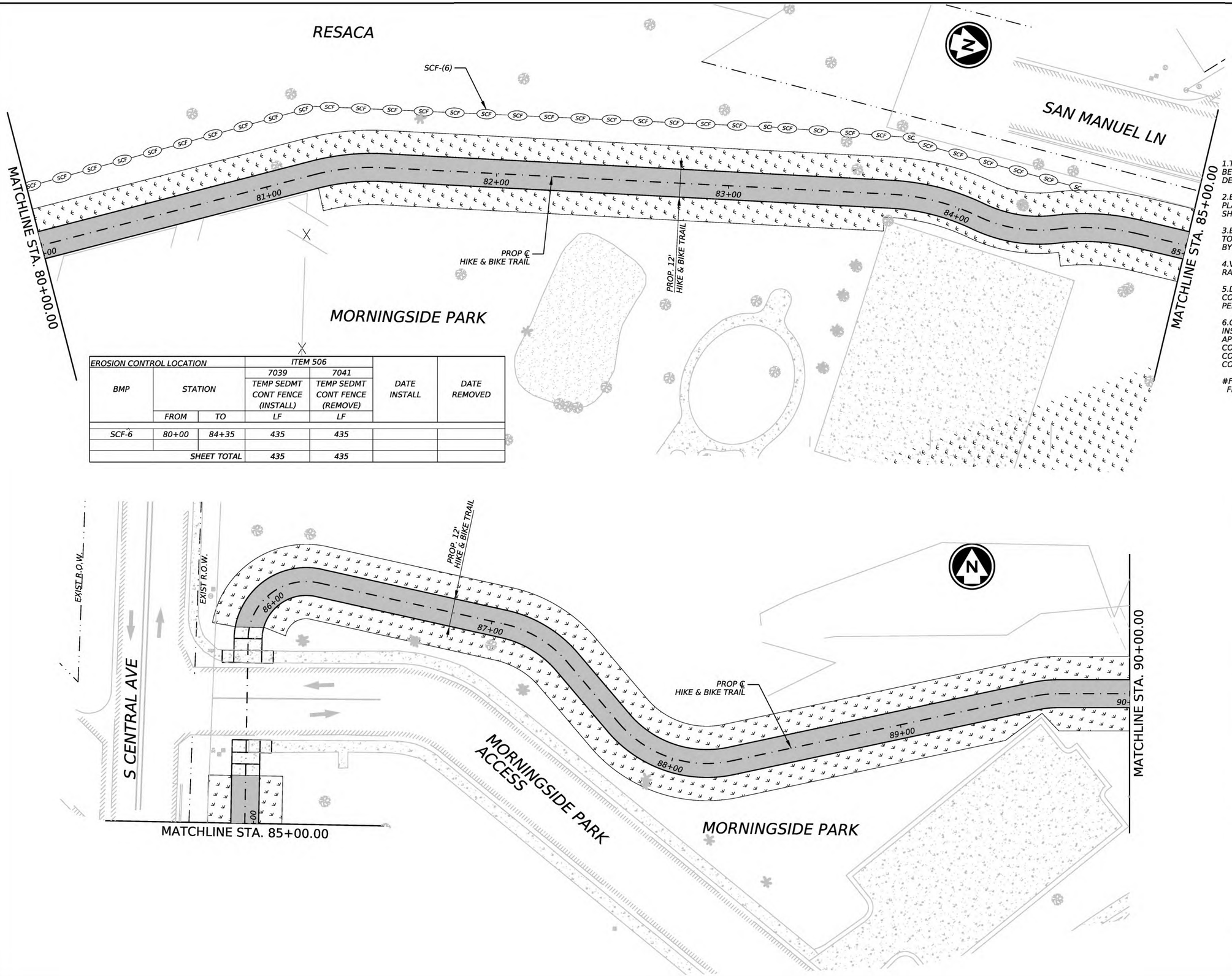
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100% SUBMITTAL

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OR REVIEW

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EROSION CONTROL LOCATION			ITEM 506			
			7039	7041		
BMP	STATION		TEMP SEDMT CONT FENCE (INSTALL)	TEMP SEDMT CONT FENCE (REMOVE)	DATE INSTALL	DATE REMOVED
	FROM	TO	LF	LF		
SCF-6	80+00	84+35	435	435		
SHEET TOTAL			435	435		

LEGEND

CL-D — EROSION CONTROL DAM (LOG) AND LENGTH (LF)

SEEDING AREA
DATE INSTALL: _____

CONSTRUCTION EXIT (TY II)

GENERAL NOTES

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4. VEGETATIVE WATERING APPLICATION RATE = 6.8 MG/AC/CYCLE @ 13 CYCLES.
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HOUSTON, TEXAS-77084
TEXAS BOARD OF PROFESSIONAL ENGINEERS NO: 4440

Texas Department of Transportation

SOUTHMOST NATURE TRAIL PHASE III

SWP3 PLAN

FROM STA. 80+00.00
TO STA. 90+00.00

SCALE: HORIZ: 1" = 40' SHEET 7 OF 9

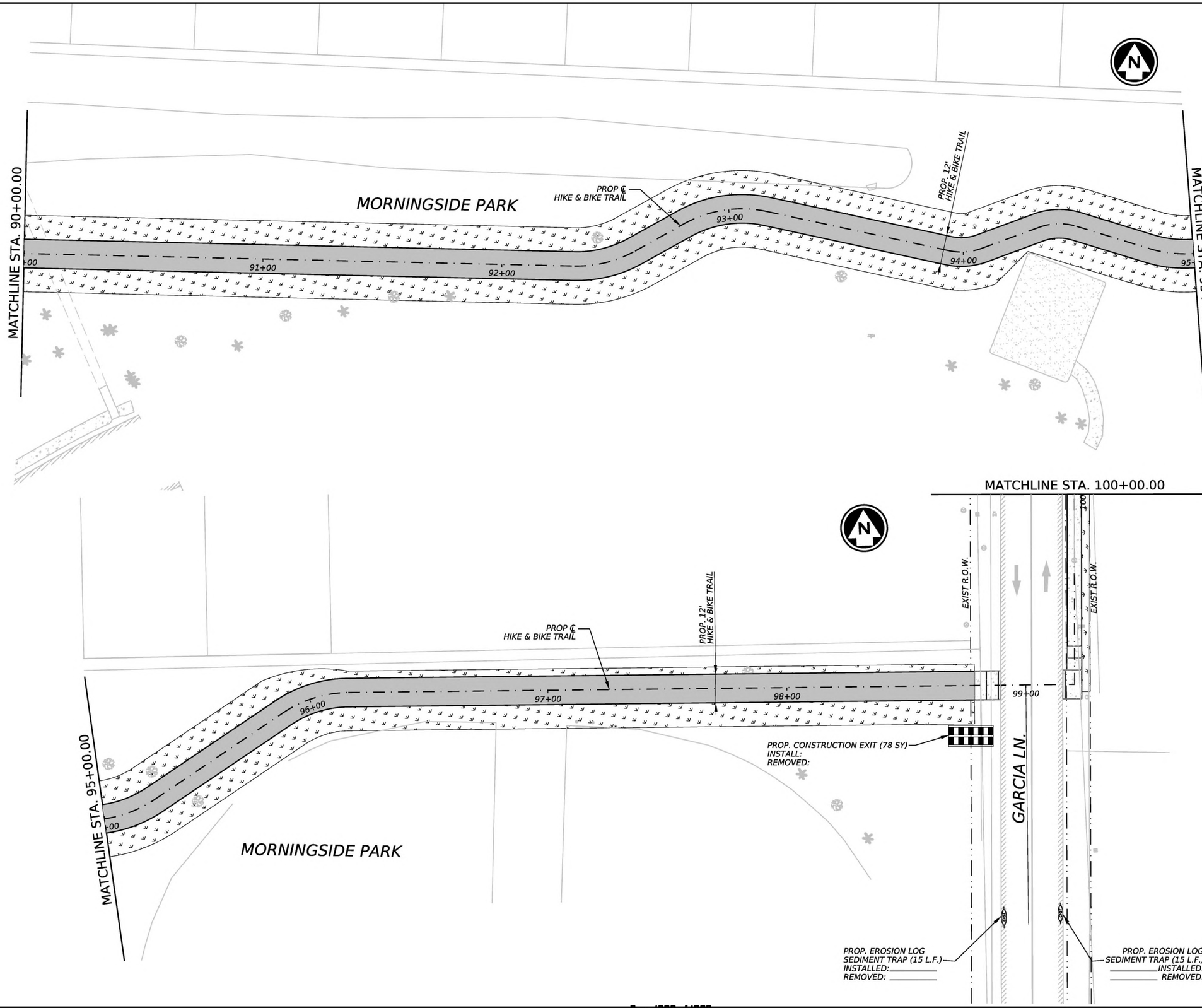
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0921	06	360	S.N.T.III
DIST	COUNTY		SHEET NO.
PHR	CAMERON		110

SUBMITTAL BY:	DATE:	REVIEWED BY:	DATE:	AGREED BY:	DATE:	CORRECTED BY:	DATE:	BACK CHECKED BY:	DATE:

FOR REVIEW

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LEGEND

CL-D — EROSION CONTROL DAM (LOG) AND LENGTH (LF)

SEEDING AREA
DATE INSTALL: _____

CONSTRUCTION EXIT (TY II)

GENERAL NOTES

1. THE CONTRACTOR MUST CONTACT THE ENGINEER BEFORE PLACEMENT OF ANY EROSION CONTROL DEVICES.
2. EROSION CONTROL DEVICES SHALL ONLY BE PLACED DURING PHASE CONSTRUCTION. DEVICES SHALL NOT BE PLACED ALL AT THE SAME TIME.
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1400, BROADFIELD BLVD.
HOUSTON, TEXAS-77084
TEXAS BOARD OF PROFESSIONAL ENGINEERS NO: 4440

Texas Department of Transportation

SOUTHMOST NATURE TRAIL PHASE III

SWP3 PLAN

FROM STA. 90+00.00
TO STA. 100+00.00

SCALE: HORIZ: 1" = 40' SHEET 8 OF 9

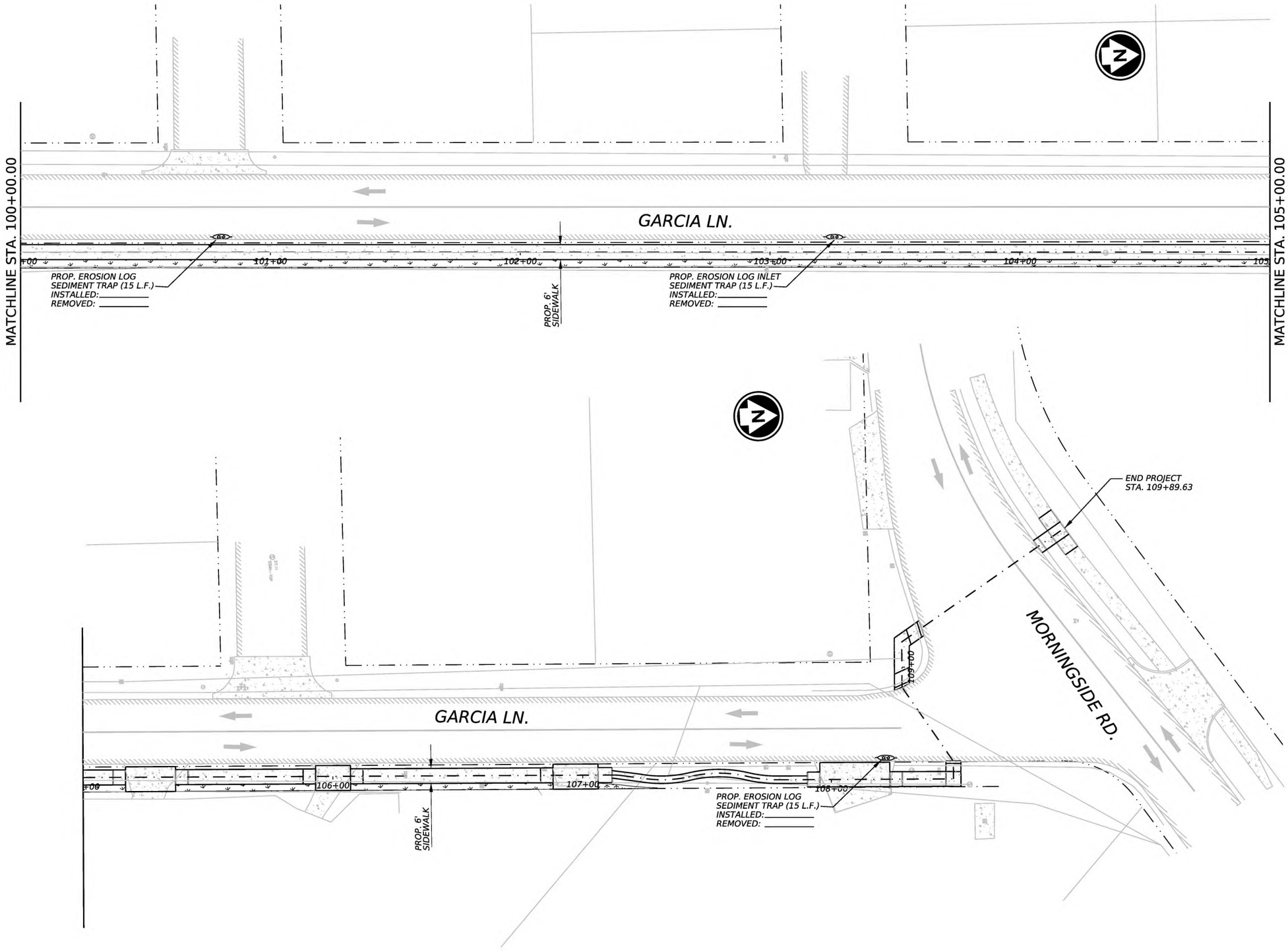
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DIST	COUNTY		SHEET NO.
PHR	CAMERON		111

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FOR REVIEW

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LEGEND

CL-D — EROSION CONTROL DAM (LOG) AND LENGTH (LF)

SEEDING AREA
DATE INSTALL: _____

CONSTRUCTION EXIT (TY II)

GENERAL NOTES

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SOUTHMOST NATURE TRAIL PHASE III

SWP3 PLAN

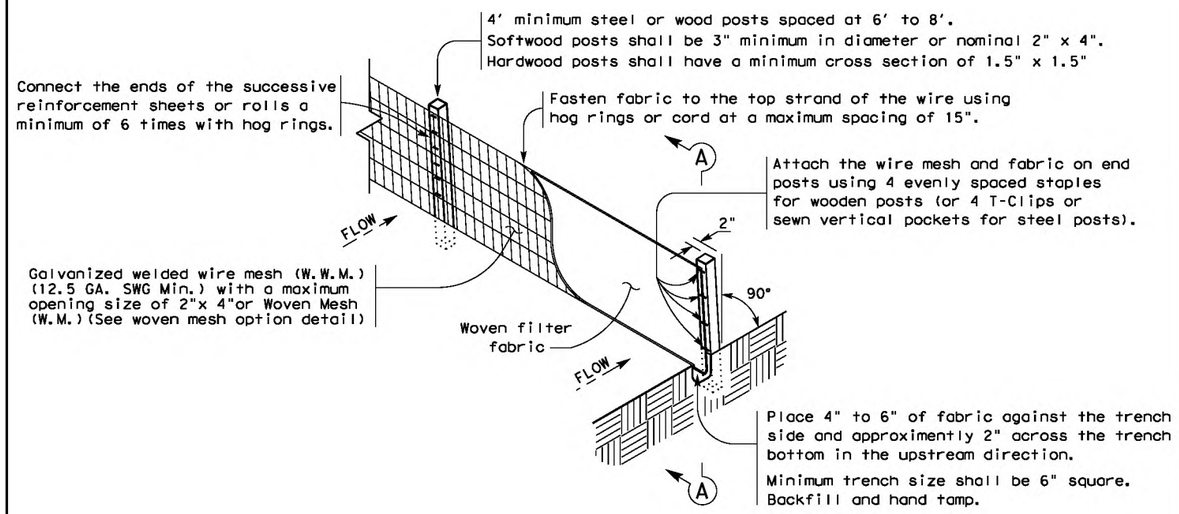
FROM STA. 100+00.00
TO END PROJECT

SCALE: HORIZ: 1" = 40' SHEET 9 OF 9

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DIST	COUNTY		SHEET NO.
PHR	CAMERON		112

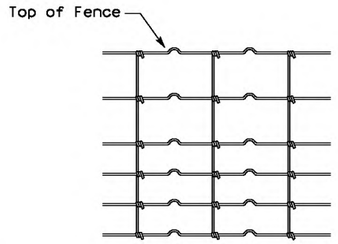
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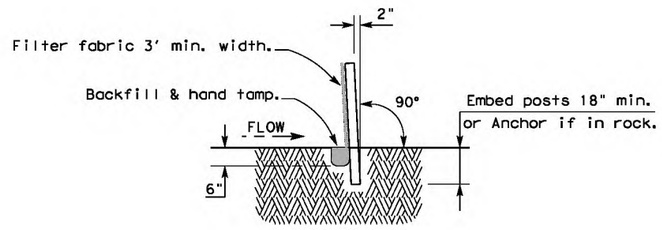
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TEMPORARY SEDIMENT CONTROL FENCE

SCF





SECTION A-A

HINGE JOINT KNOT WOVEN MESH (OPTION) DETAIL

Galvanized hinge joint knot woven mesh (12.5 GA.SWG Min.) requires a minimum of five horizontal wires spaced at a maximum of 12 inches apart and all vertical wires spaced at a maximum of 12 inches apart.

SEDIMENT CONTROL FENCE USAGE GUIDELINES

A sediment control fence may be constructed near the downstream perimeter of a disturbed area along a contour to intercept sediment from overland runoff. A 2 year storm frequency may be used to calculate the flow rate to be filtered.

Sediment control fence should be sized to filter a maximum flow through rate of 100 GPM/FT^2. Sediment control fence is not recommended to control erosion from a drainage area larger than 2 acres.

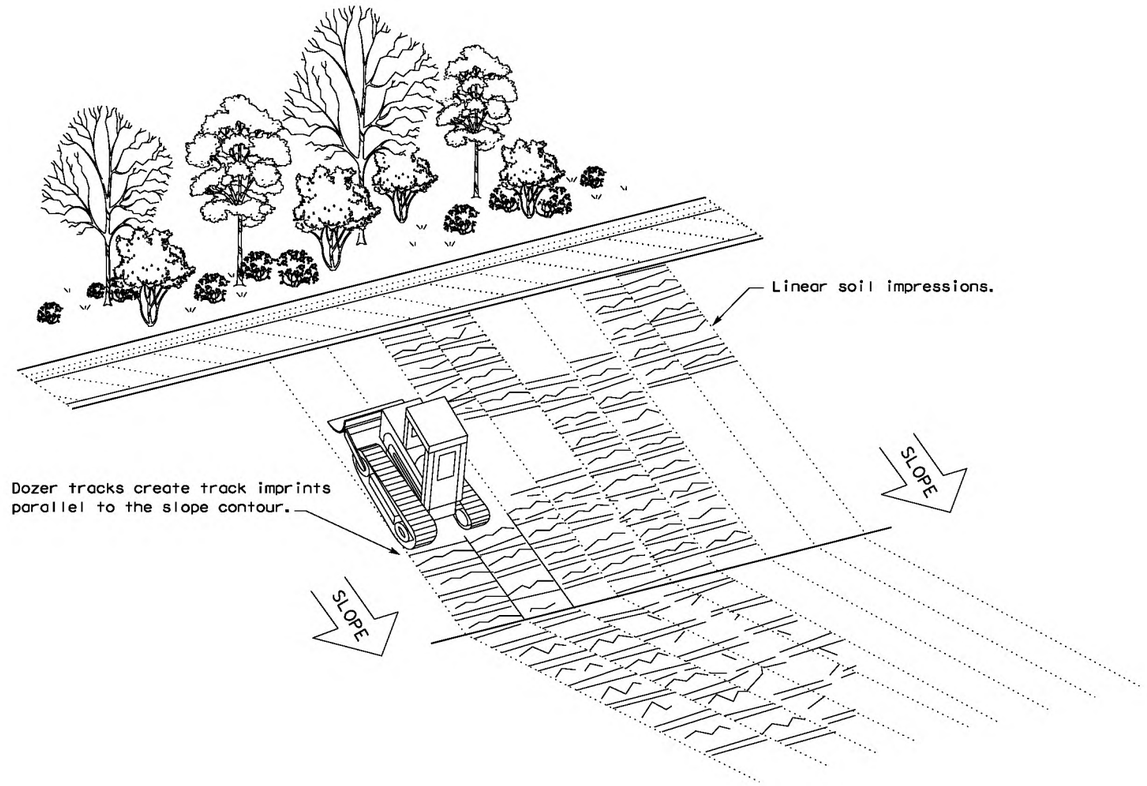
LEGEND

Sediment Control Fence

SCF

GENERAL NOTES

1. Vertical tracking is required on projects where soil distributing activities have occurred unless otherwise approved.
2. Perform vertical tracking on slopes to temporarily stabilize soil.
3. Provide equipment with a track undercarriage capable of producing linear soil impressions measuring a minimum of 12" in length by 2" to 4" in width by 1/2" to 2" in depth.
4. Do not exceed 12" between track impressions.
5. Install continous linear track impressions where the minimum 12" length impressions are perpendicular to the slope or direction of water flow.



VERTICAL TRACKING

Texas Department of Transportation

Design Division Standard

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

FENCE & VERTICAL TRACKING

EC(1)-16

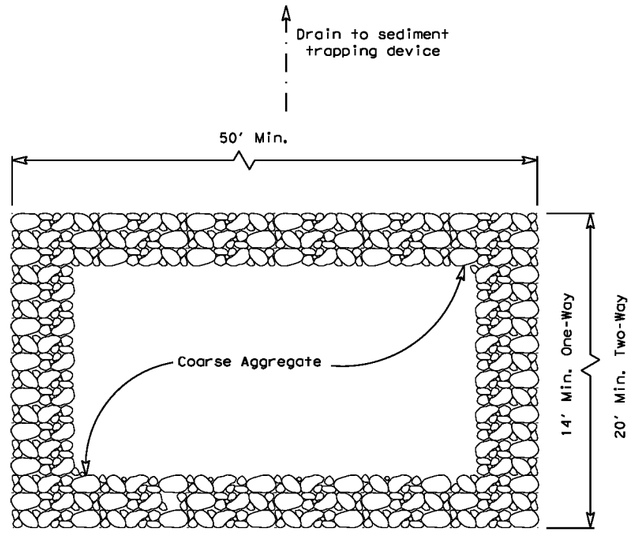
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© TxDOT: JULY 2016	CONT	SECT	JOB		HIGHWAY		
REVISIONS	0921	06	360		S.N.T.III		
	DIST	COUNTY				SHEET NO.	
	PHR	CAMERON				113	

DATE
FILE

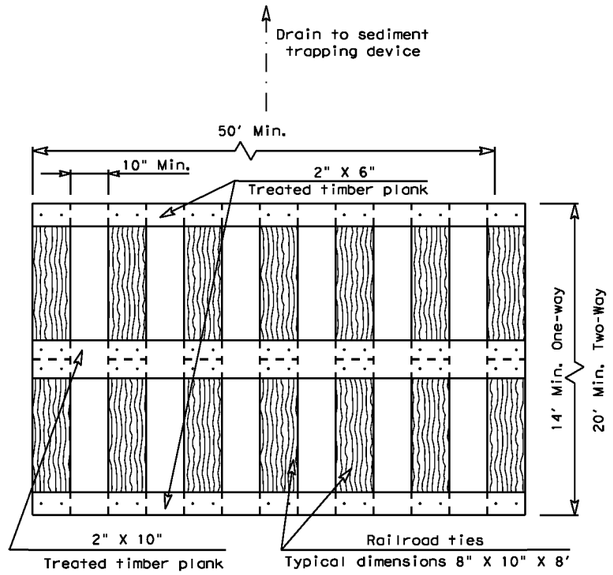
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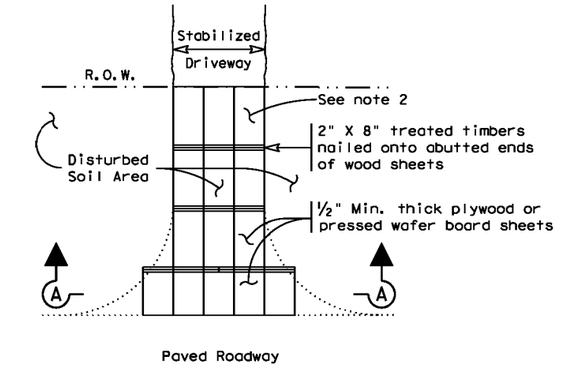
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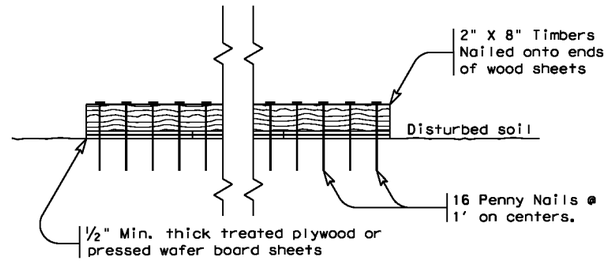
PLAN VIEW



PLAN VIEW



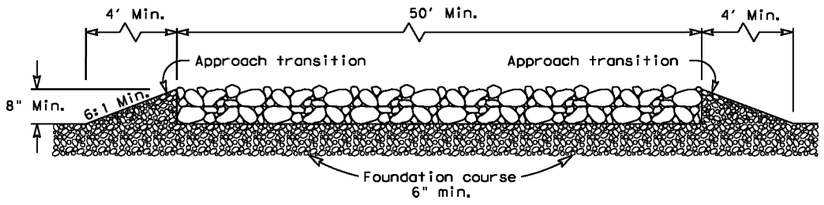
PLAN VIEW



SECTION A-A

CONSTRUCTION EXIT (TYPE 3)

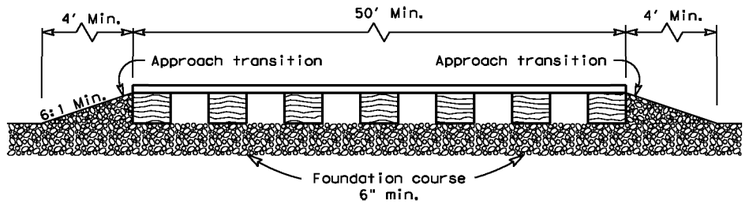
SHORT TERM



ELEVATION VIEW

CONSTRUCTION EXIT (TYPE 1)

ROCK CONSTRUCTION (LONG TERM)



ELEVATION VIEW

CONSTRUCTION EXIT (TYPE 2)

TIMBER CONSTRUCTION (LONG TERM)

GENERAL NOTES (TYPE 1)

1. The length of the type 1 construction exit shall be os indicated on the plans, but not less than 50'.
2. The coarse aggregate should be open graded with a size of 4" to 8".
3. The approach transitions should be no steeper than 6:1 and constructed as directed by the Engineer.
4. The construction exit foundation course shall be flexible base, bituminous concrete, portland cement concrete or other materialas approved by the Engineer.
5. The construction exit shall be graded to allow drainage to a sediment trapping device.
6. The guidelines shown hereon are suggestions only and may be modified by the Engineer.
7. Construct exits with a width of at least 14 ft. for one-way and 20 ft. for two-way traffic for the full width of the exit, or as directed by the engineer.

GENERAL NOTES (TYPE 2)

1. The length of the type 2 construction exit shall be as indicated on the plans, but not less than 50'.
2. The treated timber planks shall be attached to the railroad ties with ½"x 6" min. lag bolts. Other fasteners may be used as approved by the Engineer.
3. The treated timber planks shall be #2 grade min., and should be free from large and loose knots.
4. The approach transitions shall be no steeper than 6:1 and constructed as directed by the Engineer.
5. The construction exit foundation course shall be flexible base, bituminous concrete, portland cement concrete or other material as approved by the Engineer.
6. The construction exit should be graded to allow drainage to a sediment trapping device.
7. The guidelines shown hereon are suggestions only and may be modified by the Engineer.
8. Construct exits with a width of at least 14 ft. for one-way and 20 ft. for two-way traffic for the full width of the exit, or as directed by the engineer.

GENERAL NOTES (TYPE 3)

1. The length of the type 3 construction exit shall be as shown on the plans, or as directed by the Engineer.
2. The type 3 construction exit may be constructed from open graded crushed stone with o size of two to four inches spread a min. of 4" thick to the limits shown on the plans.
3. The treated timber planks shall be #2 grade min., and should be free from large and loose knots.
4. The guidelines shown hereon are suggestions only and may be modified by the Engineer.

Texas Department of Transportation

Design Division Standard

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

CONSTRUCTION EXITS

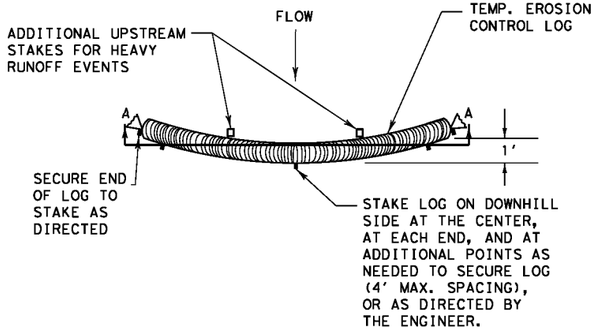
EC(3)-16

FILE: ec316	DN: TxDOT		CK: KM		DW: VP	DN/CK: LS
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REVISIONS	0921	06	36D		S.N.T.III	
	DIST	COUNTY			SHEET NO.	
	PHR	CAMERON			114	

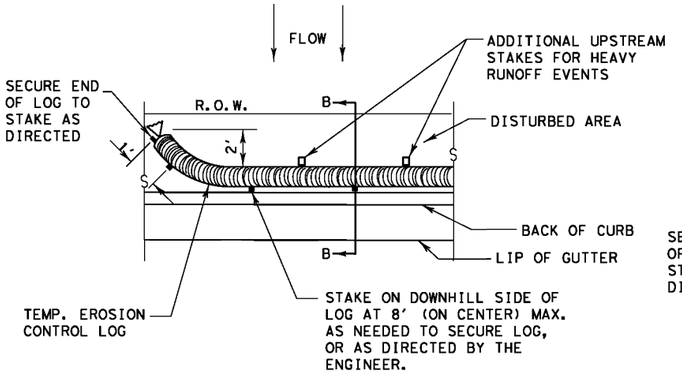
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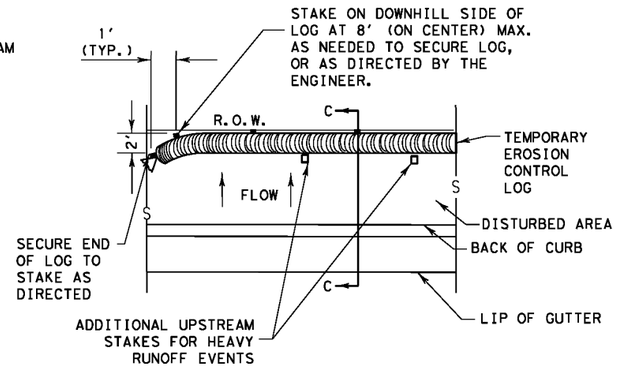
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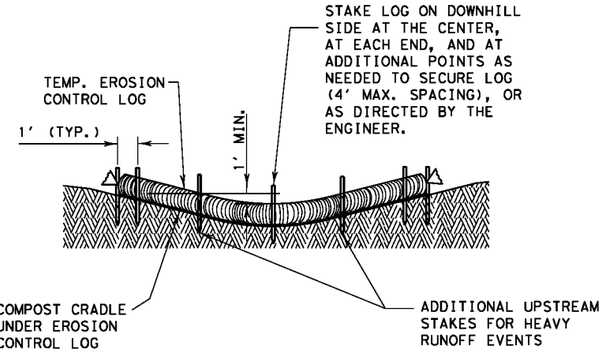
PLAN VIEW



PLAN VIEW



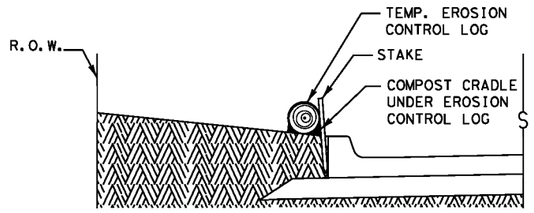
PLAN VIEW



SECTION A-A

EROSION CONTROL LOG DAM

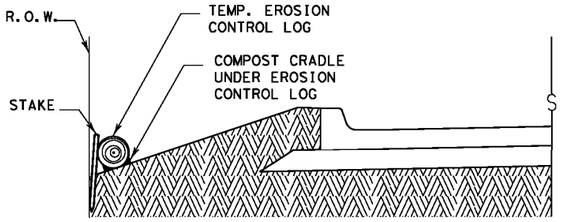
CL-D



SECTION B-B

EROSION CONTROL LOG AT BACK OF CURB

CL-BOC



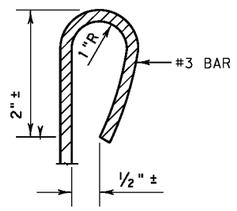
SECTION C-C

EROSION CONTROL LOG AT EDGE OF RIGHT-OF-WAY

CL-ROW

LEGEND

- CL-D — EROSION CONTROL LOG DAM
- CL-BOC — EROSION CONTROL LOG AT BACK OF CURB
- CL-ROW — EROSION CONTROL LOG AT EDGE OF RIGHT-OF-WAY
- CL-SST — EROSION CONTROL LOGS ON SLOPES STAKE AND TRENCHING ANCHORING
- CL-SSL — EROSION CONTROL LOGS ON SLOPES STAKE AND LASHING ANCHORING
- CL-DI — EROSION CONTROL LOG AT DROP INLET
- CL-CI — EROSION CONTROL LOG AT CURB INLET
- CL-GI — EROSION CONTROL LOG AT CURB & GRATE INLET



REBAR STAKE DETAIL

GENERAL NOTES:

1. EROSION CONTROL LOGS SHALL BE INSTALLED IN ACCORDANCE WITH MANFACTURER'S RECOMMENDATIONS, OR AS DIRECTED BY THE ENGINEER.
2. LENGTHS OF EROSION CONTROL LOGS SHALL BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND AS REQUIRED FOR THE PURPOSE INTENDED.
3. UNLESS OTHERWISE DIRECTED, USE BIODEGRADABLE OR PHOTODEGRADABLE CONTAINMENT MESH ONLY WHERE LOG WILL REMAIN IN PLACE AS PART OF A VEGETATIVE SYSTEM. FOR TEMPORARY INSTALLATIONS, USE RECYCLABLE CONTAINMENT MESH.
4. FILL LOGS WITH SUFFICIENT FILTER MATERIAL TO ACHIEVE THE MINIMUM COMPACTED DIAMETER SPECIFIED IN THE PLANS WITHOUT EXCESSIVE DEFORMATION.
5. STAKES SHALL BE 2" X 2" WOOD OR #3 REBAR, 2'-4' LONG, EMBEDDED SUCH THAT 2" PROTRUDES ABOVE LOG, OR AS DIRECTED BY THE ENGINEER.
6. DO NOT PLACE STAKES THROUGH CONTAINMENT MESH.
7. COMPOST CRADLE MATERIAL IS INCIDENTAL & WILL NOT BE PAID FOR SEPARATELY.
8. SANDBAGS USED AS ANCHORS SHALL BE PLACED ON TOP OF LOGS & SHALL BE OF SUFFICIENT SIZE TO HOLD LOGS IN PLACE.
9. TURN THE ENDS OF EACH ROW OF LOGS UPSLOPE TO PREVENT RUNOFF FROM FLOWING AROUND THE LOG.
10. FOR HEAVY RUNOFF EVENTS, ADDITIONAL UPSTREAM STAKES MAY BE NECESSARY TO KEEP LOG FROM FOLDING IN ON ITSELF.

SEDIMENT BASIN & TRAP USAGE GUIDELINES

An erosion control log sediment trap may be used to filter sediment out of runoff draining from an unstabilized area.

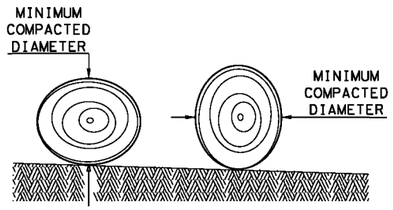
Log Traps: The drainage area for a sediment trap should not exceed 5 acres. The trap capacity should be 1800 CF/Acre (0.5" over the drainage area).

Control logs should be placed in the following locations:

1. Within drainage ditches spaced as needed or min. 500' on center
2. Immediately preceding ditch inlets or drain inlets
3. Just before the drainage enters a water course
4. Just before the drainage leaves the right of way
5. Just before the drainage leaves the construction limits where drainage flows away from the project.

The logs should be cleaned when the sediment has accumulated to a depth of 1/2 the log diameter.

Cleaning and removal of accumulated sediment depasits is incidental and will nat be paid far separately.



DIAMETER MEASUREMENTS OF EROSION CONTROL LOGS SPECIFIED IN PLANS

SHEET 1 OF 3

Texas Department of Transportation | Design Division Standard

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

EROSION CONTROL LOG

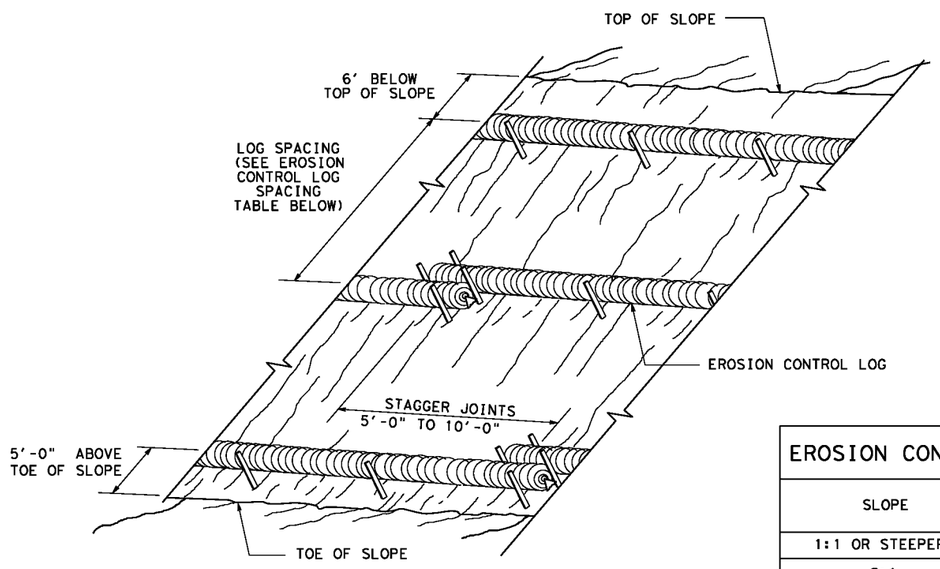
EC(9)-16

FILE: ec916		DN: TxDOT	CK: KM	DW: LS/PT		CK: LS	
© TxDOT: JULY 2016	CONT	SECT	JOB		HIGHWAY		
REVISIONS	0921	06	360		S.N.T.III		
	DIST	COUNTY				SHEET NO.	
	PHR	CAMERON				115	

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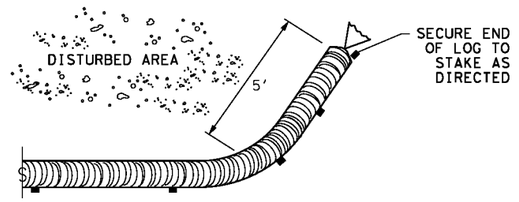
100% SUBMITTAL

DATE:
FILE:



EROSION CONTROL LOGS ON SLOPES
STAKE AND TRENCHING ANCHORING

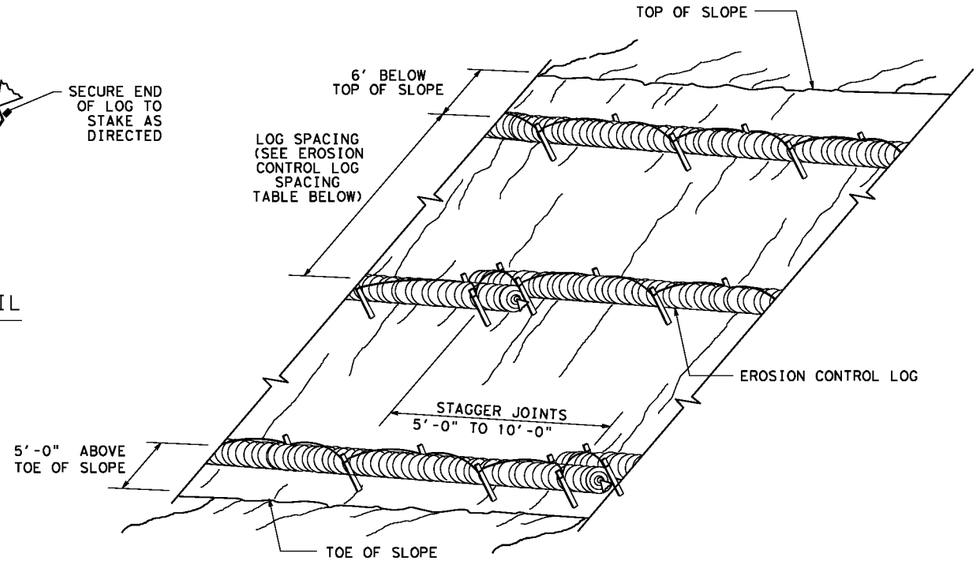
CL-SST



END SECTION RAP DETAIL

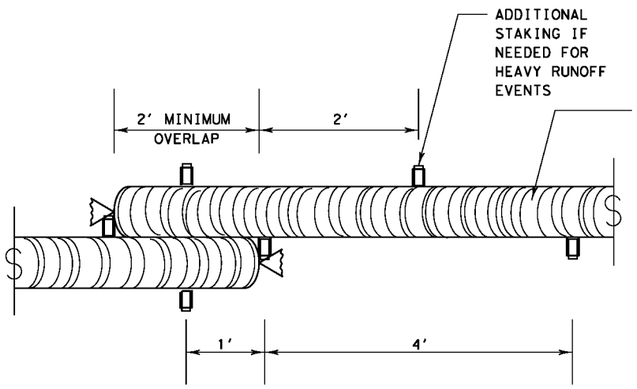
EROSION CONTROL LOG SPACING TABLE				
SLOPE	LOG DIAMETER			
	6"	8"	12"	18"
1:1 OR STEEPER	5'	10'	15'	20'
2:1	10'	20'	30'	40'
3:1	15'	30'	45'	60'
4:1 OR FLATTER	20'	40'	60'	80'

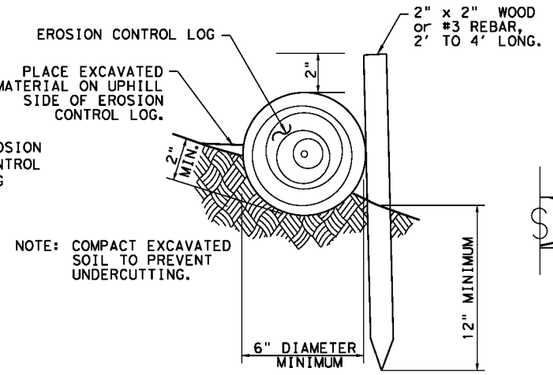
* ADJUSTMENTS CAN BE MADE FOR SOIL TYPE:
SOFT, LOAMY SOILS-ADJUST ROWS CLOSER TOGETHER;
HARD, ROCKY SOILS- ADJUST ROWS FARTHER APART



EROSION CONTROL LOGS ON SLOPES
STAKE AND LASHING ANCHORING

CL-SSL

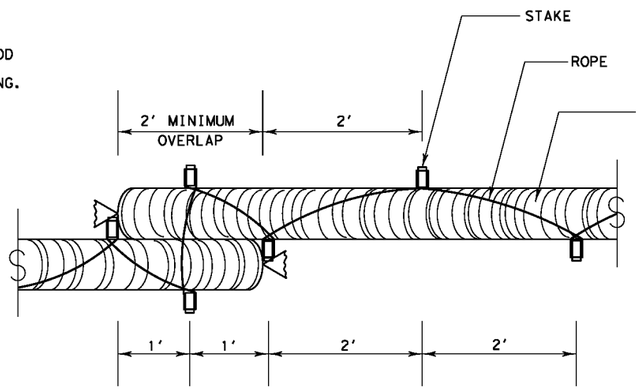


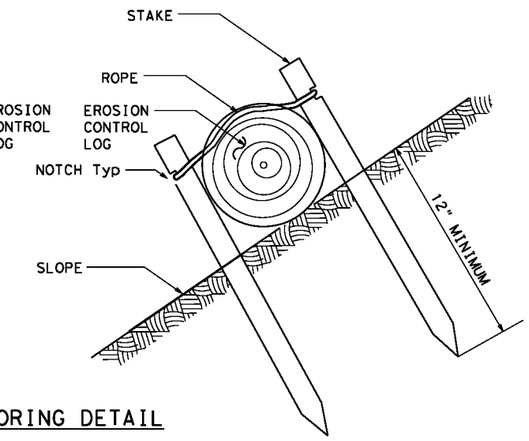


STAKE AND TRENCHING ANCHORING DETAIL

CL-SST

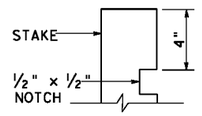
TRENCH DEPTH TABLE	
LOG DIAMETER	DEPTH
6"	2"
8"	3"
12"	4"
18"	5"





STAKE AND LASHING ANCHORING DETAIL

CL-SSL



STAKE NOTCH DETAIL

SHEET 2 OF 3

Texas Department of Transportation | Design Division Standard

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

EROSION CONTROL LOG

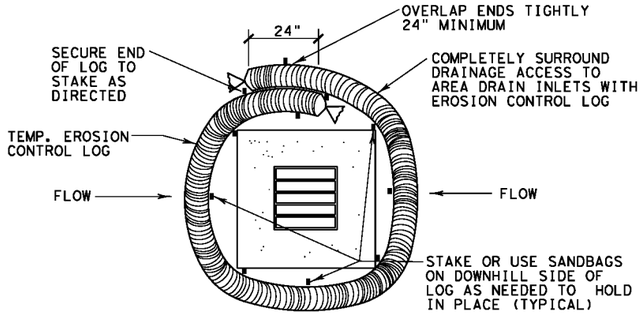
EC(9)-16

FILE: ec116	DN: TxDOT	CK: KM	DW: LS/PT	CK: LS	
© TxDOT: JULY 2016	CONT	SECT	JOB	HIGHWAY	
REVISIONS	0921	06	360	S.N.T.III	
	DIST	COUNTY		SHEET NO.	
	PHR	CAMERON		116	

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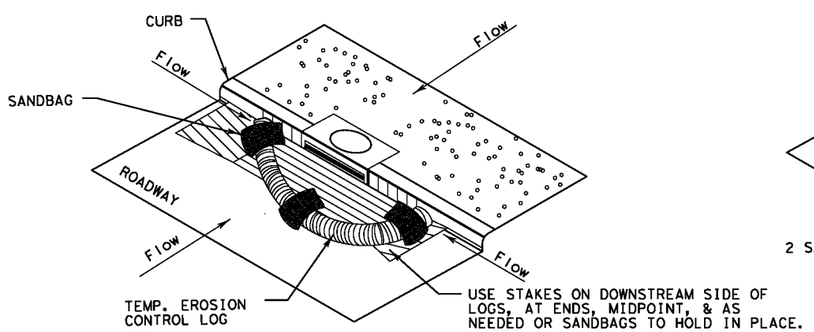
100% SUBMITTAL

DATE:
FILE:



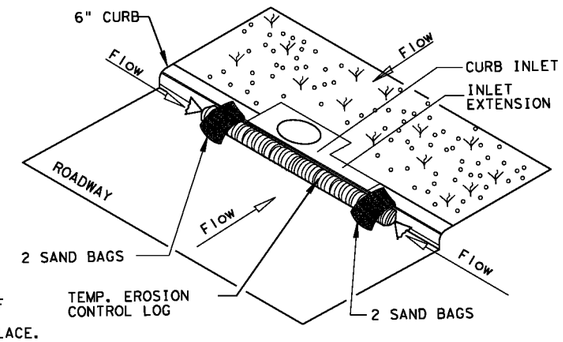
EROSION CONTROL LOG AT DROP INLET

CL-DI



EROSION CONTROL LOG AT CURB INLET

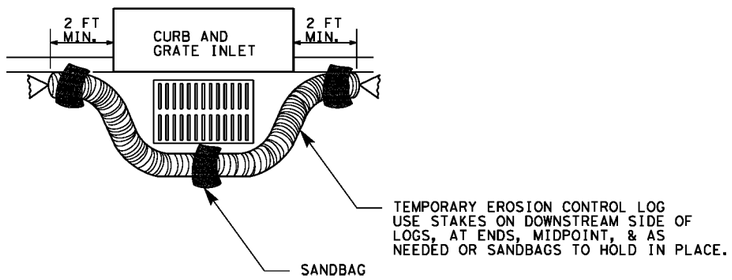
CL-CI



EROSION CONTROL LOG AT CURB INLET

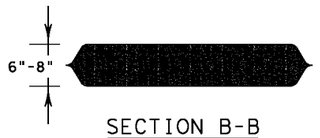
CL-CI

NOTE:
EROSION CONTROL LOGS USED AT CURB INLETS SHOULD ONLY BE USED IF THEY WILL NOT IMPEDE TRAFFIC OR FLOOD THE ROADWAY OR WHEN THE STORM SEWER SYSTEM IS NOT FULLY FUNCTIONAL.

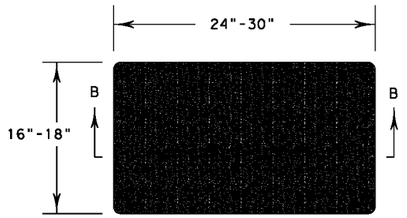


EROSION CONTROL LOG AT CURB & GRADE INLET

CL-GI



SECTION B-B



SANDBAG DETAIL

SHEET 3 OF 3

Texas Department of Transportation

Design Division Standard

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

EROSION CONTROL LOG

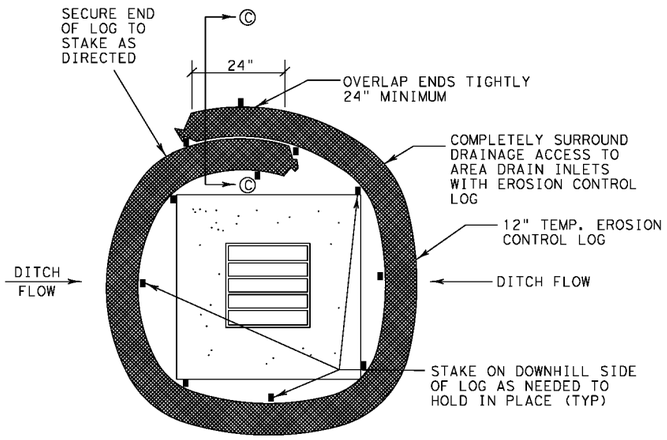
EC(9)-16

FILE: ec916	DN: TxDOT	CK: KM	DW: LS/PT	CK: LS		
© TxDOT: JULY 2016	CONT	SECT	JOB	HIGHWAY		
REVISIONS	0921	06	360	S.N.T.III		
	DIST	COUNTY		SHEET NO.		
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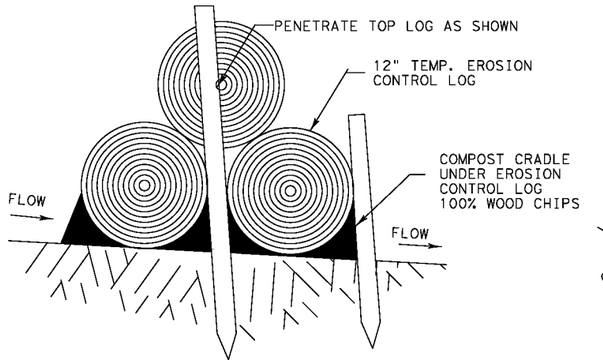
LEVELS DISPLAYED
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16
17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32
33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48
49 50 51 52 53 54 55 56 57 58 59 60 61 62 63



DROP INLET SEDIMENT TRAP

NTS

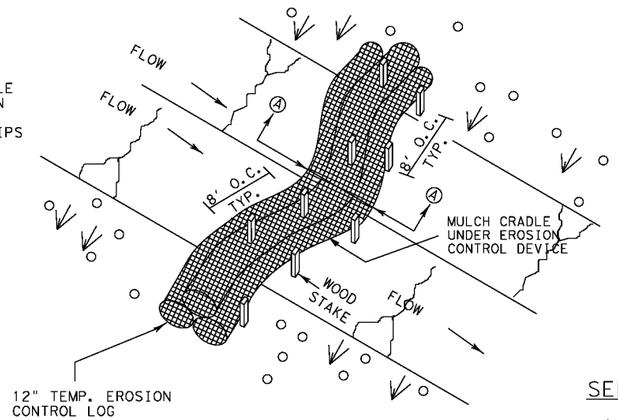
DI-ST



SECTION A-A

DITCH LINE SEDIMENT TRAP A-A

DL-ST



DITCH LINE SEDIMENT TRAP

DL-ST

PLANS SHEET LEGEND

DI-ST — DROP INLET SEDIMENT TRAP

DL-ST — DITCH LINE SEDIMENT TRAP

BOCI-ST — BACK OF CURB INLET SEDIMENT TRAP

ROW-ST — RIGHT OF WAY SEDIMENT TRAP

CI-ST — CURB INLET SEDIMENT TRAP

SEDIMENT BASIN & TRAP USAGE GUIDELINES

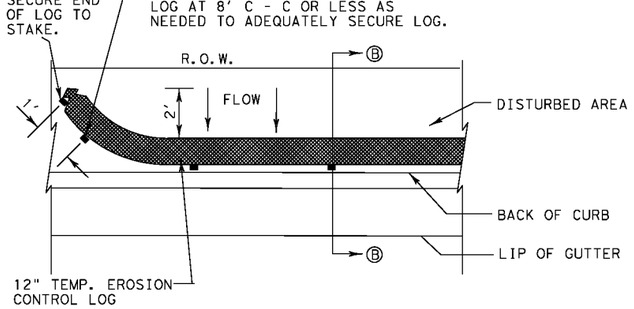
A sediment trap may be used to precipitate sediment out of runoff draining from an unstabilized area.

Traps: the drainage area for a sediment trap should not exceed 5 acres. The trap capacity should be 1800 CF/Acre (0.5" over the drainage area).

Sediment traps should be placed in the following locations:

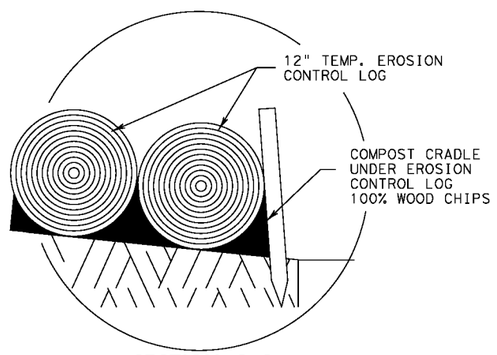
1. Immediately preceding drain inlets
2. Just before the drainage enters a water course
3. Just before the drainage leaves the right of way
4. Just before the drainage leaves the construction limits where drainage flows away from the project

The trap should be cleaned when the capacity has been reduced by ½ or the sediment has accumulated to a depth of 1', whichever is less. Cleaning and removal of accumulated sediment deposits is incidental and will not be paid for seperately.



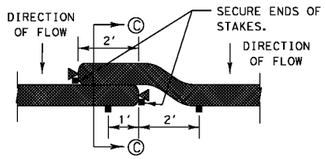
PLAN VIEW

NTS



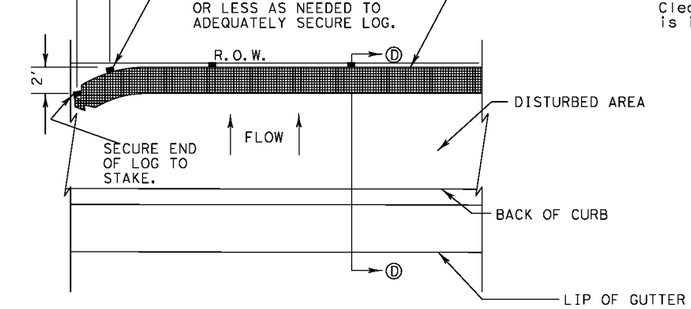
SECTION C-C

OVERLAP WITH COMPOST CRADLE



OVERLAP DETAIL PLAN VIEW

NTS

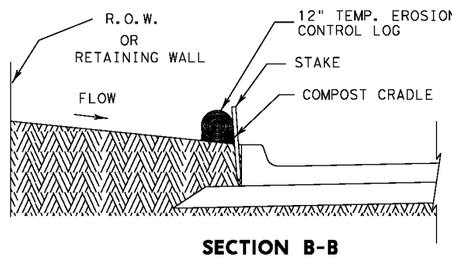


PLAN VIEW

NTS

GENERAL NOTES

1. LENGTHS OF EROSION CONTROL LOGS SHALL BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND AS REQUIRED FOR THE PURPOSE INTENDED. MAXIMUM LENGTH OF LOGS SHALL BE 30' FOR 12" DIAMETER LOGS.
2. UNLESS OTHERWISE DIRECTED, USE BIODEGRADABLE OR PHOTODEGRADABLE CONTAINMENT MESH ONLY WHERE LOG WILL REMAIN IN PLACE AS PART OF A VEGETATIVE SYSTEM. FOR TEMPORARY INSTALLATIONS, USE RECYCLABLE CONTAINMENT MESH.
3. STUFF LOGS WITH SUFFICIENT FILTER MATERIAL TO ACHIEVE DENSITY THAT WILL HOLD SHAPE WITHOUT EXCESSIVE DEFORMATION.
4. STAKES SHALL BE 2" X 2" WOOD 4' LONG, EMBEDDED SUCH THAT 2" PROTRUDES ABOVE LOG.
5. COMPOST CRADLE MATERIAL IS INCIDENTAL AND WILL NOT BE PAID FOR SEPARATELY.

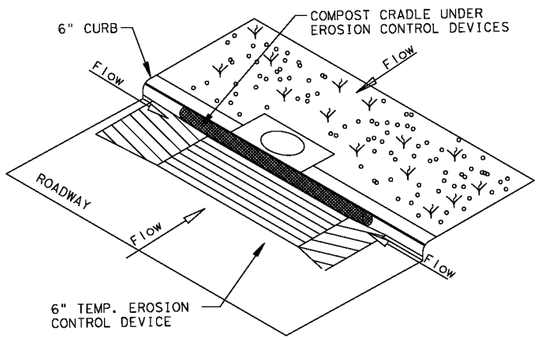


SECTION B-B

BACK OF CURB INLET SEDIMENT TRAP

NTS

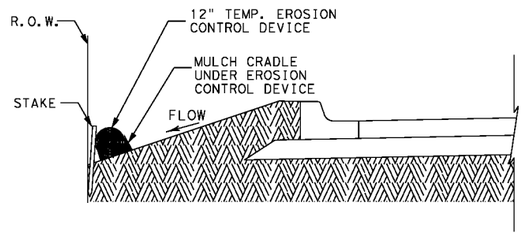
BOCI-ST



CURB INLET SEDIMENT TRAP

NTS

CI-ST



SECTION D-D

RIGHT-OF-WAY SEDIMENT TRAP

NTS

ROW-ST

PHARR DISTRICT STANDARD

Texas Department of Transportation

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TEMPORARY EROSION CONTROL LOGS

TECL-17 (PHR)

FED.RD. DIV. NO.	PROJECT NO.		HIGHWAY NO.
6			S.N.T.III
STATE	DISTRICT	COUNTY	SHEET NO.
TX	PHR	CAMERON	118
CONTROL	SECTION	JOB	
0921	06	360	

Exhibit "H"

GENERAL CONDITIONS

ARTICLE 1- DEFINITIONS
Wherever used in these General Conditions or in the other CONTRACT DOCUMENTS the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

ADDENDA- Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents or the CONTRACT DOCUMENTS.

AGREEMENT- The written Agreement between OWNER and CONTRACTOR covering the Work to be performed; other CONTRACT DOCUMENTS are attached to the Agreement and made a part thereof as provided therein.

APPLICATION FOR PAYMENT- The form accepted by the ENGINEER which is to be used by CONTRACTOR in requesting progress or final payments and which is to include such supporting documentation as is required by the CONTRACT DOCUMENTS.

BID- The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

BONDS- Bid, performance and payment bonds and other instruments of security.

CHANGE ORDER- A document recommended by ENGINEER, which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion or revisions in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

CONTRACT DOCUMENTS- The Agreement, Addenda (which pertain to the CONTRACT DOCUMENTS), CONTRACTOR'S Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all amendments, modifications and supplements issued pursuant to paragraphs 3.4 and 3.5 on or after the Effective Date of the Agreement.

CONTRACT PRICE- The moneys payable by OWNER to CONTRACTOR under the CONTRACT DOCUMENTS as stated in the Agreement.

CONTRACT TIME- The number of days (computed as provided in paragraph 17.2) or the date

stated in the Agreement for the completion of the Work.
CONTRACTOR- The person, firm or corporation with whom OWNER has entered into the Agreement.

DEFECTIVE- An adjective which when modifying the word Work refers to work that is unsatisfactory,

faulty or deficient, or does not conform to the CONTRACT DOCUMENTS, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the CONTRACT DOCUMENTS, or has been damaged prior to ENGINEER'S recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.8 or 14.10).

DRAWING- The drawings which show the character and Scope of Work to be performed and which have been prepared or approved by ENGINEER and are referred to in the CONTRACT DOCUMENTS.

EFFECTIVE DATE OF THE AGREEMENT- The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

ENGINEER- The person, firm or corporation named as such in the Agreement.

FIELD ORDER- A written order issued by ENGINEER which orders minor changes in the Work in accordance with paragraph 9.5 but which does not involve a change in the Contract Price or the Contract Time.

GENERAL REQUIREMENTS- Those described in Pages TS-1 through TS-7 of the Specifications.

LAW AND REGULATIONS; LAW OR REGULATIONS- Laws, rules, regulations, ordinances, codes and/or orders.

NOTICE OF AWARD- The written notice by OWNER or ENGINEER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.

NOTICE TO PROCEED- A written notice given by OWNER or ENGINEER to CONTRACTOR fixing the date on which the Contract Time will commence to run and on which the CONTRACTOR shall start to perform CONTRACTOR'S obligations under the CONTRACT DOCUMENTS.

OWNER- The public body or authority, corporation, association, firm or person with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be provided.
PARTIAL UTILIZATION- Placing a portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion for all the Work.

PROJECT- The total construction of which the Work to be provided under the CONTRACT DOCUMENTS may be the whole, or a part as indicated elsewhere in the CONTRACT DOCUMENTS.

RESIDENT PROJECT REPRESENTATIVE- The authorized representative of ENGINEER, who is assigned to the site or any part thereof.

SHOP DRAWINGS- All drawings, diagrams, illustrations, schedules and other date which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all

illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by Supplier and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.

SPECIFICATIONS- The portions of the CONTRACT DOCUMENTS consisting of written technical description of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

SUB-CONTRACTOR- An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Sub-Contractor for the performance of a part of the Work at the site.

SUBSTANTIAL COMPLETION- The Work (or a specified part thereof) which has progressed to the point where, in the opinion of ENGINEER as evidence by ENGINEER'S definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the CONTRACT DOCUMENTS, so that the Work, (or specified part) can be utilized for the purpose for which it is intended; or if there by no such certificate issued, when final payment is due in accordance with paragraph 14.13. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

SUPPLEMENTAL GENERAL CONDITIONS- The part of the CONTRACT DOCUMENTS which amends or supplements these General Conditions.

SUPPLIER- A manufacturer, fabricator, supplier, distributor, material-man or vendor.

UNDERGROUND FACILITIES- All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing

such facilities which have been installed underground to furnish any of the following service or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

UNIT PRICE WORK- Work to be paid for on the basis of unit prices.

WORK- The entire completed construction or the various separately identifiable parts thereof required to be furnished under the CONTRACT DOCUMENTS. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the CONTRACT DOCUMENTS.

WORK DIRECTIVE CHANGE- A written directive to CONTRACTOR, issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraphs 4.2 and 4.3 or to emergencies under paragraph 6.22. A Work Directive Change may not change the Contract Price or the Contract Time, but is evidence that the parties expect that the change directed or documented by a Work Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to

its effect, if any, on the Contract Price or Contract Time as provided in paragraph 10.2.

WRITTEN AMENDMENT- A written amendment of the CONTRACT DOCUMENTS, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the non-engineering or non-technical rather than strictly Work-related aspects of the CONTRACT DOCUMENTS.

ARTICLE 2- PRELIMINARY MATTERS DELIVERY OF BONDS:
2.1. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as Contract may be required to furnish in accordance with paragraph 5.1.

COPIES OF DOCUMENTS:

2.2. OWNER shall furnish to CONTRACTOR up to five copies (unless otherwise specified in the Supplementary Conditions) of the CONTRACT DOCUMENTS as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED:
2.3. The Contract Time will commence to run on the thirtieth day after the Effective Date of the Agreement, or if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the Effective Day of the Agreement. In no event will the Contract Time commence to run later than the seventy-fifth day after the day of Bid Opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

STARTING THE PROJECT:

2.4 CONTRACTOR shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract Time commences to run.

BEFORE STARTING CONSTRUCTION:

2.5 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error or discrepancy which CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error or discrepancy in the CONTRACT DOCUMENTS, unless CONTRACTOR has actual knowledge thereof or should reasonably have known thereof.

2.6 Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER FOR review:

2.6.1 An estimated progress schedule indicating the starting and completion dates of the various stages of the Work;

2.6.2 A preliminary schedule of Shop Drawings submissions; and

2.6.3 A preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis of progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by CONTRACTOR at the time of submission.

2.7 Before any Work at the site is started, CONTRACTOR shall deliver to OWNER, with a copy to ENGINEER, certificates (and other evidence of insurance requested by OWNER) which CONTRACTOR is required to purchase and maintain in accordance with paragraphs 5.3 and 5.4.

PRE-CONSTRUCTION CONFERENCE:

2.8 Within twenty days after the Effective Date of the Agreement, but before CONTRACTOR starts the Work at the site, a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to discuss the schedules referred to in paragraph 2.6, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

FINALIZING SCHEDULES:

2.9 At least ten days before submission of the First Application for Payment a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to finalize the schedules submitted in accordance with paragraph 2.6. The finalized progress schedule will be acceptable to ENGINEER as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on ENGINEER responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility therefore. The finalized schedule of Shop Drawing submissions will be acceptable to ENGINEER as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to ENGINEER as to form and substance.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE INTENT:
3.1. The CONTRACT DOCUMENTS comprise the entire Agreement between OWNER and CONTRACTOR concerning the WORK. The CONTRACT DOCUMENTS are complementary; what is called for by one is as binding as if called for by all. The CONTRACT DOCUMENTS will be construed in accordance with the law of the place of the Project.

3.2 It is the intent of the CONTRACT DOCUMENTS to describe a functionally complete Project (or part thereof) to be constructed in accordance with the CONTRACT DOCUMENTS. Any Work, materials or equipment that may reasonably be inferred from the CONTRACT DOCUMENTS as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment such works shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or

Regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specifications, manual or code (whether or not specifically incorporated by reference in the CONTRACT DOCUMENTS) shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER, or any of their consultants, agents or employees from those set forth in the CONTRACT DOCUMENTS, nor shall it be effective to assign to ENGINEER, or any of ENGINEER'S consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraphs 9.15 or 9.16. Clarifications and interpretations of the CONTRACT DOCUMENTS shall be issued by ENGINEER as provided in paragraph 9.4.

3.3 If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the CONTRACT DOCUMENTS, CONTRACTOR shall so report to ENGINEER in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from ENGINEER; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error or discrepancy on the CONTRACT DOCUMENTS unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS:

3.4 The CONTRACT DOCUMENTS may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

3.4.1. A formal Written Amendment,

3.4.2. A Change Order (Pursuant to paragraph 10.4), or

3.4.3. A Work Directive Change (Pursuant to paragraph 10.1).

As indicated in paragraphs 11.2 and 12.1, Contract Price and Contract Time may only be changed by a Change Order or Written Amendment.

3.5. In addition, the requirements of the CONTRACT DOCUMENTS may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

3.5.1. A Field Order (Pursuant to paragraph 9.5),

3.5.2. ENGINEER'S approval of a Shop Drawing or sample (pursuant to paragraphs 6.26 and 6.27), or

3.5.3. ENGINEER'S written interpretation or clarification (pursuant to paragraph 9.4).

REUSE OF DOCUMENTS:

3.6 Neither CONTRACTOR nor any Sub-Contractor or Supplier or other person or organization

performing or furnishing any of the Work under a direct or indirect contract with OWNER shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER; and they shall not reuse any of them on extensions of the Project of any other project without written consent of the OWNER.

ARTICLE 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

AVAILABILITY OF LANDS:

4.1 OWNER shall furnish, as indicated in the CONTRACT DOCUMENTS, the lands upon which the Work is to be performed, Rights-of-Way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the CONTRACT DOCUMENTS. If CONTRACTOR believes that any delay in OWNER'S furnishing these lands, Rights-of-Way or easements entitles CONTRACTOR to an extension of the Contract Time, CONTRACTOR may make a claim therefore as provided in Article 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.
PHYSICAL CONDITIONS:

4.2.1. Explorations and Reports: Reference is made to the Supplementary conditions for identification of those reports of explorations and tests of sub-surface conditions at the site that have been utilized by ENGINEER in preparation of the CONTRACT DOCUMENTS. CONTRACTOR may rely upon the accuracy of the technical data contained in such reports, but not upon non-technical data, interpretations for opinions contained therein or for the completeness thereof for CONTRACTOR'S purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to sub-surface conditions at the site.

4.2.2. Existing Structures: Reference is made to the Supplementary Conditions for identification of those drawings of physical conditions in or relating to existing surface and sub- surface structures (except Underground Facilities referred to in paragraph 4.3) which are at or contiguous to the site that have been utilized by ENGINEER in preparation of the CONTRACT DOCUMENTS. CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings, but not for the completeness thereof for CONTRACTOR'S purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to physical conditions in or relating to such structures.
4.2.3. Report to Differing Conditions: If CONTRACTOR believes that:

4.2.3.1 Any technical data on which CONTRACTOR is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is inaccurate, or

4.2.3.2. Any physical condition uncovered or revealed at the site differ materially from that indicated, reflected or referred to in the CONTRACT DOCUMENTS,

CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work in connection therewith (except in an emergency as permitted by paragraph 6.22), notify OWNER and

ENGINEER in writing about the inaccuracy or difference.

4.2.4. ENGINEER'S Review: ENGINEER will promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER'S findings and conclusions.

4.2.5. Possible Document Change: If ENGINEER concludes that there is a material error in the CONTRACT DOCUMENTS or that because of newly discovered conditions a change in the CONTRACT DOCUMENTS is required, a Work directive Change or a Change Order will be issued as provided in Article 10 to reflect and document the consequences of the inaccuracy or difference.

4.2.6. Possible Price and Time Adjustments: In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, will be allowable to the extend that they are attributable to any such inaccuracy or difference.

If OWNER and CONTRACTOR are unable to agree as to the amount or length thereof, a claim may be made thereof, as provided in Articles 11 and 12.

PHYSICAL CONDITIONS - UNDERGROUND FACILITIES:

4.3.1. Shown or Indicated: The information and data shown or indicated in the CONTRACT DOCUMENTS with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

4.3.1.1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and,

4.3.1.2. CONTRACTOR shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the CONTRACT DOCUMENTS, for coordination of the Work with the owners of such Underground Facilities during construction, for safety and protection thereof as provided in paragraph 6.20 and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

4.3.2. Not Shown or Indicated: If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the CONTRACT DOCUMENTS and which CONTRACTOR could not reasonable have been expected to be aware of, CONTRACTOR shall, promptly after becoming aware thereof and before performing and Work affected thereby (except in an emergency as permitted by paragraph 6.22), identify the owner of such Underground Facility and give written notice thereof to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility to determine the extent to which the CONTRACT DOCUMENTS should be modified to reflect and document the consequences of the existence of the Underground Facility, and the CONTRACT DOCUMENTS will be amended or supplemented to the extent necessary. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 6.20. CONTRACTOR shall be allowed an increase in the Contract Price or an

extension of the Contract Time, or both, to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated in the CONTRACT DOCUMENTS and which CONTRACTOR could not reasonably have been expected to be aware of. If the parties are unable to agree as to the amount or length thereof, CONTRACTOR may make a claim thereof as provided in Articles 11 and 12.

REFERENCE POINTS:

4.4. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER'S judgement are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified in the General Requirements), shall protect and preserve the established reference points and shall make no changes or relocations without written approval of OWNER.

CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

ARTICLE 5 - BOND AND INSURANCE PERFORMANCE AND OTHER BONDS:
5.1. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to Contract Price as security for the faithful performance and payment of all CONTRACTOR'S obligations under the CONTRACT DOCUMENTS. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Law or Regulations or by the CONTRACT DOCUMENTS. CONTRACTOR shall also furnish such other Bond as are required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by law or Regulation or by the Contract Documents and be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

5.2 If the surety on any Bond furnished CONTRACTOR is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.1, CONTRACTOR shall within five days thereafter substitute another Bond and Surety, both of which must be acceptable to OWNER.

CONTRACTOR'S LIABILITY INSURANCE:

5.3. CONTRACTOR shall purchase and maintain such comprehensive general liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result form CONTRACTOR'S performance and furnishing of the Work and CONTRACTOR'S other obligations under the CONTRACT DOCUMENTS, whether it is to be performed or furnished by CONTRACTOR, by any Sub-Contractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable:
5.3.1. Claims under worker's or workmen's compensation, disability benefits and other similar

employee benefit acts;

5.3.2. Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR'S employees;

5.3.3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR'S employees;

5.3.4. Claims for damages insured by personal injury liability coverage which are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, (b) by any other person for any other reason;

5.3.5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting there from;
5.3.6. Claims arising out of operation of Laws or Regulations for damages because of bodily injury or death of any person or for damage to property; and

5.3.7. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of motor vehicle.

The insurance required by this paragraph 5.3 shall include the specific coverages and be written for not less than the limits of liability and coverages provided in the Supplemental General Conditions, or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days' prior to a written notice been given to OWNER and ENGINEER by certified mail. All such insurance shall remain in effect until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing defective work in accordance with paragraph 13.12. In addition, CONTRACTOR shall maintain such completed operations insurance for at least two years after final payment and furnish OWNER with evidence of continuation of such insurance at final payment and one year thereafter.

CONTRACTUAL LIABILITY INSURANCE:

5.4. The comprehensive general liability insurance required by paragraph 5.3 will include contractual liability insurance applicable to CONTRACTOR'S obligations under paragraphs
6.30 and 6.31.

OWNER'S LIABILITY INSURANCE:

5.5. (Deleted) PROPERTY INSURANCE:
5.6. – 5.10 (Deleted)

WAIVER OF RIGHTS:
5.11.1. CONTRACTOR waives all rights against OWNER for all losses and damages caused by any of

the perils covered by the policies of insurance provided under the Supplemental General Conditions and any other property insurance applicable to the Work, and also waives all such rights against the Sub-Contractors, ENGINEER, ENGINEER'S Consultants and all other parties named as insured in such policies for losses and damages so caused. As required by paragraph 6.11, each sub-contract between CONTRACTOR, and a Sub-Contractor will
contain similar waiver provisions by the Sub-Contractor in favor of OWNER, CONTRACTOR, ENGINEER, ENGINEER'S Consultants and all other parties named as insured. None of the above waivers shall extend to the rights that any of the insured parties may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

5.11.2. CONTRACTOR intends that any policies provided under the Supplemental General Conditions shall protect all of the parties insured and provide primary coverage for all losses and damages caused by the perils covered thereby. Accordingly, all such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights or recovery against any of the parties named as insured or additional insured and if the insurers require separate waiver forms to be signed by ENGINEER or ENGINEER'S consultant or any Sub- Contractor, CONTRACTOR will obtain the same.

RECEIPT AND APPLICATION OF PROCEEDS:

5.12. (Delete)

5.13. (Delete)

ACCEPTANCE OF INSURANCE:

5.14. If OWNER has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by CONTRACTOR in accordance with paragraphs 5.3 and 5.4 on the basis of its not complying with the CONTRACT DOCUMENTS, OWNER shall notify CONTRACTOR in writing thereof within ten days of the date or delivery of such certificates to OWNER in accordance with paragraph 2.7. CONTRACTOR shall each provide to OWNER, such additional information in respect of insurance provided by each as the OWNER may reasonably request. Failure by OWNER to give such notice of objection within the time provided shall constitute acceptance of such insurance purchased by the CONTRACTOR as complying with the CONTRACT DOCUMENTS.

PARTIAL UTILIZATION- PROPERTY INSURANCE:

5.15 If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.10. The insurers of CONTRACTORS providing the property insurance shall consent to such use or occupancy by endorsement on the policy or policies, but the property insurance shall not be canceled or lapse on account of any such partial use or occupancy.

ARTICLE 6- CONTRACTOR'S RESPONSIBILITIES SUPERVISION AND SUPERINTENDENCE:

6.1. CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skill and expertise as may be necessary to perform the Work in accordance with the CONTRACT DOCUMENTS. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design or selection or a specific means, method, technique, sequence or procedure or construction which is indicated in and required by the CONTRACT DOCUMENTS. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the CONTRACT DOCUMENTS.

6.2. CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR'S representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

LABOR, MATERIALS AND EQUIPMENT:

6.3. CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the CONTRACT DOCUMENTS. CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons of the Work or property at the site or adjacent thereto, and except as otherwise indicated in the CONTRACT DOCUMENTS, all Work at the site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without OWNER'S written consent after prior written notice to ENGINEER.

6.4. Unless otherwise specified in the General Requirements, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing start-up, and completion of Work.

6.5. All materials and equipment shall be of good quality and new, except, as otherwise provided in the CONTRACT DOCUMENTS. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable
Supplier, except as otherwise provided in the CONTRACT DOCUMENTS; but no provision of any such instructions will be effective to assign to ENGINEER, or any of ENGINEER'S consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.15 or 6.16.

ADJUSTING PROGRESS SCHEDULE:

6.6 CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.9) adjustments in the progress schedule to reflect the impact thereon of new developments; these will

conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

SUBSTITUTES OR "OR-EQUAL" ITEMS:

6.7.1. Whenever materials or equipment are specified or described in the CONTRACT DOCUMENTS by using the name of a proprietary item or the name of a particular Supplier the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other Suppliers may be accepted by ENGINEER if sufficient information is submitted by CONTRACTOR to allow ENGINEER to determine that the material or equipment proposed is equivalent or equal to that named. The procedure for review by ENGINEER will include the following as supplemented in the General Requirements. Requests for review of substitute items of material and equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to ENGINEER for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice CONTRACTOR'S achievement of Substantial Completion on time, whether or not acceptance of the substitutes for use in the Work will require a change in any of the CONTRACT DOCUMENTS (or in the provisions of any other direct contract with OWNER for Work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment or any license fee of royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including cost of redesign and claims or other contractors affected by the resulting change, all of which shall be considered by ENGINEER in evaluating the proposed substitute. ENGINEER may require CONTRACTOR to furnish at CONTRACTOR'S expense additional data about the proposed substitute.

6.7.2. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the CONTRACT DOCUMENTS, CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to ENGINEER, if CONTRACTOR submits sufficient information to allow ENGINEER to determine that the substitute proposed is equivalent to that indicated or required by the CONTRACT DOCUMENTS. The procedure for review by ENGINEER will be similar to that provided in paragraph 6.7.1, as applied by ENGINEER and as may be supplemented in the General Requirements.

6.7.3. ENGINEER will be allowed a reasonable time within which to evaluate each proposed substitute. ENGINEER will be sole judge of acceptability, and no substitute will be ordered, installed or utilized without ENGINEER'S prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other surety with respect to any substitute. ENGINEER will record time required by ENGINEER and ENGINEER'S consultants in

evaluating substitutions proposed by CONTRACTOR and in making changes in the CONTRACT DOCUMENTS occasioned thereby. Whether or not ENGINEER accepts a proposed substitute, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER'S consultants for evaluating each proposed substitute.

CONCERNING SUB-CONTRACTORS, SUPPLIERS AND OTHER:

6.8.1. CONTRACTOR shall not employ any Sub-Contractor, Supplier or other person or organization (including those acceptable to OWNER and ENGINEER as indicated in paragraph 6.8.2), whether initially or as a substitute, against whom OWNER or ENGINEER may have reasonable objection. CONTRACTOR shall not be required to employ any Sub- Contractor, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

If the Supplementary Conditions require the identity of certain Sub-Contractors, Suppliers or other persons or organizations (including those who are to furnish the principal items or materials and equipment) to be submitted to OWNER in advance of the specified date prior to the Effective Date of the Agreement for acceptance by OWNER and ENGINEER and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER'S or ENGINEER'S acceptance either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in bidding documents or the CONTRACT DOCUMENTS) of any such Sub-Contractor, Supplier or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case CONTRACTOR shall submit an acceptable substitute, the Contract Price will be increased by the difference in the cost occasioned by such substitution and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER or ENGINEER of any such Sub-Contractor, Supplier or other person or organization shall constitute a waiver of any right of OWNER or ENGINEER to reject
defective Work.

6.9. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Sub-Contractor's, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct and indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR'S own acts and omissions. Nothing in the CONTRACT DOCUMENT shall create any contractual relationship between OWNER or ENGINEER and any such Sub-Contractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Sub-Contractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

6.10. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Sub-Contractors or Suppliers or delineating the Work to be performed by any specified trade.

6.11 All Work performed for CONTRACTOR by a Sub-Contractor will be pursuant to an appropriate agreement between CONTRACTOR and Sub-Contractor which specifically binds the Sub-Contractor to the applicable terms and conditions of the CONTRACT DOCUMENTS for the benefit of OWNER and

ENGINEER and contains waiver provisions as required by paragraph 5.11.

PATENT FEES AND ROYALTIES:

6.12. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the CONTRACT DOCUMENTS for use in the performance of the Work and if to the actual knowledge of OWNER and ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the CONTRACT DOCUMENTS. CONTRACTOR shall indemnify, hold harmless and defend at its cost, OWNER and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees and court and arbitration costs) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the CONTRACT DOCUMENTS, and shall defend all such claims in connection with any alleged infringement of such rights.

6.13. Unless otherwise provided in the Supplemental General Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR
shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids, or if there are not Bids on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.

LAWS AND REGULATIONS:

6.14.1. CONTRACTOR shall give all notices and comply with all laws and Regulations applicable to furnishing and performing of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR'S compliance with any Law or Regulations.

6.14.2 If CONTRACTOR observes that the Specification of Drawings are at variance with any Laws or Regulations, CONTRACTOR shall give ENGINEER prompt written notice thereof, any necessary changes will be authorized by one of the methods indicated in paragraph 3.4.

If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such Laws or Regulations, and without such notice to ENGINEER, CONTRACTOR shall bear all costs arising therefrom; however, it shall not be CONTRACTOR'S primary responsibility to made certain that the Specifications and Drawings are in accordance with such Laws and Regulations.

6.15. CONTRACTOR shall pay all sales, consumer use and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are

applicable during the performance of the Work.

USE OF PREMISES:

6.16. CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the CONTRACT DOCUMENTS and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against OWNER or ENGINEER by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by at law. CONTRACTOR shall, to the fullest extend permitted by Law and Regulations, indemnify and hold OWNER and ENGINEER harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of Engineers, Architects, Attorneys and other professional and court and arbitration costs) arising directly, indirectly or consequently out of any action, legal or equitable, brought by any such other party against OWNER or ENGINEER to the extent based on a claim arising out of work done by CONTRACTOR under the CONTRACT DOCUMENTS. It is the expressed intention of the parties hereto, both OWNER and CONTRACTOR, that the indemnity provided for in this paragraph is indemnity by CONTRACTOR to indemnify and protect OWNER from the consequences of OWNER'S own negligence, whether that negligence is the sole or a concurring cause of the injury, death or damage.

6.17. During the progress of the Work, CONTRACTOR shall keep the premises free from such accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery and surplus materials, and shall leave the site clean and ready for occupancy by OWNER. CONTRACTOR shall restore to original condition all property not designated for alteration by the CONTRACT DOCUMENTS.

6.18. CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

DOCUMENTS:

6.19. CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Directive Changes, Field Orders and Written Interpretations and Clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these Record Documents, Samples and Shop Drawings will be delivered to ENGINEER for OWNER.

SAFETY AND PROTECTION:

6.20. CONTRACTOR shall be responsible for initiation, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.20.1. All employees on the Work and other persons and organizations who may be affected thereby;

6.20.2 All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site.

6.20.3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damages, injury or loss to any property referred to in paragraphs 6.20.2 or 6.20.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, and Sub-Contractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omission of OWNER or ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR). CONTRACTOR'S duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.13 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion.

6.21. CONTRACTOR shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR'S superintendent unless otherwise designated in writing by CONTRACTOR to OWNER.

EMERGENCIES:

6.22. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from ENGINEER or OWNER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the CONTRACT DOCUMENTS have been caused thereby. If ENGINEER determines that a change in the CONTRACT DOCUMENTS is required because of the action taken in

response to any emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variations.

SHOP DRAWINGS AND SAMPLES:

6.23. After checking and verifying all field measurements and complying with applicable procedures specified in the General Requirements, CONTRACTOR shall submit to ENGINEER for review an approval in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9), or for other appropriate action if so indicated in the Supplementary Conditions, five copies (unless otherwise specified in General Requirements) of all Shop Drawings, which bear a stamp written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the CONTRACT DOCUMENTS with respect to the review of the submission. All submissions will be identified as ENGINEER may require. The data shown on the Shop Drawings will be completed with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to enable ENGINEER to review the information as required.

6.24. CONTRACTOR shall also submit to ENGINEER for review and approval with such promptness as to cause no delay in Work, all samples required by the CONTRACT DOCUMENTS. All samples will have been checked by and accompanied by a specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the CONTRACT DOCUMENTS with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

6.25.1. Before submission of each Shop Drawing or sample CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the CONTRACT DOCUMENTS.

6.25.2. At the time of each submission, CONTRACTOR shall give ENGINEER specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the CONTRACT DOCUMENTS, and in addition, shall cause a specific notation to be made on each Shop Drawing submitted to ENGINEER for review and approval of each such variation.

ENGINEER will review and approve with reasonable promptness Shop Drawings and samples, ENGINEER'S review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the CONTRACT DOCUMENTS and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the CONTRACT DOCUMENTS) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by ENGINEER, and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called by ENGINEER or previous submittals.

6.27. ENGINEER'S review and approval of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the CONTRACT DOCUMENTS unless CONTRACTOR has in writing called ENGINEER'S attention to each such variation at the time of submission as required by paragraph 6.25.2 and ENGINEER has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of paragraph 6.25.1.

6.28. Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to ENGINEER'S review and approval of the pertinent submission will be the sole expense and responsibility of CONTRACTOR.

CONTINUING THE WORK:

CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.5 or as CONTRACTOR and OWNER may otherwise agree in writing.

INDEMNIFICATION:

6.30. To the fullest extent permitted by Laws and Regulations CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and their consultants, agents and employees from and against all claims, damages, losses and expense, direct, indirect or consequential (including but not limited to fees and charges of Engineers, Architects, Attorneys and other professional and court and arbitration costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from and (b) is caused in whole or in part by any negligent act or omission of OWNER, CONTRACTOR, and Sub-Contractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a partly indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party. It is the expressed intention of the parties hereto, both OWNER and CONTRACTOR, that the indemnity provided for in this paragraph is indemnity by CONTRACTOR to indemnify and protect OWNER from the consequences of OWNER'S own negligence, whether that negligence is the sole or concurring cause of the injury, death or damage.

6.31. In any and all claims against OWNER or ENGINEER or any of their consultants, agents or employees by any employee or Contractor, any Sub-Contractor, and person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.30 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any Sub-Contractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.32. The obligations of CONTRACTOR under paragraph 6.30 shall not exceed to the liability of ENGINEER, ENGINEER'S consultants, agents or employees arising out of the preparation or approval or maps, drawings, opinions, reports, surveys, Change Orders, designs or Specifications.

ARTICLE 7-OTHER WORK RELATED WORK AT SITE:

7.1. OWNER may perform other work related to the Project at the site by OWNER'S own forces, have other work performed by utility owners or let other direct contracts therefore which shall contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the CONTRACT DOCUMENTS, written notice thereof will be given to CONTRACTOR prior to starting any such other work; and if CONTRACTOR believes that such performance will involve additional expense to CONTRACTOR or requires additional time and the parties are unable to agree as to the extent thereof, CONTRACTOR may make a claim therefore as provided in Articles 11 and 12.

7.2. CONTRACTOR shall afford each utility owner and other contractor who is a party to such a direct contract (or OWNER, if OWNER is performing the additional work with OWNER'S employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the Work with theirs. CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

7.3. If any part of CONTRACTOR'S Work depends for proper execution or results upon the work of any such other contractor or utility owner (or OWNER), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. CONTRACTOR'S failure to report will constitute and acceptance of the other work as fit and
proper for integration with CONTRACTOR'S work except for latent or non-apparent defects in the other work.

COORDINATION:

7.4. If OWNER contracts with others for the performance of other work on the Project at the site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified in the Supplementary Conditions, and the specific matters to be covered by such authority and responsibility will be itemized, and the extent of such authority and responsibilities will be provided, in the Supplementary Conditions. Unless otherwise provided in the Supplementary Conditions, neither OWNER nor ENGINEER shall have any authority or responsibility in respect of such coordination.

ARTICLE 8-OWNER'S RESPONSIBILITIES

8.1. OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.2. In case of termination of the employment or ENGINEER, OWNER shall appoint an engineer against whom CONTRACTOR makes no reasonable objection, whose status under the CONTRACT DOCUMENTS shall be that of the former ENGINEER. Any dispute in connection with such appointment shall be subject to arbitration.

OWNER shall furnish the data required of OWNER under the CONTRACT DOCUMENTS promptly and shall make payments to CONTRACTOR promptly after they are due as provided in paragraphs 14.4 and 14.14.

8.4. OWNER'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER'S identifying and making available to CONTRACTOR copies of reports of explorations and tests of sub-surface conditions at the site and existing structures which have been utilized by ENGINEER in preparing the Drawings and Specifications.

8.5. (Delete)

8.6 OWNER is obliged to execute Change Orders as indicated in paragraph 10.4.

8.7. OWNER'S responsibility in respect of certain inspections, tests and approvals is set forth in paragraph 13.4.

8.8. In connection with OWNER'S right to stop Work or suspend Work, see paragraph 13.10 and 15.1. Paragraph 15.2 deals with OWNER'S right to terminate services on CONTRACTOR under certain circumstances

ARTICLE 9-ENGINEER'S STATUS DURING CONSTRUCTION OWNER'S REPRESENTATIVE:
9.1. ENGINEER will be OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER'S representative during construction are set forth in the CONTRACT DOCUMENTS and shall not be extended without written consent of OWNER and ENGINEER.

VISITS TO SITE:

9.2. ENGINEER will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the CONTRACT DOCUMENTS. ENGINEER will not be required to made exhaustive or continuous on-site inspections to check the quality or quantity of the Work. ENGINEER'S efforts will be directed toward providing for OWNER a greater degree of confidence that the complete Work will conform to the CONTRACT DOCUMENTS. On the basis of such visits and on-site observations as an experienced and qualified design professional, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against

defects and deficiencies in the Work.

PROJECT REPRESENTATION:

9.3. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in observing the performance of the Work. The duties, responsibilities and limitations of authority of any such Resident Project Representative and assistants will be as provided in the Supplemental Conditions. If OWNER designates another agent to represent OWNER at the site who is not the ENGINEER'S agent or employee, the duties, responsibilities and limitations of authority of such other person will be provided in Supplemental Conditions.

CLARIFICATIONS AND INTERPRETATIONS:

9.4. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the CONTRACT DOCUMENTS (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the CONTRACT DOCUMENTS. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree to the
amount or extent thereof, CONTRACTOR may make a claim therefore as provided in Article 11 or Article 12.

AUTHORIZED VARIATIONS IN WORK:

9.5. ENGINEER may authorize minor variations in the Work from the requirements of the CONTRACT DOCUMENTS which do not involve an adjustment in the Contract Price of the Contract Time and are consistent with the overall intent of the CONTRACT DOCUMENTS. These may be accomplished by a Field Order and will be binding on OWNER, and also on CONTRACTOR who shall perform the Work involved promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree as to the amount thereof, CONTRACTOR may make a claim therefor as provided in Article 11 or 12.

REJECTING DEFECTIVE WORK:

9.6. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, and will also have authority to require special inspection or testing of the Work as provided in paragraph 13.9, whether or not the Work is fabricated, installed or complete.

SHOP DRAWINGS, CHANGE ORDERS AND PAYMENTS:

9.7. In connection with ENGINEER'S responsibility for Shop Drawings and samples, see paragraphs 6.23 through 6.29 inclusive.

9.8. In connection with ENGINEER'S responsibility as to Change Orders, see Articles 10,11, and 12.

9.9. In connection with ENGINEER'S responsibility in respect of Applications for Payment, etc, see

Article 14.

DETERMINATIONS FOR UNIT PRICES:

9.10. (Delete)

DECISIONS ON DISPUTES:

9.11. ENGINEER will be the initial interpreter of the requirements of the CONTRACT DOCUMENTS and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the CONTRACT DOCUMENTS pertaining to the performance and furnishing of the Work and claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Time will be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph, which ENGINEER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter will be delivered by the claimant to ENGINEER and the other party to the Agreement promptly (but in no event later than thirty days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within sixty days after such occurrence unless ENGINEER allows and additional period of time to ascertain more accurate data in support of the claim.

9.12. When functioning as interpreter and judge under paragraphs 9.10 and 9.11, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. Then rendering of a decision by ENGINEER pursuant to paragraphs 9.10 and 9.11 with respect to any such claim, dispute or other matter (except and which have been waived by the making or acceptance of final payments as provided in paragraph 14.16) will be a condition precedent to any exercise by OWNER or CONTRACTOR or such rights or remedies as either may otherwise have under the CONTRACT DOCUMENTS or by Laws or Regulations in respect of any such claim, dispute or other matter.

LIMITATIONS ON ENGINEER'S RESPONSIBILITIES:

9.13 Neither ENGINEER'S authority to act under this Article 9 or elsewhere in the CONTRACT DOCUMENTS nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any Sub-Contractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

9.14. Whenever in the CONTRACT DOCUMENTS the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory" or adjectives of the effect or import are used to describe a requirement, direction, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction review or judgment will be solely to evaluate the Work for compliance with the CONTRACT DOCUMENTS (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or

authority to undertake responsibility contrary to the provisions of paragraphs 9.15 and 6.16.

9.15. ENGINEER will not be responsible for CONTRACTOR'S means, methods, technique, sequences or procedures of construction, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible for CONTRACTOR'S failure to perform or furnish the Work in accordance with the CONTRACT DOCUMENTS.

9.16. ENGINEER will not be responsible for the acts or omissions of the CONTRACTOR or of any Sub-Contractor, any Supplier or any other person or organization performing or furnishing any of the Work.

ARTICLE 10-CHANGES IN THE WORK

Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized, be a written amendment, a Change Order or a Work Directive Change. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the CONTRACT DOCUMENTS (except as otherwise specifically indicated).

10.2. If OWNER and CONTRACTOR are unable to agree as to the extent if any of an increase or decrease in the Contract Price or an extension of shortening of the Contract Time that should be allowed as a result of a work directive change, a claim may be made therefore as provided in Article 11 or Article 12.

10.3. CONTRACTOR shall not be entitled to any increase in the Contract Price or an extension of the Contract Time with respect to any Work performed that is not required by the CONTRACT DOCUMENTS as amended modified and supplemented as provided in paragraphs 3.4 and 3.5, except in the case of any emergency as provided in paragraph 6.22 and except in the case of uncovering Work as provided in paragraph 13.9.

10.4. OWNER and CONTRACTOR shall execute appropriate Change Orders (or Written Amendments) covering:

10.4.1. Changes in the Work that are ordered by OWNER pursuant to paragraph 10.1, are required because of acceptance of defective Work under paragraph 13.13 or correcting defective Work under paragraph 13.14, or are agreed to by the parties;

10.4.2. Changes in the Contract Price or Contract Time which are agreed to by the parties; and

10.4.3. Changes in the Contract Price or Contract Time which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 9.11, provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the CONTRACT DOCUMENTS and applicable laws and regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.29.

10.5. If notice of any change affecting the general scope of the Work of the provisions of the CONTRACT DOCUMENTS (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR'S responsibility, and the amount of each applicable Bond will be adjusted accordingly.

ARTICLE 11-CHANGE OR CONTRACT PRICE

11.1. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

11.2. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Price shall be determined by ENGINEER in accordance with paragraph 9.11 if OWNER and CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this paragraph 11.2.

11.3. The value of any Work covered by a Change Order of any claim for an increase or decrease in the Contract Price shall be determined in of the following ways:

11.3.1. (Delete)

11.3.2. By mutual acceptance of a lump sum, which at the discretion of OWNER may be based in whole or in part on the same unit costs outlined in the Bid included in the CONTRACT DOCUMENTS which may include an allowance for overhead and profit.

ARTICLE 12-CHANGE OF CONTRACT TIME

12.1. The Contract Time may only be changed by a Change Order or a Written Amendment. Any Claim for an extension or shortening of the Contract Time shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within sixty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire

adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event.

All claims for adjustment in the Contract Time shall be determined by ENGINEER in accordance with paragraph 9.11 if OWNER and CONTRACTOR cannot otherwise agree. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this paragraph 12.1.

12.2. The Contract Time will be extended in an amount to time lost due to delays beyond the control of CONTRACTOR if a claim is made therefore as provided in paragraph 1.1. Such delays shall include, but not be limited to, acts or neglect by OWNER or others performing additional work as contemplated by Article 7, or to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

12.3. All time limits stated in the CONTRACT DOCUMENTS are of the essence of the Agreement. The provisions of this Article 12 shall not exclude recovery for damages (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) for delay by either party.

ARTICLE 13 - WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTIONS, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

WARRANTY AND GUARANTEE:

13.1. CONTRACTOR warrants and guarantees to OWNER and ENGINEER that all Work will be in accordance with the CONTRACT DOCUMENTS and will not be defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.

ACCESS TO WORK:

13.2. ENGINEER and ENGINEER'S representatives, other representatives of OWNER, testing agencies an governmental agencies with jurisdictional interests will have access to the work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

TESTS AND INSPECTION:

13.3. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals.

13.4. If laws and Regulations of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefore, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval.

CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection

or testing required in connection with OWNER'S or ENGINEER'S acceptance of a supplier or materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR'S purchase thereof for incorporation in the Work. The cost of all inspections, tests and approvals other than those which are required by the CONTRACT DOCUMENTS shall be paid by OWNER (unless otherwise specified).

13.5. All inspections, tests or approvals other than those required by Laws or regulations of any public body having jurisdiction shall be performed by organizations acceptable to OWNER and CONTRACTOR (or by ENGINEER if so specified).

13.6. If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR'S expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR'S intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.7. Neither observations by ENGINEER nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR'S obligations to perform the Work in accordance with the CONTRACT DOCUMENTS.

UNCOVERING WORK:

13.8. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER'S observation and replaced at CONTRACTOR'S EXPENSE.

13.9. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, a ENGINEER'S request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, (including but not limited to fees and charges of engineers, architects, attorneys and other professionals), and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim thereof, may make a claim therefore as provided in Article
11. If, however, such work is not found to be defective, CONTRACTOR shall be allowed to increase in the Contract Price or an extension of the contract time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefore as provided in Articles 11 and 12.

OWNER MAY STOP THE WORK:

13.10. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work

will conform to the CONTRACT DOCUMENTS, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this rights for the benefit of CONTRACTOR or any other party.

CORRECTION OR REMOVAL OF DEFECTIVE WORK:

13.11. If required by ENGINEER, CONTRACTOR shall promptly, as directed, either correct al defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by Engineer, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

ONE-YEAR CORRECTION PERIOD:

13.12. If within one year after the date of issue of the Certificate of Acceptance or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the CONTRACT DOCUMENTS or by any specific provision of the CONTRACT DOCUMENTS, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER'S written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with non-defective work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected pr the rejected work removed and replaced, and all direct, indirect and consequential costs and replacement (including but not limited to fees and charges of engineers, architect, attorneys, and other professionals) will be paid by CONTRACTOR.

ACCEPTANCE OF DEFECTIVE WORK:

13.13. If, instead of requiring correction of removal and replacement of defective Work, OWNER (and, prior to ENGINEER'S recommendation of final payment, also ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall bear all direct, indirect and consequential costs attributable to OWNER's evaluation of and determination to accept such defective Work (such cost to be approved by ENGINEER as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals).

If any such acceptance occurs prior to ENGINEER'S recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the CONTRACT DOCUMENTS with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefore as provided in Article 11. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

OWNER MAY CORRECT DEFECTIVE WORK:

13.14. If COCNTRACTOR fails within a reasonable time after written notice of ENGINEER to

proceed to correct and to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.11, or if CONTRACTOR fails to perform the Work in accordance with the CONTRACT DOCUMENTS, or if CONTRACTOR fails to comply with any other provision of the CONTRACT DOCUMENTS, OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR'S services related thereto, take possession of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER'S representatives, agents and employees such access to the site as may be necessary to enable OWNER to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of OWNER in Exercising such rights and remedies will be charged against CONTRACTOR in an amount approved as to reasonableness by ENGINEER, and charged against CONTRACTOR in an amount approved as to reasonableness by ENGINEER, and a Change Order will be issued incorporating the necessary revisions in the CONTRACT DOCUMENTS with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefore as provided in Article 11. Such direct, indirect and OWNER consequential costs will include but not be limited to fees and charges of engineers, architects, and other professionals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR'S defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by OWNER of OWNER'S rights and remedies hereunder.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION SCHEDULE OF VALUES:

14.1 The schedule of values established as provided in paragraph 2.9 will serve as the basis for progress payments and will be incorporated into a form of Application of Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

APPLICATION FOR PROGRESS PAYMENT:

14.2 At least twenty days before each progress payment is scheduled (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the CONTRACT DOCUMENTS. If Payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that OWNER has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER'S interest therein, all of which will be satisfactory to OWNER. The amount of retainage with respect to progress payments will be 10% (ten percent). The retainage shall be held by the owner until all the work has been satisfactorily completed and accepted in writing. At that time the

retainage may be released and included in the Final Payment.

CONTRACTOR'S WARRANTY OF TITLE:

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

REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT:

14.4 ENGINEER will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing ENGINEER'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and re-submit the Application twenty (20) days after the presentation of the Application for Payment with ENGINEER'S recommendation, the amount recommended will (subject to the provisions of the last sentence of paragraph 14.7) become due and when due will be paid by
OWNER to CONTRACTOR.

14.5 ENGINEER'S recommendation of any payment requested in an application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER'S on-site observations of the Work in progress as an experienced and qualified design professional and on ENGINEER'S review of the Application for Payment and the accompanying data and schedules that the work has progressed to the point indicated that to the best of the ENGINEER'S knowledge, information and belief, the quality of the Work is in accordance with the CONTRACT DOCUMENTS (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent test called for in the CONTRACT DOCUMENTS, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.10, and to any other qualifications stated the recommendation); and that CONTRACTOR is entitled to payment of the amount recommended.

However, by recommending any such payment ENGINEER will not thereby be deemed to have represented that exhaustive or continuous on-site inspection have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to ENGINEER in the CONTRACT DOCUMENTS or that there may be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or OWNER to withhold payment to CONTRACTOR.

14.6 ENGINEER'S recommendation of final payment will constitute an additional representation by ENGINEER to OWNER that the conditions precedent to CONTRACTOR'S being entitled to final payment as set forth in paragraph 14.13 have been fulfilled.

14.7. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER'S opinion, it would be incorrect to make such representation to OWNER. ENGINEER may also refuse to recommend any such payment, or because of tests, nullify any such payments previously recommended, to such extent as may be necessary in ENGINEER'S opinion to protect OWNER from loss because:

14.7.1 The Work is defective, or completed Work has been damaged requiring correction or replacement;

14.7.2. The Contract Price has been reduced by Written Amendment or Change Order,

14.7.3. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.14.

14.7.4. ENGINEER'S actual knowledge of the occurrence of any of the events enumerated in paragraphs 15.2.1 through 15.2.9 inclusive.

OWNER may refuse to make payment of the full amount recommended by ENGINEER because claims have been made against OWNER on account of CONTRACTOR'S performance of furnishing of the Work or Liens have been filed in connection with the Work or there are other items entitling OWNER to a set-off against the amount recommended, but OWNER must give CONTRACTOR immediate written Notice (with a copy to ENGINEER) stating the reasons for such action.

SUBSTANTIAL COMPLETION:

14.8 When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, OWNER, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER considers The Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion.

There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within fourteen days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefore. If, after consideration of OWNER'S objections, ENGINEER considers the Work substantially complete, ENGINEER will within said fourteen days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties. Unless OWNER and CONTRACTOR

agree otherwise in writing and to inform ENGINEER prior to ENGINEER'S issuing the definitive certificate of Substantial completion, ENGINEER'S aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

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

PARTIAL UTILIZATION:

14.10. Use by OWNER of any finished part of the Work, which has specifically been identified in the CONTRACT DOCUMENTS, or which OWNER, ENGINEER and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER without significant interference with CONTRACTOR'S performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

14.10.1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees, CONTRACTOR will certify to OWNER and ENGINEER that said part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, the provisions of paragraphs 14.8 and 14.9 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

14.10.2 OWNER at any time may request CONTRACTOR in writing to permit OWNER to take over operation of any such part of the Work although it is not substantially complete. A copy of such request will be sent to ENGINEER and within a reasonable time thereafter OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to OWNER and ENGINEER that such part of the Work is not ready for separate operation by OWNER, ENGINEER will finalize the list of items to be completed or corrected and will deliver such list to OWNER and CONTRACTOR together with written recommendation as to the division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work which will become binding upon OWNER and CONTRACTOR at the time when OWNER takes over such operation (unless they shall have otherwise agreed in writing and so informed ENGINEER). During such operation and prior to Substantial Completion of such part of the Work, OWNER shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.

14.10.3 No occupancy or separate operation of part of the Work will be accomplished prior to compliance with the requirements of paragraph 5.15 in respect of property insurance. FINAL INSPECTION:

14.11 Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

FINAL APPLICATION FOR PAYMENT:

14.12 After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds certificates of inspection, marked-up record documents (as provided in paragraph 6.19) and other documents-all as required by the CONTRACT DOCUMENTS, and after ENGINEER has indicated that the Work is acceptable (subject to the provisions of paragraph 14.16), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the CONTRACT DOCUMENTS, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER'S property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Sub-Contractor or Supplier fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

FINAL PAYMENT AND ACCEPTANCE:

If, on the basis of ENGINEER'S observation of the Work during construction and final inspection, and ENGINEER'S review of the final Application for Payment and accompanying documentation, all required by the CONTRACT DOCUMENTS, ENGINEER is satisfied that the Work has been completed and CONTRACTOR'S other obligations under the CONTRACT DOCUMENTS have been fulfilled, ENGINEER will, within ten days after receipt of final Application for Payment, indicate in writing ENGINEER'S recommendation of payment and present the Application to OWNER for payment.

Thereupon ENGINEER will give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.16. otherwise, the ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and re-submit the Application. Thirty days after presentation to OWNER of the Application and accompanying documentation, in appropriate form and substance, and with ENGINEER'S recommendation and notice of acceptability the amount recommended by ENGINEER will become due and will be paid by OWNER to CONTRACTOR.

14.14 If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR'S final Application for payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in paragraph 5.1, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

CONTRACTOR'S CONTINUING OBLIGATION:

14.15. CONTRACTOR'S obligation to perform and complete the Work in accordance with the CONTRACT DOCUMENTS shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the issuance of a certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the CONTRACT DOCUMENTS, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.13, nor any correction of defective Work by OWNER will constitute an acceptance of Work not in accordance with the CONTRACT DOCUMENTS or release of CONTRACTOR'S obligation to perform the Work in accordance with the CONTRACT DOCUMENTS.

WAIVER OF CLAIMS:

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

14.16.1 A waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.11 or from failure to comply with the CONTRACT DOCUMENTS or the terms of any special guarantees specified therein; however it will constitute a waiver by OWNER of any rights in respect of CONTRACTOR'S continuing obligations under the CONTRACT DOCUMENTS; and

14.16.2 A waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

ARTICLE 15- SUSPENSION OF WORK AND TERMINATION OWNER MAY SUSPEND WORK:
15.1 OWNER may at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume Work on the date so fixed. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if CONTRACTOR makes an approved claim therefore as provided in Articles 11 and 12.

OWNER MAY TERMINATE:

15.2 Upon the occurrence of any one or more of the following events:

15.2.1. If CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filling, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other Federal or State law in effect at the time relating to bankruptcy or insolvency;

15.2.2. If a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other Federal or State law in effect at the time relating to bankruptcy or insolvency;

15.2.3. If CONTRACTOR makes a general assignment for the benefit of creditors;

15.2.4. If a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose or enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR'S creditors;

15.2.5. If CONTRACTOR admits in writing as inability to pay its debts generally as they become due;

15.2.6. If CONTRACTOR persistently fails to perform the work in accordance with the CONTRACT DOCUMENTS (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment of failure to supply sufficient skilled workers or suitable materials or equipment of failure to adhere to the progress schedule established under
paragraph 2.9 as revised from time to time);

15.2.7. If CONTRACTOR disregards Law or Regulations of any public body having jurisdiction;

15.2.8. If CONTRACTOR disregards the authority of ENGINEER; or

15.2.9. If CONTRACTOR otherwise violates in any substantial way any provisions of the CONTRACT DOCUMENTS; OWNER (and the surety, if there be one) seven days written the extent notice and to permitted by Laws and Regulations, terminate the CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion) incorporated in the Work all materials and equipment stored elsewhere and finish the Work as Owner may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect and consequential costs of completing the Work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs), such excess will be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such

costs incurred by OWNER will be approved as to reasonableness by ENGINEER and incorporated in a Change Order, but when exercising any rights to remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

15.3 Where CONTRACTOR'S services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter occur. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.4. Upon seven days' written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, CONTRACTOR shall be paid for all Work executed and any expense sustained plus reasonable termination expense, which will include, but not be limited to, direct, indirect and consequential costs (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs.

CONTRACTOR MAY STOP WORK OR TERMINATE:

15.5. If, through no act or fault of CONTRACTOR, the Work is suspended for a period or more than ninety days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty days after it is submitted,
or OWNER fails for thirty days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven days' written notice to OWNER and ENGINEER stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of the obligations under paragraph 6.29 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

ARTICLE 16 - ARBITRATION
Deleted

ARTICLE 17 - MISCELLANEOUS GIVING NOTICE:
17.1 Whenever any provision of the CONTRACT DOCUMENTS requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address know to the giver of the notice.

17.2.1. When any period of time is referred to in the CONTRACT DOCUMENTS by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.2.2. A calendar day of twenty-four hours measured from midnight to the next midnight shall

constitute a day.

GENERAL:

17.3. Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provision of this paragraph 17.3 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

17.4. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligation imposed upon CONTRACTOR by paragraphs 6.30, 13.1, 13.12, 13.14, 14.3 and 15.2 and all of the rights and remedies available to OWNER and ENGINEER thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws and Regulations, by special warranty or guarantee or by other provisions of the CONTRACT DOCUMENTS, and the provisions of this paragraph will be as effective as if repeated specifically in the CONTRACT DOCUMENTS in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the CONTRACT DOCUMENTS will survive final payment and termination or completion of the Agreement.

17.5 STANDARD WORK HOURS: The standard work hours for the OWNER is 8:00 am to 5:00 pm, Monday through Friday. Should the Contractor elect to work on Saturday, Sundays or holidays, he shall be responsible for paying overtime charges for the OWNERS personnel involved. These charges will be at cost and will be calculated either at time and a half or double time, as applicable to the particular day being worked. Pre-approval shall be obtained from the Engineer or Engineer's representative by completing and signing a OWNER'S Form entitled "CONSTRUCTION INSPECTORS OVERTIME COMPENSATION AUTHORIZATION", prior to commencing any overtime work.

Any work done outside the standard workday, without prior authorization, shall be considered under unauthorized work. The Contractor is required to pay the overtime wages of the OWNER Inspectors that work overtime Mondays through Fridays at time in a half. The Contractor is responsible for the overtime wages of the ONWER inspectors that work Holidays at double time. Minimum hours will be billed to contractor for callouts or for insufficient notice of two (2) hours.

17.6 INDEMNIFICATION

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS AND REGULATIONS, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS OWNER, ENGINEER, ENGINEER'S SUBCONSULTANTS AND THE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND OTHER CONSULTANTS OF EACH AND ANY OF THEM FROM AND AGAINST ALL CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OR ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) CAUSED BY, ARISING OUT OF, OR RESULTING FROM, THE PERFORMANCE OF

THE WORK, PROVIDED THAT ANY SUCH CLAIM, COST, LOSS OR DAMAGE: (i) IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE, OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), INCLUDING THE LOSS OF USE RESULTING THEREFROM, AND
(ii) IS CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF CONTRACTOR, ANY SUBCONTRACTOR, ANY SUPPLIER, ANY PERSON, OR ORGANIZATION DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM TO PERFORM OR FURNISH ANY OF THE WORK, OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT CAUSED IN PART BY ANY NEGLIGENCE OR OMISSION OF A PERSON OR ENTITY INDEMNIFIED HEREUNDER OR WHETHER LIABILITY IS IMPOSED UPON SUCH INDEMNIFIED PARTY BY LAWS AND REGULATIONS REGARDLESS OF THE NEGLIGENCE OF ANY SUCH PERSON OR ENTITY. CLAIMS, COSTS, LOSSES, DAMAGES, SUITS AND CAUSES OF ACTION, AND ANY AND ALL LIABILITY, COSTS, EXPENSES, SETTLEMENTS, DAMAGES, AND JUDGEMENTS INCURRED IN CONNECTION THEREWITH (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS, AND ALL COURT OR ARBITRATION OR OTHER DISPUTES RESOLUTION COSTS) WHETHER ARISING IN EQUITY, AT COMMON LAW, OR BY STATUTE, INCLUDING THE TEXAS DECEPTIVE TRADE PRACTICES ACTOR SIMILAR STATUTE OF OTHER JURISDICTIONS, OR UNDER THE LAW OF CONTRACTS, TORTS (INCLUDING WITHOUT LIMITATION, NEGLIGENCE AND STRICT LIABILITY WITHOUT REGARD TO FAULT) OR PROPERTY, OF EVERY KIND OR CHARACTER… (iii) IS CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION, OTHER FAULT, BREACH OF CONTRACT OR WARRANTY, VIOLATION OF THE TEXAS DECEPTIVE TRADE PRACTICES ACT, OR STRICT LIABILITY WITHOUT REGARD TO FAULT OF CONTRACTOR…. REGARDLESS OF WHETHER OR NOT CAUSED IN PART BY ANY NEGLIGENCE OR OMISSION, OTHER FAULT, BREACH OF CONTRACT OR WARRANTY, VIOLATION OF THE TEXAS DECEPTIVE TRADE PRACTICES ACT, OR STRICT LIABILITY WITHOUT REGARD TO FAULT OF A PERSON OR ENTITY INDEMNIFIED HEREUNDER…. CONTRACTOR'S OBLIGATIONS OF INDEMNIFICATION UNDER THIS PARAGRAPH 6.20.1 SHALL NOT BE LIMITED BY THE AMOUNT OF ANY INSURANCE.
VIDEOTAPING: The Contractor shall videotape the entire job site, including access to the job site, prior to commencing work. A copy of the videotape shall be provided to the City at the Pre-Construction Conference. The videotape will be held for historical purposes and for resolving complaints/claims from affected property owners. Failure to provide such a tape shall render the contractor liable for claims. Acceptable format is standard VHS tape. Beta format is not acceptable.
Monthly videotaping by the contractor during construction is recommended to protect the contractor's interest against claims and as a basis for extras.

Exhibit "I"

SPECIAL CONDITIONS

1. COMPLETION TIME AND LIQUIDATED DAMAGES

The project as indicated in the Plans and Specifications shall be completed within the number of consecutive calendar days stated in the Contract beginning the date of the notice to commence work. Contractors shall submit a monthly request for time extensions, and such requests shall include justification in conformance with the Contract. The time set forth in the Proposal for the completion of the work is an essential element of the contract. The Contractor and Owner understand and agree that a breach of this Contract as to completion on time will cause damage to the Owner. The parties agree that for each and every calendar day the work or an portion thereof shall remain uncompleted after the expiration of the time limits, the amount per day given in the following schedule will be deducted from the money due or to become due the Contractor, not as penalty, but as liquidated damages and added expense of engineering and overhead.

The Contractor shall within the (10) days from the beginning of any delay notify the Engineer, in writing, of the causes of delay. The Engineer shall ascertain the facts, and the extent of delay and his findings of the facts thereon shall be final and conclusive.

2. CONTRACT DRAWINGS

The Contractor will be furnished three (3) complete sets of drawings by the Engineer for use during construction of the project. Only Plans and Specifications marked "Approved for Construction" and bearing signature of the Engineer on said mark shall be used as construction drawings. Any additional set of construction plans can be provided to contractor upon payment of $100.00.

3. DISPOSAL OF RUBBISH

It shall be the responsibility of the Contractor to dispose of all rubbish, brush, fencing, trees or other objectionable materials by burning, removal form the site or whatever means necessary to effect such disposal.

4. UTILITY SERVICES FOR CONSTRUCTION

Contractor will be responsible for furnishing water or any other utility services required for construction of project.

5. TESTING, INSPECTION AND CONTROL

Testing and inspection of materials required by these specifications shall be by a commercial testing laboratory. The laboratory shall be selected by the Owner and laboratory services and field testing required by the Technical Specifications for control of work, such as testing of concrete cylinders made

on the job shall be paid for by the Contractor. Additional laboratory services as dictated below shall be paid for y the Contractor:

A. The cost of laboratory services required to establish mix design for Portland Cement Concrete and Asphaltic concrete mixture, testing of aggregates, fixing gradations, the preparations and testing of design cylinders or specimens and other such services required to establish mix design, or to redesign the mix when required due to change in source of materials.

B. The Contractor shall furnish all materials and test specifications for testing as selected by the Testing Agency.

C. Mills test will be required for reinforcing steel, and cement, and mill certificates will be acceptable when it is definite that the test sheets apply to the material being supplied.

D. Any tests or inspections performed exclusively for the Contractor's convenience and for retests caused by initial nonconformance of the materials with the Contract Documents.

The testing mentioned in this section will be performed at a frequency required by the specification or at a frequency determined by the Engineer or the Engineer's representative. The Engineer shall require sufficient testing to ensure that the requirements of the specifications are met by the Contractor.

6. LICENSE, FEES AND PERMITS

It shall be the Contractor's responsibility to make necessary applications and obtain all permits required by all agencies, including, but not limited to, the City, County, State, and Federal government for this project.

7. TRAFFIC

It shall be the responsibility of the Contractor to provide for the safety and convenience of traffic so as to comply with all existing traffic regulations and ordinances as may apply.

8. UNDERGROUND OBSTACLES

Pipelines and other existing underground installations and structures in the vicinity of the work are shown on the drawings according o the best information available to the Owner. The Owner does not guarantee the accuracy of such information. The Contractor shall make every effort to locate all underground pipelines, conduits and structures by contacting owners of underground utilities an by prospecting in advance of trench excavation. The repair of existing utilities cut by the Contractor shall be made at the expense of the Contractor, and shall be scheduled so as to cause the least possible inconvenience to the public. Any delay or extra cost to the Contractor caused by pipelines or other underground structures or obstructions not shown by the Plans, or found in location of different from those indicated, shall not constitute a claim for extra work, additional payment or damages.

9. RECORD DRAWINGS

Upon completion of the project and before final payment is made to the Contractor, the Contractor shall deliver one (1) complete set of record drawings and said drawings shall be neat, accurate and orderly and produced to the satisfaction of the Engineer.

10. OTHER CONTRACTS

Other contracts may be underway concurrently in this area. Contractor shall afford other contractors and utility companies reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate his work with theirs.

11. MATERIALS AND WORKSHIP

When materials are specified by a trade or brand name, it is not the intention of the Owner to discriminate against an equal product of another manufacturer, but to set a definite standard of quality or performance and to establish an equal basis for the evaluation of bids.

12. REPAIR TO ROADS

The Contractor shall be responsible for repairing any damage to City or County Roads and road owned by the Owner which are used by the Contractor in connection with operations under this Contract. Said repair work shall be at the Contractor's expense. Any debris, mud and related sources caused by contractor will need to be hauled off and cleaned.

13. PUBLIC UTILITIES

A. All poles, wires, cables, conduits, pipelines, or other structures within the work area, belonging to municipalities or public utility corporations, shall be protected by the Contractor.
B. The Contractor will conduct the work along any section of this project which is crossed by, or adjacent to, a public utility such as high lines, sewer lines, etc., in a manner so that no damages result to these utilities. The Contractor will be held solely responsible for damages to such utilities as a result of careless or negligent operations.

14. PRE-CONSTRUCTION CONFERENCE

Upon award of a Contract to the successful bidder, the Contractor shall meet with the Engineer at a designated location and at a time set by the Engineer. A schedule of procedure for a sequence of construction shall be agreed upon at this conference.

15. LINES AND GRADES

Special attention is directed to Part 2, Paragraph 2.6, Page GC-5, of the General Conditions of Agreement. Special care should be taken by the Contractor to avoid disturbance of Engineer's horizontal and vertical control points. The protection of construction stakes (horizontal and vertical control points), is the Contractor's responsibility and re-staking or re-establishment of these points or stakes will be

done by the Engineer at the Contractor's expense. Survey Party time for re-staking will be charged at hourly rates in accordance with the Engineer's schedule of hourly rates which is in effect at the time of the re-staking. (Refer to SG5 Notification)

16. STAKING FOR CONSTRUCTION General

The staking services that the Engineer will furnish and the responsibility of the Contractor respecting the uses of and maintenance of all stakes is outlined under this section. (Refer to Notification section on this document)

No stakes will be furnished until the right-of-way or easements are acceptable condition other than clearing stakes.

Notification

The Contractor shall notify the Engineer, in writing, at least three (3) full working days in advance of the date when specific staking services are desired, giving the specific location and/or limiting stations. The Contractor shall notify the Engineer five (5) days prior to start-up so as to allow the Engineer to set his control. The Engineer shall be notified of any change of sequence which is established at pre-construction conferences. Construction stakeout is the Contractor's responsibility. (non-pay item).

Control Stakes

Stakes which constitute reference points for all construction work will be conspicuously marked with flagging tape in accordance with the code in these Specifications. It will be the responsibility of the Contractor to inform his employees and his subcontractors of their importance, and the necessity for their preservation. The cost of replacing such controls, should it become necessary for any reason whatsoever, shall be at the Contractor's expense. If the removal of a control stake is required by the construction operations of the Contractor or his subcontractors, advance notice in writing, of at least three (3) full working days shall be given to the Engineer, who will reference and remove said stake or stakes at no cost to the Contractor.

The Contractor shall employ competent grade setters to control the grading operations from the information provided on the reference stakes.

No additional stakes will be furnished, except as requested in writing by the Contractor and paid for by him. This applies to all re-staking for whatever reason, as well as for additional staking which the Contractor may request. Charges for the additional staking will be deducted from next progress payment that is issued to the Owner by the Engineer.

17. INSURANCE REQUIREMENTS

The Contractor, at his expense, shall take out and keep in force throughout the term of this Contract, the following insurance coverage in the amounts specified below to cover all of his operations in connection with the work to be performed under the Technical Specifications. The insurance certificates shall be submitted to the Owner for acceptance prior to move-in and beginning work

MINIMUM INSURANCE REQUIRMENTS

INSURANCE TYPE
Workman's Compensation General Liability
Comprehensive Form
Premises-Operations Products/Completed Operations Hazard Contractual Insurance Independent Contractors Personal Injury

Automobile Liability Comprehensive Owned
Hired
Non-owned

Excess Liability
Umbrella Form

LIMITS OF LIABILITY

As provided by Texas Workman's Compensation Act.

Bodily Injury
$300,000/Person
$500,000/Occurance Property Damage
$100,000/Occurance
$300,00/Aggregate Personal Injury
$500,000

Bodily Injury
$300,000/Person
$500,000/Occurance Property Damage
$300,000/Occurance

$100,000

The remaining term of all policies shall extend at least to the least to the completion date of this Contract; if the expiration date shall occur prior to final completion of all operations hereunder, Contractor shall, not less than fifteen (15) days prior to expiration date, furnish evidence of renewal of or extension of such insurance. All such evidence of insurance shall provide for ten (10) days prior notice to be given to Owner in the event of cancellations.

The Contractor agrees to indemnify and to hold the Owner and the Engineer harmless from and against any and all damages, claims, demands, suits, judgments and costs including attorney's fees and expenses for or on account of damage to property of any person, firm corporation, or Government agency, or

death of or injury to any person or persons (including property and employees of the Owner, the Contractor, and employees of the Contractor) directly or indirectly arising out of, or caused by or in connection with the performance of or failure to perform any work provided for hereunder by the Contractor, his subcontractors, or their or the Contractor's agents, servants, or employees.
The Contractor will be held accountable for all insurance coverage's including those of sub- contractors, and provide that all the above mentioned policies will be with insurance carriers.

18. UNBALINCING OF BIDS AND USAGE OF SPECIAL ITEMS

The Contractor's attention is directed to the fact that unbalancing of unit bid prices for any reason shall be considered justification for rejection of the bid. The Contractor may not decrease these bid prices, however, he may increase the bid prices as he may see fit. In instances where subsurface seepage of water above trench bottom requires the drying up of trench bottom, the use of washed gravelor shell in trench bottom will be permitted.

19. ARBITRATION

Arbitration under this agreement shall be subject to the provisions of the Texas General Arbitration Act, Articles 224 to 238-6, V.A.C.S. To any extend that the provisions of Section 16 of the General Conditions are in conflict with or inconsistent with any provision of such Act, the provisions of such Act shall control. Both the Owner and Contractor shall concur on Arbitration as a method of settling any particular dispute.

20. PARTIAL PAYMENTS

Article 14.2 APPLICATION FOR PROGRESS PAYMENT (Standard General Conditions of the Construction Contract) is hereby supplemented with the following:
On or before the last Monday of each month, the CONTRACTOR shall prepare and submit to the Engineer for approval or modification a statement showing as completely as practicable the total value of the work done by the Contractor up to and including the last day of the preceding month; said statement shall also include the value of all sound materials delivered on the site of the work that are to be fabricated into the work.
The OWNER shall then pay the CONTRACTOR on or before the 2nd Monday of the following month the total amount of the approved statement, less 10 percent of the amount thereof, which 10 percent shall be retained until final payment, and further less all previous payments and all further sums that may be retained by the OWNER under the terms of this Agreement. It is understood, however, that in case the whole work be near the completion and some unexpected and unusual delay occurs due to not fault or neglect on the part of the CONTRACTOR, the OWNER may-upon written recommendation of the ENGINEER- pay a reasonable and equitable portion of the retained percentage to the CONTRACTOR, or the CONTRACTOR at the OWNER'S option, may be relieved of the obligation to fully complete the work and, thereupon, the CONTRACTOR shall receive payment of the balance due him under the contract subject only to the conditions stated under "Final Payment".

EXHIBIT "G"

CONDITIONAL RELEASE OF LIENS

STATE OF TEXAS
COUNTY OF CAMERON

OWNER: The City of Brownsville
CONTRACTOR: _____
UBCONTRACTOR/SUPPLIER: _____
PROPERTY: _____

I, _____, hold the office of _____ of the Subcontractor/Supplier identified above (hereinafter "Subcontractor/Supplier").

In consideration of the sum of $_____ and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Subcontractor/Supplier hereby releases and waives any right to file a petition to establish a Mechanics Lien or other lien, or any claim to a Mechanics Lien or other lien which the Subcontractor/Supplier may now have, for such property through the date hereof, and agrees to indemnify and hold harmless Owner/Contractor and its agents and representatives from any and all claims, damages, losses, costs, expenses or liabilities, including the not limited to attorney's fees, incurred by the Owner/Contractor, its agents or representatives arising out of or resulting from the Subcontractor/Supplier's failure to pay or cause to be paid any persons or entities who may be entitled to claim a Mechanics Lien or other lien on the property by virtue of any agreement with or obligation of the Subcontractor/Supplier through the date hereof. Nothing herein contained shall in any way be deemed to restrict, modify, or waive the Subcontractor/Supplier's right to claim or assert any claim against the property for materials or labor or services hereafter furnished or performed on or about the property.

This lien release and waiver is given to secure payment in the amount of $_____ for a portion of the work under the contract and will be fully effective upon the receipt of said payment.

DATE: _____ BY: _____

WITNESS: _____

I hereby certify that on this _____ day of _____, 20__, before me, a Notary Public for the state and county aforesaid, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he/she has executed the same for the purposes herein set forth, and that the same is his act and deed. In witness hereof, I have set my hand and Notarial Seal the date and year first above written.

NOTARY PUBLIC: _____

My Commission expires on: _____

SAFETY RECORD QUESTIONNAIRE
(Must be submitted with bid form)

The City may at its discretion disqualify any bidder which has had final orders entered by the Occupational Safety and Health Review Commission (OSHRC) against the bidder, or any firm or individual acting on its behalf, for serious violations of OSHA regulations within the past three years; and/or which has been, or has had any firm or individual acting on its behalf, convicted of a criminal offense within the past ten years which resulted in serious bodily injury or death.

QUESTION ONE

Has the bidder, or any firm or individual acting on behalf of the bidder, received citations for violations of OSHA within the past three years?

YES _____ NO _____

If the bidder has indicated YES for question number one above, the bidder shall provide to the Owner, with its bid submission, complete information regarding the date of citation, location of establishment inspected, category of citation, final disposition of citation, and penalty assessed.

QUESTION TWO

Has the bidder, or any firm or individual acting on behalf of the bidder, ever been convicted of a criminal offense which resulted in serious bodily injury or death?

YES _____ NO _____

If the bidder has indicated YES for question number two above, the bidder shall provide to the Owner, with its bid submission, complete information regarding the date of offense, County where offense occurred, type of offense, final disposition of offense, and penalty assessed.

I certify that I have made no willful misrepresentations in this Questionnaire, nor have I withheld information in my statements and answers to questions. I am aware that the information given by me in this questionnaire will be investigated, with my full permission, and that any misrepresentations or omissions may cause my bid to be rejected.

_____
Signature

_____
Title

Foreword

OUTLINE OF SPECIFICATIONS

Each specification is outlined by articles and sections. The basic articles required for a specification are:

1. **DESCRIPTION**
2. **MATERIALS**
3. **EQUIPMENT**
4. **CONSTRUCTION OR WORK METHODS**
5. **MEASUREMENT**
6. **PAYMENT**

Some articles are not used in every item. Measurement and Payment articles are combined when the work described is subsidiary to bid items of the Contract.

HIERARCHY OF ORGANIZATIONAL ELEMENTS

Here "XXX" represents the item number. The hierarchy of organizational elements available below the item level is as follows:

XXX.1., Article
XXX.1.1., Section
XXX.1.1.1., Section
XXX.1.1.1.1., Section
XXX.1.1.1.1.1., Section
XXX.1.1.1.1.1.1., Section

The term section is used for all breaks below the article.

Items 1L–9L

Local Government General Requirements and Covenants

Item 1L
Abbreviations and Definitions

1. APPLICABILITY

Wherever the following terms are used in these specifications or other Contract documents, the intent and meaning will be interpreted as shown below.

2. ABBREVIATIONS

AAR	Association of American Railroads
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
AI	Asphalt Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
ALSC	American Lumber Standard Committee, Inc.
AMPP	Association for Materials Protection and Performance
AMRL	AASHTO Materials Reference Laboratory
ANLA	American Nursery and Landscape Association
ANSI	American National Standards Institute
APA	The Engineered Wood Association
API	American Petroleum Institute
APWA	American Public Works Association
AREMA	American Railway Engineering and Maintenance-of-Way Association
ASBI	American Segmental Bridge Institute
ASCE	American Society of Civil Engineers
ASLA	American Society of Landscape Architects
ASME	American Society of Mechanical Engineers
ASNT	American Society for Nondestructive Testing
ASTM	American Society for Testing and Materials
AWC	American Wood Council
AWG	American Wire Gage
AWPA	American Wood Protection Association
AWPI	American Wood Preservers Institute
AWS	American Welding Society
AWWA	American Water Works Association
BMP	Best Management Practices
CFR	Code of Federal Regulations
CMP	Corrugated Metal Pipe
COE	U.S. Army Corps of Engineers
CRSI	Concrete Reinforcing Steel Institute
DBE	Disadvantaged Business Enterprise
DMS	Departmental Materials Specification
EIA	Electronic Industries Alliance
EPA	U.S. Environmental Protection Agency
FHWA	Federal Highway Administration, U.S. Department of Transportation
FSS	Federal Specifications and Standards (General Services Administration)
GSA	General Services Administration
HUB	Historically Underutilized Business
ICEA	Insulated Cable Engineers Association

IEEE	Institute of Electrical and Electronics Engineers
IESNA	Illuminating Engineering Society of North America
IMSA	International Municipal Signal Association
ISO	International Organization for Standardization
ITE	Institute of Transportation Engineers
ITS	Intelligent Transportation System
LG	Local Government
LRFD	Load and Resistance Factor Design
MASH	Manual for Assessing Safety Hardware
MPL	Material Producer List
NCHRP	National Cooperative Highway Research Program
NCR	Nonconformance Report
NEC	National Electrical Code (Published by NFPA)
NEMA	National Electrical Manufacturers Association
NEPA	National Environmental Policy Act
NESC	National Electrical Safety Code
NFPA	National Fire Protection Association
NIST	National Institute of Standards and Technology
NPCA	National Precast Concrete Association
NRM	Nonhazardous Recyclable Material
NRMCA	National Ready Mixed Concrete Association
NSBA	National Steel Bridge Alliance
OSHA	Occupational Safety and Health Administration, U.S. Department of Labor
PCA	Portland Cement Association
PCI	Precast/Prestressed Concrete Institute
PPI	Plastics Pipe Institute
PS&E	Plans, Specifications, and Estimates
PSL	Project Specific Location
PTI	Post-Tension Institute
QA	Quality Assurance
QC	Quality Control
RCP	Reinforced Concrete Pipe
RPLS	Registered Public Land Surveyor
RRC	Railroad Commission of Texas
SBE	Small Business Enterprise
SFPA	Southern Forest Products Association
SI	International System of Units
SPIB	Southern Pine Inspection Bureau
TAC	Texas Administrative Code
TCEQ	Texas Commission on Environmental Quality
TDLR	Texas Department of Licensing and Regulation
TMUTCD	Texas Manual on Uniform Traffic Control Devices
UL	Underwriters Laboratory, Inc.
USC	United States Code
WRI	Wire Reinforcement Institute
WWPA	Western Wood Products Association

3. DEFINITIONS

3.1. **Abrasive Blasting**. Spraying blasts of pressurized air combined with abrasive media.

3.2. **Actual Cost**. Contractor's actual cost to provide labor, material, equipment, and project overhead necessary for the work.

3.3. **Addendum**. Change in proposal forms developed between advertising and bid submittal deadline.

3.4. **Additive Alternate**. A bid item contained in a proposal that is not a regular item or a replacement alternate bid item. The additive alternate item(s) include work that may be added to the base bid at the time of letting.

3.5. **Advertisement**. The public announcement required by law inviting bids for work to be performed or materials to be furnished.

3.6. **Affiliates**. Two or more Bidders are affiliated if they share common officers, directors, or stockholders; a family member of an officer, director, or stockholder of one Bidder serves in a similar capacity in another of the Bidders; an individual who has an interest in, or controls a part of, one Bidder either directly or indirectly also has an interest in, or controls a part of, another of the Bidders; the Bidders are so closely connected or associated that one of the Bidders, either directly or indirectly, controls or has the power to control another Bidder; one Bidder controls or has the power to control another Bidder; or the Bidders are closely allied through an established course of dealings, including, but not limited to, the lending of financial assistance. Refer to 43 TAC § 9.12(g), "Affiliated Entities."

3.7. **Air Blasting**. Spraying blasts of pressurized air free of oil and moisture.

3.8. **Air Temperature**. The temperature measured in degrees Fahrenheit (°F) in the shade, not in the direct rays of the sun, and away from artificial heat.

3.9. **Anticipated Profit**. Profit for work not performed.

3.10. **Apparent Low Bidder**. The Bidder determined to have the numerically lowest total bid as a result of the tabulation of bids by the Owner.

3.11. **Architect of Record**. A person registered as an architect or licensed as a landscape architect, in conformance with State law, exercising overall responsibility for the design or a significant portion of the design and performing certain Contract administration responsibilities as described in the Contract; or a firm employed by the Owner to provide professional architectural services.

3.12. **Arterial Highway**. A highway used primarily for through traffic and usually on a continuous route.

3.13. **Available Bidding Capacity**. Not applicable to Locally Let projects.

3.14. **Award**. The Owner's acceptance of a Contractor's bid for a proposed Contract that authorizes the Owner to enter into a Contract.

3.15. **Bid**. The offer from the Bidder for performing the work described in the proposal.

3.16. **Bid Bond**. The security executed by the Contractor and the Surety furnished to the Owner to guarantee payment of liquidated damages if the Contractor fails to enter into an awarded Contract.

3.17. **Bid Error**. A mathematical mistake made by a Bidder in the unit price entered into the proposal.

3.18. **Bidder**. An individual, partnership, limited liability company, corporation, or joint venture submitting a bid for a proposed Contract.

3.19. **Bidders Questionnaire**. A prequalification form that reflects detailed equipment and experience data but waives audited financial data.

3.20. **Bidding Capacity**. Not applicable to Locally Let projects.

3.21. **Blast Cleaning**. Using one of the blasting methods including, but not limited to water blasting, low-pressure water blasting, high-pressure water blasting, abrasive blasting, water-abrasive blasting, shot blasting, slurry blasting, water -injected abrasive blasting, and brush blasting.

3.22. **Bridge**. A structure, including supports, erected over a depression or an obstruction (e.g., water, a highway, or a railway) with a roadway or track for carrying traffic or other moving loads, and having an opening measured along the center of the roadway of more than 20 ft. between faces of abutments, spring lines of arches, or extreme ends of the openings for multiple box culverts.

3.23. **Brush Blasting**. Sweeping lightly with an abrasive blast to remove loose material.

3.24. **Building Contract**. Not applicable to Locally Let projects.

3.25. **Callout Work**. Contracts, or work items in Contracts, that require a Contractor's response on an as-needed basis (e.g., see Item 351, "Flexible Pavement Structure Repair").

3.26. **Certificate of Insurance**. A form approved by the Owner covering insurance requirements stated in the Contract.

3.27. **Change Order**. Written order to the Contractor detailing changes to the specified work, item quantities, or any other modification to the Contract.

3.28. **Commission**. The Texas Transportation Commission or authorized representative.

3.29. **Concrete Construction Joint**. A joint formed by placing plastic concrete in direct contact with concrete that has attained its initial set.

3.30. **Concrete Repair Manual**. TxDOT manual specifying methods and procedures for concrete repair as an extension of the standard specifications.

3.31. **ConcreteWorks©**. TxDOT-owned software for concrete heat analysis. Software is available on the TxDOT's website.

3.32. **Confidential Questionnaire**. A prequalification form that reflects detailed financial and experience data.

3.33. **Construction Contract**. A Contract entered under state law for the construction, reconstruction, repair, or maintenance of a segment of the Owner's or State transportation highway system.

3.34. **Consultant**. The licensed professional engineer or engineering firm, or the architect or architectural firm, registered in the State of Texas and under Contract to the Owner to perform professional services. The consultant may be the Engineer or architect of record or may provide services through and be subcontracted to the Engineer or architect of record.

3.35. **Contract**. The agreement between the Owner and the Contractor establishing the obligations of the parties for furnishing of materials and performance of the work prescribed in the Contract documents.

3.36. **Contract Documents**. Elements of the Contract including, but not limited to, the plans, specifications incorporated by reference, special provisions, special specifications, Contract bonds, change orders, and supplemental agreements.

3.37. **Contract Time**. The number of working days specified for completion of the work, including authorized additional working days.

3.38. **Contractor**. The individual, partnership, limited liability company, corporation, or joint venture and all principals and representatives with which the Contract is made by the Owner.

3.39. **Control of Access**. The condition in which the right to access of owners or occupants of abutting land or other persons in connection with a highway is fully or partially controlled by public authority.

3.40. **Control Point**. An established point shown on the plans to provide vertical and horizontal references for geometric control for construction.

3.41. **Controlled Access Highway**. Any highway to or from which access is denied or controlled, in whole or in part, from or to abutting land or intersecting streets, roads, highways, alleys, or other public or private ways.

3.42. **Cross-Sections**. Graphic representations of the original ground and the proposed facility, at right angles to the centerline or base line.

3.43. **Culvert**. Any buried structure providing an opening under a roadway for drainage or other purposes. Culverts may also be classified as bridges. (See Section 1.3.22., "Bridge.")

3.44. **Cycle**. The activity necessary for performing the specified work within the right of way project limits once.

3.45. **Daily Road-User Cost**. Damages based on the estimated daily cost of inconvenience to the traveling public resulting from the work.

3.46. **Debar (Debarment)**. Disqualification of an entity from bidding on or entering into a Contract with the Owner, from participating as a subcontractor under a Contract with the Owner, and from participating as a supplier of materials or equipment to be used under a Contract with the Owner.

3.47. **Department**. The Texas Department of Transportation (TxDOT).

3.48. **Departmental Materials Specifications**. Reference specifications for various materials published by the Materials and Tests Division.

3.49. **Detour**. A temporary traffic route around a closed portion of a road.

3.50. **Direct Traffic Culvert**. Concrete box culvert whose top slab is used as the final riding surface or is to have an overlay or other riding surface treatment.

3.51. **Disadvantaged Business Enterprise**. A for-profit small business certified through the Texas Unified Certification Program in accordance with 49 CFR Part 26, that is at least 51% owned by one or more socially and economically disadvantaged individuals, or in the case of a publicly owned business, in which at least 51% of the stock is owned by one or more socially and economically disadvantaged individuals, and whose management and daily business operations are controlled by one or more of the individuals who own it.

3.52. **Divided Highway**. A highway with separate roadways intended to move traffic in opposite directions.

3.53. **Easement**. A real property right acquired by one party to use land belonging to another party for a specified purpose.

3.54. **Electronic Vault**. The Owner's bidding system where electronic bids are stored before bid opening.

3.55. **Engineer**. The Chief Engineer of the Owner or the authorized representative of the Chief Engineer.

3.56. **Equipment Watch**. Publication containing equipment rental rates.

3.57. **Escalation Ladder**. A process to determine issue resolution during the course of the Contract.

3.58. **Expressway**. A divided arterial highway for through traffic with full or partial control of access and generally with grade separations at intersections.

3.59. **Family Member**. A family member of an individual is the individual's parent, parent's spouse, stepparent, stepparent's spouse, sibling, sibling's spouse, spouse, child, child's spouse, spouse's child, spouse's child's

spouse, grandchild, grandparent, uncle, uncle's spouse, aunt, aunt's spouse, first cousin, or first cousin's spouse. Refer to 43 TAC § 9.12(g), "Affiliated Entities."

3.60. **Force Account**. Payment for directed work based on the actual cost of labor, equipment, and materials furnished with markups for project overhead and profit.

3.61. **Freeway**. An expressway with full control of access.

3.62. **Frontage Road**. A local street or road auxiliary to and located along an arterial highway for service to abutting property and adjacent areas and for control of access (sometimes known as a service road, access road, or insulator road).

3.63. **Hazardous Materials or Waste**. Hazardous materials or waste include, but are not limited to, explosives, compressed gas, flammable liquids, flammable solids, combustible liquids, oxidizers, poisons, radioactive materials, corrosives, etiologic agents, and other material classified as hazardous by 40 CFR 261, or applicable state and federal regulations.

3.64. **High-Pressure Water Blasting**. Water blasting with pressures between 5,000 and 10,000 psi.

3.65. **Highway, Street, or Road**. General terms denoting a public way for purposes of and related to vehicular, pedestrian, and bicycle travel, including the entire area within the right of way including Intersections and Easements; all related structures, improvements, and appurtenances, including but not limited to the roadside and roadside facilities, drainage systems, signal systems, and other traffic in formation and control systems; or other structures or improvements that directly or indirectly serve public travel. Recommended usage in urban areas is highway or street, and in rural areas, highway or road.

3.66. **Historically Underutilized Business (HUB)**. A corporation, sole proprietorship, partnership, or joint venture formed for the purpose of making a profit certified by the Texas Building and Procurement Commission, and 51% owned by one or more persons who are economically disadvantaged because of their identification as members of certain groups, including African Americans, Hispanic Americans, Asian-Pacific Americans, Native Americans, or women, and have a proportionate interest and demonstrate active participation in the control, operation, and management of the business' affairs. Individuals meeting the HUB definition are required to be residents of the State of Texas. Businesses that do not have their primary headquarters in the State of Texas are not eligible for HUB certification.

3.67. **In Writing**. Communication memorialized, including written or electronic documentation by email or letter only.

3.68. **Incentive and Disincentive Provisions**. An adjustment to the Contract price of a predetermined amount for each day the work is completed ahead of or behind the specified milestone, phase, or Contract completion dates. The amount of the incentive and disincentive is determined based on estimated costs for engineering, traffic control, delays to the motorists, and other items involved in the Contract.

3.69. **Independent Assurance Tests**. Tests used to evaluate the sampling and testing techniques and equipment used in the acceptance program. The tests are performed by the Owner and are not used for acceptance purposes.

3.70. **Inspector**. The person assigned by the Engineer to inspect for compliance with the Contract any or all parts of the work and the materials used.

3.71. **Intelligent Transportation System**. An integrated system that uses video and other electronic detection devices to monitor traffic flows.

3.72. **Intersection**. The general area where two or more highways, streets, or roads join or cross, including the roadway and roadside facilities for vehicular, pedestrian, and bicycle traffic movements within it.

3.73. **Island**. An area within a roadway from which vehicular traffic is intended to be excluded, together with any area at the approach occupied by protective deflecting or warning devices.

3.74. **Joint Venture**. Any combination of individuals, partnerships, limited liability companies, or corporations submitting a single bid proposal.

3.75. **Lane Rental**. A method to assess the Contractor daily or hourly rental fees for each lane, shoulder, or combination of lanes and shoulders taken out of service.

3.76. **Letting**. The receipt, opening, tabulation, and determination of the apparent low Bidder.

3.77. **Letting Official**. The employee empowered by the Owner to officially receive bids and close the receipt of bids at a letting.

3.78. **Licensed Professional Engineer**. A person who has been duly licensed by the Texas Board of Professional Engineers to engage in the practice of engineering in the State of Texas; also referred to as a Professional Engineer.

3.79. **Limits of Construction**. An area with established boundaries, identified within the highway right of way and easements, where the Contractor is permitted to perform the work.

3.80. **Local Street or Road**. A street or road primarily for access to residence, business, or other abutting property.

3.81. **Low-Pressure Water Blasting**. Water blasting with pressures between 3,000 and 5,000 psi.

3.82. **Major Item**. An item of work included in the Contract that has a total cost equal to or greater than 5% of the original Contract or $100,000 whichever is less. A major item at the time of bid will remain a major item. An item not originally a major item does not become one through the course of the Contract.

3.83. **Material Producer List**. TxDOT-maintained list of approved products, materials, laboratories, service providers, manufacturers, and producers.

3.84. **Materially Unbalanced Bid**. A bid that generates a reasonable doubt that award to the Bidder submitting a mathematically unbalanced bid will result in the lowest ultimate cost to the Owner.

3.85. **Materials Contract**. Not applicable to Locally Let projects.

3.86. **Materials Supplier's Questionnaire**. A prequalification form that reflects basic information, such as company contact, signature authority, and other requirements, but waives financial, equipment, and experience data.

3.87. **Mathematically Unbalanced Bid**. A bid containing bid prices that do not reflect reasonable actual costs plus a reasonable proportionate share of the Bidder's anticipated profit, overhead costs, and other indirect costs.

3.88. **Median**. The portion of a divided highway separating the traffic lanes in opposite directions.

3.89. **Milestone Date**. The date that a specific portion of the work is to be completed before the completion date for all work under the Contract.

3.90. **Monolithic Concrete Placement**. The placement of plastic concrete in such manner and sequence to prevent a construction joint.

3.91. **National Holidays**. January 1, the last Monday in May, July 4, the first Monday in September, the fourth Thursday in November, December 24, and December 25.

3.92. **Nonhazardous Recyclable Material**. A material recovered or diverted from the nonhazardous waste stream for the purposes of reuse or recycling in the manufacture of products that may otherwise be produced using raw or virgin materials.

3.93. **Nonresident Bidder**. A Bidder whose principal place of business is not in Texas. This includes a Bidder whose ultimate parent company or majority owner does not have its principal place of business in Texas.

3.94. **Nonresponsive Proposal**. A proposal that does not meet the criteria for acceptance contained in the proposal form.

3.95. **Non-Site-Specific Contracts**. Contracts where a geographic region is specified for the work and work orders, with or without plans, detail the limits and work to be performed.

3.96. **Notification**. Either written or oral instruction to the Contractor. Voice mail is oral notification.

3.97. **Pavement**. That part of the roadway with a constructed surface for the use of vehicular traffic.

3.98. **Pavement Structure**. Combination of surface course and base course placed on a subgrade to support the traffic load and distribute it to the roadbed.

3.98.1. **Base Course**. One or more layers of specified material thickness placed on a subgrade to support a surface course.

3.98.2. **Subgrade**. The top surface of a roadbed upon which the pavement structure, shoulders, and curbs are constructed.

3.98.3. **Subgrade Treatment**. Modifying or stabilizing material in the subgrade.

3.98.4. **Surface Course**. Pavement structure layers designed to accommodate the traffic load. The top layer resists skidding, traffic abrasion, and the disintegrating effects of climate and is sometimes called the wearing course.

3.99. **Payment Bond**. The security executed by the Contractor and the Surety, furnished to the Owner to guarantee payment of all legal debts of the Contractor pertaining to the Contract.

3.100. **Performance Bond**. The security executed by the Contractor and the Surety, furnished to the Owner to guarantee the completion of the work in accordance with the terms of the Contract.

3.101. **Plans**. The drawings approved by the Engineer, including true reproductions of the drawings that may show the location, character, dimensions, and details of the work and are a part of the Contract. Documents may include drawings or digital files.

3.102. **Power of Attorney for Surety Bonds**. An instrument under corporate seal appointing an attorney-in-fact to act on behalf of a Surety in signing bonds.

3.103. **Prequalification**. The process for determining a Contractor's eligibility to bid work.

3.104. **Prequalification Statement**. The forms on which required information is furnished concerning the Contractor's ability to perform and finance the work.

3.105. **Project-Specific Location**. A material source, plant, waste site, parking area, storage area, field office, staging area, haul road, or other similar location either outside the project limits or within the project limits but not specifically addressed in the Contract.

3.106. **Proposal**. The offer from the Bidder submitted on the prescribed form, including addenda issued, giving unit bid prices for performing the work described in the plans and specifications.

3.107. **Proposal Form**. The form printed and sent to the Bidder by the Owner or printed by the Bidder from the Owner's bidding system.

3.108. **Proposal Guaranty**. The security furnished by the Bidder as a guarantee that the Bidder will enter into a Contract if awarded the work.

3.109. **Quality Assurance (QA)**. Sampling, testing, inspection, and other activities conducted by the Engineer to determine payment and make acceptance decisions.

3.110. **Quality Control (QC)**. Sampling, testing, and other process control activities conducted by the Contractor to monitor production and placement operations.

3.111. **Ramp**. A section of highway for the primary purpose of making connections with other highways.

3.112. **Recurring Maintenance Work Contracts**. Contracts or work for which maintenance is needed at the same location on more than one occasion (e.g., mowing Contracts for which mowing cycles are requested on multiple occasions).

3.113. **Referee Tests**. Tests requested to resolve differences between Contractor and Engineer test results.

3.114. **Regular Item**. A bid item contained in a proposal and not designated as an additive alternate or replacement alternate bid item.

3.115. **Rental Rate Blue Book for Construction Equipment**. Publication containing equipment rental rates.

3.116. **Repair**. Performed under Transportation Code §223, Subchapter A for Highway Improvement Contracts and includes restoration of a Highway, Street, or Road by replacing or putting together, in whole or in part, what is torn, broken, or otherwise damaged. Repair denotes the process of restoring all or part of a Highway, Street, or Road that has been subjected to decay, waste, injury, partial destruction, erosion, dilapidation, degradation, etc.

3.117. **Replacement Alternate**. A bid item identified the proposal form that a Bidder may substitute for a specific regular item of work.

3.118. **Responsive Bid**. A proposal that meets all requirements of the proposal form for acceptance.

3.119. **Right of Way**. A general term denoting land or property devoted to transportation purposes.

3.120. **Roadbed**. The graded portion of a highway prepared as foundation for the pavement structure and shoulders. On divided highways, the depressed median type and the raised median type highways are considered to have two roadbeds. Highways with a flush median are considered to have one roadbed. Frontage roads are considered separate roadbeds.

3.121. **Road Master**. A railroad maintenance official in charge of a division of railway.

3.122. **Roadside**. The areas between the outside edges of the shoulders and the right of way boundaries. Unpaved median areas between inside shoulders of divided highways and areas within interchanges are included.

3.123. **Roadway**. The portion of the highway (including shoulders) used by the traveling public.

3.124. **Routine Maintenance Contract**. Not applicable to Locally Let projects.

3.125. **Sandblasting, Dry**. Spraying blasts of pressurized air combined with sand.

3.126. **Sandblasting, Wet**. Spraying blasts of pressurized water combined with sand.

3.127. **Shot Blasting**. Spraying blasts of pressurized air combined with metal shot.

3.128. **Shoulder**. That portion of the roadway contiguous with the traffic lanes for accommodation of stopped vehicles for emergency use or for lateral support of base and surface courses.

3.129. **Sidewalk**. Portion of the right of way constructed exclusively for pedestrian use.

3.130. **Slurry Blasting**. Spraying blasts of pressurized air combined with a mixture of water and abrasive media.

3.131. **Small Business Enterprise**. A firm (including affiliates) whose annual gross receipts do not exceed the U.S. Small Business Administration's size standards for 4 consecutive yr.

3.132. **Special Provisions**. Additions or revisions to these standard specifications or special specifications.

3.133. **Special Specifications**. Supplemental specifications applicable to the Contract not covered by these standard specifications.

3.134. **Specifications**. Directives or requirements issued or made pertaining to the method and manner of performing the work or to quantities and qualities of materials to be furnished under the Contract. References to DMSs, ASTM or AASHTO specifications imply the latest standard or tentative standard in effect on the date of the proposal. The Engineer will consider incorporation of subsequent changes to these documents in accordance with Item 4, "Scope of Work."

3.135. **State**. The State of Texas.

3.136. **State Holiday**. A holiday authorized by the State Legislature excluding optional State holidays and not listed in Section 1.3.91., "National Holidays." A list of State holidays can be found on the TxDOT's website.

3.137. **Station**. A unit of measurement consisting of 100 horizontal ft.

3.138. **Subcontract**. The agreement between the Contractor and subcontractor establishing the obligations of the parties for furnishing of materials and performance of the work prescribed in the Contract documents.

3.139. **Subcontractor**. An individual, partnership, limited liability company, corporation, or any combination thereof that the Contractor sublets, or proposes to sublet, any portion of a Contract, excluding a material supplier, a hauling firm hauling only from a commercial source to the project, a truck owner-operator, a wholly owned subsidiary, or specialty-type businesses such as security companies and rental companies.

3.140. **Subsidiary**. Materials, labor, or other elements that because of their nature or quantity have not been identified as a separate item and are included within the items on which they necessarily depend.

3.141. **Substantial Completion of Work**. The date (day) when all project work requiring lane or shoulder closures or obstructions is completed, and traffic is following the lane arrangement as shown on the plans for the finished roadway; all pavement construction and surfacing are complete; and traffic control devices and pavement markings are in their final position, unless otherwise shown on the plans. The Engineer may make an exception for permanent pavement markings provided the lack of markings does not cause a disruption to traffic flow or an unsafe condition for the traveling public, and work zone pavement markings are in place.

3.142. **Substructure**. The part of the structure below the bridge seats but not including bearings, drilled shafts, or piling. Parapets, back walls, wing walls of the abutments, and drainage structures are considered parts of the substructure.

3.143. **Superintendent**. The representative of the Contractor who is available at all times and able to receive instructions from the Engineer or authorized Owner representatives and to act for the Contractor.

3.144. **Superstructure**. The part of the structure above the bridge seats or above the springing lines of arches and including the bearings. Flatwork construction may be considered superstructure.

3.145. **Supplemental Agreement**. Written agreement entered into between the Contractor and the Owner and approved by the Surety, covering alterations and changes in the Contract. A supplemental agreement is used by the Owner whenever the modifications include assignment of the Contract from one entity to another or other cases as desired by the Owner.

3.146. **Surety**. The corporate body or bodies authorized to do business in Texas bound with and for the Contractor for the faithful performance of the work covered by the Contract and for the payment for all labor and material supplied in the prosecution of the work.

3.147. **Surplus Materials**. Any debris or material related to the Contract not incorporated into the work.

3.148. **Suspension**. Action taken by the Owner or federal government pursuant to regulation that prohibits a person or company from entering into a Contract, or from participating as a subcontractor, or supplier of materials or equipment used in a highway improvement Contract as defined in Transportation Code, Chapter 223, Subchapter A.

3.149. **Traffic Lane**. The strip of roadway intended to accommodate the forward movement of a single line of vehicles.

3.150. **Traveled Way**. The portion of the roadway for the movement of vehicles, exclusive of shoulders and auxiliary lanes.

3.151. **Truck Owner-Operator**. An individual who owns and operates one truck for hire.

3.152. **UT-Bridge**. TxDOT-owned software for steel girder erection. Software is available on the TxDOT's website.

3.153. **UT-Lift**. TxDOT-owned software for steel girder erection. Software is available on the TxDOT's website.

3.154. **Utility**. Privately, publicly, or cooperatively owned lines, facilities, and systems for producing, transmitting, or distributing communications, power, heat, gas, oil, water, waste, or stormwater that are not connected with the highway drainage, signal systems, or other products that directly or indirectly serve the public; the utility company.

3.155. **Verification Tests**. Tests used to verify accuracy of QC and QA and mixture design testing.

3.156. **Water-Abrasive Blasting**. Spraying blasts of pressurized water combined with abrasive media.

3.157. **Water Blasting**. Spraying blasts of pressurized water of at least 3,000 psi.

3.158. **Water-Injected Abrasive Blasting**. Abrasive blasting with water injected into the abrasive and air stream at the nozzle.

3.159. **Wholly Owned Subsidiary**. A legal entity owned entirely by the Contractor or subcontractor.

3.160. **Work**. The furnishing of all labor, materials, equipment, and incidentals necessary for the successful completion of the Contract.

3.161. **Work Order**. Written notice to the Contractor to begin the work. The work order may include the date when work and time charges will begin, the allowable number of working days, and plan sheets providing details specific to a location or to an item of work for non-site-specific work. A work order is part of the Contract.

3.162. **Written Notice**. Written notice is considered to have been duly given if delivered in person to the individual or member to whom it is intended or if sent by regular, registered, or certified mail and delivered to the last

known business address; sent by facsimile to the last known phone number; or sent by email to the last known address. The date of the letter will serve as the beginning day of notice. Unclaimed mail or failure to provide current contact information will not be considered a failure to provide written notice.

Item 2L
Instructions to Bidders

1. INTRODUCTION

Instructions to the Contractor in these specifications are generally written in active voice, imperative mood. The subject of imperative sentences is understood to be "the Contractor." The Owner's responsibilities are generally written in passive voice, indicative mood. Phrases such as "as approved," "unless otherwise approved," "upon approval," "as directed," "as verified," "as ordered," and "as determined" refer to actions of the Engineer unless otherwise stated, and it is understood that the directions, orders, or instructions to which they relate are within the limitations of and authorized by the Contract.

2. ELIGIBILITY OF BIDDERS

Obtain a prequalification form from the Department's website. A Bidder must be prequalified by Confidential Questionnaire at the time of bid opening. Comply with all technical prequalification requirements in the proposal.

2.1. **Confidential Questionnaire (CQ)**. Submit a CQ and an audited financial statement for approval. Once prequalified, a Bidder's eligibility is valid for a period of 1 yr. from the balance sheet statement date.

2.2. **Bidder's Questionnaire (BQ)**. Bidders prequalified with a BQ are only eligible to bid on projects identified as being waived from the requirements of Section 2L.2.1., "Confidential Questionnaire (CQ)." These projects are designated with a "W" on the Proposal Request Form. Submit a BQ for approval. Once prequalified, a Bidder's eligibility is valid for a period of 1 yr. from the date the BQ was received by the Department.

3. ISSUING PROPOSAL FORMS

The Owner will issue a proposal form to a prequalified Bidder if the Engineer's estimate is within that Bidder's available bidding capacity. Request a proposal form electronically from the Owner's website. A proposal form printed directly from the Owner's website is for informational purposes only and will not be accepted as an official proposal form. In the case of a joint venture (JV), all JV participants must be prequalified. An equally divided portion of the Engineer's estimate must be within each participant's available bidding capacity.

The Owner will not issue a proposal form if one or more of the following apply:

- the Bidder is suspended or debarred by the Commission or TxDOT,
- the Bidder has not fulfilled the requirements for prequalification,
- the Bidder does not have the available bidding capacity,
- the Bidder is prohibited from rebidding a specific proposal form due to a bid error on the original proposal form,
- the Bidder failed to enter into a Contract on the original award,
- the Bidder was defaulted or terminated on the original Contract, unless the Owner terminated in the best interest of the State or the public,
- the Bidder or a subsidiary or affiliate of the Bidder has received compensation from the Owner to participate in the preparation of the plans or specifications on which the bid or Contract is based,
- the Bidder is ineligible to bid on any proposed Contract in accordance with Article 7L.15., "Responsibility for Damage Claims,"
- the Bidder failed to attend a mandatory pre-bid conference,

- the Bidder or affiliate of the Bidder that was originally determined as the apparent low Bidder on a project but was deemed nonresponsive for failure to submit a DBE commitment as specified in Article 2L.14., "Disadvantaged Business Enterprise (DBE)," is prohibited from rebidding that specific project, or
- the Bidder or affiliate of the Bidder that was originally determined as the apparent low Bidder on a project but was deemed nonresponsive for failure to register or participate in the Department of Homeland Security (DHS) E-Verify system as specified in Article 2.15., "Department of Homeland Security (DHS) E-Verify System," is prohibited from rebidding that specific project.

4. INTERPRETING ESTIMATED QUANTITIES

The quantities listed on the proposal form are approximate and will be used for the comparison of bids. Payments will be made for the work performed in accordance with the Contract.

5. EXAMINING DOCUMENTS AND WORK LOCATIONS

Examine the proposal form, plans, specifications, and specified work locations before submitting a bid for the work. Submitting a bid will be considered evidence that the Bidder has performed this examination. Borings, soil profiles, water elevations, and underground utilities shown on the plans were obtained for the Owner's use in the preparation of the plans. This information is provided for the Bidder's information only, and the Owner makes no representation as to the accuracy of the data. Be aware of the difficulty of accurately classifying all material encountered in making foundation investigations, the possible erosion of stream channels and banks after survey data have been obtained, and the unreliability of water elevations other than for the date recorded.

Oral explanations, instructions, or consideration for Contractor-proposed changes on the proposal form given during the bidding process are not binding. Only requirements included on the proposal form, associated specifications, plans, and Owner-issued addenda are binding. Request explanations of documents in adequate time to allow the Owner to reply before the bid opening.

Immediately notify the Owner of any error, omission, or ambiguity discovered in any part of the proposal form and Contract documents. The Owner will issue addenda when appropriate.

6. PREPARING THE BID

Prepare the bid on the proposal form furnished by the Owner. Informational proposal forms printed from the Owner's website will not be accepted.

Specify a unit price in dollars and cents for each regular item and additive alternate item, or replacement alternate item for which an estimated quantity is given.

When "Working Days" is an item, submit the number of working days to be used to complete the Contract or phases of the Contract shown on the plans.

The Owner will not accept an incomplete bid. A bid that has one or more of the deficiencies listed below is considered incomplete:

- certifications were not acknowledged,
- a regular item or the additive alternate item is left blank,
- a regular item and the corresponding replacement alternate item are left blank,
- the proposal form submitted had the incorrect number of items,
- the Bidder did not acknowledge all addenda, or
- additionally, for printed bids:

- the blank spaces for each item as required on the bid form are not filled in by writing in words in ink,
- the bid was not signed in ink in the complete and correct name of the bidder making the bid, and signed by the person or persons authorized to bind the bidder, or
- unit prices were not stated in dollars and cents for each bid item listed on the bid form, except in the case of a regular bid item that has an alternate bid item.

7. NONRESPONSIVE BID

The Owner will not accept a nonresponsive bid. A bid that has one or more of the deficiencies listed below is considered nonresponsive:

- the Bidder failed to acknowledge receipt of all addenda issued,
- the proposal form was signed by a person who was not authorized to bind the Bidder or Bidders,
- the proposal guaranty did not comply with the requirements contained in this Item,
- the bid was in a form other than the official proposal form issued by the Owner,
- the Bidder modified the bid in a manner that altered the conditions or requirements for work as stated in the proposal form,
- the Bidder bid more than the maximum or less than the minimum number of allowable working days shown on the plans when working days was an item,
- a typed proposal form does not contain the information in the format shown on the "Example of Bid Prices Submitted by Computer Printout" on the proposal form,
- the Bidder did not meet the requirements of the technical qualification,
- The bidder is not prequalified by TxDOT

8. ELECTRONIC BID

The Bidder is responsible for taking the appropriate measures to submit a bid. These measures include, but are not limited to acquiring hardware, software, and Internet connectivity needed for submitting a bid via the Owner's bidding system.

8.1. **Proposal Form**. Use the electronic proposal form in the Owner's bidding system. When regular bid items have corresponding replacement alternate items, select the bid item or group of items to be used for the bid tabulation. Acknowledge all addenda listed in the Owner's bidding system.

The electronic proposal form does not contain the special provisions, special specifications, general notes, and other Contract documents. These documents are included by reference.

8.2. **Proposal Guaranty**. Provide a proposal guaranty in the amount indicated on the proposal form. Use an electronic bid bond. Guaranty checks or printed bid bonds will not be accepted.

For a JV, the bond must be in the name of all JV participants. Enter the bond authorization code into the Owner's bidding system.

It is the Bidder's responsibility to ensure the electronic bid bond is issued in the name or Owner vendor identification numbers of the Bidder or Bidders.

8.3. **Submittal of Bid**. Submit the bid to the vault using the Owner's bidding system.

8.4. **Revising the Proposal Form**. Make desired changes in the Owner's bidding system up until the time and date set for the opening of bids. The last bid submitted to the vault will be used for tabulation purposes.

8.5. **Withdrawing a Bid**. Submit an electronic or written request to withdraw a bid before the time and date set for the opening. The Owner will not accept oral requests. An electronic request must be made using the Owner's bidding system.

If a bidder is unable to withdraw an electronic bid using the Owner's bidding system, a written request may be submitted. A written request must be signed and submitted to the Letting Official conducting the letting, with proof of identification. The request must be made by a person authorized to bind the Bidder or Bidders. In the case of a JV, the Owner will accept a request from any person authorized to bind a party to the JV. The Owner may require written delegation of authority to withdraw a bid when the individual sent to withdraw the bid is not authorized to bind the Bidder or Bidders.

9. PRINTED BID

9.1. **Proposal Form**. Mark all entries in ink. As an alternative to hand writing the unit prices on the proposal form, submit a typed proposal form. A typed proposal form must contain the information in the format shown on the "Example of Bid Prices Submitted by Computer Printout" on the proposal form.

When regular bid items have corresponding replacement alternate items, select the bid item or group of items to be used for the bid tabulation. Acknowledge all addenda by checking the appropriate box on the addendum acknowledgement page. Provide the complete and correct name of the Bidder submitting the bid. A person authorized to bind the Bidder must sign the proposal form. In the case of a JV, provide the complete and correct name of all Bidders submitting the bid. In the case of a JV, the person signing the proposal form must be authorized to bind all JV participants.

9.2. **Proposal Guaranty**. Provide a proposal guaranty in the amount indicated on the proposal form. Use either a guaranty check or a printed bid bond. An electronic bid bond may be used as the guaranty. Ensure the electronic bid bond meets the requirements of Section 2L.8.2., "Proposal Guaranty," and submit the electronic bid bond with the printed bid.

9.2.1. **Guaranty Check**. When used, make the check payable to the Owner. The check must be a cashier's check, money order, or teller's check drawn by or on a state or national bank, or a state or federally chartered credit union (collectively referred to as "bank"). The check must be dated on or before the date of the bid opening. Postdated checks will not be accepted. The type of check or money order must be indicated on the face of the instrument, except in the case of a teller's check, and the instrument must be no more than 90 days old. A check must be made payable at or through the institution issuing the instrument, be drawn by a bank and on a bank, or be payable at or through a bank. The Owner will not accept personal checks, certified checks, or other types of money orders.

9.2.2. **Bid Bond**. When a bond is used, use the bid bond form provided by the Owner. Submit the bid bond in the amount specified with the powers of attorney dated and attached. The bond must be dated on or before the date of the bid opening, bear the impressed seal of the Surety, and be signed by the Bidder or Bidders and an authorized individual of the Surety. As an alternative for JV Bidders, each Bidder may submit a separate bid bond completed as outlined in this Section. Bid bonds will only be accepted from Sureties authorized to execute a bond under and in accordance with state law.

9.3. **Submittal of Bid**. Place the completed proposal form and the proposal guaranty in a sealed envelope marked to indicate the contents.

When submitting by mail or delivery service, place the envelope in another sealed envelope and address as indicated in the official advertisement. It is the Bidder's responsibility to ensure that the sealed bid arrives at the location described on or before the time and date set for the bid opening. To be accepted, the bid must be in the hands of the Letting Official by that time of opening regardless of the method chosen for delivery.

9.4. **Revising the Proposal Form**. Make desired changes to the proposal form in ink, initial each change made, and submit the proposal to the Letting Official. Correction fluid or tape will be considered a change to the bid and requires the initials of the Bidder. The Owner will not revise a bid on behalf of a Bidder.

9.5. **Withdrawing a Bid**. Submit to the Letting Official conducting the letting a written request to withdraw a bid before the time and date set for the opening. The Owner will not accept oral requests. A written request must be signed and submitted to the Letting Official conducting the letting, with proof of identification. The request must be made by a person authorized to bind the Bidder or Bidders. In the case of a JV, the Owner will accept a request from any person authorized to bind a party to the JV. The Owner may require written delegation of authority to withdraw a bid when the individual sent to withdraw the bid is not authorized to bind the Bidder or Bidders.

10. OPENING AND READING OF BIDS

At the time, date, and location specified in the official advertisement, the Letting Official will publicly open and read bids.

11. TABULATING BIDS

11.1. **Official Total Bid Amount**. The Owner will sum the products of the quantities and the unit prices bid on the proposal form to determine the official total bid amount, except as provided in Section 2L.11.5., "Consideration of Unit Prices." The official total bid amount is the basis for determining the apparent low Bidder. The total bid amounts will be compared and the results made public.

11.2. **Consideration of Bid Format**. When a Bidder submits both an electronic bid and a printed bid that are responsive, the unit bid prices in the electronic bid will be used to determine the total bid amount. If the electronic bid is incomplete or nonresponsive, the printed bid will be used in the tabulation of the total bid amount.

If a Bidder submits two or more printed bids, all responsive bids will be tabulated. The bid with the lowest tabulation will be used to determine the total bid amount.

11.3. **Rounding of Unit Prices**. The Owner will round off all unit bids involving fractional parts of a cent to the nearest one-tenth cent ($0.001) in determining the amount of the bid as well as computing the amount due for payment of each item under the Contract. For rounding purposes, entries that contain five-hundredths of a cent ($0.0005) or more will be rounded up to the next highest tenth of a cent, while entries that contain less than five-hundredths of a cent will be rounded down to the next lowest tenth of a cent and in accordance with Section 2L.11.5., "Consideration of Unit Prices." Bids less than one-tenth of a cent ($0.001) will be rounded to one-tenth of a cent ($0.001). When credit items are included (negative unit prices), rounding is performed on the absolute value.

11.4. **Interpretation of Unit Prices**. The Owner will make a documented determination of the unit bid price if a unit bid price is illegible or conflicting in the case of replacement alternate items. The Owner's determination will be final.

11.5. **Consideration of Unit Prices**. Unit bid price entries such as no dollars and no cents, zero dollars and zero cents, or numerical entries of less than $0.001 will be tabulated as one-tenth of a cent ($0.001). Proposals in which unit bid prices have been left blank are incomplete and nonresponsive.

11.5.1. **Alternate Items**. If a proposal has a regular and corresponding alternate item or group of items, the proposal will be considered complete if:

- the regular item or group of regular items has unit prices entered,
- the alternate item or group of alternate items has unit prices entered, or
- both regular item or group of regular items and alternate item or group of alternate items have unit prices entered. The Owner will use the price bid for the regular or the alternate item, or group of items, that will result in the lowest cost to the State.

The bid will be considered incomplete and nonresponsive if:

- a regular item or group of regular items is left blank, or
- a corresponding alternate item or group of alternate items is left blank.

11.5.2. **Additive Alternate Items**. The Owner will sum the products of the quantities and the unit prices bid for the regular items on the proposal form to determine the total bid amount for the base bid. The official total bid amount will be determined by the summation of the base bid plus a predetermined order of additive alternate items, not to exceed the Owner's budgeted amount for the Contract. An estimate of the budgeted amount may be shown on the plans.

The Contract will identify the base bid work and additive alternate work to be performed. The Owner makes no guarantee that the additive alternate work will be required.

11.5.3. **A + B Bidding**. The official total bid amount will be determined by the summation of the Contract amount and the time element. The Owner will use the following formula to make the calculation:

A + B1 + B2 + BX + … + BT

The Contract amount, equal to A in the formula, is determined by the summation of the products of the approximate quantities shown in the proposal and the unit bid prices bid, and the time element, equal to B1, B2, BX (when phases are included as bid components), and BT (substantial completion of the project when included as a bid component), of the bid is determined by multiplying the number of working days bid to substantially complete the project, or phases, by the daily road-user cost (RUC) shown on the plans. When partial days are bid, they will be rounded up to the nearest whole day.

The formula above determines the low Bidder and establishes the Contract time or time for specific phases of the Contract.

11.5.4. **Rubber Additives**. For proposed Contracts without federal funds, if an alternate item for "Hot Asphalt-Rubber Surface Treatments" or "Hot-Mix Asphalt Concrete Pavement" that contains ground tire rubber is shown on the proposal form and the Bidder bids that alternate item, the amounts bid for "Hot Asphalt-Rubber" and "Aggregate" or "Hot-Mix Asphalt Concrete" will be reduced to 85% of the amounts actually bid. This reduction will only be used for the purposes of determining the lowest Bidder. To qualify, the ground tire rubber used must be produced from scrap tire ground in a facility in Texas. Payment for "Hot Asphalt-Rubber" and "Aggregate" or "Hot-Mix Asphalt Concrete" will be at the actual unit prices bid.

11.5.5. **Home State Bidding Preference**. For the purpose of determining the apparent low Bidder on proposed Contracts without federal funds, the Owner will select the option that results in the greatest bidding preference to the resident Bidder.

11.5.5.1. **Reverse Application of Non-Resident Bidder's Home State Bidding Preference**. The total bid amount will be based upon the reverse application of the non-resident Bidder's home state bidding preference, if any. This will also apply to another state's preference for a Bidder that offers materials grown, produced, processed, or manufactured in that state.

Any reverse application of the home state bidding preference will be the greater of the following:

- the amount by which a resident Bidder would be required to underbid the non-resident Bidder to obtain a comparable contract in the state in which the non-resident's principal place of business is located; or

- the amount by which a resident Bidder would be required to underbid the non-resident Bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the Contract will be performed.

11.5.5.2. **Texas Home State Bidding Preference**. A Bidder will be considered the apparent low Bidder if the Bidder's home office is located in this state and their bid does not exceed an amount equal to 105% of the apparent low bid received from a Bidder whose home office is not located in this state. This will not apply to a Bidder from a bordering state whose state does not give a preference to a Bidder in a manner similar to this Section.

12. CONSIDERATION OF BID ERRORS

The Owner will consider a claim of a bid error by the apparent low Bidder if the following requirements have been met:

- a written notification is submitted to the Owner within 5 business days after the date the bid is opened and
- the submittal identifies the items of work involved and includes bidding documentation. The Owner may request clarification of submitted documentation.

The Owner will evaluate the claim of a bid error by the apparent low Bidder by considering the following:

- the bid error relates to a material item of work,
- the bid error amount is a significant portion of the total bid,
- the bid error occurred despite the exercise of ordinary care, and
- the delay of the proposed work will not impact cost and safety to the public.

Acceptance of the bid error claim by the Owner will result in the rejection of all bids. The erring Contractor will not be allowed to bid the project when it is re-let. Rejection of bids due to the Contractor's bid error may result in the application of remedial actions by the Owner.

13. TIE BIDS

If the official total bid amount for two or more Bidders is equal and those bids are the lowest submitted, each tie Bidder will be given an opportunity to withdraw their bid. If two or more tie Bidders do not withdraw their bids, the low Bidder will be determined by a coin toss or a series of coin tosses when there are more than two Bidders. If all tie Bidders request to withdraw their bids, no withdrawals will be allowed and the low Bidder will be determined by a coin toss or a series of coin tosses when there are more than two Bidders. The Letting Official will preside over the proceedings.

14. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The apparent low bidder must submit DBE commitment information on federally funded projects with DBE goals within 5 calendar days (as defined in 49 CFR Part 26, Subpart A) of bid opening. For a submission that meets the 5-day requirement, administrative corrections will be allowed.

If the apparent low Bidder fails to submit their DBE information within the specified timeframe, they will be deemed nonresponsive. The Bidder forfeiting the proposal guaranty will not be considered in future proposals for the same work unless there has been a substantial change in the design of the work. The Owner may recommend that the Commission:

- reject all bids, or
- award the Contract to the new apparent low Bidder, if the new apparent low Bidder has already submitted DBE information to the Owner.

If the new apparent low Bidder did not submit the required DBE information:

- the new apparent low Bidder will not be deemed nonresponsive,
- the new apparent low Bidder's guaranty will not be forfeited,
- the Owner will reject all bids,
- the new apparent low Bidder will remain eligible to receive future proposals for the same project, and
- the proposal guaranty of the original apparent low bidder will become the property of the Owner, not as a penalty, but as liquidated damages.

15. DEPARTMENT OF HOMELAND SECURITY (DHS) E-VERIFY SYSTEM

The Owner will not award a Contract to a Contractor that is not registered in the DHS E-Verify system. Remain active in E-Verify throughout the life of the Contract. In addition, in accordance with Article 8L.2., "Subcontracting," sixth paragraph, include this requirement in all subcontracts and require that subcontractors remain active in E-Verify until their work is completed.

If the apparent low Bidder does not appear in the DHS E-Verify system before award, the Contractor must submit documentation showing that they are compliant within 5 calendar days after bid opening. A Contractor that fails to comply or respond within the deadline will be declared nonresponsive. The Bidder forfeiting the proposal guaranty will not be considered in future proposals for the same work unless there has been a substantial change in the scope of the work.

The Owner may recommend to:

- reject all bids or
- award the Contract to the new apparent low Bidder, if the Owner is able to verify the Bidder's participation in the DHS E-Verify system.

If the Owner is unable to verify the new apparent low Bidder's participation in the DHS E-Verify system:

- the new apparent low Bidder will not be deemed nonresponsive,
- the new apparent low Bidder's guaranty will not be forfeited,
- the Owner will reject all bids,
- the new apparent low Bidder will remain eligible to receive future proposals for the same project, and
- the proposal guaranty of the original low bidder will become the property of the Owner, not as a penalty, but as liquidated damages.

Item 3L
Award and Execution of Contract

1. AWARD OF CONTRACT

The Owner or original award authority will award, reject, or defer the Contract within 90 days after the opening of the proposal. The Owner reserves the right to reject any or all proposals and to waive technicalities in the best interest of the Owner.

1.1. **Award**. The Owner or original award authority will award the Contract to the low Bidder as determined in accordance with Article 2L.11., "Tabulating Bids." The Owner may award a Contract to the second lowest Bidder when the following requirements have been met:

- the low Bidder withdraws their bid or fails to enter into Contract,
- the second lowest Bidder agrees to perform the work at the unit bid prices of the low Bidder,
- the Owner recommends in writing the award of the Contract to the second lowest Bidder, and
- the Owner's governing body agrees with the Owner recommendation for award to the second lowest Bidder.

1.2. **Rejection**. The Owner or original award authority will reject the Contract if:

- collusion may have existed among the Bidders. Collusion participants will not be allowed to bid future proposals for the same Contract,
- the low bid is mathematically and materially unbalanced. The Bidder will not be allowed to bid future proposals for the same Contract,
- the lowest bid is higher than the Owner's estimate, and re-advertising for bids may result in a lower bid,
- the low bid contains a bid error that satisfies the requirements and criteria in Article 2L.12., "Consideration of Bid Errors," or
- rejection of the Contract is in the best interest of the Owner.

1.3. **Deferral**. The Owner may defer the award or rejection of the Contract when deferral is in the best interest of the Owner.

2. RESCINDING OF AWARD

The Owner or original award authority reserves the right to cancel the award of any Contract before Contract execution with no compensation due when the cancellation is in the best interest of the Owner. The Owner will return the proposal guaranty to the Contractor.

3. DISADVANTAGED BUSINESS ENTERPRISE (DBE) AND SMALL BUSINESS ENTERPRISE (SBE)

Submit all DBE and SBE information in the timeframe specified when required by the proposal.

4. EXECUTION OF CONTRACT

Provide the following within 15 days after written notification of award of the Contract.

4.1. **Contract**. Execute the Contract as prescribed by the Owner.

4.2. **Bonds**. Execute and date the performance and payment bond in the full amount of the Contract with the powers of attorney. Provide bonds in accordance with Table 1. Furnish the payment and performance bonds as a guaranty for the protection of the claimants and the Owner for labor and materials and the faithful performance of the work.

Table 1
Bonding Requirements

Contract Amount	Required Bonds
Less than $25,000	None
$25,000–$100,000	Payment
More than $100,000	Performance and payment

4.3. **Insurance**. For construction and building Contracts, submit a certificate of insurance showing coverages in accordance with the Contract requirements.

Insurances must cover the work for the duration of the Contract and must remain in effect until final acceptance. Provide project-specific insurance, not listed in Table 2, until acceptance of the work covered by the project-specific insurance or as approved by the Engineer. Failure to obtain and maintain insurance for the contracted work may result in suspension of work or default of the Contract. If the insurance expires and coverage lapses for any reason, stop all work until the Owner receives an acceptable certificate of insurance.

Provide the Owner with a certificate of insurance verifying the types and amounts of coverage shown in Table 2. The certificate of insurance must be in a form approved by the Texas Department of Insurance. Certificates of insurance for commercial general liability, auto liability, and workers' compensation must include the Contractor's prequalified name in the "Insured" field. Any certificate of insurance provided must be available for public inspection.

Table 2
Insurance Requirements

Type of Insurance	Amount of Coverage
Commercial general liability insurance	Not less than: $1,000,000 each occurrence
Business automobile policy	Not less than: $1,000,000combined single limit
Workers' compensation	Not less than: Statutory
All risk builder's risk insurance (for building-facilities contracts only)	100% of Contract price

By signing the Contract, the Contractor certifies compliance with all applicable laws, rules, and regulations pertaining to workers' compensation insurance. This certification includes all subcontractors. Pay all deductibles stated in the policy. Subcontractors must meet the requirements shown in Table 2, either through their own coverage or through the Contractor's coverage.

The workers' compensation policy must include a waiver of subrogation endorsement in favor of the Owner.

For building-facilities contracts, provide all risk builder's risk insurance to protect the Owner against loss by storm, fire, or extended coverage perils on work and materials intended for use on the project, including the adjacent structure. Name the Owner under the Lost Payable clause.

For contracts with railroad requirements, see project-specific details for additional insurance requirements.

Provide a substitute Surety on the Contract bonds in the original full Contract amount within 15 days of notification if the Surety is declared bankrupt or insolvent, the Surety's underwriting limitation drops below the Contract amount or the Surety's right to do business is terminated by the Owner. The substitute Surety must be authorized by the laws of the Owner and acceptable to the Owner. Work will be suspended until a substitute Surety is provided. Working day charges will be suspended for 15 days or until an acceptable Surety is provided, whichever is sooner.

The work performed under this Section will not be measured or paid for directly, but will be subsidiary to pertinent Items.

4.4. **Business Ownership Information**. Submit the names and Social Security numbers of all individuals owning 25% or more of the firm, or firms in the case of a joint venture, on the Owner's form.

4.5. **Railroad Documents**. Provide all required documents for satisfaction of railroad requirements for projects that have work involving railroad right of way. Comply with the requirements of Article 5L.8., "Cooperation with Railroads."

5. FAILURE TO ENTER CONTRACT

If the Contractor fails to comply with all the requirements in Article 3L.4., "Execution of Contract," the proposal guaranty will become the property of the Owner, not as a penalty, but as liquidated damages. The Contractor forfeiting the proposal guaranty will not be considered in future proposals for the same work unless there has been a substantial change in design of the work.

6. APPROVAL AND EXECUTION OF CONTRACT

The Contract will be approved and signed under authority of the Owner.

7. RETURN OF PROPOSAL GUARANTY

The proposal guaranty check of the low Bidder will be retained until after the Contract has been rejected or awarded and executed. Bid bonds will not be returned.

8. BEGINNING OF WORK

Do not begin work until authorized in writing by the Owner.

Verify all quantities of materials shown on the plans before ordering.

9. ASSIGNMENT OF CONTRACT

Do not assign, sell, transfer, or otherwise dispose of the Contract or any portion of the rights, title, or interest (including claims) without the approval of the Owner or original award authority. The Owner must deem any proposed assignment justified and legally acceptable before the assignment can take place.

10. EXCLUDED PARTIES

The Contractor certifies by signing the Contract that the Contractor will not enter into any subcontract with a subcontractor that is debarred or suspended by the Owner or any federal agency.

Item 4L
Scope of Work

1. CONTRACT INTENT

The intent of the Contract is to describe the completed work to be performed. Furnish materials, supplies, tools, equipment, labor, and other incidentals necessary for the proper prosecution and completion of the work in accordance with Contract documents.

2. PRECONSTRUCTION CONFERENCE

Before starting work, schedule and attend a preconstruction conference with the Engineer. Failure to schedule and attend a preconstruction conference is not grounds for delaying the beginning of working day charges. The preconstruction conference may be scheduled with the safety preconstruction meeting described in Section 7L 2.2., "Safety Preconstruction Meeting" and the railroad coordination meeting described in Article 5L 8., "Cooperation with Railroads." Work with the Engineer to resolve or escalate all issues. Execute the project pledge and establish an issue escalation ladder.

2.1. **Project Pledge**. Contractor representatives at the level of foreman and above will certify in writing they will approach the construction of this project in a manner consistent with delivering a high-quality project in a safe, cost-effective, and timely manner, and they will be committed to not allowing personality conflicts or personal interests to interfere with providing the public with a quality project. Failure to uphold this commitment may result in grounds for removal from the project.

2.2. **Issue Resolution Process**. An issue is any aspect of the Contract where parties of the Contract do not agree. The individuals identified at the lowest level of the issue escalation ladder will initiate the issue resolution process by escalating any issue that remains unresolved within the timeframe outlined in the issue escalation ladder.

Work with the Engineer to resolve all issues during the course of the Contract. Refer to Article 4L 7., "Dispute or Claims Procedure," for all unresolved issues.

3. PARTNERING – NOT APPLICABLE

The intent of this Article is to promote an environment of trust, mutual respect, integrity, and fair dealing between the Owner and the Contractor.

Informal partnering does not make use of a facilitator and is led by the Engineer in charge of the work and the Contractor's counterpart, while formal partnering uses the services of a facilitator (internal or external).

3.1. **Procedures for Partnering Meetings and Format**. Informal partnering is required, unless formal partnering is mutually agreed upon instead of the informal partnering.

3.2. **Facilitators**. The facilitator is to act as a neutral party seeking to initiate cooperative working relationships. This individual must have the technical knowledge and ability to lead and guide discussions. Choose either an internal or external facilitator. The facilitator must be acceptable to the Engineer.

3.2.1. **Internal Facilitators**. An Owner or Contractor staff member may be selected as the facilitator at no additional cost to either party.

3.2.2. **External Facilitators**. A private firm or individual that is independent of the Contractor and the Owner may be selected as the facilitator. Submit the facilitator's name and estimated fees for approval before contracting with the facilitator.

3.3. **Meetings and Arrangements**. Coordinate with the Engineer for meeting dates and times, locations including third party facilities, and other needs and appurtenances including but not limited to audio or visual equipment. Make all meeting arrangements for formal partnering. Use Owner facilities or facilities in the vicinity of the project if available. Submit the estimated meeting costs for approval before finalizing arrangements.

Coordinate facilitator discussions before the partnering meeting to allow the facilitator time to prepare an appropriate agenda. Prepare a list of attendees with job titles and include critical Contractor, subcontractor, and supplier staff on the list. Provide the facilitator with the list of attendees and invite the attendees listed.

The Owner will invite and provide a list of attendees that includes, but is not limited to Owner, TxDOT, other local governments, law enforcement, railroad, and utility representatives.

Participate in additional partnering meetings as mutually agreed upon.

3.4. **Payment**. Expenses for labor, Contractor equipment, or overhead will not be allowed. Markups as prescribed in Article 9L 7., "Payment for Extra Work and Force Account Method," will not be allowed.

Informal partnering will be conducted with each party responsible for their own costs.

For formal partnering using internal facilitators, the Contractor will be responsible for arrangements and for expenses incurred by their internal facilitator, including but not limited to meals, travel, and lodging. Owner facilitators may be used at no additional cost.

For formal partnering using external facilitators, submit an invoice to the Engineer for reimbursement. The Owner will reimburse the Contractor for half of the eligible expenses as approved. For external facilitators not approved by the Owner but used at the Contractor's option, the Contractor will be responsible for all costs of the external facilitator.

For meeting facilities and appurtenances, submit an invoice to the Engineer for reimbursement. The Owner will reimburse the Contractor for half of the eligible expenses as approved.

4. CHANGES IN THE WORK

The Engineer reserves the right to make changes in the work, including addition, reduction, or elimination of quantities and alterations needed to complete the Contract. Perform the work as altered. These changes will not invalidate the Contract nor release the Surety. The Contractor is responsible for notifying the sureties of any changes to the Contract.

If the changes in quantities or the alterations do not significantly change the character of the work under the Contract, the altered work will be paid for at the Contract unit price. If the changes in quantities or the alterations significantly change the character of the work, the Contract will be amended by a change order. If no unit prices exist, this will be considered extra work and the Contract will be amended by a change order. Provide cost justification as requested, in an acceptable format.

Payment will not be made for anticipated profits on work that is eliminated.

Agree on the scope of work and the basis of payment for the change order before beginning the work. If there is no agreement, the Engineer may order the work to proceed under Article 9L 7., "Payment for Extra Work and Force Account Method," or by making an interim adjustment to the Contract. In the case of an adjustment, the Engineer will consider modifying the compensation after the work is performed.

A significant change in the character of the work occurs when:

- the character of the work for any item as altered differs materially in kind or nature from that in the Contract, or
- a major item of work varies by more than 25% from the original Contract quantity,

When the quantity of work to be done under any major item of the Contract is more than 125% of the original quantity stated in the Contract, then either party to the Contract may request an adjustment to the unit price on the portion of the work that is above 125%.

When the quantity of work to be done under any major item of the Contract is less than 75% of the original quantity stated in the Contract, then either party to the Contract may request an adjustment to the unit price.

If the changes require additional working days to complete the Contract, Contract working days will be adjusted in accordance with Item 8L, "Prosecution and Progress."

5. DIFFERING SITE CONDITIONS

During the progress of the work, differing subsurface or latent physical conditions may be encountered at the site. The two types of differing site conditions are defined as:

- those that differ materially from those indicated in the Contract, and
- unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract.

Notify the Engineer in writing when differing site conditions are encountered. The Engineer will notify the Contractor in writing when the Owner discovers differing site conditions. Unless directed otherwise, suspend work on the affected items and leave the site undisturbed. The Engineer will investigate the conditions and determine whether differing site conditions exist. The Engineer will provide written notification of the determination whether or not an adjustment of the Contract is warranted. If the differing site conditions cause an increase or decrease in the cost or number of working days specified for the performance of the Contract, the Engineer will make adjustments, excluding the loss of anticipated profits, in accordance with the Contract. Additional compensation will be made only if the required written notice has been provided by either the Contractor or the Engineer.

6. REQUESTS FOR ADDITIONAL COMPENSATION AND DAMAGES

Notify the Engineer in writing of any intent to request additional compensation once there is knowledge of the basis for the request. An assessment of damages is not required to be part of this notice but is desirable. The intent of the written notice requirement is to provide the Engineer an opportunity to evaluate the request and to keep an accurate account of the actual costs that may arise. Minimize impacts and costs.

If written notice is not given, the Contractor waives the right to additional compensation unless the circumstances could have reasonably prevented the Contractor from knowing the cost impact before performing the work. Notice of the request and the documentation of the costs will not be construed as proof or substantiation of the validity of the request. Submit the request in enough detail to enable the Engineer to determine the basis for entitlement, adjustment in the number of working days specified in the Contract, and compensation.

Compensable damages occur when impacts that are the responsibility of the Owner result in additional costs to the Contractor that could not have been reasonably anticipated at the time of letting. Costs of performing additional work are not considered damages. Notify the Engineer in writing as soon as possible for Contractor damages. The intent is to reimburse the Contractor for actual expenses arising from a compensable impact. No profit or markups, other than labor burden, will be allowed. For damages, labor burden will be reimbursed at 35% unless the Contractor can justify higher actual cost. Justification for a higher percentage must be in conformance with the methodology provided by the Owner, submitted

separately for project overhead labor and direct labor, and determined and submitted by a Certified Public Accountant (CPA). Submit CPA-prepared labor burden rates directly to the Owner for approval.

The Owner will not consider fees and interest on requests for additional compensation and damages. Fees include, but are not limited to preparation, attorney, printing, shipping, and various other fees.

If the Contractor requests compensation for damages and the damages are determined to be compensable, then standby equipment costs and project overhead compensation will be based on the duration of the compensable damage and will be limited as follows.

6.1. **Standby Equipment Costs**. Payment will be made in accordance with Section 9L 7.1.4.3., "Standby Equipment Costs."

6.2. **Project Overhead**. Project overhead is defined as the administrative and supervisory expenses incurred at the work locations. When delay to project completion occurs, reimbursement for project overhead for the Contractor will be made using the following options at the Contractor's discretion:

- reimbursed at 6% (computed as daily cost by dividing 6% of the original Contract amount by the number of original Contract work days), or
- actual documented costs for the impacted period.

Project overhead for delays impacting subcontractors will be determined from actual documented costs submitted by the Contractor.

Time extensions and suspensions alone will not be justification for reimbursement for project overhead.

6.3. **Home Office Overhead**. The Owner will not compensate the Contractor for home office overhead.

7. DISPUTE OR CLAIMS PROCEDURE

The dispute resolution policy promotes a cooperative attitude between the Engineer, Contractor, and Contractor's subcontractors working through the Contractor. Emphasis is placed on resolving issues while they are still current, at the Owner's office, and in an informal manner. Open sharing of information is encouraged by all parties involved so the information provided completely and accurately reflects the issues and facts. If information is not shared, decisions may be limited to relying on the documentation that is available for review.

The Owner's goal is to have a dispute settled by the Engineer before elevating it as a claim to the Owner.

If a dispute cannot be resolved, initiate the Contract claim procedure by submitting a claim to the Owner.

The Contractor, or subcontractor through the Contractor, will file a Contract claim request and a detailed report that provides the basis for the claim. The detailed report will include relevant facts of the claim, cost or other data supporting the claim, a description of any additional compensation requested, and documents supporting the claim.

The claim must include the following certification: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Owner is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

File a claim after completion of the Contract or when required for orderly performance of the Contract. For a claim resulting from enforcement of a warranty period, file the claim no later than 1 yr. after expiration of the warranty period. For all other claims, file the claim no later than 1 yr. after the date the Owner issues notice to the Contractor that they are in default, the date the Owner terminates the Contract, or the date of final acceptance of the Contract. It is the Contractor's responsibility to submit requests in a timely manner.

Item 5L
Control of the Work

1. AUTHORITY OF ENGINEER

The Engineer has the authority to observe, test, inspect, approve, and accept the work (either in writing or orally). The Engineer decides all questions about the quality and acceptability of materials, work performed, work progress, Contract interpretations, applicability of standard details, and acceptable Contract fulfillment. The Engineer has the authority to enforce and make effective these decisions.

- Unless noted elsewhere in the Contract or by the Engineer, payment for Contractor work is in accordance with the Contract requirements at that time. This payment does not eliminate the Contractor's responsibilities for the work as defined in Article 7L.17., "Contractor's Responsibility for Work," or Article 5L.12., "Final Acceptance."
- The Engineer acts as a referee in all questions arising under the terms of the Contract.
- The Engineer's decisions are final and binding.

The Engineer will pursue and document actions against the Contractor as warranted to address Contract performance issues. Contract remedies include, but are not limited to, the following:

- requiring the Contractor to remove and replace defective work, or reducing payment for defective work,
- removing an individual from the project,
- suspending the work without suspending working day charges,
- assessing standard liquidated damages to recover the Owner's administrative costs, including additional project-specific liquidated damages when specified in the Contract withholding estimates, and
- declaring the Contractor to be in default of the Contract

The Engineer will consider and document any events outside the Contractor's control that contributed to the failure to meet performance standards, including consideration of sufficient time.

Follow the issue escalation ladder if there is disagreement regarding the application of Contract remedies.

2. PLANS AND WORKING DRAWINGS

When required, provide working drawings to supplement the plans with all necessary details not included on the Contract plans. Prepare and furnish working drawings in a timely manner and obtain approval, if required, before the beginning of the associated work. For all working drawing submittal requirements, the Engineer may allow electronic and other alternative submission procedures. Have a licensed professional engineer sign, seal, and date the working drawings as shown in Table 1.

Prepare working drawings using United States standard measures in the English language. The routing of submittals for review and approval will be established at the preconstruction conference. The Contractor is responsible for the accuracy, coordination, and conformity of the various components and details of the working drawings. Owner approval of the Contractor's working drawings will not relieve the Contractor of any responsibility under the Contract. The work performed in accordance with this Article will not be measured or paid for directly, but will be subsidiary to pertinent Items.

Table 1
Signature and Approval Requirements for Working Drawings

Working Drawings For		Requires Licensed Professional Engineer's Signature, Seal, and Date	Requires Owner Approval
1. Alternate or optional designs submitted by Contractor		Yes	Yes
2. Supplementary shop and fabrication drawings for structural Items		No unless required on the plans	See applicable Item
3. Contractor-proposed temporary facilities that affect the public safety, not included on the plans		Yes	Yes
4. Form and falsework details	Bridges, retaining walls, and other major structures	Yes unless otherwise shown on the plans	No[1]
	Minor structures	No unless otherwise shown on the plans	No
5. Erection drawings		Yes	No[1,2]
6. Contractor-proposed major modifications to traffic control plan		Yes	Yes

1. The Engineer may require that the Contractor have a licensed professional engineer certify that the temporary works are constructed according to the sealed drawings.
2. Approval is required for items spanning over live traffic or where safety of the traveling public is affected, as determined by the Engineer.

Submit shop drawings electronically for the fabrication of structural items in accordance with the Owner's procedures and as directed for other items required by the Contract. References to 11 × 17-in. sheets in individual specifications for structural items imply electronic computer-aided design sheets.

3. CONFORMITY WITH PLANS, SPECIFICATIONS, AND SPECIAL PROVISIONS

Furnish materials and perform work in reasonably close conformity with the lines, grades, cross-sections, dimensions, details, gradations, physical and chemical characteristics of materials, and other requirements shown in the Contract. Reasonably close conformity limits are defined in the respective Items of the Contract or, if not defined, as determined by the Engineer. Obtain approval before deviating from the plans and approved working drawings. Do not perform work beyond the lines and grades shown on the plans or any extra work without the Engineer's authority. Work performed beyond the lines and grades shown on the plans or any extra work performed without authority is considered unauthorized and excluded from pay consideration. The Owner will not pay for material rejected due to improper fabrication, excess quantity, or any other reasons within the Contractor's control.

3.1. **Acceptance of Defective or Unauthorized Work**. When work fails to meet Contract requirements, but is adequate to serve the design purpose, the Engineer will decide the extent to which the work will be accepted and remain in place. The Engineer will document the basis of acceptance by letter and may adjust the Contract price.

3.2. **Correction of Defective or Unauthorized Work**. When work fails to meet Contract requirements and is inadequate to serve the design purpose, it will be considered defective. Correct, or remove and replace, the work at the Contractor's expense, as directed.

The Owner has the authority to correct or to remove and replace defective or unauthorized work. The cost may be deducted from any money due or to become due to the Contractor.

4. COORDINATION OF PLANS, SPECIFICATIONS, AND SPECIAL PROVISIONS

The specifications, accompanying plans, special provisions, change orders, and supplemental agreements are intended to work together and be interpreted as a whole.

Numerical dimensions govern over scaled dimensions. Special provisions govern over plans (including general notes), which govern over standard specifications and special specifications. Job-specific plan sheets govern over standard plan sheets.

However, in the case of conflict between plans (including general notes) and specifications regarding responsibilities for hazardous materials and traffic control in Items 1L–10L, "Local Government General Requirements and Covenants," and Item 502, "Barricades, Signs, and Traffic Handling," special provisions govern over standard specifications and special specifications, which govern over the plans.

Notify the Engineer promptly of any omissions, errors, or discrepancies upon discovery so necessary corrections and interpretations can be made. Failure to promptly notify the Engineer of discovered omissions, errors, or discrepancies will constitute a waiver of all Contract claims against the Owner for misunderstandings or ambiguities that result from the errors, omissions, or discrepancies.

5. COOPERATION OF CONTRACTOR

Cooperate with the Engineer. Respond promptly to instructions from the Engineer. Provide all information necessary for the successful completion of the Contract.

Designate in writing a competent, English-speaking Superintendent employed by the Contractor. The Superintendent must be experienced in the work being performed and capable of reading and understanding the Contract. Ensure the Superintendent is available at all times and able to receive instructions from the Engineer or authorized Owner representatives and to act for the Contractor. The Engineer may suspend work without suspending working day charges if a Superintendent is not available or does not meet the above criteria.

At the written request of the Engineer, immediately remove from the project any employee or representative of the Contractor or a subcontractor who, in the opinion of the Engineer, does not perform work in a proper and skillful manner or who is disrespectful, intemperate, disorderly, uncooperative, or otherwise objectionable. Do not reinstate these individuals without the written consent of the Engineer.

Furnish suitable machinery, equipment, and construction forces for the proper prosecution of the work.

Provide adequate lighting to address quality requirements and inspection of nighttime work.

6. COOPERATING WITH UTILITIES

Use established safety practices when working near utilities. Consult with the appropriate utilities before beginning work. Notify the Engineer immediately of utility conflicts. The Engineer will decide whether to adjust utilities or adjust the work to eliminate or lessen the conflict. Unless otherwise shown on the plans, the Engineer will make necessary arrangements with the utility owner when utility adjustments are required.

Use work procedures that protect utilities or appurtenances that remain in place during construction. Cooperate with utility companies to remove and rearrange utilities to avoid service interruption or duplicate work by the utility companies. Allow utilities access to the right of way.

Immediately notify the appropriate utility of service interruptions resulting from damage due to construction activities. Cooperate with utilities until service is restored. Maintain access to fire hydrants when necessary.

7. COOPERATION BETWEEN CONTRACTORS

Cooperate and coordinate with other Contractors working within the limits or adjacent to the limits.

8. COOPERATION WITH RAILROADS

Plan and prosecute portions of the work involving a railway to avoid interference with or hindrance to the railroad company.

If the work is on railroad right of way, do not interfere with the operation of the railroad company's trains or other property.

8.1. **Railroad Coordination Meeting**. When shown on the plans or directed by the Engineer, schedule and attend a railroad coordination meeting with the Engineer before beginning work or as agreed upon (may be a part of the preconstruction conference described in Article 4L.2., "Preconstruction Conference"). Prepare a list of attendees and invite personnel, including, but not limited to Owner, Contractor, subcontractor, and railroad representatives.

Provide the invitation to the railroad representatives at least 21 calendar days before the railroad coordination meeting.

8.2. **Project-Specific Information**. Refer to project-specific plan sheets in the Contract for specific information concerning the work to be completed by the Contractor and the railroad within railroad right of way; railroad right of way locations impacted by construction; percentage of Contract work at each location; train movements at each location; and requirements for railroad insurance, flagging, and Right of Entry (ROE) Agreements.

8.3. **Right of Entry Agreement by the Owner**. When shown on the plans, the process for obtaining a fully executed ROE Agreement is as follows.

- The Owner will send the unexecuted ROE Agreement to the Contractor with the unexecuted Contract.
- Partially execute the ROE Agreement and return it to the Owner with the partially executed Contract and required insurance.
- The Owner will coordinate with the railroad company regarding the further execution of the ROE Agreement and associated fees. The Owner will pay any ROE Agreement fees directly to the railroad company.
- Once the Owner has received the fully executed ROE Agreement from the railroad company, the Owner will forward the fully executed ROE Agreement to the Contractor.

8.4. **Right of Entry Agreement by the Contractor**. When shown on the plans, contact the railroad company to obtain the ROE Agreement before beginning work on the Contract.

Provide the required insurance to the Owner before beginning work on the Contract.

Execute the ROE Agreement and pay any associated fees to the railroad company. Provide a copy of the fully executed ROE Agreement to the Owner.

9. CONSTRUCTION SURVEYING

Use Method C unless otherwise specified in the Contract. Upon request, the Engineer will allow the Contractor to copy available earthwork cross-sections, computer printouts or data files, and other information necessary to establish and control work. Preserve all control points, stakes, marks, and right of way markers. Assume cost and responsibility of replacing disturbed control points, stakes, marks, and right of way markers damaged by the Contractor's or its subcontractor's operations. If the Owner repairs disturbed control points, stakes, marks, or right of way markers, the cost of repair may be deducted from money due or to become

due to the Contractor. Replace right of way markers under the direction of an RPLS. This work performed under this Article will not be measured or paid for directly, but will be subsidiary to pertinent Items.

The Engineer reserves the right to make measurements and surveys to determine the accuracy of the work and determine pay quantities. The Engineer's measurements and surveys do not relieve the Contractor's responsibility for accuracy of work. Allow the Engineer adequate time to verify the surveying.

9.1. **Method A**. The Engineer will set control points for establishing lines, slopes, grades, and centerlines and for providing both vertical and horizontal control.

At minimum, provide a controlling pair of monument points at both the beginning and end of construction project for projects less than 2 mi. in length. For projects greater than 2 mi. in length, monuments will be set in pairs at a minimum of 2 mi. based on the overall length of the project. Use these control points as reference to perform the work.

Furnish materials, equipment, and qualified workforce necessary for the construction survey work. Place construction points, stakes, and marks at intervals sufficient to control work to established tolerances. Place construction stakes at intervals of no more than 100 ft., or as directed. Place stakes and marks so as not to interfere with normal maintenance operations.

9.2. **Method B**. The Engineer will set adequate control points, stakes, stationing, and marks to establish lines, slopes, grades, and centerlines. Furnish additional work, stakes, materials, and templates necessary for marking and maintaining points and lines.

9.3. **Method C**. Set adequate control points, stakes, and marks to establish lines, slopes, grades, and centerlines. Place construction points, stakes, and marks at intervals sufficient to control work to established tolerances. Place construction stakes at intervals of no more than 100 ft., or as directed. Place stakes and marks so as not to interfere with normal maintenance operations.

10. INSPECTION

Inspectors are authorized representatives of the Engineer. Inspectors are authorized to examine all work performed and materials furnished, including preparation, fabrication, and material manufacture. Inspectors inform the Contractor of failures to meet Contract requirements. Inspectors may reject work or materials and may suspend work until any issues can be referred to and decided by the Engineer. The Engineer may authorize Inspectors to adjust the traffic control. Inspectors cannot alter, add, or waive Contract provisions, issue instructions contrary to the Contract, act as foremen for the Contractor, or interfere with the management of the work. Inspection or lack of inspection will not relieve the Contractor from obligation to provide materials or perform the work in accordance with the Contract.

Provide safe access to all parts of the work and provide information and assistance to the Engineer to allow a complete and detailed inspection. Give the Engineer sufficient notice to inspect the work. Work performed without suitable inspection, as determined by the Engineer, may be ordered removed and replaced at Contractor's expense. Remove or uncover portions of finished work as directed. Once inspected, restore work to Contract requirements. If the uncovered work is acceptable, the costs to uncover, remove, and replace or make good the parts removed will be paid for in accordance with Article 4L.4., "Changes in the Work." If the work is unacceptable, assume all costs associated with repair or replacement, including the costs to uncover, remove, and replace or make good the parts removed.

When a government entity, utility, railroad company, or other entity accepts or pays a portion of the Contract, that organization's representatives may inspect the work but cannot direct the Contractor. The right of inspection does not make that entity a party to the Contract and does not interfere with the rights of the parties to the Contract.

11. FINAL CLEANUP

Upon completion of the work, remove construction project litter, debris, objectionable material, temporary structures, excess materials, and equipment from the work locations. Clean and restore property damaged by the Contractor's operations during the prosecution of the work. Leave the work locations in a neat and presentable condition.

Remove from the right of way cofferdams, construction buildings, material and fabrication plants, temporary structures, excess materials, and debris resulting from construction. Where work is in a stream, remove debris to the ground line of the bed of the stream. Leave stream channels and rights of way in a neat and presentable condition. Clean structures to the flow line or the elevation of the outfall channel, whichever is higher. Dispose of all excess material in accordance with federal, state, and local regulations.

The work performed under this Article will not be paid for directly, but will be subsidiary to Items of the Contract.

12. FINAL ACCEPTANCE

12.1. **Routine Maintenance Contracts**. Not applicable to Locally Let projects.

12.2. **Construction Contracts**. Final acceptance is made when all work is complete and the Engineer, in writing, accepts all work for the work locations in the Contract. Final acceptance relieves the Contractor from further Contract responsibilities.

12.2.1. **Work Completed**. Work completed must include work for vegetative establishment and maintenance, test and performance periods, and work to meet the requirements of Article 5L.11., "Final Cleanup."

12.2.2. **Final Inspection**. After all work is complete, the Engineer in charge of the work will request a final inspection by the Engineer authorized to accept the work.

The final inspection will be made as soon as possible and not later than 10 calendar days after the request. No working day charges will be made between the date of request and final inspection.

After the final inspection, if the work is satisfactory, the Engineer will notify the Contractor in writing of the final acceptance of the work. If the final inspection finds any work to be unsatisfactory, the Engineer will identify in writing all deficiencies in the work requiring correction. Correct the deficiencies identified. Working day charges will resume if these deficiencies are not corrected within 7 calendar days, unless otherwise authorized by the Engineer. Upon correction, the Engineer will inspect to verify that all deficiencies were corrected satisfactorily. The Engineer will provide written notice of the final acceptance.

12.2.3. **Final Measurement**. Final measurements and pay quantity adjustments may be made after final acceptance. Final acceptance will not be held for final measurements or pay quantity adjustments.

12.2.4. **Removal of Traffic Control Devices**. Remove any remaining construction traffic control devices and advance warning signs upon final acceptance or as directed.

12.3. **Multiple Work Orders**. Not applicable to Locally Let projects.

Item 6L
Control of Materials

1. SOURCE CONTROL

Use only materials that meet Contract requirements. Unless otherwise specified or approved, use new materials for the Work. Secure the Engineer's approval of the proposed source of materials to be used before their delivery. Materials can be approved at a supply source or staging area but may be inspected in accordance with Article 6L.4., "Sampling, Testing, and Inspection."

1.1. **Buy America**. Comply with the latest provisions of Buy America pertaining to steel and iron in accordance with 23 CFR § 635.410. Use steel or iron materials manufactured in the United States except when waived in accordance with Section 6L 1.2., "Buy America Exceptions."

Submit a notarized original of the TxDOT FORM D-9-USA-1 (Department Form 1818 or equivalent) with the proper attachments for verification of compliance.

Manufacturing includes any process that modifies the chemical content, physical shape or size, or final finish of a product. The manufacturing process begins with initial melting and mixing and continues through fabrication (e.g., cutting, drilling, welding, and bending) and coating (e.g., paint, galvanizing, and epoxy).

1.2. **Buy America Exceptions**. Use of iron and steel manufactured in the United States is required unless the material meets an exception below.

- A waiver exists exempting the material from Buy America compliance.
- The total value of foreign iron and steel products, including delivery, does not exceed 0.1% of the total Contract cost or $2,500, whichever is greater. The Contractor must provide documentation showing under threshold in advance for the Engineer's consideration.
- Foreign iron or steel may be allowed when the Contract contains an alternate item for a foreign source iron or steel product and the Contract is awarded based on the alternate item.
- The materials are temporarily installed or are supplies, tools, and equipment not incorporated into the project. Temporarily installed means the materials and products must be removed at the end of the project or may be removed at the Contractor's convenience with the Engineer's approval.

1.3. **Buy Texas**. For construction or maintenance Contracts without federal funds, buy materials produced in Texas when the materials are available at a comparable price and in a comparable period of time. Provide documentation of purchases or a description of good-faith efforts on request.

2. MATERIAL QUALITY

Correct or remove materials that fail to meet Contract requirements or that do not produce satisfactory results. Reimburse the Owner for cost incurred if additional sampling and testing are required by a change of source.

Materials not meeting Contract requirements will be rejected unless the Engineer approves corrective actions. Upon rejection, immediately remove and replace rejected materials.

If the Contractor does not comply with this Article, the Owner may remove and replace defective material. The cost of testing, removal, and replacement will be deducted from the payments due to the Contractor.

3. MANUFACTURER WARRANTIES

Transfer to the Owner warranties and guarantees required by the Contract or received as part of normal trade practice.

4. SAMPLING, TESTING, AND INSPECTION

Incorporate into the work only material that has been inspected, tested, and accepted by the Engineer. Remove, at the Contractor's expense, materials from the work locations that are used without prior testing and approval or written permission of the Engineer.

The material requirements and standard test methods in effect at the time the proposed Contract is advertised govern. Unless otherwise specified, the Engineer will perform testing at Owner's expense. In addition to facilities and equipment required by the Contract, furnish facilities and calibrated equipment required for tests to control the manufacture of construction items. If requested, provide a complete written statement of the origin, composition, and manufacture of materials.

All materials used are subject to inspection or testing at any time during preparation or use. Material that has been tested and approved at a supply source or staging area may be inspected or tested before or during incorporation into the work and rejected if it does not meet Contract requirements. Copies of test results are available upon request. Do not use material that, after approval, becomes unfit for use.

Unless otherwise specified in the Contract, all testing must be performed within the United States and witnessed by the Engineer. If materials or processes require testing outside the contiguous 48 United States, reimburse the Owner for inspection expenses.

5. PLANT INSPECTION AND TESTING

The Engineer may but is not obligated to inspect materials at the acquisition or manufacturing source. Material samples will be obtained and tested for compliance with quality requirements.

If inspection is at the plant, meet the following conditions unless otherwise specified:

- cooperate fully and assist the Engineer during the inspection,
- ensure the Engineer has full access to all parts of the plant used to manufacture or produce materials,
- in accordance with pertinent items and the Contract provide a facility at the plant for use by the Engineer as an office or laboratory
- provide and maintain adequate safety measures and restroom facilities, and
- furnish and calibrate scales, measuring devices, and other necessary equipment in accordance with the Contract.

The Engineer may provide inspection for periods other than daylight hours if:

- continuous production of materials for Owner's use is necessary due to the production volume being handled at the plant, and
- the lighting is adequate to allow satisfactory inspection.

6. STORAGE OF MATERIALS

Store and handle materials to preserve their quality and fitness for the work. Store materials so that they can be easily inspected and retested. Place materials under cover, on wooden platforms, or on other hard, clean surfaces as necessary or when directed.

Obtain approval to store materials on the right of way. Storage space off the right of way is at the Contractor's expense.

7. OWNER-FURNISHED MATERIAL

The Owner will supply materials as shown on the plans. The cost of handling and placing materials supplied by the Owner will not be paid for directly, but will be subsidiary to the Item in which they are used. Assume responsibility for materials upon receipt.

8. USE OF MATERIALS FOUND ON THE RIGHT OF WAY

Material found in the excavation areas and meeting the Owner's specifications may be used in the work. This material will be paid for at the Contract bid price for excavation and under the Item for which the material is used.

Do not excavate or remove any material from within the right of way that is not within the limits of the excavation without written permission. If excavation is allowed within a right of way project-specific location, replace the removed material with suitable material at no cost to the Owner as directed.

9. RECYCLED MATERIALS

The Owner will not allow hazardous wastes, as defined in 30 TAC § 335, proposed for recycling to be used on the project. Use nonhazardous recyclable materials (NRMs) only if the specification for the Item does not disallow or restrict use. Determine whether NRMs are regulated under 30 TAC §§ 312, 330, 332, 334, or 335, and comply with all general prohibitions and requirements. Use NRMs in accordance with DMS-11000, "Evaluating and Using Nonhazardous Recyclable Materials Guidelines," and furnish all documentation in the manner prescribed by the Owner.

10. HAZARDOUS MATERIALS

Comply with the requirements of Article 7L.12., "Responsibility for Hazardous Materials."

Notify the Engineer immediately when a visual observation or odor indicates that materials on sites owned or controlled by the Owner may contain hazardous materials. Except when the contract includes bid items for the Contractor to remove hazardous materials, the Owner is responsible for testing, removing, and disposing of hazardous materials not introduced by the Contractor. The Engineer may suspend work wholly or in part during the testing, removing, or disposing of hazardous materials, except in the case where hazardous materials are introduced by the Contractor.

Use materials that are free of hazardous materials. Notify the Engineer immediately if materials are suspected to contain hazardous materials. If materials delivered to the project by the Contractor are suspected to contain hazardous materials, have an approved commercial laboratory test the materials for the presence of hazardous materials as approved. Remove, remediate, and dispose of any of these materials found to contain hazardous materials. The work required to comply with this Section will be at the Contractor's expense if materials are found to contain hazardous materials. Working day charges will not be suspended and extensions of working days will not be granted for activities related to handling hazardous material introduced by the Contractor. If suspected materials are not found to contain hazardous materials, the Owner will reimburse the Contractor for hazardous materials testing and will adjust working day charges if the Contractor can show that this work impacted the critical path.

10.1. **Painted Steel Requirements**. Coatings on existing steel contain hazardous materials unless otherwise shown on the plans. Remove paint and dispose of steel coated with paint containing hazardous materials in accordance with the following.

Removing Paint from Steel. For contracts that are specifically for painting steel, include the cleaning and painting of steel under Item 446, "Field Cleaning and Painting Steel," as a pay item. Perform work in accordance with that Item.

For projects where paint must be removed to allow for the dismantling of steel or to perform other work, the Owner will provide for a separate contractor (third party) to remove paint containing hazardous materials before or during the Contract. Remove paint covering existing steel shown not to contain hazardous materials in accordance with Item 446.

10.1.1. **Removal and Disposal of Painted Steel**. For steel able to be dismantled by unbolting, paint removal will not be performed by the Owner. The Owner will remove paint, at locations shown on the plans or as agreed, for the Contractor's cutting and dismantling purposes. Use Owner-cleaned locations for dismantling when provided or provide own means of dismantling at other locations.

Painted steel to be retained by the Owner will be shown on the plans. For painted steel that contains hazardous materials, dispose of the painted steel at a steel recycling or smelting facility unless otherwise shown on the plans. Maintain and make available to the Engineer invoices and other records obtained from the facility showing the received weight of the steel and the facility name. Dispose of steel that does not contain hazardous material coatings in conformance with federal, state, and local regulations.

10.2. **Asbestos Requirements**. The plans will indicate locations or elements where asbestos-containing materials (ACMs) are known to be present. Where ACMs are known to exist or where previously unknown ACM has been found, the Owner will arrange for abatement by a separate contractor before or during the Contract. Notify the Engineer of proposed dates of demolition or removal of structural elements with ACM at least 60 days before beginning work to allow the Owner sufficient time for abatement.

The Texas Department of State Health Services (DSHS), Asbestos Programs Branch, is responsible for administering the requirements of the National Emissions Standards for Hazardous Air Pollutants, (NESHAP), in accordance with 40 CFR Part 61, Subpart M, and the Texas Asbestos Health Protection Rules (TAHPR). Based on EPA guidance and regulatory background information, bridges are considered to be a regulated "facility" under NESHAP; therefore, federal standards for demolition and renovation apply.

The Owner is required to notify DSHS at least 10 working days (by postmarked date) before initiating demolition or renovation of each structure shown on the plans. If the actual demolition, renovation, or removal date is changed or delayed, notify the Engineer in writing of the revised dates in sufficient time to allow for the Owner's notification to DSHS to be postmarked at least 10 days in advance of the actual work.

The Owner retains the right to determine the actual advance notice needed for the change in date to address post office business days and staff availability.

10.3. **Asbestos or Lead Abatement**. Provide traffic control as shown on the plans, and coordinate and cooperate with the third party and the Owner for managing or removing hazardous materials. Work for the traffic control shown on the plans and coordination work will not be paid for directly, but will be subsidiary to pertinent Items.

11. SURPLUS MATERIALS

Take ownership of surplus materials unless otherwise shown on the plans or directed. Remove and dispose of materials in conformance with federal, state, and local regulations. If requested, provide an appropriate level of documentation to verify proper disposal. When materials are disposed of on private property, provide written authorization from the property owner for the use of the property for this purpose upon request.

Item 7L
Legal Relations and Responsibilities

1. ETHICS – NOT APPLICABLE TO LOCALLY LET PROJECTS

2. SAFETY

2.1. **Safety Point of Contact**. Designate, in writing, a Contractor Safety Point of Contact (CSPOC). The Owner will assign an employee for their point of contact designated as Owner's Safety Point of Contact OSPOC. The Contract requires that the Contractor's and subcontractor's employees use the appropriate personal protective equipment (PPE) (e.g., hardhats, safety vests, and protective toe footwear) to meet regulations.

The Contractor will require that crew leaders and foremen (including subcontractors) have attended the required training.

2.2. **Safety Preconstruction Meeting**. In cooperation with the Engineer, schedule and attend a safety preconstruction meeting (may be a part of the preconstruction conference in accordance with Article 4L.2., "Preconstruction Conference"). Attendees for this safety preconstruction meeting will be:

- the Contractor,
- subcontractors,
- the Owner,
- local law enforcement, and
- other personnel who play an active role on the project.

2.3. **Safety Contingency**. To improve the effectiveness of traffic handling and enhance safety during the course of this project, a safety contingency fund may have been included in the project budget for traffic control plan adjustments and other safety-related improvements.

Costs associated with the adjustments or improvements will be paid for in accordance with Article 9L.7., "Payment for Extra Work and Force Account Method." Article 9L.7., "Payment for Extra Work and Force Account Method," is not intended to be used in lieu of bid items established by the Contract.

2.4. **Public Safety and Convenience**. In accordance with the Contract and as directed, provide for the safety and convenience of the public and property. Keep existing roadways open to traffic or construct and maintain detours and temporary structures for safe public travel. Manage construction to minimize disruption to traffic. Maintain the roadway in a good and passable condition, including proper drainage, and provide for ingress and egress to adjacent property.

If the construction of the project requires the closing of a roadway, as directed, coordinate the closure with the Engineer and work to ensure all lanes and ramps possible are available during peak traffic periods before, during, and after significant traffic generator events to avoid any adverse economic impact on the municipalities during:

- dates or events as shown on the plans, and
- other dates as directed.

Store all equipment not in use in a manner and at locations that will not interfere with the safe passage of traffic.

If the Engineer determines that any of the requirements of this Article have not been met, the Engineer may take corrective action. This will not change the legal responsibilities set forth in the Contract. The cost to the Owner for this work will be deducted from any money due or to become due to the Contractor.

2.5. **Use of Blue Warning Lights**. Texas Transportation Code § 547.105 authorizes the use of warning lights to promote safety and provides an effective means of gaining the traveling public's attention as they drive in areas where construction crews are present. To influence the public to move over when high-risk construction activities are taking place, minimize the use of blue warning lights. These lights must be used only while performing work on or near the travel lanes or shoulder where the traveling public encounters construction crews that are not protected by a standard work zone setup, such as a lane closure, a shoulder closure, or one-way traffic control. Refrain from leaving the warning lights engaged while traveling from one work location to another or while parked on the right of way away from the pavement or a work zone.

2.6. **Barricades, Signs, and Traffic Handling**. Comply with the requirements of Item 502 "Barricades, Signs, and Traffic Handling," and as directed. Provide traffic control devices as shown on the plans and in accordance with the TMUTCD. When authorized or directed, provide additional signs or traffic control devices not required by the plans.

If an unexpected situation arises that causes the Contractor to believe that the traffic control should be changed, make all reasonable efforts to promptly contact the Engineer. Take prudent actions until the Engineer can be contacted.

The Engineer will inspect the traffic control devices. Comply with the results of the inspection in the prescribed timeframe.

The work performed and materials furnished in accordance with this Section and Item 502 have no bearing on the prosecution of Items 1L–10L, "General Requirements and Covenants," of the Contract. This includes, but is not limited to installing, relocating, and removing project limit advance warning signs.

2.6.1. **Contractor Responsible Person and Alternate**. Designate in writing a Contractor's Responsible Person (CRP) and an alternate to be the representative of the Contractor who is responsible for taking or directing corrective measures regarding the traffic control. The CRP or alternate must be accessible by telephone 24 hr. per day and able to respond when notified. The CRP and alternate must comply with the requirements of Section 7L.2.6.5., "Training."

2.6.2. **Flaggers**. Designate, in writing, a flagger instructor who will serve as a flagging supervisor and is responsible for training and assuring that all flaggers are qualified to perform flagging duties. Certify to the Engineer that all flaggers will be trained and make available upon request a list of flaggers trained to perform flagging duties.

Provide flaggers as directed. Flaggers must be courteous and able to effectively communicate with the public. When directing traffic, flaggers must dress appropriately; wear high-visibility safety apparel; use flags, signs, stop-slow paddles, and other hand-signaling devices; and follow the flagging procedures in the TMUTCD. Comply with the requirements of Section 7L.2.6.5., "Training."

2.6.3. **Law Enforcement Personnel**. Provide uniformed law enforcement personnel with patrol vehicles as directed. Document the work zone traffic services provided in the manner prescribed by the Owner. Law enforcement personnel providing work zone traffic services must be trained for the service they perform. Comply with Section 7L.2.6.5., "Training."

2.6.4. **Other Work Zone Personnel**. Workers involved with traffic control, including the maintenance of the traffic control, must comply with the requirements of Section 7L.2.6.5., "Training."

2.6.5. **Training.** Train workers involved with the traffic control using Department-approved training as shown on the "Traffic Control Training" MPL.

Coordinate enrollment, pay associated fees, and successfully complete Department-approved training or Contractor-developed training. Training is valid for the period prescribed by the provider. Except for law enforcement personnel training, refresher training is required every 4 yr. from the date of completion unless otherwise specified by the course provider. The Engineer may require training at a specified frequency instead of the period prescribed based on the Owner's needs. Training and associated fees will not be measured or paid for directly, but will be subsidiary to pertinent Items.

Certify to the Engineer that workers involved in traffic control and other work zone personnel have been trained and make available upon request a copy of the certification of completion to the Engineer. The certification of completion includes:

- name of provider and course title,
- name of participant,
- date of completion, and
- date of expiration.

Where Contractor-developed training or a TxDOT-approved training course does not produce a certification, maintain a log of attendees. Make the log available upon request. Provide a log that is legible and includes:

- printed name and signature of participant,
- name and title of trainer, and
- date of training.

2.6.5.1. **Contractor-Developed Training**. Develop and deliver Contractor-developed training meeting the minimum requirements established by the Owner. The outline for this training must be submitted to the Engineer for approval at the preconstruction meeting. The CRP or designated alternate may deliver the training instead of the TxDOT-approved training. The work performed and materials furnished to develop and deliver the training will not be measured or paid for directly, but will be subsidiary to pertinent Items.

2.6.5.1.1. **Flagger Training Minimum Requirements**. A Contractor's certified flagging instructor is permitted to train other flaggers.

2.6.5.1.2. **Other Contractor-Developed Training for Other Work Zone Personnel**. For other work zone personnel, the Contractor may provide training meeting the curriculum described below instead of TxDOT-approved training.

Minimum curriculum for Contractor-provided training is as follows.

Contractor-developed training must provide information on the use of PPE, occupational hazards and health risks, and other pertinent topics related to traffic management. The type and amount of training will depend on the job duties and responsibilities. Develop training applicable to the work being performed. Develop training to include the following topics.

- Adopt a company safety motto: "The Life You Save May Be Your Own," or similar.
- Purpose of the training includes the following.
  - "It's the Law."
  - Make work zones safer for workers and motorists.
  - Understand what is needed for traffic control.
  - Save lives including your own.
- Personal and co-worker safety includes the following.
  - **High-Visibility Safety Apparel**. Discuss compliant requirements; inspect regularly for fading and reduced reflective properties; if night operations are required, discuss the additional and appropriate required apparel in addition to special night work risks; and if moving operations are underway, discuss appropriate safety measures specific to the situation and traffic control plan.

- **Blind Areas**. A blind area is the area around a vehicle or piece of construction equipment not visible to the operators, either by line of sight or indirectly by mirrors. Discuss the "Circle of Safety" around equipment and vehicles; use of spotters; maintaining eye contact with equipment operators; and use of hand signals.
- **Runovers and Backovers**. Remain alert at all times; keep a safe distance from traffic; avoid turning your back to traffic, and if you must, then use a spotter; and stay behind protective barriers, whenever possible. It is not safe to sit on or lean against a concrete barrier; these barriers can deflect 4 ft. or more when struck by a vehicle.
- Look out for each other and warn co-workers.
- Be courteous to motorists.
- Do not run across active roadways.
- Workers must obey traffic laws and drive courteously while operating vehicles in the work zones.
- Workers must be made aware of company distracted driving policies.

■ **Nighttime Operations**. Focus on projects with a nighttime element.

■ **Traffic Control Training**. Basics of traffic control include the following.

- Identify work zone traffic control supervisor and other appropriate persons to report issues to when they arise.
- Emphasize that work zone traffic control devices must be in clean and undamaged condition. If devices have been hit but not damaged, return them to their correct place and report to the traffic control supervisor. If devices have been damaged, replace with new devices and report to the traffic control supervisor. If devices are dirty, faded, or have missing or damaged reflective tape, clean or replace them and report to the traffic control supervisor. Show examples of unacceptable device conditions. Discuss various types of traffic control devices to be used and where spacing requirements can be found.
- **Channelizing Devices and Barricades with Slanted Stripes**. Stripes must slant in the direction in which you want traffic to stay or move; demonstrate this with a device.
- **Traffic Queuing**. Workers must be made aware of traffic queuing and the dangers created by it. Workers must be instructed to immediately notify the traffic control supervisor and other supervisory personnel if traffic is queuing beyond advance warning sign and devices or construction limits.
- **Signs**. Signs must be straight and not leaning. Report problems to the traffic control supervisor or other as designated for immediate repair. Covered signs must be fully covered. If covers are damaged or out of place, report to the traffic control supervisor or other as designated.

3. LAWS TO BE OBSERVED

Comply with all federal, state, and local laws, ordinances, and regulations that affect the performance of the work. The Contractor is not required to comply with city electrical ordinances not included in this Contract. Indemnify and save harmless the Owner and its representatives against any claim arising from violation by the Contractor of any law, ordinance, or regulation.

This Contract is between the Owner and the Contractor only. No person or entity may claim third-party beneficiary status under this Contract or any of its provisions, nor may any non-party sue for personal injuries or property damage under this Contract.

4. PERMITS, LICENSES, AND TAXES

Procure all permits and licenses; pay all charges, fees, and taxes; and give all notices necessary and incidental to the due and lawful prosecution of work, except for permits provided by the Owner and as specified in Article 7L.7., "Preservation of Cultural and Natural Resources and the Environment."

5. PATENTED DEVICES, MATERIAL, AND PROCESSES

Indemnify and save harmless the Owner from any claims for infringement from the Contractor's use of any patented design, device, material, process, trademark, or copyright selected by the Contractor and used in connection with the work. Indemnify and save harmless the Owner against any costs, expenses, or damages that it may be obliged to pay, by reason of this infringement, at any time during the prosecution or after the completion of the work.

6. PERSONAL LIABILITY OF PUBLIC OFFICIALS

Owner employees are agents and representatives of the Owner and will incur no liability, personal or otherwise, in carrying out the provisions of the Contract or in exercising any power or authority granted under the Contract.

7. PRESERVATION OF CULTURAL AND NATURAL RESOURCES AND THE ENVIRONMENT

Project-specific information pertinent to cultural and natural resources is included in the plan set in the General Notes and on the Environmental Permits, Issues, and Commitments (EPIC) sheet. Adhere to all guidance, Best Management Practices (BMPs), and permits shown on the plans. Signing the Contract certifies compliance with all applicable laws, rules, and regulations pertaining to the preservation of cultural resources, natural resources, and the environment as issued by the following or other agencies.

- OSHA
- TCEQ
- Texas Department of Transportation
- Texas Historical Commission
- Texas Parks and Wildlife Department
- Texas Railroad Commission
- U.S. Army Corps of Engineers (USACE)
- U.S. Department of Energy
- U.S. Department of Transportation
- EPA
- Federal Emergency Management Agency
- U.S. Fish and Wildlife Service

All subcontractors must also comply with applicable environmental laws, rules, regulations, and requirements in the Contract.

7.1. **Cultural Resources**. Cease all work immediately if a site, building, or location of historical, archeological, educational, or scientific interest is discovered within the right of way. The site, building, or location will be investigated and evaluated by the Owner.

7.2. **Protected and Imperiled Species and Wildlife**. Cease all work immediately and within 50 ft. if a protected or imperiled species, or any species assumed to be protected or imperiled, or wildlife is encountered onsite. Allow any animals to leave the area. Do not kill any wildlife. Contact Owner's environmental staff to investigate and evaluate any species or wildlife issues.

7.3. **Migratory Birds**. Bird and nest removal must not occur during vegetation clearing, construction, or maintenance activities on structures where birds or nests are present during the nesting season, as shown on the plans. If work will occur during the nesting season, measures to prevent nest establishment must be used before the start of nesting season or any activity. Contact Owner's environmental staff for assistance with birds and nests.

7.4. **Texas Pollutant Discharge Elimination System (TPDES) Permits and Stormwater Pollution Prevention Plans (SWP3s).**

7.4.1. Projects with Less than 1 Acre of Soil Disturbance Including Required Associated Project Specific Locations (PSLs) in Accordance with TPDES Construction General Permit (CGP) No. TXR150000. No construction site notice (CSN) posting will be required for soil disturbances within the right of way. Adhere to the requirements of the SWP3 and environmental layout as shown on the plans.

7.4.2. Projects with 1 Acre but Less than 5 Acres of Soil Disturbance Including Required Associated PSLs in Accordance with TPDES CGP No. TXR150000. The Owner and the Contractor will operate under a shared SWP3 for portions of the project in the right of way.

The Owner will be considered the primary operator with operational control over plans and specifications as defined in TPDES CGP No. TXR150000 for construction activity in the right of way. The Owner will post a small CSN and follow other requirements as defined in TPDES CGP No. TXR150000 as the entity having operational control over plans and specifications for work shown on the plans in the right of way.

The Contractor will be considered the primary operator with day-to-day operational control as defined in TPDES CGP No. TXR150000 for construction activity in the right of way. In addition to the Owner's actions, the Contractor will post a small CSN and follow other requirements as defined in TPDES CGP No. TXR150000 as the entity having day-to-day operational control of the work shown on the plans in the right of way. This is in addition to the Contractor being responsible for TPDES CGP No. TXR150000 requirements for on-right-of-way and off-right-of-way PSLs. The Contractor will adhere to all requirements of the SWP3 and environmental layout as shown on the plans. The Contractor will be responsible for implementing the SWP3 for the project site as shown on the plans, in conformance with specifications, in accordance with TPDES CGP No. TXR150000, and as directed. Notification to Municipal Separate Storm Sewer System (MS4) operators (when applicable) upon project initiation and completion must be provided in accordance with TPDES CGP No. TXR150000 requirements. A signed copy of the small CSN will be provided to MS4 operators (where applicable) at least 2 days before commencing construction.

With the Engineer's concurrence upon the completion of soil disturbing activities and achieving permanent stabilization of 70% native background vegetation cover, the CSN may be removed.

7.4.3. **Projects with 5 Acres or More of Soil Disturbance Including Required Associated PSLs in Accordance with TPDES CGP No. TXR150000**. The Owner and the Contractor will operate under a shared SWP3 for portions of the project in the right of way. The Owner will be considered the primary operator with operational control over plans and specifications as defined in TPDES CGP No. TXR150000 for construction activities in the right of way. The Owner will post a large CSN and file a Notice of Intent (NOI); Notice of Change (NOC), if applicable; and Notice of Termination (NOT), along with other requirements in accordance with TPDES CGP No. TXR150000, as the entity having operational control over plans and specifications for work shown on the plans in the right of way.

The Contractor will be considered the primary operator for day-to-day operational control as defined in TPDES CGP No. TXR150000 for construction activities in the right of way. In addition to the Owner's actions, the Contractor will file an NOI; NOC, if applicable; and NOT and post a large CSN along with other requirements as the entity having day-to-day operational control of the work shown on the plans in the right of way. This is in addition to the Contractor being responsible for TPDES CGP No. TXR150000 requirements for on-right-of-way and off-right-of way PSLs. Adhere to all requirements of the SWP3 and environmental layout as shown on the plans.

7.4.3.1. **Notice of Intent (NOI)**. Contractor will submit an NOI to TCEQ in accordance with TPDES CGP No. TXR150000 requirements. NOI must be submitted at least 7 days before commencement of construction activities at the project site. Contractor must file NOI under the same Regulated Entity Number (RN) as the Owner. Provide a signed copy to the Engineer and any other MS4 operators (where applicable) at the time of submittal. The Owner will submit their NOI before Contractor submission and will provide a copy for Contractor's use in completing the Contractor's NOI form.

7.4.3.2. **Notice of Change (NOC)**. Upon concurrence of the Engineer, submit an NOC to TCEQ within 14 days of discovery of a change or revision to the NOI as required by the CGP. Provide a signed copy of the NOC to the Engineer and any other MS4 operators (where applicable) at the time of submittal.

7.4.3.3. **Notice of Termination (NOT)**. Upon concurrence of the Engineer, submit an NOT to TCEQ within 30 days of the Engineer's approval that 70% native background vegetative cover is met or equivalent permanent stabilization has been employed in accordance with TPDES CGP No. TXR150000. Provide a signed copy of the NOT to the Engineer and any other MS4 operators (where applicable) at the time of submittal.

7.4.4. **Training**. Not applicable to Locally Let Projects.

7.5. **Work in Waters of the United States**. For work in the right of way, the Owner will obtain any required Section 404 permits from U.S. Army Corps of Engineers USACE before work begins. Adhere to all agreements, mitigation plans, and standard BMPs required by the permit. When Contractor-initiated changes in the construction method change the impacts on Waters of the United States, obtain new or revised Section 404 permits.

7.6. **Work in Navigable Waters of the United States**. For work in the right of way, the Owner will obtain any required Section 9 permits from the U.S. Coast Guard before work begins. Adhere to the stipulations of the permits and associated BMPs. When Contractor-initiated changes in the construction method change the impacts on Navigable Waters of the United States, obtain new or revised Section 9 permits.

7.7. **Work over Recharge or Contributing Zone of Protected Aquifers**. Make every reasonable effort to minimize the degradation of water quality resulting from impacts relating to work over the recharge or contributing zones of protected aquifers, as defined and delineated by TCEQ. Use BMPs and perform work in accordance with the Contract requirements.

7.8. **Project Specific Locations**. For all PSLs on or off the right of way (e.g., material sources, waste sites, parking areas, storage areas, field offices, staging areas, and haul roads), comply with all applicable laws, rules, and regulations pertaining to the preservation of cultural resources, natural resources, and the environment in accordance with Section 7L 7.1., "Cultural Resources." All subcontractors must also comply with applicable environmental laws, rules, regulations, and requirements in the Contract. Maintain documentation of environmental compliance activities, including environmental consultant reports and correspondence with the resource agencies. Provide documentation upon request. Obtain written approval from the Engineer for all PSLs in the right of way not specifically addressed on the plans. Prepare an SWP3 for all Contractor facilities, such as asphalt or concrete plants located within right of way. Comply with all TCEQ permit requirements for portable facilities, such as concrete batch plants, rock crushers, and asphalt plants. Ensure compliance with all environmental issues, such as Section 404 permits, wetland delineation, endangered species consultation requirements, or archeological and historic site impacts. Obtain all permits and clearances in advance.

7.9. **Contractor Responsibility**. If the Contractor initiates changes to the Contract and the Owner approves the changes, the Contractor is responsible for obtaining clearances and coordinating with the appropriate regulatory agencies.

8. AGRICULTURAL IRRIGATION

Regulate the sequence of work and make provisions as necessary to provide for agricultural irrigation or drainage during the work. Meet with the service provider or landowner to determine the proper time and sequence when irrigation demands will permit shutting off water flows to perform work.

Unless otherwise shown on the plans, the work performed in accordance with this Article will not be measured or paid for directly, but will be subsidiary to pertinent Items.

9. SANITARY PROVISIONS

Provide and maintain adequate, neat, and sanitary toilet accommodations for employees, including State employees, in compliance with the requirements and regulations of the Texas Department of State Health Services or other authorities having jurisdiction.

10. ABATEMENT AND MITIGATION OF EXCESSIVE OR UNNECESSARY NOISE

Minimize noise throughout all phases of the Contract. Exercise particular and special efforts to avoid the creation of unnecessary noise impact on adjacent noise-sensitive receptors in the placement of non-mobile equipment, such as air compressors, generators, and pumps. Place mobile and stationary equipment to cause the least disruption to normal adjacent activities.

All equipment associated with the work must be equipped with components to suppress excessive noise, and these components must be maintained in their original operating condition considering normal depreciation. Noise attenuation devices installed by the manufacturer, such as mufflers, engine covers, and insulation, must not be removed or rendered ineffectual, or be permitted to remain off the equipment while the equipment is in use.

11. USING EXPLOSIVES

Do not endanger life or property. When required by the plans or requested, provide a written blasting plan. The Owner retains the right to reject the blasting plan. Store all explosives securely, and clearly mark all storage places with "DANGER—EXPLOSIVES." Store, handle, and use explosives and highly flammable material in compliance with federal, state, and local laws, ordinances, and regulations. Assume liability for property damage, injury, or death resulting from the use of explosives.

Give at least 48-hr. advance notice to the appropriate railroad representative before doing any blasting work involving the use of electric blasting caps within 200 ft. of any railroad track.

12. RESPONSIBILITY FOR HAZARDOUS MATERIALS

Comply with the requirements of Article 6L.10., "Hazardous Materials." Indemnify and save harmless the Owner and its agents and employees from all suits, actions, or claims and from all liability and damages for any injury or damage to any person or property arising from the generation or disposition of hazardous materials introduced by the Contractor on any work done by the Contractor on Owner-owned or controlled sites. Indemnify and save harmless the Owner and its representatives from any liability or responsibility arising out of the Contractor's generation or disposition of any hazardous materials obtained, processed, stored, or shipped, on sites not owned or controlled by the Owner. Reimburse the Owner for all payments, fees, or restitution the Owner is required to make as a result of the Contractor's actions.

13. RESTORING SURFACES OPENED BY PERMISSION

Do not authorize anyone to make an opening in the highway for utilities, drainage, or any other reason without written permission from the Engineer. Repair all openings as directed. Payment for repair of surfaces opened by permission will be made in conformance with pertinent Items or in accordance with Article 4L.4., "Changes in the Work." Costs associated with openings made with Contractor authorization but without Owner approval will not be paid.

14. PROTECTING ADJACENT PROPERTY

Protect adjacent property from damage. If any damage results from an act or omission on the part of or on behalf of the Contractor, take corrective action to restore the damaged property to a condition similar or equal to that existing before the damage was done.

15. RESPONSIBILITY FOR DAMAGE CLAIMS

Indemnify and save harmless the Owner and its agents and employees from all suits, actions, or claims and from all liability and damages for any injury or damage to any person or property due to the Contractor's negligence in the performance of the work and from any claims arising or amounts recovered under any laws, including workers' compensation and the Texas Tort Claims Act. Indemnify and save harmless the Owner and assume responsibility for all damages and injury to property of any character occurring during the prosecution of the work resulting from any act, omission, neglect, or misconduct on the Contractor's part in the manner or method of executing the work; from failure to properly execute the work; or from defective work or material.

Pipelines and other underground installations that may or may not be shown on the plans may be located within the right of way. Indemnify and save harmless the Owner from any suits or claims resulting from damage by the Contractor's operations to any pipeline or underground installation. Make available the scheduled sequence of work to the respective utility owners so that they may coordinate and schedule adjustments of their utilities that conflict with the proposed work.

16. HAULING AND LOADS ON ROADWAYS AND STRUCTURES

Comply with federal and state laws concerning legal gross and axle weights. Except for the designated Interstate system, vehicles with a valid yearly overweight tolerance permit may haul materials to the work locations at the permitted load. Provide copies of the yearly overweight tolerance permits to the Engineer upon request. Construction equipment is not exempt from oversize or overweight permitting requirements on roadways open to the traveling public.

Protect existing bridges and other structures that will remain in use by the traveling public during and after the completion of the Contract. Construction traffic on roadways, bridges, and culverts within the limits of the work, including any structures under construction that will remain in service during and after completion of the Contract, is subject to legal size and weight limitations.

Additional temporary fill may be required by the Engineer for hauling purposes for the protection of certain structures. This additional fill will not be paid for directly, but will be subsidiary to pertinent Items.

Replace or restore to original condition any structure damaged by the Contractor's operations.

The Engineer may allow equipment with oversize or non-divisible overweight loads to operate without a permit within the work locations on pavement structures not open to the traveling public. Submit Contractor-proposed changes to traffic control plans for approval, in accordance with Item 502. The following Sections further address overweight allowances. The Owner will make available to the Contractor any available plans and material reports for existing structures.

16.1. **Overweight Construction Traffic Crossing Structures**. The Engineer may allow crossing of a structure not open to the public within the work locations when divisible or non-divisible loads exceed legal weight limitations, including limits for load-posted bridges. Obtain written permission to make these crossings. Submit for approval a structural analysis by a licensed professional engineer indicating that the excessive loads should be allowed. Provide a manufacturer's certificate of equipment weight that includes the weight distribution on the various axles and any additional parts, such as counterweights, the configuration of the axles, or other information necessary for the analysis. Submit the structural analysis and supporting documentation sufficiently in advance of the move to allow for review by the Engineer. Permission may be granted if the Engineer finds that no damage or overstresses exceeding those normally allowed for occasional overweight loads will result to structures that will remain in use after Contract completion. Provide temporary matting or other protective measures as directed.

Schedule loads so that only one vehicle is on any span or continuous unit at any time. Use barricades, fences, or other positive methods to prevent other vehicular access to structures at any time the overweight load is on any span or continuous unit.

16.2. **Construction Equipment Operating on Structures**. Cranes and other construction equipment used to perform construction operations that exceed legal weight limits may be allowed on structures. Before any operation that may require placement of equipment on a structure, submit for approval a detailed structural analysis prepared by a licensed professional engineer.

Submit the structural analysis and supporting documentation sufficiently in advance of the use to allow for review by the Engineer. Include all axle loads and configurations, spacing of tracks or wheels, tire loads, outrigger placements, center of gravity, equipment weight, and predicted loads on tires and outriggers for all planned movements, swings, or boom reaches. The analysis must demonstrate that no overstresses exceeding those normally allowed for occasional overweight loads will occur.

16.3. **Loads on Structures**. Do not store or stockpile material on bridge structures without written permission. If required, submit a structural analysis and supporting documentation by a licensed professional engineer for review by the Engineer. Permission may be granted if the Engineer finds that no damage or overstresses exceeding those normally allowed for occasional overweight loads will result to structures that will remain in use after Contract completion. Provide temporary matting or other protective measures as directed.

16.4. **Hauling Divisible Overweight Loads on Pavement Within Work Locations**. The Engineer may allow divisible overweight loads on pavement structures within the work locations not open to the traveling public. Obtain written approval before hauling the overweight loads. Include calculations to demonstrate that there will be no damage or overstress to the pavement structure.

17. CONTRACTOR'S RESPONSIBILITY FOR WORK

Until final acceptance of the Contract, take every precaution against injury or damage to any part of the work by the action of the elements or by any other cause, whether arising from the execution or from the non-execution of the work. Protect all materials to be used in the work at all times, including periods of suspension.

When any roadway or portion of the roadway is in suitable condition for travel, it may be opened to traffic as directed. Opening of the roadway to traffic does not constitute final acceptance.

Repair damage to all work until final acceptance. Repair damage to existing facilities in accordance with the Contract or as directed by the Engineer. Repair damage to existing facilities or work caused by Contractor operations at the Contractor's expense. Repair work for damage that was not due to the Contractor's operations will not be paid for except as provided below.

17.1. **Reimbursable Repair**. Except for damage to appurtenances listed in Section 7L.17.2.1., "Unreimbursed Repair," the Contractor will be reimbursed for repair of damage caused by:

- motor vehicle, watercraft, aircraft, or railroad-train incident;
- vandalism; or
- Acts of God, such as earthquake, tidal wave, tornado, hurricane, or other cataclysmic phenomena of nature.

17.2. **Appurtenances**.

17.2.1. **Unreimbursed Repair**. Except for destruction (not reusable) due to Acts of God, reimbursement will not be made for repair of damage to the following temporary appurtenances, regardless of cause:

- signs,
- barricades, and
- other work zone traffic control devices.

Crash cushion attenuators and guardrail end treatments are reimbursed in accordance with Section 7L.17.2.2., "Reimbursed Repair." Truck-mounted attenuators, trailer attenuators, and portable changeable message signs are eligible for reimbursed repair in accordance with Section 7L.17.2.2.,

"Reimbursed Repair." Reimbursement will only be made when the Engineer directs the placement of the device in a location other than what is depicted in the Contract and the Contractor is unable to seek reimbursement from third-party insurance.

Where the Contractor retains replaced appurtenances after completion of the project, the Owner will limit the reimbursement to the cost that is above the salvage value at the end of the project.

17.2.2. **Reimbursed Repair**. Reimbursement will be made for repair of damage due to the causes listed in Section 7L.17.1, "Reimbursable Repair."

17.3. **Roadways and Structures**. Until final acceptance, the Contractor is responsible for all work constructed under the Contract. The Owner will not reimburse the Contractor for repair work to new construction, unless the failure or damage is due to one of the causes listed in Section 7L.17.1., "Reimbursable Repair."

The Owner will be responsible for the cost for repair of damage to existing roadways and structures not caused by the Contractor's operations.

17.4. **Detours**. The Contractor will be responsible for the cost of maintenance of detours constructed under the Contract, unless the failure or damage is due to one of the causes listed in Section 7L.17.1., "Reimbursable Repair." In addition, the Engineer will reimburse the Contractor for repairs to detours when failures occur for reasons beyond the Contractor's control. Reimbursement will be made for repairs to detours constructed unless the failure was due to materials and workmanship. The Owner will be responsible for the cost of maintenance of existing streets and roadways used for detours or handling traffic.

17.5. **Relief from Maintenance**. The Engineer may relieve the Contractor from responsibility of maintenance in accordance with this Section. This relief does not release the Contractor from responsibility for defective materials or work or constitute final acceptance. The Engineer will direct the Contractor to remove advance warning signs upon issuance of relief from maintenance.

17.5.1. **Isolated Work Locations**. For isolated work locations, when all work is completed, including work in accordance with Article 5L.11., "Final Cleanup," the Engineer may relieve the Contractor from responsibility for maintenance.

17.5.2. **Work Except for Vegetative Establishment and Test Periods**. When all work for all or isolated work locations has been completed, including work in accordance with Article 5L.11., "Final Cleanup," with the exception of vegetative establishment and maintenance periods and test and performance periods, the Engineer may relieve the Contractor from responsibility for maintenance of completed portions of work.

17.5.3. **Work Suspension**. When all work is suspended for an extended period of time, the Engineer may relieve the Contractor from responsibility for maintenance of completed portions of work during the period of suspension.

17.5.4. **When Directed by the Engineer**. The Engineer may relieve the Contractor from the responsibility for maintenance when directed.

17.6. **Basis of Payment**. When reimbursement for repair work is allowed and performed, payment will be made in conformance with pertinent Items or in accordance with Article 4L.4., "Changes in the Work."

18. ELECTRICAL REQUIREMENTS

18.1. **Definitions**.

18.1.1. **Electrical Work**. Electrical work is work performed for:

- Item 610, "Roadway Illumination Assemblies,"
- Item 614, "High Mast Illumination Assemblies,"
- Item 616, "Performance Testing of Lighting Systems,"

- Item 617, "Temporary Roadway Illumination,"
- Item 618, "Conduit,"
- Item 620, "Electrical Conductors,"
- Item 621, "Tray Cable,"
- Item 622, "Duct Cable,"
- Item 628, "Electrical Services,"
- Item 680, "Highway Traffic Signals,"
- Item 681, "Temporary Traffic Signals,"
- Item 684, "Traffic Signal Cables,"
- Item 685, "Roadside Flashing Beacon Assemblies,"
- other Items that involve either the distribution of electrical power greater than 50 volts or the installation of conduit and duct banks,
- the installation of conduit and wiring associated with Item 624, "Ground Boxes" and Item 656, "Foundations for Traffic Control Devices," and
- the installation of the conduit system for communication and fiber optic cable.

Electrical work does not include the installation of communications or fiber optic cable, or the connections for low-voltage and inherently power-limited circuits, such as electronic or communications equipment. Assembly and placement of poles, structures, cabinets, enclosures, manholes, or other hardware will not be considered electrical work if no wiring, wiring connection, or conduit work is done at the time of assembly and placement.

18.1.2. **Specialized Electrical Work**. Specialized electrical work is work that includes the electrical service and feeders, sub-feeders, branch circuits, controls, raceways, and enclosures for the following:

- pump stations,
- moveable bridges,
- ferry slips,
- motor control centers,
- facilities required in accordance with Item 504, "Field Office and Laboratory,"
- rest area or other public buildings,
- weigh-in-motion stations,
- electrical services larger than 200 amps,
- electrical services with main or branch circuit breaker sizes not shown in the Contract, and
- any three-phase electrical power.

18.1.3. **Certified Person**. A certified person is a person who has passed the test from TxDOT's course TRF450, "TxDOT Roadway Illuminations and Electrical Installations," or other courses as approved by the Traffic Safety Division. Submit a current and valid TRF certification upon request. Texas A&M Engineering Extension Service (TEEX) certifications for "TxDOT Electrical Systems" course will not be accepted.

18.1.4. **Licensed Electrician**. A licensed electrician is a person with a current and valid unrestricted master electrical license, or unrestricted journeyman electrical license, who is supervised or directed by an unrestricted master electrician. An unrestricted master electrician need not be on the work locations at all times while electrical work is being done, but the unrestricted master electrician must approve work performed by the unrestricted journeyman. Licensed electrician requirements by city ordinances do not apply to on State system work.

The unrestricted journeyman and unrestricted master electrician licenses must be issued by the Texas Department of Licensing and Regulation or by a city in Texas with a population of 50,000 or greater that issues licenses based on passing a written test and demonstrating experience.

The Engineer may accept other states' electrical licenses. Submit documentation of the requirements for obtaining that license. Acceptance of the license will be based on sufficient evidence that the license was issued based on:

- passing a test based on the NEC like that used by Texas licensing officials, and
- sufficient electrical experience commensurate with general standards for an unrestricted master and unrestricted journeyman electrician in the State of Texas.

18.2. **Work Requirements**. The qualifications required to perform electrical work and specialized electrical work are shown in Table 1.

Table 1
Work Requirements

Type of Work	Qualifications to Perform Work
Electrical work with plans	Licensed electrician, certified person, or workers directly supervised by a licensed electrician or certified person
Electrical work without plans	Licensed electrician or workers directly supervised by a licensed electrician
Specialized electrical work	Licensed electrician or workers directly supervised by a licensed electrician
Replace lamps, starting aids, and changing fixtures	Licensed electrician, certified person, or workers directly supervised by a licensed electrician or certified person
Conduit in precast section with approved working drawings	Inspection by licensed electrician or certified person
Conduit in cast-in-place section	Inspection by licensed electrician or certified person
All other electrical work (e.g., troubleshooting, repairs, and component replacement)	Licensed electrician or workers directly supervised by a licensed electrician

"Directly supervised by a licensed electrician" means that a licensed electrician is physically present during all electrical work. "Directly supervised by a licensed electrician or certified person" means that a licensed electrician or certified person is physically present during all electrical work.

A non-certified person may install conduit in cast-in-place concrete sections if the work is verified by a certified person before concrete placement.

When IMSA certification is specified on the plans, the requirements shown in Table 1 will still apply to the installation of the conduit, ground boxes, electrical services, pole grounding, and electrical conductors installed in accordance with Item 620.

19. PAYROLLS

Pay employees and contract labor no less than the predetermined wage rates shown in the Contract. Require that subcontractors pay no less than the predetermined wage rates shown in the Contract.

Payroll records must contain the information required by law. As an option, Form WH-347, "Payroll," is provided by the U.S. Department of Labor.

Maintain payroll and related records during the course of the Contract and preserve these records for 3 yr. following the completion of the Contract or as required by law.

19.1. **Minimum Wage Requirements for Federally Funded Contracts**. Comply with the requirements of FHWA-1273, "Required Contract Provisions Federal-Aid Construction Contracts."

For construction contracts, submit payroll records to the Engineer using the manner prescribed by the Owner.

19.2. **Minimum Wage Requirements for State-Funded Contracts**. Comply with the requirements of 29 USC § 206 unless otherwise shown in the Contract.

For construction contracts, submit payroll records to the Engineer in the manner prescribed.

20. SECURITY INCIDENTS – NOT APPLICABLE TO LOCALLY LET PROJECTS

Item 8L
Prosecution and Progress

1. PROSECUTION OF WORK

Begin work within 30 calendar days after the authorization date to begin work. Prosecute the work continuously to completion within the working days specified. Unless otherwise shown on the plans, work may be prosecuted in concurrent phases if no changes are required to the traffic control plan or if a revised traffic control plan is approved. Notify the Engineer at least 24 hr. before beginning work or before beginning any new operation. Do not start new operations to the detriment of work already begun. Minimize interference to traffic.

2. SUBCONTRACTING

Do not sublet any portion of a construction Contract without the Engineer's written approval. A subcontract does not relieve any responsibility under the Contract and bonds. Ensure that all subcontracted work complies with all governing labor provisions.

The Contractor certifies by signing the Contract that the Contractor will not enter into any subcontract with a subcontractor that is debarred or suspended by the Commission, Owner, or any federal agency.

For federally funded contracts, ensure the required federal documents are physically attached to each subcontract agreement, including all tiered subcontract agreements.

For all DBE subcontracts, including all tiered DBE subcontracts, submit a copy of the executed subcontract agreement.

Upon request, submit a copy of the executed non-DBE subcontracts, including all tiered non-DBE subcontracts.

2.1. **Construction Contracts and Federally Funded Maintenance Contracts**. Perform work with own organization on at least 30% of the total original Contract cost (25% if the Contractor is an SBE on a wholly State- or local-funded Contract), excluding any specialty items as determined by the Engineer. Specialty items are those that require highly specialized knowledge, abilities, or equipment not usually available in the contracting firm expected to bid on the proposed Contract as a whole.

Specialty items will be shown on the plans or as determined by the Engineer. Bid cost of specialty items performed by subcontractors will be deducted from the total original Contract cost before computing the required amount of work to be performed by the Contractor's own organization.

The term "perform work with own organization" includes only:

- workers employed and paid directly by the Contractor or wholly owned subsidiary;
- equipment owned by the Contractor or wholly owned subsidiary;
- rented or leased equipment operated by the Contractor's employees or wholly owned subsidiary's employees;
- materials incorporated into the work if the majority of the value of the work involved in incorporating the material is performed by the Contractor's own organization, including a wholly owned subsidiary's organization; and

- labor provided by staff leasing firms licensed under Chapter 91 of the Texas Labor Code for nonsupervisory personnel if the Contractor or wholly owned subsidiary maintains direct control over the activities of the leased employees and includes them in the weekly payrolls.

Mobilization is not included in calculation of 30%.

When staff leasing firms provide materials or equipment, they are considered subcontractors. In these instances, submit staff leasing firms for approval as a subcontractor.

Copies of canceled checks and certified statements may be required to verify compliance with the requirements of this Section.

2.2. **State-Funded Maintenance Contracts**. Not applicable to locally let projects.

2.3. **Payments to Subcontractors**. Report payments for DBE subcontracts, including tiered DBE subcontracts, in the manner as prescribed by the Owner by the 20th day of each month.

2.3.1. **Payment Records**. Make payment and related records, including but not limited to copies of canceled checks, available for inspection by the Owner. Retain payment records for a period of 3 yr. following the completion of the Contract.

2.4. **Payrolls**. Comply with Article 7L.19., "Payrolls."

3. COMPUTATION OF CONTRACT TIME FOR COMPLETION

The number of working days is established by the Contract. For Contracts with work orders, the number of working days is established in each work order. Working day charges will begin when work begins as prescribed in Article 8L.1., "Prosecution of Work." Working day charges will continue in accordance with the Contract.

The development of the conceptual time determination is intended to establish the number of working days on the Contract. Upon request, the Engineer will provide the conceptual time determination schedule to the Contractor for informational purposes only. The schedule assumes generic resources, production rates, sequences of construction and average weather conditions based on historic data. Schedule labor, equipment, procurement of materials, subcontractor work, and all other necessary means to prosecute the work within the number of working days specified by the Contract.

3.1. **Working Day Charges**. Working days will be charged in accordance with Section 8L.3.1.4., "Standard Workweek," unless otherwise shown on the plans. Working days will be computed and charged in accordance with one of the following:

3.1.1. **Five-Day Workweek**. Working days will be charged Monday–Friday, excluding national holidays, regardless of weather conditions or material availability. The Contractor has the option of working on Saturdays. Provide sufficient advance notice to the Engineer when scheduling work on Saturdays. Work on Sundays and national holidays will not be permitted without written permission of the Engineer. If work requiring an Inspector to be present or if critical path activities are performed on a Saturday, Sunday, or national holiday, and weather and other conditions permit the performance of work for 7 hr. between 7 A.M. and 6 P.M., a working day will be charged.

3.1.2. **Six-Day Workweek**. Working days will be charged Monday–Saturday, excluding national holidays, regardless of weather conditions or material availability. Work on Sundays and national holidays will not be permitted without written permission of the Engineer. If work requiring an Inspector to be present or if critical path activities are performed on a Sunday or a national holiday, and weather or other conditions permit the performance of work for 7 hr. between 7 A.M. and 6 P.M., a working day will be charged.

3.1.3. **Seven-Day Workweek**. Working days will be charged Monday–Sunday, excluding national holidays, regardless of weather conditions or material availability. Work on national holidays will not be permitted without written permission of the Engineer. If work or critical path activities requiring an Inspector to be present are performed on any of these holidays, and weather or other conditions permit the performance of work for 7 hr. between 7 A.M. and 6 P.M., a working day will be charged.

3.1.4. **Standard Workweek**. Working days will be charged Monday–Friday, excluding national or State holidays, if weather or other conditions permit the performance of the principal unit of work underway, as determined by the Engineer, for a continuous period of at least 7 hr. between 7:00 A.M. and 6:00 P.M., unless otherwise shown in the Contract. The Contractor has the option of working on Saturdays or State holidays. Provide sufficient advance notice to the Engineer when scheduling work on Saturdays. Work on Sundays and national holidays will not be permitted without written permission of the Engineer. If work requiring an Inspector to be present or critical path activities are performed on a Saturday, Sunday, or holiday, and weather or other conditions permit the performance of work for 7 hr. between 7 A.M. and 6 P.M., a working day will be charged.

3.1.5. **Calendar Day**. Working days will be charged Sunday–Saturday, including all holidays, regardless of weather conditions, material availability, or other conditions not under the control of the Contractor.

3.1.6. **Other**. Working days will be charged as shown on the plans.

3.2. **Restricted Work Hours**. Restrictions on Contractor work hours and the related definition for working day charges are as prescribed in this Article unless otherwise shown on the plans.

3.3. **Nighttime Work**. Nighttime work is allowed only when shown on the plans or directed or allowed by the Engineer. Nighttime work is defined as work performed from 30 min. after sunset to 30 min. before sunrise.

3.3.1. **Five-, Six-, and Seven-Day Workweeks**. Nighttime work that extends past midnight will be assigned to the following day for the purposes of approval for allowing work on Sundays or national holidays.

3.3.2. **Standard Workweek**.

3.3.2.1. **Nighttime Work Only**. When nighttime work is allowed or required and daytime work is not allowed, working day charges will be made when weather and other conditions permit the performance of the principal unit of work underway, as determined by the Engineer, for a continuous period of at least 7 hr. for the nighttime period, as defined in Section 8L.3.3., "Nighttime Work," unless otherwise shown in the Contract.

3.3.2.2. **Nighttime Work and Daytime Work Requiring Inspector**. When nighttime work is performed or required and daytime work is allowed, working day charges will be made when weather and other conditions permit the performance of the principal unit of work underway, as determined by the Engineer, for a continuous period of at least 7 hr. for the nighttime period, as defined in Section 8L.3.3., "Nighttime Work," or for a continuous period of at least 7 hr. for the alternative daytime period unless otherwise shown in the Contract. Only one day will be charged for each 24hr. period. When the Engineer agrees to restrict work hours to the nighttime period only, working day charges will be in accordance with Section 8L.3.3.2.1., "Nighttime Work Only."

3.4. **Time Statements**. The Engineer will furnish the Contractor a monthly time statement. Review the monthly time statement for correctness. Report protests in writing, no later than 30 calendar days after receipt of the time statement, providing a detailed explanation for each day protested. Not filing a protest within 30 calendar days will indicate acceptance of the working day charges, and future consideration of that statement will not be permitted.

4. TEMPORARY SUSPENSION OF WORK OR WORKING DAY CHARGES

The Engineer may suspend the work, wholly or in part, and will provide notice and reasons for the suspension in writing. Suspend and resume work only as directed in writing.

When part of the work is suspended, the Engineer may suspend working day charges only when conditions not under the control of the Contractor prohibit the performance of critical path activities. When all of the work is suspended for reasons not under the control of the Contractor, the Engineer will suspend working day charges.

5. PROJECT SCHEDULES

Prepare, maintain, and submit project schedules for the work to be performed under this Contract. Project schedules are used to convey the Contractor's intended work plan to the Owner.

The work performed under this Article will not be measured or paid for directly, but will be subsidiary to pertinent Items.

5.1. **Project Scheduler**. Designate an individual who will develop and maintain the progress schedule. The project scheduler will be prepared to discuss, in detail, the proposed sequence of work and methods of operation, and how that information will be communicated through the progress schedule at the preconstruction meeting. This individual will also attend the project meetings and make site visits to prepare, develop, and maintain the progress schedules.

5.2. **Progress Schedule**. Before starting work, prepare and submit a progress schedule based on the sequence of work and traffic control plan shown in the Contract. Prepare the progress schedule as a bar chart or critical path method (CPM) as shown on the plans. Include all planned work activities and sequences and show Contract completion within the number of working days specified. Incorporate major material procurements, known utility relocations, and other activities that may affect the completion of the Contract in the progress schedule. Show a beginning date, ending date, and duration in whole working days for each activity. Do not use activities exceeding 20 working days, unless agreed upon with the Engineer. Show an estimated production rate per working day for each work activity, unless otherwise agreed upon with the Engineer.

5.3. **Schedule Format**. Format all project schedules in accordance with the following.

- Begin the project schedule on the date of the start of Contract time or start of activities affecting work on the project.
- Show the sequence and interdependence of activities required for complete performance of the work. If using a CPM schedule, show a predecessor and a successor for each activity.
- Ensure all work sequences are logical and show a coordinated plan of the work.

CPM schedules must also:

- clearly and accurately identify the critical path as the longest continuous path;
- provide a legend for all abbreviations, run date, data date, project start date, and project completion date in the title block of each schedule submittal; and
- using calendars, incorporate seasonal weather conditions into the schedule for work (e.g., earthwork, concrete paving, structures, asphalt, and drainage) that may be influenced by temperature or precipitation. Also, incorporate non-work periods such as holidays, weekends, or other non-work days as identified in the Contract.

5.4. **Activity Format**. For each activity on the project schedule, provide:

- a concise description of the work represented by the activity,
- an activity duration in whole working days, and
- code activities so that organized plots of the schedule may be produced.

CPM schedules must also include the quantity of work and estimated production rate for major items of work. Provide enough information for review of the work being performed.

Total float is defined as the amount of time (in whole days) that an activity can be delayed before impacting the project's completion date. Total float is a shared commodity between the Owner and the Contractor.

5.5. **Schedule Types and Schedule Impacts**.

5.5.1. **Bar Chart**. Seven calendar days before the preconstruction meeting, prepare and submit a hard or electronic copy of the schedule using the bar chart method.

5.5.1.1. **Progress Schedule Reviews**. Update the project schedule and submit a hard or electronic copy when changes to the schedule occur or when requested.

5.5.2. **Critical Path Method**. Prepare and submit the schedule using the CPM. Submit an electronic copy to the Engineer within the timeframes specified. An electronic copy is defined as the scheduling software's native file, saved in a format acceptable to the Engineer. In all cases, an electronic format (.xer) of Primavera Project Planner and Enterprise Project Portfolio Management (P6) will be acceptable.

5.5.2.1. **Preliminary Schedule**. Unless otherwise agreed for a later submission, 7 calendar days before the preconstruction meeting, submit an electronic copy of the project schedule showing activities beginning with the authorization date to begin work and including activities to be performed within the first 90 calendar days from the work start date.

5.5.2.2. **Baseline Schedule**. The baseline schedule will be considered the Contractor's plan to successfully construct the project within the timeframe and construction sequencing indicated in the Contract. Submit electronic copies of the baseline schedule. When requested, submit two plots of the schedule: one organized with the activities logically grouped using the activity coding, and the other plot showing only the critical path determined by the longest path, not based on critical float.

Develop and submit the baseline schedule for review within the first 45 calendar days from the work start date unless the time for submission is extended by the Engineer.

5.5.2.2.1. **Review**. Within 15 calendar days of receipt of the schedule, the Engineer will evaluate and inform the Contractor if the schedule has been accepted. If the schedule is not accepted, the Engineer will provide comments to the Contractor for incorporation. Provide a revised schedule based on the Engineer's comments, or reasons for not doing so, within 10 calendar days. The Engineer's review and acceptance of the project schedule is for conformance to the requirements of the Contract documents only and does not relieve the Contractor of any responsibility for meeting the interim milestone dates (if specified) or the Contract completion date. Review and acceptance does not expressly or by implication warrant, acknowledge, or admit the reasonableness of the logic or durations of the project schedule. If the Contractor fails to define any element of work, activity, or logic and the Engineer's review does not detect this omission or error, the Contractor is responsible for correcting the error or omission.

Submit an acceptable baseline schedule before the 90th calendar day from the work start date unless the time for submission is extended by the Engineer.

5.5.2.3. **Progress Schedule**. Maintain and submit the progress schedule monthly for use by the Contractor and the Engineer. Submit an electronic copy as it will become an as-built record of the daily progress achieved on the project. If continuous progress of an activity is interrupted for any reason except non-work periods (e.g., holidays, weekend, or interference from temperature or precipitation), then the activity will show the actual finish date as that date of the start of the interruption and the activity will be broken into a subsequent activity (or activities, based on the number of interruptions) similarly numbered with successive alpha character as necessary. The original duration of the subsequent activity will be that of the remaining duration of the original activity. Relationships of the subsequent activity will match those of the original activity so that the integrity of the project schedule logic is maintained. Once established, the original durations and actual dates of all activities must remain unchanged. Revisions to the schedule may be made as necessary.

The project schedule must be revised when changes in construction phasing and sequencing occur or other changes that cause deviation from the original project schedule occur. Any revisions to the schedule must be

listed in the monthly update narrative with the purpose of the revision and description of the impact on the project schedule's critical path and project completion date. Create the schedule revision using the latest update before the start of the revision.

Monthly updating of the project schedule will include updating of:

- the actual start dates for activities started,
- the actual finish dates for activities completed,
- the percentage of work completed and remaining duration for each activity started but not yet completed, and
- the calendars to show days actual work was performed on the various work activities.

The cutoff day for recording monthly progress will be the last day of each month. Submit the updated project schedule no later than the 20th calendar day of the following month. The Engineer will evaluate the updated schedule within 5 calendar days of receipt and inform the Contractor if it has or has not been accepted. If the schedule is not accepted, the Engineer will provide comments to the Contractor for incorporation. Provide a revised schedule based on the Engineer's comments, or reasons for not doing so, within 5 calendar days.

Provide a brief narrative in a bulleted statement format for major items that have impacted the schedule. Notify the Engineer if resource-leveling is being used.

5.5.2.3.1. **Project Schedule Summary Report (PSSR)**. When shown on the plans, provide the PSSR instead of the narrative required in Section 8L.5.5.2.3., "Progress Schedule." The PSSR includes a listing of major items that have impacted the schedule and a summary of progress in days ahead or behind schedule. Include an explanation of the project progress for the period represented on the form provided by the Owner.

5.5.3. **Notice of Potential Time Impact**. Submit a notice of potential time impact when a Contract time extension or adjustment of milestone dates may be justified or when directed.

Failure to provide this notice in the timeframes specified above will compromise the Owner's ability to mitigate the impacts, and the Contractor forfeits the right to request a time extension or adjustment of milestone dates unless the circumstances are such that the Contractor could not reasonably have had knowledge of the impact at the time.

5.5.4. **Time Impact Analysis**. When directed, provide a time impact analysis. A time impact analysis is an evaluation of the effects of impacts on the project. A time impact analysis consists of the following steps.

- **Step 1**. Establish the status of the project immediately before the impact.
- **Step 2**. Predict the effect of the impact on the schedule update used in Step 1.
- **Step 3**. Track the effects of the impact on the schedule during its occurrence.
- **Step 4**. Establish the status of the project after the impact's effect has ended and provide details identifying any mitigating actions or circumstances used to keep the project ongoing during the impact period.

Determine the time impact by comparing the status of the work before the impact (Step 1) to the prediction of the effect of the impact (Step 2), if requested, and to actual effects of the impact once it is complete (Step 4). Unless otherwise approved by the Engineer, Steps 1, 3, and 4 must be completed before consideration of a Contract time extension or adjustment of a milestone date will be provided. Time extensions will be considered only when delays that affect milestone dates or the Contract completion date are beyond the Contractor's control. Submit Step 4 no later than 15 calendar days after the impact's effects have ended or when all the information on the effect has been realized.

Submit one electronic backup copy of the complete time impact analysis and a copy of the full project schedule incorporating the time impact analysis. If the project schedule is revised after the submittal of a time impact analysis, but before its approval, indicate in writing the need for any modification to the time impact analysis.

The Engineer will review the time impact analysis upon completion of Step 4. If this review detects revisions or changes to the schedule that had not been performed and identified in a narrative, the Engineer may reject the time impact analysis. If the Engineer is in agreement with the time impact analysis, a change order may be issued to grant additional working days, or to adjust interim milestones. Once a change order has been executed, incorporate the time impact analysis into the project schedule. The time impact analysis may also be used to support the settlement of disputes and claims. Compensation related to the time impact analysis may be provided at the completion of the analysis or the completion of the project to determine the true role the impact played on the final completion.

6. FAILURE TO COMPLETE WORK ON TIME

The time established for the completion of the work is an essential element of the Contract. If the Contractor fails to complete the work within the number of working days specified, working days will continue to be charged. Failure to complete the Contract, callout work, or a work order within the number of working days specified, including any approved additional working days, will result in liquidated damages for each working day charged over the number of working days specified. The dollar amount specified in the Contract will be deducted from any money due or to become due the Contractor for each working day the Contract, callout work, or work order remains incomplete. This amount will be assessed not as a penalty but as liquidated damages. The amount assessed for non-site-specific Contracts will be based on the estimated amount for each work order unless otherwise shown in the Contract. The amount assessed for each callout will be as specified in the Contract.

7. DEFAULT OF CONTRACT

7.1. **Declaration of Default**. The Engineer may declare the Contractor to be in default of the Contract if the Contractor:

- fails to begin the work within the number of days specified;
- fails to prosecute the work to assure completion within the number of days specified;
- is uncooperative, disruptive, or threatening;
- fails to perform the work in accordance with the Contract requirements;
- neglects or refuses to remove and replace rejected materials or unacceptable work;
- discontinues the prosecution of the work without the Engineer's approval;
- makes an unauthorized assignment;
- fails to resume work that has been discontinued within a reasonable number of days after notice to do so;
- fails to conduct the work in an acceptable manner; or
- commits fraud or other unfixable conduct as determined by the Owner.

If any of these conditions occur, the Engineer will give notice in writing to the Contractor and the Surety of the intent to declare the Contractor in default. If the Contractor does not proceed as directed within 10 days after the notice, the Owner will provide written notice to the Contractor and the Surety to declare the Contractor to be in default of the Contract. If the Contractor provides the Owner written notice of voluntary default of the Contract, the Owner may waive the 10-day notice of intent to declare the Contractor in default and immediately provide written notice of default to the Contractor and the Surety. Calendar day charges will continue until completion of the Contract. The Owner may suspend work in accordance with Article 8L.4., "Temporary Suspension of Work or Working Day Charges," to investigate apparent fraud or other unfixable conduct before defaulting the Contractor. The Contractor may be subject to sanctions under the state and/or federal laws and regulations. A default may result in the application of remedial action by the Owner.

The Owner will determine the method used for the completion of the remaining work as follows.

- For Contracts without performance bonds, the Owner will determine the most expeditious and efficient way to complete the work and recover damages from the Contractor.
- For Contracts with performance bonds, the Owner will require the Contractor's Surety to complete the remaining work in accordance with the terms of the original Contract. A completing Contractor will be

considered a subcontractor of the Surety. The Owner reserves the right to approve or reject proposed subcontractors. Work may resume after the Owner receives and approves Certificates of Insurance as required in Section 3.4.3., "Insurance." Certificates of Insurance may be issued in the name of the completing Contractor. The Surety is responsible for making every effort to expedite the resumption of work and completion of the Contract. The Owner may complete the work using any or all materials at the work locations that it deems suitable and acceptable. Any costs incurred by the Owner for the completion of the work under the Contract will be the responsibility of the Surety.

From the time of notification of the default until work resumes (either by the Surety or the Owner), the Owner will maintain traffic control devices and will do any other work it deems necessary, unless otherwise agreed upon by the Owner and the Surety. All costs associated with this work will be deducted from money due to the Surety.

The Owner will hold all money earned but not disbursed by the date of default. Upon resumption of the work after the default, all payments will be made to the Surety. All costs and charges incurred by the Owner resulting from the default, including the cost of completing the work under the Contract, costs of maintaining traffic control devices, costs for other work deemed necessary, and any applicable liquidated damages or disincentives will be deducted from money due the Contractor for completed work. If these costs exceed the sum that would have been payable under the Contract, the Surety will be liable and pay the Owner the balance of these costs in excess of the Contract price. In case the costs incurred by the Owner are less than the amount that would have been payable under the Contract if the work had been completed by the Contractor, the Owner will be entitled to retain the difference.

Comply with Article 8L.2., "Subcontracting," and abide by the DBE commitments previously approved by the Owner. Section 8L.2.1., "Construction Contracts and Federally Funded Maintenance Contracts," is waived.

No markups as defined in Article 9L.7., "Payment for Extra Work and Force Account Method," will be allowed for the Surety.

7.2. **Wrongful Default**. If it is determined after the Contractor is declared in default, that the Contractor was not in default, the rights and obligations of all parties will be the same as if termination had been issued for the convenience of the public as provided in Article 8L.8., "Termination of Contract."

8. TERMINATION OF CONTRACT

The Owner may terminate the Contract in whole or in part whenever:

- the Contractor is prevented from proceeding with the work as a direct result of an executive order of the President of the United States or the Governor of the State;
- the Contractor is prevented from proceeding with the work due to a national emergency, or when the work to be performed under the Contract is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment, or labor as the result of an order or a proclamation of the President of the United States;
- the Contractor is prevented from proceeding with the work due to an order of any federal authority;
- the Contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining court order where the issuance of the restraining order is primarily caused by acts or omissions of persons or agencies other than the Contractor; or
- the Owner determines that termination of the Contract is in the best interest of the State or the public. This includes, but is not limited to, the discovery of significant hazardous material problems, right of way acquisition problems, or utility conflicts that would cause substantial delays or expense to the Contract.

8.1. **Procedures and Submittals**. The Owner will provide written notice to the Contractor of termination specifying the extent of the termination and the effective date. Upon notice, immediately proceed in accordance with the following:

- stop work as specified in the notice,
- place no further subcontracts or orders for materials, services, or facilities, except as necessary to complete a critical portion of the Contract, as approved by the Engineer,
- terminate all subcontracts to the extent they relate to the work terminated,
- complete performance of the work not terminated,
- settle all outstanding liabilities and termination settlement proposals resulting from the termination of the Contract,
- create an inventory report, including all acceptable materials and products obtained for the Contract that have not been incorporated in the work that was terminated (include in the inventory report a description, quantity, location, source, cost, and payment status for each of the acceptable materials and products), and
- take any action necessary, or that the Engineer may direct, for the protection and preservation of the materials and products related to the Contract that are in the possession of the Contractor and in which the Owner has or may acquire an interest.

8.2. **Settlement Provisions**. Within 60 calendar days of the date of the notice of termination, submit a final termination settlement proposal, unless otherwise approved. The Engineer will prepare a change order that reduces the affected quantities of work and adds acceptable costs for termination. No claim for loss of anticipated profits will be considered. The Owner will pay reasonable and verifiable termination costs, including:

- all work completed at the unit bid price and partial payment for incomplete work,
- the percentage of Item 500, "Mobilization," equivalent to the percentage of work complete or actual cost that can be supported by cost records, whichever is greater,
- expenses necessary for the preparation of termination settlement proposals and support data;
- the termination and settlement of subcontracts,
- storage, transportation, restocking, and other costs incurred necessary for the preservation, protection, or disposition of the termination inventory, and
- other expenses acceptable to the Owner.

Item 9L
Measurement and Payment

1. MEASUREMENT OF QUANTITIES

The Engineer will measure all completed work using United States standard measures, unless otherwise specified.

1.1. **Linear Measurement**. Unless otherwise specified, all longitudinal measurements for surface areas will be made along the actual surface of the roadway and not horizontally. No deduction will be made for structures in the roadway with an area of 9 sq. ft. or less. For all transverse measurements for areas of base courses, surface courses, and pavements, the dimensions to be used in calculating the pay areas will be the neat dimensions and will not exceed those shown on the plans, unless otherwise directed.

1.2. **Volume Measurement**. Transport materials measured for payment by volume in approved hauling vehicles. Display a unique identification mark on each vehicle. Furnish information necessary to calculate the volume capacity of each vehicle. The Engineer may require verification of volume through weight measurement. Use body shapes that allow the capacity to be verified. Load and level the load to the equipment's approved capacity. Loads not hauled in approved vehicles may be rejected.

1.3. **Weight Measurement**. Transport materials measured for payment by weight or truck measure in approved hauling vehicles. Furnish certified measurements, tare weights, and legal gross weight calculations for all haul units. Affix a permanent, legible number on the truck and on the trailer to correspond with the certified information. Furnish certified weights of loaded haul units transporting material if requested.

The material will be measured at the point of delivery. The cost of supplying these volume and weight capacities is subsidiary to the pertinent Item. For measurement by the ton, in the field, provide measurements in accordance with Item 520, "Weighing and Measuring Equipment," except for Items where ton measurements are measured by standard tables.

The Engineer may reject loads and suspend hauling operations for overloading.

1.3.1. **Hauling on Routes Accessible to the Traveling Public**. For payment purposes on haul routes accessible to the traveling public:

- If the gross vehicle weight is less than the maximum allowed by state law, including applicable yearly weight tolerance permit, the net weight of the load will be determined by deducting the tare weight of the vehicle from the gross weight.
- If the gross vehicle weight is more than the maximum allowed by state law, including applicable yearly weight tolerance permit, the net weight of the load will be determined by deducting the tare weight of the vehicle from the maximum gross weight allowed.

1.3.2. **Hauling on Routes Not Accessible to the Traveling Public**. For payment purposes on haul routes that are not accessible to the traveling public where advance permission is obtained in writing from the Engineer:

- If the gross vehicle weight is less than the maximum allowed by the Engineer, including applicable yearly weight tolerance permit, the net weight of the load will be determined by deducting the tare weight of the vehicle from the gross weight.
- If the gross vehicle weight is more than the maximum allowed by the Engineer, the net weight of the load will be determined by deducting the tare weight of the vehicle from the maximum gross weight allowed.

2. PLANS QUANTITY MEASUREMENT

Plans quantities may or may not represent the exact quantity of work performed or material moved, handled, or placed during the execution of the Contract. The estimated bid quantities are designated as final payment quantities, unless revised by the governing specifications or this Article.

If the quantity measured as outlined under "Measurement" varies by more than 5% (or as stipulated under "Measurement" for specific Items) from the total estimated quantity for an individual Item originally shown in the Contract, an adjustment may be made to the quantity of authorized work done for payment purposes.

When quantities are revised by a change in design approved by the Owner, by change order, or to correct an error on the plans, the plans quantity will be increased or decreased by the amount involved in the change, and the 5% variance will apply to the new plans quantity.

If the total Contract quantity multiplied by the unit bid price for an individual Item is less than $250 and the Item is not originally a plans quantity Item, then the Item may be paid as a plans quantity Item if the Engineer and Contractor agree in writing to fix the final quantity as a plans quantity.

For Contracts with callout work and work orders, plans quantity measurement requirements are not applicable.

3. ADJUSTMENT OF QUANTITIES

The party to the Contract requesting the adjustment will provide field measurements and calculations showing the revised quantity. When approved, this revised quantity will constitute the final quantity for which payment will be made. Payment for revised quantity will be made at the unit price bid for that Item, except as provided for in Article 4L.4., "Changes in the Work."

4. SCOPE OF PAYMENT

Payment of the Contract unit price is full compensation for all materials, equipment, labor, tools, and supplies necessary to complete the Item of work under the Contract. Until final acceptance in accordance with Article 5L.12., "Final Acceptance," assume liability for completing the work according to the plans and specifications and any loss or damage arising from the performance of the work or from the action of the elements, infringement of patent, trademark, or copyright, except as provided elsewhere in the Contract.

The Owner will only pay for material incorporated into the work in accordance with the Contract. Payment of progress estimates will in no way affect the Contractor's obligation under the Contract to repair or replace any defective parts in the construction or to replace any defective materials used in the construction and to be responsible for all damages due to defects if the defects and damages are discovered on or before final inspection and acceptance of the work.

5. PROGRESS PAYMENTS

The Engineer will prepare a monthly estimate of the amount of work performed, including materials in place. Incomplete items of work may be paid at an agreed upon percentage approved by the Engineer. Payment of the monthly estimate is determined at the Contract item prices less any withholdings or deductions in accordance with the Contract. Progress payments may be withheld for failure to comply with the Contract.

It is the Owner's intent to pay a Contractor for work through the last working day of the month; however, the use of early cut-off dates for monthly estimates and MOH is a project management practice to manage workload at the local level. Approval for using early cut-off dates is at the Owner's discretion. The earliest cut-off date for pay applications is the 25th of the month.

6. PAYMENT FOR MATERIAL ON HAND (MOH)

If payment for MOH is desired, request compensation for the invoice cost of acceptable nonperishable materials that have not been used in the work before the request, and that have been delivered to the work location or are in acceptable storage places. Nonperishable materials are those that do not have a shelf life or whose characteristics do not materially change when exposed to the elements. Include only materials that have been sampled, tested, approved, or certified, and are ready for incorporation into the work. Only materials that are completely constructed or fabricated on the Contractor's order for a specific Contract and are so marked and on which an approved test report has been issued are eligible. Payment for MOH may include the following types of items: concrete traffic barrier, precast concrete box culverts, concrete piling, reinforced concrete pipe, and illumination poles. Any repairs required after fabricated materials have been approved for storage will require the Engineer's approval before being made and will be made at the Contractor's expense. Include only those materials and products, when cumulated under an individual item or similar bid items, that have an invoice cost of at least $1,000 in the request for MOH payment. (E.g., for MOH eligibility, various sizes of conductor are considered similar bid items and may be cumulated to meet the threshold; for small roadside signs, the sign supports, mounting bolts, and the sign face are considered one bid item or similar bid items for more than one pay item for sign supports.) Requests for MOH are to be submitted at least 2 days before but not later than the estimate cut-off date unless otherwise agreed. If there is a need to request MOH after the established cut-off date, the Owner can make accommodation as the need arises. This needed accommodation is to be the exception, though, and not the rule.

For Contracts with callout work and work orders, payment for MOH will only be made for materials authorized for purchase by the work order or by written approval of the Engineer.

If the request is acceptable, the Engineer will include payment for MOH in a progress payment. Payment for MOH does not constitute acceptance of the materials. Payment will not exceed the actual cost of the material as established by invoice, or the total cost for the associated item less reasonable placement costs, whichever is less. Materials for which the Contractor does not have a paid invoice within 60 days will not be eligible for payment and will be removed from the estimate. Payment may be limited to a portion of the invoice cost or unit price if shown elsewhere in the Contract. Payment for precast products fabricated or constructed by the Contractor for which invoices or freight bills are not available may be made based on statements of actual cost.

Submit the request on forms provided by the Owner. These forms may be electronically reproduced, provided they are in the same format and contain all the required information and certifications. Continue to submit monthly MOH forms until the total value of MOH is $0.

By submitting a request for MOH payment, the Contractor expressly authorizes the Owner to audit MOH records and to perform process reviews of the record-keeping system. If the Owner determines noncompliance with any of the requirements of this provision, the Owner may exclude payment for any or all MOH for the duration of the Contract.

Maintain all records relating to MOH payment until final acceptance. Provide these records to the Engineer upon request.

7. PAYMENT FOR EXTRA WORK AND FORCE ACCOUNT METHOD

Payment for extra work directed, performed, and accepted will be made in accordance with Article 4L.4., "Changes in the Work." Payment for extra work may be established by agreed unit prices or by Force Account Method.

Agreed unit prices are unit prices that include markups and are comparable to recent bid prices for the same character of work. These unit prices may be established without additional breakdown justification.

When using Force Account Method, determine an estimated cost for the proposed work and establish labor and equipment rates and material costs. Maintain daily records of extra work and provide copies of these

records daily, signed by the Contractor's representative, for the Owner's verification. Request payment for the extra work no later than the 10th day of the month following the month in which the work was performed. Include copies of all applicable invoices. If the extra work to be performed has an estimated cost of less than $10,000, submit for approval and payment an invoice of actual cost for materials, equipment, labor, tools, and incidentals necessary to complete the extra work. When added work requires mobilization that is exclusive to the added work, mobilization may be added to the force account invoice for payment.

7.1. **Markups**. Payment for extra work may include markups as compensation for the use of small tools, overhead expense, and profit.

7.1.1. **Labor**. Compensation will be made for payroll rates for each hour that the labor and foremen or others approved by the Engineer are actually engaged in the work. In no case will the rate of wages be less than the minimum shown in the Contract for a particular category. An additional 25% of this sum will be paid as compensation for overhead, superintendence, profit, and small tools.

7.1.2. **Insurance and Taxes**. An additional 55% of the labor cost, excluding the 25% compensation provided in Section 9L.7.1.1., "Labor," will be paid as compensation for labor insurance and labor taxes including the cost of premiums on non-project-specific liability (excluding vehicular) insurance, workers compensation insurance, Social Security, unemployment insurance taxes, and fringe benefits.

7.1.3. **Materials**. Compensation will be made for materials associated with the work based on actual delivered invoice costs, less any discount. An additional 25% of this sum will be paid as compensation for overhead and profit.

7.1.4. **Equipment**. Payment will be made for the established equipment hourly rates for each hour that the equipment is involved in the work. An additional 15% of this sum will be paid as compensation for overhead and profit not included in the rates.

Transportation cost for mobilizing equipment will be included if the equipment is mobilized from an offsite location.

7.1.4.1. **Contractor-Owned Equipment**. For Contractor-owned machinery, trucks, power tools, or other equipment, use the FHWA rental rates found in Equipment Watch multiplied by the regional adjustment factor and the rate adjustment factor to establish hourly rates. Use the rates in effect for each section of Equipment Watch at the time of use.

If a rate has not been established for a particular piece of equipment in Equipment Watch, the Engineer will allow a reasonable hourly rate. This price will include operating costs.

Payment for equipment will be made for the actual hours used in the work. The Owner reserves the right to withhold payment for low production or lack of progress. Payment will not be made for time lost for equipment breakdowns, time spent to repair equipment, or time after equipment is no longer needed.

If equipment is used intermittently while dedicated solely to the work, payment will be made for the duration the equipment is assigned to the work but no more than 8 hr. will be paid during a 24-hr. day, nor more than 40 hr. per week, nor more than 176 hr. per month, except when time is computed using a 6-day or 7-day workweek. When using a 6-day workweek, no more than 8 hr. will be paid during a 24-hr. day, nor more than 48 hr. per week, nor more than 211 hr. per month. When using a 7-day workweek, no more than 8 hr. will be paid during a 24-hr. day, nor more than 56 hr. per week, nor more than 246 hr. per month.

7.1.4.2. **Equipment Not Owned by the Contractor**. For equipment rented from a third party not owned by the Contractor, payment will be made at the invoice daily rental rate for each day the equipment is needed for the work. The Owner reserves the right to limit the daily rate to comparable FHWA rental rates found in Equipment Watch multiplied by the regional adjustment factor and the rate adjustment factor. When the invoice specifies that the rental rate does not include fuel, lubricants, repairs, and servicing, the Equipment Watch hourly operating cost for each hour the equipment is operated will be added.

When the invoice specifies equipment operators as a component of the equipment rental, payment will be made at the invoice rate for each operator for each day the equipment is needed for the work.

7.1.4.3. **Standby Equipment Costs**. Payment for standby equipment will be made in accordance with Section 9L.7.1.4., "Equipment." The 15% markup will be paid when standby is associated with extra work but will not be paid when standby is associated with damages.

7.1.4.3.1. **Contractor-Owned Equipment**. For Contractor-owned equipment:

- Standby will be paid at 50% of the monthly Equipment Watch rate after the regional and age adjustment factors have been applied. Operating costs will not be allowed. Calculate the standby rate as follows.

  Standby rate = (FHWA hourly rate - operating costs) × 50%

- If an hourly rate is needed, divide the monthly Equipment Watch rate by 176.
- No more than 8 hr. of standby will be paid during a 24-hr. day period, nor more than 40 hr. per week.
- Standby costs will not be allowed during periods when the equipment would have otherwise been idle.

7.1.4.3.2. **Equipment Not Owned by the Contractor**. For equipment rented from a third party not owned by the Contractor:

- Standby will be paid at the invoice daily rental rate, excluding operating cost, which includes fuel, lubricants, repairs, and servicing. The Owner reserves the right to limit the daily standby rate to comparable FHWA rental rates found in Equipment Watch multiplied by the regional adjustment factor and the rate adjustment factor.
- Standby will be paid for equipment operators when included on the invoice and equipment operators are actually on standby.
- Standby costs will not be allowed during periods when the equipment would have otherwise been idle.

7.1.5. **Subcontracting**. An additional 5% of the actual invoice cost will be paid to the Contractor as compensation for administrative cost and profit.

7.1.6. **Law Enforcement Personnel**. An additional 5% of the actual invoice cost will be paid as compensation for administrative costs and profit.

7.1.7. **Railroad Flaggers**. An additional 5% of the actual invoice cost will be paid as compensation for administrative cost and profit.

7.1.8. **Bond Cost**. An additional 1% of the total compensation provided in Article 9.7., "Payment for Extra Work and Force Account Method," will be paid for the increase in bond.

8. RETAINAGE

The Owner may withhold retainage on the Contractor.The Contractor may withhold retainage from subcontractors in accordance with applicable state and federal laws and regulations..

9. PAYMENT PROVISIONS FOR SUBCONTRACTORS

For the purposes of this Article only, the term subcontractor includes suppliers, and the term work includes materials provided by suppliers at a location approved by the Engineer.

These requirements apply to all tiers of subcontractors. Incorporate the provisions of this Article into all subcontract or material purchase agreements.

Pay subcontractors for work performed withi 10 days after receiving payment from the Owner.

Pay any retainage on a subcontractor's work within 10 days after satisfactory completion of all the subcontractor's work. Completed subcontractor work includes vegetative establishment, test, maintenance, performance, and other similar periods that are the responsibility of the subcontractor.

For the purpose of this Section, satisfactory completion is accomplished when:

- the subcontractor has fulfilled the Contract requirements of both the Owner and the subcontract for the subcontracted work, including the submittal of all information required by the Contract and the Owner, and
- the work done by the subcontractor has been inspected, approved, and paid by the Owner.

Provide a certification of prompt payment to certify that all subcontractors and suppliers were paid from the previous month's payments and retainage was released for those whose work is complete. Submit the certification in the manner prescribed by the Owner each month and the month following the month when final acceptance occurred.

The inspection and approval of a subcontractor's work does not eliminate the Contractor's responsibilities for the work as defined in Article 7L.17., "Contractor's Responsibility for Work."

10. FINAL PAYMENT

When the Contract has been completed, all work has been approved, final acceptance has been made in accordance with Article 5L.12., "Final Acceptance," and Contractor submittals have been received, the Engineer will prepare a final estimate for payment showing the total quantity of work completed and the money owed the Contractor. The final payment will reflect the entire sum due, less any sums previously paid.

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. 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 CFR 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.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which 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. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* 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 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees 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 Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. 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.

b. 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 Form to Report Lobbying," in accordance with its instructions.

2. 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 31 U.S.C. 1352. 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 its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize 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 this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working 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 paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

CONTRACTOR'S ASSURANCE

(Subcontracts-Federal Aid Projects)

By signing this proposal, the contractor is giving assurances that all subcontract agreements will incorporate the Standard Specification and Special Provisions to Section 9.9., Payment Provisions for Subcontractors, all subcontract agreements exceeding $2,000 will incorporate the applicable Wage Determination Decision, and all subcontract agreements will incorporate the following:

Special Provision	Certification of Nondiscrimination in Employment
Special Provision	Standard Federal Equal Employment Opportunity
Form FHWA 1273	Required Contract Provisions Federal-aid Construction Contracts (Form FHWA 1273 must also be physically attached to subcontracts and all lower-tier subcontracts)
Special Provision	Nondiscrimination (Include provisions of Sections 3.1 – 3.6 in all subcontracts and agreements for materials)
Special Provision	Cargo Preference Act Requirements in Federal-Aid Contracts

CERTIFICATION TO NOT BOYCOTT ENERGY COMPANIES

Pursuant to Texas Government Code §809.051, the Department must include a provision requiring a written verification affirming that the Contractor does not boycott energy companies, as defined in Government Code §809.001, and will not boycott energy companies during the term of the contract. This provision applies to a contract that:

1) is with a Contractor that is not a sole proprietorship,
2) is with a Contractor with 10 or more full-time employees, and
3) has a value of $100,000 or more.

By signing the contract, the Contractor certifies that it does not boycott energy companies and will not boycott energy companies during the term of this contract. “Boycott” means taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (1) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (2) does business with a company described by (1).

Violation of this certification may result in action by the Department.

CERTIFICATION TO NOT BOYCOTT ISRAEL

Pursuant to Texas Government Code §2271.002, the Department must include a provision requiring a written verification affirming that the Contractor does not boycott Israel, as defined in Government Code §808.001, and will not boycott Israel during the term of the contract. This provision applies to a contract that:

1) is with a Contractor that is not a sole proprietorship,
2) is with a Contractor with 10 or more full-time employees, and
3) has a value of $100,000 or more.

By signing the contract, the Contractor certifies that it does not boycott Israel and will not boycott Israel during the term of this contract. “Boycott” 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.

Violation of this certification may result in action by the Department.

CERTIFICATION REGARDING DISCLOSURE OF PUBLIC INFORMATION

Pursuant to Subchapter J, Chapter 552, Texas Government Code, contractors executing a contract with a governmental body that results in the expenditure of at least $1 million in public funds must:

1) preserve all contracting information* as provided by the records retention requirements applicable to Texas Department of Transportation (TxDOT) for the duration of the contract,
2) on request of TxDOT, promptly provide any contracting information related to the contract that is in the custody or possession of the entity, and
3) on completion of the contract, either:
    a. provide, at no cost to TxDOT, all contracting information related to the contract that is in the custody or possession of the entity, or
    b. preserve the contracting information related to the contract as provided by the records retention requirements applicable to TxDOT

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, 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.

By entering into Contract, the Contractor agrees to:

- provide, or make available, to TxDOT and any authorized governmental investigating or auditing agency all records, including electronic and payment records related to the contract, for the same period provided by the records retention schedule applicable to TxDOT, and
- ensure that all subcontracts include a clause requiring the same.

* As defined in Government Code §552.003, "Contracting information" means the following information maintained by a governmental body or sent between a governmental body and a vendor, contractor, potential vendor, or potential contractor:

1) information in a voucher or contract relating to the receipt or expenditure of public funds by a governmental body;
2) solicitation or bid documents relating to a contract with a governmental body;
3) communications sent between a governmental body and a vendor, contractor, potential vendor, or potential contractor during the solicitation, evaluation, or negotiation of a contract;
4) documents, including bid tabulations, showing the criteria by which a governmental body evaluates each vendor, contractor, potential vendor, or potential contractor responding to a solicitation and, if applicable, an explanation of why the vendor or contractor was selected; and
5) communications and other information sent between a governmental body and a vendor or contractor related to the performance of a final contract with the governmental body or work performed on behalf of the governmental body.

CERTIFICATION TO NOT DISCRIMINATE AGAINST FIREARM ENTITIES OR FIREARM TRADE ASSOCIATIONS

Pursuant to Texas Government Code §2274.002, the Department must include a provision requiring a written verification affirming that the Contractor:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Government Code §2274.001, and
2) will not discriminate against a firearm entity or firearm trade association during the term of the contract.

This provision applies to a contract that:

1) is with a Contractor that is not a sole proprietorship,
2) is with a Contractor with 10 or more full-time employees, and
3) has a value of $100,000 or more.

By signing the contract, the Contractor certifies that it does not discriminate against a firearm entity or firearm trade association as described and will not do so during the term of this contract. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to: (1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" does not include: (1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

Violation of this certification may result in action by the Department.

Texas Department of Transportation

Wages by Classification for Proposal

The wage rates listed herein are those predetermined by the Secretary of Labor and State Statute and listed in the United States Department of Labor's (USDOL) General Decisions dated 01-02-2026 and are the minimum wages to be paid accordingly for each specified classification. To determine the applicable wage rate zone, a list entitled "TEXAS COUNTIES IDENTIFIED BY WAGE RATE ZONES" is provided in the contract. Any wage rate that is not listed in the USDOL's general decision, must be requested by the contractor through the completion of an Additional Classification and Wage Rate Request and be submitted for approval. A blank cell indicates that the classification and wage rate are not listed on the USDOL's general decision and therefore must be requested by the contractor through the completion of an Additional Classification and Wage Rate Request. IMPORTANT NOTICE FOR STATE PROJECTS: only the controlling wage rate zone applies to the contract. Effective 01-02-2026.

Table 1 - Wage Rates.

CLASS. #	CLASSIFICATION DESCRIPTION	ZONE TX46 *(TX20250046)	ZONE TX51 *(TX20250051)	ZONE TX55 *(TX20250055)	ZONE TX291 *(TX20250291)	ZONE TX292 *(TX20250292)	ZONE TX293 *(TX20250293)	ZONE TX294 *(TX20250294)	ZONE TX295 *(TX20250295)	ZONE TX296 *(TX20250296)	ZONE TX297 *(TX20250297)	ZONE TX298 *(TX20250298)	ZONE TX299 *(TX20250299)	ZONE TX300 *(TX20250300)
1106	Asphalt Raker	$18.97	$15.02	$18.76	$19.40	$18.20	$16.28	$19.87	$19.53	$17.40	$15.22	$19.58	$20.41	$19.02
1124	Concrete Finisher, Paving and Structures	$20.92	$19.13	$21.11	$20.61	$18.72	$17.99	$22.48	$20.66	$21.16	$18.15	$20.77	$20.79	$20.04
1139	Electrician	$23.70			$30.54		$25.73	$36.10	$32.38				$31.46	
1143	Telecommunication Technician							$23.14						
1145	Traffic Signal/Light Pole Worker	$25.43			$21.99									
1150	Flagger	$13.50	$14.56	$15.30	$15.52	$15.00		$14.80	$13.99	$14.59	$15.81	$14.82	$16.63	$15.16
1151	Form Builder/Setter, Structures	$21.78	$18.59	$19.31	$20.63	$20.18	$19.37	$22.50	$20.05	$19.82	$18.26	$22.09	$19.93	$19.89
1160	Form Setter, Paving & Curb	$20.39	$17.31	$18.50	$19.18			$20.89	$18.25	$18.16	$17.56	$19.44	$19.32	$20.25
1172	Laborer, Common	$17.76	$14.88	$16.80	$17.52	$17.12	$15.16	$18.01	$16.72	$16.63	$15.22	$18.10	$17.12	$16.69
1175	Laborer, Utility	$18.51	$16.79	$17.91	$19.05	$17.46	$16.73	$19.32	$18.80	$18.42	$16.75	$18.10	$19.11	$18.40
1187	Mechanic	$27.08	$23.80	$25.11	$26.15	$28.00	$23.84	$27.44	$24.13	$25.51	$22.98	$25.47	$23.38	$23.35
1194	Servicer	$21.29	$20.03		$23.75	$21.51	$17.87	$24.86	$20.94		$19.11	$21.31	$20.33	$20.75
1196	Painter, Structures				$23.76					$27.93			$26.40	
1202	Piledriver												$21.48	
1205	Pipelayer	$17.76	$15.48		$19.23		$17.11	$22.46	$19.97	$19.40	$15.22	$18.10	$20.03	$17.56
1300	Asphalt Distributor Operator	$22.68	$19.62	$23.09	$24.07	$23.76	$21.93	$24.40	$22.69	$23.20	$24.54	$23.46	$23.26	$23.99
1303	Asphalt Paving Machine Operator	$20.34	$15.99	$20.95	$22.12	$22.45	$19.02	$22.52	$21.26	$19.14	$17.58	$21.32	$22.67	$20.70
1305	Broom or Sweeper Operator	$17.76	$15.22	$17.75	$18.09	$17.12		$18.01	$17.58	$16.63	$16.92	$18.10	$17.63	$17.30
1306	Crawler Tractor Operator	$20.95	$20.27	$20.00	$20.92				$19.82	$23.23		$22.51	$20.33	$20.83
1315	Concrete Paving, Curing, Float, Texturing Machine Operator								$23.12				$22.62	
1318	Concrete Pavement Finishing Machine Operator	$20.00		$24.85	$22.81			$24.07	$23.11				$22.18	
1329	Joint Sealer						$15.16							
1333	Concrete Saw Operator	$25.25		$20.69	$25.97			$20.34	$25.50				$21.57	$22.93
1341	Small Slipform Machine Operator							$25.09						
1342	Crane Operator, Lattice Boom 80 Tons or Less	$24.25	$29.80	$25.57	$26.47			$29.90	$24.33			$24.40	$25.74	$26.15
1343	Crane Operator, Lattice Boom Over 80 Tons				$28.87			$33.55	$23.75	$34.20			$23.85	$31.28
1344	Crane Operator, Hydraulic 80 Tons or less				$29.24		$23.37	$31.32	$27.22	$27.88	$28.75	$27.09	$24.75	$23.89
1345	Crane Operator, Hydraulic Over 80 Tons									$30.25				$31.44
1346	Loader/Backhoe Operator	$20.99	$16.37	$20.20	$20.32	$18.00	$17.92	$23.22	$20.42	$19.01	$16.93	$21.03	$21.37	$19.94
1347	Excavator Operator, 50,000 pounds or less	$25.59	$18.99		$22.93	$22.91	$19.70	$25.08	$21.05	$19.69	$21.86	$24.67	$21.53	$22.25
1348	Excavator Operator, Over 50,000 pounds		$19.29	$20.36	$22.90			$25.34	$22.80	$22.05	$25.35		$22.24	$22.47
1360	Foundation Drill Operator, Crawler Mounted							$29.25					$22.25	
1363	Foundation Drill Operator, Truck Mounted				$24.28			$29.86	$25.95		$27.81	$32.17	$26.04	$24.05
1369	Front End Loader Operator, 3 CY or Less	$19.42	$15.59	$18.40	$20.33	$18.28	$17.42	$20.93	$18.58	$18.80	$17.47	$19.06	$19.72	$19.34
1372	Front End Loader Operator,Over 3 CY	$19.52	$16.41	$17.25	$20.20	$19.83	$18.26	$22.56	$19.55	$18.71	$18.12	$20.11	$20.34	$20.00
1380	Milling Machine Operator	$20.98	$18.47	$19.48	$21.73	$18.49	$23.02	$20.94	$19.99	$22.53	$19.21	$20.37	$21.65	$19.88
1384	Reclaimer/Pulverizer Operator	$21.17			$19.05	$23.25		$22.17	$18.15	$18.83				$19.67
1390	Motor Grader Operator, Fine Grade	$27.00	$21.55	$23.01	$26.56	$26.38	$20.04	$27.09	$24.43	$26.88	$22.98	$26.74	$23.91	$24.96
1393	Motor Grader Operator, Rough	$23.50	$18.78	$19.00	$22.95	$23.69		$24.90	$21.43	$23.06	$19.60	$23.08	$21.20	$21.04
1396	Pavement Marking MachineOperator	$20.62		$16.80	$22.00	$18.99		$22.35	$22.96		$19.26	$23.48	$17.12	$17.50
1402	Roller Operator, Asphalt	$17.76	$14.88	$18.35	$20.24	$17.12		$20.35	$18.34	$17.27	$16.83	$18.76	$19.79	$18.13
1405	Roller Operator, Other	$17.76	$14.88	$16.80	$17.52	$17.12		$18.60	$17.09	$16.90	$15.38	$18.10	$18.93	$16.94
1411	Scraper Operator	$20.00	$14.88		$17.52		$18.33	$21.54	$17.71		$15.33	$19.49		$17.21
1413	Off Road Hauler				$17.52			$23.70	$16.90			$18.10	$17.12	
1428	Agricultural Tractor Operator				$19.14				$19.97			$23.21		
1445	Directional Drilling Operator				$25.19									
1446	Directional Drilling Locator				$21.39		$16.50							
1500	Reinforcing Steel Worker	$22.94	$19.62	$24.99	$22.46		$20.57	$23.50	$22.24	$22.76	$20.91	$25.70	$22.34	$23.47
1509	Structural Steel Worker												$22.64	
1513	Sign Erector				$17.52			$18.01						

CLASS. #	CLASSIFICATION DESCRIPTION	ZONE TX46 *(TX20250046)	ZONE TX51 *(TX20250051)	ZONE TX55 *(TX20250055)	ZONE TX291 *(TX20250291)	ZONE TX292 *(TX20250292)	ZONE TX293 *(TX20250293)	ZONE TX294 *(TX20250294)	ZONE TX295 *(TX20250295)	ZONE TX296 *(TX20250296)	ZONE TX297 *(TX20250297)	ZONE TX298 *(TX20250298)	ZONE TX299 *(TX20250299)	ZONE TX300 *(TX20250300)
1515	Spreader Box Operator	$18.50		$19.28	$19.31			$23.59	$18.52	$20.63	$23.00	$18.31	$17.84	$19.96
1520	Work Zone Barricade Servicer	$17.76	$15.81	$16.80	$17.75	$17.12		$18.01	$16.89	$17.52	$16.49	$18.10	$17.37	$17.66
1600	Truck Driver, Single Axle	$21.59	$17.93	$19.19	$19.70	$18.24	$15.16	$20.60	$19.22	$17.99	$19.02	$22.02	$21.93	$19.20
1606	Truck Driver, Single or Tandem Axle Dump Truck	$20.87	$18.50	$21.94	$20.91	$21.14	$16.58	$22.64	$20.30	$20.30	$18.63	$21.04	$18.60	$19.19
1607	Truck Driver, Tandem Axle Tractor with Semi-Trailer	$21.52	$19.81	$20.66	$21.71	$21.97		$23.22	$20.32	$22.08	$23.00	$21.91	$20.17	$19.52
1609	Truck Driver Lowboy-Float	$23.01	$27.10	$23.18	$25.96			$25.57	$23.97	$22.90	$25.75	$23.22	$25.94	$22.60
1612	Truck Driver Transit-Mix		$18.00					$21.97						
1615	Boom Truck Operator				$27.82									
1706	Welder		$21.35		$23.38		$17.34	$23.72				$22.00	$20.97	

Notes:
*Represents the USDOL wage decision.
Any worker employed on this project shall be paid at the rate of one and one half (1-1/2) times the regular rate for every hour worked in excess of forty (40) hours per week.

For reference, the titles and descriptions for the classifications listed here are detailed further in the Associated General Contractors (AGC) of Texas' Standard Job Classifications and Descriptions for Highway, Heavy, Utilities, and Industrial Construction in Texas posted on the AGC's Web site for any contractor.

Texas Counties Identified By
Wage Rate Zones: 46, 51, 55, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300

Table 2 - Counties by Zone.

County Name	Zone	County Name	Zone	County Name	Zone	County Name	Zone
Anderson	295	Donley	298	Karnes	300	Reagan	298
Andrews	298	Duval	297	Kaufman	294	Real	298
Angelina	295	Eastland	298	Kendall	291	Red River	295
Aransas	296	Ector	46	Kenedy	297	Reeves	292
Archer	46	Edwards	292	Kent	298	Refugio	300
Armstrong	46	El Paso	293	Kerr	300	Roberts	298
Atascosa	291	Ellis	294	Kimble	298	Robertson	291
Austin	299	Erath	295	King	298	Rockwall	294
Bailey	298	Falls	295	Kinney	292	Runnels	298
Bandera	291	Fannin	295	Kleberg	300	Rusk	55
Bastrop	291	Fayette	300	Knox	298	Sabine	295
Baylor	298	Fisher	298	Lamar	295	San Augustine	295
Bee	300	Floyd	298	Lamb	298	San Jacinto	299
Bell	291	Foard	298	Lampasas	291	San Patricio	296
Bexar	291	Fort Bend	299	LaSalle	297	San Saba	298
Blanco	300	Franklin	295	Lavaca	300	Schleicher	298
Borden	298	Freestone	295	Lee	300	Scurry	298
Bosque	295	Frio	297	Leon	295	Shackelford	298
Bowie	55	Gaines	298	Liberty	299	Shelby	295
Brazoria	299	Galveston	299	Limestone	295	Sherman	298
Brazos	291	Garza	298	Lipscomb	298	Smith	55
Brewster	292	Gillespie	300	Live Oak	300	Somervell	295
Briscoe	298	Glasscock	298	Llano	300	Starr	297
Brooks	297	Goliad	296	Loving	298	Stephens	298
Brown	298	Gonzales	300	Lubbock	46	Sterling	298
Burleson	291	Gray	298	Lynn	298	Stonewall	298
Burnet	300	Grayson	294	Madison	295	Sutton	292
Caldwell	291	Gregg	55	Marion	295	Swisher	298
Calhoun	296	Grimes	295	Martin	298	Tarrant	294
Callahan	46	Guadalupe	291	Mason	300	Taylor	46
Cameron	51	Hale	298	Matagorda	300	Terrell	292
Camp	295	Hall	298	Maverick	297	Terry	298
Carson	46	Hamilton	295	McCulloch	298	Throckmorton	298
Cass	295	Hansford	298	McLennan	291	Titus	295
Castro	298	Hardeman	298	McMullen	297	Tom Green	46
Chambers	299	Hardin	299	Medina	291	Travis	291
Cherokee	295	Harris	299	Menard	298	Trinity	295
Childress	298	Harrison	55	Midland	46	Tyler	295
Clay	46	Hartley	298	Milam	295	Upshur	55
Cochran	298	Haskell	298	Mills	298	Upton	298
Coke	298	Hays	291	Mitchell	298	Uvalde	297
Coleman	298	Hemphill	298	Montague	298	Val Verde	292
Collin	294	Henderson	295	Montgomery	299	Van Zandt	295
Collingsworth	298	Hidalgo	51	Moore	298	Victoria	296
Colorado	300	Hill	295	Morris	295	Walker	295
Comal	291	Hockley	298	Motley	298	Waller	299
Comanche	298	Hood	295	Nacogdoches	295	Ward	298
Concho	298	Hopkins	295	Navarro	295	Washington	295
Cooke	298	Houston	295	Newton	295	Webb	51
Coryell	291	Howard	298	Nolan	298	Wharton	300
Cottle	298	Hudspeth	292	Nueces	296	Wheeler	298
Crane	298	Hunt	294	Ochiltree	298	Wichita	46
Crockett	292	Hutchinson	298	Oldham	298	Wilbarger	298
Crosby	46	Irion	46	Orange	299	Willacy	297
Culberson	292	Jack	295	Palo Pinto	295	Williamson	291
Dallam	298	Jackson	300	Panola	295	Wilson	291
Dallas	294	Jasper	295	Parker	294	Winkler	298
Dawson	298	Jeff Davis	292	Parmer	298	Wise	294
Deaf Smith	298	Jefferson	299	Pecos	292	Wood	295
Delta	294	Jim Hogg	297	Polk	295	Yoakum	298
Denton	294	Jim Wells	300	Potter	46	Young	298
DeWitt	300	Johnson	294	Presidio	292	Zapata	297
Dickens	298	Jones	46	Rains	295	Zavala	297
Dimmit	297			Randall	46		

CHILD SUPPORT STATEMENT

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

State of Texas Child Support Business Ownership Form

County: _____ Project Name: _____

TxDOT CSJ: _____ LG Project Number: _____

Business Entity Submitting Bid:_____

Section 231.006, Family Code, requires a bid for a contract paid from state funds to include the names and social security number of individuals owning 25% or more of the business entity submitting the bid.

1. In the spaces below please provide the names and social security number of individuals owning 25% or more of the business.

Name	Social Security Number
_____	_____
_____	_____
_____	_____
_____	_____

2. Please check the box below if no individual owns 25% or more of the business.

( ) No individual own 25% or more of the business.

Except as provided by Section 231.302(d), Family Code, a social security number is confidential and may be disclosed only for the purpose of responding to a request for information from an agency operating under the provisions of Part A and D to Title IV of the Federal Social Security Act (42 USC Section 601-617 and 651-699).

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

The information collected on this form will be maintained by Enter Local Government Name. With few exceptions, you are entitled on request to be informed about the information collected about you. Under Sections 552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under Section 559.004 of the Government Code, you are also entitled to have information about you corrected that you believe is incorrect.

_____ 5/11/26

Signature Date

Humberto Garcia Jr.

Printed Name

IF THIS PROJECT IS A JOINT VENTURE,

ALL PARTIES TO THE JOINT VENTURE MUST PROVIDE A COMPLETED FORM.

Prohibition on Certain Telecommunications Equipment or Services

The Federal Register Notice issued the Final Rule and states that the amendment to 2 CFR 200.216 is effective on August 13, 2020. The new 2 CFR 200.471 regulation provides clarity that the telecommunications and video surveillance costs associated with 2 CFR 200.216 are unallowable for services and equipment from these specific providers. OMB's Federal Register Notice includes the new 2 CFR 200.216 and 2 CFR 200.471 regulations.

Per the Federal Law referenced above, use of services, systems, or services or systems that contain components produced by any of the following manufacturers is strictly prohibited for use on this project. Therefore, for any telecommunications, CCTV, or video surveillance equipment, services or systems cannot be manufactured by, or have components manufactured by:

- Huawei Technologies Company,
- ZTE Corporation (any subsidiary and affiliate of such entities),
- Hyatera Communications Corporation,
- Hangzhou Hikvision Digital Technology Company,
- Dahua Technology Company (any subsidiary and affiliate of such entities).

Violation of this requirement will require replacement of the equipment at the contractor's expense.

Special Provision to Item 000
Nondiscrimination

1. DESCRIPTION

All recipients of federal financial assistance are required to comply with various nondiscrimination laws, including Title VI of the Civil Rights Act of 1964, as amended (Title VI). Title VI forbids discrimination against anyone in the United States on the grounds of race, color, or national origin by any agency receiving federal funds.

The Owner, as a recipient of federal financial assistance, and under Title VI and related statutes, ensures that no person will on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment in accordance with 42 USC 2000d-3), color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any of Owner's programs or activities.

2. DEFINITION OF TERMS

Where the term "Contractor" appears in the following six nondiscrimination clauses, the term "Contractor" is understood to include all parties to Contracts or agreements with the Owner.

3. NONDISCRIMINATION PROVISIONS

During the performance of this Contract, the Contractor agrees as follows.

3.1. **Compliance with Regulations**. The Contractor must comply with the Regulations pertinent to nondiscrimination in federally assisted programs of the United States Department of Transportation 49 CFR 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

3.2. **Nondiscrimination**. The Contractor, regarding the work performed during the Contract, must not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor must not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3.3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, the Contractor must notify each potential subcontractor or supplier of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

3.4. **Information and Reports**. The Contractor must provide all information and reports required by the Regulations or directives issued pursuant thereto, and must permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the Recipient or the Owner to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor must so certify to the Owner, or the Texas Department of Transportation as appropriate, and must set forth what efforts it has made to obtain the information.

3.5. **Sanctions for Noncompliance**. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Owner must impose such Contract sanctions as it or the Owner may

determine to be appropriate, including, but not limited to actions defined in Article 5.1., "Authority of Engineer."

3.6. **Incorporation of Provisions**. The Contractor must include the provisions of Sections 3.1–3.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor must take such action with respect to any subcontract or procurement as the Owner 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 supplier as a result of such direction, the Contractor may request the Owner to enter into such litigation to protect the interests of the Owner, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Special Provision to Item 000
Certification of Nondiscrimination in Employment

1. GENERAL

By signing this proposal, the Bidder certifies that it has participated in a previous Contract or subcontract subject to the equal opportunity clause, as required by Executive Order (EO) 10925, 11114, or 11246, or if it has not participated in a previous Contract of this type, or if it has had previous Contracts or subcontracts and has not filed, it will file with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity (EEO), all reports due under the applicable filing requirements.

Note—The above certification is required by the EEO Regulations of the Secretary of Labor [41 CFR 60-1.7(b)(1)], and must be submitted by Bidders and proposed subcontractors only in connection with Contracts and subcontracts that are subject to the equal opportunity clause. Contracts and subcontracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only Contracts or subcontracts of $10,000 or less are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the EOs or their implementing regulations.

Proposed prime Contractors and subcontractors that have participated in a previous Contract or subcontract subject to the EO and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of Contracts and subcontracts unless such Contractor submits a report covering the delinquent period or such other period specified by FHWA or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

Special Provision 000

Cargo Preference Act Requirements in Federal Aid Contracts

1. DESCRIPTION

All recipients of federal financial assistance are required to comply with the U.S. Department of Transportation's Cargo Preference Act requirements, 46 CFR 381, "Use of United States-Flag Vessels."

This requirement applies to material or equipment that is acquired specifically for a federal-aid highway project. It is not applicable to goods or materials that come into inventories independent of an FHWA-funded Contract.

When oceanic shipments are necessary for materials or equipment acquired for a specific federal-aid construction project, the Contractor agrees to:

- use privately owned United States-flag commercial vessels to ship at least 50% 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 this Contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels;

- furnish a legible copy of a rated, onboard commercial ocean bill of lading in English for each shipment of cargo described in Paragraph (b)(1) of 46 CFR 381, Section 7, "Federal Grant, Guaranty, Loan and Advance of Funds Agreements," within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, to both the Engineer (through the prime Contractor in the case of subcontractor bills of lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590; and

- insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Contract.

Special Provision to Item 000
Schedule of Liquidated Damages

The dollar amount of daily contract administration Liquidated Damages per Working Day is $1000

In addition to the amount shown above, the Liquidated Damages will be increased by the amount shown in Item 8 of the General Notes for Road User Cost (RUC), when applicable.

Special Provision to Item 2L
Instructions to Bidders

Item 2, "Instructions to Bidders" of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 7., "Nonresponsive Bid," is voided and replaced by the following.

The Owner will not accept a nonresponsive bid. A bid that has one or more of the deficiencies listed below is considered nonresponsive:

- the bid was not in the hands of the Letting Official at the time and location specified in the advertisement,
- a proposal form was submitted for the same project by a Bidder or Bidders and one or more of its partners or affiliates
- the Bidder was not authorized to receive a proposal form under Article 2.3., "Issuing Proposal Forms,"
- the Bidder failed to acknowledge receipt of all addenda issued,
- the proposal form was signed by a person who was not authorized to bind the Bidder or Bidders,
- the proposal guaranty did not comply with the requirements contained in this Item,
- the bid was in a form other than the official proposal form issued by the Owner,
- the Bidder modified the bid in a manner that altered the conditions or requirements for work as stated in the proposal form,
- the Bidder bid more than the maximum or less than the minimum number of allowable working days shown on the plans when working days was an item,
- a typed proposal form does not contain the information in the format shown on the "Example of Bid Prices Submitted by Computer Printout" on the proposal form,
- the Bidder did not meet the requirements of the technical qualification,
- the Bidder failed to submit a DBE commitment as specified in Article 2.14., "Disadvantaged Business Enterprise (DBE),"
- the Bidder failed to participate in the DHS E-Verify system as specified in Article 2.15., "Department of Homeland Security (DHS) E-Verify System," or
- the apparent low bid is mathematically and materially unbalanced.
- The bidder is not prequalified by TxDOT

Special Provision to Item 3L
Award and Execution of Contract

Item 3L, "Award and Execution of Contract," of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Section 1.2., "Rejection," is voided and replaced by the following.

1.2. **Rejection**. The Owner will reject the Contract if:

- collusion may have existed among the Bidders. Collusion participants will not be allowed to bid future proposals for the same Contract,
- the lowest bid is higher than the Owner's estimate, and re-advertising for bids may result in a lower bid,
- the low bid contains a bid error that satisfies the requirements and criteria in Article 2.12., "Consideration of Bid Errors," or
- rejection of the Contract is in the best interest of the Owner.

Special Provision to Item 6L
Control of Materials

Item 6L, "Control of Materials" of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Section 1.1. "Buy America," and Section 1.2., "Buy America Exceptions," are voided and replaced by the following.

1.1. **Buy America**. Comply with the latest provisions of Build America, Buy America Act (BABA Act) and applicable CFR, which restrict funds being made available from Federal financial assistance programs unless all the iron products, steel products, manufactured products, and construction materials used in the project are manufactured in the United States. Use iron or steel products, manufactured products, or construction materials manufactured in the United States for all permanently installed materials and products except when defined in Section 1.1.5., "Buy America Exceptions."

A material is solely classified based on its status at the time it is brought to the work site as either an iron or steel product, construction material, manufactured product, or excluded material. Refer to the Buy America Material Classification Sheet found at https://www.txdot.gov/business/resources/materials/buy-america/buy-america-material-classification-sheet.html for additional clarification on material classification.

Texas Department of Transportation's MPLs include Gold Star listings for certain manufacturers, construction materials, or products. Gold Star items are manufacturers, materials, or products that have submitted a Buy America certification (as listed on an MPL) to be in compliance with the Buy America requirements. For items identified as a Gold Star manufacturer, material, or product; the only Material Sourcing documentation as stated in Table 1 BABA Submissions is required.

Table1
BABA Submission Requirements

Classification	Form 1818 [2 & 3] (notarized original Form D-9 USA-1)	Material Sourcing Documentation [4]	Form 2806 [5 & 6]	De Minimis Tracking Log [7]
Iron or Steel Products	✓	✓		✓
Construction Material		✓	✓	✓
Manufactured Product [1]		✓	✓	✓

1. For ITS enclosures and precast concrete products as stated under Manufactured Products, submission requirements for Iron and Steel Products and Manufactured Products apply. Reinforcing Steel or items covered by TxDOT's Gold Star Program do not require a Form 1818 submission.
2. For miscellaneous steel exceptions may be allowed to submit a notarized certification letter in lieu of submitting Form 1818, as approved by the Owner. There are no exceptions for iron or steel products required to be furnished in accordance with item 441, "Steel Structures", or requested otherwise. Items covered by TxDOT's Gold Star Program do not require a Form 1818.
3. Item 450 aluminum metal railing and Item 610 aluminum roadway illumination poles, will require Form 1818 to be submitted when requested by the Owner.
4. For materials that are BABA compliant and are on TxDOT's Material Producer List (MPL). Material Sourcing Documentation is documentation, along with any necessary attachments, that connects the Material's source to project. Provide additional documentation at the request of the Owner.
5. Form 2806 is required to be submitted for products and materials to certify BABA compliance when an MPL does not exist for the corresponding material.
6. Form 2806 is required for materials that are not listed as BABA compliant on the associated MPL.
7. De Minimis Tracking Log is required for materials that are not BABA compliant and must be submitted in advance when de minimis waiver is being pursued. De Minimis Tracking Log must track non-compliant iron or steel products separately from non-compliant construction materials and manufactured products. Contact the Owner when either thresholds in 6.1.1.5, "Buy America Exceptions" is reached. Non-compliant items above the de minimis threshold will require removal and replacement with BABA compliant item, or not paid for as determined by the Engineer.

1.1.1. **Materials Excluded from Buy America.** Excluded Materials mean cement and cementitious material; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. Excluded Materials do not require domestic sourcing or Buy America certification.

Materials combined as an unsettled mixture delivered to a work site without final form, for incorporation into a project, such as hot mix asphalt, or wet concrete mixtures, are not a manufactured product and are considered excluded from Buy America.

1.1.2. **Iron or Steel Product**. Iron or steel products means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

Predominantly of iron or steel or a combination of both means the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

For iron or steel products, manufacturing includes any process that modifies the chemical content, physical shape or size, or final finish of a product. The manufacturing process begins with initial melting and mixing and continues through fabrication (e.g., cutting, drilling, welding, bending.) and coating (e.g., paint, galvanizing, epoxy).

1.1.3. **Construction Materials**. Construction materials are classified as articles, materials, or supplies that consist of only one of the items listed in bullets below. Minor additions of articles, materials, supplies, or binding agents (as determined by the plans or the Engineer) to any of the items listed does not change the classification of a construction material.

- non-ferrous metals,
- plastic and polymer-based products (including polyvinyl chloride, composite building materials, and polymers used in fiber optic cables),
- glass (including optic glass),
- fiber optic cable (including drop cable),
- optical fiber,
- lumber,
- engineered wood, or
- drywall.

Each construction material has specific certification requirements stated below which constitute Buy America Compliance. Provide additional documentation as requested.

For non-ferrous metals, certification requires all manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.

For plastic and polymer-based products (including polyvinyl chloride, composite building materials, and polymers used in fiber optic cables), certification requires all manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.

For glass (including optic glass), certification requires all manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.

For fiber optic cable (including drop cable), certification requires all manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.

For optical fiber, certification requires all manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.

For lumber, certification requires all manufacturing processes, from initial debarking through treatment and planing, occurred in the United States.

For engineered wood, certification requires all manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

For drywall, certification requires all manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.

1.1.4. **Manufactured Product** means articles, materials, or supplies that have been processed into a specific form and shape, or combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies. Manufactured products may include components that are iron or steel products, excluded materials, or construction materials. Any product classified as an iron or steel product, excluded material, or construction material is not a manufactured product. In addition, mixtures of excluded materials, such as asphalt or concrete mixtures, delivered to a work site without final form for incorporation into a project are not a manufactured product and are considered excluded.

Manufactured products are required to be Manufactured in the United States. For manufactured products, submit per submission table above.

Manufactured in the United States (for Manufactured Products) means the final assembly occurred in the United States of America.

Precast Concrete products classified as a manufactured product (not predominantly of iron and steel) are to be Manufactured in the United States and require iron or steel components to comply with manufacturing requirements for Iron or Steel Products stated in Section 6.1.1.2.

Intelligent Transportation Systems and other electronic hardware systems classified as a manufactured product are to be Manufactured in the United States and must require iron or steel cabinets or other enclosures of such systems to comply with manufacturing requirements for Iron or Steel Products stated in Section 6.1.1.2

Component means an article, material, or supply, whether manufactured or unmanufactured, incorporated directly into a manufactured product or where applicable, an iron or steel product.

1.1.5. **Buy America Exceptions**. Use of iron or steel products, construction materials, and manufactured products manufactured in the United States is required unless the material meets an exception below.

- A waiver exists exempting the material from Buy America compliance.
- The total value of the non-compliant products (other than iron or steel products) is no more than the lesser of $1,000,000 or 5% of Total Applicable Costs for the project. Total Applicable Cost means the actual cost of all materials requiring Buy America compliance including iron, steel, or other materials that are within the scope of existing waivers. Contractor must provide documentation showing under threshold in advance for Engineer's consideration.
- The total value of foreign iron or steel products, including delivery, does not exceed 0.1% of the total Contract cost or $2,500, whichever is greater. The Contractor must provide documentation showing under threshold in advance for the Engineer's consideration.
- Foreign iron or steel products may be allowed when the Contract contains an alternate item for a foreign source iron or steel product and the Contract is awarded based on the alternate item.
- The materials are temporarily installed or are supplies, tools, and equipment not incorporated into the project. Temporarily installed means the materials and products must be removed at the end of the project or may be removed at the Contractor's convenience with the Engineer's approval.

Special Provision to Item 506

Temporary Erosion, Sedimentation, and Environmental Controls

For this project, item 506, "Temporary Erosion, Sedimentation, and Environmental Controls," of the standard specifications, is hereby voided and replaced with the following.

1. DESCRIPTION

Install, maintain, and remove erosion, sedimentation, and environmental control measures to prevent or reduce the discharge of pollutants in accordance with the Storm Water Pollution Prevention Plan (SWP3) in the plans and the Texas Pollutant Discharge Elimination System (TPDES) General Permit TXR150000.

2. MATERIALS

Furnish materials in accordance with the following:

- Item 161, "Compost"
- Item 432, "Riprap"
- Item 556, "Pipe Underdrains"

2.1. **Rock Filter Dams**.

2.1.1. **Aggregate**. Furnish aggregate with hardness, durability, cleanliness, and resistance to crumbling, flaking, and eroding acceptable to the Owner. Provide the following:

- Types 1, 2, and 4 Rock Filter Dams. Use 3 to 6 in. aggregate.
- Type 3 Rock Filter Dams. Use 4 to 8 in. aggregate.

2.1.2. **Wire**. Provide minimum 20 gauge galvanized wire for the steel wire mesh and tie wires for Types 2 and 3 rock filter dams. Type 4 dams require:

- a double-twisted, hexagonal weave with a nominal mesh opening of 2-1/2 in. × 3-1/4 in.;
- minimum 0.0866 in. steel wire for netting;
- minimum 0.1063 in. steel wire for selvages and corners; and
- minimum 0.0866 in. for binding or tie wire.

2.1.3. **Sandbag Material**. Furnish sandbags meeting Section 506.2.8., "Sandbags," except that any gradation of aggregate may be used to fill the sandbags.

2.2. **Temporary Pipe Slope Drains**. Provide corrugated metal pipe, polyvinyl chloride (PVC) pipe, flexible tubing, watertight connection bands, grommet materials, prefabricated fittings, and flared entrance sections that conform to the plans. Recycled and other materials meeting these requirements are allowed if approved.

Furnish concrete in accordance with Item 432, "Riprap."

2.3. **Temporary Paved Flumes**. Furnish asphalt concrete, hydraulic cement concrete, or other comparable non-erodible material that conforms to the plans. Provide rock or rubble with a minimum diameter of 6 in. and a maximum volume of 1/2 cu. ft. for the construction of energy dissipaters.

2.4. **Construction Exits**. Provide materials that meet the details shown on the plans and this Section.

2.4.1. **Rock Construction Exit**. Provide crushed aggregate for long- and short-term construction exits. Furnish aggregates that are clean, hard, durable, and free from adherent coatings such as salt, alkali, dirt, clay, loam, shale, soft or flaky materials, and organic and injurious matter. Use 4- to 8-in. aggregate for Type 1. Use 2- to 4-in. aggregate for Type 3.

2.4.2. **Timber Construction Exit**. Furnish No. 2 quality or better railroad ties and timbers for long-term construction exits, free of large and loose knots and treated to control rot. Fasten timbers with nuts and bolts or lag bolts, of at least 1/2 in. diameter, unless otherwise shown on the plans or allowed. Provide plywood or pressed wafer board at least 1/2 in. thick for short-term exits.

2.4.3. **Foundation Course**. Provide a foundation course consisting of flexible base, bituminous concrete, hydraulic cement concrete, or other materials as shown on the plans or directed.

2.5. **Embankment for Erosion Control**. Provide rock, loam, clay, topsoil, or other earth materials that will form a stable embankment to meet the intended use.

2.6. **Pipe**. Provide pipe outlet material in accordance with Item 556, "Pipe Underdrains," and details shown on the plans.

2.7. **Construction Perimeter Fence**.

2.7.1. **Posts**. Provide essentially straight wood or steel posts that are at least 60 in. long. Furnish soft wood posts with a minimum diameter of 3 in., or use nominal 2 × 4 in. boards. Furnish hardwood posts with a minimum cross-section of 1-1/2 × 1-1/5 in. Furnish T- or L-shaped steel posts with a minimum weight of 0.5 lb. per foot.

2.7.2. **Fence**. Provide orange construction fencing as approved.

2.7.3. **Fence Wire**. Provide 11 gauge or larger galvanized smooth or twisted wire. Provide 16 gauge or larger tie wire.

2.7.4. **Flagging**. Provide brightly-colored flagging that is fade-resistant and at least 3/4 in. wide to provide maximum visibility both day and night.

2.7.5. **Staples**. Provide staples with a crown at least 1/2 in. wide and legs at least 1/2 in. long.

2.7.6. **Used Materials**. Previously used materials meeting the applicable requirements may be used if approved.

2.8. **Sandbags**. Provide sandbag material of polypropylene, polyethylene, or polyamide woven fabric with a minimum unit weight of 4 oz. per square yard, a Mullen burst-strength exceeding 300 psi, and an ultraviolet stability exceeding 70%.

Use natural coarse sand or manufactured sand meeting the gradation given in Table 1 to fill sandbags. Filled sandbags must be 24 to 30 in. long, 16 to 18 in. wide, and 6 to 8 in. thick.

Table 1
Sand Gradation

Sieve #	Retained (% by Weight)
4	Maximum 3%
100	Minimum 80%
200	Minimum 95%

Aggregate may be used instead of sand for situations where sandbags are not adjacent to traffic. The aggregate size shall not exceed 3/8 in.

2.9. **Temporary Sediment Control Fence**. Provide a net-reinforced fence using woven geo-textile fabric. Logos visible to the traveling public will not be allowed.

2.9.1. **Fabric**. Provide fabric materials in accordance with DMS-6230, "Temporary Sediment Control Fence Fabric."

2.9.2. **Posts**. Provide essentially straight wood or steel posts with a minimum length of 48 in., unless otherwise shown on the plans. Furnish soft wood posts at least 3 in. in diameter, or use nominal 2 × 4 in. boards. Furnish hardwood posts with a minimum cross-section of 1-1/2 × 1-1/2 in. Furnish T- or L-shaped steel posts with a minimum weight of 1.3 lb. per foot.

2.9.3. **Net Reinforcement**. Provide net reinforcement of at least 12-1/2 gauge galvanized welded wire mesh, with a maximum opening size of 2 × 4 in., at least 24 in. wide, unless otherwise shown on the plans.

2.9.4. **Staples**. Provide staples with a crown at least 3/4 in. wide and legs 1/2 in. long.

2.9.5. **Used Materials**. Use recycled material meeting the applicable requirements if approved.

2.10. **Biodegradable Erosion Control Logs**.

2.10.1. **Core Material**. Furnish core material that is biodegradable or recyclable. Use compost, mulch, aspen excelsior wood fibers, chipped site vegetation, agricultural rice or wheat straw, coconut fiber, 100% recyclable fibers, or any other acceptable material unless specifically called out on the plans. Permit no more than 5% of the material to escape from the containment mesh. Furnish compost meeting the requirements of Item 161, "Compost."

2.10.2. **Containment Mesh**. Furnish containment mesh that is 100% biodegradable, photodegradable, or recyclable such as burlap, twine, UV photodegradable plastic, polyester, or any other acceptable material.

Furnish biodegradable or photodegradable containment mesh when log will remain in place as part of a vegetative system.

Furnish recyclable containment mesh for temporary installations.

2.10.3. **Size**. Furnish biodegradable erosion control logs with diameters shown on the plans or as directed. Stuff containment mesh densely so logs do not deform.

3. CONSTRUCTION

3.1. **Contractor Responsibilities**. Implement the Owner's Storm Water Pollution Prevention Plan (SWP3) for the project in accordance with the plans and specifications, TPDES General Permit TXR150000, and as directed by the Owner. Develop and implement an SWP3 for project-specific material supply plants within and outside of the Owner's right of way in accordance with the specific or general storm water permit requirements. Prevent water pollution from storm water associated with construction activity from entering any surface water or private property on or adjacent to the project site.

3.2. **General.**

3.2.1. **Phasing**. Implement control measures in the area to be disturbed before beginning construction, or as directed. Limit the disturbance to the area shown on the plans or as directed. If, in the opinion of the Owner, the Contractor cannot control soil erosion and sedimentation resulting from construction operations, the Owner will limit the disturbed area to that which the Contractor is able to control. Minimize disturbance to vegetation.

3.2.2. **Maintenance**. Immediately correct ineffective control measures. Implement additional controls as directed. Remove excavated material within the time requirements specified in the applicable storm water permit.

3.2.3. **Stabilization**. Stabilize disturbed areas where construction activities will be temporarily stopped in accordance with the applicable storm water permit. Establish a uniform vegetative cover. The project will not be accepted until a 70% density of existing adjacent undisturbed areas is obtained, unless otherwise shown on the plans. When shown on the plans, the Owner may accept the project when adequate controls are in place that will control erosion, sedimentation, and water pollution until sufficient vegetative cover can be established.

3.2.4. **Finished Work**. Upon acceptance of vegetative cover, remove and dispose of all temporary control measures, temporary embankments, bridges, matting, falsework, piling, debris, or other obstructions placed during construction that are not a part of the finished work, or as directed.

3.2.5. **Restricted Activities and Required Precautions**. Do not discharge onto the ground or surface waters any pollutants such as chemicals, raw sewage, fuels, lubricants, coolants, hydraulic fluids, bitumens, or any other petroleum product. Operate and maintain equipment on-site to prevent actual or potential water pollution. Manage, control, and dispose of litter on-site such that no adverse impacts to water quality occur. Prevent dust from creating a potential or actual unsafe condition, public nuisance, or condition endangering the value, utility, or appearance of any property. Wash out concrete trucks only as described in the TPDES General Permit TXR150000. Utilize appropriate controls to minimize the offsite transport of suspended sediments and other pollutants if it is necessary to pump or channel standing water (i.e. dewatering). Prevent discharges that would contribute to a violation of Edwards Aquifer Rules, water quality standards, the impairment of a listed water body, or other state or federal law.

3.3. **Installation, Maintenance, and Removal Work**. Perform work in accordance with the SWP3, according to manufacturers' guidelines, and in accordance with the TPDES General Permit TXR150000. Install and maintain the integrity of temporary erosion and sedimentation control devices to accumulate silt and debris until soil disturbing activities are completed and permanent erosion control features are in place or the disturbed area has been adequately stabilized as determined by the Owner. . If a device ceases to function as intended, repair or replace the device or portions thereof as necessary. Remove sediment, debris, and litter. When approved, sediments may be disposed of within embankments, or in the right of way in areas where the material will not contribute to further siltation. Dispose of removed material in accordance with federal, state, and local regulations.

Remove devices upon approval or as directed. Finish-grade and dress the area upon removal. Stabilize disturbed areas in accordance with the permit, and as shown on the plans or directed. Materials removed are considered consumed by the project. Retain ownership of stockpiled material and remove it from the project when new installations or replacements are no longer required.

3.3.1. **Rock Filter Dams for Erosion Control.** Remove trees, brush, stumps, and other objectionable material that may interfere with the construction of rock filter dams. Place sandbags as a foundation when required or at the Contractor's option.

Place the aggregate to the lines, height, and slopes specified, without undue voids for Types 1, 2, 3, and 5. Place the aggregate on the mesh and then fold the mesh at the upstream side over the aggregate and secure it to itself on the downstream side with wire ties, or hog rings for Types 2 and 3, or as directed. Place rock filter dams perpendicular to the flow of the stream or channel unless otherwise directed. Construct filter dams according to the following criteria unless otherwise shown on the plans:

3.3.1.1. **Type 1 (Non-reinforced)**.

3.3.1.1.1. **Height**. At least 18 in. measured vertically from existing ground to top of filter dam.

3.3.1.1.2. **Top Width**. At least 2 ft.

3.3.1.1.3. **Slopes**. No steeper than 2:1.

3.3.1.2. **Type 2 (Reinforced)**.

3.3.1.2.1. **Height**. At least 18 in. measured vertically from existing ground to top of filter dam.

3.3.1.2.2. **Top Width**. At least 2 ft.

3.3.1.2.3. **Slopes**. No steeper than 2:1.

3.3.1.3. **Type 3 (Reinforced)**.

3.3.1.3.1. **Height**. At least 36 in. measured vertically from existing ground to top of filter dam.

3.3.1.3.2. **Top Width**. At least 2 ft.

3.3.1.3.3. **Slopes**. No steeper than 2:1.

3.3.1.4. **Type 4 (Sack Gabions)**. Unfold sack gabions and smooth out kinks and bends. Connect the sides by lacing in a single loop–double loop pattern on 4- to 5-in. spacing for vertical filling. Pull the end lacing rod at one end until tight, wrap around the end, and twist 4 times. Fill with stone at the filling end, pull the rod tight, cut the wire with approximately 6 in. remaining, and twist wires 4 times.

Place the sack flat in a filling trough, fill with stone, connect sides, and secure ends as described above for horizontal filling.

Lift and place without damaging the gabion. Shape sack gabions to existing contours.

3.3.1.5. **Type 5**. Provide rock filter dams as shown on the plans.

3.3.2. **Temporary Pipe Slope Drains**. Install pipe with a slope as shown on the plans or as directed. Construct embankment for the drainage system in 8-in. lifts to the required elevations. Hand-tamp the soil around and under the entrance section to the top of the embankment as shown on the plans or as directed. Form the top of the embankment or earth dike over the pipe slope drain at least 1 ft. higher than the top of the inlet pipe at all points. Secure the pipe with hold-downs or hold-down grommets spaced a maximum of 10 ft. on center. Construct the energy dissipaters or sediment traps as shown on the plans or as directed. Construct the sediment trap using concrete or rubble riprap in accordance with Item 432, “Riprap,” when designated on the plans.

3.3.3. **Temporary Paved Flumes**. Construct paved flumes as shown on the plans or as directed. Provide excavation and embankment (including compaction of the subgrade) of material to the dimensions shown on the plans unless otherwise indicated. Install a rock or rubble riprap energy dissipater, constructed from the materials specified above, to a minimum depth of 9 in. at the flume outlet to the limits shown on the plans or as directed.

3.3.4. **Construction Exits**. Prevent traffic from crossing or exiting the construction site or moving directly onto a public roadway, alley, sidewalk, parking area, or other right of way areas other than at the location of construction exits when tracking conditions exist. Construct exits for either long- or short-term use.

3.3.4.1. **Long-Term**. Place the exit over a foundation course as required. Grade the foundation course or compacted subgrade to direct runoff from the construction exits to a sediment trap as shown on the plans or as directed. Construct exits with a width of at least 14 ft. for one-way and 20 ft. for two-way traffic for the full width of the exit, or as directed.

3.3.4.1.1. **Type 1**. Construct to a depth of at least 8 in. using crushed aggregate as shown on the plans or as directed.

3.3.4.1.2. **Type 2**. Construct using railroad ties and timbers as shown on the plans or as directed.

3.3.4.2. **Short-Term**.

3.3.4.2.1. **Type 3**. Construct using crushed aggregate, plywood, or wafer board. This type of exit may be used for daily operations where long-term exits are not practical.

3.3.4.2.2. **Type 4**. Construct as shown on the plans or as directed.

3.3.5. **Earthwork for Erosion Control**. Perform excavation and embankment operations to minimize erosion and to remove collected sediments from other erosion control devices.

3.3.5.1. **Excavation and Embankment for Erosion Control Features**. Place earth dikes, swales, or combinations of both along the low crown of daily lift placement, or as directed, to prevent runoff spillover. Place swales and dikes at other locations as shown on the plans or as directed to prevent runoff spillover or to divert runoff. Construct cuts with the low end blocked with undisturbed earth to prevent erosion of hillsides. Construct sediment traps at drainage structures in conjunction with other erosion control measures as shown on the plans or as directed.

Create a sediment basin, where required, providing 3,600 cu. ft. of storage per acre drained, or equivalent control measures for drainage locations that serve an area with 10 or more disturbed acres at one time, not including offsite areas.

3.3.5.2. **Excavation of Sediment and Debris**. Remove sediment and debris when accumulation affects the performance of the devices, after a rain, and when directed.

3.3.6. **Construction Perimeter Fence**. Construct, align, and locate fencing as shown on the plans or as directed.

3.3.6.1. **Installation of Posts**. Embed posts 18 in. deep or adequately anchor in rock, with a spacing of 8 to 10 ft.

3.3.6.2. **Wire Attachment**. Attach the top wire to the posts at least 3 ft. from the ground. Attach the lower wire midway between the ground and the top wire.

3.3.6.3. **Flag Attachment**. Attach flagging to both wire strands midway between each post. Use flagging at least 18 in. long. Tie flagging to the wire using a square knot.

3.3.7. **Sandbags for Erosion Control**. Construct a berm or dam of sandbags that will intercept sediment-laden storm water runoff from disturbed areas, create a retention pond, detain sediment, and release water in sheet flow. Fill each bag with sand so that at least the top 6 in. of the bag is unfilled to allow for proper tying of the open end. Place the sandbags with their tied ends in the same direction. Offset subsequent rows of sandbags 1/2 the length of the preceding row. Place a single layer of sandbags downstream as a secondary debris trap. Place additional sandbags as necessary or as directed for supplementary support to berms or dams of sandbags or earth.

3.3.8. **Temporary Sediment-Control Fence**. Provide temporary sediment-control fence near the downstream perimeter of a disturbed area to intercept sediment from sheet flow. Incorporate the fence into erosion-control measures used to control sediment in areas of higher flow. Install the fence as shown on the plans, as specified in this Section, or as directed.

3.3.8.1. **Installation of Posts**. Embed posts at least 18 in. deep, or adequately anchor, if in rock, with a spacing of 6 to 8 ft. and install on a slight angle toward the runoff source.

3.3.8.2. **Fabric Anchoring**. Dig trenches along the uphill side of the fence to anchor 6 to 8 in. of fabric. Provide a minimum trench cross-section of 6 × 6 in. Place the fabric against the side of the trench and align approximately 2 in. of fabric along the bottom in the upstream direction. Backfill the trench, then hand-tamp.

3.3.8.3. **Fabric and Net Reinforcement Attachment**. Attach the reinforcement to wooden posts with staples, or to steel posts with T-clips, in at least 4 places equally spaced unless otherwise shown on the plans. Sewn vertical pockets may be used to attach reinforcement to end posts. Fasten the fabric to the top strand of reinforcement by hog rings or cord every 15 in. or less.

3.3.8.4. **Fabric and Net Splices**. Locate splices at a fence post with a minimum lap of 6 in. attached in at least 6 places equally spaced unless otherwise shown on the plans. Do not locate splices in concentrated flow areas.

Requirements for installation of used temporary sediment-control fence include the following:

- fabric with minimal or no visible signs of biodegradation (weak fibers),
- fabric without excessive patching (more than 1 patch every 15 to 20 ft.),
- posts without bends, and
- backing without holes.

3.3.9. **Biodegradable Erosion Control Logs**. Install biodegradable erosion control logs near the downstream perimeter of a disturbed area to intercept sediment from sheet flow. Incorporate the biodegradable erosion control logs into the erosion measures used to control sediment in areas of higher flow. Install, align, and locate the biodegradable erosion control logs as specified below, as shown in plans or as directed.

Secure biodegradable erosion control logs in a method adequate to prevent displacement as a result of normal rain events, prevent damage to the logs, and to the satisfaction of the Owner such that flow is not allowed under the logs. Temporarily removing and replacing biodegradable erosion logs as to facilitate daily work is allowed at the Contractor's expense.

3.3.10. **Vertical Tracking**. Perform vertical tracking on slopes to temporarily stabilize soil. Provide equipment with a track undercarriage capable of producing a linear soil impression measuring a minimum of 12 in. long × 2 to 4 in. wide × 1/2 to 2 in. deep. Do not exceed 12 in. between track impressions. Install continuous linear track impressions where the 12 in. length impressions are perpendicular to the slope. Vertical tracking is required on projects where soil disturbing activities have occurred unless otherwise approved.

4. MEASUREMENT

4.1. **Rock Filter Dams**. Installation or removal of rock filter dams will be measured by the foot or by the cubic yard. The measured volume will include sandbags, when used.

4.1.1. **Linear Measurement**. When rock filter dams are measured by the foot, measurement will be along the centerline of the top of the dam.

4.1.2. **Volume Measurement**. When rock filter dams are measured by the cubic yard, measurement will be based on the volume of rock computed by the method of average end areas.

4.1.2.1. **Installation**. Measurement will be made in final position.

4.1.2.2. **Removal**. Measurement will be made at the point of removal.

4.2. **Temporary Pipe Slope Drains**. Temporary pipe slope drains will be measured by the foot.

4.3. **Temporary Paved Flumes**. Temporary paved flumes will be measured by the square yard of surface area. The measured area will include the energy dissipater at the flume outlet.

4.4. **Construction Exits**. Construction exits will be measured by the square yard of surface area.

4.5. **Earthwork for Erosion and Sediment Control**.

4.5.1. **Equipment and Labor Measurement**. Equipment and labor used will be measured by the actual number of hours the equipment is operated and the labor is engaged in the work.

4.5.2. **Volume Measurement**.

4.5.2.1. **In Place**.

4.5.2.1.1. **Excavation**. Excavation will be measured by the cubic yard in its original position and the volume computed by the method of average end areas.

4.5.2.1.2. **Embankment**. Embankment will be measured by the cubic yard in its final position by the method of average end areas. The volume of embankment will be determined between:

- the original ground surfaces or the surface upon that the embankment is to be constructed for the feature and
- the lines, grades and slopes of the accepted embankment for the feature.

4.5.2.2. **In Vehicles**. Excavation and embankment quantities will be combined and paid for under "Earthwork (Erosion and Sediment Control, In Vehicle)." Excavation will be measured by the cubic yard in vehicles at the point of removal. Embankment will be measured by the cubic yard in vehicles measured at the point of delivery. Shrinkage or swelling factors will not be considered in determining the calculated quantities.

4.6. **Construction Perimeter Fence**. Construction perimeter fence will be measured by the foot.

4.7. **Sandbags for Erosion Control**. Sandbags will be measured as each sandbag or by the foot along the top of sandbag berms or dams.

4.8. **Temporary Sediment-Control Fence**. Installation or removal of temporary sediment-control fence will be measured by the foot.

4.9. **Biodegradable Erosion Control Logs**. Installation or removal of biodegradable erosion control logs will be measured by the foot along the centerline of the top of the control logs.

4.10. **Vertical Tracking**. Vertical tracking will not be measured or paid for directly but is considered subsidiary to this Item.

5. PAYMENT

The following will not be paid for directly but are subsidiary to pertinent Items:

- erosion-control measures for Contractor project-specific locations (PSLs) inside and outside the right of way (such as construction and haul roads, field offices, equipment and supply areas, plants, and material sources);
- removal of litter, unless a separate pay item is shown on the plans;
- repair to devices and features damaged by Contractor operations;
- added measures and maintenance needed due to negligence, carelessness, lack of maintenance, and failure to install permanent controls;
- removal and reinstallation of devices and features needed for the convenience of the Contractor;
- finish grading and dressing upon removal of the device; and
- minor adjustments including but not limited to plumbing posts, reattaching fabric, minor grading to maintain slopes on an erosion embankment feature, or moving small numbers of sandbags.

Stabilization of disturbed areas will be paid for under pertinent Items.

Furnishing and installing pipe for outfalls associated with sediment traps and ponds will not be paid for directly but is subsidiary to the excavation and embankment under this Item.

5.1. **Rock Filter Dams**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid as follows:

5.1.1. **Installation**. Installation will be paid for as "Rock Filter Dams (Install)" of the type specified. This price is full compensation for furnishing and operating equipment, finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.

5.1.2. **Removal**. Removal will be paid for as "Rock Filter Dams (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

When the Owner directs that the rock filter dam installation or portions thereof be replaced, payment will be made at the unit price bid for "Rock Filter Dams (Remove)" and for "Rock Filter Dams (Install)" of the type specified. This price is full compensation for furnishing and operating equipment, finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.

5.2. **Temporary Pipe Slope Drains**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Temporary Pipe Slope Drains" of the size specified. This price is full compensation for furnishing materials, removal and disposal, furnishing and operating equipment, labor, tools, and incidentals.

Removal of temporary pipe slope drains will not be paid for directly but is subsidiary to the installation Item. When the Owner directs that the pipe slope drain installation or portions thereof be replaced, payment will be made at the unit price bid for "Temporary Pipe Slope Drains" of the size specified, which is full compensation for the removal and reinstallation of the pipe drain.

Earthwork required for the pipe slope drain installation, including construction of the sediment trap, will be measured and paid for under "Earthwork for Erosion and Sediment Control."

Riprap concrete or stone, when used as an energy dissipater or as a stabilized sediment trap, will be measured and paid for in accordance with Item 432, "Riprap."

5.3. **Temporary Paved Flumes**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Temporary Paved Flume (Install)" or "Temporary Paved Flume (Remove)." This price is full compensation for furnishing and placing materials, removal and disposal, equipment, labor, tools, and incidentals.

When the Owner directs that the paved flume installation or portions thereof be replaced, payment will be made at the unit prices bid for "Temporary Paved Flume (Remove)" and "Temporary Paved Flume (Install)." These prices are full compensation for the removal and replacement of the paved flume and for equipment, labor, tools, and incidentals.

Earthwork required for the paved flume installation, including construction of a sediment trap, will be measured and paid for under "Earthwork for Erosion and Sediment Control."

5.4. **Construction Exits**. Contractor-required construction exits from off right of way locations or on-right of way PSLs will not be paid for directly but are subsidiary to pertinent Items.

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" for construction exits needed on right of way access to work areas required by the Owner will be paid for at the unit price bid for "Construction Exits (Install)" of the type specified or "Construction Exits (Remove)." This price is full compensation for furnishing and placing materials, excavating, removal and disposal, cleaning vehicles, labor, tools, and incidentals.

When the Owner directs that a construction exit or portion thereof be removed and replaced, payment will be made at the unit prices bid for "Construction Exit (Remove)" and "Construction Exit (Install)" of the type specified. These prices are full compensation for the removal and replacement of the construction exit and for equipment, labor, tools, and incidentals.

Construction of sediment traps used in conjunction with the construction exit will be measured and paid for under "Earthwork for Erosion and Sediment Control."

5.5. **Earthwork for Erosion and Sediment Control**.

5.5.1. **Initial Earthwork for Erosion and Sediment Control**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Excavation (Erosion and Sediment Control, In Place)," "Embankment (Erosion and Sediment Control, In Place)," "Excavation (Erosion and Sediment Control, In Vehicle)," "Embankment (Erosion and Sediment Control, (In Vehicle)," or "Earthwork (Erosion and Sediment Control, In Vehicle)."

This price is full compensation for excavation and embankment including hauling, disposal of material not used elsewhere on the project; embankments including furnishing material from approved sources and construction of erosion-control features; and equipment, labor, tools, and incidentals.

Sprinkling and rolling required by this Item will not be paid for directly, but will be subsidiary to this Item.

5.5.2. **Maintenance Earthwork for Erosion and Sediment Control for Cleaning and Restoring Control Measures**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid under a Contractor Force Account Item from invoice provided to the Owner.

This price is full compensation for excavation, embankment, and re-grading including removal of accumulated sediment in various erosion control installations as directed, hauling, and disposal of material not used elsewhere on the project; excavation for construction of erosion-control features; embankments including furnishing material from approved sources and construction of erosion-control features; and equipment, labor, tools, and incidentals.

Earthwork needed to remove and obliterate erosion-control features will not be paid for directly but is subsidiary to pertinent Items unless otherwise shown on the plans.

Sprinkling and rolling required by this Item will not be paid for directly, but will be subsidiary to this Item.

5.6. **Construction Perimeter Fence**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Construction Perimeter Fence." This price is full compensation for furnishing and placing the fence; digging, fence posts, wire, and flagging; removal and disposal; and materials, equipment, labor, tools, and incidentals.

Removal of construction perimeter fence will be not be paid for directly but is subsidiary to the installation Item. When the Owner directs that the perimeter fence installation or portions thereof be removed and replaced, payment will be made at the unit price bid for "Construction Perimeter Fence," which is full compensation for the removal and reinstallation of the construction perimeter fence.

5.7. **Sandbags for Erosion Control**. Sandbags will be paid for at the unit price bid for "Sandbags for Erosion Control" (of the height specified when measurement is by the foot). This price is full compensation for materials, placing sandbags, removal and disposal, equipment, labor, tools, and incidentals.

Removal of sandbags will not be paid for directly but is subsidiary to the installation Item. When the Owner directs that the sandbag installation or portions thereof be replaced, payment will be made at the unit price bid for "Sandbags for Erosion Control," which is full compensation for the reinstallation of the sandbags.

5.8. **Temporary Sediment-Control Fence**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid as follows:

5.8.1. **Installation**. Installation will be paid for as "Temporary Sediment-Control Fence (Install)." This price is full compensation for furnishing and operating equipment finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.

5.8.2. **Removal**. Removal will be paid for as "Temporary Sediment-Control Fence (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

5.9. **Biodegradable Erosion Control Logs**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid as follows:

5.9.1. **Installation**. Installation will be paid for as "Biodegradable Erosion Control Logs (Install)" of the size specified. This price is full compensation for furnishing and operating equipment finish backfill and grading, staking, proper disposal, labor, materials, tools, and incidentals.

5.9.2. **Removal**. Removal will be paid for as "Biodegradable Erosion Control Logs (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

5.10. **Vertical Tracking**. Vertical tracking will not be measured or paid for directly but is considered subsidiary to this Item.

State of Texas Child Support Business Ownership Form

County: Cameron County

Project Name: Southmost Nature Trails Phas

TxDOT CSJ: 141-26-BMT-IFB

LG Project Number: 141-26-BMT-IFB

Business Entity Submitting Bid: 2GS LLC dba Earthworks Enterprise

Section 231.006, Family Code, requires a bid for a contract paid from state funds to include the names and social security number of individuals owning 25% or more of the business entity submitting the bid.

1. In the spaces below please provide the names and social security number of individuals owning 25% or more of the business.

Name	Social Security Number
Humberto Garcia JR.	[redacted]
Jorge A Andrade	[redacted]

2. Please check the box below if no individual owns 25% or more of the business.

( ) No individual own 25% or more of the business.

Except as provided by Section 231.302(d), Family Code, a social security number is confidential and may be disclosed only for the purpose of responding to a request for information from an agency operating under the provisions of Part A and D to Title IV of the Federal Social Security Act (42 USC Section 601-617 and 651-699).

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

The information collected on this form will be maintained by Enter Local Government Name. With few exceptions, you are entitled on request to be informed about the information collected about you. Under Sections 552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under Section 559.004 of the Government Code, you are also entitled to have information about you corrected that you believe is incorrect.

Signature

05/19/2026

Date

Humberto Garcia Jr.

Printed Name

IF THIS PROJECT IS A JOINT VENTURE,

ALL PARTIES TO THE JOINT VENTURE MUST PROVIDE A COMPLETED FORM.

Texas Department of Transportation
600 W. Interstate 2, Pharr, Texas 78577
956.702.6100
txdot.gov

August 4, 2026

Honorable John Cowen, Jr.
Mayor
1001 E. Elizabeth Street
Brownsville, Texas 78520

RE: Southmost Nature Trail Phase III Project
Letter to Award
CSJ# 0921-06-360 / City of Brownsville

Dear Mayor Cowen:

We have completed our review of the bid package and analysis that was included with the City of Brownsville (City) letter dated July 24, 2026, and we do concur with awarding the contract to 2GS LLC dba Earthworks Enterprise with their low bid amount of $1,539,579.07. The City may now award the contract and move forward with construction operations.

Ms. Yahaira Marroquin, out of the San Benito Area Office, will serve as our construction project manager and your point of contact from this point forward. Please work directly with her to ensure all requirements are met for you to receive the federal/state funding participation outlined in the Advance Funding Agreement. Ms. Marroquin can be contacted at (956)-399-5102 or Yahaira.Marroquin@txdot.gov. In addition, and as a reminder, the local government construction procedures that the City of Brownsville will need to follow can be found at http://www.txdot.gov/government/processes-procedures/lgp-toolkit.html.

If you have any questions, feel free to call me or our Design Support Supervisor, Agustin Ramirez, P.E. at (956) 702-6304.

Sincerely,

DocuSigned by:
Pedro R. Alvarez
EA[illegible]48C...

Pedro R. Alvarez, P.E.
Pharr District Engineer

Cc:
Rex A. Costley, P.E., Deputy District Engineer
Norma Y. Garza, P.E., Director of Transportation Planning and Development
Dora E. Robles, P.E., District Advance Transportation Planning Director
Andres Espinoza, P.E., San Benito Area Engineer
Agustin Ramirez, P.E., Design Support Supervisor
Eduardo Saenz, P.E., TxDOT Project Manager
Alan Guard, City of Brownsville, City Manager
Joel Garza, Jr., CPM, City of Brownsville, Director of Multimodal Transportation
Eva Garcia, City of Brownsville, Bicycle & Pedestrian Planner
Michael Medina, PTP, Executive Director, RGVMPO
Yahaira Marroquin, San Benito Area Office Construction Project Manager

125 E 11th St | Austin, Texas 78701
512.463.8588
txdot.gov

April 03, 2026

EARTHWORKS ENTERPRISE
P.O. BOX 595
PENITAS TX, 78576

RE: TxDOT Vendor Number 26664

Dear Contractor:

Your Confidential Questionnaire is satisfactory and qualifies you to bid on projects let by the Texas Department of Transportation (TxDOT) from the date of this letter through December 31, 2026.

Your bidding capacity has been set at $77,212,530.00. You may request and receive bidding proposals for projects on which the engineer's estimate does not exceed your bidding capacity, less any uncompleted work currently under contract with TxDOT.

If we may be of further assistance, please contact our Pre-qualification Branch at 512/416-2584.

Sincerely,

Greg Williams

Greg Williams
Director, Letting Management Section
Construction Division

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: Humberto Garcia Jr.

Title: Member

Date: 05/19/2026

Company Name: 2GS LLC dba Earthworks Enterprise

Phone: (956) 424-3414

Email: Beto@2gsllc.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.**

[redacted]

2 N/A **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.**

[redacted]

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.**

[redacted]

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 N/A 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

[redacted]/2026

Date

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

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

Form 3 – Texas Ethics Commission Certificate of Interested Parties (Form 1295)

Purpose

This form serves as an acknowledgment of the statutory requirement for certain vendors to file a Certificate of Interested Parties (Form 1295) with the Texas Ethics Commission (TEC) before a contract can be executed with the City of Brownsville.

The requirement applies to any contract that:

- Must be approved by the City Commission or executed by a City official before becoming effective, or
- Otherwise meets the criteria established by the Texas Ethics Commission under Texas Government Code §2252.908 and 1 Texas Administrative Code Chapter 46.

Respondent Acknowledgment

By signing below, the Respondent certifies and acknowledges the following:

1. The Respondent has reviewed the requirements of Texas Government Code §2252.908 and 1 TAC Chapter 46.
2. When applicable, the Respondent shall complete and file Form 1295 electronically at https://www.ethics.state.tx.us/filinginfo/1295/ to obtain a Certificate Number issued by the TEC.
3. The Respondent shall print and provide a PDF copy to the City of Brownsville Procurement Department **after** notice of intent to award but prior to contract execution.
4. The Respondent understands that the City may not execute a contract until a completed and verified Form 1295 is received.
5. The Respondent acknowledges that the Certificate of Interested Parties will be made publicly accessible on the TEC's website in accordance with state law.

Certification

By signing below, the undersigned Respondent certifies that they have read and understood the requirements of Texas Government Code §2252.908 and 1 TAC Chapter 46 and that a completed Form 1295 will be filed and provided to the City prior to contract execution, if applicable.

The Respondent further understands that the Form 1295 itself must be signed in accordance with TEC requirements.

Signature: _____

Printed Name: Humberto Garcia Jr

Title: member

Date: 8/10/26

Company Name: 2GS LLC dba Earthworks Enterprise

Phone: (956) 424-3414

Email: beto@2gsllc.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:
2026-1499253

Date Filed:
08/06/2026

Date Acknowledged:

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

2GS, LLC dba Earthworks Enterprise
Penitas , 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.

141-26-BMT-IFB
Southmost Nature Trail Phase III (SNT III)

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Garcia Jr., Humberto	Penitas, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Humberto Garcia Jr, and my date of birth is 8/25/81.

My address is PO BOX 595, Penitas (city), Tx (state), 78576 (zip code), USA (country).

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

Executed in Hidalgo County, State of Tx, on the 6 day of August (month), 2026 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1499253

Date Filed:
08/06/2026

Date Acknowledged:
08/10/2026

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

2GS, LLC dba Earthworks Enterprise
Penitas , 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.

141-26-BMT-IFB
Southmost Nature Trail Phase III (SNT III)

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Garcia Jr., Humberto	Penitas, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

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

FORM 14: SYSTEM FOR AWARD MANAGEMENT (SAM.GOV) RECORD SEARCH

This project is funded by Coronavirus State and Local Fiscal Recovery Funds which requires all contractors and vendors to be in good standing according to SAM.gov and the Texas State Comptroller's office.

Verification of SAM.gov Status

1. Respondent must not be suspended or debarred at the time of the proposal submittal. The proposal response package must include a completed Non-Debarment Certification Form located **on the next page** herein.
2. All Respondents must be pre-vetted for eligibility to perform the outlined ARPA funded scope of work. A printed screenshot from the SAM.gov website verifies whether the Vendor is excluded from contract participation at the federal level.

Contract Award

The ARPA Award Recipient must verify the SAM.gov status of the Respondent(s) selected for contract award prior to execution of the contract as stated in the Non-Debarment Certification Form. The final verification of the Respondent's SAM.gov status is completed prior to contract award, and in addition to the initial verification documentation provided with the proposal response submittal.

ATTACHMENT I: SYSTEM FOR AWARD MANAGEMENT (SAM.GOV) RECORD SEARCH (CONTINUED)

NON-DEBARMENT CERTIFICATION FORM			
COMPANY/ENTITY LEGAL NAME: [redacted]			
STREET ADDRESS: [redacted]			
CITY: [redacted]	**STATE:** [redacted]	**ZIP:** [redacted]	
CONTACT NAME: [redacted]			
CONTACT EMAIL: [redacted]		**CONTACT PHONE:** [redacted] (956) 424-3414	
***UEI #**	[redacted]	****TIN #**	[redacted]

*Subrecipients are required to have a Unique Entity Identifier (UEI) Number prior to an award. All entities must be pre-vetted for eligibility/ability to perform the outlined ARPA funded scope of work and a record (PDF of SAM.gov screenshot) of SAM debarment clearance must be obtained prior to entering into any final contracts. **Beneficiary Entities are required to have UEI and/or TIN.

APPLICABLE REGULATIONS: As stated in the ARPA/SLFRF Terms & Conditions: *"OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury's implementing regulation at 31 CFR Part 19."*

Also, Federal Executive Order (E.O.) 12549: "Debarment" requires that contractors, beneficiaries or subrecipient organizations and their principals – who are receiving awards, using federal funds, are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from doing business with the federal government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify you from receiving or retaining funds. Information on debarment is available at the following website: www.sam.gov

Be advised that we may pursue available remedies per 2 CFR 180.360 as an ARPA recipient entity: *"If a federal agency later determines that you failed to tell the [awarding agency] that you were excluded or disqualified at the time you entered into the covered transaction with that person/awarding agency, the agency may pursue any available remedies, including suspension and debarment."*

[INITIAL]	CERTIFICATION & SIGNATURE
	We hereby certify that we are not excluded, disqualified, or debarred from receiving federally funded awards.
	We hereby confirm that if that status should change within the course of this agreement, we will provide notification immediately. Failure to do so may result in this agreement's termination and/or the repayment of funds.

Your signature certifies that the information provided on this form is correct and that neither you nor your principal(s) is/are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

SIGNATURE

[redacted] Member 05/19/25

PRINTED NAME & TITLE **DATE**

FOR DEPARTMENT USE ONLY		
SAM Debarment/Certification Record of Clearance	Yes [ ] No [ ]	Note:
State of Texas Debarred Vendor List Cleared	Yes [ ] No [ ]	Note:
Verified By:	Yes [ ] No [ ]	Date:

SAM.GOV®

2GS, LLC

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
QKCUFJG9FNT8	**741S6**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Nov 17, 2026**	
Physical Address	Mailing Address	
7100 W Interstate Highway 2 **Palmview, Texas 78572** **United States**	**P.O. Box 595** **Penitas, Texas 78576** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Texas 15	**Texas / United States**	**(blank)**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Nov 19, 2025	**Nov 17, 2025**	**Apr 30, 2014**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Jan 20, 2012	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**Limited Liability Company**
Profit Structure		
For Profit Organization		

Socio-Economic Types

Minority-Owned Business
Self Certified Small Disadvantaged Business
Hispanic American Owned

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
No	**No**

EFT Indicator	CAGE Code
0000	**741S6**

Points of Contact

Electronic Business

Humberto Garcia, Member

P.O. Box 595
Penitas, Texas 78576
United States

Government Business

Humberto Garcia Jr, Member

P.O. Box 595
Penitas, Texas 78576
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**237310**	**Highway, Street, And Bridge Construction**
	237110	**Water And Sewer Line And Related Structures Construction**
	237990	**Other Heavy And Civil Engineering Construction**
	238910	**Site Preparation Contractors**

Disaster Response

Yes, this entity appears in the disaster response registry.

Yes, this entity require bonding to bid on contracts.

Bonding Levels	Dollars
Construction Aggregate	**$25,000,000.00**
Construction Per Contract	**$12,000,000.00**

States	Counties	Metropolitan Statistical Areas
All of the United States	**(blank)**	**(blank)**

"General Decision Number: TX20260051 05/18/2026

State: Texas

Construction Types: Highway

Counties: Texas Counties of
Cameron, Hidalgo and Webb

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026

SATX2025-002 11/15/2023

	Rates	Fringes
WORK ZONE BARRICADE SERVICER	$ 15.81	0.00
WELDER	$ 21.35	0.00
TRUCK DRIVER, TRANSIT-MIX	$ 18.00	0.00
TRUCK DRIVER, TANDEM AXLE TRACTOR WITH SEMI TRAILER	$ 19.81	0.00
TRUCK DRIVER, SINGLE OR TANDEM AXLE DUMP TRUCK	$ 18.50	0.00
TRUCK DRIVER, SINGLE AXLE	$ 17.93	0.00
TRUCK DRIVER LOWBOY FLOAT	$ 27.10	0.00
SERVICER	$ 20.03	0.00
SCRAPER OPERATOR	$ 14.88	0.00
ROLLER OPERATOR, OTHER	$ 14.88	0.00
ROLLER OPERATOR, ASPHALT	$ 14.88	0.00
REINFORCING STEEL WORKER	$ 19.62	0.00
PIPELAYER	$ 15.48	0.00
MOTOR GRADER OPERATOR, ROUGH	$ 18.78	0.00
MOTOR GRADER OPERATOR, FINE GRADE	$ 21.55	0.00
MILLING MACHINE OPERATOR	$ 18.47	0.00
MECHANIC	$ 23.80	0.00
LOADER/BACKHOE OPERATOR	$ 16.37	0.00
LABORER, UTILITY	$ 16.79	0.00
LABORER, COMMON	$ 14.88	0.00
FRONT END LOADER OPERATOR, OVER 3 CY	$ 16.41	0.00
FRONT END LOADER OPERATOR, 3 CY OR LESS	$ 15.59	0.00
FORM SETTER, PAVING & CURB	$ 17.31	0.00
FORM BUILDER/SETTER, STRUCTURES	$ 18.59	0.00
FLAGGER	$ 14.56	0.00
EXCAVATOR OPERATOR, OVER 50,000 POUNDS	$ 19.29	0.00
EXCAVATOR OPERATOR, 50,000 POUNDS OR LESS	$ 18.99	0.00
CRAWLER TRACTOR OPERATOR	$ 20.27	0.00
CRANE OPERATOR, LATTICE BOOM 80 TONS OR LESS	$ 29.80	0.00
CONCRETE FINISHER, PAVING AND STRUCTURES	$ 19.13	0.00
BROOM OR SWEEPER OPERATOR	$ 15.22	0.00
ASPHALT RAKER	$ 15.02	0.00
ASPHALT PAVING MACHINE OPERATOR	$ 15.99	0.00
ASPHALT DISTRIBUTOR OPERATOR	$ 19.62	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA", or "SC" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes

over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

"SU" wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the "SA" identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification

and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION

"

FORM 13
City of Brownsville Federal Clauses Certification Form

FEDERAL CERTIFICATIONS
AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Federal Funds will be used therefore this form should be completed and returned.

Instructions for Completing this Form
Suppliers and contractors must review each federal clause and indicate whether it applies to the specific contract. For every section below, please initial **"YES"** to confirm agreement and compliance, or **"N/A"** (Not applicable) if the clause does not apply to the scope of work or funding source.
Yes – contractor/supplier agrees to comply with the clause as written and, where applicable, will provide all required documentation or certifications.
N/A – Clause is not applicable to the contract (e.g., Davis Bacon Act for non-construction work, Buy America for non-transportation projects, etc.) Contractor/supplier must initial next to "N/A" to confirm inapplicability.
Incomplete forms or unmarked sections may disqualify contractor/supplier and/or delay contract approval.

Vendor Responsibility for Regulatory Compliance
It is the responsibility of the contractor/supplier to review, verify, and comply with the most current versions of all applicable federal provisions, clauses, and regulations referenced in this document. The contractor/supplier shall refer to official U.S. Government websites, including the Code of Federal Regulations (www.ecfr.gov), Federal Acquisition Regulation (www.acquisition.gov), and agency-specific resources (e.g., HUD, DOT, Treasury, or OMB), to ensure full and current compliance at the time of bid submission and throughout the contract term.

DEFINITIONS

Contract: A legal agreement by which a non-Federal entity purchases property or services to carry out a federally funded project.

Contractor: An entity that receives a contract as defined in Contract.

Cooperative agreement: A form of federal financial assistance used when substantial involvement is expected between the federal agency or pass-through entity and the recipient.

Federal awarding agency: The U.S. federal agency providing the funding.

Federal award: The financial assistance or cost-reimbursement contract provided directly by a federal agency or indirectly through a pass-through entity to carry out a public purpose.

Non–Federal entity (NFE): A state, local government, tribe, institution of higher education, or non profit organization that receives and administers federal funds.

Pass-Through Entity (PTE): A Non-Federal entity that provides part of its federal award to another organization (a subrecipient) to carry out a portion of the program.

Subrecipient/Subaward: A Non-Federal entity that receives federal funds from a pass-through entity to carry out part of federal program. The legal instrument documenting this relationship is the subaward.

Recipient: A Non–Federal entity receiving funds directly from a federal agency.

Simplified acquisition threshold: The current small-purchase limit established under the FAR (presently $250,000, adjusted periodically for inflation).

Obligations: Orders placed on contracts or subawards made that require payment by the Non-Federal entity.

Termination: The ending of a federal award, in whole or in part, prior to the planned end of the period of performance. These definitions are provided for reference only. For full regulatory text, see 2 C.F.R. Part 200, Subpart A (§§ 200.0-200.1).

Certification Regarding Certain Telecommunications and Video Surveillance Services or Equipment (FAR 52.204-24 & 52.204-25)

The contractor/supplier certifies compliance with the prohibitions under Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Public Law 115-232) and the Federal Acquisition Regulation (FAR) 52.204-24 and 52.204-25.

The contractor/supplier shall not provide or use any equipment, system, or service that includes covered telecommunications equipment or services from Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, Dahua Technology Company, or any subsidiary or affiliate of such entities.

If the contractor/supplier identifies any covered telecommunications equipment or services during performance, it shall immediately notify the contracting agency or the City of Brownsville in writing and provide all information required under FAR 52.204-25(d).

Does contractor/supplier agree? **YES** H.G Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

APPENDIX II TO 2 CFR PART 200 – Contract Provision for Non-Federal Entity Contracts Under Federal Awards

(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.

Does contractor/supplier agree? **YES** H.G Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

(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 Contractor/Supplier as detailed in the terms of the contract.

Does contractor/supplier agree? **YES** H.G Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

(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.

Does contractor/supplier agree? **YES** H.G Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

(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.
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, contractor/supplier will be in compliance with all applicable Davis-Bacon Act provisions.

Does contractor/supplier agree? **YES** H.G Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

(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, contractor/supplier certifies that contractor/supplier 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.

Does contractor/supplier agree? **YES** H.G Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

(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 contractor/supplier certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the contractor/supplier agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does contractor/supplier agree? **YES** _____Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) H.G_____

(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, contractor/Supplier 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 contractor/supplier certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the contractor/supplier agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does contractor/supplier agree? **YES** H.G_____Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

(H) Prohibition on Fraud, Waste, and Abuse - The contractor/supplier certifies that it will take all reasonable steps to prevent, detect, and disclose any suspected fraud, waste, or abuse of federal funds associated with this contract, consistent with applicable laws and agency guidance. Any such activity will be promptly reported to the awarding agency, pass-through entity, or the Office of Inspector General, as appropriate.

Does contractor/supplier agree? **YES** H.G_____Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220 cross-reference to Treasury/OMB Guidance Subpart C) 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 contractor/supplier certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the

contractor/supplier 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 contractor/supplier or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the contractor/supplier will notify the Participating Agency.

Does contractor/supplier agree? **YES** H.G Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

(J) 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 contractor/supplier 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 contractor/supplier 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.

Does contractor/supplier agree? **YES** H.G Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

Procurement of Recovered Materials 2 C.F.R. § 200.323 / 40 C.F.R Part 247

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. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable,

consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

When Participating Agency expends federal funds for any contract resulting from this procurement process, contractor/supplier certifies that it will comply with 2 C.F.R. § 200.323

Does contractor/supplier agree? **YES** H.G Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, contractor/supplier certifies that it will comply with the record retention requirements detailed in 2 CFR §§ 200.334-200.337. The contractor/supplier further certifies that contractor/supplier will retain all records as required by 2 CFR § 200.334 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 contractor/supplier agree? **YES** H.G Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, contractor/supplier 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). Cross-link 2 CFR § 200.323(b)

Does contractor/supplier agree? **YES** H.G Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

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, contractor/supplier 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 contractor/supplier 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 TRANSIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF ROLLING STOCK

N/A

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

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 TRANSIT 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 contractor/supplier agree? **YES** H.G Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

Contractor/Supplier's Name: 2GS LLC dba Earthworks Enterprise
Address, City, State, and Zip Code: PO BOX 595, Penitas Tx 78576
Phone Number: (956) 424-3414
Fax Number: N/A

Printed Name and Title of Authorized Representative: Humberto Garcia Jr/ member
Email Address: beto@2gsllc.com
Signature of Authorized Representative: _____
Date: 8/7/26

Does contractor/supplier agree? **YES** _____ Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

If any portion of this project is funded with U.S Department of Transportation (DOT) funds, the contractor/supplier shall also complete a Disadvantage Business Enterprise (DBE) Certification Form in accordance with 49 C.F.R. Part 26. This requirement applies only to DOT-funded projects and is not applicable to HUD, ARPA, or Treasury-funded programs.

CERTIFICATION OF COMPLIANCE WITH BUILD AMERICA, BUY AMERICA ACT (BABA) 2 C.F.R. 184

The contractor/supplier acknowledges that certain federally funded infrastructure projects are subject to the Build America, Buy America Act (Pub. L. 117-58 §§ 70901-70927) and implementing regulations at 2 C.F.R. Part 184. When applicable, the contractor/supplier certifies that all iron, steel, manufactured products, and construction materials used in the project are produced in the United States, as required by the Act.

The contractor/supplier further agrees to provide appropriate documentation, origin certifications, or approved waivers upon request by the awarding agency or pass-through entity. Where a waiver is sought, the contractor/supplier shall support the request in writing and shall not proceed with procurement or installation of foreign materials until such waiver is granted in accordance with federal guidance.

The Build America, Buy America Act applies to all federally funded infrastructure projects, except where otherwise waived or exempted by the awarding agency.

Does contractor/supplier agree? **YES** H.G Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

Domestic Preference for Procurements– 2 C.F.R. § 200.322

The contractor/supplier agrees to comply with the requirements of 2 C.F.R. § 200.322, which establishes a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. To the greatest extent practicable, the contractor/supplier shall provide domestic end products, materials, and construction products that are manufactured in the United States. This preference applies to all procurements under federal awards, consistent with applicable statutes, regulations, and the Build America, Buy America Act requirements.

Does contractor/supplier agree? **YES** H.G Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.337

Contractor/Supplier 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 contractor/supplier that are pertinent to contractor's/supplier'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 contractor/supplier's personnel for the purpose of interview and discussion relating to such documents.

Does contractor/supplier agree? **YES** H.G Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Contractor/Supplier agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does contractor/supplier agree? **YES** H.G Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

Conflict of Interest - 2 C.F.R. § 200.318(c)(1)

The Contractor/supplier affirms compliance with 2 C.F.R. § 200.318(c)(1), which requires the maintenance of written standards of conduct covering conflict of interest in the selection, award, and administration of contracts. No employee, officer, agent, or subcontractor shall participate in any procurement or contract decision where a real or apparent conflict of interest exists. The contractor/supplier further agrees to disclose in writing any potential conflicts of interest to the City of Brownsville prior to award or during contract performance.

Does contractor/supplier agree? **YES** H.G Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

Executive Order 14173 (2025) – Anti-DEI Certification

The Contractor/supplier certifies compliance with Executive Order 14173 (2025), affirming that it operates in accordance with all applicable federal anti-discrimination laws and that no diversity, equity, or inclusion (DEI) program or policy maintained by the contractor violates such laws. The contractor/supplier acknowledges that compliance with these requirements is a material condition of this contract and that any false certification or noncompliance may subject the contractor/supplier to remedies available under the False Claims Act (31 U.S.C. §§ 3729-3733) and other applicable laws.

Does contractor/supplier agree? **YES** H.G Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

Civil Rights Compliance Assurance

The Contractor/supplier agrees to comply with all applicable federal civil rights laws and regulations, including Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), and any other nondiscrimination provisions applicable to this contract. The contractor/supplier shall ensure that no person is excluded from participation in, denied the benefits of, or subjected to discrimination under this contract on the basis of race, color, national origin, sex, age, or disability.

Does contractor/supplier agree? **YES** H.G Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

Whistleblower Protection (41 U.S.C 4712)

The contractor/supplier shall comply with the whistleblower protections established under 41 U.S.C. 4712. Employees of contractors, subcontractors, and subrecipients are protected from reprisal for disclosing evidence of gross mismanagement, waste of federal funds, abuse of authority, or violations of law related to a federal contract or grant. The contractor/supplier must inform its employees in writing of their rights and remedies under this statute. Compliance with these protections is a material condition of this contract.

Does contractor/supplier agree? **YES** H.G Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

Remedies for Non-Compliance - 2 C.F.R. § 200.339

The contractor/supplier acknowledges that failure to comply with the terms and conditions of this agreement or any applicable federal requirements may result in enforcement actions as provided under 2 C.F.R. § 200.339. Remedies may include, but are not limited to, temporarily withholding payments, disallowing costs, wholly or partly suspending or terminating the contract, initiating suspension or debarment proceedings, or pursuing other legally available remedies.

Does contractor/supplier agree? **YES** H.G Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

Termination – 2 C.F.R. § 200.340

The contractor/supplier acknowledges that this contract may be terminated in whole or in part for cause, for convenience, or by mutual agreement, in accordance with 2 C.F.R. § 200.340. The basis for termination, applicable notice, and settlement provisions shall be clearly documented in writing.

Does contractor/supplier agree? **YES** H.G Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

Subrecipient Monitoring – 2 C.F.R. § 200.332

The contractor/supplier acknowledges that, when acting as a pass-through entity or subrecipient of federal funds, it must comply with the requirements of 2 C.F.R. § 200.332. The contractor/supplier shall monitor the activities of any subrecipients as necessary to ensure that federal funds are used in accordance with applicable statues, regulations, and the terms and conditions of the award. This includes performing risk assessments, issuing written subaward agreements with required flow-down clauses, reviewing financial and performance reports, and taking enforcement action when necessary to address noncompliance.

Does contractor/supplier agree? **YES** _____ Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) H.G

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, Contractor/Supplier 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, Contractor/Supplier shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

In addition, the Contractor/supplier shall comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968 (24 C.F.R. Part 75), ensuring, to the greatest extent feasible, that employment and contracting opportunities are directed to low- and moderate-income residents and Section 3 businesses.

If the project involves acquisition, demolition, or displacement activities, the contractor/supplier shall also comply with the Uniform Relocation Assistance and Real Property Acquisition Act (49 C.F.R. Part 24), ensuring fair compensation and relocation assistance for affected persons and property owners.

Does contractor/supplier agree? **YES** H.G Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

The City of Brownsville reserves the right to request a signed or notarized certification, affidavit, or other supporting documentation for any of the provisions or clauses contained in this document at any time during the procurement process or contract term.

By signing below, the contractor/supplier certifies that all information provided in this document is true and accurate to the best of their knowledge and understand that any false statement may be subject to penalties under the False Claims Act (31 U.S.C. §§ 3729-3733).

The contractor/supplier further agrees to comply with all applicable federal, state, and local laws, rules, regulations, and ordinances. It is acknowledged that the contractor/supplier certifies compliance with all provisions, laws, acts, and regulations specifically noted above.

Contractor's/Supplier's Name:
2GS LLC dba Earthworks Enterprise

Address, City, State, and Zip Code:
PO BOX 595, Penitas, Tx 78576

Phone Number: (956) 424-3414 Fax Number n/a

Printed Name and Title of Authorized Representative:
Humberto Garcia Jr, member

Email Address:
beto@2gsllc.com

Signature of Authorized Representative: _____ Date: 8/7/26

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Martin Vega, Assistant Director of Land Development Services
Date:	Tuesday, September 1, 2026
Agenda #:	Consideration and **ACTION** to authorize the approval of a Tree Removal Permit as an alternative to the preservation of Protected and Heritage Trees under the Unified Development Code, Section: 5.1.3.B – Heritage Tree, for a proposed fuel station and convenience store development on the property described as being a 2.272-acre tract of land situated in the Jose Salvador De La Garza Survey, Abstract No. 2, comprised of a portion of Block 19, Share 27, El Jardin Subdivision; and all of a called 1.08-acre tract out of a certain 1.584-acre tract in Block 19, El Jardin Subdivision, Share 27, E.S. Gt., Cameron County, located at 4660 Boca Chica Boulevard, Brownsville, Texas 78521 (Planning & Redevelopment Department / Office of the City Forester) (District 1).

Summary:
The City of Brownsville Forester's Office has received a Tree Removal Permit application as an alternative to the preservation of Protected and Heritage Trees on the subject property located at 4660 Boca Chica Boulevard, Brownsville, Texas 78521. Pursuant to UDC Sec. 5.1.3 – Categories of Preserved Trees, trees measuring between twelve (12) and twenty-four (24) caliper inches, unless otherwise exempt, are classified as Protected Trees, while trees measuring twenty-four (24) caliper inches or greater, unless otherwise exempt, are classified as Heritage Trees.

For this project, both Protected Trees and Heritage Trees are proposed for removal; however, only the removal of Heritage Trees requires approval by the City Commission. UDC Sec. 5.1.3.B provides that a Heritage Tree may only be removed upon approval of a Tree Removal Permit by the City Commission. This request is being submitted as part of the Landscape Plan for a proposed fuel station and convenience store to be constructed on the subject property.

Project Scope and Analysis:
The surrounding area is characterized by a mix of commercial, single-family residential, and multifamily residential land uses. The property is currently occupied by multiple

residential structures and remains unsubdivided. These structures are proposed to be demolished to accommodate the development. The property will be required to complete the subdivision process prior to construction.

The Tree Removal Permit request seeks approval for the removal of four Protected Trees and 4 Heritage Trees located within the proposed area of construction. If approved, the applicant may proceed with final approval of the construction plans, including the landscape and tree mitigation plan, bringing the project one step closer to issuance of a building permit.

The project is subject to the mitigation requirements of UDC Sec. 5.1.4 – Tree Mitigation. Under this section, Protected Trees must be mitigated at a one-to-one (1:1) caliper-inch ratio, and Heritage Trees must be mitigated at a three-to-one (3:1) caliper-inch ratio, based on the caliper inches removed at the time of planting. Replacement trees must have a minimum caliper of three (3) inches. For this project, a total of 445.5 caliper inches of mitigation is required. To satisfy this requirement, the applicant proposes to partially mitigate the proposed tree removal by planting thirty-nine (39) trees, each measuring four (4) caliper inches, for a total of 156 caliper inches of mitigation. For the remaining mitigation requirement, 289.5 caliper inches, the applicant wishes to pay a fee in lieu of as permitted by UDC. Sec. 5.1.4.D – Fee In Lieu of Tree Mitigation, which states that the fee shall be equal to the cost of the replacement trees combined with the cost of installation. The applicant must submit a written estimate from a nursery as verification of the cost. As proposed, the mitigation plan meets the minimum requirements established by UDC Sec. 5.1.4 – Tree Mitigation.

Based on staff's review of the submitted exhibits and pursuant to the following provisions of the Unified Development Code:

- UDC Sec. 5.1.3 – Categories of Preserved Trees
- UDC Sec. 5.1.4 – Tree Mitigation
- UDC Sec. 5.1.4.D – Fee In Lieu of Tree Mitigation
- UDC Sec. 5.1.6 – Tree Preservation Credits

Funding:

Source: Fiscal Dept. Approval Not Required

Amount: N/A

Local Contribution if Applicable: N/A

Recommendation:

Staff finds that the developer's proposed on-site tree mitigation, combined with the payment of a fee in-lieu-of as per UDC Sec. 5.1.4.D – Fee In Lieu of Tree Mitigation, meets the minimum requirements of the Landscape Section of the Unified Development Code for the removal of protected and heritage trees; and therefore, is recommending approval.

Pursuant to UDC Sec. 5.1.3 – Categories of Preserved Trees, the City Commission may approve the removal of one or more Protected or Heritage Trees if the developer's proposed tree mitigation plan meets or exceeds the minimum mitigation standards established by code.

Commission Pillar:
Planning & Zoning

Attachments:
1. Staff Report Tree Mitigation 4660 Boca Chica
2. CIRCLE K - BROWNSVILLE - BOCA CHICA BLVD - LP - 2026-07-14-LP-1
3. CIRCLE K - BROWNSVILLE - BOCA CHICA BLVD - LP - 2026-07-14-LP-2
4. CIRCLE K - BROWNSVILLE - BOCA CHICA BLVD - TD - 2026-07-14-TD-1 (1)
5. CIRCLE K - BROWNSVILLE - BOCA CHICA BLVD - TD - 2026-07-14-TD-2

STAFF REPORT

Planning & Redevelopment Department
Zoning Division
1034 E. Levee St. 2nd Floor
Brownsville, TX 78520
(956) 548-6150

APPLICATION DETAILS

Applicant/Representative: Cody Irelan, 4660 Boca Chica Partners Ltd.
Property Address: 4660 Boca Chica Boulevard
Application Type: Tree Removal Permit
Current Zoning: Corridor Commercial (CC)
Application Date: August 12, 2026
Overlay(s): N/A

Geo ID: 02-7910-0190-1040-00 & 02-7910-0190-1062-00
Proposed Use: Circle K Convenience Store
Proposed Zoning: To remain unchanged
Electoral District: 1
City Commission Meeting Date: September 1, 2026
Opposition: Not applicable (not subject to public hearing)

PROPERTY DETAILS

Property Description: Being a 2.272-acre tract of land situated in the Jose Salvador De La Garza Survey, Abstract No. 2, comprised of a portion of Block 19, Share 27, El Jardin Subdivision; and all of a called 1.08-acre tract out of a certain 1.584-acre tract in Block 19, El Jardin Subdivision, Share 27, E.S. Gt., Cameron County, located at 4660 Boca Chica Boulevard, Brownsville, Texas 78521.
Roadway Frontage: The subject property is on the southeast corner of the intersecting corridors, North Central Avenue and Boca Chica Boulevard, a Collector and Primary Arterial, respectively.
Predominant Land Use: The predominant land use within the area is a mix of Commercial, Single and Multifamily Residential.

ABUTTING LAND USES AND EXISTING ZONING DESIGNATIONS (*SEE ATTACHED AERIAL VIEW MAP/ZONING MAP)*

ABUTTING LAND USES
North: Single Family Residential & Commercial Business
East: Commercial Business
South: Single Family Residential
West: Single Family Residential & Commercial Business

EXISTING ZONING DESIGNATIONS
North: Corridor Commercial (CC)
East: Corridor Commercial (CC)
South: Corridor Commercial (CC)
West: Corridor Commercial (CC)

REVIEW CRITERIA *(UDC SEC. 5.1 – Tree Preservation)*

- **UDC Sec. 5.1.3 - Categories of Preserved Trees**
  - ***A. Protected Tree***
    1. *Trees between **twelve (12) and twenty-four (24) caliper inches** not otherwise exempted are designated as "Protected Trees".*
    2. *A **Protected Tree** may be removed upon approval of a Tree Removal Permit by the Planning Director. Any decision of the Planning Director regarding a Tree Removal Permit may be appealed to the Board of Adjustment.*
  - ***B. Heritage Tree***
    1. *Trees of **twenty-four (24) caliper inches or greater** not otherwise exempted are designated as "Heritage Trees".*
    2. *A **Heritage Tree** may only be removed upon approval of a **Tree Removal Permit** by the **City Commission**.*
- **UDC Sec. 5.1.4 - Tree Mitigation**
  - ***A. Protected Tree***
    *Protected Trees shall be mitigated at a **one-to-one (1:1) caliper inch ratio** at the time of planting for every tree removed. Replacement trees shall have a minimum caliper of three (3) inches.*
  - ***B. Heritage Tree***
    *Heritage Trees shall be mitigated at a **three-to-one (3:1) caliper inch ratio** at the time of planting for every tree removed. Replacement trees shall have a minimum caliper of three (3) inches.*
  - ***C. Location Requirements***
    1. *Tree mitigation shall occur on the **same site** as the proposed development, in addition to landscape requirements.*
    2. *Standards for planting shall conform to current Texas Forest Service standards.*
    3. *In the event that mitigation is not feasible on the same site as the proposed development, an applicant may request to donate trees, meeting the mitigation requirements of this section, to be planted at public parks, schools, or other approved public facilities, or provide a fee in lieu of tree mitigation in accordance with **Fee In Lieu of Tree Mitigation** policies.*

- **UDC Sec. 5.1.4.D – Fee In Lieu of Tree Mitigation**
  The City may establish a fee in lieu of replacement trees. The fee shall be equal to the cost of the replacement trees and shall include the installation or planting cost. The applicant shall submit a written estimate from a nursery as verification of the cost.
- **UDC Sec. 5.1.6 – Tree Preservation Credits**
  Protected Trees and Heritage Trees may be counted toward landscape requirements contained in this Ordinance.
  A. *A Protected Tree may be counted as three* ***(3) trees*** *required under* ***4.6.3 Landscaping****.*
  B. *A Heritage Tree may be counted as eight* ***(8) trees*** *required under* ***4.6.3 Landscaping****.*

PROPOSED TREE MITIGATION & SCOPE OF WORK (*SEE ATTACHED EXHIBITS)*

- **Salvaged Trees**
  (1) Protected Tree (*Species: Live Oak*) – 14.5-inch Caliper: **Equivalent to 3 credit trees**
  (2) Protected Tree (*Species: Silk Floss Tree*) – 17-inch Caliper: **Equivalent to 3 credit trees**
    - **Total Tree Credits Awarded: 6 tree credits**

- **Tree Removal**
  (1) Heritage Tree (*Species: Live Oak*) – **43 caliper inches**
  (2) Heritage Tree (*Species: Live Oak*) – **29 caliper inches**
  (3) Heritage Tree (*Species: Anacua*) – **29 caliper inches**
  (4) Heritage Tree (*Species: Silk Floss Tree*) – **28 caliper inches**
  (5) Protected Tree (*Species: Live Oak*) – **19 caliper inches**
  (6) Protected Tree (*Species: Sabal Palm*) – **14.5 caliper inches**
  (7) Protected Tree (*Species: Sabal Palm*) – **13 caliper inches**
  (8) Protected Tree (*Species: Live Oak*) – **12 caliper inches**
    - **Total Tree Removal (Caliper Inches): 187.5 caliper inches**

- **Required Tree Mitigation (Caliper Inches)**
  (1) Heritage Tree (*Species: Live Oak*) – 43 caliper inches x 3 = **129 caliper inches**
  (2) Heritage Tree (*Species: Live Oak*) – 29 caliper inches x 3 = **87 caliper inches**
  (3) Heritage Tree (*Species: Anacua*) – 29 caliper inches x 3 = **87 caliper inches**
  (4) Heritage Tree (*Species: Silk Floss Tree*) – 28 caliper inches x 3 = **84 caliper inches**
  (5) Protected Tree (*Species: Live Oak*) – 19 caliper inches x 1 = **19 caliper inches**
  (6) Protected Tree (*Species: Sabal Palm*) – 14.5 caliper inches x 1 = **14.5 caliper inches**
  (7) Protected Tree (*Species: Sabal Palm*) – 13 caliper inches x 1 = **13 caliper inches**
  (8) Protected Tree (*Species: Live Oak*) – 12 caliper inches x 1 = **12 caliper inches**
    - **Total Required Tree Mitigation (Caliper Inches): 445.5 caliper inches**

- **Proposed On-Site Tree Mitigation (Caliper Inches)**
  (1) Chinese Pistache / *Pistacia chinensis* (Mitigation) x 15 @ 4-inch Caliper = **60 caliper inches**
  (2) Southern Live Oak / *Quercus virginiana* (Mitigation) x 10 @ 4-inch Caliper = **40 caliper inches**
  (3) Cedar Elm / *Ulmus crassifolia* (Mitigation) x 14 @ 4-inch Caliper = **56 caliper inches**
    - **Proposed Total On-Site Mitigation: 156 caliper inches (below requirement)**
    - **Mitigation Inches Remaining: 289.5 caliper inches (fee in-lieu-of)**

- **Payment in-lieu-of:** Remaining 289.5 caliper inches
  (1) **UDC Sec. 5.1.4.D – Fee In Lieu of Tree Mitigation:** The City may establish a fee in lieu of replacement trees. The fee shall be equal to the cost of the replacement trees and shall include the installation or planting cost. The applicant shall submit a written estimate from a nursery as verification of the cost.

TREE TABLE

Removed Protected/Heritage Tree Preserved Protected/Heritage Tree

POINT	SPECIES	DBH	CONDITION RATING	STATUS	DISPOSITION
1001	VITEX	4	FAIR	REMOVE	NOT PROTECTED - UNDERSIZED
1002	LIVE OAK	29	FAIR	REMOVE	PROTECTED - HERITAGE CATEGORY
1003	ANACUA	4	FAIR	REMOVE	NOT PROTECTED - UNDERSIZED
1004	MESQUITE	20.5	FAIR	REMOVE	NOT PROTECTED - EXEMPT SPECIES
1005	MESQUITE	8	VERY POOR	REMOVE	NOT PROTECTED - EXEMPT SPECIES
1865	HACKBERRY	10	FAIR	REMAIN	NOT PROTECTED - EXEMPT SPECIES
1866	ANACUA	29	FAIR	REMOVE	PROTECTED - HERITAGE CATEGORY
1867	ANACUA	2.5	FAIR	REMOVE	NOT PROTECTED - UNDERSIZED
1868	ANACUA	3.5	FAIR	REMOVE	NOT PROTECTED - UNDERSIZED
1869	HACKBERRY	3.5	FAIR	REMOVE	NOT PROTECTED - EXEMPT SPECIES
1870	ANACUA	9.5	FAIR	REMOVE	NOT PROTECTED - UNDERSIZED
1871	ANACUA	3	FAIR	REMOVE	NOT PROTECTED - UNDERSIZED
1872	PECAN	15.5	DEAD	REMOVE	NOT PROTECTED - IN DECLINE/DEAD
1873	SABAL PALM	7	FAIR	REMOVE	NOT PROTECTED - UNDERSIZED
1874	SABAL PALM	10	FAIR	REMOVE	NOT PROTECTED - UNDERSIZED
1875	SABAL PALM	5.5	FAIR	REMOVE	NOT PROTECTED - UNDERSIZED
1876	ANACUA	2.5	FAIR	REMOVE	NOT PROTECTED - UNDERSIZED
1877	ANACUA	3	FAIR	REMOVE	NOT PROTECTED - UNDERSIZED
1882	SABAL PALM	13	FAIR	REMOVE	PROTECTED - PROTECTED CATEGORY
1883	GRAPEFRUIT	4	FAIR	REMOVE	NOT PROTECTED - UNDERSIZED
1884	RED MULBERRY	20.5	VERY POOR	REMOVE	NOT PROTECTED - IN DECLINE/DEAD
1885	SABAL PALM	14.5	FAIR	REMOVE	PROTECTED - PROTECTED CATEGORY
1886	GRAPEFRUIT	7	FAIR	REMOVE	NOT PROTECTED - UNDERSIZED
1887	MESQUITE	15	FAIR	REMAIN	NOT PROTECTED - EXEMPT SPECIES
1888	SILK FLOSS TREE	28	FAIR	REMOVE	PROTECTED - HERITAGE CATEGORY
1889	ANACUA	5.5	FAIR	REMOVE	NOT PROTECTED - UNDERSIZED
1890	MESQUITE	12	FAIR	REMOVE	NOT PROTECTED - EXEMPT SPECIES
1891	ANACUA	3.5	FAIR	REMOVE	NOT PROTECTED - UNDERSIZED
1892	LIVE OAK	14.5	FAIR	REMAIN	PROTECTED - PROTECTED CATEGORY
1893	MESQUITE	15.5	FAIR	REMOVE	NOT PROTECTED - EXEMPT SPECIES
1894	LIVE OAK	12	FAIR	REMOVE	PROTECTED - PROTECTED CATEGORY
1895	LIVE OAK	19	FAIR	REMOVE	PROTECTED - PROTECTED CATEGORY
1896	HACKBERRY	4	POOR	REMOVE	NOT PROTECTED - EXEMPT SPECIES
1897	ANACUA	7	FAIR	REMOVE	NOT PROTECTED - UNDERSIZED
1898	MESQUITE	17.5	VERY POOR	REMOVE	NOT PROTECTED - EXEMPT SPECIES
1899	ANACUA	4	DEAD	REMOVE	NOT PROTECTED - IN DECLINE/DEAD
1900	ANACUA	5.5	FAIR	REMOVE	NOT PROTECTED - UNDERSIZED
8335	MESQUITE	11.5	FAIR	REMAIN	NOT PROTECTED - EXEMPT SPECIES
8336	LIVE OAK	43	EXCELLENT	REMOVE	PROTECTED - HERITAGE CATEGORY
8337	MESQUITE	8.5	FAIR	REMOVE	NOT PROTECTED - EXEMPT SPECIES
8338	MESQUITE	7.5	FAIR	REMOVE	NOT PROTECTED - EXEMPT SPECIES
8339	MANGO	7	VERY POOR	REMOVE	NOT PROTECTED - IN DECLINE/DEAD
8340	MANGO	8	VERY POOR	REMOVE	NOT PROTECTED - IN DECLINE/DEAD
8341	JAPANESE YEW	7	DEAD	REMOVE	NOT PROTECTED - IN DECLINE/DEAD
8342	MANGO	11.5	VERY POOR	REMOVE	NOT PROTECTED - IN DECLINE/DEAD
8623	SILK FLOSS TREE	17		REMAIN	PROTECTED - PROTECTED CATEGORY

Total Removed Trees (in caliper inches): 187.5 caliper inches

Total Salvaged Trees (in caliper inches): 31.5 caliper inches

MITIGATION TOTALS

TOTAL CALIPER INCHES 469"

TOTAL CALIPER INCHES TO REMAIN 68"
PROTECTED CALIPER INCHES = 31.5"
HERITAGE CALIPER INCHES = 0"

TOTAL CALIPER INCHES TO BE REMOVED 389"
PROTECTED CALIPER INCHES = 58.5"
MITIGATION REQUIRED (1:1) = 58.5" X 1 = 58.5"
HERITAGE CALIPER INCHES = 129"
MITIGATION REQUIED (3:1) = 129" X 3 = 387"

TOTAL MITIGATION INCHES REQUIRED 445.5"

MITIGATION INCHES PLANTED 156"
MITIGATION INCHES REMAINING TO BE PAID INTO FEE ESTABLISHED BY THE CITY IN LIEU OF REPLACEMENT TREES 289.5"

PLANT SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	REMARKS
TREES					
	PC	2	PISTACIA CHINENSIS / CHINESE PISTACHE	3" CAL.	
	PC4	15	PISTACIA CHINENSIS / CHINESE PISTACHE	4" CAL.	MITIGATION TREE
	QV4	10	QUERCUS VIRGINIANA / LIVE OAK	4" CAL.	MITIGATION TREE
	UC	2	ULMUS CRASSIFOLIA / CEDAR ELM	3" CAL.	
	UC4	14	ULMUS CRASSIFOLIA / CEDAR ELM	4" CAL.	MITIGATION TREE
SHRUBS					
	CH	39	CUPHEA HYSSOPIFOLIA / MEXICAN HEATHER	1 GAL.	
	IN	43	ILEX VOMITORIA 'NANA' / DWARF YAUPON HOLLY	5 GAL.	
	LC	35	LEUCOPHYLLUM FRUTESCENS 'COMPACTA' / COMPACT TEXAS SAGE	5 GAL.	
GROUND COVERS					
	SOD	33,071 SF	CYNODON DACTYLON 'TIF TUF' / TIFTUF BERMUDAGRASS	SOD	

STAFF ANALYSIS

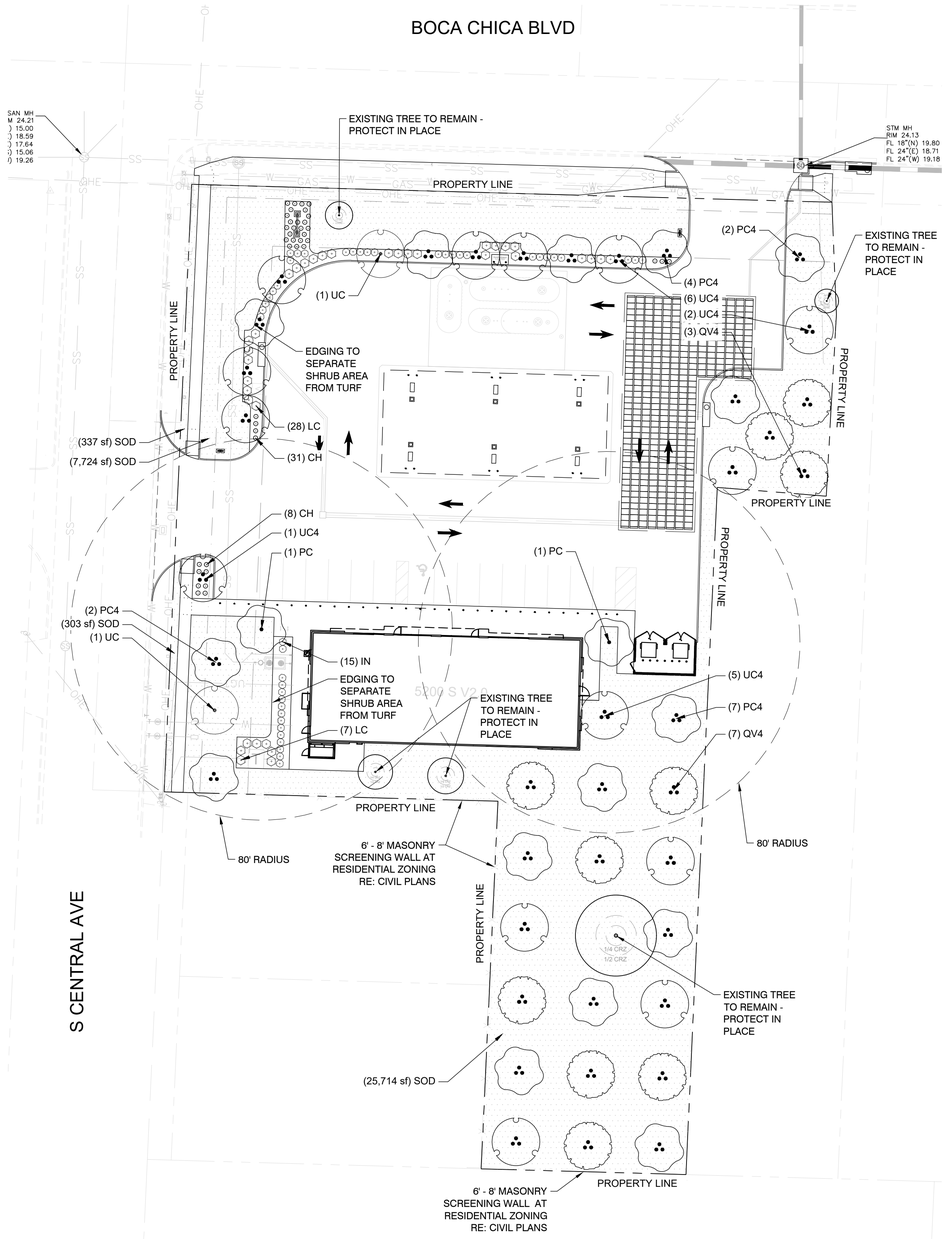
Based on staff's review of the submitted exhibits and pursuant to the following provisions of the Unified Development Code:

- UDC Sec. 5.1.3 – Categories of Preserved Trees
- UDC Sec. 5.1.4 – Tree Mitigation
- UDC Sec. 5.1.4.D – Fee In Lieu of Tree Mitigation
- UDC Sec. 5.1.6 – Tree Preservation Credits

Staff finds that the developer's proposed on-site tree mitigation, combined with the payment of a fee in-lieu-of as per **UDC Sec. 5.1.4.D – Fee In Lieu of Tree Mitigation**, meets the minimum requirements of the Landscape Section of the Unified Development Code for the removal of protected and heritage trees; and therefore, is **recommending approval**.

ACTION BY CITY COMMISSION

Pursuant to ***UDC Sec. 5.1.3 – Categories of Preserved Trees***, the City Commission may approve the proposed removal of Protected and Heritage Trees if the developer's proposed tree mitigation plan meets or exceeds the minimum mitigation standards established by code.



LANDSCAPE CALCULATIONS:

SITE LANDSCAPE:
CITY OF BROWNSVILLE, TEXAS
Zoning: CC (CORRIDOR COMMERCIAL)
Overlay District: NONE
Total Site: 76,393 SF

PERIMETER LANDSCAPE:
5' Wide Perimeter Landscape: Provided
Street Trees:
Boca Chica Blvd Frontage: 269 lf
Street Trees Required: 7 Trees (1 Shade Tree per 40 LF)
Street Trees Provided: 7 Trees (6 Existing Tree Credits (2 Existing Trees) + 1 Proposed Trees)
S Central Ave Frontage: 255 lf
Street Trees Required: 7 Trees (1 Shade Tree per 40 LF)
Street Trees Provided: 7 Trees (6 Existing Tree Credits (2 Existing Trees) + 1 Proposed Trees)

INTERNAL LANDSCAPE:
Contiguous, Evergreen Shrub Buffer at Parking Lots, Drives, and Access Easements Abutting Perimeter Landscape: Provided
Parking Spaces: 17 Spaces
Landscape Area Required: 340 sf (20 sf per Parking Spaces)
Landscape Area Provided: 1,739 sf
Trees Required: 2 Trees (1 Tree per 10 Parking Spaces)
Trees Provided: 2 Trees
All Parking Spaces 80 lf from Tree: Provided

SCREENING:
Screening of Mechanical Equipment from Public View: Provided
If More Than 5 Trees are Required, at Least 2 Species are Required: Provided

PLANT SCHEDULE

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MULCHES

AFTER ALL PLANTING IS COMPLETE, CONTRACTOR SHALL INSTALL 2" THICK LAYER OF 1-1/2" SHREDDED WOOD MULCH, NATURAL (UNDYED), OVER LANDSCAPE FABRIC IN ALL PLANTING AREAS (EXCEPT FOR TURF AND SEEDED AREAS). CONTRACTOR SHALL SUBMIT SAMPLES OF ALL MULCHES TO LANDSCAPE ARCHITECT AND OWNER FOR APPROVAL PRIOR TO CONSTRUCTION. ABSOLUTELY NO EXPOSED GROUND SHALL BE LEFT SHOWING ANYWHERE ON THE PROJECT AFTER MULCH HAS BEEN INSTALLED (SUBJECT TO THE CONDITIONS AND REQUIREMENTS OF THE "GENERAL GRADING AND PLANTING NOTES" AND SPECIFICATIONS).

PLANTING & IRRIGATION GUARANTEE

THE LANDSCAPE CONTRACTOR SHALL GUARANTEE THAT ALL NEWLY INSTALLED AND EXISTING PLANTS SHALL SURVIVE FOR ONE YEAR AFTER FINAL OWNER ACCEPTANCE OF THE INSTALLATION WORK. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR APPROPRIATE WATERING OF THE LANDSCAPE THROUGH INSTALLATION OF A PROPERLY DESIGNED IRRIGATION SYSTEM. THE OWNER SHALL APPROVE THE SYSTEM DESIGN BEFORE INSTALLATION OF PLANTS OR IRRIGATION.

ROOT BARRIERS

THE CONTRACTOR SHALL INSTALL ROOT BARRIERS NEAR ALL NEWLY-PLANTED TREES THAT ARE LOCATED WITHIN FIVE (5) FEET OF PAVING, CURBS, WATER, STORM, OR SANITARY SEWER UTILITIES. ROOT BARRIERS SHALL BE "CENTURY" OR "DEEP-ROOT" 24" DEEP PANELS (OR EQUAL). BARRIERS SHALL BE LOCATED IMMEDIATELY ADJACENT TO HARDSCAPE. INSTALL PANELS PER MANUFACTURER'S RECOMMENDATIONS. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR USE ROOT BARRIERS OF A TYPE THAT COMPLETELY ENCIRCLE THE ROOTBALL.

GENERAL GRADING AND PLANTING NOTES

1. BY SUBMITTING A PROPOSAL FOR THE LANDSCAPE PLANTING SCOPE OF WORK, THE CONTRACTOR CONFIRMS THAT HE HAS READ, AND WILL COMPLY WITH, THE ASSOCIATED NOTES, SPECIFICATIONS, AND DETAILS WITH THIS PROJECT.
2. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL EXISTING VEGETATION (EXCEPT WHERE NOTED TO REMAIN).
3. IN THE CONTEXT OF THESE PLANS, NOTES, AND SPECIFICATIONS, "FINISH GRADE" REFERS TO THE FINAL ELEVATION OF THE SOIL SURFACE (NOT TOP OF MULCH) AS INDICATED ON THE GRADING PLANS.
   a. BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE ROUGH GRADES OF ALL LANDSCAPE AREAS ARE WITHIN +/-0.1' OF FINISH GRADE. SEE SPECIFICATIONS FOR MORE DETAILED INSTRUCTION ON TURF AREA AND PLANTING BED PREPARATION.
   b. CONSTRUCT AND MAINTAIN FINISH GRADES AS SHOWN ON GRADING PLANS, AND CONSTRUCT AND MAINTAIN SLOPES AS RECOMMENDED BY THE GEOTECHNICAL REPORT. ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES AT THE MINIMUM SLOPE SPECIFIED IN THE REPORT AND ON THE GRADING PLANS, AND AREAS OF POTENTIAL PONDING SHALL BE REGRADED TO BLEND IN WITH THE SURROUNDING GRADES AND ELIMINATE PONDING POTENTIAL.
   c. THE LANDSCAPE CONTRACTOR SHALL DETERMINE WHETHER OR NOT THE EXPORT OF ANY SOIL WILL BE NEEDED, TAKING INTO ACCOUNT THE ROUGH GRADE PROVIDED, THE AMOUNT OF SOIL AMENDMENTS TO BE ADDED (**BASED ON A SOIL TEST**, PER SPECIFICATIONS), AND THE FINISH GRADES TO BE ESTABLISHED.
   d. ENSURE THAT THE FINISH GRADE IN SHRUB AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 3" BELOW THE ADJACENT FINISH SURFACE. IN ORDER TO ALLOW FOR PROPER MULCH DEPTH. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.
   e. ENSURE THAT THE FINISH GRADE IN TURF AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 1" BELOW THE FINISH SURFACE OF THE WALKS. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.
   f. SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GRADING PLANS, GEOTECHNICAL REPORT, THESE NOTES AND PLANS, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT, GENERAL CONTRACTOR, AND OWNER.
4. ALL PLANT LOCATIONS ARE DIAGRAMMATIC. ACTUAL LOCATIONS SHALL BE VERIFIED WITH THE LANDSCAPE ARCHITECT OR DESIGNER PRIOR TO PLANTING. THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT ALL REQUIREMENTS OF THE PERMITTING AUTHORITY ARE MET (I.E., MINIMUM PLANT QUANTITIES, PLANTING METHODS, TREE PROTECTION METHODS, ETC.).
   a. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR DETERMINING PLANT QUANTITIES; PLANT QUANTITIES SHOWN ON LEGENDS AND CALLOUTS ARE FOR GENERAL INFORMATION ONLY. IN THE EVENT OF A DISCREPANCY BETWEEN THE PLAN AND THE PLANT LEGEND, THE PLANT QUANTITY AS SHOWN ON THE PLAN (FOR INDIVIDUAL SYMBOLS) OR CALLOUT (FOR GROUNDCOVER PATTERNS) SHALL TAKE PRECEDENCE.
   b. NO SUBSTITUTIONS OF PLANT MATERIALS SHALL BE ALLOWED WITHOUT THE WRITTEN PERMISSION OF THE LANDSCAPE ARCHITECT. IF SOME OF THE PLANTS ARE NOT AVAILABLE, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT IN WRITING (VIA PROPER CHANNELS).
   c. THE CONTRACTOR SHALL, AT A MINIMUM, PROVIDE REPRESENTATIVE PHOTOS OF ALL PLANTS PROPOSED FOR THE PROJECT. THE CONTRACTOR SHALL ALLOW THE LANDSCAPE ARCHITECT AND THE OWNER/OWNER'S REPRESENTATIVE TO INSPECT, AND APPROVE OR REJECT, ALL PLANTS DELIVERED TO THE JOBSITE. REFER TO SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS FOR SUBMITTALS.
5. CONTRACTOR SHALL PROVIDE AND INSTALL SOLID SOD IN ALL RIGHT-OF-WAYS AND PARKWAYS (UNLESS NOT ALLOWED BY THE LOCAL JURISDICTION) AND SHALL PROVIDE WATERING AND MAINTENANCE UNTIL THE TURF IS ESTABLISHED AND HAS BEEN ACCEPTED BY OWNER.
6. THE CONTRACTOR SHALL MAINTAIN THE LANDSCAPE IN A HEALTHY CONDITION FOR 90 DAYS AFTER ACCEPTANCE BY THE OWNER. REFER TO SPECIFICATIONS FOR CONDITIONS OF ACCEPTANCE FOR THE START OF THE MAINTENANCE PERIOD, AND FOR FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD.
7. AFTER FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD, CONTRACTOR IS TO PROVIDE SUGGESTED MAINTENANCE, WATERING SCHEDULE, WEEDING SCHEDULE, AND FERTILIZATION SCHEDULE.
8. SEE SPECIFICATIONS AND DETAILS FOR FURTHER REQUIREMENTS.

IRRIGATION CONCEPT

1. AN AUTOMATIC IRRIGATION SYSTEM SHALL BE INSTALLED AND OPERATIONAL BY THE TIME OF FINAL INSPECTION. THE ENTIRE IRRIGATION SYSTEM SHALL BE INSTALLED BY A LICENSED AND QUALIFIED IRRIGATION CONTRACTOR.
2. THE IRRIGATION SYSTEM WILL OPERATE ON POTABLE WATER, AND THE SYSTEM WILL HAVE APPROPRIATE BACKFLOW PREVENTION DEVICES INSTALLED TO PREVENT CONTAMINATION OF THE POTABLE SOURCE.
3. ALL NON-TURF PLANTED AREAS SHALL BE DRIP IRRIGATED. SODDED AND SEEDED AREAS SHALL BE IRRIGATED WITH SPRAY OR ROTOR HEADS AT 100% HEAD-TO-HEAD COVERAGE.
4. ALL PLANTS SHARING SIMILAR HYDROZONE CHARACTERISTICS SHALL BE PLACED ON A VALVE DEDICATED TO PROVIDE THE NECESSARY WATER REQUIREMENTS SPECIFIC TO THAT HYDROZONE.
5. THE IRRIGATION SYSTEM SHALL BE DESIGNED AND INSTALLED, TO THE MAXIMUM EXTENT POSSIBLE, TO CONSERVE WATER BY USING THE FOLLOWING DEVICES AND SYSTEMS: MATCHED PRECIPITATION RATE TECHNOLOGY ON ROTOR AND SPRAY HEADS (WHEREVER POSSIBLE), RAIN SENSORS, AND MULTI-PROGRAM COMPUTERIZED IRRIGATION CONTROLLERS FEATURING SENSORY INPUT CAPABILITIES.

CAUTION NOTICE TO CONTRACTORS

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUCH CALL 811 AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATED ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS.

NORTH

0' 15' 30' 60'

Scale 1" = 30'

NOTE: PRINTED DRAWING SIZE MAY HAVE CHANGED FROM ORIGINAL. VERIFY SCALE USING BAR SCALE ABOVE.

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CONTRACTOR TO VERIFY ELEVATION AND LOCATION OF ALL EXISTING UTILITIES PRIOR TO COMMENCEMENT OF ANY NEW CONSTRUCTION

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REGISTERED LANDSCAPE ARCHITECT
MARY C. SINGLETON
3328
STATE OF TEXAS

07/15/2026

THESE PLANS ARE INSTRUMENTS OF PROFESSIONAL SERVICE AND ARE PROTECTED BY COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS AND ARE NOT TO BE USED IN WHOLE OR PART, REPRODUCED OR USED FOR ANY PURPOSE WITHOUT THE WRITTEN CONSENT OF THE DIMENSION GROUP.

#	DESCRIPTION	DATE	BY

PLANTING SPECIFICATIONS

GENERAL

A. QUALIFICATIONS OF LANDSCAPE CONTRACTOR
   1. ALL LANDSCAPE WORK SHOWN ON THESE PLANS SHALL BE PERFORMED BY A SINGLE FIRM SPECIALIZING IN LANDSCAPE PLANTING.
   2. A LIST OF SUCCESSFULLY COMPLETED PROJECTS OF THIS TYPE, SIZE AND NATURE MAY BE REQUESTED BY THE OWNER FOR FURTHER QUALIFICATION MEASURES.
   3. THE LANDSCAPE CONTRACTOR SHALL HOLD A VALID NURSERY AND FLORAL CERTIFICATE ISSUED BY THE TEXAS DEPARTMENT OF AGRICULTURE, AS WELL AS OPERATE UNDER A COMMERCIAL PESTICIDE APPLICATOR LICENSE ISSUED BY EITHER THE TEXAS DEPARTMENT OF AGRICULTURE OR THE TEXAS STRUCTURAL PEST CONTROL BOARD.
   3. THE LANDSCAPE CONTRACTOR SHALL HOLD A VALID CONTRACTOR'S LICENSE ISSUED BY THE APPROPRIATE LOCAL JURISDICTION.

B. SCOPE OF WORK
   1. WORK COVERED BY THESE SECTIONS INCLUDES THE FURNISHING AND PAYMENT OF ALL MATERIALS, LABOR, SERVICES, EQUIPMENT, LICENSES, TAXES AND ANY OTHER ITEMS THAT ARE NECESSARY FOR THE EXECUTION, INSTALLATION AND COMPLETION OF ALL WORK, SPECIFIED HEREIN AND / OR SHOWN ON THE LANDSCAPE PLANS, NOTES, AND DETAILS.
   2. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE LAWS, CODES AND REGULATIONS REQUIRED BY AUTHORITIES HAVING JURISDICTION OVER SUCH WORK, INCLUDING ALL INSPECTIONS AND PERMITS REQUIRED BY FEDERAL, STATE AND LOCAL AUTHORITIES IN SUPPLY, TRANSPORTATION AND INSTALLATION OF MATERIALS.
   3. THE LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITY LINES (WATER, SEWER, ELECTRICAL, TELEPHONE, GAS, CABLE, TELEVISION, ETC.) PRIOR TO THE START OF ANY WORK.

PRODUCTS

A. ALL MANUFACTURED PRODUCTS SHALL BE NEW.
B. CONTAINER AND BALLED-AND-BURLAPPED PLANTS:
   1. FURNISH NURSERY-GROWN PLANTS COMPLYING WITH ANSI Z60.1-2014. PROVIDE WELL-SHAPED, FULLY BRANCHED, HEALTHY, VIGOROUS STOCK FREE OF DISEASE, INSECTS, EGGS, LARVAE, AND DEFECTS SUCH AS KNOTS, SUN SCALD, INJURIES, ABRASIONS, AND DISFIGUREMENT. ALL PLANTS WITHIN A SPECIES SHALL HAVE SIMILAR SIZE, AND SHALL BE OF A FORM TYPICAL FOR THE SPECIES. ALL TREES SHALL BE OBTAINED FROM SOURCES WITHIN 200 MILES OF THE PROJECT SITE, AND WITH SIMILAR CLIMACTIC CONDITIONS.
   2. ROOT SYSTEMS SHALL BE HEALTHY, DENSELY BRANCHED ROOT SYSTEMS, NON-POT-BOUND, FREE FROM ENCIRCLING AND/OR GIRDLING ROOTS, AND FREE FROM ANY OTHER ROOT DEFECTS (SUCH AS J-SHAPED ROOTS).
   3. TREES MAY BE PLANTED FROM CONTAINERS OR BALLED-AND-BURLAPPED (B&B), UNLESS SPECIFIED ON THE PLANTING LEGEND. BARE-ROOT TREES ARE NOT ACCEPTABLE.
   4. ANY PLANT DEEMED UNACCEPTABLE BY THE LANDSCAPE ARCHITECT OR OWNER SHALL BE IMMEDIATELY REMOVED FROM THE SITE AND SHALL BE REPLACED WITH AN ACCEPTBLE PLANT OF LIKE TYPE AND SIZE AT THE CONTRACTOR'S OWN EXPENSE. ANY PLANTS APPEARING TO BE UNHEALTHY, EVEN IF DETERMINED TO STILL BE ALIVE, SHALL NOT BE ACCEPTED. THE LANDSCAPE ARCHITECT AND OWNER SHALL BE THE SOLE JUDGES AS TO THE ACCEPTABILITY OF PLANT MATERIAL.
   5. ALL TREES SHALL BE STANDARD IN FORM, UNLESS OTHERWISE SPECIFIED. TREES WITH CENTRAL LEADERS WILL NOT BE ACCEPTED IF LEADER IS DAMAGED OR REMOVED. PRUNE ALL DAMAGED TWIGS AFTER PLANTING.
   6. CALIPER MEASUREMENTS FOR STANDARD (SINGLE TRUNK) TREES SHALL BE AS FOLLOWS: SIX INCHES ABOVE THE ROOT FLARE FOR TREES UP TO AND INCLUDING FOUR INCHES IN CALIPER, AND TWELVE INCHES ABOVE THE ROOT FLARE FOR TREES EXCEEDING FOUR INCHES IN CALIPER.
   7. MULTI-TRUNK TREES SHALL BE MEASURED BY THEIR OVERALL HEIGHT, MEASURED FROM THE TOP OF THE ROOT BALL. WHERE CALIPER MEASUREMENTS ARE USED, THE CALIPER SHALL BE CALCULATED AS ONE-HALF OF THE SUM OF THE CALIPER OF THE THREE LARGEST TRUNKS.
   8. ANY TREE OR SHRUB SHOWN TO HAVE EXCESS SOIL PLACED ON TOP OF THE ROOT BALL, SO THAT THE ROOT FLARE HAS BEEN COMPLETELY COVERED, SHALL BE REJECTED.
C. SOD: PROVIDE WELL-ROOTED SOD OF THE VARIETY NOTED ON THE PLANS. SOD SHALL BE CUT FROM HEALTHY, MATURE TURF WITH SOIL THICKNESS OF 3/4" TO 1". EACH PALLET OF SOD SHALL BE ACCOMPANIED BY A CERTIFICATE FROM SUPPLIER STATING THE COMPOSITION OF THE SOD.
D. SEED: PROVIDE BLEND OF SPECIES AND VARIETIES AS NOTED ON THE PLANS, WITH MAXIMUM PERCENTAGES OF PURITY, GERMINATION, AND MINIMUM PERCENTAGE OF WEED SEED AS INDICATED ON PLANS. EACH BAG OF SEED SHALL BE ACCOMPANIED BY A TAG FROM THE SUPPLIER INDICATING THE COMPOSITION OF THE SEED.
E. TOPSOIL: SANDY TO CLAY LOAM TOPSOIL, FREE OF STONES LARGER THAN ½ INCH, FOREIGN MATTER, PLANTS, ROOTS, AND SEEDS.
F. COMPOST: WELL-COMPOSTED, STABLE, AND WEED-FREE ORGANIC MATTER, pH RANGE OF 5.5 TO 8; MOISTURE CONTENT 35 TO 55 PERCENT BY WEIGHT; 100 PERCENT PASSING THROUGH CLINCH SIEVE; SOLUBLE SALT CONTENT OF 5 TO 10 DECISIEMENS/M; NOT EXCEEDING 0.5 PERCENT INERT CONTAMINANTS AND FREE OF SUBSTANCES TOXIC TO PLANTINGS. NO MANURE OR ANIMAL-BASED PRODUCTS SHALL BE USED.
G. PLANTING MIX FOR POTS: AN EQUAL PART MIXTURE OF TOPSOIL, SAND AND COMPOST. INCORPORATE "GELSCAPE", AS MADE BY AMEREQ, INC., (800) 832-8788, AT THE RATE OF 3 LB. PER CUBIC YARD OF PLANTING MIX.
H. FERTILIZER: GRANULAR FERTILIZER CONSISTING OF NITROGEN, PHOSPHORUS, POTASSIUM, AND OTHER NUTRIENTS IN PROPORTIONS, AMOUNTS, AND RELEASE RATES RECOMMENDED IN A SOIL REPORT FROM A QUALIFIED SOIL-TESTING AGENCY (SEE BELOW).
I. PALM MAINTENANCE SPIKES: AS MANUFACTURED BY THE LUTZ CORP. (800) 203-7740, OR APPROVED EQUAL.
J. MULCH: SIZE AND TYPE AS INDICATED ON PLANS, FREE FROM DELETERIOUS MATERIALS AND SUITABLE AS A TOP DRESSING OF TREES AND SHRUBS.
K. TREE STAKING AND GUYING
   1. STAKES: 6' LONG GREEN METAL T-POSTS.
   2. GUY AND TIE WIRE: ASTM A 641, CLASS 1, GALVANIZED-STEEL WIRE, 2-STRAND, TWISTED, 0.106 INCH DIAMETER.
   3. STRAP CHAFING GUARD: REINFORCED NYLON OR CANVAS AT LEAST 1-1/2 INCH WIDE, WITH GROMMETS TO PROTECT TREE TRUNKS FROM DAMAGE.
L. STEEL EDGING: PROFESSIONAL STEEL EDGING, 14 GAUGE THICK X 4 INCHES WIDE, FACTORY PAINTED DARK GREEN. ACCEPTABLE MANUFACTURERS INCLUDE COL-MET OR APPROVED EQUAL.
M. PRE-EMERGENT HERBICIDES: ANY GRANULAR, NON-STAINING PRE-EMERGENT HERBICIDE THAT IS LABELED FOR THE SPECIFIC ORNAMENTALS OR TURF ON WHICH IT WILL BE UTILIZED. PRE-EMERGENT HERBICIDES SHALL BE APPLIED PER THE MANUFACTURER'S LABELED RATES.

METHODS

A. SOIL PREPARATION
   1. BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE GRADE OF ALL LANDSCAPE AREAS ARE WITHIN +/-0.1' OF FINISH GRADE. THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY SHOULD ANY DISCREPANCIES EXIST.
   2. SOIL TESTING:
      a. AFTER FINISH GRADES HAVE BEEN ESTABLISHED, CONTRACTOR SHALL HAVE SOIL SAMPLES FROM THE PROJECT'S LANDSCAPE AREAS TESTED BY AN ESTABLISHED SOIL TESTING LABORATORY. EACH SAMPLE SUBMITTED TO THE LAB SHALL CONTAIN NO LESS THAN ONE QUART OF SOIL, TAKEN FROM BETWEEN THE SOIL SURFACE AND 6" DEPTH. IF NO SAMPLE LOCATIONS ARE INDICATED ON THE PLANS, THE CONTRACTOR SHALL TAKE A MINIMUM OF THREE SAMPLES FROM VARIOUS REPRESENTATIVE LOCATIONS FOR TESTING.
      b. THE CONTRACTOR SHALL HAVE THE SOIL TESTING LABORATORY PROVIDE RESULTS FOR THE FOLLOWING: SOIL TEXTURAL CLASS, GENERAL SOIL FERTILITY, pH, ORGANIC MATTER CONTENT, SALT (EC), LIME, SODIUM ADSORPTION RATIO (SAR) AND BORON CONTENT.
      c. THE CONTRACTOR SHALL ALSO SUBMIT THE PROJECT'S PLANT LIST TO THE LABORATORY ALONG WITH THE SOIL SAMPLES.
      d. THE SOIL REPORT PRODUCED BY THE LABORATORY SHALL CONTAIN RECOMMENDATIONS FOR THE FOLLOWING (AS APPROPRIATE): SEPARATE SOIL PREPARATION AND BACKFILL MIX RECOMMENDATIONS FOR GENERAL ORNAMENTAL PLANTS, XERIC PLANTS, TURF, AND NATIVE SEED, AS WELL AS PRE-PLANT FERTILIZER APPLICATIONS AND RECOMMENDATIONS FOR ANY OTHER SOIL RELATED ISSUES. THE REPORT SHALL ALSO PROVIDE A FERTILIZER PROGRAM FOR THE ESTABLISHMENT PERIOD AND FOR LONG-TERM MAINTENANCE.
   3. THE CONTRACTOR SHALL INSTALL SOIL AMENDMENTS AND FERTILIZERS PER THE SOILS REPORT RECOMMENDATIONS. ANY CHANGE IN COST DUE TO THE SOIL REPORT RECOMMENDATIONS, EITHER INCREASE OR DECREASE, SHALL BE SUBMITTED TO THE OWNER WITH THE REPORT.
   4. FOR BIDDING PURPOSES ONLY, THE SOIL PREPARATION SHALL CONSIST OF THE FOLLOWING:
      a. TURF: INCORPORATE THE FOLLOWING AMENDMENTS INTO THE TOP 8" OF SOIL BY MEANS OF ROTOTILLING AFTER CROSS-RIPPING:
         i. NITROGEN STABILIZED ORGANIC AMENDMENT - 4 CU. YDS. PER 1,000 S.F.
         ii. PREPLANT TURF FERTILIZER (10-20-10 OR SIMILAR, SLOW RELEASE, ORGANIC) - 15 LBS PER 1,000 S.F.
         iii. "CLAY BUSTER" OR EQUAL - USE MANUFACTURER'S RECOMMENDED RATE
      b. TREES, SHRUBS, AND PERENNIALS: INCORPORATE THE FOLLOWING AMENDMENTS INTO THE TOP 8" OF SOIL BY MEANS OF ROTOTILLING AFTER CROSS-RIPPING:
         i. NITROGEN STABILIZED ORGANIC AMENDMENT - 4 CU. YDS. PER 1,000 S.F.
         ii. 12-12-12 FERTILIZER (OR SIMILAR, ORGANIC, SLOW RELEASE) - 10 LBS. PER CU. YD.
         iii. "CLAY BUSTER" OR EQUAL - USE MANUFACTURER'S RECOMMENDED RATE
         iv. IRON SULPHATE - 2 LBS. PER CU. YD.
   5. IN THE CONTEXT OF THESE PLANS, NOTES, AND SPECIFICATIONS, "FINISH GRADE" REFERS TO THE FINAL ELEVATION OF THE SOIL SURFACE (NOT TOP OF MULCH) AS INDICATED ON THE GRADING PLANS.
      a. BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE ROUGH GRADES OF ALL LANDSCAPE AREAS ARE WITHIN +/-0.1' OF FINISH GRADE. SEE SPECIFICATIONS FOR MORE DETAILED INSTRUCTION ON TURF AREA AND PLANTING BED PREPARATION.
      b. CONSTRUCT AND MAINTAIN FINISH GRADES AS SHOWN ON GRADING PLANS, AND CONSTRUCT AND MAINTAIN SLOPES AS RECOMMENDED BY THE GEOTECHNICAL REPORT. ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES AT THE MINIMUM SLOPE SPECIFIED IN THE REPORT AND ON THE GRADING PLANS, AND AREAS OF POTENTIAL PONDING SHALL BE REGRADED TO BLEND IN WITH THE SURROUNDING GRADES AND ELIMINATE PONDING POTENTIAL.
      c. THE LANDSCAPE CONTRACTOR SHALL DETERMINE WHETHER OR NOT THE EXPORT OF ANY SOIL WILL BE NEEDED, TAKING INTO ACCOUNT THE ROUGH GRADE PROVIDED, THE AMOUNT OF SOIL AMENDMENTS TO BE ADDED (**BASED ON A SOIL TEST**, PER SPECIFICATIONS), AND THE FINISH GRADES TO BE ESTABLISHED.
      d. ENSURE THAT THE FINISH GRADE IN SHRUB AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 3" BELOW THE ADJACENT FINISH SURFACE, IN ORDER TO ALLOW FOR PROPER MULCH DEPTH. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.
      e. ENSURE THAT THE FINISH GRADE IN TURF AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 1" BELOW THE FINISH SURFACE OF THE WALKS. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.
      f. SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GRADING PLANS, GEOTECHNICAL REPORT, THESE NOTES AND PLANS, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT, GENERAL CONTRACTOR, AND OWNER.
   6. ONCE PREPARATION IS COMPLETE, THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT THERE ARE NO DEBRIS, TRASH, OR STONES LARGER THAN 1" REMAINING IN THE TOP 6" OF SOIL.

B. SUBMITTALS
   1. THE CONTRACTOR SHALL PROVIDE SUBMITTALS AND SAMPLES, IF REQUIRED, TO THE LANDSCAPE ARCHITECT, AND RECEIVE APPROVAL IN WRITING FOR SUCH SUBMITTALS BEFORE WORK COMMENCES.
   2. SUBMITTALS SHALL INCLUDE PHOTOS OF PLANTS WITH A RULER OR MEASURING STICK FOR SCALE, PHOTOS OR SAMPLES OF ANY REQUIRED MULCHES, AND SOIL TEST RESULTS AND PREPARATION RECOMMENDATIONS FROM THE TESTING LAB (INCLUDING COMPOST AND FERTILIZER RATES AND TYPES, AND OTHER AMENDMENTS FOR TREE/SHRUB, TURF, AND SEED AREAS AS MAY BE APPROPRIATE).
   3. SUBMITTALS SHALL ALSO INCLUDE MANUFACTURER CUT SHEETS FOR PLANTING ACCESSORIES SUCH AS TREE STAKES AND TIES, EDGING, AND LANDSCAPE FABRICS (IF ANY).
   4. WHERE MULTIPLE ITEMS ARE SHOWN ON A PAGE, THE CONTRACTOR SHALL CLEARLY INDICATE THE ITEM BEING CONSIDERED.

C. GENERAL PLANTING
   1. REMOVE ALL NURSERY TAGS AND STAKES FROM PLANTS.
   2. EXCEPT IN AREAS TO BE PLANTED WITH ORNAMENTAL GRASSES, APPLY PRE-EMERGENT HERBICIDES AT THE MANUFACTURER'S RECOMMENDED RATE.
   3. TRENCHING NEAR EXISTING TREES:
      a. CONTRACTOR SHALL NOT DISTURB ROOTS 1-1/2" AND LARGER IN DIAMETER WITHIN THE CRITICAL ROOT ZONE (CRZ) OF EXISTING TREES, AND SHALL EXERCISE ALL POSSIBLE CARE AND PRECAUTIONS TO AVOID INJURY TO TREE ROOTS, TRUNKS, AND BRANCHES. THE CRZ IS DEFINED AS A CIRCULAR AREA EXTENDING OUTWARD FROM THE TREE TRUNK, WITH A RADIUS EQUAL TO 1' FOR EVERY 1" OF TRUNK DIAMETER-AT-BREAST-HEIGHT (4.5' ABOVE THE AVERAGE GRADE AT THE TRUNK).
      b. ALL EXCAVATION WITHIN THE CRZ SHALL BE PERFORMED USING HAND TOOLS. NO MACHINE EXCAVATION OR TRENCHING OF ANY KIND SHALL BE ALLOWED WITHIN THE CRZ.
      c. ALTER ALIGNMENT OF PIPE TO AVOID TREE ROOTS 1-1/2" AND LARGER IN DIAMETER. WHERE TREE ROOTS 1-1/2" AND LARGER IN DIAMETER ARE ENCOUNTERED IN THE FIELD, TUNNEL UNDER SUCH ROOTS. WRAP EXPOSED ROOTS WITH SEVERAL LAYERS OF BURLAP AND KEEP MOIST. CLOSE ALL TRENCHES WITHIN THE CANOPY DRIP LINES WITHIN 24 HOURS.
      d. ALL SEVERED ROOTS SHALL BE HAND PRUNED WITH SHARP TOOLS AND ALLOWED TO AIR-DRY. DO NOT USE ANY SORT OF SEALERS OR WOUND PAINTS.

D. TREE PLANTING
   1. TREE PLANTING HOLES SHALL BE EXCAVATED TO MINIMUM WIDTH OF TWO TIMES THE WIDTH OF THE ROOTBALL AND TO A DEPTH EQUAL TO THE DEPTH OF THE ROOTBALL LESS TWO TO FOUR INCHES.
   2. SCARIFY THE SIDES AND BOTTOM OF THE PLANTING HOLE PRIOR TO THE PLACEMENT OF THE TREE. REMOVE ANY GLAZING THAT MAY HAVE BEEN CAUSED DURING THE EXCAVATION OF THE HOLE.
   3. FOR CONTAINER AND BOX TREES, TO REMOVE ANY POTENTIALLY GIRDLING ROOTS AND OTHER ROOT DEFECTS, THE CONTRACTOR SHALL SHAVE A 1" LAYER OFF OF THE SIDES AND BOTTOM OF THE ROOTBALL OF ALL TREES JUST BEFORE PLACING INTO THE PLANTING PIT. DO NOT "TEASE" ROOTS OUT FROM THE ROOTBALL.
   4. INSTALL THE TREE ON UNDISTURBED SUBGRADE SO THAT THE TOP OF THE ROOTBALL IS TWO TO FOUR INCHES ABOVE THE SURROUNDING GRADE.
   5. BACKFILL THE TREE HOLE UTILIZING THE EXISTING TOPSOIL FROM ON-SITE. ROCKS LARGER THAN 1" DIA. AND ALL OTHER DEBRIS SHALL BE REMOVED FROM THE SOIL PRIOR TO THE BACKFILL. SHOULD ADDITIONAL SOIL BE REQUIRED TO ACCOMPLISH THIS TASK, USE STORED TOPSOIL FROM ON-SITE OR IMPORT ADDITIONAL TOPSOIL FROM OFF-SITE AT NO ADDITIONAL COST TO THE OWNER. IMPORTED TOPSOIL SHALL BE OF SIMILAR TEXTURAL CLASS AND COMPOSITION IN THE ON-SITE SOIL.
   6. TREES SHALL NOT BE STAKED UNLESS LOCAL CONDITIONS (SUCH AS HEAVY WINDS OR SLOPES) REQUIRE STAKES TO KEEP TREES UPRIGHT. SHOULD STAKING BE REQUIRED, THE TOTAL NUMBER OF TREE STAKES (BEYOND THE MINIMUMS LISTED BELOW) WILL BE LEFT TO THE LANDSCAPE CONTRACTOR'S DISCRETION. SHOULD ANY TREES FALL OR LEAN, THE LANDSCAPE CONTRACTOR SHALL STRAIGHTEN THE TREE, OR REPLACE IT SHOULD IT BECOME DAMAGED. TREE STAKING SHALL ADHERE TO THE FOLLOWING GUIDELINES:
      a. 1"-2" TREES — TWO STAKES PER TREE
      b. 2-1/2"-4" TREES — THREE STAKES PER TREE
      c. TREES OVER 4" CALIPER — GUY AS NEEDED
      d. MULTI-TRUNK TREES — THREE STAKES PER TREE MINIMUM, QUANTITY AND POSITIONS AS NEEDED TO STABILIZE THE TREE
      e. #15 CONT. - 24" BOX TREES — TWO STAKES PER TREE
      f. 36"-48" BOX TREES — THREE STAKES PER TREE
      g. OVER 48" BOX TREES — GUY AS NEEDED
      h. MULTI-TRUNK TREES — THREE STAKES PER TREE MINIMUM, QUANTITY AND POSITIONS AS NEEDED TO STABILIZE THE TREE
   7. UPON COMPLETION OF PLANTING, CONSTRUCT AN EARTH WATERING BASIN AROUND THE TREE. COVER THE INTERIOR OF THE TREE RING WITH THE WEED BARRIER CLOTH AND TOPDRESS WITH MULCH (TYPE AND DEPTH PER PLANS).

E. SHRUB, PERENNIAL, AND GROUNDCOVER PLANTING
   1. DIG THE PLANTING HOLES TWICE AS WIDE AND 2" LESS DEEP THAN EACH PLANT'S ROOTBALL. INSTALL THE PLANT IN THE HOLE. BACKFILL AROUND THE PLANT WITH SOIL AMENDED PER SOIL TEST RECOMMENDATIONS.
   2. INSTALL THE WEED BARRIER CLOTH, OVERLAPPING IT AT THE ENDS. UTILIZE STEEL STAPLES TO KEEP THE WEED BARRIER CLOTH IN PLACE.
   3. WHEN PLANTING IS COMPLETE, INSTALL MULCH (TYPE AND DEPTH PER PLANS) OVER ALL PLANTING BEDS, COVERING THE ENTIRE PLANTING AREA.

F. SODDING
   1. SOD VARIETY TO BE AS SPECIFIED ON THE LANDSCAPE PLAN.
   2. LAY SOD WITHIN 24 HOURS FROM THE TIME OF STRIPPING. DO NOT LAY IF THE GROUND IS FROZEN.
   3. LAY THE SOD TO FORM A SOLID MASS WITH TIGHTLY FITTED JOINTS. BUTT ENDS AND SIDES OF SOD STRIPS - DO NOT OVERLAP. STAGGER STRIPS TO OFFSET JOINTS IN ADJACENT COURSES.
   4. ROLL THE SOD TO ENSURE GOOD CONTACT OF THE SOD'S ROOT SYSTEM WITH THE SOIL UNDERNEATH.
   5. WATER THE SOD THOROUGHLY WITH A FINE SPRAY IMMEDIATELY AFTER PLANTING TO OBTAIN AT LEAST SIX INCHES OF PENETRATION INTO THE SOIL BELOW THE SOD.

G. HYDROMULCHING
   1. TURF HYDROMULCH MIX (PER 1,000 SF) SHALL BE AS FOLLOWS:
      a. WINTER MIX (OCTOBER 1 - MARCH 31)
         50# CELLULOSE FIBER MULCH
         2# UNHULLED BERMUDA SEED
         2# ANNUAL RYE SEED
         15# 15-15-15 WATER SOLUBLE FERTILIZER
      b. SUMMER MIX (APRIL 1 - SEPTEMBER 30)
         50# CELLULOSE FIBER MULCH
         2# HULLED BERMUDA SEED
         15# 15-15-15 WATER SOLUBLE FERTILIZER
   2. SEED HYDROMULCH MIX (PER 1,000 SF) SHALL BE AS FOLLOWS:
      a. GENERAL
         50# CELLULOSE FIBER MULCH
         15# 15-15-15 WATER SOLUBLE FERTILIZER
         SEED RATE PER LEGEND

H. DRILL SEEDING
   1. ALL SEED SHALL BE DRILL SEEDED AT THE RATES SHOWN ON THE PLANS, WITH A HYDROMULCH MIX APPLIED AFTER SEEDING.
   2. THE HYDROMULCH MIX (PER 1,000 SF) SHALL BE AS FOLLOWS:
      50# CELLULOSE FIBER MULCH
      15# 15-15-15 WATER SOLUBLE FERTILIZER
      4# ORGANIC BINDER

I. MULCH
   1. INSTALL MULCH TOPDRESSING, TYPE AND DEPTH PER MULCH NOTE, IN ALL PLANTING AREAS AND TREE RINGS.
   2. DO NOT INSTALL MULCH WITHIN 6" OF TREE ROOT FLARE AND WITHIN 24" OF HABITABLE STRUCTURES, EXCEPT AS MAY BE NOTED ON THESE PLANS. MULCH COVER WITHIN 6" OF CONCRETE WALKS AND CURBS SHALL NOT PROTRUDE ABOVE THE FINISH SURFACE OF THE WALKS AND CURBS. MULCH COVER WITHIN 12" OF WALLS SHALL BE AT LEAST 3" LOWER THAN THE TOP OF WALL.

J. CLEAN UP
   1. DURING LANDSCAPE PREPARATION AND PLANTING, KEEP ALL PAVEMENT CLEAN AND ALL WORK AREAS IN A NEAT, ORDERLY CONDITION.
   2. DISPOSED LEGALLY OF ALL EXCAVATED MATERIALS OFF THE PROJECT SITE.

K. INSPECTION AND ACCEPTANCE
   1. UPON COMPLETION OF THE WORK, THE LANDSCAPE CONTRACTOR SHALL PROVIDE THE SITE CLEAN, FREE OF DEBRIS AND TRASH, AND SUITABLE FOR USE AS INTENDED. THE LANDSCAPE CONTRACTOR SHALL THEN REQUEST AN INSPECTION BY THE OWNER TO DETERMINE FINAL ACCEPTABILITY.
   2. WHEN THE INSPECTED PLANTING WORK DOES NOT COMPLY WITH THE CONTRACT DOCUMENTS, THE LANDSCAPE CONTRACTOR SHALL REPLACE AND/OR REPAIR THE REJECTED WORK TO THE OWNER'S SATISFACTION WITHIN 24 HOURS.
   3. THE LANDSCAPE MAINTENANCE PERIOD WILL NOT COMMENCE UNTIL THE LANDSCAPE WORK HAS BEEN RE-INSPECTED BY THE OWNER AND FOUND TO BE ACCEPTABLE. AT THAT TIME, A WRITTEN NOTICE OF FINAL ACCEPTANCE WILL BE ISSUED BY THE OWNER, AND THE MAINTENANCE AND GUARANTEE PERIODS WILL COMMENCE.

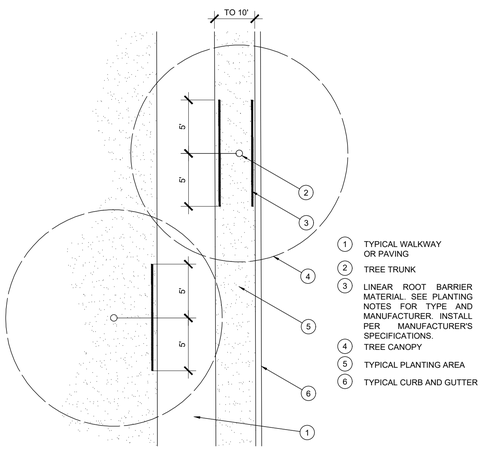
L. LANDSCAPE MAINTENANCE
   1. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL WORK SHOWN ON THESE PLANS FOR 90 DAYS BEYOND FINAL ACCEPTANCE OF ALL LANDSCAPE WORK BY THE OWNER. LANDSCAPE MAINTENANCE SHALL INCLUDE WEEKLY SITE VISITS FOR THE FOLLOWING ACTIONS (AS APPROPRIATE): PROPER PRUNING, RESTAKING OF TREES, RESETTING OF PLANTS THAT HAVE SETTLED, MOWING AND AERATION OF LAWNS, WEEDING, RESEEDING AREAS WHICH HAVE NOT GERMINATED WELL, TREATING FOR INSECTS AND DISEASES,REPLACEMENT OF MULCH, REMOVAL OF LITTER, REPAIRS TO THE IRRIGATION SYSTEM DUE TO FAULTY PARTS AND/OR WORKMANSHIP, AND THE APPROPRIATE WATERING OF ALL PLANTINGS. THE LANDSCAPE CONTRACTOR SHALL MAINTAIN THE IRRIGATION SYSTEM IN PROPER WORKING ORDER, WITH SCHEDULING ADJUSTMENTS BY SEASON TO MAXIMIZE WATER CONSERVATION.
   2. SHOULD SEEDED AND/OR SODDED AREAS NOT BE COVERED BY AN AUTOMATIC IRRIGATION SYSTEM, THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING THESE AREAS AND OBTAINING A FULL HEALTHY STAND OF PLANTS AT NO ADDITIONAL COST TO THE OWNER.
   3. TO ACHIEVE FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD, ALL OF THE FOLLOWING CONDITIONS MUST OCCUR:
      a. THE LANDSCAPE SHALL SHOW ACTIVE, HEALTHY GROWTH (WITH EXCEPTIONS MADE FOR SEASONAL DORMANCY). ALL PLANTS NOT MEETING THIS CONDITION SHALL BE REJECTED AND REPLACED BY HEALTHY PLANT MATERIAL PRIOR TO FINAL ACCEPTANCE.
      b. ALL HARDSCAPE SHALL BE CLEANED PRIOR TO FINAL ACCEPTANCE.
      c. SODDED AREAS MUST BE ACTIVELY GROWING AND MUST REACH A MINIMUM HEIGHT OF 1 1/2 INCHES BEFORE FIRST MOWING. HYDROMULCHED AREAS SHALL SHOW ACTIVE, HEALTHY GROWTH. BARE AREAS LARGER THAN TWELVE SQUARE INCHES MUST BE RESODDED OR RESEEDED (AS APPROPRIATE) PRIOR TO FINAL ACCEPTANCE. ALL SODDED TURF SHALL BE NEATLY MOWED.

M. WARRANTY PERIOD, PLANT GUARANTEE AND REPLACEMENTS
   1. THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL TREES, SHRUBS, PERENNIALS, SOD, SEEDED/HYDROMULCHED AREAS, AND IRRIGATION SYSTEMS FOR A PERIOD OF ONE YEAR FROM THE DATE OF THE OWNER'S FINAL ACCEPTANCE (90 DAYS FOR ANNUAL PLANTS). THE CONTRACTOR SHALL REPLACE, AT HIS OWN EXPENSE AND TO THE SATISFACTION OF THE OWNER, ANY PLANTS WHICH DIE IN THAT TIME, OR REPAIR ANY PORTIONS OF THE IRRIGATION SYSTEM WHICH OPERATE IMPROPERLY.
   2. AFTER THE INITIAL MAINTENANCE PERIOD AND DURING THE GUARANTEE PERIOD, THE LANDSCAPE CONTRACTOR SHALL ONLY BE RESPONSIBLE FOR REPLACEMENT OF PLANTS WHEN PLANT DEATH CANNOT BE ATTRIBUTED DIRECTLY TO OVERWATERING OR OTHER DAMAGE BY HUMAN ACTIONS.

N. PROVIDE A MINIMUM OF (2) COPIES OF RECORD DRAWINGS TO THE OWNER UPON COMPLETION OF WORK. A RECORD DRAWING IS A RECORD OF ALL CHANGES THAT OCCURRED IN THE FIELD AND THAT ARE DOCUMENTED THROUGH CHANGE ORDERS, ADDENDA, OR CONTRACTOR/CONSULTANT DRAWING MARKUPS.

CAUTION NOTICE TO CONTRACTORS

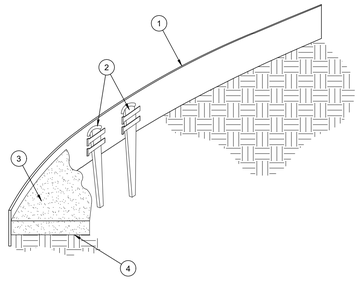
THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUCH CALL 811 AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATED ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS.



1. TYPICAL WALKWAY OR PAVING
2. TREE TRUNK
3. LINEAR ROOT BARRIER MATERIAL. SEE PLANTING NOTES FOR TYPE AND MANUFACTURER. INSTALL PER MANUFACTURER'S SPECIFICATIONS.
4. TREE CANOPY
5. TYPICAL PLANTING AREA
6. TYPICAL CURB AND GUTTER

NOTES:
1) INSTALL ROOT BARRIERS NEAR ALL NEWLY-PLANTED TREES THAT ARE LOCATED WITHIN FIVE (5) FEET OF PAVING OR CURBS.
2) BARRIERS SHALL BE LOCATED IMMEDIATELY ADJACENT TO HARDSCAPE. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR USE ROOT BARRIERS OF A TYPE THAT COMPLETELY ENCIRCLE THE ROOTBALL.

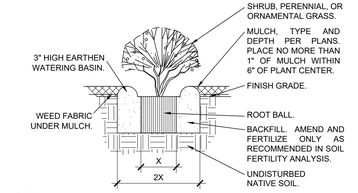
F ROOT BARRIER - PLAN VIEW
SCALE: NOT TO SCALE

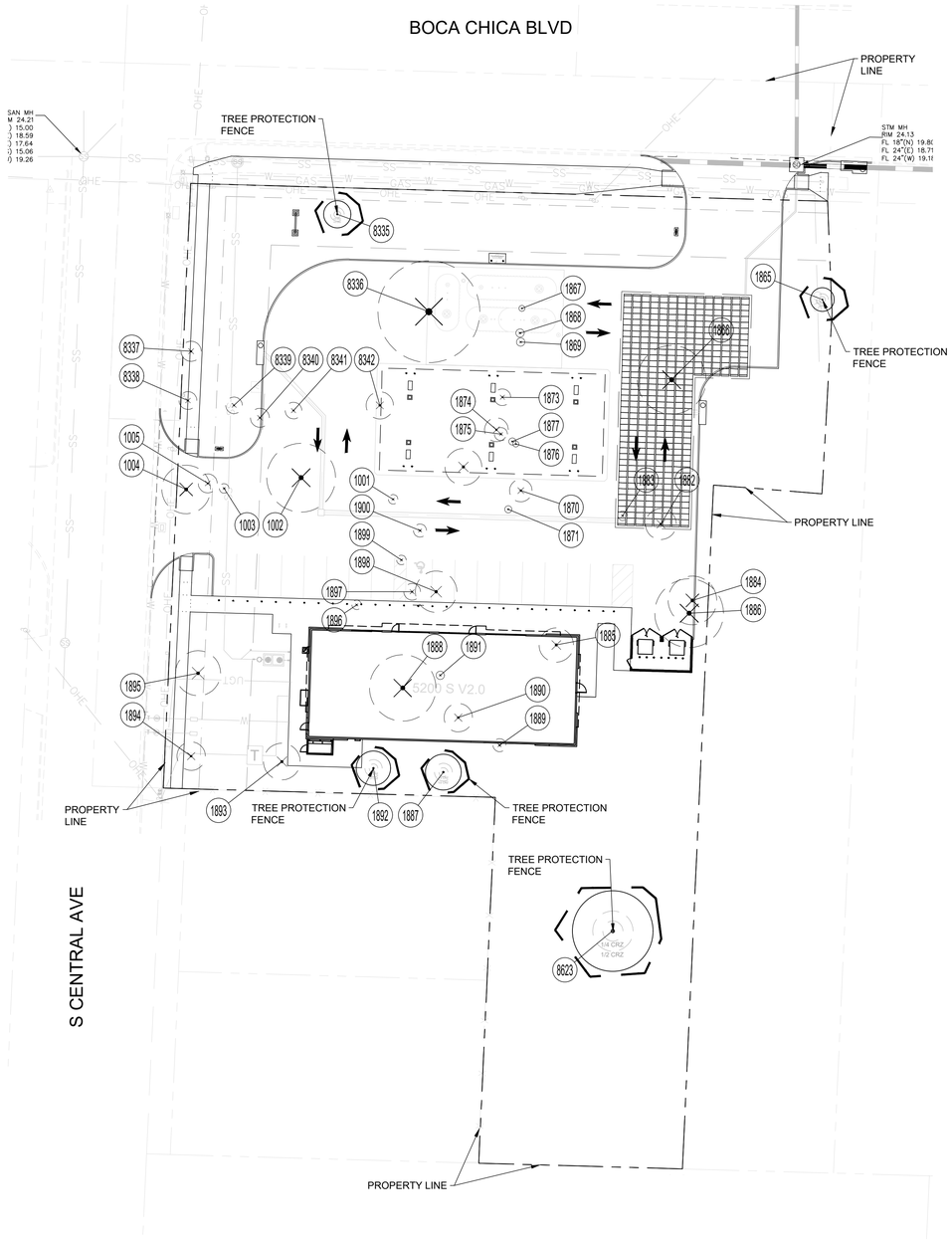


1. ROLLED-TOP STEEL EDGING PER PLANS.
2. TAPERED STEEL STAKES.
3. MULCH, TYPE AND DEPTH PER PLANS.
4. FINISH GRADE.

NOTES:
1) INSTALL EDGING SO THAT STAKES WILL BE ON INSIDE OF PLANTING BED.
2) BOTTOM OF EDGING SHALL BE BURIED A MINIMUM OF 1" BELOW FINISH GRADE.
3) TOP OF MULCH SHALL BE 1" LOWER THAN TOP OF EDGING.

E STEEL EDGING
SCALE: NOT TO SCALE


3" HIGH EARTHEN WATERING BASIN.
WEED FABRIC UNDER MULCH.
X
2X
SHRUB, PERENNIAL, OR ORNAMENTAL GRASS.
MULCH, TYPE AND DEPTH PER PLANS. PLACE NO MORE THAN 1" OF MULCH WITHIN 6" OF PLANT CENTER.
FINISH GRADE.
ROOT BALL.
BACKFILL. AMEND AND FERTILIZE ONLY AS RECOMMENDED IN SOIL FERTILITY ANALYSIS.
UNDISTURBED NATIVE SO



TREE PROTECTION GENERAL NOTES

(A) PRIOR TO THE LAND CLEARING STAGE OF DEVELOPMENT, THE CONTRACTOR SHALL CLEARLY MARK ALL PROTECTED TREES FOR WHICH A TREE REMOVAL PERMIT HAS NOT BEEN ISSUED AND SHALL ERECT BARRIERS FOR THE PROTECTION OF THE TREES ACCORDING TO THE FOLLOWING:
- (1) AROUND AN AREA AT OR GREATER THAN A SIX-FOOT RADIUS OF ALL SPECIES OF MANGROVES AND PROTECTED CABBAGE PALMS;
- (2) AROUND AN AREA AT OR GREATER THAN THE FULL DRIPLINE OF ALL PROTECTED NATIVE PINES;
- (3) AROUND AN AREA AT OR GREATER THAN TWO-THIRDS OF THE DRIPLINE OF ALL OTHER PROTECTED SPECIES.

(B) NO PERSON SHALL ATTACH ANY SIGN, NOTICE OR OTHER OBJECT TO ANY PROTECTED TREE OR FASTEN ANY WIRES, CABLES, NAILS OR SCREWS TO ANY PROTECTED TREE IN ANY MANNER THAT COULD PROVE HARMFUL TO THE PROTECTED TREE, EXCEPT AS NECESSARY IN CONJUNCTION WITH ACTIVITIES IN THE PUBLIC INTEREST.

(C) DURING THE CONSTRUCTION STAGE OF DEVELOPMENT, THE CONTRACTOR SHALL NOT CAUSE OR PERMIT THE CLEANING OF EQUIPMENT OR MATERIAL WITHIN THE OUTSIDE PERIMETER OF THE CROWN (DRIPLINE) OR ON THE NEARBY GROUND OF ANY TREE OR GROUP OF TREES WHICH IS TO BE PRESERVED. WITHIN THE OUTSIDE PERIMETER OF THE CROWN (DRIPLINE) OF ANY TREE OR ON NEARBY GROUND, THE CONTRACTOR SHALL NOT CAUSE OR PERMIT STORAGE OF BUILDING MATERIAL AND/OR EQUIPMENT, OR DISPOSAL OF WASTE MATERIAL SUCH AS PAINTS, OIL, SOLVENTS, ASPHALT, CONCRETE, MORTAR OR ANY OTHER MATERIAL HARMFUL TO THE LIFE OF THE TREE.

(D) NO PERSON SHALL PERMIT ANY UNNECESSARY FIRE OR BURNING WITHIN 30 FEET OF THE DRIPLINE OF A PROTECTED TREE.

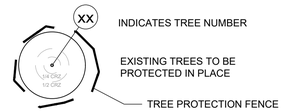
(E) ANY LANDSCAPING ACTIVITIES WITHIN THE BARRIER AREA SHALL BE ACCOMPLISHED WITH HAND LABOR.

(F) PRIOR TO ISSUING A CERTIFICATE OF OCCUPANCY OR COMPLIANCE FOR ANY DEVELOPMENT, BUILDING OR STRUCTURE, ALL TREES DESIGNATED TO BE PRESERVED THAT WERE DESTROYED DURING CONSTRUCTION SHALL BE REPLACED BY THE CONTRACTOR WITH TREES OF EQUIVALENT DIAMETER AT BREAST HEIGHT TREE CALIPER AND OF THE SAME SPECIES AS SPECIFIED BY THE COUNTY ADMINISTRATOR, BEFORE OCCUPANCY OR USE, UNLESS APPROVAL FOR THEIR REMOVAL HAS BEEN GRANTED UNDER PERMIT.

(G) THE COUNTY ADMINISTRATOR MAY CONDUCT PERIODIC INSPECTIONS OF THE SITE DURING LAND CLEARANCE AND CONSTRUCTION.

(H) IF, IN THE OPINION OF THE COUNTY ADMINISTRATOR, DEVELOPMENT ACTIVITIES WILL SO SEVERELY STRESS SLASH PINES OR ANY OTHER PROTECTED TREE SUCH THAT THEY ARE MADE SUSCEPTIBLE TO INSECT ATTACK, PREVENTATIVE SPRAYING OF THESE TREES BY THE CONTRACTOR MAY BE REQUIRED.

LEGEND





NOTE: TREE PROTECTION FOR ANY PRESERVED OR RELOCATED TREES MUST BE PROVIDED PER DETAILS AND SPECIFICATIONS ON SHEET TD-2. THESE MUST BE UP PRIOR TO THE COMMENCEMENT OF ANY WORK AND MAINTAINED THROUGHOUT CONSTRUCTION.

NOTE: ALL TREE TRIMMING MUST BE APPROVED BY THE OWNER AND LOCAL JURISDICTION PRIOR TO COMMENCEMENT OF WORK. ALL TREE TRIMMING MUST BE DONE BY AN ISA CERTIFIED ARBORIST IN ACCORDANCE WITH LOCAL TREE PRESERVATION ORDINANCE.

TREE TABLE

Removed Protected/Heritage Tree — Preserved Protected/Heritage Tree

POINT	SPECIES	DBH	CONDITION RATING	STATUS	DISPOSITION
1001	VITEX	4	FAIR	REMOVE	NOT PROTECTED - UNDERSIZED
1002	LIVE OAK	29	FAIR	REMOVE	PROTECTED - HERITAGE CATEGORY
1003	ANACUA	4	FAIR	REMOVE	NOT PROTECTED - UNDERSIZED
1004	MESQUITE	20.5	FAIR	REMOVE	NOT PROTECTED - EXEMPT SPECIES
1005	MESQUITE	8	VERY POOR	REMOVE	NOT PROTECTED - EXEMPT SPECIES
1865	HACKBERRY	10	FAIR	REMAIN	NOT PROTECTED - EXEMPT SPECIES
1866	ANACUA	29	FAIR	REMOVE	PROTECTED - HERITAGE CATEGORY
1867	ANACUA	2.5	FAIR	REMOVE	NOT PROTECTED - UNDERSIZED
1868	ANACUA	3.5	FAIR	REMOVE	NOT PROTECTED - UNDERSIZED
1869	HACKBERRY	3.5	FAIR	REMOVE	NOT PROTECTED - EXEMPT SPECIES
1870	ANACUA	9.5	FAIR	REMOVE	NOT PROTECTED - UNDERSIZED
1871	ANACUA	3	FAIR	REMOVE	NOT PROTECTED - UNDERSIZED
1872	PECAN	15.5	DEAD	REMOVE	NOT PROTECTED - IN DECLINE/DEAD
1873	SABAL PALM	7	FAIR	REMOVE	NOT PROTECTED - UNDERSIZED
1874	SABAL PALM	10	FAIR	REMOVE	NOT PROTECTED - UNDERSIZED
1875	SABAL PALM	5.5	FAIR	REMOVE	NOT PROTECTED - UNDERSIZED
1876	ANACUA	2.5	FAIR	REMOVE	NOT PROTECTED - UNDERSIZED
1877	ANACUA	3	FAIR	REMOVE	NOT PROTECTED - UNDERSIZED
1882	SABAL PALM	13	FAIR	REMOVE	PROTECTED - PROTECTED CATEGORY
1883	GRAPEFRUIT	4	FAIR	REMOVE	NOT PROTECTED - UNDERSIZED
1884	RED MULBERRY	20.5	VERY POOR	REMOVE	NOT PROTECTED - IN DECLINE/DEAD
1885	SABAL PALM	14.5	FAIR	REMOVE	PROTECTED - PROTECTED CATEGORY
1886	GRAPEFRUIT	7	FAIR	REMOVE	NOT PROTECTED - UNDERSIZED
1887	MESQUITE	15	FAIR	REMAIN	NOT PROTECTED - EXEMPT SPECIES
1888	SILK FLOSS TREE	28	FAIR	REMOVE	PROTECTED - HERITAGE CATEGORY
1889	ANACUA	5.5	FAIR	REMOVE	NOT PROTECTED - UNDERSIZED
1890	MESQUITE	12	FAIR	REMOVE	NOT PROTECTED - EXEMPT SPECIES
1891	ANACUA	3.5	FAIR	REMOVE	NOT PROTECTED - UNDERSIZED
1892	LIVE OAK	14.5	FAIR	REMAIN	PROTECTED - PROTECTED CATEGORY
1893	MESQUITE	15.5	FAIR	REMOVE	NOT PROTECTED - EXEMPT SPECIES
1894	LIVE OAK	12	FAIR	REMOVE	PROTECTED - PROTECTED CATEGORY
1895	LIVE OAK	19	FAIR	REMOVE	PROTECTED - PROTECTED CATEGORY
1896	HACKBERRY	4	POOR	REMOVE	NOT PROTECTED - EXEMPT SPECIES
1897	ANACUA	7	FAIR	REMOVE	NOT PROTECTED - UNDERSIZED
1898	MESQUITE	17.5	VERY POOR	REMOVE	NOT PROTECTED - EXEMPT SPECIES
1899	ANACUA	4	DEAD	REMOVE	NOT PROTECTED - IN DECLINE/DEAD
1900	ANACUA	5.5	FAIR	REMOVE	NOT PROTECTED - UNDERSIZED
8335	MESQUITE	11.5	FAIR	REMAIN	NOT PROTECTED - EXEMPT SPECIES
8336	LIVE OAK	43	EXCELLENT	REMOVE	PROTECTED - HERITAGE CATEGORY
8337	MESQUITE	8.5	FAIR	REMOVE	NOT PROTECTED - EXEMPT SPECIES
8338	MESQUITE	7.5	FAIR	REMOVE	NOT PROTECTED - EXEMPT SPECIES
8339	MANGO	7	VERY POOR	REMOVE	NOT PROTECTED - IN DECLINE/DEAD
8340	MANGO	8	VERY POOR	REMOVE	NOT PROTECTED - IN DECLINE/DEAD
8341	JAPANESE YEW	7	DEAD	REMOVE	NOT PROTECTED - IN DECLINE/DEAD
8342	MANGO	11.5	VERY POOR	REMOVE	NOT PROTECTED - IN DECLINE/DEAD
8623	SILK FLOSS TREE	17		REMAIN	PROTECTED - PROTECTED CATEGORY

Total Removed Trees (in caliper inches): 187.5 caliper inches

Total Salvaged Trees (in caliper inches): 31.5 caliper inches

MITIGATION TOTALS

TOTAL CALIPER INCHES	469"
TOTAL CALIPER INCHES TO REMAIN PROTECTED CALIPER INCHES = 31.5" HERITAGE CALIPER INCHES = 0"	68"
TOTAL CALIPER INCHES TO BE REMOVED PROTECTED CALIPER INCHES = 58.5" MITIGATION REQUIRED (1:1) = 58.5" X 1 = 58.5" HERITAGE CALIPER INCHES = 129" MITIGATION REQUIED (3:1) = 129" X 3 = 387"	389"
TOTAL MITIGATION INCHES REQUIRED	445.5"

ARBORIST

TREE INVENTORY AND ANALYSIS PROVIDED BY: TREE MANN SOLUTIONS

CAUTION NOTICE TO CONTRACTORS

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NORTH

0' 15' 30' 60'

Scale 1" = 30'

NOTE: PRINTED DRAWING SIZE MAY HAVE CHANGED FROM ORIGINAL. VERIFY SCALE USING BAR SCALE ABOVE.

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CONTRACTOR TO VERIFY ELEVATION AND LOCATION OF ALL EXISTING UTILITIES PRIOR TO COMMENCEMENT OF ANY NEW CONSTRUCTION

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TEL: 214.343.4040 · www.thedimensiongroup.com

REGISTERED LANDSCAPE ARCHITECT
MARY C. SINGLETON
3328
STATE OF TEXAS

07/15/2026

THESE PLANS ARE INSTRUMENTS OF PROFESSIONAL SERVICE AND ARE PROTECTED BY COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS AND ARE NOT TO BE USED IN WHOLE OR PART, REPRODUCED OR USED FOR ANY PURPOSE WITHOUT THE WRITTEN CONSENT OF THE DIMENSION GROUP.

#	DATE	REVISION DESCRIPTION	BY

drawn by JK
designed by JK
approved by CS
project no. 240-495
date 2026-04-02
dwg

TREE DISPOSITION PLAN

CIRCLE K
SEC BOCA CHICA BLVD & S CENTRAL AVE
BROWNSVILLE, TEXAS 78521

SHEET
TD-1

TREE PROTECTION SPECIFICATIONS

MATERIALS

1. FABRIC: 4 FOOT HIGH ORANGE PLASTIC FENCING AS SHOWN ON THE PLANS AND SHALL BE WOVEN WITH 2 INCH MESH OPENINGS SUCH THAT IN A VERTICAL DIMENSION OF 23 INCHES ALONG THE DIAGONALS OF THE OPENINGS THERE SHALL BE AT LEAST 7 MESHES.
2. POSTS: POSTS SHALL BE A MINIMUM OF 72 INCHES LONG AND STEEL "T" SHAPED WITH A MINIMUM WEIGHT OF 1.3 POUNDS PER LINEAR FOOT.
3. TIE WIRE: WIRE FOR ATTACHING THE FABRIC TO THE T-POSTS SHALL BE NOT LESS THAN NO. 12 GAUGE GALVANIZED WIRE.
4. USED MATERIALS: PREVIOUSLY-USED MATERIALS, MEETING THE ABOVE REQUIREMENTS AND WHEN APPROVED BY THE OWNER, MAY BE USED.

CONSTRUCTION METHODS

1. ALL TREES AND SHRUBS SHOWN TO REMAIN WITHIN THE PROXIMITY OF THE CONSTRUCTION SITE SHALL BE PROTECTED PRIOR TO BEGINNING ANY DEVELOPMENT ACTIVITY.
2. EMPLOY THE SERVICES OF AN ISA (INTERNATIONAL SOCIETY OF ARBORICULTURE) CERTIFIED ARBORIST AND OBTAIN ALL REQUIRED PERMITS TO PRUNE THE EXISTING TREES FOR CLEANING, RAISING AND THINNING, AS MAY BE REQUIRED.
3. PROTECTIVE FENCING SHALL BE ERECTED OUTSIDE THE CRITICAL ROOT ZONE (CRZ, EQUAL TO 1' FROM THE TRUNK FOR EVERY 1" OF DBH) AT LOCATIONS SHOWN IN THE PLANS OR AS DIRECTED BY THE LANDSCAPE CONSULTANT AND/OR CITY ARBORIST, AND IN ACCORDANCE WITH THE DETAILS SHOWN ON THE PLANS. FENCING SHALL BE MAINTAINED AND REPAIRED BY THE CONTRACTOR DURING SITE CONSTRUCTION. TREES IN CLOSE PROXIMITY SHALL BE FENCED TOGETHER, RATHER THAN INDIVIDUALLY.
4. PROTECTIVE FENCE LOCATIONS IN CLOSE PROXIMITY TO STREET INTERSECTIONS OR DRIVES SHALL ADHERE TO THE APPLICABLE JURISDICTION'S SIGHT DISTANCE CRITERIA.
5. THE PROTECTIVE FENCING SHALL BE ERECTED BEFORE SITE WORK COMMENCES AND SHALL REMAIN IN PLACE DURING THE ENTIRE CONSTRUCTION PHASE.
6. THE INSTALLATION POSTS SHALL BE PLACED EVERY 6 FEET ON CENTER AND EMBEDDED TO 18 INCHES DEEP. MESH FABRIC SHALL BE ATTACHED TO THE INSTALLATION POSTS BY THE USE OF SUFFICIENT WIRE TIES TO SECURELY FASTEN THE FABRIC TO THE T-POSTS TO HOLD THE FABRIC IN A STABLE AND UPRIGHT POSITION.
7. WITHIN THE CRZ:
   a. DO NOT CLEAR, FILL OR GRADE IN THE CRZ OF ANY TREE.
   b. DO NOT STORE, STOCKPILE OR DUMP ANY JOB MATERIAL, SOIL OR RUBBISH UNDER THE SPREAD OF THE TREE BRANCHES.
   c. DO NOT PARK OR STORE ANY EQUIPMENT OR SUPPLIES UNDER THE TREE CANOPY.
   d. DO NOT SET UP ANY CONSTRUCTION OPERATIONS UNDER THE TREE CANOPY (SUCH AS PIPE CUTTING AND THREADING, MORTAR MIXING, PAINTING OR LUMBER CUTTING).
   e. DO NOT NAIL OR ATTACH TEMPORARY SIGNS METERS, SWITCHES, WIRES, BRACING OR ANY OTHER ITEM TO THE TREES.
   f. DO NOT PERMIT RUNOFF FROM WASTE MATERIALS INCLUDING SOLVENTS, CONCRETE WASHOUTS, ASPHALT TACK COATS (MC-30 OIL), ETC. TO ENTER THE CRZ. BARRIERS ARE TO BE PROVIDED TO PREVENT SUCH RUNOFF SUBSTANCES FROM ENTERING THE CRZ WHENEVER POSSIBLE, INCLUDING IN AN AREA WHERE RAIN OR SURFACE WATER COULD CARRY SUCH MATERIALS TO THE ROOT SYSTEM OF THE TREE.
8. ROUTE UNDERGROUND UTILITIES TO AVOID THE CRZ. IF DIGGING IS UNAVOIDABLE, BORE UNDER THE ROOTS, OR HAND DIG TO AVOID SEVERING THEM.
9. WHERE EXCAVATION IN THE VICINITY OF TREES MUST OCCUR, SUCH AS FOR IRRIGATION INSTALLATION, PROCEED WITH CAUTION, AND USING HAND TOOLS ONLY.
10. THE CONTRACTOR SHALL NOT CUT ROOTS LARGER THAN ONE INCH IN DIAMETER WHEN EXCAVATION OCCURS NEAR EXISTING TREES. ALL ROOTS LARGER THAN ONE INCH IN DIAMETER ARE TO BE CUT CLEANLY. FOR OAKS ONLY, ALL WOUNDS SHALL BE PAINTED WITH WOUND SEALER WITHIN 30 MINUTES
11. REMOVE ALL TREES, SHRUBS OR BUSHES TO BE CLEARED FROM PROTECTED ROOT ZONE AREAS BY HAND.
12. TREES DAMAGED OR KILLED DUE TO CONTRACTOR'S NEGLIGENCE DURING CONSTRUCTION SHALL BE MITIGATED AT THE CONTRACTOR'S EXPENSE AND TO THE PROJECT OWNER'S AND LOCAL JURISDICTION'S SATISFACTION.
13. ANY TREE REMOVAL SHALL BE APPROVED BY THE OWNER AND LOCAL JURISDICTION PRIOR TO ITS REMOVAL, AND THE CONTRACTOR SHALL HAVE ALL REQUIRED PERMITS FOR SUCH ACTIVITIES.
14. COVER EXPOSED ROOTS AT THE END OF EACH DAY WITH SOIL, MULCH OR WET BURLAP.
15. IN CRITICAL ROOT ZONE AREAS THAT CANNOT BE PROTECTED DUING CONSTRUCTION AND WHERE HEAVY TRAFFIC IS ANTICIPATED, COVER THE SOIL WITH EIGHT INCHES OF ORGANIC MULCH TO MINIMIZE SOIL COMPACTION. THIS EIGHT INCH DEPTH OF MULCH SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION.
16. WATER ALL TREES IMPACTED BY CONSTRUCTION ACTIVITIES, DEEPLY ONCE A WEEK DURING PERIODS OF HOT DRY WEATHER. SPRAY TREE CROWNS WITH WATER PERIODICALLY TO REDUCE DUST ACCUMULATION ON THE LEAVES.
17. WHEN INSTALLING CONCRETE ADJACENT TO THE ROOT ZONE OF A TREE, USE A PLASTIC VAPOR BARRIER BEHIND THE CONCRETE TO PROHIBIT LEACHING OF LIME INTO THE SOIL.
18. CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL TREE PROTECTION FENCING WHEN ALL THREATS TO THE EXISTING TREES FROM CONSTRUCTION-RELATED ACTIVITIES HAVE BEEN REMOVED.

TREE PROTECTION GENERAL NOTES

(A) PRIOR TO THE LAND CLEARING STAGE OF DEVELOPMENT, THE CONTRACTOR SHALL CLEARLY MARK ALL PROTECTED TREES FOR WHICH A TREE REMOVAL PERMIT HAS NOT BEEN ISSUED AND SHALL ERECT BARRIERS FOR THE PROTECTION OF THE TREES ACCORDING TO THE FOLLOWING:
   (1) AROUND AN AREA AT OR GREATER THAN A SIX-FOOT RADIUS OF ALL SPECIES OF MANGROVES AND PROTECTED CABBAGE PALMS;
   (2) AROUND AN AREA AT OR GREATER THAN THE FULL DRIPLINE OF ALL PROTECTED NATIVE PINES;
   (3) AROUND AN AREA AT OR GREATER THAN TWO-THIRDS OF THE DRIPLINE OF ALL OTHER PROTECTED SPECIES.

(B) NO PERSON SHALL ATTACH ANY SIGN, NOTICE OR OTHER OBJECT TO ANY PROTECTED TREE OR FASTEN ANY WIRES, CABLES, NAILS OR SCREWS TO ANY PROTECTED TREE IN ANY MANNER THAT COULD PROVE HARMFUL TO THE PROTECTED TREE, EXCEPT AS NECESSARY IN CONJUNCTION WITH ACTIVITIES IN THE PUBLIC INTEREST.

(C) DURING THE CONSTRUCTION STAGE OF DEVELOPMENT, THE CONTRACTOR SHALL NOT CAUSE OR PERMIT THE CLEANING OF EQUIPMENT OR MATERIAL WITHIN THE OUTSIDE PERIMETER OF THE CROWN (DRIPLINE) OR ON THE NEARBY GROUND OF ANY TREE OR GROUP OF TREES WHICH IS TO BE PRESERVED. WITHIN THE OUTSIDE PERIMETER OF THE CROWN (DRIPLINE) OF ANY TREE OR ON NEARBY GROUND, THE CONTRACTOR SHALL NOT CAUSE OR PERMIT STORAGE OF BUILDING MATERIAL AND/OR EQUIPMENT, OR DISPOSAL OF WASTE MATERIAL SUCH AS PAINTS, OIL, SOLVENTS, ASPHALT, CONCRETE, MORTAR OR ANY OTHER MATERIAL HARMFUL TO THE LIFE OF THE TREE.

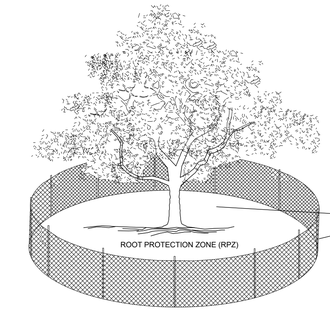
(D) NO PERSON SHALL PERMIT ANY UNNECESSARY FIRE OR BURNING WITHIN 30 FEET OF THE DRIPLINE OF A PROTECTED TREE.

(E) ANY LANDSCAPING ACTIVITIES WITHIN THE BARRIER AREA SHALL BE ACCOMPLISHED WITH HAND LABOR.

(F) PRIOR TO ISSUING A CERTIFICATE OF OCCUPANCY OR COMPLIANCE FOR ANY DEVELOPMENT, BUILDING OR STRUCTURE, ALL TREES DESIGNATED TO BE PRESERVED THAT WERE DESTROYED DURING CONSTRUCTION SHALL BE REPLACED BY THE CONTRACTOR WITH TREES OF EQUIVALENT DIAMETER AT BREAST HEIGHT TREE CALIPER AND OF THE SAME SPECIES AS SPECIFIED BY THE CITY STAFF, BEFORE OCCUPANCY OR USE, UNLESS APPROVAL FOR THEIR REMOVAL HAS BEEN GRANTED UNDER PERMIT.

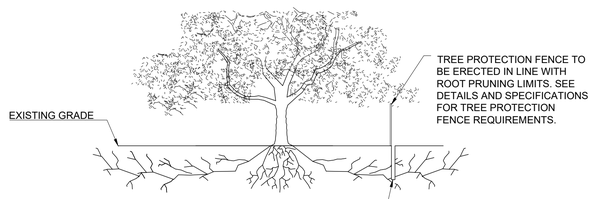
(G) THE CITY STAFF MAY CONDUCT PERIODIC INSPECTIONS OF THE SITE DURING LAND CLEARANCE AND CONSTRUCTION.

(H) IF, IN THE OPINION OF THE CITY STAFF, DEVELOPMENT ACTIVITIES WILL SO SEVERELY STRESS SLASH PINES OR ANY OTHER PROTECTED TREE SUCH THAT THEY ARE MADE SUSCEPTIBLE TO INSECT ATTACK, PREVENTATIVE SPRAYING OF THESE TREES BY THE CONTRACTOR MAY BE REQUIRED.



NOTES:
1. THE FENCING LOCATION SHOWN ABOVE IS DIAGRAMATIC ONLY AND WILL CONFORM TO THE DRIP LINE AND BE LIMITED TO PROJECT BOUNDARY. WHERE MULTIPLE ADJACENT TREES WILL BE ENCLOSED BY FENCING, THE FENCING SHALL BE CONTINUOUS AROUND ALL TREES.
2. FOR ACCEPTABLE FENCING MATERIALS SEE SPECIFICATIONS.

A TREE PROTECTION FENCE
SCALE: NOT TO SCALE

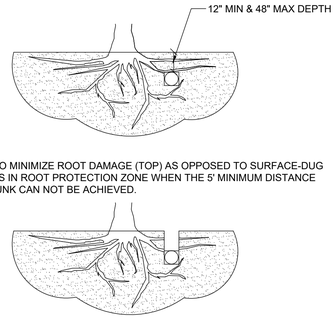


NOTES
1. RETENTION AREAS WILL BE SET AS PART OF THE REVIEW PROCESS AND PRE-CONSTRUCTION MEETING.
2. BOUNDARIES OF RETENTION AREAS MUST BE STAKED AT THE PRE-CONSTRUCTION MEETING AND FLAGGED PRIOR TO ROOT PRUNING.
3. EXACT LOCATION OF ROOT PRUNING SHALL BE DETERMINED IN THE FIELD IN COORDINATION WITH THE FORESTRY INSPECTOR .
4. TRENCH SHOULD BE IMMEDIATELY BACKFILLED WITH EXCAVATED SOIL OR OTHER ORGANIC SOIL AS SPECIFIED PER PLAN OR BY THE FORESTRY INSPECTOR.
5. ROOTS SHALL BE CLEANLY CUT USING VIBRATORY KNIFE OR OTHER ACCEPTABLE EQUIPMENT. ROT PRUNING METHODS AND MEANS MUST BE IN ACCORDANCE WITH ANSI STANDARD A3000.
6. ALL PRUNING MUST BE EXECUTED AT LOD SHOWN ON PLANS OR AS AUTHORIZED IN WRITING BY THE FORESTRY INSPECTOR.
7. SUPPLEMENTAL WATERING MAY BE REQUIRED FOR ROOT PRUNED TREES THROUGHOUT THE GROWING SEASON DURING CONSTRUCTION AND SUBSEQUENT WARRANTY AND MAINTENANCE PERIOD.

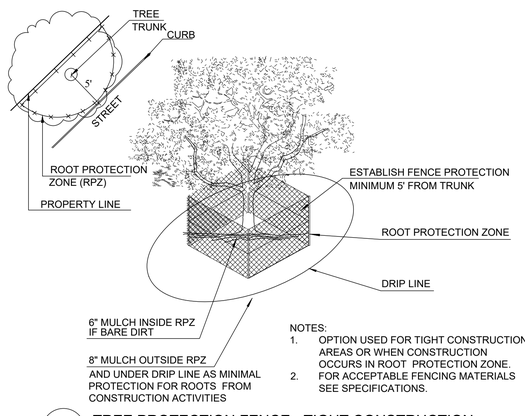
D ROOT PRUNING DETAIL
SCALE: NOT TO SCALE

TREES THAT ARE MARKED TO BE PRESERVED ON A SITE PLAN AND FOR WHICH UTILITIES MUST PASS THROUGH THEIR ROOT PROTECTION ZONES MAY REQUIRE TUNNELING AS OPPOSED TO OPEN TRENCHES. THE DECISION TO TUNNEL WILL BE DETERMINED ON A CASE BY CASE BASIS BY THE ENGINEER.

TUNNELS SHALL BE DUG THROUGH THE ROOT PROTECTION ZONE IN ORDER TO MINIMIZE ROOT DAMAGE.



C BORING THROUGH ROOT PROTECTION ZONE
SCALE: NOT TO SCALE



NOTES:
1. OPTION USED FOR TIGHT CONSTRUCTION AREAS OR WHEN CONSTRUCTION OCCURS IN ROOT PROTECTION ZONE.
2. FOR ACCEPTABLE FENCING MATERIALS SEE SPECIFICATIONS.

B TREE PROTECTION FENCE - TIGHT CONSTRUCTION
SCALE: NOT TO SCALE

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CAUTION NOTICE TO CONTRACTORS

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THE DIMENSION GROUP
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TX FIRM #F-14784 · TBPE FIRM #F-3632
10755 SANDHILL ROAD, DALLAS, TEXAS 75238
TEL: 214.343.8282 · www.thedimensiongroup.com

REGISTERED LANDSCAPE ARCHITECT
MARY C. SINGLETON
3328
STATE OF TEXAS

07/15/2026

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#	DATE	REVISION DESCRIPTION	BY

drawn by JK
designed by JK
approved by CS
project no. 240-495
date 2026-04-02
dwg

TREE DISPOSITION
SPECIFICATIONS AND DETAILS

CIRCLE K
SEC BOCA CHICA BLVD & S CENTRAL AVE
BROWNSVILLE, TEXAS 78521

SHEET
TD-2

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Alan Guard, City Manager
Date:	Tuesday, September 1, 2026
Agenda #:	Consideration and **ACTION** on **SECOND** and **FINAL READING** on **Ordinance Number 2026-1823** of the City of Brownsville, Texas, to disannex, and hereinafter reduce the City of Brownsville corporate and extraterritorial jurisdiction boundary limits, a property described as being 444.45 acre tract of land, more or less, out of Tract "A", Share 7 of the San Martin Grant, Cameron County, Texas, together with all adjacent right-of-way, as shown in Exhibit "A" to the Ordinance. (District 2) (City Manager's Office)

Summary:

Project Scope and Analysis:

Funding:

Source: Not Applicable

Amount:

Local Contribution if Applicable:

Recommendation:

Staff recommends adoption if it is found that such release and disannexation is justified under state statutes.

Commission Pillar:

Economic Development, Planning & Zoning, Infrastructure, Public Safety, Quality of Life & Vibrancy, Governance

Attachments:

1. 2026-08-19 Disannexation Ordinance with descriptions v2

ORDINANCE NUMBER 2026-1823

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, TO DISANNEX AND HEREINAFTER REDUCE THE CITY OF BROWNSVILLE BOUNDARY LIMITS AND TO RELEASE FROM THE CITY'S EXTRATERRITORIAL JURISDICTION CERTAIN TERRITORY DESCRIBED HEREIN, INCLUDING ALL PORTIONS OF RIGHTS-OF-WAY, CURRENTLY WITHIN CITY JURISDICTION AND EXTRATERRITORIAL JURISDICTION AS DESCRIBED ON EXHIBIT "A" AND EXHIBIT "B"; PROVIDING FOR AN ORDER OF DISCONTINUANCE TO BE ENTERED IN THE MINUTES OR RECORDS OF THE CITY; AMENDING THE OFFICIAL BOUNDARIES AND MAP; PROVIDING FOR FILING; MAKING FINDINGS THAT THE VALUE OF DIRECT SERVICES AND BENEFITS PROVIDED TO THE DISANNEXED AREA EXCEEDED TAXES AND FEES COLLECTED PURSUANT TO TEXAS LOCAL GOVERNMENT CODE §43.148; DETERMINING THAT NO REFUND IS DUE TO LANDOWNERS; PROVIDING SEVERABILITY, SAVINGS, AND REPEALING CLAUSES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Brownsville, Texas (the "City") is a home-rule municipality organized and existing under the Constitution and laws of the State of Texas and its City Charter; and

WHEREAS, Space Exploration Technologies Corporation ("Landowner") is the sole landowner of real property consisting of approximately 444.46 acres described on Exhibit "A" attached hereto and incorporated herein for all purposes (the "Property"), including all adjacent rights-of-way, and has requested disannexation from the City's corporate and extraterritorial jurisdiction; and

WHEREAS, Texas Local Government Code §43.145 authorizes the governing body of a municipality by ordinance to discontinue an area as a part of the municipality when the municipality has a population of 4,000 or more and is located in a county with a population of more than 205,000, and the area is composed of at least three contiguous acres that are unimproved and adjoining the municipal boundaries; and

WHEREAS, Texas Local Government Code §42.023 authorizes the governing body of a municipality to reduce its extraterritorial jurisdiction by written consent given by ordinance or resolution; and

WHEREAS, the Property, including all adjacent rights-of-way, and the referenced portions of rights-of-way described on Exhibit "B" attached hereto and incorporated as is set forth herein, qualify for release from the extraterritorial jurisdiction under the foregoing authority; and

WHEREAS, all procedural requirements of the City Charter and applicable state law for the consideration and adoption of this Ordinance have been or will be satisfied; and

DRAFT

WHEREAS, the City Commission of the City of Brownsville, Texas (the "City Commission") has investigated and determined that it would be advantageous and beneficial to Brownsville and its citizens and the Landowner to disannex the Property under the authority of Chapter 43 of the Texas Local Government Code.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS:

SECTION 1. Findings. The recitals and findings set forth in the preamble of this Ordinance are true and correct and are incorporated herein as if set forth in full, and are determined to be the legislative findings of the City Commission.

SECTION 2. Disannexation from Corporate Limits. The Property being identified in the legal descriptions attached as Exhibit A, to include all adjacent rights-of-way, and being more particularly described as follows:

> *444.46 ACRES MORE OR LESS OUT OF THE GARCIA - DOUGHTERY PROPERTY BEING OUT OF THE EAST HALF OF TRACT "A" OF SHARE 7, SAN MARTIN GRANT, CAMERON COUNTY, TEXAS, AS PER THE PARTITION DEED RECORDED IN VOLUME 141, PAGE 519, CAMERON COUNTY DEED RECORDS; AND ALL ADJACENT RIGHTS-OF-WAY.*

is hereby disannexed and discontinued as a part of the City of Brownsville. The corporate limits and boundary of the City are hereby reduced and adjusted to exclude the Property. The Property shall no longer be within the full-purpose jurisdiction of the City.

SECTION 3. Release from Extraterritorial Jurisdiction. Pursuant to Texas Local Government Code §42.023, the City Commission hereby gives its written consent, and does hereby release and exclude the Property, including the referenced portions of rights-of-way attached hereto in Exhibit "B," from the extraterritorial jurisdiction of the City of Brownsville for all purposes.

SECTION 4. Order of Discontinuance. Upon the second and final reading and adoption of this Ordinance, the City Secretary (or other appropriate official) is directed to enter in the minutes or records of the City an order discontinuing the Property as a part of the municipality, in accordance with Texas Local Government Code §43.145(b) (to the extent applicable). The Property ceases to be a part of the City on the date of the entry of such order.

SECTION 5. Relinquishment of Rights. The City of Brownsville hereby relinquishes any and all rights, jurisdiction, or control over the Property.

SECTION 6. Service Plan. The Service Plan previously adopted for the subject property is no longer in effect as to the subject property only.

SECTION 7. Official Map and Records; Filing. The official map and boundary records of the City shall be amended to reflect the disannexation and ETJ release accomplished by this

DRAFT

Ordinance. The City Secretary is authorized and directed to file a certified copy of this Ordinance (together with Exhibit "A" and Exhibit "B,") with the Cameron County Clerk, the Cameron Central Appraisal District, the Texas Department of Transportation (with respect to applicable rights-of-way), and any other governmental entity or official as may be required by law or deemed appropriate by the City Manager or City Attorney.

SECTION 8. Intent. It is not the intent of the City Commission, by the approval and adoption of this Ordinance, that the City disannex any other property other than the subject property described in Exhibit "A" and Exhibit "B".

SECTION 9. Taxes and Fees. Pursuant to Texas Local Government Code §43.148, the City Council hereby finds, determines, and declares that during the period the disannexed area was part of the municipality, the total amount of money expended by the City to provide direct services and benefits to the disannexed area exceeded the total amount of municipal property taxes and municipal fees collected by the City from the landowners within said area. The City Commission specifically identifies the following direct services and benefits provided to the disannexed area during the annexation period, the value of which constitutes a direct benefit expenditure under state law: police and fire protection and solid waste collection. Based upon the calculation and accounting of these direct benefit expenditures, the City Commission determines that the net refund amount under Texas Local Government Code §43.148 is zero dollars ($0.00). Consequently, no refund of municipal property taxes or fees is required, and no disposition of funds shall be made to the Landowner of the disannexed area.

SECTION 10. Right-of-Way Disannexation. The City Commission acknowledges that Texas Local Government Code §43.147 may require, when disannexing a road or highway, the simultaneous disannexation of an adjacent strip of area equal in size to the minimum area required to comply with the width requirements of § 43.054, unless undertaken with the mutual agreement of the county. The area being released as described in Exhibit B is found to comply with the requirements set out in Texas Local Government Code §43.147. However, if necessary, the City Manager and City Attorney are authorized to coordinate with Cameron County as needed regarding any such strip or agreement and to include any necessary additional description or exhibit if required.

SECTION 11. Severability. If any provision, section, sentence, clause, or phrase of this Ordinance, or the application of same to any person or set of circumstances, is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Ordinance shall not be affected thereby, it being the intent of the City Commission that no portion of this Ordinance, or provision hereof, shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion hereof.

SECTION 12. Savings/Repealing Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 13. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required by law, and that public notice of the time, place, and purpose of said meeting was given as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code.

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SECTION 14. Effective Date. This Ordinance shall become effective upon its second and final reading and passage, and publication as may be required by law.

INTRODUCED at a public hearing on August 21, 2026. Passed at Second and Final Reading and **ADOPTED**, **APPROVED**, **ENACTED** on _____ __, 2026.

BY: _____
John Cowen, Jr.
Mayor

ATTEST: _____
Mayra Rios
City Secretary

APPROVED AS TO FORM AND LEGALITY:

_____
Will Trevino
City Attorney

DRAFT

EXHIBIT A
PROPERTY METES AND BOUNDS DESCRIPTION

444.46 ACRES MORE OR LESS OUT OF THE GARCIA – DOUGHTERY PROPERTY BEING OUT OF THE EAST HALF OF TRACT "A" OF SHARE 7, SAN MARTIN GRANT, CAMERON COUNTY, TEXAS, AS PER THE PARTITION DEED RECORDED IN VOLUME 141, PAGE 519, CAMERON COUNTY DEED RECORDS; SAID 444.46 ACRE TRACT BEING MORE PARTICULARLY LOCATED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST BOUNDARY LINE OF THE WEST HALF OF TRACT "A" WITH THE NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 4 (100 FT. R.O.W.) BEING ON A CURVE TO THE LEFT WITH A RADIUS OF 1,095.92 FEET AND HAVING A COORDINATE VALUE OF NORTHING: 16,496,987.35', EASTING 1,353,211.05', **THENCE**, ALONG THE NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY NO 4 (100 FT. R.O.W) AND ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 685.20 FEET, **THENCE**, CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY NO. 4, NORTH 35 DEG. 18 MIN. 43 SEC. EAST, A DISTANCE OF 1,840.24 FEET TO THE **POINT OF BEGINNING** HAVING A COORDINATE VALUE OF NORTHING: 16,498,892.48', EASTING 1,354,814.88', FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE, LEAVING THE NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 4, NORTH 01 DEG. 56 MIN. 45 SEC. WEST, A DISTANCE OF 9,915.34 FEET TO A ONE HALF INCH IRON PIN WITH A YELLOW PLASTIC CAP STAMPED "M&R INC" SET, FOR A CORNER OF THIS TRACT;

THENCE, SOUTH 68 DEG. 10 MIN. 03 SEC. WEST, A DISTANCE OF 26.59 FEET TO A ONE HALF INCH IRON PIN WITH A YELLOW PLASTIC CAP STAMPED "M&R INC" SET AT THE WEST BOUNDARY LINE OF TRACT "A" SHARE 7, FOR A CORNER OF THIS TRACT;

THENCE, ALONG THE WEST BOUNDARY LINE OF SAID TRACT "A", NORTH 01 DEG. 56 MIN. 45 SEC. WEST, A DISTANCE OF 1,819.12 FEET TO A ONE HALF INCH IRON PIN WITH A YELLOW PLASTIC CAP STAMPED "M&R INC" SET, FOR A CORNER OF THIS TRACT;

THENCE, LEAVING THE WEST BOUNDARY LINE OF SAID TRACT "A", NORTH 68 DEG. 16 MIN. 53 SEC. EAST, A DISTANCE OF 998.19 FEET TO A ONE HALF INCH IRON PIN WITH A YELLOW PLASTIC CAP STAMPED "M&R INC" SET, FOR A CORNER OF THIS TRACT;

THENCE, NORTH 01 DEG. 49 MIN. 52 SEC. WEST, A DISTANCE OF 833.81 FEET TO A ONE HALF INCH IRON PIN WITH A YELLOW PLASTIC CAP STAMPED "M&R INC" SET ON THE ARMY CORPS OF ENGINEERS SOUTH 13+20 REFERENCE LINE AND THE SOUTH RIGHT-OF-WAY LINE OF THE BROWNSVILLE SHIP CHANNEL (VOLUME 243, PAGE 257, DEED RECORDS), FOR A CORNER OF THIS TRACT;

THENCE, ALONG THE SAID ARMY CORPS OF ENGINEERS SOUTH 13+20 REFERENCE LINE, NORTH 68 DEG. 16 MIN. 53 SEC. EAST, A DISTANCE OF 813.69 FEET TO A ONE HALF INCH IRON PIN WITH A YELLOW PLASTIC CAP STAMPED "M&R INC" SET AT THE INTERSECTION OF THE SAID ARMY CORPS OF ENGINEERS SOUTH 13+20 REFERENCE LINE AND THE SOUTH RIGHT-OF-WAY LINE OF THE SAID BROWNSVILLE SHIP CHANNELWITH THE EAST LINE OF SAID TRACT "A", FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE, ALONG THE EAST LINE OF SAID TRACT "A", SOUTH 02 DEG. 13 MIN. 38 SEC. EAST, A DISTANCE OF 10,891.03 FEET TO A ONE HALF INCH IRON PIN WITH A YELLOW PLASTIC CAP STAMPED "M&R INC" SET AT THE INTERSECTION OF THE EAST BOUNDARY LINE SAID TRACT "A" AND THE NORTH RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY NO. 4, FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY NO. 4, SOUTH 35 DEG. 18 MIN. 43 SEC. WEST, A DISTANCE OF 2,866.20 FEET, TO THE **POINT OF BEGINNING**;

CONTAINING, 444.46 ACRES OF LAND, MORE OR LESS.

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EXHIBIT B
RIGHT-OF-WAY METES AND BOUNDS DESCRIPTION

BEING a 123.17 acre (5,365,230 square feet) parcel of land situated in the Jose Ygnacio Trevino Survey, Abstract Number 6 and the Permanent School Land Fund Survey, Abstract Number 269, Section 318, Cameron County, Texas and being all of that certain parcel of land conveyed to Cameron County by Right-of-Way Deed recorded in Volume 266, Page 105 of the Deed Records of Cameron County, Texas (D.R.C.C.T.), all of that certain parcel of land conveyed to Cameron County by Easement recorded in Volume 263, Page 275, D.R.C.C.T., all of that certain parcel of land conveyed to Cameron County by Easement recorded in Volume 263, Page 276, D.R.C.C.T., all of that certain parcel of land conveyed to Cameron County by Easement recorded in Volume 263, Page 277, D.R.C.C.T., all of that certain parcel of land conveyed to The State of Texas by Easement recorded in Volume 263, Page 274, D.R.C.C.T., all of that certain parcel of land conveyed to Cameron County by Quitclaim Deed recorded in Volume 260, Page 357, D.R.C.C.T., all of that certain parcel of land conveyed to The State of Texas by Judgment recorded in Volume 262, Page 474, D.R.C.C.T. and being a portion of that certain parcel of land conveyed to Cameron County by Right-of-Way Deed recorded in Volume 211, Page 54, D.R.C.C.T. and further being a portion of that certain parcel of land conveyed to The State of Texas by Right-of-Way Deed recorded in Volume 263, Page 555, D.R.C.C.T., said 123.17 acre (5,365,230 square feet) parcel of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod with a yellow cap, illegible, (Controlling Monument, (C.M.)), found on the West line of that certain tract of land conveyed to JS Real Estate Partnership Ltd., as evidenced by Special Warranty Deed recorded in Document Number 2025-28037 of the Official Public Records of Cameron County, Texas (O.P.R.C.C.T.), same being the East line of that certain tract of land conveyed to Bank of America, N.A., Trustee of the Fca. E. de Yturria Testamentary Trust f/b/o Lydia Yturria Butler, Post Office Box 121, San Antonio, Texas 78291-0121, (ii) Bank of America, N.A., Trustee of the Fca. E. de Yturria Testamentary Trust f/b/o Leonora Yturria Wood, Post Office Box 121, San Antonio, Texas 78291-0121, (iii) Daniel Yturria Butler, Post Office Box 705, Raymondville, Texas 78580, (iv) Richard Earl Butler, Post Office Box 1208, Brownsville, Texas 78522, and (v) Leslie O. Levi, Post Office Box 1497, Buda, Texas 78610, as evidenced by Special Warranty Deed recorded in Volume 6030, Page 293, D.R.C.C.T., same being the East corner of that certain parcel of land conveyed to Cameron County by Right-of-Way Deed recorded in Volume 261, Page 262, D.R.C.C.T., same being the South corner of that certain parcel of land conveyed to Cameron County by Right-of-Way Deed recorded in said Volume 266, Page 105 and further being on the Existing Southeast Right-of-Way line of State Highway 4 (S.H. 4) (Variable Width Right-of-Way), as conveyed to The State of Texas by Right-of-Way Deed recorded in said Volume 263, Page 555;

THENCE, North 02 Degrees 04 Minutes 28 Seconds West, over and across said S.H.4 and along the West line of said JS Real Estate tract of land, same being the East line of said Bank of America tract of land, same being the West line of said Cameron County parcel of land recorded in Volume 266, Page 105 and further being the East line of said Cameron County parcel of land recorded in Volume 261, Page 262, for a distance of **164.72 feet**, to a calculated corner on the Existing Northwest Right-of-Way of said S.H. 4 (Volume 266, Page 105), from which a found aluminum monument bears North 02 Degrees 04 Minutes 28 Seconds West, a distance of 0.69 feet;

THENCE, along the Existing Northwest Right-of-Way line of said S.H. 4 the following thirty-seven (37) courses:

1. **THENCE, North 35 Degrees 18 Minutes 21 Seconds East**, for a distance of **8,530.06 feet,** to a point of deflection;

2. **THENCE, North 36 Degrees 23 Minutes 47 Seconds East,** for a distance of **142.81 feet**, for the beginning of a tangent curve to the right, having a **radius of 1,960.10 feet** and a **chord which bears North 37 Degrees 16 Minutes 37 Seconds East, a distance of 60.24 feet**;

3. **THENCE,** along said curve to the right, through a **central angle of 01 Degrees 45 Minutes 39 Seconds**, for an **arc length of 60.24 feet**, to the end of said curve to the right;

4. **THENCE, North 03 Degrees 04 Minutes 51 Seconds West**, for a distance of **74.66 feet**, for the beginning of a non-tangent curve to the right, having a **radius of 2,010.10 feet** and a **chord which bears North 41 Degrees 47 Minutes 26 Seconds East, a distance of 142.61 feet,** from which a found aluminum monument stamped, "U.S. DEPT. OF INTERIOR FISH & WILDLIFE SERVICE, COR. No. 33, TR 255, RPLS 1469, 1990" herein after referred to as "U.S.D.O.I.F&W.S.", bears: South 18 Degrees 32 Minutes 29 Seconds West, a distance of 7.27 feet;

5. **THENCE,** along said curve to the right, through a **central angle of 04 Degrees 03 Minutes 57 Seconds**, for an **arc length of 142.64 feet,** to an aluminum monument stamped, "U.S.D.O.I.F&W.S., COR. No. 32, TR 255, RPLS 1469, 1990", C.M., found for the end of said curve to the right;

6. **THENCE, South 46 Degrees 10 Minutes 35 Seconds East**, for a distance of **50.00 feet**, to an aluminum monument stamped, "U.S.D.O.I.F&W.S., COR. No. 31, TR 255, RPLS 1469, 1990", C.M., found for the beginning of a non-tangent curve to the right, having a **radius of 1,960.10 feet** and a **chord which bears North 54 Degrees 11 Minutes 30 Seconds East, a distance of 705.53 feet**;

7. **THENCE,** along said curve to the right, through a **central angle of 20 Degrees 44 Minutes 11 Seconds**, for an **arc length of 709.40 feet**, to an aluminum monument stamped, "U.S.D.O.I.F&W.S., COR. No. 30, TR 255, RPLS 1469, 1990", C.M., found for the end of said curve to the right;

8. **THENCE, North 64 Degrees 33 Minutes 36 Seconds East**, for a distance of **424.43 feet**, to an aluminum monument stamped, "U.S.D.O.I.F&W.S., COR. No. 29, TR 255, RPLS 1469, 1990", C.M., found for the beginning of a tangent curve to the left, having a **radius of 1,096.30 feet** and a chord which bears **North 50 Degrees 41 Minutes 47 Seconds East, a distance of 525.37 feet**;

9. **THENCE,** along said curve to the left, through a **central angle of 27 Degrees 43 Minutes 38 Seconds**, for an **arc length of 530.53 feet**, to an aluminum monument stamped, "U.S.D.O.I.F&W.S., COR. No. 28, TR 255, RPLS 1469, 1990", C.M., found for the end of said curve to the left;

10. **THENCE, North 36 Degrees 49 Minutes 58 Seconds East**, for a distance of **325.99 feet**, to an aluminum monument stamped, "U.S.D.O.I.F&W.S., COR. No. 27, TR 255, RPLS 1469, 1990", C.M., found for the beginning of a tangent curve to the right, having a **radius of 1,482.70 feet** and a **chord which bears North 50 Degrees 22 Minutes 44 Seconds East, a distance of 694.57 feet;**

11. **THENCE,** along said curve to the right, through a **central angle of 27 Degrees 05 Minutes 31 Seconds,** for an **arc length of 701.09 feet**, to an aluminum monument stamped, "U.S.D.O.I.F&W.S., COR. No. 26, TR 255, RPLS 1469, 1990", C.M., found for the end of said curve to the right;

12. **THENCE, North 63 Degrees 55 Minutes 00 Seconds East**, for a distance of **484.03 feet**, to an aluminum monument stamped, "U.S.D.O.I.F&W.S., COR. No. 25, TR 255, RPLS 1469, 1990", C.M., found for the beginning of a non-tangent curve to the left, having a **radius of 1,382.70 feet** and a **chord which bears North 55 Degrees 09 Minutes 09 Seconds East, a distance of 420.97 feet**;

13. **THENCE,** along said curve left, through a **central angle of 17 Degrees 30 Minutes 44 Seconds,** for an **arc length of 422.62 feet**, to an aluminum monument, illegible, C.M., found the for the end of said curve to the left;

14. **THENCE, North 46 Degrees 24 Minutes 16 Seconds East,** for a distance of **174.60 feet,** to an aluminum monument stamped, "U.S.D.O.I.F&W.S., COR. No. 23, TR 25, RPLS 1469, 1990", C.M., found for the beginning of a non-tangent curve to the right, having a **radius of 1,960.10 feet** and a **chord which bears North 53 Degrees 26 Minutes 20 Seconds East, a distance of 480.59 feet**;

15. **THENCE,** along said curve to the right, through a **central angle of 14 Degrees 03 Minutes 15 Seconds,** for an **arc length of 480.80 feet,** to an aluminum monument stamped, "U.S.D.O.I.F&W.S., COR. No. 22, TR 255, RPLS 1469, 1990", C.M., found for the end of said curve to the right;

16. **THENCE, North 60 Degrees 28 Minutes 28 Seconds East**, for a distance of **875.28 feet**, to the beginning of a tangent curve to the right, having **a radius of 1,960.10 feet** and a **chord which bears North 74 Degrees 18 Minutes 21 Seconds East, a distance of 937.18 feet;**

17. **THENCE,** along said curve to the right, through a **central angle of 27 Degrees 39 Minutes 45 Seconds,** for an **arc length of 946.34 feet**, to an aluminum monument, destroyed, C.M., found for the end of said curve to the right;

18. **THENCE, North 88 Degrees 08 Minutes 13 Seconds East**, for a distance of **684.96 feet**, to the beginning of a non-tangent curve to the left, having a **radius of 1,860.10 feet** and a **chord which bears North 84 Degrees 16 Minutes 16 Seconds East, for a distance 250.29 feet;**

19. **THENCE,** along said curve left, through a **central angle of 07 Degrees 42 Minutes 55 Seconds,** for an **arc length of 250.48 feet,** to an aluminum monument, destroyed, C.M. found for the end of said curve to the left;

20. **THENCE, North 80 Degrees 23 Minutes 48 Seconds East**, for a distance of **2,827.27 feet,** to an aluminum monument stamped, "U.S.D.O.I.F&W.S., COR. No. 17, TR 255, RPLS 1469, 1990", C.M., found for a point of deflection;

21. **THENCE, North 09 Degrees 36 Minutes 12 Seconds West**, for a distance of **50.00 feet**, to an aluminum monument stamped, "U.S.D.O.I.F&W.S., COR. No. 16, TR 255, RPLS 1469, 1990", C.M., found for a point of deflection;

22. **THENCE, North 80 Degrees 25 Minutes 05 Seconds East,** for a distance of **3,902.07 feet**, to an aluminum monument stamped, "U.S.D.O.I.F&W.S., COR. No. 3, TR 214A, RPLS 4303, 1988", C.M., found for a point of deflection;

23. **THENCE, South 09 Degrees 38 Minutes 58 Seconds East,** for a distance of **50.00 feet**, to an aluminum monument stamped, "U.S.D.O.I.F&W.S., COR. No. 4, TR 214A, RPLS 4303, 1988", C.M., found for a point of deflection;

24. **THENCE, North 80 Degrees 21 Minutes 02 Seconds East,** for a distance of **468.14 feet**, to an aluminum monument stamped, "U.S.D.O.I.F&W.S., COR. No. 5, TR 214A, RPLS 4303, 1988", C.M., found for the beginning of a non-tangent curve to the left, having a **radius of 1,096.30 feet** and a **chord which bears North 61 Degrees 03 Minutes 02 Seconds East, a distance of 725.68 feet;**

25. **THENCE,** along said curve to the left, through a **central angle of 38 Degrees 39 Minutes 18 Seconds,** for an **arc length of 739.63 feet**, to the end of said curve to the left, from which a found 2-inch iron pipe bears: South 35 Degrees 30 Minutes 38 Seconds West, a distance of 1.03 feet;

26. **THENCE, North 41 Degrees 43 Minutes 23 Seconds East,** for a distance of **1,429.04 feet,** to the beginning of a non-tangent curve to the right, having a **radius of 1,482.70 feet** and a **chord which bears North 49 Degrees 41 Minutes 13 Seconds East, a distance of 411.29 feet;**

27. **THENCE,** along said curve to the right, through a **central angle of 15 Degrees 56 Minutes 41 Seconds,** for an **arc length of 412.62 feet**, to an aluminum monument stamped, "U.S.D.O.I.F&W.S., COR. No. 8, TR 214A, RPLS 4303, 1988", C.M., found for the end of said curve to the right;

28. **THENCE, North 57 Degrees 39 Minutes 26 Seconds East,** for a distance of **926.45 feet,** to an aluminum monument stamped, "U.S.D.O.I.F&W.S., COR. No. 4, TR 225, RPLS 4731, 1989", C.M., found for the beginning of a tangent curve to the right, having a **radius of 1,482.70 feet and a chord which bears North 67 Degrees 38 Minutes 53 Seconds East, a distance of 514.47 feet;**

29. **THENCE,** along said curve to the right, through a **central angle of 19 Degrees 58 Minutes 55 Seconds,** for an **arc length of 517.09 feet**, to an aluminum monument, illegible, C.M., found for the end of said curve to the right;

30. **THENCE, North 77 Degrees 38 Minutes 51 Seconds East,** for a distance of **2,853.55 feet,** to a 5/8-inch Iron Rod, C.M., found for the beginning of a tangent curve to the right, having a **radius of 1,482.70 feet** and a **chord which bears North 86 Degrees 47 Minutes 19 Seconds East, a distance of 471.10 feet;**

31. **THENCE,** along said curve to the right, through a **central angle of 18 Degrees 16 Minutes 56 Seconds,** for an **arc length of 473.10 feet**, to a 5/8-inch Iron Rod, C.M., found for the end of said curve to the right;

32. **THENCE, South 84 Degrees 04 Minutes 13 Seconds East,** for a distance of **1,012.90 feet,** to a 3/4-inch Iron Rod, C.M., found for the beginning of a tangent curve to the left, having a **radius of 1,382.70 feet and a chord which bears South 87 Degrees 54 Minutes 39 Seconds East, a distance of 185.49 feet;**

33. **THENCE,** along said curve to the left, through a **central angle of 07 Degrees 41 Minutes 31 Seconds,** for an **arc length of 185.63 feet,** to a 3/4-inch Iron Rod, C.M., found for the end of said curve to the left;

34. **THENCE, North 88 Degrees 14 Minutes 36 Seconds East,** for a distance of **1,795.52 feet,** to an aluminum monument stamped, "U.S.D.O.I.F&W.S., TR 209, ROW 20", C.M., found for a point of deflection;

35. **THENCE, North 01 Degrees 45 Minutes 24 Seconds West,** for a distance of **50.00 feet**, to a point of deflection;

36. **THENCE, North 88 Degrees 14 Minutes 36 Seconds East,** for a distance of **7,628.04 feet,** to the beginning of a non-tangent curve to the left , having **a radius of 1,810.10 feet** and a **chord which bears North 82 Degrees 38 Minutes 52 Seconds East, a distance of 353.38 feet,** from which a found aluminum monument, illegible, bears: North 01 Degrees 47 Minutes 07 Seconds West, a distance of 0.35 feet**;**

37. **THENCE,** along said curve to the left, through a **central angle of 11 Degrees 12 Minutes 13 Seconds, for an arc length of 353.94 feet,** to a 3/4-inch Iron Rod, C.M., found for the end of said curve to the left;

THENCE, South 12 Degrees 57 Minutes 14 Seconds East, over and across the aforementioned S.H. 4, the aforementioned Cameron County Right-of-Way Deed recorded in Volume 211, Page 54 and the aforementioned State of Texas Right-of-Way Deed recorded in Volume 263, Page 555, for a distance of **200.00 feet**, to a 5/8-inch Iron Rod, C.M., found on the Existing Southeast Right-of-Way line of said S.H. 4, as evidenced by said Cameron County Right-of-Way Deed recorded in Volume 211, Page 54 and said State of Texas Right-of-Way Deed recorded in Volume 263, Page 555, same being the beginning of a non-tangent curve to the right, having a **radius of 2,010.10 feet and a chord which bears South 82 Degrees 38 Minutes 52 Seconds West, a distance of 392.43 feet;**

THENCE, along the Existing Southeast Right-of-Way line of said S.H. 4 the following thirty-seven (37) courses:

1. **THENCE,** along said curve to the right, through a central **angle of 11 Degrees 12 Minutes 13 Seconds, for an arc length of 393.05 feet**, to a 3/4-inch Iron Rod, C.M., found for the end of said curve to the right;

2. **THENCE, South 88 Degrees 14 Minutes 36 Seconds West,** for a distance of **7,628.02 feet**, to a 3/4-inch Iron Rod, C.M., found for a point of deflection;

3. **THENCE, North 01 Degrees 45 Minutes 24 Seconds West,** for a distance of **50.00 feet**, to a point of deflection, from which a found 5/8-inch Iron Rod bears: North 57 Degrees 41 Minutes 58 Seconds East, a distance of 0.29 feet;

4. **THENCE, South 88 Degrees 14 Minutes 36 Seconds West,** for a distance of **1,795.52 feet,** to the beginning of a tangent curve to the right, having a **radius of 1,482.70 feet** and a **chord which bears North 87 Degrees 54 Minutes 39 Seconds West, a distance of 198.90 feet;**

5. **THENCE,** along said curve to the right, through a central **angle of 07 Degrees 41 Minutes 31 Seconds**, for an **arc length of 199.05 feet**, to the end of said curve to the right;

6. **THENCE, North 84 Degrees 04 Minutes 13 Seconds West,** for a distance of **1,012.89 feet,** to a 5/8-inch Iron Rod, C.M., found for the beginning of a tangent curve to the left, having a **radius of 1,382.70 feet** and a **chord which bears South 86 Degrees 47 Minutes 19 Seconds West, a distance of 439.33 feet;**

7. **THENCE,** along said curve to the left, through a **central angle of 18 Degrees 16 Minutes 56 Seconds,** for an **arc length of 441.20 feet**, to a 5/8-inch Iron Rod, C.M., found for the end of said curve to the left;

8. **THENCE, South 77 Degrees 38 Minutes 51 Seconds West,** for a distance of **2,853.54 feet,** to an aluminum monument stamped, "U.S.D.O.I.F&W.S., COR. No.42, TR 225A, RPLS 4731, 1989", C.M., found for for the beginning of a non-tangent curve to the left, having a **radius of 1382.70 feet** and a **chord which bears South 67 Degrees 38 Minutes 53 Seconds West, a distance of 479.78 feet;**

9. **THENCE,** along said curve to the left, through a **central angle of 19 Degrees 58 Minutes 55 Seconds**, for an **arc length of 482.22 feet**, to the end of said curve to the left, from which a found aluminum monument, illegible, bears: North 73 Degrees 12 Minutes 53 Seconds West, a distance of 0.73 feet;

10. **THENCE, South 57 Degrees 39 Minutes 26 Seconds West,** for a distance of **926.45 feet**, to an aluminum monument stamped, "U.S.D.O.I.F&W.S., COR. No. 19, TR 214, RPLS 4303, 1988", C.M., found for the beginning of a tangent curve to the left, having a **radius of 1,382.70 feet** and a **chord which bears South 49 Degrees 41 Minutes 13 Seconds West, a distance of 383.55 feet;**

11. **THENCE,** along said curve to the left, through a **central angle of 15 Degrees 56 Minutes 41 Seconds,** for an **arc length of 384.79 feet**, to an aluminum monument, illegible, C.M., found for the end of said curve to the left;

12. **THENCE, South 41 Degrees 43 Minutes 23 Seconds West,** for a distance of **1,429.05 feet,** to a 2-inch Iron Pipe, C.M., found for the beginning of a tangent curve to the right, having a **radius of 1,196.30 feet** and a **chord which bears South 61 Degrees 03 Minutes 02 Seconds West, a distance of 791.87 feet;**

13. **THENCE,** along said curve to the right, through a **central angle of 38 Degrees 39 Minutes 18 Seconds,** for an **arc length of 807.09 feet**, to an aluminum monument stamped, "U.S.D.O.I.F&W.S., COR. No. 22, TR 214, RPLS 4303, 1988", C.M., found for the end of said curve to the left;

14. **THENCE, South 80 Degrees 21 Minutes 02 Seconds West,** for a distance of **468.09 feet,** to a point of deflection;

15. **THENCE, South 09 Degrees 38 Minutes 58 Seconds East,** for a distance of **50.00 feet**, to an aluminum monument stamped, "U.S.D.O.I.F&W.S., COR. No. 24, TR 214, RPLS 4303, 1988", C.M., found for a point of deflection;

16. **THENCE, South 80 Degrees 25 Minutes 05 Seconds West,** for a distance of **3,902.23 feet**, to an aluminum monument stamped, "U.S.D.O.I.F&W.S., COR. No. 19, TR 255A, RPLS 1469, 1990", C.M., found for a point of deflection;

17. **THENCE, North 09 Degrees 36 Minutes 12 Seconds West,** for a distance of **50.00 feet,** to an aluminum monument, illegible, C.M., found for a point of deflection;

18. **THENCE, South 80 Degrees 23 Minutes 48 Seconds West,** for a distance of **2,827.30 feet,** to the beginning of a non-tangent curve to the right, having a **radius of 1,960.10 feet** and a **chord which bears South 84 Degrees 16 Minutes 16 Seconds West, a distance of 263.74 feet;**

19. **THENCE,** along said curve to the right, through a **central angle of 07 Degrees 42 Minutes 55 Seconds,** for an **arc length of 263.94 feet**, to the end of said curve to the right, from which a found aluminum monument, destroyed, bears: South 01 Degrees 51 Minutes 47 Seconds East, a distance of 0.78 feet;

20. **THENCE, South 88 Degrees 08 Minutes 13 Seconds West,** for a distance of **684.97 feet,** to the beginning of a tangent curve to the left, having a **radius of 1,860.10 feet** and a **chord which bears South 74 Degrees 18 Minutes 21 Seconds West, a distance of 889.36 feet,** from which a found aluminum monument, destroyed, bears: North 01 Degrees 51 Minutes 47 Seconds West, a distance of 0.70 feet**;**

21. **THENCE,** along said curve to the left, through a **central angle of 27 Degrees 39 Minutes 45 Seconds**, for an **arc length of 898.06 feet**, to the end of said curve to the left;

22. **THENCE, South 60 Degrees 28 Minutes 28 Seconds West,** for a distance of **875.27 feet**, to an aluminum monument stamped, "U.S.D.O.I.F&W.S., COR. No. 13, TR 255A, RPLS 1469, 1990", C.M., found for the beginning of a non-tangent curve to the left, having a **radius of 1,860.10 feet** and a **chord which bears South 53 Degrees 26 Minutes 20 Seconds West, a distance of 455.12 feet;**

23. **THENCE,** along said curve to the left, through a **central angle of 14 Degrees 03 Minutes 15 Seconds,** for an **arc length of 456.27 feet**, to the end of said curve to the left, from which a found aluminum monument bears: South 43 Minutes 35 Minutes 44 Seconds West, a distance of 0.27 feet;

24. **THENCE, South 46 Degrees 24 Minutes 16 Seconds West,** for a distance of **174.57 feet,** to a found aluminum monument, illegible, C.M., found for the beginning of a non-tangent curve to the right, having **a radius of 1,482.70 feet** and a **chord which bears South 55 Degrees 09 Minutes 09 Seconds West, a distance of 451.42 feet;**

25. **THENCE,** along said curve to the right, through a **central angle of 17 Degrees 30 Minutes 44 Seconds,** for an **arc length of 453.18 feet**, to an aluminum monument stamped, "U.S.D.O.I.F&W.S., COR. No. 10, TR 255A, RPLS 1469, 1990", C.M., found for the end of said curve to the right;

26. **THENCE, South 63 Degrees 55 Minutes 00 Seconds West,** for a distance of **484.05 feet,** to an aluminum monument, illegible, C.M., found for the beginning of a non-tangent curve to the left, having a **radius of 1,382.70 feet** and a **chord which bears South 50 Degrees 22 Minutes 44 Seconds West, a distance of 647.73 feet;**

27. **THENCE,** along said curve to the left, through a **central angle of 27 Degrees 05 Minutes 31 Seconds,** for an **arc length of 653.80 feet**, to an aluminum monument stamped, "U.S.D.O.I.F&W.S., COR. No. 8, TR 255A, RPLS 1469, 1990", C.M., found for the end of said curve to the left;

28. **THENCE, South 36 Degrees 49 Minutes 58 Seconds West,** for a distance of **325.99 feet**, to an aluminum monument stamped, "U.S.D.O.I.F&W.S., COR. No. 7, TR 255A, RPLS 1469, 1990", C.M., found for the beginning of a tangent curve to the right, having a **radius of 1,196.30 feet** and a **chord which bears South 50 Degrees 41 Minutes 47 Seconds West, a distance of 573.29 feet;**

29. **THENCE,** along said curve to the right, through a **central angle of 27 Degrees 43 Minutes 38 Seconds,** for an **arc length of 578.93 feet**, to an aluminum monument, illegible, C.M., found for the end of said curve to the right;

30. **THENCE, South 64 Degrees 33 Minutes 36 Seconds West,** for **a distance of 424.43 feet,** to the beginning of a tangent curve to the left, having a **radius of 1,860.10 feet** and a **chord which bears South 54 Degrees 11 Minutes 30 Seconds West, a distance of 669.54 feet;**

31. **THENCE,** along said curve to the left, through a **central angle of 20 Degrees 44 Minutes 11 Seconds,** for an **arc length of 673.21 feet**, to the end of said curve to the left;

32. **THENCE, South 46 Degrees 10 Minutes 35 Seconds East,** for a distance of **50.00 feet,** to an aluminum monument, illegible, C.M., found for the beginning of a non-tangent curve to the left, having a **radius of 1,810.10 feet** and a **chord which bears South 40 Degrees 06 Minutes 36 Seconds West, 234.47 feet;**

33. **THENCE,** along said curve to the left, through a **central angle of 07 Degrees 25 Minutes 37 Seconds,** for an **arc length of 234.64 feet**, to the end of said curve to the left;

34. **THENCE, South 36 Degrees 23 Minutes 47 Seconds West,** for a distance of **120.76 feet**, to a 5/8-inch Iron Pipe, C.M., found;

35. **THENCE, North 03 Degrees 04 Minutes 51 Seconds West,** for a distance of **78.64 feet**, to a point of deflection;

36. **THENCE, South 36 Degrees 23 Minutes 47 Seconds West,** for a distance of **82.28 feet**, to a point of deflection;

37. **THENCE, South 35 Degrees 18 Minutes 21 Seconds West,** for a distance of **8,659.52 feet,** to the **POINT OF BEGINNING** and containing **5,365,230 Square Feet or 123.17 acres of land**.

DRAFT

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Will Trevino, City Attorney
Date:	Tuesday, September 1, 2026
Agenda #:	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)

Summary:

Project Scope and Analysis:

Funding:

Source: Not Applicable

Amount:

Local Contribution if Applicable:

Recommendation:

Commission Pillar:

Economic Development, Planning & Zoning, Infrastructure, Public Safety, Quality of Life & Vibrancy, Governance

Attachments:

None