



Mayor: Mario Garza
Mayor Pro-Tem: Leonardo “Lenny” Sanchez
Commissioners: Jesus “Jesse” Ramirez
Ernesto “Neto” Guajardo
Marco “Markie” Villegas

The City of San Juan 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 Office of the City Secretary at 956-223-2200 at least 24 hours prior to the scheduled meeting to make proper arrangements.

SAN JUAN CITY COMMISSION

Location: San Juan Memorial Library
Multipurpose Meeting Room
1010 S. Standard
San Juan, Texas 78589
Tuesday, March 23, 2021

REGULAR MEETING AGENDA
6:00 PM

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. PUBLIC COMMENTS

V. PRESENTATIONS

A. Presentation on Departmental Reports: Department of Finance, Fire Department, Police Department, Municipal Court, and Department of Utilities.

1. Department of Finance Monthly Report.

2. Municipal Court Monthly Report.

3. Monthly Report Department of Utilities.

4. Fire Department Monthly Report.

5. Police Department Monthly Report.

VI. PUBLIC HEARINGS

- A. Hold a Public Hearing for the Conditional Use Permit for the Sale of Alcoholic Beverages for On-Premise Consumption at “La Casona Bar” located at 202 W. Business 83, legally described as the West 125 feet of the East 605 feet of Park Lots, as Requested by Jose Alfredo Vasquez.

VII. ORDINANCES

- A. Consider Adoption of an Ordinance in First Reading of the Voluntary Annexation Petition of the Proposed Valley Ranch Subdivision being a 23.70-acre tract of land out of Lot 6, Block 27, Alamo Land and Sugar Company's Subdivision, as per Map Records in Volume 1, Pages 24-26, Hidalgo County Texas, located at the Northwest corner of Hall Acres and Chavez Road, as Requested by OC Development, LTD.
- B. Consider Adoption of an Ordinance in First Reading of the Voluntary Annexation Petition of the Hidalgo County Drainage Canal being a 5.68-acre tract of land out of Lots 4, 5 and 6, Block 27, Alamo Land and Sugar Company's Subdivision, as per Map Recorded in Volume 1, Pages 24 -26, Hidalgo County, Texas, located at the Northwest corner of Hall Acres and Cesar Chavez Road, as Requested by the Hidalgo County Drainage District.
- C. Consider Adoption of an Ordinance in First Reading Amending Appendix A - Unified Development Code, Chapter 3 - Subdivision Regulations, Article III Procedures and Requirements, Section 3.00 Design Standards, Subsection (i) Parks and Playgrounds, Paragraph (3) Park Dedication or Fees-In-Lieu of Requirements of the City of San Juan's Code of Ordinances for the Purpose of Establishing Certain Fees in Lieu of Parkland Dedication.; Providing for an Effective Date; Providing for Publication; Providing for Codification; Providing for a Severalty Clause; and Providing for a Repealer Clause.

VIII. DISCUSSION AND POSSIBLE ACTION ON ALL THE FOLLOWING MATTERS:

- A. Discussion and Possible Action to Approve an Inter-Local Billing Agreement Between the City of San Juan, Texas and Military Highway Water Supply Corporation and Authorize the Mayor to Execute all Related Document and Budget Amendment as Needed.
- B. Discussion and Possible Action to Approve the Renewal of the Wholesale Wastewater Treatment Inter-Local Agreement by and Between the City of San and North Alamo Water Supply Corporation and Authorize the Mayor to Execute all Related Documents and Budget Amendment as Needed.

- C. Consider Selecting a Constructability Review Firm and Authorize the City Manager to Enter Into a Contract for Constructability Review Service Per RFQ 21-02-02-22.

IX. CONTRACTUALS

- A. Consideration and Approval of an Interlocal Agreement between Hidalgo County and the City of San Juan (San Juan I Head Start Center) located at 200 North Cougar, San Juan, TX.

X. RESOLUTIONS

- A. Consider and Approval of a Resolution in Support of Legislation SB 1465 Filed by State Senator, Juan "Chuy" Hinojosa and HB 4119 Filed by State Representative, Ryan Guillen and any other Action to Relating to Operation of the Texas Small and Rural Community Success Fund Program Administered by the Texas Leverage Fund Program.

XI. CONSENT AGENDA

- A. Tax Collection Report - February 2021

XII. EXECUTIVE SESSION

- A. The San Juan City Commission will Convene in Executive Session, in Accordance with the Texas Open Meetings Act, Vernon's Texas Statutes and Codes Annotated, Government Code Chapter 551 et seq. and §551.071 Consultation with Attorney.
 - 1. Pursuant to Section 551.087 ECONOMIC DEVELOPMENT NEGOTIATIONS and 551.071 CONSULTATION WITH ATTORNEY; Deliberation Regarding the Economic Development Incentive Agreement between the City of San Juan, San Juan EDC and The Shops at San Juan, LLC.

XIII. RECONVENE

- A. The City Commission will Reconvene in Open Session to Take Necessary Action, if any, in Accordance with Chapter 551, Open Meetings, Subchapter E, Procedures Relating to Closed Meeting 551, Requirements to Vote or Take Final Action in Open Meeting.
 - 1. Discussion and Possible Action Regarding Amendment to the Economic Development and Incentive Agreement between the City of San Juan, San Juan EDC and The Shops at San Juan, LLC.

XIV. ADJOURNMENT

CERTIFICATION

I certify that the above notice of the Regular Called Meeting of the City of San Juan is true and correct; and that I posted such notice on the bulletin board. A place convenient and readily accessible to the public on the in accordance with the Texas Open Meetings Act (Tex. Gov't. Code §551-041 - §551.050).

DIANA CAVAZOS
CITY SECRETARY
CITY OF SAN JUAN, TEXAS

CERTIFICATION OF REMOVAL

I certify that the agenda of items to be considered by the City Commission was removed by the City Secretary's Office from the San Juan City Hall bulletin area on the the _____ of _____, 2020.

OFFICE OF THE CITY SECRETARY



Mayor: Mario Garza
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Marco “Markie” Villegas

MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Leroy Gonzales, Director of Finance

DATE: 3/15/2021

SUBJECT: Department of Finance Monthly Report.

Finance Department

Finance Department has the responsibility to safeguard City’s financial assets and manage its resources in according with state law, City Charter, and ordinances enacted by the City Commission.

- Process accounts payable and payroll for the City of San Juan and Economic Development Corporation.
- Provide monthly financial reports to Departments and City Commission
- Generate financial reporting according to GAAP
- Maintain an adequate level of liquidity and meet financial responsibility of City’s investments policy prioritizing objective of safety, liquidity and yield

Additional Information

- 7 STAFF MEMBERS
- Maintained 26 funds, assisted 24 departments and posted 634 journal entries, issued 1,864 disbursement checks and processed 2,991 payroll checks and direct deposits, during the months of February 2021
- January Sales Tax 22.04% Increase of \$69,544 Compared to last year.
- Audit FY 2019/2020 Started 95% Complete
- Reconciled 10 Bank Accounts
- Budget Adjustments (13)
- Budget Amendments (0)

709 S. Nebraska Ave. • San Juan, Texas 78589-2649
Phone: (956)223-2200 • Fax: (956) 787-5978

- Manage a 25.2 million budget

General Fund Budget of 13.2 million

Utility & Sanitation Fund 7.2 million

Stormwater Fund 305 thousand

Debt Service Fund 1.9 million

Other Funds 2.5 million

Utility Billing Division

The Utility Billing Division is responsible for billing and collection of water usage, sanitary sewer, residential garbage collection and responding to customers complaints.

- The City collects about 6,767 water and 9,517 sewer accounts.
- North Alamo Water Supply Corporation service 3,136 sewer accounts.
- North Alamo Water Supply Corporation service 914 garbage accounts.
- Per Audited Financial Report, in FY ending 9/30/2019, Utility Fund collected 5.2 million and Sanitation Fund 3.21 million with a combined 8.4 million.
- Received 2 Chevy Colorado Vehicles for Meter Division
- Email Billing (80)
- Service Orders
 1. Connects 39
 2. Meter information 10
 3. Disconnect 24
 4. Dead Meters Change 04
 5. Past Due Notice 1,792
 6. Cut Off Register 0
 7. Cut List 50
 - Payments are made by
 - 66 % paid in person
 - 1 % Junior's Supermarket
 - 22 % online
 - 6 % bank drafts
 - 6 % other locations
- Staff of 6 Employees



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MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Mary Enriquez, Court Administrator

DATE: 3/15/2021

SUBJECT: Municipal Court Monthly Report.

The Municipal Court is responsible for the legal enforcement of City Ordinances and laws. It deposits and prepares daily reports to the Department of Finance.

Amount Collected	\$ 16,797.80
Defensive Driving	0
Deferred	3
Pre-Trials	0
Bench Trials	0
Scofflaw	\$ 1,578.40

COLLECTIONS 2020
February - \$ 22,557.65

COLLECTIONS 2021
February - \$ 16,797.80

CITATIONS ISSUED 2020
February - 72

CITATIONS ISSUED 2021
February - 161

SCOFFLAW COLLECTIONS 2020
February - \$ 8,848.45

SCOFFLAW COLLECTIONS 2021
February - \$ 1,578.40

City Marshal - Warrants and Fines Collected - \$ 3,517.00
Break down - 3 Warrants
15 Walk-ins
25 Phone Calls

Total Warrants Issued - 0

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MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: David Salinas, Director of Utilities

DATE: 3/16/2021

SUBJECT: Monthly Report Department of Utilities.

Texas Drought Outlook

- 93% of Texas is in a drought (End of December)
- Abnormally to Severe Drought
- Stage II is still in full effect

System Outlook

- Water Connections – 6767
- Sewer Connections – 10,444 (3677 NAWSC)

Water Treatment Facility

- Combined Gallons Treated: 71.900 MG
- Combined Gallons Produced: 72.266 MG

Water Treatment Facility No. 1

- 0 MG treated
- 31.105 MG delivered
- 27.398 MG Transferred from WTF No. 2
- 16.381 MG RAW (Reservoir)
- 0 MG Backwash
- 0 MG Well

Water Treatment Facility No. 2

- 71.900 MG Treated

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- 41.161 MG Delivered
- 27.398 MG Transferred to WTF No. 1
- 47.688 MG RAW (Reservoir)
- 1.39 MG Backwash

WTP 3.5 MGD Expansions and Rehab 100%

Operated Water Plant as Efficiently as Possible

Sludge Management Continues to be Critical

Proposed Budget Pending TWDB Approval

Water Distribution System

- Leaks – 5
- Breaks – 4
- Taps – 2

Water Loss

- Reported – 45,200 gals
- Unreported – 275,750 gals

Hydrants

- Flushed – 8
- Repaired/Replaced – 0
- Stage II Water Conservation still in effect.

Valves

- Worked – 13
- Repaired/Replaced – 0

Utility Billing

- Work Orders – 2

We Continue Our Hydrant and Valve Maintenance

Two Vacancy – HEO/WM

Wastewater Treatment Facility

- Treated – 54.258 MG
- Wetland – 3.63 MG
- 360 - Cubic Yards of Sludge Hauled to Landfill
- JMJ Continues Work on Solids Dewatering Facility (Substantial Completion)

- Pending Permit Renewal

Wastewater Collections

Work orders – 79

- Sewer Main Repaired – 0
- Sewer Main Installed – 0
- Sewer Backups Reported – 23
- Sewer Backups Cleared – 8
- Odor Complaints – 2
- Locates – 27
- Manhole Repaired/replaced – 1
- New Manholes installed – 0
- Lift Station – 1
- Unauthorized Discharges - 6

Administration

Financials

- Administration – 50.94%
- Water Treatment – 52.78%
- Distribution: – 75.33%
- Sewer Collection – 69.30%
- Wastewater Treatment – 62.13%

Projects

- WTF No. 2 Pending TWDB Budget Approval
- WWTF BFP – 99% Substantially Complete
- WWTF Rehab Design – 95% Complete (CHC)
- WTF No. 1 Rehab – 100%, Re-Advertising
- LS 13 Design – 99% Complete (CHC)

Training

- Admin – 0
- Water Treatment – 0
- Distribution – 0
- Sewer Collection – 0
- Wastewater Treatment - 0

Certification

- Water Treatment - 0
- Distribution – 0
- Sewer Collection - 0
- Wastewater Treatment – 0
- Renewals - 0



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MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Tirso Garza, Fire Chief

DATE: 3/16/2021

SUBJECT: Fire Department Monthly Report.

The San Juan Fire Department had the following activity during the month of February 2021:

Emergency Calls

A total of 43 Calls for the month of February 2021. (Please see attached report.)

- A Shift = 10
- B Shift = 18
- C Shift = 15

Med-Care Response

Due to COVID19 Med-Care EMS responded along with the Fire Department for a total of 9 calls with no delays for the Month of February 2021. The Med-Care report from the EMS Company was submitted on March 1, 2021.

County Calls

The San Juan Fire Department had a total of two (2) County Calls for the month of February 2021 which are the following:

- Incident Number – 21-082 for a Grass Fire at 4011 N. Cesar Chavez
- Incident Number – 21 -094 for a Good Intent Call at 2911 N. Cesar Chavez

Volunteer Department

The San Juan Volunteer Fire Department was not able to meet for a monthly business meeting due to COVID-19.

Fire Inspections

A total of 25 inspections were conducted in the Month of February 2021, please see attached for detailed information about each conducted inspection.

Plan Reviews

The following plans were reviewed for the month of February 2021:

- Meadows on Ridge
- H&L Alaniz Builders
- H&L Alaniz Builders – 214 Rafael Drive
- Marviel Salinas
- Area Holdings Subdivision
- Carroll Estates – 131 Rafael Drive
- Carroll Estates – 309 Rafael Drive
- Hinojosa Subdivision

Fuel Utilization

Please note that the total amount of gallons mentioned in this report belong only to the logs that were submitted by the Fire Chief, Lieutenant or Firefighter in Charge for the month of February 2021 to the Administration Office.

- A total of 588.8 Gallons of Diesel
- A total of 89 Gallons of Unleaded



CITY OF SAN JUAN

**FEBRUARY-2021
9-1-1 AMBULANCE REPORT**

**Submitted To:
Chief Tirso Garza**

March 1, 2021

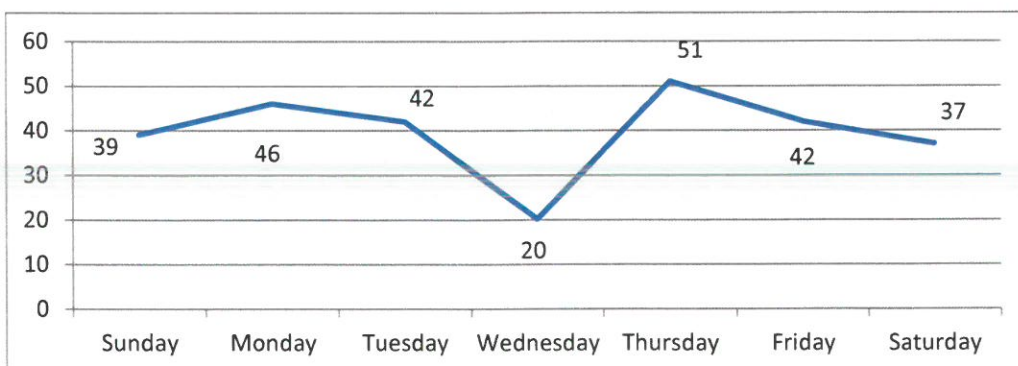
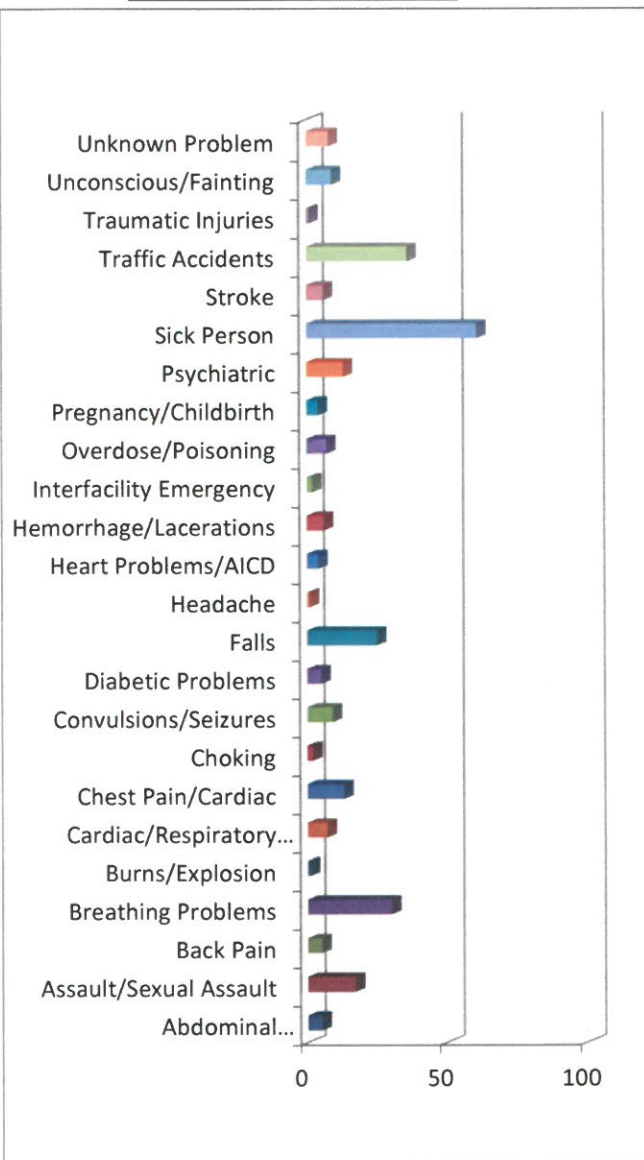
MEDCARE EMS, INC.
San Juan 9-1-1 Call Types February 2021

	San Juan
Abdominal Pain/Problems	5
Assault/Sexual Assault	17
Back Pain	5
Breathing Problems	30
Burns/Explosion	1
Cardiac/Respiratory Arrest	7
Chest Pain/Cardiac	13
Choking	2
Convulsions/Seizures	9
Diabetic Problems	5
Falls	25
Headache	1
Heart Problems/AICD	4
Hemorrhage/Lacerations	6
Interfacility Emergency	2
Overdose/Poisoning	7
Pregnancy/Childbirth	4
Psychiatric	13
Sick Person	61
Stroke	6
Traffic Accidents	36
Traumatic Injuries	1
Unconscious/Fainting	9
Unknown Problem	8
Total	277

Calls by Day of the Week	Total
Sunday	39
Monday	46
Tuesday	42
Wednesday	20
Thursday	51
Friday	42
Saturday	37
Total	277

Compliance Response

94.6%



trip_date	run_number	puaddr	pucity	mpds	disptime	atstime	tritime	atdtime
2/1/2021	5,476	1102 SOL CIR	SAN JUAN	10-D-2	12:08:58 AM	12:17:01 AM	12:28:34 AM	12:51:38 AM
2/1/2021	5,487	1ST ST & NEBRASKA AVE	SAN JUAN	29-B-5-U	1:21:02 AM	1:29:46 AM	12:00:00 AM	12:00:00 AM
2/1/2021	5,495	123 EBANO DR	SAN JUAN	06-D-2	2:40:00 AM	2:48:38 AM	3:10:55 AM	3:45:11 AM
2/1/2021	5,499	2301 N RAUL LONGORIA RD	SAN JUAN	26-B-1	4:10:35 AM	4:19:20 AM	12:00:00 AM	12:00:00 AM
2/1/2021	5,520	1311 S NEBRASKA AVE	SAN JUAN	26-A-05-C	9:10:21 AM	9:17:35 AM	9:25:16 AM	9:37:12 AM
2/1/2021	5,527	404 N OBLATE ST	SAN JUAN	04-B-3-A	9:35:04 AM	9:47:20 AM	12:00:00 AM	12:00:00 AM
2/1/2021	5,545	106 MARIA LN	SAN JUAN	26-C-01-C	11:53:42 AM	11:56:51 AM	12:11:03 PM	12:18:33 PM
2/1/2021	5,548	113 W CARDINAL ST	SAN JUAN	23-C-7-I	12:21:17 PM	12:28:10 PM	1:42:40 PM	1:42:40 PM
2/1/2021	5,586	W SAM HOUSTON BLVD & MIGUEL HIDALGO ST	SAN JUAN	29-B-5-U	4:50:28 PM	4:55:26 PM	5:09:27 PM	5:18:57 PM
2/1/2021	5,588	W SAM HOUSTON BLVD & MIGUEL HIDALGO ST	SAN JUAN	29-B-5-U	4:59:12 PM	5:05:36 PM	5:24:48 PM	5:50:21 PM
2/1/2021	5,597	1422 STATE AVE	SAN JUAN	26-C-1	5:57:08 PM	6:06:03 PM	6:20:55 PM	6:37:36 PM
2/1/2021	5,626	1106 SAN RAMON ST	SAN JUAN	06-C-1	8:48:42 PM	8:55:19 PM	12:00:00 AM	12:00:00 AM
2/1/2021	5,629	2902 S STEWART RD	SAN JUAN	17-B-04-G	9:57:25 PM	10:10:20 PM	10:42:03 PM	11:04:37 PM
2/2/2021	5,662	201 W ELDORA RD	SAN JUAN	17-D-4-G	5:27:13 AM	5:34:20 AM	6:00:18 AM	6:18:03 AM
2/2/2021	5,679	803 CHAPARRAL AVE	SAN JUAN	26-B-1	9:32:26 AM	9:38:31 AM	12:00:00 AM	12:00:00 AM
2/2/2021	5,680	501 N CESAR CHAVEZ	SAN JUAN	31-C-1	9:36:39 AM	9:42:37 AM	10:12:15 AM	10:18:15 AM
2/2/2021	5,685	2301 N RAUL LONGORIA RD	SAN JUAN	26-B-1	10:06:12 AM	10:35:37 AM	12:00:00 AM	12:00:00 AM
2/2/2021	5,705	100 E FM 495	SAN JUAN	29-B-5-U	12:05:28 PM	12:09:18 PM	12:24:05 PM	12:41:33 PM
2/2/2021	5,736	400 N IOWA AVE	SAN JUAN	26-A-05-C	2:46:20 PM	3:06:13 PM	3:06:14 PM	3:09:38 PM
2/2/2021	5,757	2301 N RAUL LONGORIA RD	SAN JUAN	26-B-1	5:01:18 PM	5:06:25 PM	12:00:00 AM	12:00:00 AM
2/2/2021	5,785	700 E NOLANA LOOP	SAN JUAN	29-B-5-U	8:05:53 PM	8:16:05 PM	8:34:14 PM	8:46:46 PM
2/2/2021	5,816	417 W BUS 83	SAN JUAN	05-A-1	2:15:53 AM	2:26:14 AM	2:38:25 AM	2:41:40 AM
2/2/2021	5,819	900 E HWY 83	SAN JUAN	26-C-2	3:24:23 AM	3:37:13 AM	12:00:00 AM	12:00:00 AM
2/2/2021	5,827	824 E SALAZAR ST	SAN JUAN	26-C-2	5:20:09 AM	5:31:03 AM	5:46:51 AM	6:00:21 AM
2/2/2021	5,835	RETAMA ST & GUADALUPE DR	SAN JUAN	32-B-3	7:44:57 AM	7:54:07 AM	12:00:00 AM	12:00:00 AM
2/2/2021	5,836	900 E HWY 83	SAN JUAN	31-D-4	7:53:41 AM	8:01:15 AM	8:24:17 AM	8:38:35 AM
2/2/2021	5,866	1412 STATE AVE	SAN JUAN	12-C-4	12:46:52 PM	12:53:08 PM	1:21:41 PM	1:35:04 PM
2/2/2021	5,910	2013 LOMA VERDE ST	SAN JUAN	23-C-7-V	5:25:45 PM	5:36:36 PM	5:48:18 PM	6:28:03 PM
2/2/2021	5,915	1301 S LINCOLN AVE	SAN JUAN	17-B-1-G	6:04:17 PM	6:13:55 PM	6:30:59 PM	6:41:39 PM
2/2/2021	5,957	606 BAILLY DR	SAN JUAN	13-C-1	11:04:06 PM	11:13:12 PM	11:35:35 PM	11:51:47 PM
2/4/2021	5,987	601 W ELDORA RD	SAN JUAN	17-A-4-G	6:28:12 AM	6:38:25 AM	12:00:00 AM	12:00:00 AM
2/4/2021	6,004	495 & CESAR CHAVEZ	SAN JUAN	29-B-5-U	9:13:45 AM	9:13:51 AM	9:13:55 AM	9:18:09 AM
2/4/2021	6,008	495 & CESAR CHAVEZ	SAN JUAN	29-B-5-U	8:45:04 AM	8:49:11 AM	9:12:52 AM	12:00:00 AM
2/4/2021	6,010	205 SAN IGNACIO AVE	SAN JUAN	04-B-3	9:11:59 AM	9:19:48 AM	9:43:48 AM	9:44:33 AM
2/4/2021	6,023	214 LIBERTY LOOP N	SAN JUAN	31-A-1	10:39:54 AM	10:47:39 AM	11:04:10 AM	11:16:36 AM
2/4/2021	6,028	601 W ELDORA RD	SAN JUAN	06-C-1	11:59:37 AM	12:05:20 PM	12:20:07 PM	12:35:32 PM
2/4/2021	6,091	237 JAIME ST	SAN JUAN	25-B-3	5:00:11 PM	5:10:56 PM	5:17:27 PM	5:17:27 PM
2/4/2021	6,116	503 CHAPARRAL AVE	SAN JUAN	11-A-1-F	6:41:51 PM	6:57:02 PM	7:07:06 PM	7:22:17 PM
2/4/2021	6,117	401 CITRUS ST	SAN JUAN	26-A-5	6:46:47 PM	6:58:57 PM	7:15:13 PM	7:30:26 PM
2/4/2021	6,136	306 S Wyoming Ave	SAN JUAN	30-D-3	8:33:33 PM	8:38:47 PM	9:03:42 PM	9:08:26 PM
2/4/2021	6,139	2609 N I RD	SAN JUAN	04-B-3-A	8:47:33 PM	8:57:37 PM	9:13:22 PM	9:24:49 PM
2/5/2021	6,182	2301 N RAUL LONGORIA RD	SAN JUAN	31-D-3	1:56:52 AM	2:01:07 AM	12:00:00 AM	12:00:00 AM
2/5/2021	6,184	200 E EXPRESSWAY 83	SAN JUAN	33-C-7-T	2:08:14 AM	2:16:17 AM	2:27:23 AM	2:35:37 AM
2/5/2021	6,194	503 SGT LEONEL TREVIÑO RD	SAN JUAN	26-C-1	3:04:04 AM	3:16:27 AM	3:43:06 AM	3:52:57 AM

trip_date	run_number	puaddr	pucity	mpds	disptime	atstime	tritime	adtime
2/5/2021	6,199	109 SANDY AVE	SAN JUAN	26-A-8	4:02:07 AM	4:12:50 AM	4:12:59 AM	4:43:11 AM
2/5/2021	6,220	112 W EXPRESSWAY 83	SAN JUAN	29-D-2-1	7:53:49 AM	8:01:09 AM	8:22:39 AM	8:22:42 AM
2/5/2021	6,222	CESAR CHAVEZ & EXPRESSWAY 83	SAN JUAN	29-B-5-U	8:19:44 AM	8:27:07 AM	8:50:24 AM	9:00:39 AM
2/5/2021	6,237	416 SAN JUANITA ST	SAN JUAN	26-B-01-C	10:14:20 AM	10:19:24 AM	10:38:08 AM	10:51:16 AM
2/5/2021	6,240	111 E 1ST ST	SAN JUAN	10-C-3	10:53:44 AM	10:59:37 AM	11:16:01 AM	11:28:09 AM
2/5/2021	6,241	300 W EXPRESSWAY 83	SAN JUAN	29-B-5-U	10:56:23 AM	11:13:23 AM	12:00:00 AM	12:00:00 AM
2/5/2021	6,242	400 W Epy 83	SAN JUAN	26-B-1	10:59:01 AM	11:09:46 AM	11:26:03 AM	11:31:42 AM
2/5/2021	6,269	EXP 83 & CESAR CHAVEZ	SAN JUAN	29-B-5-U	12:46:32 PM	12:46:35 PM	1:52:34 PM	2:00:28 PM
2/5/2021	6,293	223 E 4TH ST	SAN JUAN	06-D-2	3:15:48 PM	3:22:59 PM	4:07:44 PM	4:11:22 PM
2/5/2021	6,298	1009 EL MONTE AVE	SAN JUAN	25-B-6	3:51:12 PM	3:59:52 PM	4:16:21 PM	5:18:04 PM
2/5/2021	6,350	417 E 4TH ST	SAN JUAN	12-A-1-E	8:04:34 PM	8:11:49 PM	8:30:30 PM	8:42:35 PM
2/6/2021	6,405	424 W BUS HWY 83	SAN JUAN	06-D-2-O	1:56:19 AM	2:04:55 AM	2:30:39 AM	2:43:53 AM
2/6/2021	6,414	113 SAN MARCOS AVE	SAN JUAN	26-A-3	3:56:19 AM	4:06:20 AM	4:29:57 AM	4:44:25 AM
2/6/2021	6,435	2301 N RAUL LONGORIA RD	SAN JUAN	12-C-1	8:17:34 AM	8:20:37 AM	8:32:07 AM	8:32:07 AM
2/6/2021	6,437	506 SAN JUANITA ST	SAN JUAN	26-C-01-C	8:32:53 AM	8:35:34 AM	9:00:53 AM	9:09:02 AM
2/6/2021	6,447	1701 N RAUL LONGORIA RD	SAN JUAN	25-B-6	9:38:50 AM	9:45:31 AM	12:00:00 AM	12:00:00 AM
2/6/2021	6,457	237 JAIME ST	SAN JUAN	25-B-6	11:53:26 AM	12:00:00 AM	12:00:00 AM	12:00:00 AM
2/6/2021	6,458	503 W SAM HOUSTON BLVD	SAN JUAN	17-D-4-G	12:00:41 PM	12:06:32 PM	12:27:27 PM	12:46:47 PM
2/6/2021	6,460	216 E 1ST ST	SAN JUAN	01-A-1	12:09:11 PM	12:16:55 PM	12:40:01 PM	12:54:24 PM
2/6/2021	6,465	901 W EXPRESSWAY 83	SAN JUAN	29-B-5-U	1:10:12 PM	1:15:51 PM	2:04:23 PM	2:20:45 PM
2/6/2021	6,466	901 W EXPRESSWAY 83	SAN JUAN	29-B-5-U	1:23:15 PM	1:41:00 PM	1:47:45 PM	3:49:34 PM
2/6/2021	6,467	901 W EXPRESSWAY 83	SAN JUAN	29-B-5-U	1:28:30 PM	1:29:06 PM	1:34:29 PM	3:14:47 PM
2/6/2021	6,468	901 W EXPRESSWAY 83	SAN JUAN	29-B-5-U	1:28:30 PM	1:29:06 PM	1:34:39 PM	3:14:48 PM
2/6/2021	6,469	901 W EXPRESSWAY 83	SAN JUAN	29-B-5-U	1:28:30 PM	1:29:06 PM	1:34:44 PM	3:14:49 PM
2/6/2021	6,470	901 W EXPRESSWAY 83	SAN JUAN	29-B-5-U	1:23:15 PM	1:41:00 PM	1:47:45 PM	3:49:36 PM
2/6/2021	6,510	307 E 11TH ST	SAN JUAN	11-D-1	6:20:14 PM	6:25:47 PM	12:00:00 AM	12:00:00 AM
2/6/2021	6,511	3701 N RAUL LONGORIA RD	SAN JUAN	23-C-7-1	6:21:08 PM	6:41:44 PM	12:00:00 AM	12:00:00 AM
2/7/2021	6,569	400 N IOWA AVE	SAN JUAN	06-C-1	2:21:31 AM	2:27:54 AM	2:47:22 AM	2:57:46 AM
2/7/2021	6,580	2706 IRIS DR	SAN JUAN	26-D-1	3:56:52 AM	4:06:02 AM	4:25:54 AM	4:40:08 AM
2/7/2021	6,582	606 JAIME ST	SAN JUAN	10-D-4	4:09:51 AM	4:15:57 AM	4:34:06 AM	4:47:47 AM
2/7/2021	6,593	2301 N RAUL LONGORIA RD	SAN JUAN	26-B-1	8:56:57 AM	9:01:34 AM	9:13:16 AM	9:18:23 AM
2/7/2021	6,611	1504 LILA ST	SAN JUAN	25-B-6	11:35:49 AM	11:42:16 AM	12:00:00 AM	12:00:00 AM
2/7/2021	6,633	209 W 6TH ST	SAN JUAN	26-C-2	2:48:12 PM	2:56:04 PM	3:38:02 PM	3:38:07 PM
2/7/2021	6,653	505 BRECHA DR	SAN JUAN	32-B-2	5:18:25 PM	5:19:58 PM	12:00:00 AM	12:00:00 AM
2/7/2021	6,665	113 SAN MARCOS AVE	SAN JUAN	28-C-02-J	6:28:13 PM	6:44:03 PM	7:01:59 PM	7:15:58 PM
2/8/2021	6,712	400 E ELDORA RD	SAN JUAN	23-C-7-1	12:48:39 AM	12:00:00 AM	12:00:00 AM	12:00:00 AM
2/8/2021	6,726	211 E 11TH ST	SAN JUAN	01-A-1	2:46:41 AM	3:05:28 AM	3:28:16 AM	3:37:11 AM
2/8/2021	6,732	1510 LILA ST	SAN JUAN	23-C-7-1	3:41:16 AM	3:53:36 AM	4:04:39 AM	4:14:17 AM
2/8/2021	6,747	100 SALLY AVE	SAN JUAN	10-D-2	7:05:32 AM	7:11:38 AM	7:25:17 AM	7:41:58 AM
2/8/2021	6,756	810 MESQUITE AVE	SAN JUAN	06-D-1	8:23:37 AM	8:30:46 AM	8:50:36 AM	9:08:05 AM
2/8/2021	6,772	122 DEANNA DR	SAN JUAN	09-E-1	10:33:41 AM	10:36:58 AM	10:44:20 AM	10:44:20 AM
2/8/2021	6,815	916 E BUSINESS 83	SAN JUAN	04-B-3	3:47:02 PM	3:56:52 PM	12:00:00 AM	12:00:00 AM
2/8/2021	6,816	208 W SAN DIEGO ST	SAN JUAN	05-A-2	3:53:15 PM	3:58:57 PM	4:13:49 PM	4:26:22 PM

2/8/2021	6.818	512 S NEBRASKA AVE	SAN JUAN	10-D-2	4:08:49 PM	4:13:42 PM	4:29:28 PM	4:41:56 PM
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trip_date	run_number	puaddr	pucity	mpds	disptime	atstime	ttatime	atdtime
2/8/2021	6.819	916 E BUSINESS 83	SAN JUAN	04-B-3	4:13:30 PM	4:17:53 PM	4:22:41 PM	4:34:07 PM
2/8/2021	6.824	209 NADIA ST	SAN JUAN	06-C-1	4:36:37 PM	4:47:52 PM	5:08:59 PM	5:09:17 PM
2/8/2021	6.825	225 E RAILROAD ST	SAN JUAN	06-D-2	4:42:28 PM	5:13:52 PM	5:13:55 PM	5:28:16 PM
2/8/2021	6.842	CARROLL RD & S STEWART RD	SAN JUAN	26-B-1	5:56:52 PM	6:08:34 PM	6:08:36 PM	6:12:05 PM
2/8/2021	6.844	300 N NEBRASKA AVE	SAN JUAN	26-A-10	6:20:57 PM	6:43:53 PM	6:59:15 PM	7:15:16 PM
2/8/2021	6.847	416 SAN JUANITA ST	SAN JUAN	06-D-2	6:44:22 PM	6:54:49 PM	7:13:14 PM	7:21:32 PM
2/8/2021	6.883	100 W 3RD ST	SAN JUAN	10-D-2	10:15:58 PM	10:28:08 PM	11:01:07 PM	11:30:57 PM
2/8/2021	6.890	608 S STANDARD AVE	SAN JUAN	25-B-3-V	11:01:04 PM	11:12:11 PM	12:00:00 AM	12:00:00 AM
2/8/2021	6.896	200 E EXPRESSWAY 83	SAN JUAN	24-C-3	11:22:18 PM	11:27:48 PM	11:55:59 PM	12:07:54 AM
2/9/2021	6.933	1604 SOL ST	SAN JUAN	26-D-1	7:36:52 AM	7:47:07 AM	8:15:47 AM	10:45:09 AM
2/9/2021	6.937	400 W EXPRESSWAY 83	SAN JUAN	29-B-5-U	7:55:00 AM	8:14:19 AM	8:20:11 AM	9:23:06 AM
2/9/2021	6.943	400 W EXPRESSWAY 83	SAN JUAN	29-B-5-U	8:14:23 AM	8:21:03 AM	12:00:00 AM	12:00:00 AM
2/9/2021	6.944	400 W EXPRESSWAY 83	SAN JUAN	29-B-5-U	7:55:00 AM	8:14:19 AM	8:20:17 AM	9:23:08 AM
2/9/2021	6.970	608 S STANDARD AVE	SAN JUAN	25-B-6	11:35:54 AM	11:40:18 AM	11:57:28 AM	12:17:12 PM
2/9/2021	6.977	401 CITRUS AVE	SAN JUAN	26-D-01-C	12:09:28 PM	12:15:22 PM	12:34:02 PM	12:38:41 PM
2/9/2021	7.008	500 E MINNESOTA RD	SAN JUAN	06-D-2	4:03:14 PM	4:17:02 PM	4:32:56 PM	4:56:00 PM
2/9/2021	7.023	1600 LILA ST	SAN JUAN	28-C-04-X	6:23:07 PM	6:30:17 PM	6:46:05 PM	6:59:14 PM
2/9/2021	7.050	203 ALTA ST	SAN JUAN	17-B-1	9:03:54 PM	9:12:21 PM	12:00:00 AM	12:00:00 AM
2/9/2021	7.067	807 S STANDARD AVE	SAN JUAN	23-B-1-1	10:41:40 PM	10:46:11 PM	10:52:13 PM	10:56:58 PM
2/10/2021	7.114	406 S NEBRASKA AVE	SAN JUAN	26-B-1	8:08:56 AM	8:15:02 AM	8:40:29 AM	9:10:38 AM
2/10/2021	7.118	810 MESQUITE AVE	SAN JUAN	31-D-4	8:33:41 AM	8:42:42 AM	9:02:43 AM	9:19:42 AM
2/10/2021	7.144	300 N NEBRASKA AVE	SAN JUAN	06-C-1	11:36:15 AM	11:41:44 AM	12:07:35 PM	12:35:04 PM
2/10/2021	7.155	112 W EXPY 83	SAN JUAN	06-D-4-A	12:39:44 PM	12:43:48 PM	12:57:27 PM	1:10:16 PM
2/10/2021	7.164	700 W US HIGHWAY 83	SAN JUAN	32-B-3	1:59:34 PM	2:10:59 PM	2:28:46 PM	2:38:44 PM
2/10/2021	7.207	402 E SALAZAR ST	SAN JUAN	06-D-2-A	5:09:12 PM	5:13:43 PM	5:53:32 PM	6:01:13 PM
2/10/2021	7.216	RAUL LONGORIA & EXPRESSWAY 83	SAN JUAN	29-B-5-U	5:56:59 PM	5:57:37 PM	6:21:54 PM	6:29:17 PM
2/10/2021	7.230	1110 MESQUITE DR	SAN JUAN	26-D-1	7:16:14 PM	7:23:18 PM	7:45:17 PM	8:00:51 PM
2/11/2021	7.296	3501 GRANDORA ST	SAN JUAN	06-C-1	5:00:43 AM	5:10:37 AM	5:29:03 AM	5:44:16 AM
2/11/2021	7.300	2204 JUSTIN AVE	SAN JUAN	19-D-2	6:53:35 AM	7:05:50 AM	7:22:04 AM	7:37:35 AM
2/11/2021	7.311	6111 SAN JOSE ST	SAN JUAN	09-E-1	8:35:33 AM	8:40:15 AM	9:07:39 AM	9:07:39 AM
2/11/2021	7.315	203 W HAZEL ST	SAN JUAN	01-A-1	8:40:50 AM	8:49:05 AM	9:08:22 AM	9:18:56 AM
2/11/2021	7.348	1201 E EXPRESSWAY 83	SAN JUAN	04-B-3-A	11:51:00 AM	11:56:23 AM	12:00:00 AM	12:00:00 AM
2/11/2021	7.364	403 GUAYAVITOS LN	SAN JUAN	12-D-2	1:05:34 PM	1:09:49 PM	1:24:55 PM	1:31:39 PM
2/11/2021	7.426	520 W CHAPARRAL	SAN JUAN	13-C-3	7:43:20 PM	7:50:28 PM	8:06:25 PM	8:22:05 PM
2/11/2021	7.453	424 E 12TH ST	SAN JUAN	12-B-1	9:57:39 PM	10:06:14 PM	10:31:14 PM	10:31:16 PM
2/11/2021	7.454	400 N IOWA AVE	SAN JUAN	32-B-2	10:05:35 PM	10:11:14 PM	12:00:00 AM	12:00:00 AM
2/11/2021	7.462	2024 CANCUN DR	SAN JUAN	06-C-1	10:33:07 PM	10:53:06 PM	12:00:00 AM	12:00:00 AM
2/12/2021	7.478	500 RIO COLORADO ST	SAN JUAN	17-D-4-G	12:38:45 AM	12:50:11 AM	12:00:00 AM	12:00:00 AM
2/12/2021	7.484	1206 MONICA LN	SAN JUAN	10-C-1	2:13:32 AM	2:23:49 AM	2:50:20 AM	3:00:23 AM
2/12/2021	7.494	4207 N RAIL LONGORIA RD	SAN JUAN	12-D-2	6:10:43 AM	6:15:11 AM	6:31:00 AM	6:44:57 AM
2/12/2021	7.512	1201 SAN FRANCISCO ST	SAN JUAN	25-B-6	9:41:14 AM	9:45:28 AM	12:00:00 AM	12:00:00 AM
2/12/2021	7.526	111 E 1ST ST	SAN JUAN	13-C-3	12:02:40 PM	12:07:19 PM	12:24:31 PM	12:38:06 PM

2/12/2021	7,538	801 W 1ST ST	SAN JUAN	09-E-1	1:16:18 PM	1:19:05 PM	1:26:59 PM	1:37:19 PM
2/12/2021	7,551	200 W 4TH ST	SAN JUAN	26-B-1	2:42:02 PM	2:47:02 PM	12:00:00 AM	12:00:00 AM

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trip_date	run_number	puaddr	pucity	mpds	disptime	atstime	tritime	atdtime
2/12/2021	7,560	416 SAN MARCOS ST	SAN JUAN	26-C-1	3:48:02 PM	3:48:13 PM	4:41:07 PM	4:58:36 PM
2/12/2021	7,572	400 W EXPRESSWAY 83	SAN JUAN	29-B-5-U	4:31:38 PM	4:41:50 PM	5:10:50 PM	5:25:56 PM
2/12/2021	7,573	400 W EXPRESSWAY 83	SAN JUAN	29-B-05	4:44:06 PM	5:04:28 PM	12:00:00 AM	12:00:00 AM
2/12/2021	7,575	400 W EXPRESSWAY 83	SAN JUAN	29-B-5-U	4:31:38 PM	4:41:50 PM	5:10:50 PM	5:25:58 PM
2/12/2021	7,566	424 W BUSINESS 83	SAN JUAN	06-D-2-O	4:31:03 AM	4:39:35 AM	4:59:54 AM	5:13:05 AM
2/12/2021	7,687	2301 N RAUL LONGORIA RD	SAN JUAN	26-B-1	10:57:59 AM	11:03:30 AM	12:00:00 AM	12:00:00 AM
2/12/2021	7,718	2301 N RAUL LONGORIA RD	SAN JUAN	26-B-1	3:36:44 PM	3:42:22 PM	12:00:00 AM	12:00:00 AM
2/12/2021	7,767	700 E DICKER RD	SAN JUAN	29-D-2-P-U	9:18:39 PM	9:27:52 PM	12:00:00 AM	12:00:00 AM
2/12/2021	7,768	700 E DICKER RD	SAN JUAN	29-D-2-P-U	9:18:39 PM	9:27:52 PM	12:00:00 AM	12:00:00 AM
2/12/2021	7,769	700 E DICKER RD	SAN JUAN	29-D-2-P-U	9:18:39 PM	9:27:52 PM	12:00:00 AM	12:00:00 AM
2/12/2021	7,836	406 N NEBRASKA	SAN JUAN	25-B-3-V	11:57:31 AM	12:09:40 PM	12:13:55 PM	12:30:12 PM
2/12/2021	7,838	207 W 9TH ST	SAN JUAN	17-B-04-G	12:07:57 PM	12:13:48 PM	12:51:06 PM	1:05:03 PM
2/12/2021	7,841	2301 N RAUL LONGORIA RD	SAN JUAN	26-B-1	12:25:27 PM	12:33:29 PM	12:00:00 AM	12:00:00 AM
2/12/2021	7,898	520 W CHAPARRAL	SAN JUAN	26-D-1	8:33:08 PM	8:47:37 PM	9:03:35 PM	9:19:52 PM
2/12/2021	7,924	1201 MORNINGSET RD	SAN JUAN	06-D-2	12:39:43 AM	12:47:25 AM	1:08:14 AM	1:51:23 AM
2/12/2021	7,961	1107 W SAN JUAN CIR	SAN JUAN	17-A-2-G	8:16:20 AM	8:26:45 AM	8:56:12 AM	9:16:22 AM
2/12/2021	7,982	E MILITARY HIGHWAY & S STEWART RD	SAN JUAN	29-B-05	10:37:47 AM	10:55:30 AM	12:00:00 AM	12:00:00 AM
2/12/2021	7,983	704 COLL DR	SAN JUAN	17-A-4-G	10:52:17 AM	11:04:16 AM	12:00:00 AM	12:00:00 AM
2/12/2021	7,992	119 E RAILROAD ST	SAN JUAN	06-D-2	11:32:18 AM	11:41:51 AM	12:00:00 AM	12:05:58 PM
2/12/2021	8,001	111 E 1ST ST	SAN JUAN	26-A-5	12:15:17 PM	12:23:16 PM	12:23:20 PM	1:18:46 PM
2/12/2021	8,002	307 SANDY AVE	SAN JUAN	06-E-1-E	12:25:33 PM	12:51:11 PM	12:51:13 PM	12:59:03 PM
2/12/2021	8,033	135 JAME ST	SAN JUAN	17-A-4-G	4:34:25 PM	4:40:48 PM	12:00:00 AM	12:00:00 AM
2/12/2021	8,034	706 SAN JUANITA ST	SAN JUAN	32-B-2	4:44:57 PM	4:55:09 PM	12:00:00 AM	12:00:00 AM
2/12/2021	8,105	605 E 6TH ST	SAN JUAN	17-A-2	12:40:01 AM	12:48:16 AM	1:23:19 AM	1:39:29 AM
2/12/2021	8,109	1610 PULLIN AVE	SAN JUAN	12-C-1	12:52:38 AM	12:59:50 AM	1:27:47 AM	1:51:19 AM
2/12/2021	8,120	400 N IOWA AVE	SAN JUAN	32-B-2	4:44:08 AM	4:57:33 AM	12:00:00 AM	12:00:00 AM
2/12/2021	8,137	208 EBANO DR	SAN JUAN	10-D-2	7:47:18 AM	7:52:05 AM	8:06:59 AM	8:17:11 AM
2/12/2021	8,151	306 S WYOMING AVE	SAN JUAN	26-O-24	8:50:11 AM	9:03:59 AM	9:05:27 AM	9:05:41 AM
2/12/2021	8,170	204 SAN JUANITA RUTLEDGE ST	SAN JUAN	26-B-1	10:35:46 AM	12:00:00 AM	12:00:00 AM	12:00:00 AM
2/12/2021	8,193	219 W CARDINAL ST	SAN JUAN	28-C-12	12:16:45 PM	12:00:00 AM	12:00:00 AM	12:00:00 AM
2/12/2021	8,211	300 N NEBRASKA AVE	SAN JUAN	21-B-1-M	2:16:53 PM	2:29:58 PM	2:30:02 PM	2:39:09 PM
2/12/2021	8,242	RAUL LONGORIA & 495	SAN JUAN	29-B-5-U	5:01:06 PM	5:06:29 PM	12:00:00 AM	12:00:00 AM
2/12/2021	8,250	611 TAYLOR ST	SAN JUAN	09-E-1	5:26:51 PM	5:35:55 PM	5:56:21 PM	5:56:21 PM
2/12/2021	8,290	1200 SOL CIR	SAN JUAN	26-A-2	8:40:10 PM	8:47:41 PM	9:02:36 PM	9:15:29 PM
2/12/2021	8,317	1809 ROBERT DR	SAN JUAN	21-D-2-M	11:02:44 PM	11:06:58 PM	12:00:00 AM	12:00:00 AM
2/12/2021	8,323	2301 N RAUL LONGORIA RD	SAN JUAN	26-B-1	11:28:25 PM	11:42:37 PM	11:55:18 PM	12:00:59 AM
2/12/2021	8,360	1210 EL PRESIDENTE DR	SAN JUAN	06-C-1	8:25:19 AM	8:37:43 AM	8:55:37 AM	9:07:56 AM
2/12/2021	8,378	1613 DOUGLAS ST	SAN JUAN	26-C-02-C	9:25:44 AM	9:31:30 AM	9:48:08 AM	10:03:06 AM
2/12/2021	8,387	424 W BUSINESS 83	SAN JUAN	19-D-2	10:44:14 AM	10:51:00 AM	12:00:00 AM	12:00:00 AM
2/12/2021	8,393	1107 MONICA LN	SAN JUAN	26-C-01-C	11:15:10 AM	11:23:23 AM	11:41:02 AM	11:59:00 AM
2/12/2021	8,395	1612 CHULA VISTA DR	SAN JUAN	05-A-1	11:22:53 AM	11:28:59 AM	11:53:53 AM	12:06:33 PM

2/17/2021	8,412	314 E SAN DIEGO ST	SAN JUAN	26-C-01-C	12:55:33 PM	12:58:42 PM	1:15:25 PM	1:24:07 PM
2/17/2021	8,488	4901 HIBISCUS DR	SAN JUAN	28-C-1-F	7:53:39 PM	7:59:09 PM	8:19:51 PM	8:29:46 PM
2/17/2021	8,501	122 MESQUITE DR	SAN JUAN	17-B-04-G	9:06:19 PM	9:16:17 PM	12:00:00 AM	12:00:00 AM

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trip_date	run_number	puaddr	pucity	mpds	disptime	atstime	tratime	atdtime
2/17/2021	8,518	2301 N RAUL LONGORIA RD	SAN JUAN	04-B-3-A	11:24:08 PM	11:29:09 PM	12:00:00 AM	12:00:00 AM
2/18/2021	8,531	1224 COIL DR	SAN JUAN	17-D-4	12:47:27 AM	1:01:27 AM	1:32:51 AM	1:45:59 AM
2/18/2021	8,565	225 E RAILROAD ST	SAN JUAN	06-D-2	9:33:54 AM	9:39:02 AM	9:57:57 AM	10:09:16 AM
2/18/2021	8,570	1105 SAN RAMON ST	SAN JUAN	32-B-2	9:55:35 AM	12:00:00 AM	12:00:00 AM	12:00:00 AM
2/18/2021	8,586	706 ALAMEDA ST	SAN JUAN	06-D-1	11:31:50 AM	11:59:52 AM	11:59:55 AM	12:09:34 PM
2/18/2021	8,590	300 N NEBRASKA AVE	SAN JUAN	26-A-9	11:49:35 AM	11:55:20 AM	12:08:09 PM	12:09:39 PM
2/18/2021	8,603	901 E EXPRESSWAY 83	SAN JUAN	12-D-2	1:12:39 PM	1:16:12 PM	1:32:30 PM	1:49:01 PM
2/18/2021	8,608	604 W HALL ACRES	SAN JUAN	04-B-3-A	1:28:51 PM	1:35:33 PM	12:00:00 AM	12:00:00 AM
2/18/2021	8,612	2301 N RAUL LONGORIA RD	SAN JUAN	26-B-1	2:15:20 PM	2:33:15 PM	3:24:46 PM	3:24:46 PM
2/18/2021	8,636	211 W HAZEL ST	SAN JUAN	17-B-2-G	4:21:37 PM	4:24:36 PM	4:40:48 PM	5:11:37 PM
2/18/2021	8,654	424 W BUSINESS 83	SAN JUAN	06-C-1	5:57:02 PM	6:09:05 PM	12:00:00 AM	12:00:00 AM
2/18/2021	8,672	401 CITRUS AVE	SAN JUAN	06-D-2	8:39:18 PM	8:46:46 PM	9:11:12 PM	9:24:31 PM
2/18/2021	8,684	110 DOMINIQUE LN	SAN JUAN	21-B-2-T	10:02:24 PM	10:10:50 PM	12:00:00 AM	12:00:00 AM
2/19/2021	8,711	1107 W SAN JUAN CIR	SAN JUAN	17-A-4-G	1:52:52 AM	2:04:52 AM	12:00:00 AM	12:00:00 AM
2/19/2021	8,727	1210 MORNINGSET RD	SAN JUAN	26-C-1	7:36:59 AM	7:43:49 AM	8:21:49 AM	8:37:57 AM
2/19/2021	8,736	609 SUN CHASE ST	SAN JUAN	25-B-6	9:03:17 AM	9:10:40 AM	9:18:07 AM	9:35:40 AM
2/19/2021	8,739	300 N NEBRASKA AVE	SAN JUAN	26-D-1	9:19:05 AM	9:31:37 AM	9:39:29 AM	9:47:26 AM
2/19/2021	8,753	710 SUNDANCE LN	SAN JUAN	17-B-1	10:36:30 AM	10:45:24 AM	10:59:25 AM	11:05:49 AM
2/19/2021	8,754	2301 N RAUL LONGORIA RD	SAN JUAN	26-B-1	10:57:01 AM	11:00:01 AM	11:19:57 AM	11:41:52 AM
2/19/2021	8,879	306 S WYOMING AVE	SAN JUAN	26-A-10	9:53:44 PM	10:03:14 PM	10:07:02 PM	10:11:22 PM
2/19/2021	8,882	300 N NEBRASKA AVE	SAN JUAN	21-C-1-M	10:06:53 PM	10:15:30 PM	10:31:13 PM	10:58:14 PM
2/20/2021	8,901	2301 N RAUL LONGORIA RD	SAN JUAN	26-B-1	1:07:08 AM	1:17:45 AM	1:29:54 AM	1:36:15 AM
2/20/2021	8,914	810 MESQUITE AVE	SAN JUAN	09-E-1	2:37:14 AM	2:42:54 AM	3:11:17 AM	3:11:17 AM
2/20/2021	8,934	810 MESQUITE AVE	SAN JUAN	26-B-1	6:53:30 AM	7:00:43 AM	10:59:19 AM	11:04:02 AM
2/20/2021	8,950	115 GONZALEZ DR	SAN JUAN	31-D-4	10:23:55 AM	10:30:22 AM	10:59:19 AM	11:04:02 AM
2/20/2021	8,956	604 MESQUITE AVE	SAN JUAN	06-D-2	10:59:38 AM	11:02:32 AM	11:14:37 AM	11:35:12 AM
2/20/2021	8,977	109 EBANO DR	SAN JUAN	28-C-1-L	1:58:55 PM	2:03:39 PM	2:28:04 PM	2:39:02 PM
2/20/2021	8,995	407 ORANGE DR	SAN JUAN	31-A-1	4:35:57 PM	4:47:36 PM	5:13:43 PM	6:37:55 PM
2/20/2021	9,000	108 N STANDARD AVE	SAN JUAN	24-C-3	4:56:28 PM	5:06:45 PM	5:24:50 PM	6:32:56 PM
2/21/2021	9,104	107 N STANDARD AVE	SAN JUAN	10-D-2	9:14:56 AM	9:27:20 AM	9:39:00 AM	9:50:20 AM
2/21/2021	9,141	NEBRASKA & EXPRESSWAY	SAN JUAN	09-E-1	1:48:42 PM	1:54:52 PM	2:32:18 PM	2:39:38 PM
2/21/2021	9,182	129 N DEANNA DR	SAN JUAN	10-C-1	5:43:38 PM	5:51:45 PM	6:06:34 PM	6:22:56 PM
2/21/2021	9,186	114 MARIA LN	SAN JUAN	17-B-1	6:07:30 PM	6:13:22 PM	6:26:26 PM	6:35:24 PM
2/21/2021	9,212	606 BALLY DR	SAN JUAN	26-C-2	9:06:51 PM	9:15:07 PM	9:38:10 PM	9:54:28 PM
2/21/2021	9,217	208 W AMY DR	SAN JUAN	26-A-8	9:34:56 PM	9:44:20 PM	10:06:07 PM	10:18:39 PM
2/21/2021	9,226	705 MIGUEL HIDALGO ST	SAN JUAN	26-A-2	10:35:15 PM	10:41:56 PM	11:10:41 PM	11:19:45 PM
2/22/2021	9,252	306 S WYOMING AVE	SAN JUAN	10-C-1	2:29:13 AM	2:42:06 AM	2:57:33 AM	3:08:51 AM
2/22/2021	9,278	109 S RIDGE LN	SAN JUAN	26-O-6	8:34:13 AM	8:39:43 AM	9:05:04 AM	9:12:52 AM
2/22/2021	9,298	211 E GARFIELD ST	SAN JUAN	21-D-4-M	11:27:01 AM	11:30:14 AM	11:52:14 AM	12:22:09 PM
2/22/2021	9,375	407 HUSACHE ST	SAN JUAN	26-A-04-C	6:43:22 PM	7:06:12 PM	7:19:55 PM	7:59:28 PM

2/22/2021	9.377	101 FREESTONE BLVD	SAN JUAN	17-D-4-G	7:04:31 PM	7:12:54 PM	7:52:48 PM	8:29:13 PM
2/22/2021	9.382	300 N NEBRASKA AVE	SAN JUAN	13-C-1	7:54:04 PM	8:10:04 PM	8:20:42 PM	8:30:25 PM
2/22/2021	9.404	134 SANDRA ST	SAN JUAN	25-B-6	9:54:28 PM	10:00:40 PM	10:13:46 PM	10:18:13 PM
2/23/2021	9.470	1603 S KANSAS ST	SAN JUAN	26-B-01-C	10:25:38 AM	10:33:36 AM	12:00:00 AM	12:00:00 AM

5

trip_date	run_number	puaddr	pucity	mpds	disptime	atstime	trate	atdtime
2/23/2021	9.485	901 W EXPRESSWAY 83	SAN JUAN	26-A-08-C	11:41:14 AM	11:43:08 AM	11:57:47 AM	12:09:39 PM
2/23/2021	9.491	CHAPARRAL ST & IOWA AVE	SAN JUAN	04-B-3-A	12:18:42 PM	12:23:38 PM	12:00:00 AM	12:00:00 AM
2/23/2021	9.506	810 BUFFALO ST	SAN JUAN	26-D-01-C	2:27:34 PM	2:46:59 PM	12:00:00 AM	12:00:00 AM
2/23/2021	9.515	1211 N RAUL LONGORIA RD	SAN JUAN	24-D-5	3:38:49 PM	3:44:28 PM	4:03:24 PM	4:38:07 PM
2/23/2021	9.538	300 N NEBRASKA AVE	SAN JUAN	26-D-1	5:52:21 PM	5:57:39 PM	6:16:44 PM	6:27:59 PM
2/23/2021	9.539	VALENCIA BLVD & S SAN ANTONIO AVE	SAN JUAN	23-C-7-1	5:54:05 PM	6:03:28 PM	12:00:00 AM	12:00:00 AM
2/23/2021	9.552	209 W 6TH ST	SAN JUAN	17-B-1	7:13:17 PM	7:19:42 PM	7:34:50 PM	7:50:13 PM
2/23/2021	9.557	2013 LOMA VERDE ST	SAN JUAN	12-C-4	7:49:39 PM	7:53:24 PM	8:22:22 PM	8:43:22 PM
2/23/2021	9.566	1403 ANTHONY	SAN JUAN	25-B-6	8:47:18 PM	8:51:54 PM	9:06:25 PM	9:23:44 PM
2/23/2021	9.571	1404 W BUSINESS 83	SAN JUAN	10-D-1	9:29:10 PM	9:44:08 PM	10:07:08 PM	10:16:54 PM
2/23/2021	9.587	300 N NEBRASKA AVE	SAN JUAN	06-D-2	11:04:08 PM	11:07:55 PM	11:40:08 PM	11:48:35 PM
2/24/2021	9.674	506 CITRUS AVE	SAN JUAN	18-A-1	2:02:22 PM	2:08:21 PM	2:37:07 PM	2:52:00 PM
2/24/2021	9.686	814 GONZALEZ DR	SAN JUAN	24-C-3	2:53:54 PM	3:05:37 PM	3:17:26 PM	3:31:33 PM
2/25/2021	9.801	S CESAR CHAVEZ & E SAN HOUSTON	SAN JUAN	32-B-3	6:56:15 AM	7:05:34 AM	12:00:00 AM	12:00:00 AM
2/25/2021	9.817	400 N IOWA AVE	SAN JUAN	13-C-1	9:30:48 AM	9:37:12 AM	10:00:14 AM	10:12:35 AM
2/25/2021	9.830	100 SALLY AVE	SAN JUAN	06-D-2-O	10:34:03 AM	10:39:50 AM	11:15:05 AM	11:29:15 AM
2/25/2021	9.848	E MILITARY HIGHWAY & S STEWART RD	SAN JUAN	29-B-5-U	12:13:50 PM	12:27:02 PM	12:00:00 AM	12:00:00 AM
2/25/2021	9.873	801 W 1ST ST	SAN JUAN	19-C-4	3:10:23 PM	3:29:23 PM	3:31:35 PM	3:40:57 PM
2/25/2021	9.880	1223 E TEXAS	SAN JUAN	09-E-1	3:43:39 PM	3:53:54 PM	4:22:43 PM	4:22:43 PM
2/25/2021	9.894	826 E LOS EBANOS ST	SAN JUAN	19-D-2	4:34:25 PM	5:03:30 PM	5:03:33 PM	5:29:28 PM
2/25/2021	9.897	407 HUISACHE ST	SAN JUAN	06-D-2	4:41:53 PM	4:50:06 PM	5:38:18 PM	5:50:25 PM
2/25/2021	9.931	400 N IOWA AVE	SAN JUAN	01-C-5	8:49:37 PM	8:58:05 PM	9:23:53 PM	9:39:30 PM
2/26/2021	9.974	400 VIRGEN DE SAN JUAN BLVD	SAN JUAN	04-B-3-A	1:23:19 AM	1:26:03 AM	12:00:00 AM	12:00:00 AM
2/26/2021	9.981	112 W EXPRESSWAY 83	SAN JUAN	26-C-2	3:22:18 AM	3:28:21 AM	3:32:30 AM	4:15:54 AM
2/26/2021	9.998	304 SYLVIA CIR	SAN JUAN	17-B-1-G	6:44:01 AM	6:49:45 AM	12:00:00 AM	12:00:00 AM
2/26/2021	10.001	805 W RIDGE RD	SAN JUAN	29-B-5-U	7:39:33 AM	7:44:49 AM	12:00:00 AM	12:00:00 AM
2/26/2021	10.003	618 S KANSAS AVE	SAN JUAN	26-C-1	7:58:38 AM	8:04:03 AM	8:19:01 AM	8:30:36 AM
2/26/2021	10.005	708 W EBONY	SAN JUAN	04-B-3	8:08:12 AM	8:15:06 AM	12:00:00 AM	12:00:00 AM
2/26/2021	10.014	700 W BUSINESS 83	SAN JUAN	04-B-3-A	9:15:59 AM	9:21:10 AM	9:42:51 AM	9:49:02 AM
2/26/2021	10.072	206 E 14TH ST	SAN JUAN	31-C-3	3:33:28 PM	3:49:45 PM	3:58:53 PM	3:58:53 PM
2/26/2021	10.105	225 E RAILROAD ST	SAN JUAN	17-B-04	6:19:40 PM	6:29:40 PM	6:37:08 PM	6:41:03 PM
2/26/2021	10.111	511 W HUISACHE ST	SAN JUAN	26-A-04-C	6:45:51 PM	7:25:03 PM	12:00:00 AM	12:00:00 AM
2/26/2021	10.155	321 W BUSINESS 83	SAN JUAN	17-D-4	11:57:53 PM	12:04:29 AM	12:15:31 AM	12:29:13 AM
2/27/2021	10.177	130 E 4TH ST	SAN JUAN	01-A-1	5:00:15 AM	5:08:54 AM	5:16:01 AM	5:27:52 AM
2/27/2021	10.180	1606 COCONUT PALM AVE	SAN JUAN	05-A-1	6:27:57 AM	6:36:00 AM	6:44:13 AM	6:50:37 AM
2/27/2021	10.219	S STEWART RD & E FRONTAGE RD E	SAN JUAN	29-B-5-U	1:57:15 PM	2:00:38 PM	2:22:05 PM	2:33:54 PM
2/27/2021	10.232	400 N IOWA AVE	SAN JUAN	05-A-1	3:47:48 PM	3:55:21 PM	4:21:15 PM	4:38:05 PM
2/27/2021	10.274	908 ATHOL AVE	SAN JUAN	17-B-1	9:11:00 PM	9:15:53 PM	9:29:21 PM	9:36:58 PM
2/27/2021	10.278	N CESAR CHAVEZ RD & E FM 495	SAN JUAN	29-B-5-U	9:32:45 PM	9:37:55 PM	9:55:21 PM	10:04:48 PM

[illegible]

Community Events

Feb-21



Date	Address	Event
2/6/2021	400 VIGEN DE SAN JUAN	SJPD Agilty Test
2/10/2021	805 W RIDGE	PSJA COVID-19 VACCINE CLINIC
2/11/2021	805 W RIDGE	PSJA COVID-19 VACCINE CLINIC

Rudy Muniz
Acting Lieutenant

February 2021
Call Volume Monthly Breakdown

"The Friendly City"

Fire House Code	Incident Type	A Shift	B Shift	C Shift	Total
322	Motor Vehicle Accidents w/Injuries	1	2	1	4
323	Auto-Pedestrian	1	0	0	1
324	Motor Vehicle Accidents w/o Injuries	0	0	2	2
311	Medical Call	0	2	0	2
142/143	Grass/Brush Fires	2	2	0	4
131	Vehicle Fires	0	1	0	1
700/750	False Alarms	2	6	8	16
154	Trash Fires	0	0	0	0
550/551	Assist other Agency/Dept.:	0	0	0	0
651	Smoke Scare	2	1	0	3
111	Structure Fires	1	1	0	2
1101	Equipment Fire	0	0	0	0
412	Gas Leak	1	2	2	5
480	Attempted burning, Illegal action	0	0	0	0
600	Good Intent Call	0	1	2	3
611	Cancelled in Route	0	0	0	0
622	Wrong Location/No Incident Found	0	0	0	0
541	Bee attack/ Animal Problem	0	0	0	0
331	Child Locked in a Vehicle	0	0	0	0
440/1601	Electrical Equipment Problem (Pole)	0	0	0	0
1131	Cooking Fire	0	0	0	0
100	Fire, Other	0	0	0	0
Grand Total:		10	18	15	43

Call Volume for each shift: A B C

A Shift 10

B Shift 18

C Shift 15

Respectfully Submitted by,

Rudy Muniz

Acting Lieutenant

2-28-21
Date



Tirso Garza, Fire Chief
2301 N. Raul Longoria
San Juan, TX 78589
Office: 956-223-2470
Fax: 956-783-3441

Med-Care Response Times

February 2021

Date	Incident #	Location	Dispatched Time	Arrival	Delay Time	Incident Type
2/1/21	21-053	Miguel Hidalgo/ Sam Houston	1649	1655	6 Min	Auto-Ped
2/5/21	21-055	112 W Expressway 83 Westbound	0753	0801	8 Min	MVA
2/6/21	21-059	901 W Expressway 83 Eastbound	1308	1320	12 Min	MVA
2/12/21	21-066	400 W Expressway Westbound	1626	1642	16 Min	MVA
2/13/21	21-069	700 E Dicker	2120	2132	12 Min	MVA
2/15/21	21-072	Pharr Traffic	1035	N/A	N/A	MVA
2/16/21	21-078	1002 Del Monte	2027	2039	12 Min	CO
2/25/21	21-088	Military and Stewart	1212	1227	16 Min	MVA
2/28/21	21-095	610 Ebony	N/A	N/A	N/A	Structure

Fire Inspection February 2021

	Date	Name of Business	Address	Contact	Inspector	App/Deny
1	2/1/21	Foster Home - Abrego Home	308 Nadia ST	Amelia Abrego	J. Salinas	Approved
2	2/1/21	Mariscos Estrella Del Mar, Inc.	901 N Raul Longoria HWY, Ste 1	Alma Guajardo	J. Salinas	Approved
3	2/1/21	Crickit	502 S San Antonio AVE, Ste A	Adan Acuna	J. Salinas	Approved
4	2/1/21	Quesos Huastecos	901 W 495, D	Miguel Del Angel	J. Salinas	Approved
5	2/1/21	Speedy Gonzalez Auto Sales	4011 N Raul Longoria HWY	Jorge Gonzalez	J. Salinas	Approved
6	2/1/21	Fast Auto Sales	100 W Salazar ST	Aldo Guerra	J. Salinas	Approved
7	2/2/21	Aylyn's Event Center	4306 N Raul Longoria HWY	Rosa I Casas	J. Salinas	Approved
8	2/2/21	La Michoacana Paeteria	1618 N Veterans RD, Ste C	Veronica Quintanar	J. Salinas	Approved
9	2/5/21	Lemus Learning Academy	302 E 83 EXPY, 8&9	Carolina Carrillo	J. Salinas	Approved
10	2/5/21	The Indoor Garage Sale Shop	654 E Nolana LOOP, Ste 3	Clarissa Cazarez	J. Salinas	Approved
11	2/5/21	Little School House Training Center 3	109 E 7 th ST	Blanca Parra	J. Salinas	Approved
12	2/5/21	Fade Factory Pro Barbers	1211 N Raul Longoria HWY, Ste E	Julie Garcia	J. Salinas	Approved
13	2/9/21	Foster Home - Barron	1403 Pulin AVE	Adela Ambriz	J. Salinas	Approved
14	2/9/21	ELITE Academy	703 S Veterans RD	Nora Villarreal	J. Salinas	Approved
15	2/9/21	Foster Home - Moreno	2019 Loma Bonita ST	Veronica Moreno	J. Salinas	Approved
16	2/9/21	Snacks Dragons	3705 N Raul Longoria HWY	Jesus Pena	J. Salinas	Approved
17	2/9/21	Lucy's Beauty Salon	2201 N Raul Longoria HWY, Ste B	Luciana Pedraza D Amaro	J. Salinas	Approved
18	2/10/21	Los Primos Taqueria	514 S Standard AVE	Carlos Cantu Vera	J. Salinas	Approved
19	2/10/21	Allure Nails	707 W Interstate 2	Dina Nguyen	J. Salinas	Approved
20	2/12/21	Sylvia's Beauty Salon	2207 N Raul Longoria HWY	Alicia Quintero	J. Salinas	Approved
21	2/12/21	Xquinkles-San Juan	101 S Nebraska AVE	Alfonso Cantu Elizondo	J. Salinas	Approved
22	2/19/21	Rebeca's Tacos	309 S Nebraska AVE	Donto Salasar	J. Salinas	Approved
23	2/24/21	World Finance Corp	111 W 495	Erica Garcia	J. Salinas	Approved
24	2/24/21	Fashion Nails	1618 N I RD, L	Bao Ho	J. Salinas	Approved
25	2/25/21	Candy Kids 123	614 E Nolana LOOP	Jennifer Molina	J. Salinas	Approved
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FUEL LOG

February 2021

DATE	TIME	UNIT/DIESEL CONTAINER	GALLONS	OFFICER IN CHARGE
2/1/2021	7:58 a.m.	1202	18.4	C. Alaniz
2/1/2021	3:16 p.m.	Engine-2	12	V. Sanchez
2/2/2021	2:40 p.m.	Ladder-1	19.5	Z. Beaz
2/3/2021	2:54 p.m.	Engine-2	15.6	V. Sanchez
2/4/2021	1:34 p.m.	Engine-2	6	B. Rodriguez
2/4/2021	2:11 p.m.	Ladder-1	13	A. Foster
2/4/2021	2:07 p.m.	1201	20.6	Chief. T. Garza
2/5/2021	8:22 a.m.	1202	10.7	C. Alaniz
2/5/2021	12:45 p.m.	Ladder-1	10.6	S. Cardenas
2/5/2021	5:03 p.m.	Engine-2	15.2	V. Sanchez
2/5/2021	5:05 p.m.	Brush-1	7.3	N. Garza
2/6/2021	3:11 p.m.	Engine-2	7.2	A. Araguz
2/8/2021	1:27 p.m.	Ladder-1	16.5	O. Ortega
2/8/2021	1:59 p.m.	Engine-2	13.5	B. Rodriguez
2/8/2021	2:31 p.m.	Brush-2	11.1	O. Ortega
2/8/2021	2:35 p.m.	Kubota	10	O. Ortega
2/9/2021	1:23 p.m.	Engine-2	9	A. Garza
2/11/2021	7:38 a.m.	Ladder-1	13.7	V. Sanchez
2/12/2021	12:26 p.m.	Brush-1	7	N. Garza
2/12/2021	12:30 p.m.	Engine-2	18.3	N. Garza
2/12/2021	1:00 p.m.	1202	17.5	C. Alaniz
2/13/2021	7:44 a.m.	Ladder-1	10.1	O. Ortega
2/15/2021	10:17 a.m.	Engine-2	21.3	J. Mata
2/16/2021	8:35 a.m.	1201	18.2	Chief. T. Garza
2/16/2021	3:59 p.m.	Ladder-1	13.8	Z. Beaz
2/16/2021	4:05 p.m.	Engine-1	23.5	J. E. Mata
2/18/2021	8:24 a.m.	Tank-1	11	J. Funes
2/18/2021	1:34 p.m.	Engine-2	13.8	A. Garza
2/19/2021	1:53 p.m.	Ladder-1	14	J. Balderas
2/22/2021	2:31 p.m.	Ladder-1	14.4	O. Ortega
2/22/2021	2:37 p.m.	1201	16.9	Chief. T. Garza
2/22/2021	2:32 p.m.	Engine-2	13.7	J. C. Martinez
2/23/2021	8:17 a.m.	1202	16.3	C. Alaniz
2/23/2021	2:42 p.m.	Engine-2	12	N. Garza
2/24/2021	10:25 p.m.	Ladder-1	9.7	J. De La Cruz
2/24/2021	10:31 a.m.	Tank-1	8.7	O. Ortega
2/24/2021	2:12 p.m.	Brush-1	7.6	A. Araguz
2/24/2021	2:16 p.m.	Engine-2	11.6	J. Mata
2/24/2021	2:20 p.m.	Resue-1	4	B. Rodriguez

DATE	TIME	UNIT/DIESEL CONTAINER	GALLONS	OFFICER IN CHARGE
2/25/2021	2:38 p.m.	Ladder-1	9.5	O. Ortega
2/26/2021	12:31 p.m.	1202	9.4	C. Alaniz
2/26/2021	2:04 p.m.	Engine-2	15	J. Mata
2/26/2021	2:36 p.m.	Ladder-1	13.7	A. Foster
2/26/2021	2:53 p.m.	1201	15	Chief T. Garza
2/28/2021	11:14 p.m.	Ladder-1	12.9	R. Torres
TOTAL of Diesel			588.8	

February 2021

Total Gallons of Gasoline -	89
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AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
MARCH 23, 2021

Hold a Public Hearing for the Conditional Use Permit for the Sale of Alcoholic Beverages for On-Premise Consumption at “La Casona Bar” located at 202 W. Business 83, legally described as the West 125 feet of the East 605 feet of Park Lots, as Requested by Jose Alfredo Vasquez.

STAFF COMMENTS AND RECOMMENDATIONS:

The applicant is taking over Prim’s Place that was originally open in the year of 2012. He is applying for a conditional use permit for the Sale of Alcoholic Beverages (wine and beer) for On-Premise Consumption and late hours permit until 2:00 a.m.

Applicant must comply with the TABC requirements. Conditional use, occupational and health permits must be renewed every year with the City of San Juan.

Staff mailed a notice of the public hearing to eleven (11) property owners within the 200 foot radius and no comments were received.

RECOMMENDATION:

During the Regular Meeting on March 18, 2021, the Planning and Zoning Commission unanimously recommended approval of the conditional use permit with a 5-0 vote.

PREPARED BY:

Roberto Escobar,
Planning Director

APPROVED BY:

Benjamin Arjona, City
Manager

MEETING DATES:
PLANNING AND ZONING COMMISSION – 03/18/2021
CITY COMMISSION – 03/23/2021
DATE PREPARED – 03/12/2021

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STAFF REPORT
GENERAL INFORMATION

APPLICATION: Conditional Use Permit for the Sale of Alcoholic Beverages for On-Premise Consumption at “La Casona Bar.”

APPLICANT: Jose Alfredo Vasquez

AGENT: N/A

LEGAL: The West 125 feet of the East 605 feet of Park Lots Subdivision.

LOCATION: 202 W. Business 83

LOT/TRACT SIZE: 125 feet by 80 feet, approximately 10,000 sq. ft.

CURRENT USE OF PROPERTY: Bar

**EXISTING LAND USE/
ADJACENT ZONING:** North – Vacant; Neighborhood Commercial District (C-1)
South – Commercial; Neighborhood Commercial District (C-1)
East – Commercial; Neighborhood Commercial District (C-1)
West – Commercial; Neighborhood Commercial District (C-1)

ACCESS AND CIRCULATION: This property has access onto Business 83.

PUBLIC SERVICES: Water and Sewer Services will be provided by City of San Juan.

RECOMMENDATION: Staff recommends approval subject to comply with the list of requirements attached to the report.

EVALUATION AND CONDITIONS FOR APPROVAL

The applicant is taking over Prim’s Place that was originally open in the year of 2012. He is applying for a conditional use permit for the Sale of Alcoholic Beverages (wine and beer) for On-Premise Consumption and late hours permit until 2:00 a.m.

Staff mailed a notice of the public hearing before the Planning and Zoning Commission to eleven (11) property owners within a two hundred (200) foot radius and received no comments in favor or against this request.

The following is the list of requirements:

1. The property line of the lot of any business, especially those having late hours (after 10:00 p.m.) must be a minimum of three hundred (300) feet from the nearest residence, church, school or publicly-owned property or must provide sufficient buffering and sound insulation of the building such that the business is not visible and cannot be heard from the residential areas, and must be designed to prevent disruption of the character of adjacent residential areas.
2. The business must be as close as possible to a major arterial, and shall not allow the traffic it generates onto residential streets, or allow it to exit into and disrupt residential areas;
3. The business must provide parking in accordance with the City off-street parking regulations and make provisions to prevent use of adjacent streets for parking, especially those in adjacent residential areas, by providing additional on-site parking.
4. The business must do everything possible to prevent the unauthorized parking of its patrons on adjacent business or residential properties including, when necessary, the installation of fences and hedges, and the reorientation of entrances. The loading and unloading of equipment to be on premises only.
5. The business should do everything possible and be designed to discourage criminal activities and vandalism, both on site and on adjacent properties. Provision of sufficient lighting and perimeter fencing, elimination of dark areas, and the orientation of the building such that it provides maximum visibility of as much as possible of the site form a public street;
6. The business must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties;
7. The business shall restrict the number of persons within the building to the number determined for occupancy levels by the Fire Department.
8. The business must comply with the city’s noise ordinance.
9. The business must comply with the City’s *Security Cameras Ordinance*.
10. Owner agrees to pay an annual fee to the City of San Juan to maintain the alcohol license, conditional use, occupational license and health permits.

**CONDITIONAL USE PERMIT
“LA CASONA BAR”
MARCH 18, 2021**

PAGE 3

11. There shall be no smoking inside the premises at any time.
12. Owner agrees to pay an annual fee to the City of San Juan to maintain the alcohol license.
13. There shall be no smoking inside the premises at any time.

ATTACHMENTS:

- Location Map
- Aerial Photo
- Zoning Map
- List of neighboring property owners receiving notice
- Ordinance



Proposed property

FINAL RESOLUTION OF REQUEST & COMMENTS:

P&Z – 03/18/2021 Commissioner Alaniz made a motion to approve the conditional use permit as presented by staff. Commissioner Perez seconded the motion. The motion passed unanimously with a 5-0 vote.

Mr. Escobar explained the application is for the Sale of alcohol at Prim’s Place. The applicant is taking over the business under different name and he needs to comply with TABC requirements, conditional and occupational license permits. The zoning is a Neighborhood Commercial District (C-1). The advertisement was in the newspaper and letters were mailed out to the surrounding property owners within the 200-foot radius.

ORDINANCE NO.

AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT FOR THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION AT “LA CASONA BAR” LOCATED AT 202 W. BUSINESS 83, LEGALLY DESCRIBED AS THE WEST 125 FEET OF THE EAST 605 FEET OF PARK LOTS SUBDIVISION, AS PROVIDED IN ARTICLE IV, OF THE ZONING ORDINANCE, CITY OF SAN JUAN, HIDALGO COUNTY, TEXAS, PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE; PROVIDING FOR A CODE DISPOSITION.

WHEREAS, Jose Alfredo Vasquez has applied for a Conditional Use Permit under Article IV; of the Zoning Ordinance of the City of San Juan for the Sale of Alcoholic Beverages for On-Premise Consumption and Late Hours Permit at “La Casona Bar”.

WHEREAS, this type of activity is prohibited by said Zoning Ordinance unless a Conditional Use Permit is granted; and,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SAN JUAN, TEXAS, AS FOLLOWS:

SECTION I. That a Conditional Use Permit under Article IV of the Zoning Ordinance of the City of San Juan, Texas, be granted to Jose Alfredo Vasquez for the Sale of Alcoholic Beverages for On-Premise Consumption at “La Casona Bar” at property legally described as the West 125 feet of the East 605 feet of Park Lots Subdivision, subject to the following conditions:

1. The property line of the lot of any business, especially those having late hours (after 10:00 p.m.) must be a minimum of three hundred (300) feet from the nearest residence, church, school or publicly-owned property or must provide sufficient buffering and sound insulation of the building such that the business is not visible and cannot be heard from the residential areas, and must be designed to prevent disruption of the character of adjacent residential areas.
2. The business must be as close as possible to a major arterial, and shall not allow the traffic it generates onto residential streets, or allow it to exit into and disrupt residential areas;
3. The business must provide parking in accordance with the City off-street parking regulations and make provisions to prevent use of adjacent streets for parking, especially those in adjacent residential areas, by providing additional on-site parking.
4. The business must do everything possible to prevent the unauthorized parking of its patrons on adjacent business or residential properties including, when necessary, the installation of fences and hedges, and the reorientation of entrances. The loading and unloading of equipment to be on premises only.
5. The business should do everything possible and be designed to discourage criminal activities and vandalism, both on site and on adjacent properties. Provision of sufficient lighting and perimeter fencing, elimination of dark areas, and the orientation of the building such that it provides maximum visibility of as much as possible of the site form a public street;

6. The business must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties;
7. The business shall restrict the number of persons within the building to the number determined for occupancy levels by the Fire Department.
8. The business must comply with the city's noise ordinance.
9. The business must comply with the City's *Security Cameras Ordinance*.
10. Owner agrees to pay an annual fee to the City of San Juan to maintain the alcohol license, conditional use, occupational license and health permits.
11. There shall be no smoking inside the premises at any time.
12. Owner agrees to pay an annual fee to the City of San Juan to maintain the alcohol license.
13. There shall be no smoking inside the premises at any time.

SECTION II. PUBLICATION AND EFFECTIVE DATE CLAUSE. This Ordinance shall be published in the official newspaper of the City of San Juan, Texas, as provided by law, and shall be and remain in full force and effect from the after said date of publication.

PASSED and **APPROVED** on first reading on the 23rd day of March, 2021.

PASSED and **APPROVED** on second and final reading on the ____ day of _____, 2021.

CITY OF SAN JUAN

MARIO GARZA, MAYOR

ATTEST:

APPROVED BY:
Palacios, Garza & Thompson, P.C.

DIANA CAVAZOS
CITY SECRETARY

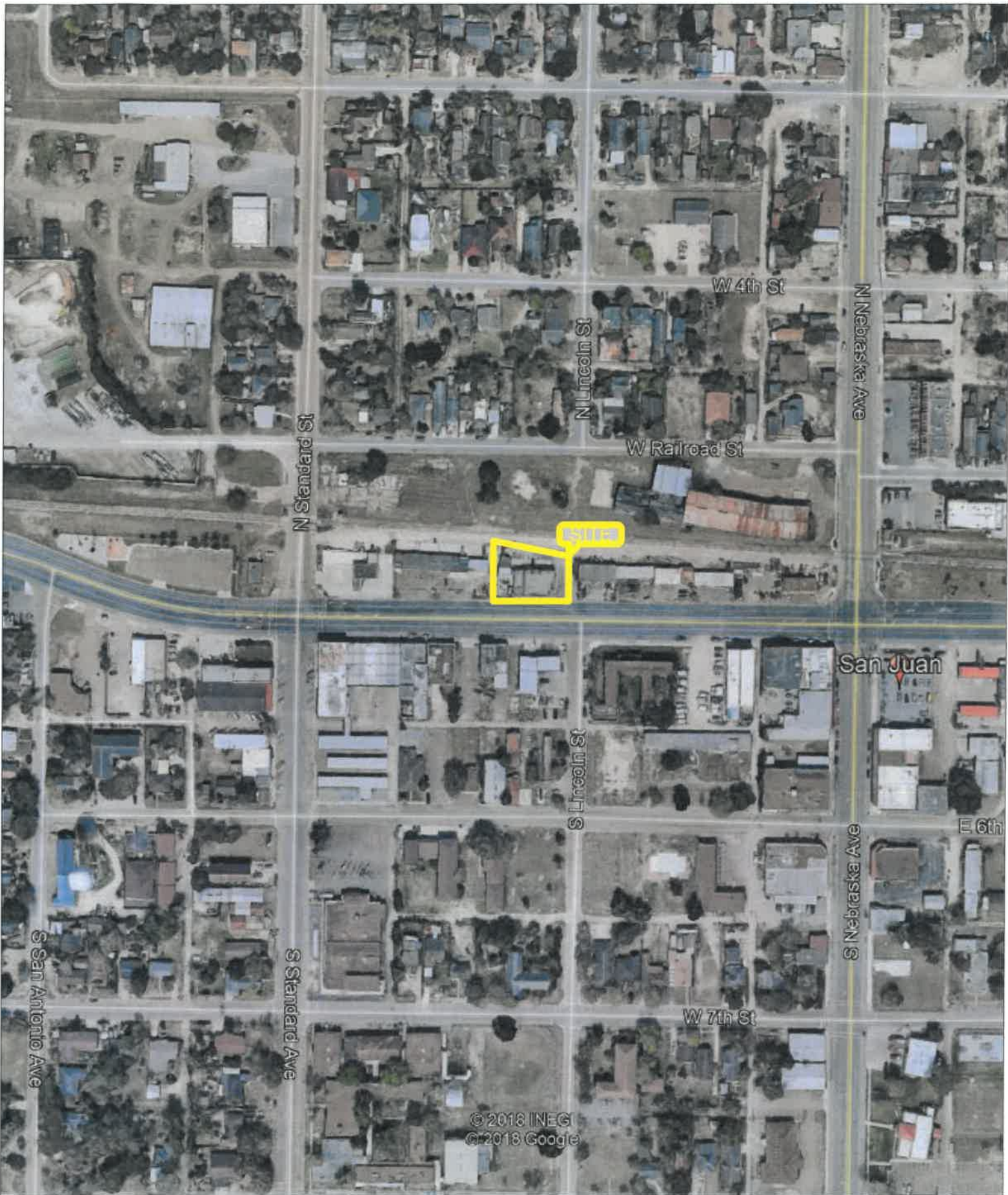
CITY ATTORNEY



- Legend**
- CITY LIMITS
 - Proposed area

Conditional Use Permit for the Sale of Alcoholic Beverages for On-Premise Consumption at "La Casona Bar" located at 202 W Business 83, legally described as the West 125 feet of the East 605 feet of Park Lots Subdivision, as Requested by Jose Alfredo Vasquez.



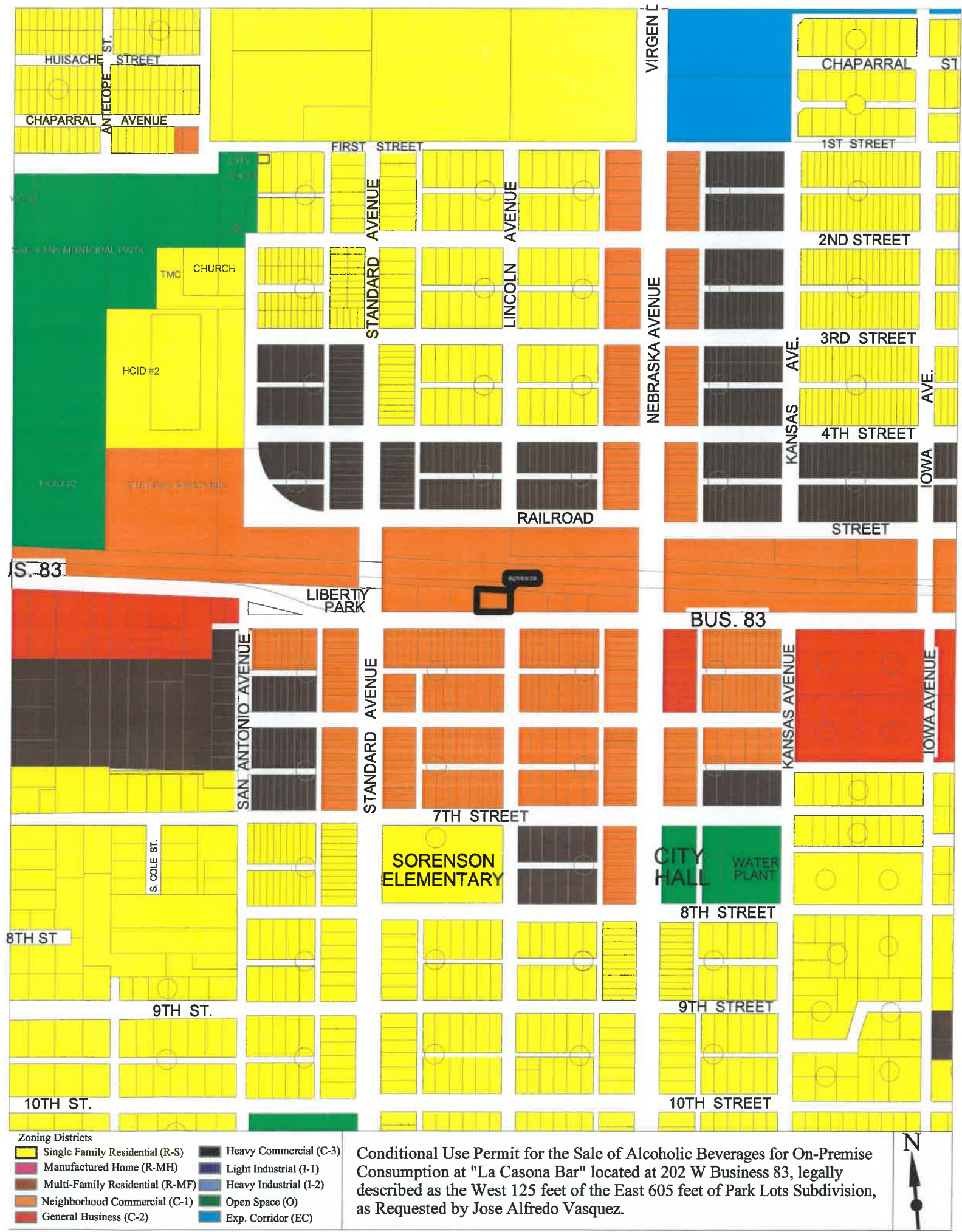


Legend

- CITY LIMITS
- Proposed area

Conditional Use Permit for the Sale of Alcoholic Beverages for On-Premise Consumption at "La Casona Bar" located at 202 W Business 83, legally described as the West 125 feet of the East 605 feet of Park Lots Subdivision, as Requested by Jose Alfredo Vasquez.





Conditional Use Permit for the Sale of Alcoholic Beverages for On-Premise Consumption at "La Casona Bar" located at 202 W Business 83, legally described as the West 125 feet of the East 605 feet of Park Lots Subdivision, as Requested by Jose Alfredo Vasquez.

Conditional Use Permit for the Sale of Alcoholic Beverages for On-Premise Consumption at "La Casona Bar" located at 202 W. Business 83, legally described as the West 125 feet of the East 605 feet of Park Lots, as Requested by Jose Alfredo Vasquez.

Vasquez, Jose Alfredo
102 Justice Ln.
San Juan, TX 78589

Acevedo, Gustavo L. Jr.
814 Del Oro Ln.
Pharr, TX 78577

Zuniga, Brenda
306 East 11th Street
San Juan, TX 78589

Reyes, Jesus R.
810 E. Marion St.
Pharr, TX 78577

Yado, Ricardo
102 W. 12th Street
San Juan, TX 78589

R&B Zuniga Properties, Inc.
306 E. 11th Street
San Juan, TX 78589

Guajardo, Celestino Jr. & Arturo Sr.
232 W. US Highway 83
San Juan, TX 78589

Missouri Pacific Railroad
1400 Douglas St.
Stop 1640
Omaha, NE 68179

Baughman, Nadia G.
209 W. Business 83
San Juan, TX 78589

Guzman, Enrique G.
P.O. Box 637
Donna, TX 78537

Garza, Federico Garza and Adan
Miguel Angel M. Reyna
504 W. Lincoln Avenue
San Juan, TX 78589

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
MARCH 23, 2021

Consider Adoption of an Ordinance in First Reading of the Voluntary Annexation Petition of the Proposed Valley Ranch Subdivision being a 23.70-acre tract of land out of Lot 6, Block 27, Alamo Land and Sugar Company's Subdivision, as per Map Records in Volume 1, Pages 24-26, Hidalgo County Texas, located at the Northwest corner of Hall Acres and Chavez Road, as Requested by OC Development, LTD.

STAFF COMMENTS AND RECOMMENDATIONS:

The Planning Department is processing a residential subdivision located at the Northwest corner of Hall Acres and Cesar Chavez Road. Part of the subdivision is outside the city limits but within the City of San Juan Extraterritorial Jurisdiction (ETJ). It is the City's policy to annex subdivisions processed and approved within the city's ETJ. In January 12, 2021, the City Commission approved a Resolution 21-03 accepting petition for voluntary annexation and setting dates and times for public hearings.

The property owner of the subject property has submitted a petition of a voluntary annexation to the City of San Juan. Upon annexation, recording of the subdivision plat, building permits and inspections will be processed by City for proposed residences. Annexation of this property is being undertaken in accordance with the provisions of the Texas Local Government Code, Chapter 43, Municipal Annexation, Section 43.028 and the City Charter.

RECOMMENDATION:

Approval of the Annexation Ordinance in First Reading.

PREPARED BY:

Roberto Escobar,
Planning Director

APPROVED BY:

Benjamin Arjona, City
Manager

ORDINANCE NO.

AN ORDINANCE PROVIDING FOR THE EXTENSION ON CERTAIN BOUNDARY LIMITS OF THE CITY OF SAN JUAN, TEXAS; AND THE VOLUNTARY ANNEXATION OF A 23.70-ACRE TRACT OF LAND OUT OF LOT 6, BLOCK 27, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, AS PER VOLUME 1, PAGES 24-26, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 3052570, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

WHEREAS, Section 43.067 of the Texas Local Government Code provides for an alternate to the standard annexation proceedings where the property owner petitions for annexation; and

WHEREAS, the City Commission of the City of San Juan has decided to extend the corporate limits to include tracts of land adjacent to our present corporate limits as shown in **Exhibit "A"**; and

WHEREAS, the hereinafter described territory lies within the extraterritorial of the City of San Juan, Texas; and

WHEREAS, the territory hereinafter described contains approximately 23.70 acres of land; and

WHEREAS, a notice of the City of San Juan proposed annexation was published in a newspaper having general circulation in the City of San Juan, Texas January 20, 2021 and February 17, 2021 and was published between 11th day and 20th day before the public hearing dates; and

WHEREAS, the first public hearing was held at 6:00 pm on February 9, 2021 at the San Juan Memorial Library, located at 1010 S. Standard Avenue, in San Juan, Texas and second public hearing was held at 6:00 pm on March 9, 2021 at San Juan Memorial Library, located at 1010 S. Standard Avenue, in San Juan, Texas so that all interested parties were provided the opportunity to be heard regarding the proposed annexation of those tracts hereinafter described; and

WHEREAS, the enclosed municipal service plan for the proposed annexation was available for public inspection and explained in response to questions asked; and

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF SAN JUAN, THAT;

Exhibit "B"

SECTION I: The following described in **Exhibit "B"** land and territory adjacent to and adjoining the City of San Juan, Texas is hereby added and annexed to the City of San Juan, Texas, and the property herein described is altered and amended so as to include such areas within the corporate limits of the City of San Juan. The description of the property to be annexed is as follows:

THE 23.70- ACRE TRACT OF LAND OUT OF LOT 6, BLOCK 27, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE PLAT OR MAP THEREEOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS HIDALGO COUNTY, TEXAS, AND OUT OF LOT 10, STEWARTS ADDITION TO THE CONWAY GARDENS, HIDALGO COUNTY, TEXAS, ACCORDING TO PLAT OR MAP RECORDED IN VOLUME 0, PAGE 43, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 3052570, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING at a cotton picker spindle set on the South line of Lot 6 and in the centerline of Hall Acres Road for the southeast corner of Olivia Cana Castellanos Tract (A 3.00 acre tract of land out of Lot 6, Block 27, Alamo Land and Sugar Company's Subdivision, and out of Lot 10, Stewart's Addition to Conway Gardens, according to correction general warranty deed recorded under County Clerk's Document Number 2894318, official records, Hidalgo County, Texas) and the Southwest corner of this tract, said spindle bears East, 194.00 feet from the Southwest corner of Lot 6.

THENCE; North, along the East line of the Olivia Cana Castellanos Tract, passing a ½" iron rod found at 20.00 feet for the North Right of Way line of Hall Acres Road, a total distance of 664.80 feet to a ½" iron rod found for the Northeast corner of said tract, and an interior corner of this tract.

THENCE; West, along the North line of the Olivia Cana Castellanos Tract, a distance of 524.19 feet to a ½" iron rod found on the East line of the Walter J. Soulek Tract (A 10.00 acre tract of land out of Lots 10 and 11, Stewart's Addition to Conway Gardens, according to warranty deed recorded in Volume 3083, Page 775, Official Records, Hidalgo County, Texas) for an exterior corner of this tract.

THENCE; North, along the East line of the Walter J. Soulek Tract, a distance of 655.20 feet to a ½" iron rod with cap stamped Pena found on the North line of Lot 10, Stewart's

Addition to Conway Gardens for the Northeast corner of said tract and the Northeast corner of this tract.

THENCE; East, along the North line of Lot 10, Stewart's Addition to Conway Gardens, and the North line of Lor 6, a distance of 1,046.00 feet to a ½" iron rod with cap stamped Pena found for the Northwest corner of the Hidalgo County Drainage District No. 1 Tract (A 4.545 acre tract of land out of Lots 5 and 6, Block 27, Alamo Land and Sugar Company's Subdivision, according to special warranty deed recorded under County Clerk's Document number 881147, Official Records, Hidalgo County, Texas) for the Northeast corner of this tract.

THENCE; South, along the West line of the Hidalgo County Drainage District No. 1 Tract, passing a ½" iron rod found at 1,300.00 feet for the North Right of Way line of Hall Acres Road, a total distance of 1,320.00 feet to a cotton picker spindle found on the South line of Lot 6 and the centerline of Hall Acres Road for the Southwest corner of said tract and the Southeast corner of this tract.

THENCE; West, along the South line of Lot 6 and the centerline of Hall Acres Road, a distance of 521.91 feet to the point of beginning and containing 23.70 acres of land more or less.

Bearings are in accordance with Vianey Estates, recorded in Volume 45, Page 125, Map Records, Hidalgo County, Texas.

SECTION II: The service plan attached to this ordinance as **Exhibit "C"** and being the same service plan presented at the public hearing held regarding this annexation, is hereby approved by the City Commission of the City of San Juan, Texas provided that's such service plan may be amended or repealed in accordance with Section 43.0672 of the Local Government Code, when in the opinion of the City Commission, changed conditions or subsequent occurrences make the plan unworkable or obsolete.

SECTION III: The herein above described property and the area so annexed shall be a part of the City of San Juan, Texas and the property so added hereby shall bear its pro rata share of taxes levied by the City of San Juan, Texas, and inhabitants thereof shall be entitled to all of the rights and privileges of the citizens of San Juan, Texas, in areas having similar characteristics of topography, land utilization and population density, and shall be bound by the acts ordinances, resolutions and regulations of the City of San Juan, Texas.

SECTION IV: The zoning of the property shall be classified as Single-Family Residence District (R-S).

SECTION V: Upon annexation of the herein above described property, the acreage within the city limits of San Juan after annexation will be increased in an amount which does not exceed the statutory limitation as set out in Chapter 43 of the Texas Local Government Code.

SECTION VI: Upon the approval of the second and final reading hereof, the City Secretary of the City of San Juan is hereby authorized and directed to cause a true and correct copy of the caption of this ordinance, including the general description of the property annexed to be published in a newspaper of general circulation in San Juan, Texas.

SECTION VII: If any part, phrase or sentence of this Ordinance is held void or unconstitutional by a Court or competent jurisdiction, or if any tract of land or portion of any tract of land hereby annexed shall be held to be ineligible for annexation or wrongfully annexed, the remaining portions of this Ordinance and the remaining tracts so annexed shall be considered severable and shall remain in full force and effect.

SECTION VIII: In accomplishing the annexation of the territory annexed by this Ordinance, the City of San Juan has strictly followed the provisions of State Law and the cases as they apply to annexations and any possible deviation from special provisions was unintentional and not material to the accomplishment of this annexation.

PASSED and APPROVED on first reading on the 23rd day of March, 2021.

PASSED and APPROVED on second reading on the ____ day of _____, 2021.

CITY OF SAN JUAN

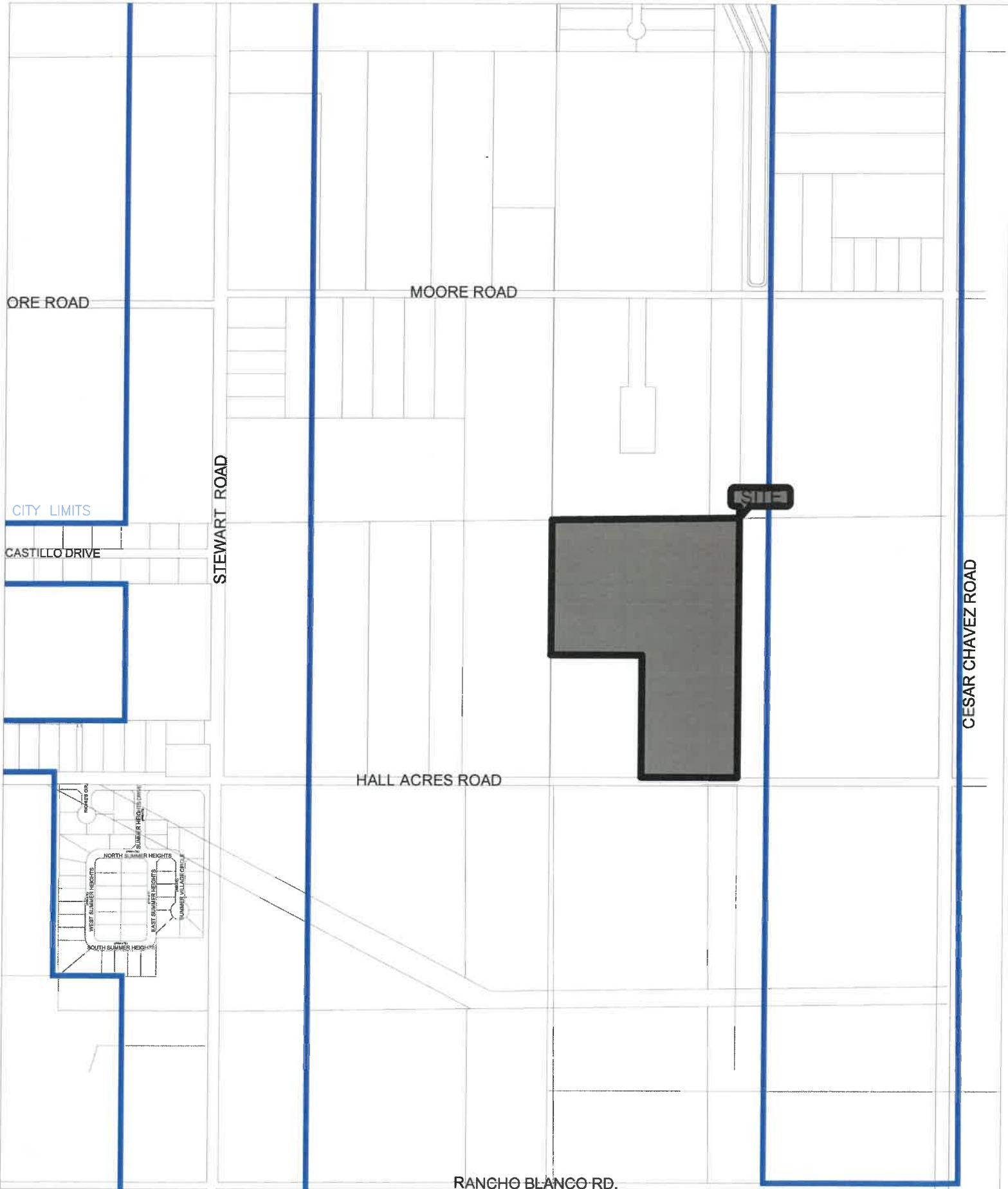
MARIO GARZA, Mayor

ATTEST:

DIANA CAVAZOS, City Secretary

APPROVED BY:
Palacios, Garza & Thompson, P.C.

City Attorney



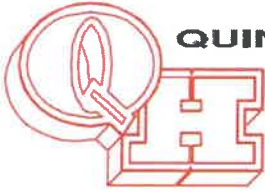
Legend

- CITY LIMITS
- Proposed area

Exhibit "A"

Voluntary Annexation Petition of the Valley Ranch Subdivision Phase 1 being a 23.70 acre tract of land out of Lot 6, Block 27, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, as Requested by OC Development, Ltd.





QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors

Alfonso Quintanilla, P.E., R.P.L.S. Eulio Ramirez, P.E.
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
Municipal & County Projects ★ Subdivisions ★ Surveys
124 E. Stubbs, Edinburg, Texas 78539
Phone 956/381-6480 Fax 956/381-0527

METES AND BOUNDS

A 23.70 ACRE TRACT OF LAND OUT OF LOT 6, BLOCK 27, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE PLAT OR MAP THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS HIDALGO COUNTY, TEXAS, AND OUT OF LOT 10, STEWART'S ADDITION TO CONWAY GARDENS, HIDALGO COUNTY, TEXAS, ACCORDING TO THE PLAT OR MAP RECORDED IN VOLUME 0, PAGE 43, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 3052570, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A COTTON PICKER SPINDLE SET ON THE SOUTH LINE OF LOT 6 AND IN THE CENTERLINE OF HALL ACRES ROAD FOR THE SOUTHEAST CORNER OF OLIVIA CANA CASTELLANOS TRACT (A 3.00 ACRE TRACT OF LAND OUT OF LOT 6, BLOCK 27, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, AND OUT OF LOT 10, STEWART'S ADDITION TO CONWAY GARDENS, ACCORDING TO CORRECTION GENERAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2894318, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHWEST CORNER OF THIS TRACT, SAID SPINDLE BEARS EAST, 194.00 FEET FROM THE SOUTHWEST CORNER OF LOT 6.

THENCE; NORTH, ALONG THE EAST LINE OF THE OLIVIA CANA CASTELLANOS TRACT, PASSING A 1/2" IRON ROD FOUND AT 20.00 FEET FOR THE NORTH RIGHT OF WAY LINE OF HALL ACRES ROAD, A TOTAL DISTANCE OF 664.80 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID TRACT, AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; WEST, ALONG THE NORTH LINE OF THE OLIVIA CANA CASTELLANOS TRACT, A DISTANCE OF 524.19 FEET TO A 1/2" IRON ROD FOUND ON THE EAST LINE OF THE WALTER J. SOULEK TRACT (A 10.00 ACRE TRACT OF LAND OUT OF LOTS 10 AND 11, STEWART'S ADDITION TO CONWAY GARDENS, ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 3083, PAGE 775, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; NORTH, ALONG THE EAST LINE OF THE WALTER J. SOULEK TRACT, A DISTANCE OF 655.20 FEET TO A 1/2" IRON ROD WITH CAP STAMPED PENA FOUND ON THE NORTH LINE OF LOT 10, STEWART'S ADDITION TO CONWAY GARDENS FOR THE NORTHEAST CORNER OF SAID TRACT AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; EAST, ALONG THE NORTH LINE OF LOT 10, STEWART'S ADDITION TO CONWAY GARDENS, AND THE NORTH LINE OF LOT 6, A DISTANCE OF 1,046.0 FEET TO A 1/2" IRON ROD WITH CAP STAMPED PENA FOUND FOR THE NORTHWEST CORNER OF THE HIDALGO COUNTY DRAINAGE DISTRICT No.1 TRACT (A 4.545 ACRE TRACT OF LAND OUT OF LOTS 5 AND 6, BLOCK 27, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 881147, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE; SOUTH, ALONG THE WEST LINE OF THE HIDALGO COUNTY DRAINAGE DISTRICT No.1 TRACT, PASSING A 1/2" IRON ROD FOUND AT 1,300.00 FEET FOR THE NORTH RIGHT OF WAY LINE OF HALL ACRES ROAD, A TOTAL DISTANCE OF 1,320.00 FEET TO A COTTON PICKER SPINDLE FOUND ON THE SOUTH LINE OF LOT 6 AND IN THE CENTERLINE OF HALL ACRES ROAD FOR THE SOUTHWEST CORNER OF SAID TRACT AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; WEST, ALONG THE SOUTH LINE OF LOT 6 AND THE CENTERLINE OF HALL ACRES ROAD, A DISTANCE OF 521.91 FEET TO THE POINT OF BEGINNING AND CONTAINING 23.70 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH VIANEY ESTATES, RECORDED IN VOLUME 45, PAGE 125, MAP RECORDS, HIDALGO COUNTY, TEXAS.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THE ABOVE METES AND BOUNDS TO BE TRUE AND CORRECT, AND TO BE THE REPRESENTATION AND RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

DATE PREPARED: OCTOBER 31, 2019


ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4856



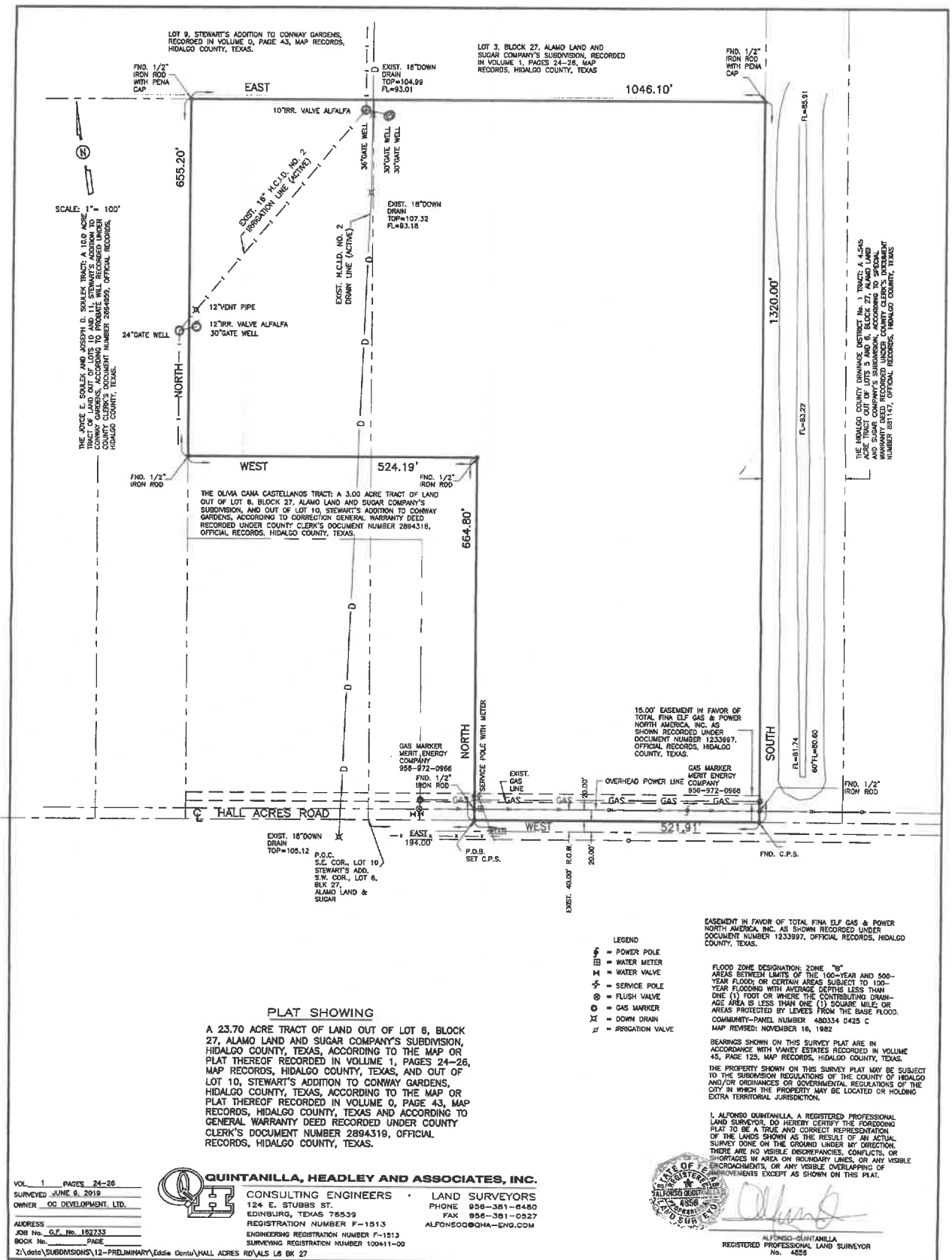


EXHIBIT C

ANNEXATION MUNICIPAL SERVICE PLAN AGREEMENT

POLICE

Existing Services: None by the City of San Juan

Services to be provided: Currently, the area is under the jurisdiction of the Hidalgo County Sheriff's Office. However, upon annexation, the City of San Juan Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriation.

FIRE PROTECTION & AMBULANCE SERVICE

Existing Services: None by the City of San Juan

Services to be provided: Fire protection will be available to the area upon annexation. Primary fire response will be provided by the San Juan Fire Department staff and personnel located at 709 S. Nebraska Avenue, San Juan, Texas and 2301 N. Raul Longoria Road, San Juan, Texas. Adequate fire protection activities can be afforded to the annexed area within current budget appropriation. Fire prevention activities will be provided by the Fire Inspector's office as needed. Ambulance service will be provided with response to all dispatched calls and request for service on assistance within the newly annexed areas.

BUILDING INSPECTION & CODE ENFORCEMENT DIVISION

Existing Services: None by the City of San Juan

Services to be provided: The Building Inspection Department will provide Code Enforcement Services upon annexation. This includes issuing building, electrical and plumbing permit for any new construction and remodeling, and enforcing all other applicable codes with regulated building construction within the City of San Juan.

PLANNING AND ZONING

Existing Services: None by the City of San Juan

Services to be provided: The Planning and Zoning Department's responsibility for regulating development and land use through the administration of the City of San Juan Zoning Ordinance will extend to this area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of San Juan Subdivision Ordinance. These services can be provided within the department's current budget.

LIBRARY

Existing Services: Areas are currently being serviced by the City of San Juan.

Services to be provided: Library use privileges are currently available to anyone residing in this area. These privileges can be provided within the current budget appropriation.

The San Juan Memorial Library serves as a community resource to the citizens of San Juan and surrounding communities. The library has a collection of over 34,000 books along with a variety of DVD movies available for check out. We also provide fifty personal computers with internet access as well as MS Office and four children's computers with many fun and educational programs.

STREET

Existing Services: County Street Maintenance

Services to be provided: Maintenance to the street facilities will be provided by the City of San Juan upon the effective date of the annexation. This service can be provided within the current budget appropriation. For streets that will require major improvements the service plan will address those concerns within two and a half (2 ½) years and complete the work within four and a half (4 ½) years.

STORM WATER MANAGEMENT

Existing Services: None by the City of San Juan

Services to be provided: For new areas to be developed, developers will provide storm water drainage at their own expense and will be inspected by the City Engineers at time of completions. The City of San Juan will then maintain the drainage upon approval. For existing development the City will conduct public awareness and education activities on **Storm Water Management Plan** (MS4 Permit) and the **Clean Water Act**.

STREET LIGHTING

Existing Services: None by the City of San Juan

Services to be provided: The City of San Juan will coordinate any request for improved street lighting with the local electric provider in accordance with standard policy. The city will be installing additional street lighting in areas that are below standards.

TRAFFIC ENGINEERING

Existing Services: None by the City of San Juan

Services to be provided: The City Engineer will work with Texas Department of Transportation (TxDOT) to provide, after the effective date of annexation, any additional traffic control devices, such as traffic lights and stop signs to improve the safety of traffic in the area.

WATER SERVICE

Existing Services: Areas are currently being serviced by the Military Water Supply Corporation.

Services to be provided: Water service is currently provided to the area in accordance with the applicable codes and department policy. When other property develops in the adjacent area, water service shall be provided in accordance with extension ordinance. Extension of service shall comply with City codes and ordinances.

SANITARY SEWER SERVICES

Existing Services: Sewer services currently being provided by on site sewer facilities (OSSF).

Service to be provided: Sanitary sewer service to the area of proposed annexation will be provided in accordance with applicable codes and departmental policy. When property develops in the adjacent areas, sanitary sewer service shall be provided in accordance with the present extension ordinance. Extension of service shall be provided in accordance with the present extension ordinance. Extension of service shall comply with applicable codes and ordinances.

SOLID WASTE SERVICE

Existing Services: None

Service to be provided: Solid Waste Collection shall be provided to the area of annexation in accordance with the present ordinance. Service shall comply with existing City policies, beginning with occupancy of structures. Such Service will be required no later than expiration of any current contract citizen has in effect at the time of annexation.

MISCELLANEOUS

All other applicable municipal services will be provided to the area in accordance with the City of San Juan established policies governing extension of municipal services to newly annexed areas.

Furthermore, the City of San Juan, Texas, finds and determines the rural nature of the area is characteristically different from other more highly developed areas within the corporate limits of the City of San Juan, Texas. Consequently, because of the differing characteristics of topography, land utilization and population density, the service levels which may ultimately be provided in the newly annexed area may differ somewhat from series provided in other areas of the City of San Juan, Texas. These differences are specifically dictated because of differing characteristics of the property and the City of San Juan, Texas, will undertake to perform consistent with the contract so as to provide this newly annexed area the same type, kind and quality of service presently enjoyed by the citizens of the City of San Juan, Texas, who reside in areas of similar topography, land utilization and population.

Legal Description: Being a 23.70 acre tract of land out of Lot 6, Block 27, Alamo Land and Sugar Subdivision, as per Volume 1, Page 24 - 26, Map Records of Hidalgo County, Texas.

EXECUTED this _____ day of _____, A.D. 2021.

Richard, F. Cortez, Chairman of the Board
Hidalgo County Drainage District No. 1

Acknowledgment

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on the _____ day of _____, 2021.

Notary Public – State of Texas

Accepted by:

CITY OF SAN JUAN

By: _____
Benjamin Arjona, City Manager

Approved as to form:

By: _____
City Attorney

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
MARCH 23, 2021

Consider Adoption of an Ordinance in First Reading of the Voluntary Annexation Petition of the Hidalgo County Drainage Canal being a 5.68-acre tract of land out of Lots 4, 5 and 6, Block 27, Alamo Land and Sugar Company's Subdivision, as per Map Recorded in Volume 1, Pages 24 - 26, Hidalgo County, Texas, located at the Northwest corner of Hall Acres and Cesar Chavez Road, as Requested by the Hidalgo County Drainage District.

STAFF COMMENTS AND RECOMMENDATIONS:

The Planning Department is processing a residential subdivision located at the Northwest corner of Hall Acres and Cesar Chavez Road. Part of the subdivision is outside the city limits but within the City of San Juan Extraterritorial Jurisdiction (ETJ). It is the City's policy to annex subdivisions processed and approved within the city's ETJ. In January 12, 2021, the City Commission approved a Resolution 21-04 accepting petition for voluntary annexation and setting dates and times for public hearings.

The property owner of the subject property has submitted a petition of a voluntary annexation to the City of San Juan. Upon annexation, recording of the subdivision plat, building permits and inspections will be processed by City for proposed residences. Annexation of this property is being undertaken in accordance with the provisions of the Texas Local Government Code, Chapter 43, Municipal Annexation, Section 43.028 and the City Charter.

RECOMMENDATION:

Approval of the Voluntary Annexation Ordinance in First Reading.

PREPARED BY:

Roberto Escobar,
Planning Director

APPROVED BY:

Benjamin Arjona, City
Manager

ORDINANCE NO.

AN ORDINANCE PROVIDING FOR THE EXTENSION ON CERTAIN BOUNDARY LIMITS OF THE CITY OF SAN JUAN, TEXAS; AND THE VOLUNTARY ANNEXATION OF A 5.68-ACRE TRACT OF LAND OUT OF LOTS 4, 5 AND 6, BLOCK 27, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, AS PER VOLUME 1, PAGES 24-26, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 881147 AND 881148, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

WHEREAS, Section 43.067 of the Texas Local Government Code provides for an alternate to the standard annexation proceedings where the property owner petitions for annexation; and

WHEREAS, the City Commission of the City of San Juan has decided to extend the corporate limits to include tracts of land adjacent to our present corporate limits as shown in **Exhibit "A"**; and

WHEREAS, the hereinafter described territory lies within the extraterritorial of the City of San Juan, Texas; and

WHEREAS, the territory hereinafter described contains approximately 5.68 acres of land; and

WHEREAS, a notice of the City of San Juan proposed annexation was published in a newspaper having general circulation in the City of San Juan, Texas January 20, 2021 and February 17, 2021 and was published between 11th day and 20th day before the public hearing dates; and

WHEREAS, the first public hearing was held at 6:00 pm on February 9, 2021 at the San Juan Memorial Library, located at 1010 S. Standard Avenue, in San Juan, Texas and second public hearing was held at 6:00 pm on March 9, 2021 at San Juan Memorial Library, located at 1010 S. Standard Avenue, in San Juan, Texas so that all interested parties were provided the opportunity to be heard regarding the proposed annexation of those tracts hereinafter described; and

WHEREAS, the enclosed municipal service plan for the proposed annexation was available for public inspection and explained in response to questions asked; and

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF SAN JUAN, THAT;

Exhibit "B"

SECTION I: The following described in **Exhibit "B"** land and territory adjacent to and adjoining the City of San Juan, Texas is hereby added and annexed to the City of San Juan, Texas, and the property herein described is altered and amended so as to include such areas within the corporate limits of the City of San Juan. The description of the property to be annexed is as follows:

THE 5.68 ACRE TRACT OF LAND OUT OF LOTS 4, 5 AND 6, BLOCK 27, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE PLAT OR MAP THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 881147 AND 881148, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING at a cotton picker spindle found on the South line of Lot 5 and in the centerline of Hall Acres Road for the Southwest corner of the OC Development, LTD. Tract (an 18.32 acre tract of land out of Lot 5, Block 27, Alamo Land and Sugar Company's Subdivision, and according to Warranty Deed with vendor's lien recorded under County Clerk's document number 3055217, Official Records, Hidalgo County, Texas) and the Southeast corner of this tract, said spindle bear East, 27.90 feet from the Southwest corner of Lot 5.

THENCE; West, along the South line of Lots 5 and 6, and the centerline of Hall Acres Road, passing at 27.90 feet a common corner for Lots 5 and 6, a total distance of 150.00 feet to a cotton picker spindle found for the Southeast corner of the OC Development, LTD. Tract (A 23.70 acre tract of land out of Lot 6, Block 27, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, and out of Lot 10, Stewart's Addition to Conway Gardens, Hidalgo County, Texas, according to the plat or map recorded in Volume 0, Page 43, Map Records, Hidalgo County, Texas, and according to Warranty Deed with vendor's lien recorded under County Clerk's Document Number 3052570, Official Records, Hidalgo County, Texas) and the Southwest corner of this tract.

THENCE; North, along the East line of the OC Development, LTD. Tract, passing a ½" iron rod found at 20.00 feet for the North Right of Way line of Hall Acres Road, a total distance of 1, 320.00 feet to a ½" iron rod with cap stamped Pena found on the North line of Lot 6 for the Northeast corner of said tract and an exterior corner of this tract.

THENCE; East, along the North line of Lot 6, a distance of 122.10 feet to a ½" iron rod with cap stamped RPLS 4856 set for a common corner of Lots 4, 5 and 6, and an interior corner of this tract.

THENCE; North, along the West line of Lot 4, a distance of 330.00 feet to a ½" iron rod with cap stamped RPLS 4856 set for the Southwest corner of the Hidalgo County Drainage District No. 1 Tract (A 1.136 acre tract out of Lot 4, Block 27, Alamo Land and Sugar Company's Subdivision, according to Special Warranty Deed recorded under County Clerk's Document Number 881150, Official Records, Hidalgo County, Texas) and the Northwest corner of this tract.

THENCE; East, along the South line of the Hidalgo County Drainage District No. 1 Tract, a distance of 150.00 feet to a ½" iron rod with cap stamped RPLS 4856 set for the Northwest corner of the RK Development & Construction, LLC. Tract (An 8.864 acre tract of land out of Lot 4, Block 27, Alamo Land and Sugar Company's Subdivision, according to General Warranty Deed recorded under County Clerk's Document Number 3059228, Official Records, Hidalgo County, Texas) and the Northeast corner of this tract.

THENCE; South, along the West line of the RK Development & Construction, LLC. Tract, a distance of 330.00 feet to a ½" iron rod with cap stamped RPLS 4856 set on the South line of Lot 4, on the North line of Lot 5, and on the North line of the OC Development, LLC. Tract for an exterior corner of this tract.

THENCE; West, along the South line of Lot 4, the North line of Lot 5 and the North line of the OC Development, LTD. Tract, a distance of 122.10 feet to ½" iron rod with cap stamped RPLS 4856 found for the Northwest corner of said tract and an interior corner of this tract.

THENCE; South, along the West line of the OC Development, LTD. Tract, passing a ½" iron rod with cap stamped RPLS 4856 found at 1,300.00 feet for the North Right of Way line of Hall Acres Road, a total distance of 1, 320.00 feet to the point of beginning and containing 5.68 acres of land more or less.

Bearings are in accordance with Vianey Estates, recorded in Volume 45, Page 125, Map Records, Hidalgo County, Texas.

SECTION II: The service plan attached to this ordinance as **Exhibit "C"** and being the same service plan presented at the public hearing held regarding this annexation, is hereby approved by the City Commission of the City of San Juan, Texas provided that's such service plan may be amended or repealed in accordance with Section 43.0672 of the Local Government Code, when in the opinion of the City Commission, changed conditions or subsequent occurrences make the plan unworkable or obsolete.

SECTION III: The herein above described property and the area so annexed shall be a part of the City of San Juan, Texas and the property so added hereby shall bear its pro rata share of taxes levied by the City of San Juan, Texas, and inhabitants thereof shall be entitled to all of the rights and privileges of the citizens of San Juan, Texas, in areas having similar characteristics of topography, land utilization and population density, and shall be bound by the acts ordinances, resolutions and regulations of the City of San Juan, Texas.

SECTION IV: The zoning of the property shall be classified as Single-Family Residence District (R-S).

SECTION V: Upon annexation of the herein above described property, the acreage within the city limits of San Juan after annexation will be increased in an amount which does not exceed the statutory limitation as set out in Chapter 43 of the Texas Local Government Code.

SECTION VI: Upon the approval of the second and final reading hereof, the City Secretary of the City of San Juan is hereby authorized and directed to cause a true and correct copy of the caption of this ordinance, including the general description of the property annexed to be published in a newspaper of general circulation in San Juan, Texas.

SECTION VII: If any part, phrase or sentence of this Ordinance is held void or unconstitutional by a Court or competent jurisdiction, or if any tract of land or portion of any tract of land hereby annexed shall be held to be ineligible for annexation or wrongfully annexed, the remaining portions of this Ordinance and the remaining tracts so annexed shall be considered severable and shall remain in full force and effect.

SECTION VIII: In accomplishing the annexation of the territory annexed by this Ordinance, the City of San Juan has strictly followed the provisions of State Law and the cases as they apply to annexations and any possible deviation from special provisions was unintentional and not material to the accomplishment of this annexation.

PASSED and APPROVED on first reading on the 23rd day of March, 2021.

PASSED and APPROVED on second reading on the ____ day of _____, 2021.

CITY OF SAN JUAN

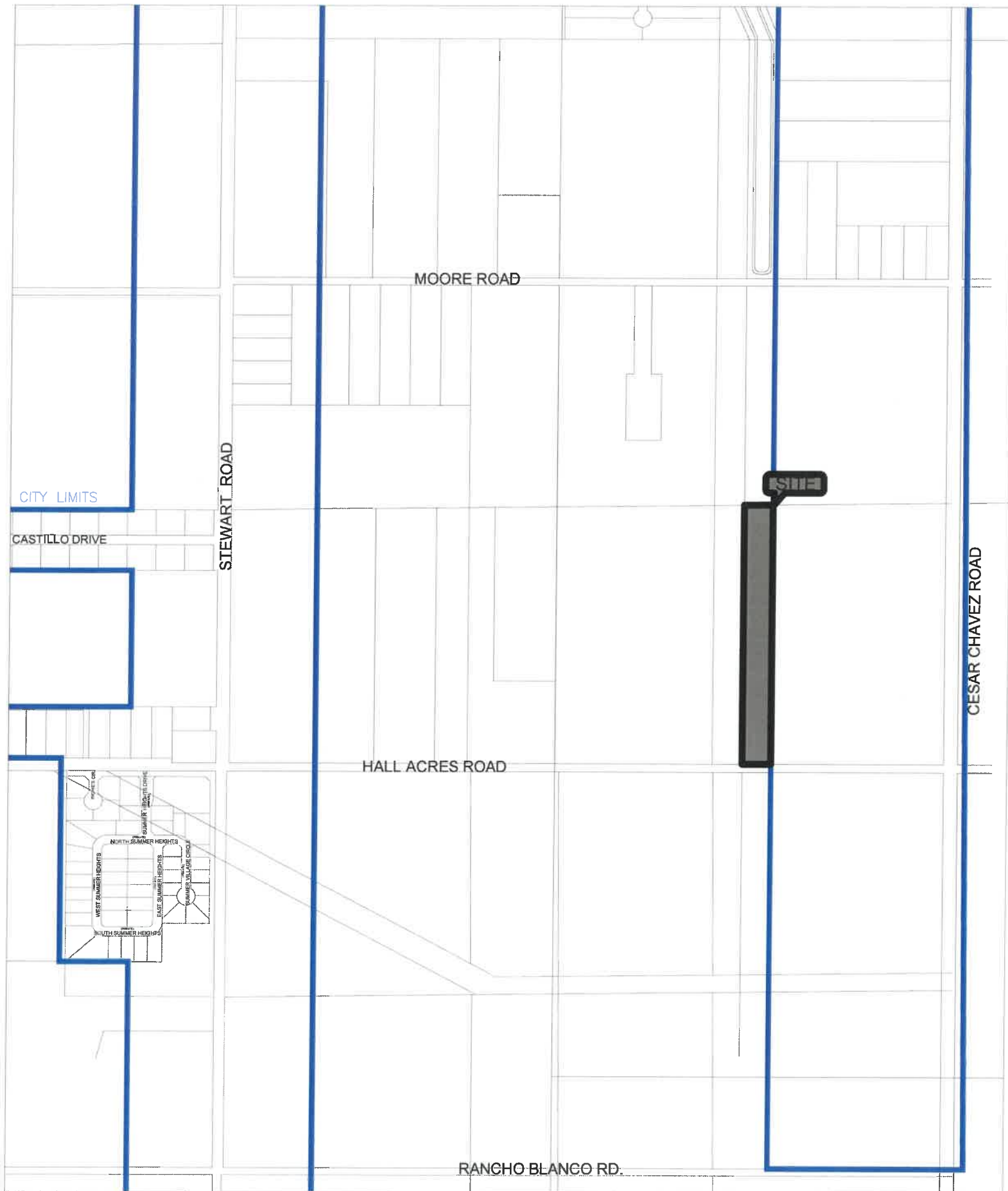
MARIO GARZA, Mayor

ATTEST:

DIANA CAVAZOS, City Secretary

APPROVED BY:
Palacios, Garza & Thompson, P.C.

City Attorney



Legend

- CITY LIMITS
- Proposed area

Exhibit "A"

Voluntary Annexation Petition for a Hidalgo County Drainage Canal being a 5.68 acre tract of land out of Lots 4, 5 and 6, Block 27, Alamo Land and Sugar Company's Subdivision, Hidalgo County, as Requested by the Hidalgo County Drainage District No. 1.





QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors

Alfonso Quintanilla, P.E., R.P.L.S. Eulalio Ramirez, P.E.
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
Municipal & County Projects ★ Subdivisions ★ Surveys
124 E. Stubbs, Edinburg, Texas 78539
Phone 956/381-6480 Fax 956/381-0527

METES AND BOUNDS

A 5.68 ACRE TRACT OF LAND OUT OF LOTS 4, 5 AND 6, BLOCK 27, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE PLAT OR MAP THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 881147 AND 881148, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A COTTON PICKER SPINDLE FOUND ON THE SOUTH LINE OF LOT 5 AND IN THE CENTERLINE OF HALL ACRES ROAD FOR THE SOUTHWEST CORNER OF THE OC DEVELOPMENT, LTD. TRACT (AN 18.32 ACRE TRACT OF LAND OUT OF LOT 5, BLOCK 27, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 3055217, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHEAST CORNER OF THIS TRACT, SAID SPINDLE BEARS EAST, 27.90 FEET FROM THE SOUTHWEST CORNER OF LOT 5.

THENCE; WEST, ALONG THE SOUTH LINE OF LOTS 5 AND 6, AND THE CENTERLINE OF HALL ACRES ROAD, PASSING AT 27.90 FEET A COMMON CORNER FOR LOTS 5 AND 6, A TOTAL DISTANCE OF 150.00 FEET TO A COTTON PICKER SPINDLE FOUND FOR THE SOUTHEAST CORNER OF THE OC DEVELOPMENT, LTD. TRACT (A 23.70 ACRE TRACT OF LAND OUT OF LOT 6, BLOCK 27, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, AND OUT OF LOT 10, STEWART'S ADDITION TO CONWAY GARDENS, HIDALGO COUNTY, TEXAS, ACCORDING TO THE PLAT OR MAP RECORDED IN VOLUME 0, PAGE 43, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 3052570, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; NORTH, ALONG THE EAST LINE OF THE OC DEVELOPMENT, LTD. TRACT, TRACT, PASSING A 1/2" IRON ROD FOUND AT 20.00 FEET FOR THE NORTH RIGHT OF WAY LINE OF HALL ACRES ROAD, A TOTAL DISTANCE OF 1,320.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED PEN A FOUND ON THE NORTH LINE OF LOT 6 FOR THE NORTHEAST CORNER OF SAID TRACT AND AN EXTERIOR CORNER OF THIS TRACT.

THENCE; EAST, ALONG THE NORTH LINE OF LOT 6, A DISTANCE OF 122.10 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR A COMMON CORNER OF LOTS 4, 5 AND 6, AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; NORTH, ALONG THE WEST LINE OF LOT 4, A DISTANCE OF 330.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE SOUTHWEST CORNER OF THE HIDALGO COUNTY DRAINAGE DISTRICT No.1 TRACT (A 1.136 ACRE TRACT OUT OF LOT 4, BLOCK 27, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 881150, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; EAST, ALONG THE SOUTH LINE OF THE HIDALGO COUNTY DRAINAGE DISTRICT No.1 TRACT, A DISTANCE OF 150.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE NORTHWEST CORNER OF THE RK DEVELOPMENT & CONSTRUCTION, LLC TRACT (AN 8.864 ACRE TRACT OF LAND OUT OF LOT 4, BLOCK 27, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO GENERAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 3059228, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; SOUTH, ALONG THE WEST LINE OF THE RK DEVELOPMENT & CONSTRUCTION, LLC TRACT, A DISTANCE OF 330.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE SOUTH LINE OF LOT 4, ON THE NORTH LINE OF LOT 5, AND ON THE NORTH LINE OF THE OC DEVELOPMENT, LLC TRACT FOR AN EXTERIOR CORNER OF THIS TRACT.

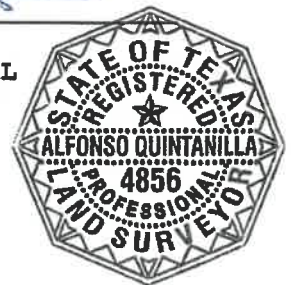
THENCE; WEST, ALONG THE SOUTH LINE OF LOT 4, THE NORTH LINE OF LOT 5 AND THE NORTH LINE OF THE OC DEVELOPMENT, LTD. TRACT, A DISTANCE OF 122.10 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR THE NORTHWEST CORNER OF SAID TRACT AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; SOUTH, ALONG THE WEST LINE OF THE OC DEVELOPMENT, LTD. TRACT, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND AT 1,300.00 FEET FOR THE NORTH RIGHT OF WAY LINE OF HALL ACRES ROAD, A TOTAL DISTANCE OF 1,320.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.68 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH VIANEY ESTATES, RECORDED IN VOLUME 45, PAGE 125, MAP RECORDS, HIDALGO COUNTY, TEXAS.

DATE PREPARED: NOVEMBER 3, 2020


ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4856



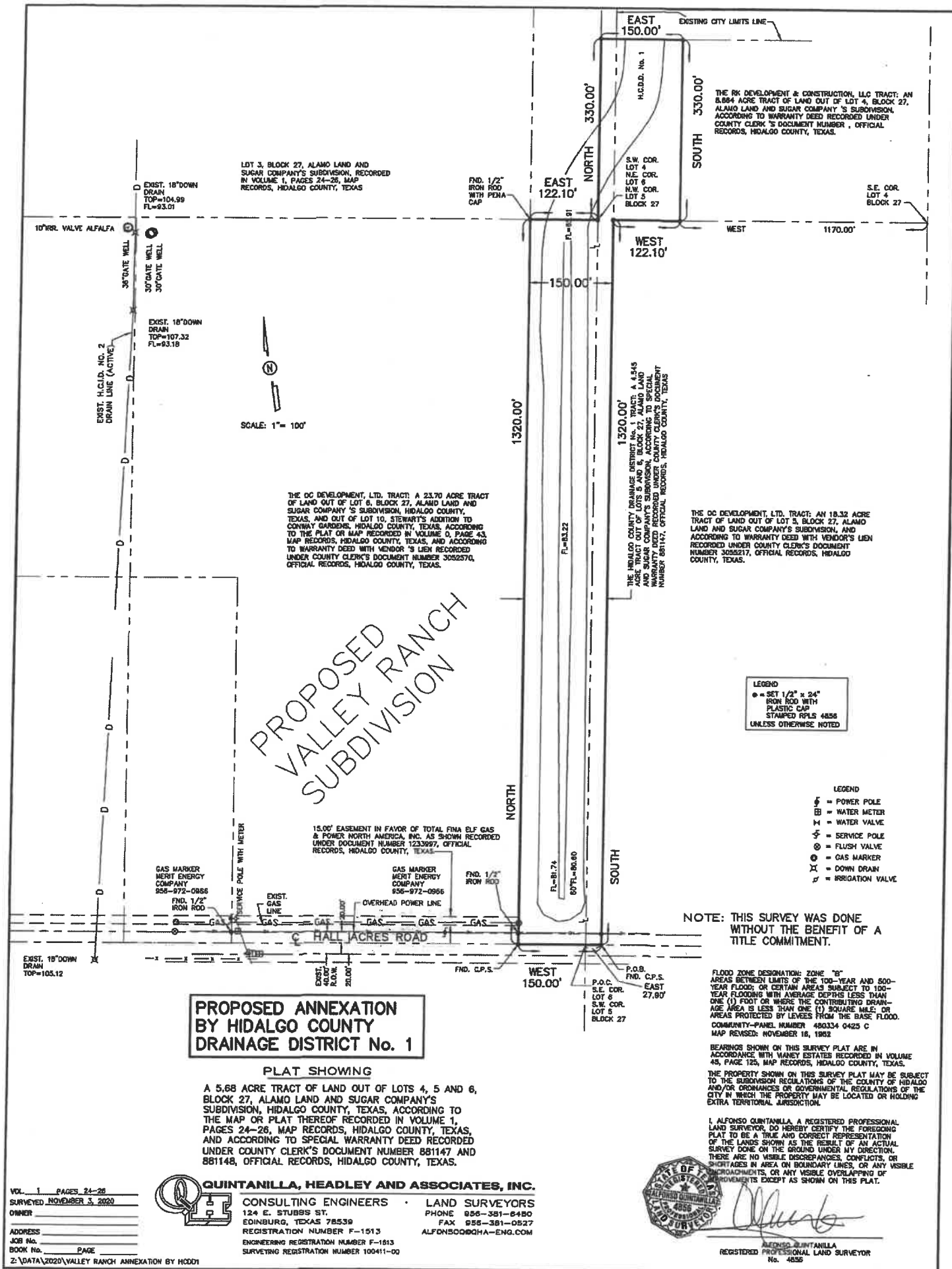


EXHIBIT C

ANNEXATION MUNICIPAL SERVICE PLAN AGREEMENT

POLICE

Existing Services: None by the City of San Juan

Services to be provided: Currently, the area is under the jurisdiction of the Hidalgo County Sheriff's Office. However, upon annexation, the City of San Juan Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriation.

FIRE PROTECTION & AMBULANCE SERVICE

Existing Services: None by the City of San Juan

Services to be provided: Fire protection will be available to the area upon annexation. Primary fire response will be provided by the San Juan Fire Department staff and personnel located at 709 S. Nebraska Avenue, San Juan, Texas and 2301 N. Raul Longoria Road, San Juan, Texas. Adequate fire protection activities can be afforded to the annexed area within current budget appropriation. Fire prevention activities will be provided by the Fire Inspector's office as needed. Ambulance service will be provided with response to all dispatched calls and request for service on assistance within the newly annexed areas.

BUILDING INSPECTION & CODE ENFORCEMENT DIVISION

Existing Services: None by the City of San Juan

Services to be provided: The Building Inspection Department will provide Code Enforcement Services upon annexation. This includes issuing building, electrical and plumbing permit for any new construction and remodeling, and enforcing all other applicable codes with regulated building construction within the City of San Juan.

PLANNING AND ZONING

Existing Services: None by the City of San Juan

Services to be provided: The Planning and Zoning Department's responsibility for regulating development and land use through the administration of the City of San Juan Zoning Ordinance will extend to this area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of San Juan Subdivision Ordinance. These services can be provided within the department's current budget.

LIBRARY

Existing Services: Areas are currently being serviced by the City of San Juan.

Services to be provided: Library use privileges are currently available to anyone residing in this area. These privileges can be provided within the current budget appropriation.

The San Juan Memorial Library serves as a community resource to the citizens of San Juan and surrounding communities. The library has a collection of over 34,000 books along with a variety of DVD movies available for check out. We also provide fifty personal computers with internet access as well as MS Office and four children's computers with many fun and educational programs.

STREET

Existing Services: County Street Maintenance

Services to be provided: Maintenance to the street facilities will be provided by the City of San Juan upon the effective date of the annexation. This service can be provided within the current budget appropriation. For streets that will require major improvements the service plan will address those concerns within two and a half (2 ½) years and complete the work within four and a half (4 ½) years.

STORM WATER MANAGEMENT

Existing Services: None by the City of San Juan

Services to be provided: For new areas to be developed, developers will provide storm water drainage at their own expense and will be inspected by the City Engineers at time of completions. The City of San Juan will then maintain the drainage upon approval. For existing development the City will conduct public awareness and education activities on **Storm Water Management Plan** (MS4 Permit) and the **Clean Water Act**.

STREET LIGHTING

Existing Services: None by the City of San Juan

Services to be provided: The City of San Juan will coordinate any request for improved street lighting with the local electric provider in accordance with standard policy. The city will be installing additional street lighting in areas that are below standards.

TRAFFIC ENGINEERING

Existing Services: None by the City of San Juan

Services to be provided: The City Engineer will work with Texas Department of Transportation (TxDOT) to provide, after the effective date of annexation, any additional traffic control devices, such as traffic lights and stop signs to improve the safety of traffic in the area.

WATER SERVICE

Existing Services: Areas are currently being serviced by the Military Water Supply Corporation.

Services to be provided: Water service is currently provided to the area in accordance with the applicable codes and department policy. When other property develops in the adjacent area, water service shall be provided in accordance with extension ordinance. Extension of service shall comply with City codes and ordinances.

SANITARY SEWER SERVICES

Existing Services: Sewer services currently being provided by on site sewer facilities (OSSF).

Service to be provided: Sanitary sewer service to the area of proposed annexation will be provided in accordance with applicable codes and departmental policy. When property develops in the adjacent areas, sanitary sewer service shall be provided in accordance with the present extension ordinance. Extension of service shall be provided in accordance with the present extension ordinance. Extension of service shall comply with applicable codes and ordinances.

SOLID WASTE SERVICE

Existing Services: None

Service to be provided: Solid Waste Collection shall be provided to the area of annexation in accordance with the present ordinance. Service shall comply with existing City policies, beginning with occupancy of structures. Such Service will be required no later than expiration of any current contract citizen has in effect at the time of annexation.

MISCELLANEOUS

All other applicable municipal services will be provided to the area in accordance with the City of San Juan established policies governing extension of municipal services to newly annexed areas.

Furthermore, the City of San Juan, Texas, finds and determines the rural nature of the area is characteristically different from other more highly developed areas within the corporate limits of the City of San Juan, Texas. Consequently, because of the differing characteristics of topography, land utilization and population density, the service levels which may ultimately be provided in the newly annexed area may differ somewhat from series provided in other areas of the City of San Juan, Texas. These differences are specifically dictated because of differing characteristics of the property and the City of San Juan, Texas, will undertake to perform consistent with the contract so as to provide this newly annexed area the same type, kind and quality of service presently enjoyed by the citizens of the City of San Juan, Texas, who reside in areas of similar topography, land utilization and population.

Legal Description: Being a 5.68 acre tract of land out of Lots 4, 5 and 6, Block 27, Alamo Land and Sugar Subdivision, as per Volume 1, Page 24 - 26, Map Records of Hidalgo County, Texas.

EXECUTED this _____ day of _____, A.D. 2021.

Richard, F. Cortez, Chairman of the Board
Hidalgo County Drainage District No. 1

Acknowledgment

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on the _____ day of _____, 2021.

Notary Public – State of Texas

Accepted by:

CITY OF SAN JUAN

By: _____
Benjamin Arjona, City Manager

Approved as to form:

By: _____
City Attorney

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
MARCH 23, 2021

Consider Adoption of an Ordinance in First Reading Amending Appendix A - Unified Development Code, Chapter 3 - Subdivision Regulations, Article III Procedures and Requirements, Section 3.00 Design Standards, Subsection (i) Parks and Playgrounds, Paragraph (3) Park Dedication or Fees-In-Lieu of Requirements of the City of San Juan's Code of Ordinances for the Purpose of Establishing Certain Fees in Lieu of Parkland Dedication.; Providing for an Effective Date; Providing for Publication; Providing for Codification; Providing for a Severalty Clause; and Providing for a Repealer Clause.

STAFF COMMENTS AND RECOMMENDATIONS:

RECOMMENDATION:

PREPARED BY:

Roberto Escobar,
Planning Director

APPROVED BY:

Benjamin Arjona, City
Manager

ORDINANCE NO. 2021-XX

AN ORDINANCE AMENDING APPENDIX A - UNIFIED DEVELOPMENT CODE, CHAPTER 3-SUBDIVISION REGULATIONS, ARTICLE III PROCEDURES AND REQUIREMENTS, SECTION 3.00 DESIGN STANDARDS, SUBSECTION (i) PARKS AND PLAYGROUNDS, PARAGRAPH (3) PARK DEDICATION OR FEES-IN-LIEU OF REQUIREMENTS OF THE CITY OF SAN JUAN'S CODE OF ORDINANCES FOR THE PUPOSE OF ESTABLISHING CERTAIN FEES IN LIEU OF PARKLAND DEDICATION; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR PUBLICATION; PROVIDING FOR CODIFICATION; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR A REPEALER CLAUSE.

WHEREAS, the City of San Juan provides the Planning Department Services to community developers and contractors and a fee in lieu of parkland dedication is necessary to secure future parkland growth to offset the costs incurred by the City in doing so; and

WHEREAS, the City of San Juan currently provides for the a fee in lieu of parkland dedication under Appendix A -Unified Development Code, Chapter 3 Subdivision Regulations, Article III Procedures and Requirements, Section 3.00 Design Standards, Subsection (i) Parks and Playgrounds, Paragraph (3) Park Dedication or Fees in Lieu of Requirements; and

WHEREAS, after review of the current fees in lieu of parkland dedication, the City Commission desires to amend such fees and the terms of payment.

THEREFORE, BE IT ORDAIND BY THE CITY COMMISSION OF THE CITY OF SAN JUAN, TEXAS THAT:

SECTION 1: APPENDIX A - UNIFIED DEVELOPMENT CODE, CHAPTER 3-SUBDIVISON REGULATIONS, ARTICLE III PROCEDURES AND REQUIREMENTS, SECTION 3.00 DESIGN STANDARDS, SUBSECTION (i) PARKS AND PLAYGROUNDS, PARAGRAPH (3) PARK DEDICATION OR FEES-IN-LIEU OF REQUIREMENTS OF THE CITY OF SAN JUAN'S CODE OF ORDINANCES is hereby amended to modify fees in lieu of parkland dedication, including terms of payment of the parkland fees by deleting the stricken out provisions below and adding the underlined provisions below:

~~(3) Park dedication or fees in lieu of requirements~~

~~In lieu of requiring developers to dedicate a portion of each new residential subdivision for parks and recreational areas, each developer is required, as a condition of plat approval, to contribute the following amounts of money to the City, to be set aside, dedicated and used by the City for the purchase and development of parks and recreational areas:~~

~~(A) \$300 per lot being platted for single family residential purposes;~~

~~(B) \$250 per dwelling unit being platted for multifamily residential purposes;~~

~~(C) \$250 per acre being platted for commercial or industrial purposes.~~

~~The amount of the park fee to be paid by each developer as indicated shall be increased each year by \$25.00 dollars per lot or by the latest adopted city fee schedule, after the effective date of this paragraph, on January 1st[.]~~

(3) Fee In Lieu of Parkland Dedication

(A) In lieu of requiring the dedication of parkland for parks and recreational areas, a parkland fee is required to be paid, as a condition of plat approval, in the following amounts to the City, to be set aside, dedicated and used by the City for the purchase and development of parks and recreational areas:

- (i) \$675 per lot being platted for single-family residential purposes;
- (ii) \$675 per dwelling unit being platted for multi-family residential purposes; and
- (iii) \$675 per acre being platted for commercial or industrial purposes.

(B) The amount of fee to be paid as indicated in paragraph (A) above shall be increased each year by \$25 dollars or by the latest adopted city fee schedule, whichever fee is greater, after the effective date of this paragraph, on January 1st.

<u>Annual Increasing Fee Schedule</u>		
<u>From:</u>	<u>To:</u>	<u>Fee Per Lot/Unit/Acre</u>
<u>January 1, 2021</u>	<u>December 31, 2021</u>	<u>\$675</u>
<u>January 1, 2022</u>	<u>December 31, 2022</u>	<u>\$700</u>
<u>January 1, 2023</u>	<u>December 31, 2023</u>	<u>\$725</u>
<u>January 1, 2024</u>	<u>December 31, 2024</u>	<u>\$750</u>
<u>January 1, 2025</u>	<u>December 31, 2025</u>	<u>\$775</u>

(C) Timing of Payment.

- (i) For development or construction that is located within the City's Extraterritorial Jurisdiction (ETJ) or if the proposed development or construction is commercial or industrial (whether located within the City's ETJ or within the City), the full payment of the fee in lieu of parkland dedication shall be made at or prior to the time of recording the final plat.
- (ii) For residential development or construction located within the City's corporate limits, such payment in lieu of land shall be made at or prior to the time of recording the final plat, or, if no plat is required, prior to the issuance of a building permit.
- (iii) In the alternative, for residential development or construction located within the City's corporate limits, 50% of the fee in lieu of parkland dedication may be made at the time of the plat approval, and the other 50% at the time of building permit with the fee allocated to each building permit applicant according to their pro rata share. If this alternative is selected, and as a conditional for final plat approval, the final plat:
 - (a) must contain a note that indicates that a fee in lieu parkland must be paid prior to the construction of a dwelling unit; and
 - (b) that the fee in lieu of parkland to be paid shall be in the amount that is required at the time the building permit application is submitted.

SECTION 2: Effective Date. This ordinance shall take effect after a second reading, where it is read, considered and adopted by the City Commission and until after (15) days has passed after its first reading.

SECTION 3: Publication. The City Secretary of the City of San Juan is hereby authorized and directed to cause the caption of this ordinance to be published in a newspaper having general circulation in San Juan, Texas.

SECTION 4. Codification. The City Secretary is hereby directed to cause this Ordinance to be codified in the Code of Ordinances of the City of San Juan, Texas, and in accordance with the applicable laws of this State.

SECTION 5: Severability. If any section, part, or provision of this Ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Commission in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

SECTION 6: Repealer Clause. This Ordinance shall be cumulative of all other ordinances dealing with the same subject and any provision of any ordinance in direct conflict with any provision of this Ordinance is hereby repealed and the provisions of this Ordinance shall supersede any provisions in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

READ, PASSED AND APPROVED ON FIRST READING at a regular meeting of the City Commission of the City of San Juan, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Codes Annotated, Government Code, Section 551.041 on the 23rd day of March, 2021.

READ, PASSED AND APPROVED IN SECOND READING at a regular meeting of the City Commission of the City of San Juan, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Codes Annotated, Government Code, Section 551.041 on the ____ day of April, 2021.

CITY OF SAN JUAN, TEXAS

BY: _____
Mario Garza, Mayor

ATTEST:

BY: _____
Diana Cavazos, City Secretary

APPROVED AS TO FORM:

Palacios Garza & Thompson, P.C.

BY: _____
City Attorney

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
MARCH 23, 2021

Discussion and Possible Action to Approve an Inter-Local Billing Agreement Between the City of San Juan, Texas and Military Highway Water Supply Corporation and Authorize the Mayor to Execute all Related Document and Budget Amendment as Needed.

STAFF COMMENTS AND RECOMMENDATIONS:

The agreement to have MHWSC bill customer within their service area for city services to include solid waste collection, sewer service and a storm water fee.

Currently Summer Heights and Hall Acre Estates are not being billed for sewer service.

The Agreement will include the Following Subdivisions:

Summer Heights Subdivision
Hall Acre Estates
Vianey Subdivision
Gary Jackson Subdivision
Stewart South Subdivision
Castillo Subdivision
Valley Ranches
Valley Ranches Phase II
Cesar Heights Subdivision

RECOMMENDATION:

Approve Agreement as Presented.

PREPARED BY:

David Salinas,
Director of Utilities

APPROVED BY:

Benjamin Arjona, City
Manager

Inter-Local Billing Agreement Between The City of San Juan and Military Highway Water Supply Corporation For Summer Heights Subdivision, Hall Acre Estates, Valley Ranch Subdivision and Valley Ranch Subdivision, Gary Jackson Subdivision, Vianey Estates and Vianey Estates Phase II, Cesar Heights Subdivision, Stewart South Subdivision and Castillo Subdivision.

Military Highway Water Supply Corporation ("MHWSC") and the City of San Juan, Texas (hereinafter referred to as "City" for the consideration and purposes herein expressed enter into the following agreement regarding sewer, stormwater and garbage collection services provided by the City to various residents:

WHEREAS, the City is a political subdivision of the State of Texas; and

WHEREAS, MHWSC is a nonprofit water supply corporation organized under the applicable provisions of the Texas Water Code; and

WHEREAS, MHWSC provides retail water utility service in City, pursuant to Texas Commission on Environmental Quality Certificates of Convenience and Necessity; and

WHEREAS, City provides solid waste disposal service and sewer services to its residents, some of whom are provided water utility services by MHWSC; and

WHEREAS, it is recognized that the provision of solid waste disposal service and sewer services to City residents is integrally related to MHWSC's separate provision of water service to City customers such that joint billing and collection practices are in the public interest;

WHEREAS, City also assesses all residents a "Stormwater Fee" which is also billed to customers along with the solid waste disposal fees and sewer fees, said fees collectively hereinafter called "City Fees".

WHEREAS, the City desires to enter into an agreement with MHWSC to facilitate the billing and collection of charges due from the City's residents for City Fees;

NOW, THEREFORE, the City and MHWSC agree as follows:

1. Agency of MHWSC/Customer List. Subject to the terms of this Agreement, MHWSC agrees to serve as agent for the City for the purposes of billing and collecting solid waste disposal services fees and sewer service fees from customers of MHWSC who are required by the City to receive the solid waste disposal services and sewer services from the City. During the term of this agreement; the City will be solely responsible for providing to MHWSC, and at all times maintaining, a current list of its customers to be billed by MHWSC pursuant to the terms of this Agreement, which list shall contain the following information for each customer: a) the customer's name and address; (b) the amount to be billed; and (c) the MHWSC customer account number.

2. Notification to Customers City shall notify each existing customer in writing of the charges to be made and the manner of billing for City Services and certify to MHWSC when and to what addresses the notice has been sent. The City shall notify new customers in writing as they are acquired and certify to MHWSC in the same manner as for existing customers.
3. Payment Based on Solid Waste Disposal Rate Order for Garbage Collection. MHWSC agrees to add the City Fees to its monthly bills to customers. The City agrees to coordinate with MHWSC so that the payment for City Fees billed by MHWSC on City's behalf shall be due, at the same time and under the same terms as the payment billed by MHWSC for water utility services. Upon receipt of payment due to City for City Fees MHWSC will deposit such sums in an account in MHWSC's depository bank, comingled with payments made for MHWSC's water utility services. The funds less unpaid fees as set forth in this Agreement, shall be sent to the City in the amounts due as reflected on MHWSC's monthly accounting to City, less MHWSC's unpaid fees as set forth in this Agreement. Such funds will be forwarded to the City at least once a month. At the time such funds are forwarded to the City, MHWSC will also forward an accounting of the customers from whom payment is received and the fees retained by MHWSC from payments made by the customers. City may audit the billings and payments made pursuant to this Agreement with prior notice of at least 7 days and during MHWSC's business hours.
4. Priority. When payment for water and City Fees by any customer is made, MHWSC shall apply the funds paid first to any indebtedness of the customer to MHWSC and then to the payment of any indebtedness to the City.
5. Delinquency/Disconnection. MHWSC agrees to use its best efforts, in the exercise of the discretion granted under this Agreement, to collect City Fees due to City from MHWSC's customers. If at any time any customer fails to pay any amounts collectible by MHWSC pursuant to the terms of this Agreement, MHWSC may elect to terminate water utility services to the customer as deemed appropriate by MHWSC in accordance with applicable law and the procedure specified in any applicable water tariff and service regulations of MHWSC then in effect. MHWSC's failure to disconnect any service shall not be an event of default under this Agreement. MHWSC shall notify City of all customer accounts which are delinquent and have been disconnected. The customer whose service has been disconnected for failure to pay City Fees will pay MHWSC the amount specified in MHWSC tariff for disconnect and reconnect charges.
6. Reconnection. In the event water services is disconnected for nonpayment of City Fees, except as otherwise required by the law or as agreed to by the City, MHWSC agrees not to provide water services to that customer until MHWSC receives payment of all delinquent City Fees, plus any applicable charges which are then collectible in accordance with the City's ordinances or other applicable law.

7. Affect on Provision of Water. This Agreement shall not affect or in any way impair MHWSC's rights and obligations with respect to its customers or the provision, of water and sewer utility services except as specifically and expressly set forth in this Agreement and as allowed by law.
8. Fees. For City Fee accounting and billing service provided by MHWSC, the City agrees to pay MHWSC the sum of **\$8.00** per account as an initial setup fee for establishing billing and collection services. A fee is to be paid by the City to MHWSC in the amount of **\$ 2.00** monthly for each account collected by MHWSC. A reinstatement fee (if reinstatement is necessary) of \$ 5.00 per account will be paid to MHWSC by the City.
9. Purpose of Agreement. This Agreement is made for the purpose of facilitating the billing and collection fees for solid waste disposal and sewer services provided by the City. No partnership or joint venture is intended to be created hereby. MHWSC's sole responsibility is that of the City's agent for billing and collection purposes.
10. Term. This Agreement shall be in effect until terminated as provided in Paragraphs 11 and 12 below.
11. Automatic Termination. If any provision of the Agreement is determined by any regulatory or judicial body to be invalid, in violation of any law, or to be contrary to the rules, regulations or orders of such body, or if any party to the agreement is ordered or required by such body not to comply with any provision of this Agreement, the Agreement automatically and without notice terminates without penalty at the time such order becomes final and no longer applicable.
12. Termination. Any party may terminate this Agreement without cause by giving sixty (60) days written notice to the other party of its intent to terminate the Agreement. Further MHWSC ceases to provide water services to its customers within City of San Juan, Texas, this Agreement will terminate as of the date those services are no longer provided by MHWSC.
13. Commitment of Current Revenues Only. In the event that, during any term hereof, the governing body of any party does not appropriate, sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon (60) days' written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period or each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903

14. Notices. Any notice of communication required or permitted to be given hereunder shall be sufficiently given when received by another party and must be mailed by certified mail; postage prepaid, return receipt requested, to the following addresses:

For the City

Mr. Benjamin Arjona
City Manager
City of San Juan
709 S. Nebraska Ave
San Juan, Texas 78598

For MHWSC

Ramon Rosales, Jr.
General Manager
Military Highway Water Supply Corporation
P.O. Box 250
Progreso, Texas

or at such other addresses as may hereafter be furnished in writing by any party to all other parties, and such notice shall be deemed to have been given as of the date so delivered and mailed.

15. No Third-Party Beneficiaries. This Agreement is not executed for the benefit of any third party and its terms shall not be enforceable by or in favor of any person or entity other than the express parties to this Agreement.
16. Miscellaneous Provisions. This Agreement contains all of the understandings and agreements between the parties with respect to the subject matter hereof, and the terms and conditions of the agreement may be changed only by written amendments agreed to by both parties. This Agreement replaces and supersedes all prior agreements of the parties with respect to the subject matter hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns; provided that, except as otherwise provided in this Agreement, no party may assign its interest in this Agreement without prior written consent of all other parties. A waiver by any party of a breach of this Agreement shall not be construed as a waiver of any subsequent breach of this Agreement. The section and subsection headings in this Agreement are for convenience. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and venue shall be in Hidalgo County, Texas.
17. Multiple Originals. This Agreement has been executed in multiple originals, each of which may be considered and used for all legal purposes as an original.

Executed on the dates set forth below.

Cipriano Naranjo, President
Military Highway Water Supply Corporation

Attest:

Jose F Gonzales, Sec.-Treasurer Secretary

Mario Garza, Mayor
City of San Juan, Texas

Attest:

Diana Cavazos, City Secretary

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
MARCH 23, 2021

Discussion and Possible Action to Approve the Renewal of the Wholesale Wastewater Treatment Inter-Local Agreement by and Between the City of San and North Alamo Water Supply Corporation and Authorize the Mayor to Execute all Related Documents and Budget Amendment as Needed.

STAFF COMMENTS AND RECOMMENDATIONS:

Staff Recommends Approval of the Wholesale Wastewater Treatment Inter-Local Agreement by and Between the City of Sna and North Alamo Water Supply Corporation.

Staff Recommends a \$.05 Cent increase per 1000 gals. The Average Cost to for the City to Treat 1000 Gallons of Wastewater is \$1.96. (FY 2019 and FY 2020)

RECOMMENDATION:

Staff Recommends the Agreement be Renewed with \$.05 Cent Increase per 1000 gals.

PREPARED BY:

David Salinas,
Director of Utilities

APPROVED BY:

Benjamin Arjona, City
Manager

COUNTY OF HIDALGO

§

§

CITY OF SAN JUAN

§

WHOLESALE WASTEWATER TREATMENT INTERLOCAL AGREEMENT

This Agreement made this _____ day of _____, 2020, is between the City of San Juan, Texas, a home rule municipal corporation (“**City**”), and North Alamo Water Supply Corporation, a non-profit corporation (duly organized and existing under the laws of the State of Texas (“**Corporation**”).

RECITALS

I. CONSTRUCTION OF IMPROVEMENTS

The Corporation agrees to construct, own, maintain and operate all improvements within its service area as may be necessary to effectuate this agreement. All sanitary sewers shall be designed in conformance with the most current revision of TCEQ's design criteria for domestic wastewater systems (30TAC Chapter 217).

II. WASTEWATER TREATMENT CAPACITY

The City currently has excess wastewater treatment capacity and agrees to maintain the availability of this treatment capacity for the Corporation's use for a period of five years, or until the Corporation constructs their own treatment facility, whichever occurs first. This agreement is to receive, transport, and treat a maximum average daily flow of up to 1,000,000 gallons. Once an amount of flow is provided to and accepted by the City then that amount of flow will continue to be received, transported, and treated by the City until the Corporation constructs their own treatment facility. Any future change in service by the City would need to be negotiated.

III. MONETARY CONSIDERATIONS

The Corporation shall bill and collect all wastewater charges in its service area. The City shall charge the corporation monthly for providing the sanitary sewer treatment service as measured by the lift station for the area described in **Exhibit “C”** hereto (“**the Area**”) and based upon the city's cost per 1,000 gallons of metered flow, calculated as follows:

Add 73% of the City's fixed rate to 73% of the City's variable rate of an average city dwelling, based upon 10,800 gallons of wastewater flow per dwelling, and divide the sum by

the average inside city dwelling usage, based upon 10,800 gallons to determine flowrate charge per 1,000 gallons.

The monthly flowrate charges as of the date of this Agreement is calculated as an example and hereby incorporated for all purposes as **Exhibit "A"**. The current schedule for City sewer service is attached as **Exhibit "B"** hereto and is incorporated by referenced herein for all purposes. The City may, as its sole discretion, modify these rates upon providing thirty (30) days written notice of any such modification to the Corporation, to be effective at the same time they become effective upon customers of the City who reside within the City limits.

IV. ENVIRONMENTAL

The Corporation shall not allow industrial customers to connect to the part of the improvement providing sanitary sewer service in its sewer CCN area without prior approval of the City.

It shall be the Corporation's obligation to calibrate its meter on an annual basis during the term of this Agreement. A copy of a Certified Calibration Certificate is due to the City no later than fifteen (15) days after calibration. If the City becomes aware of any discharge into its sewer system that can be traced to originating inside the corporation's sewer CCN area, that violates any state or federal rules or guidelines, then upon written notice, the Corporation shall cooperate with the City in an aggressive program to identify the source of the discharge and bring it into compliance. This could include terminating the violating connection, if necessary. If any fines or monetary charges are attributed to the City for any discharge originating inside the Corporation's sewer CCN area that violates any state or federal rules or guidelines, then the Corporation shall reimburse the City for any such fines or monetary charges and any reasonable expenses connected therewith. The City and the Corporation will cooperate to minimize any such fines or monetary charges and associated expenses. Nothing contained herein will prevent the Corporation from passing on any such payments to the source customer.

V. SERVICE ASSISTANCE

The Corporation may request City Service assistance on the sewer collection system it operates within the area during the term of this Agreement. The Corporation shall pay the City for equipment used and personnel services for such assistance as needed and at a rate agreed upon at the time.

VI. TERM OF AGREEMENT

The term of this Agreement shall commence upon the date this contract becomes fully executed and shall continue for a period of five (5) years, when this Agreement shall terminate, or be renewed for a like period, if mutually acceptable.

VII. COMMITMENT OF CURRENT REVENUES

In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

VIII. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and assigns.

IX. NO THIRD PARTY BENEFIT

This Agreement is not intended to benefit any third party nor to be interpreted as creating a partnership between parties.

X. INTEGRATION CLAUSE

This instrument contains the entire agreement between the parties relating to the rights granted and the obligations assumed in it. Any oral representations or modifications concerning this instrument shall be of no force or effect unless contained in a subsequent writing signed by the party to be charged.

XI. SEVERABILITY

If any term of provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provision of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

XII. DISPUTE RESOLUTION

It is the intent of the parties that litigation be avoided, and or in order to allow for the quick resolution of any and all disputes, if any, the parties hereby agree that any claims, demands or disputes that cannot be amicably resolved between the parties upon written request by either party shall be submitted within two weeks to a neutral, trained third party for assistance in dispute resolution by means of non-binding mediation.

In the event a resolution is not reached through non-binding mediation and litigation arises out of this agreement, the non-prevailing party shall pay the prevailing party all reasonable and necessary attorney fees, expenses and costs of court expended or incurred in connection with the litigation pursuant to Section 271.153 of the Texas Local Government Code or other authority.

XIII. INCORPORATION OF PREAMBLE RECITALS

The recitals contained in the preamble of this Agreement are hereby found to be true and such recitals are hereby made a part of this Agreement for all purposes and are adopted as part of the judgment and findings of the City and the Corporation.

XIV. EXECUTION

This Agreement is executed in duplicate copies, each of which shall be considered a true and original copy of this Agreement.

IN WITNESS WHEREOF, EXECUTED by City and Corporation, acting under the authority of their respective governing bodies in Triplicate Originals as of the date indicated above.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

CITY OF SAN JUAN
709 S. Nebraska
San Juan, Texas 78589

By: _____
Mario Garza, Mayor

ATTEST:

By: _____
Diana Cavazos, City Secretary

APPROVED ASD TO FORM:

PALACIOS GARZA & THOMPSON, P.C.

By: _____
City Attorney

NORTH ALAMO WATER SUPPLY
CORPORATION
420 S. Doolittle Road
Edinburg, Texas 78539-9078

By: _____
Steven P. Sanchez, General Manager

ATTEST:

By: _____
Nikki L. Reyes, Executive Secretary

APPROVED AS TO FORM:

By: _____
Richard W. Fryer, Attorney for
North Alamo Water Supply Corporation

EXHIBIT “A”

Assumed conditions are that the typical dwelling in the service area has 4.5 persons and consumes 100 gallons of water per person. Therefore, an average dwelling uses 450 gallons of water dwelling or 13,500 gallons of water per month per dwelling. To simulate the metered flow for wastewater, assume 80% of water usage is converted to wastewater flow; therefore, the monthly wastewater flow for this assumption is 10, 800 gallons per month per dwelling. The following flow rate charge is converted from the City of San Juan’s Rate Structure.

$$\text{Fix Rate (per Dwelling)} = \$11.00 \times 73\% = \$8.03$$

Variable Rates (per 1,000 gallons)

<u>Usage of Gallons</u>	<u>Years 2009</u>
0-10,999	\$1.52
11,000- 15,999	\$1.52
16,000- 25,999	\$1.88
26,000- Higher	\$2.48

$$\$1.52 \times 73\% = \$1.11$$

Therefore, the cost for an average dwelling is as follows:

$$\text{Fixed Rate} = \$8.03$$

Variable Rate based on 10,800 Gallons

$$10,800 \times \$1.11 = \$11.99$$

Fixed Rate + Variable Rate

$$\$8.03 + \$11.99 = \$20.02$$

$$= \frac{\$20.02 \times \text{gallons} \times 1,000}{10,800}$$

$$= \$1.85 \text{ per } 1,000 \text{ gallons}$$

EXHIBIT "B"

(b) Sewer Rate

- (1) General Code, Chapter 6, Division VI, SEWER RATES, SECTION 6.00 (a) RESIDENTIAL is amended to read as follows:

(A) The base rate for a residential account shall be \$11.00

(B) The rate of every 1,000 gallons of metered water consumption shall be determined as follows:

Usage in Gallons	Consumption Charge/1,000 gallons				
Year	2003	2004	2005	2006	2009
0-10,999	\$0.98	\$1.03	\$1.08	\$1.13	\$1.52
11,000-15,999	1.18	1.23	1.28	1.33	\$1.52
16,000-25,999	1.48	1.53	1.58	1.63	\$1.88
26,000-higher	1.98	2.03	2.08	2.13	\$2.48

- (2) General Code, Chapter 6, Division VI, SECTION 6.00, (b) is amended to read as follows: The sewer rates for commercial, industrial, and institutional users for sewer shall be \$1.40 for every 1,000 gallons of water consumed and a base charge of \$25.00 regardless of meter size.

Section 3.00 Severability If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 4.00 Texas Open Meetings Act Compliance. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of the meeting of the City Commission at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the administrative offices of the City for the time required by law preceding this meeting, as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended, and that the meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Commission further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 5.00 Repealer. Parts of any ordinance inconsistent herewith are hereby repealed to the extent of such inconsistency.

EXHIBIT "C"



FY 2018				
	451	600	610	620
Salaries & Wages				630
\$	98,094.34	\$ 400,553.87	\$ 243,936.38	\$ 253,556.97
Prof/Tech Svcs				
\$	-	\$ 44,972.68	\$ -	\$ 30,931.00
Corp Svcs & Oth Svcs				
\$	15,656.99	\$ 220,003.03	\$ 8,328.85	\$ 158,911.97
Supplies				
\$	3,594.23	\$ 361,997.37	\$ 37,374.25	\$ 80,452.84
Capital Outlay				
\$	-	\$ -	\$ -	\$ -
Miscellaneous				
\$	701.00	\$ 61,211.71	\$ 570.00	\$ 1,067.00
\$	118,046.56	\$ 1,088,738.66	\$ 290,209.48	\$ 493,988.78

\$	1,408,459.78	\$	1,240,602.80
	1,007,606,000		792,051,000
	0.001397828		0.001566317
	1.40	\$	1.57

FY 2019

	451	600	610	620	630
Salaries & Wages					
\$	132,457.33	\$ 403,118.48	\$ 229,009.48	\$ 228,744.75	\$ 216,353.71
Prof/Tech Svcs					
\$	46,017.50	\$ 24,729.19	\$ -	\$ -	\$ 25,731.00
Corp Svcs & Oth Svcs					
\$	10,077.59	\$ 165,167.47	\$ 29,800.13	\$ 253,108.56	\$ 413,305.24
Supplies					
\$	7,051.57	\$ 321,213.75	\$ 53,889.28	\$ 34,253.32	\$ 77,150.98
Capital Outlay					
\$	-	\$ -	\$ -	\$ -	\$ -
Miscellaneous					
\$	1,774.00	\$ 66,161.94	\$ 894.00	\$ 428.00	\$ 194,808.29
\$	197,377.99	\$ 980,390.83	\$ 313,592.89	\$ 516,534.63	\$ 927,349.22

\$	1,343,328.22	\$	1,493,228.35
	914,571,000		759,882,000
	0.001468807		0.001965079
	1.47		1.97

FY 2020

	451	600	610	620	630
Salaries & Wages					
\$ 182,951.14	\$ 523,093.54	\$ 229,048.25	\$ 282,481.15	\$ 241,025.55	
Prof/Tech Svcs					
\$ 700.00	\$ 39,809.17	\$ -	\$ 183.00	\$ 43,026.56	
Corp Svcs & Oth Svcs					
\$ 17,156.15	\$ 242,321.08	\$ 8,589.74	\$ 265,604.05	\$ 299,011.21	
Supplies					
\$ 14,580.01	\$ 334,484.34	\$ 41,861.66	\$ 64,543.87	\$ 71,544.47	
Capital Outlay					
\$ -	\$ -	\$ -	\$ -	\$ -	
Miscellaneous					
\$ 1,542.92	\$ 44,391.47	\$ 182.00	\$ 132.00	\$ 139,731.88	
\$ 216,930.22	\$ 1,184,099.60	\$ 279,681.65	\$ 612,944.07	\$ 794,339.67	

\$ 1,518,013.81	\$ 1,461,516.30
958,505,000	754,484,000
0.001583731	0.001937107
\$ 1.58	\$ 1.94

FY 2021

	451	600	610	620	630
Salaries & Wages					
\$	69,999.72	\$ 162,431.26	\$ 63,326.46	\$ 81,528.70	78385.64
Prof/Tech Svcs					
	48188.42	\$ 6,530.39	\$ -	\$ 3,000.00	12484
Corp Svcs & Oth Svcs					
	4032.69	\$ 49,368.39	\$ 5,729.80	\$ 40,023.16	104537.19
Supplies					
	2372.55	\$ 129,458.78	\$ 12,213.64	\$ 22,090.47	28072.39
Capital Outlay					
	0	\$ -	\$ -	\$ -	0
Miscellaneous					
	835	\$ 220,641.80	\$ 656.00	\$ 432.00	76475.88
\$	125,428.38	\$ 568,430.62	\$ 81,925.90	\$ 147,074.33	\$ 299,955.10

\$	214,921.80	\$ 681,713.62	\$ 478,386.53
\$	37,000.00	380,661,000	300,075,000
		0.001790868	0.001594223
		\$ 1.79	\$ 1.59

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
MARCH 23, 2021

Consider Selecting a Constructability Review Firm and Authorize the City Manager to Enter Into a Contract for Constructability Review Service Per RFQ 21-02-02-22.

STAFF COMMENTS AND RECOMMENDATIONS:

Consider Selecting a Constructability Review Firm

S&B Infrastructure

ASD Consultant, Inc.

AGCM

Construct Ability, LLC.

RECOMMENDATION:

Select Firm

PREPARED BY:

David Salinas,
Director of Utilities

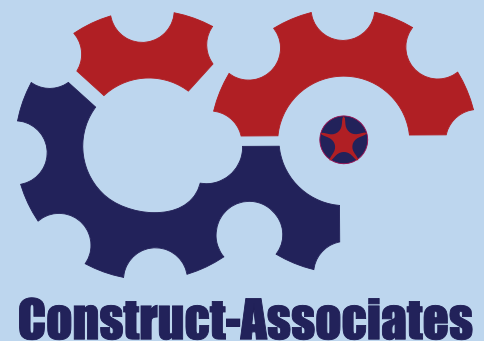
APPROVED BY:

Benjamin Arjona, City
Manager



City of San Juan
Solicitation 21-02-02-22
March 11, 2021

Statement of Qualifications





Section 1

Demonstrated Competence & Experience



CONSTRUCT
— ABILITY, LLC —



March 11, 2021
City of San Juan
Attn: Rene J. Jaime
Purchasing Agent
709 S. Nebraska Ave.
San Juan, Texas 78589-2649

Re: Constructability Review Services, Solicitation: 21-02-02-22

Mr. Jaime,

Construct-Ability, LLC has an industry leading approach that presents the City of San Juan with a unique opportunity to save money. Our company's pioneered approach to the requested services are built around one principal, *to provide the client with a "Constructible" project at fair market value*. The attached qualifications show our team's ability to assist in these tasks given our uniquely defined approach.

We have composed a team of qualified and experienced local construction and engineering professionals. Construct-Ability will lead this effort as Prime Consultant. We have also enlisted Construct-Associates as our sub-consultant fulfill our MBE participation goal. Construct-Associates will provide engineering support. The roles and responsibilities of Construct-Ability and Construct-Associates are detailed in section II.

Our unique approach to constructability review focuses on a team of cross trained professionals. Each team member is fully versed in the tasks used to perform our services. This will allow our entire staff to support the varying needs of each individual work order. Listed below are the participating team members for this project and their roles:

- Nick Carlisle –Project Manager / Chief Estimator / CAD Operator / Scheduling Tech II
- Clifton Robinson – Assistant Project Manager / QA-QC / Estimator III / CAD Designer/ Scheduling Tech II
- Zachary Correa –CAD Operator / Estimator III / Scheduling Tech I / Construction Observer
- Cesar Hernandez – CAD Operator / Estimator I / Scheduling Tech I / Construction Observer
- Alek Falkenbury – CAD Operator / Estimator I / Scheduling Tech I
- Jesus Trevino – CAD Manager / Estimator II / Scheduling Tech I / Construction Observer

Construct-Ability Principal Contact Person:

Nick Carlisle
1700 S I-69C Frontage Rd
Edinburg, Texas 78542
Office: 830.632.6139
nick@construct-ability.com

Sincerely,

Nick Carlisle, President



CONSTRUCT
— ABILITY, LLC —

Description of Firm

Our team is comprised of general contractors from the heavy civil and municipal markets. We have participated in a multitude of projects from the aspect of constructing and estimating. For over a decade as a general contractor, we had multiple plan sets sitting on our desks from consultants wanting a cursory review to identify problems we see with the project and an idea of the construction costs. Due to our other responsibilities, we could not apply the necessary time needed to give the project a full review. At that point we realized the market needed this type of service. After careful review and discussion with future clients, they found it to be a service they would pay for. Construct-Ability was formed in early 2013. Our office is located in Seguin & Edinburg with a total of 10 employees. Currently our employees are working on projects across the state of Texas. Our firm has worked on projects with engineering firms and municipalities as follows:

- Dallas Water Utilities
- GBRA
- City of Houston Utilities
- New Braunfels Utilities
- City of Brownwood
- City of San Marcos
- San Antonio Water Systems
- City of Cedar Park
- San Antonio River Authority

Unique Ability to Provide Services

Using our knowledge of the general contracting world we provide the client a “contractor’s perspective without the expense of a contract”. Having gone through the various phases of a construction project there are common misconceptions assumed during the design process; for example assumptions on site conditions, equipment availability and assumptions on operations and maintenance activities. These assumptions often result in constructability issues. General contractors are trained to recognize risk, which is a direct correlation to how constructible a project is. Because our entire team has spent years in the general contracting world, we have been trained to identify and correct these inefficiencies. In turn, the more constructible a project is, the more economical the project will be. Our company has strived to benefit every aspect of the market from engineers to municipalities. Some of the key aspects of our company we feel benefit the market include:





- Our position is 100% neutral
 - Because our fees are not based on the cost of construction, we are not interested in increasing the cost of construction.
 - As we are not a contractor and will not be a potential bidder, we are able to make unbiased recommendations.
- We have no incentives or hidden agendas, we want the client to receive the best product possible for the right price.
- Using our firm in lieu of a contractor does not eliminate a competitive bidder from proposing on the project.
 - Prevents the possibility of a contractor gaining an advantage over other competitors.
- Our team was formed and is dedicated to saving money.

When we started Construct-Ability our goal was to provide a positive influence to our industry.

In the table below you will see a few positive reflections our service has had on our industry. These brief examples are an illustration of a risk/reward for utilizing our service. For the purposes of this proposal, we have shown single occurrence savings versus the entire savings our review yielded for these specific projects listed below. Our unique process and construction experience predicates the construction delivery portion, eliminating costly issues and delays.

Project Name	Description of Change	Construct-Ability Project Fee	Single Occurrence Savings	Net Savings to Client
WTCPUA 20" Transmission Main	Changed from 20" DI to 24" PVC	\$ 27,000.00	\$ 125,000.00	\$ 98,000.00
CLWSC Turnout Facility	Completed Scope	\$14,397.00	Added \$300,000.00 to complete scope Saved \$50,000.00 in management time with potential RFI's & CO's	\$ 15,603.00
North & South Kuehler	Changed Plasti-bond Conduits to Aluminum	\$ 45,000.00	\$ 80,000.00	\$35,000.00





Qualifications of Sub-consultants

KFriese + Associates LLC (KFA), is a small, minority, woman - owned consulting firm headquartered in San Antonio. Established in 2003 and centrally located in downtown San Antonio, KFA's team of professional engineers have extensive design experience throughout the southwest district. KFA is known for their exceptional quality, professionalism, innovative designs, and timely completion of projects. A combination of seasoned, accomplished personnel as well as a diversified project history have bolstered KFA's qualifications, growth, and prosperity since establishment.

KFA's staff includes Texas Licensed Professional Engineers with over 115 years of combined engineering experience. Their expertise is complimented by several engineers-in-training (EITs), engineering technicians, a team of surveyors, and administrative support. KFA offers a myriad of civil engineering services such as roadway design, traffic engineering, drainage design, water and wastewater design, site grading and layout, flood control, construction phase services.

Serving as both a prime consultant and as a sub-consultant, KFA has amassed a substantial portfolio of civil engineering design and construction phase services for numerous municipal, state, and federal clients. Some of CA's previous clients include Bexar County, the City of San Antonio (CoSA), SAWS, VIA, the USACE, and TxDOT. Additionally, KFA has participated on numerous task order type contracts with several public entities such as CoSA, the City of Von Ormy, City of Leon Valley, Williamson County (located just north of Austin), and the San Antonio Water System (SAWS). These projects have provided valuable civil engineering experience, and possibly more importantly, with the type of management, responsiveness, and quick turn-around times often associated with task order type contracts.



Prior Experiences and Recommendations

PROJECT #1

Name/Location:	WTCPUA 20" Water Transmission Main/Austin, Texas
Client:	Murfee Engineering Company
Duration:	30 Working Days
Role of Firm:	Sub-Consultant
Reference Contact:	Mr. Dennis Lozano, P.E. – Director of Engineering
Contact Information:	Ph: 512.327.9204; dlozano@murfee.com

The West Travis County Public Utility Agency 20" Water Transmission Main project consisted of installing approximately 12,300 LF of 20" ductile iron piping. This also included 1,000 LF of directional drilling to be completed under Barton Creek. Our team was engaged to provide a full constructability review identifying potential risks, along with providing a full Class 2 Cost Estimate and a project schedule. During our review process we made numerous recommendations to change various aspects of the project. Some of the recommendations we made are as follows:



- Using one of our industry leading software solutions, we were able to identify alignment issues which would have delayed the contract duration approximately two months. Detecting this issue early on, saved numerous hours of management costs and contractor down time.
- Originally, the contract incorporated both transmission line and directional drill. Our recommendation to split the original contract into two separate bid packages, saved the client additional contractor mark-up and bond. Considering the directional drilling contractors have the bonding and insurance capabilities similar to those of a general contractor. This resulted in cost savings of \$180,000.00 or a 6% reduction to the drilling contract.
- The design called for 20" Ductile Iron Pipe, we recommended a 24" PVC option which allowed for faster production and increased capacity. When priced out the 24" PVC option resulted in a 3% cost savings over the whole contract value.



PROJECT #2

Name/Location:	SARA Upper Martinez Filter vs. Clarifier “Best Value” Analysis/San Antonio, Texas
Client:	San Antonio River Authority
Duration:	20 Working Days
Role of Firm:	Prime Consultant
Reference Contact:	Mrs. Amy Middleton, P.E. –
Contact Information:	Ph: 210.302.3201; amiddleton@sara-tx.org

San Antonio River Authority owns and operates the Upper Martinez WWTP located on the Eastern edge of Bexar County. This plant was originally constructed in 1969, the majority of the treatment processes used during these times have since been removed from service. Throughout the years of operation, there have been many rehabilitations and additions made to this plant to keep the plant up-to-date and within the regulations set forth by TCEQ. Recently, facility operations, have experienced the plant becoming hydraulically overloaded during rain events which causes the effluent quality to decrease and in some instances the effluent does not meet permitted levels. To combat this problem, the San Antonio River Authority has begun its investigation and has presented numerous options to either install a clarifier or a filter to the treatment process to not only add capacity to the plant, but to add another level of treatment to the entire process to ensure the effluent is Type 1 Reuse Quality. Our team solicited numerous filter and clarifier manufacturers to submit equipment specs and budgetary proposals. Validating and ensuring the "best value" option is selected, San Antonio River Authority contacted Construct- Ability to perform proposal evaluations, constructability review, and cost estimating for installation of the various options. San Antonio River Authority as-built drawings to begin our analysis. A site visit was conducted to understand facility operation, take necessary photographs and dimensions of existing basins surrounding structures and possible pipe routes to grasp the entirety of the scope involved with a filter or clarifier installation. All of the proposals submitted by the (4) manufactures were normalized to determine if all options were being compared on the same level and to identify possible gaps within the scope. A short summary of each scope was prepared to show the design requirements versus the proposed unit capacities. A detailed review of the retrofitting process was performed to identify potential construction issues or if additional space was required to install particular units. A brief summary of each unit was prepared, listing all of the pros and cons of each route and a detailed cost estimate was prepared using our pioneered approach. Our team also included a construction schedule for each option to show the various timelines, each schedule included the procurement phase timeline that each vendor had allowed for their equipment along with the submittal phase and construction sequence. Our team determined which option will require the most management time for SARA and how long the contract duration for each option would last.

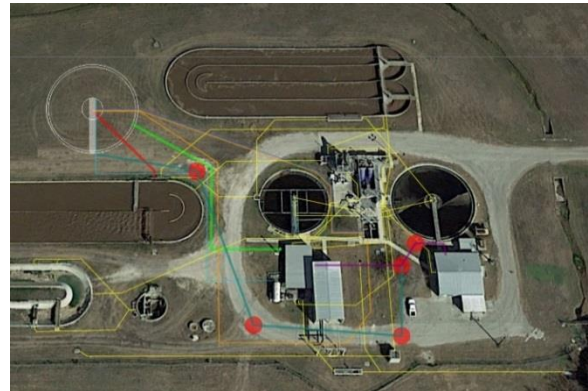


Figure 2.1 – Aerial View of Proposed Clarifier

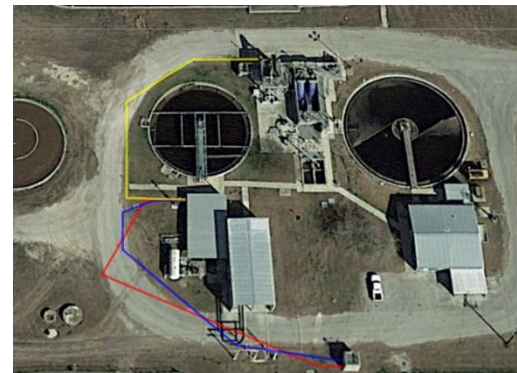
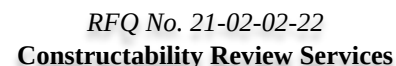


Figure 2.2 – Aerial View of Proposed Filter Option





Name/Location:	City of Brownwood – Lake Brownwood Conceptual Estimate/Brownwood, Texas
Client:	City of Brownwood
Duration:	20 Working Days
Role of Firm:	Prime Consultant
Reference Contact:	Mr. David Harris, P.E. – Assistant Division Director of Public Works
Contact Information:	Ph: 325.646.7140; dharris@ci.brownwood.tx.us

[illegible]

PROJECT #4

Name/Location:	New Braunfels Utilities– North & South Kuehler WWTP Phase II Improvements New Braunfels, Texas
Client:	Jones & Carter
Duration:	25 Working Days
Role of Firm:	Sub-Consultant
Reference Contact:	Mr. Drew Crow, P.E.
Contact Information:	Ph: 713.353.7275; dcrow@jonescarter.com

New Braunfels Utilities operates a combined 10 MCA recycled water facility. This plant has not been improved since 1992, resulting in a tremendous amount of rehabilitation. Construct-Ability was contracted to perform a full construct ability review with a Class 2 Cost Estimate. Prior to our involvement, initial cost estimates were in excess of \$20 million. Due to budget constraints a large portion of the scope needed to be removed. After our experienced team reviewed the plans and specifications, we were able to determine the total cost for all of the improvements. All of which totaled approximately \$16 million without removing critical components of the scope that were greatly needed.



- One of the biggest factors escalating project cost, was the coordination and phasing to keep the plant operational. Our team created a schedule and phasing plan that was included in the bid documents. This phasing plan allowed contractors to bid the project with the same approach. Utilizing our phasing plan, reduced the overall schedule by 100 calendar days. Which resulted in a cost savings of \$ 133,000.00 or 8%.
- Due to existing electrical components in the existing blower room, our team identified cost savings, by recommending aluminum rigid conduit in lieu of pvc coated rigid conduit. Given the area was not a highly corrosive environment, which was not a major change to the overall design. Resulting in cost savings of \$ 80,000.00 or 0.5%.
- Stemming from a five year budgetary issue, plant additions and rehabilitation were outlined in a difficult array of bid items and alternatives to meet the budget. These bid items presented a challenge, in that several components had cost overlap with other bid items. Which created risk for the contractor. Due to underlying cost that may not be selected for that specific bid item. This left the utility vulnerable to over compensation or unbalanced bid items. Our experienced team facilitated changes to the bid documents, whereby, delineating the scope of work in a manner that reduced the overlap in associated cost.

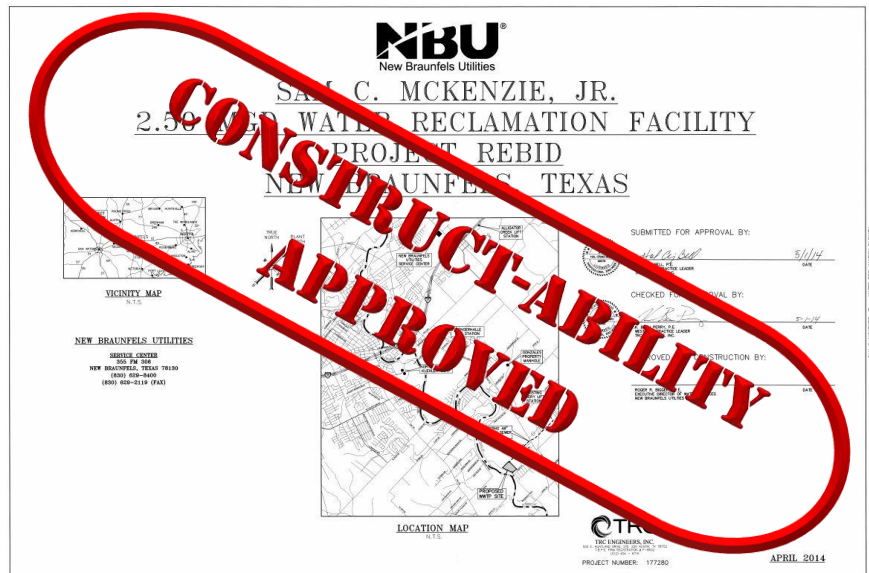




PROJECT #5

Name/Location:	New Braunfels Utilities – Sam McKenzie Water Reclamation Facility/New Braunfels, Texas
Client:	New Braunfels Utilities
Duration:	30 Working Days
Role of Firm:	Prime Consultant
Reference Contact:	Mr. Tommy Thompson
Contact Information:	Ph: 830.629.8400; tthompson@nbutexas.com

Sam McKenzie was a “green field” 2.5 MCA water reclamation facility. Unfortunately, we weren’t engaged until the 100% submittal phase, which limited the ability to provide beneficial change to reduce the cost prior to the bid date. Our expert team performed a constructability review, with a class 2 estimate determining the “bid day price”. Before completing our review our team was tasked with developing a cost estimate for the project before making cost saving recommendations. Our estimated bid day price was \$36.4 million; while New Braunfels Utilities had only budgeted \$25 million for the project. This presented them with a large budget deficit. The actual low contractor on bid day was \$36.2 million or 31% over the budget. After our review was complete our team identified cost savings and scope removal that significantly reduced the price, low contractor at re-bid was \$ 29.8 million or a reduction of 17%.



**Constructability Review Services
Attachment II
Evaluation Criteria Forms**

Team Experience and Qualifications

Use only the space provided in this form, unless otherwise indicated. If all fields are not completed, the Respondent is at risk for being rejected due to non-responsiveness. It is not acceptable to indicate "see attached" on this form.

Using the table, describe the role of the Respondent and the proposed Sub-consultants for this Project.

Respondent's and Proposed Sub-consultants Role on the Project <i>(e.g., Lead Estimator, QA/QC Lead, Discipline Estimators (e.g., Process Mechanical, Electrical, I&C, Civil, Architectural, Structural, etc.)</i>	Respondent	Sub 1:	Sub 2:	Sub 3:	Sub 4:	Sub 5:	Sub 6:	Sub 7:	Sub 8:
Construct-Ability, LLC	X								
Construct-Associates, LLC		X							

Attachment II
Evaluation Criteria Forms
(continued)

Team Experience and Qualifications

Use only the space provided in this form, unless otherwise indicated. If all fields are not completed, the Respondent is at risk for being rejected due to non-responsiveness. It is not acceptable to indicate "see attached" on this form.

Using the table, provide availability, percent of time committed to the Project for the duration of the Project, and geographic location of Respondent's Key Personnel, as well as Key Personnel from Key Sub-consultants

Proposed Key Personnel (Name and Employer)	Geographic Location	% Time Committed
Nicholas W. Carlisle	South Central Texas Region	100%
Jesus Trevino	South Central Texas Region	80%
Cesar Hernandez	South Central Texas Region	45%
Alek Falkenbury	South Central Texas Region	30%
Crystal S. Carlisle	South Central Texas Region	40%
Zachary Correa	South Central Texas Region	60%
Clifton Robinson	South Central Texas Region	80%
	South Central Texas Region	

Attachment II
Evaluation Criteria Forms
(continued)

Similar Projects and Past Performance

Use only the space provided in this form, unless otherwise indicated. If all fields are not completed, the Respondent is at risk for being rejected due to non-responsiveness. It is not acceptable to indicate “see attached” on this form.

List five (5) relevant projects of similar size, scope, and complexity to the Project in this RFQ that were **completed** within the last five (5) years in which Respondent has performed services similar to those sought in this RFQ. The proposed Lead Estimator shall be an employee of the Respondent. The proposed Lead Estimator shall have participated in at least three (3) of the five (5) projects. Discipline Estimators and QA/QC Lead shall have participated in at least three (3) of the five (5) projects submitted.

Project #1 Name:	
Utility Owner (Name, City, and State):	San Antonio Water Systems
Utility Representative Name, Title, and Current Contact Information (Phone and Email):	Ismael Rosales Project Engineer – Plants and Major Projects
Design Contract NTP:	Information not provided.
Design Duration in Months (from Contract Award to Award of Construction Contract):	Information not provided.
Construction Contract NTP	Information not provided.
Construction Duration in Months (from NTP to Final Completion):	Information not provided.
Construction Contract Value:	Information not provided.
Detailed Project Description:	WATER PRODUCTION FACILITIES DISINFECTION SYSTEMS UPGRADE PHASE II Facility was changed to On-site Sodium Hypochlorite Generation
Provide an explanation for how this project is similar to the Project within this RFQ	Similar size as shown in the RFQ.
Key Personnel (to include Personnel Titles and Specific Project Tasks).	Frank Yanez, Jaime Solis, Zachary Correa, Nicholas Carlisle
Total Number of Change Orders and Number of Owner-requested Change Orders:	Information not provided.

Attachment II
Evaluation Criteria Forms
(continued)

Similar Projects and Past Performance

Project #2 Name:	
Utility Owner (Name, City, and State):	San Antonio Water Systems
Utility Representative Name, Title, and Current Contact Information (Phone and Email):	Adam Eddy Project Engineer
Design Contract NTP:	*Information not provided to Construct-Ability post deliverable.
Design Duration in Months (from Contract Award to Award of Construction Contract):	*Information not provided to Construct-Ability post deliverable.
Construction Contract NTP	*Information not provided to Construct-Ability post deliverable.
Construction Duration in Months (from NTP to Final Completion):	*Information not provided to Construct-Ability post deliverable.
Construction Contract Value:	*Information not provided to Construct-Ability post deliverable.
Detailed Project Description:	La Rosa Pump Station Pump Station Rehabilitation and Expansion
Provide an explanation for how this project is similar to the Project within this RFQ	Similar size as shown in the RFQ.
Key Personnel (to include Personnel Titles and Specific Project Tasks).	Frank Yanez, Jaime Solis, Zachary Correa, Nicholas Carlisle
Total Number of Change Orders and Number of Owner-requested Change Orders:	Information not provided.

Attachment II
Evaluation Criteria Forms
(continued)

Similar Projects and Past Performance

Project #3 Name:	
Utility Owner (Name, City, and State):	San Antonio Water Systems
Utility Representative Name, Title, and Current Contact Information (Phone and Email):	Allissa Locket Director - Engineering
Design Contract NTP:	*Information not provided to Construct-Ability post deliverable.
Design Duration in Months (from Contract Award to Award of Construction Contract):	*Information not provided to Construct-Ability post deliverable.
Construction Contract NTP	*Information not provided to Construct-Ability post deliverable.
Construction Duration in Months (from NTP to Final Completion):	*Information not provided to Construct-Ability post deliverable.
Construction Contract Value:	*Information not provided to Construct-Ability post deliverable.
Detailed Project Description:	CWIP Pipeline Segment 5-1 Project Large Diameter pipeline with multiple tunneling sections.
Provide an explanation for how this project is similar to the Project within this RFQ	Similar size as shown in the RFQ.
Key Personnel (to include Personnel Titles and Specific Project Tasks).	Frank Yanez, Jaime Solis, Zachary Correa, Nicholas Carlisle
Total Number of Change Orders and Number of Owner-requested Change Orders:	*Information not provided to Construct-Ability post deliverable.

Attachment II
Evaluation Criteria Forms
(continued)

Similar Projects and Past Performance

Project #4 Name:	
Utility Owner (Name, City, and State):	San Antonio Water Systems
Utility Representative Name, Title, and Current Contact Information (Phone and Email):	Marisa Martinez Palmer Manager, Treatment and Recycle Engineering
Design Contract NTP:	*Information not provided to Construct-Ability post deliverable.
Design Duration in Months (from Contract Award to Award of Construction Contract):	*Information not provided to Construct-Ability post deliverable.
Construction Contract NTP	*Information not provided to Construct-Ability post deliverable.
Construction Duration in Months (from NTP to Final Completion):	*Information not provided to Construct-Ability post deliverable.
Construction Contract Value:	*Information not provided to Construct-Ability post deliverable.
Detailed Project Description:	SAWS Leon Creek WRC Rehabilitation and Process Improvements Replaced existing diffused air system, blowers and associated Instrumentation and Controls
Provide an explanation for how this project is similar to the Project within this RFQ	Similar size as shown in the RFQ.
Key Personnel (to include Personnel Titles and Specific Project Tasks).	Frank Yanez, Jaime Solis, Zachary Correa, Nicholas Carlisle
Total Number of Change Orders and Number of Owner-requested Change Orders:	*Information not provided to Construct-Ability post deliverable.

Attachment II
Evaluation Criteria Forms
(continued)

Similar Projects and Past Performance

Project #5 Name:	
Utility Owner (Name, City, and State):	San Antonio Water Systems
Utility Representative Name, Title, and Current Contact Information (Phone and Email):	Allissa Locket Director - Engineering
Design Contract NTP:	*Information not provided to Construct-Ability post deliverable.
Design Duration in Months (from Contract Award to Award of Construction Contract):	*Information not provided to Construct-Ability post deliverable.
Construction Contract NTP	*Information not provided to Construct-Ability post deliverable.
Construction Duration in Months (from NTP to Final Completion):	*Information not provided to Construct-Ability post deliverable.
Construction Contract Value:	*Information not provided to Construct-Ability post deliverable.
Detailed Project Description:	CWIP Pipeline Bitters Pump Station Project & Segment 5-3 SAWS Job No. 18-8613 Pump Station Rehabilitation and Expansion to Bitters Pump Station and Segment 5-3 integration
Provide an explanation for how this project is similar to the Project within this RFQ	Similar size as shown in the RFQ.
Key Personnel (to include Personnel Titles and Specific Project Tasks).	Frank Yanez, Jaime Solis, Zachary Correa, Nicholas Carlisle
Total Number of Change Orders and Number of Owner-requested Change Orders:	*Information not provided to Construct-Ability post deliverable.

***Information not provided to Construct-Ability post deliverable.**

Attachment II
Evaluation Criteria Forms
(continued)

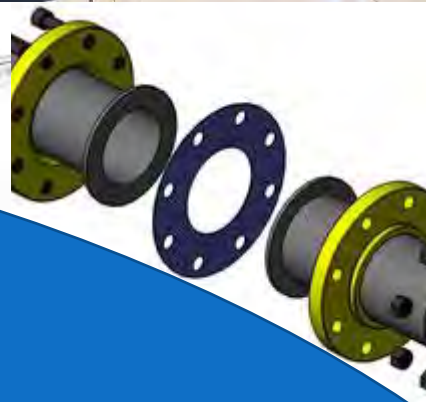
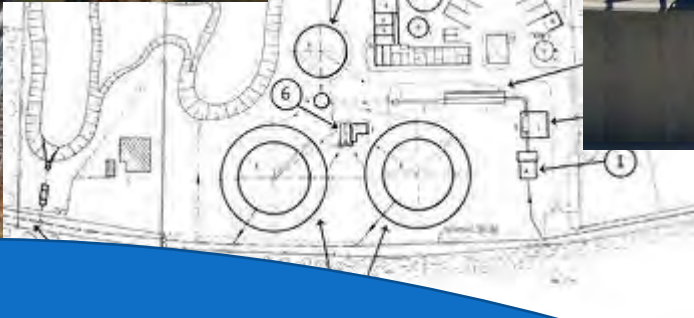
Similar Projects and Past Performance

Use only the space provided in this form, unless otherwise indicated. If all fields are not completed, the Respondent is at risk for being rejected due to non-responsiveness. It is not acceptable to indicate "see attached" on this form.

Using the table below, provide project cost information for the ten (10) projects.

Project Name	Final Estimate from Design Consultant (\$)	Final Estimate from Respondent (\$)	Bid Amount Awarded for Project (\$)	Difference Between Design Consultant's Estimate and Bid Award (%)	Difference Between Respondent's Estimate and Bid Award (%)
Leon Creek	Independent Cost Estimate-Not provided at the request of Construct-Ability to eliminate factors that would influence the final estimate.	\$ 12,266,975.00	Bid results not provided.	Information not provided.	
34 th Street Pump Station SAWS Job No.:13-6004	Independent Cost Estimate-Not provided at the request of Construct-Ability to eliminate factors that would influence the final estimate.	\$ 14,689,321.52	Bid results not provided.	Information not provided.	
CWIP Terminus Facility	Independent Cost Estimate-Not provided at the request of Construct-Ability to eliminate factors that would influence the final estimate.	\$ 79,808,912.44	Bid results not provided.	Information not provided.	
CWIP Pipeline Segment 5-1 Project SAWS Job No. 18-8612	Independent Cost Estimate-Not provided at the request of Construct-Ability to eliminate factors that would influence the final estimate.	\$ 40,874,619.18	Bid results not provided.	Information not provided.	
CWIP Pipeline Bitters Pump Station Project & Segment 5-3 SAWS Job No. 18-8613	Independent Cost Estimate-Not provided at the request of Construct-Ability to eliminate factors that would influence the final estimate.	\$ 18,017,926.63	Bid results not provided.	Information not provided.	
WATER PRODUCTION FACILITIES DISINFECTION SYSTEMS	Independent Cost Estimate-Not provided at the request of Construct-Ability to eliminate factors that would	\$ 8,693,567.08	Bid results not provided.	Information not provided.	

UPGRADE PHASE II SAWS Job No. 16-6002	influence the final estimate				
TURTLE CREEK NO. 3 WELL DRILLING SAWS Job No. 17-6008	Independent Cost Estimate- Not provided at the request of Construct-Ability to eliminate factors that would influence the final estimate.	\$ 3,984,317.00	Bid results not provided.	Information not provided.	
La Rosa Pump Station SAWS. 18-601	Independent Cost Estimate- Not provided at the request of Construct-Ability to eliminate factors that would influence the final estimate.	\$ 10,686,345.04	Bid results not provided.	Information not provided.	



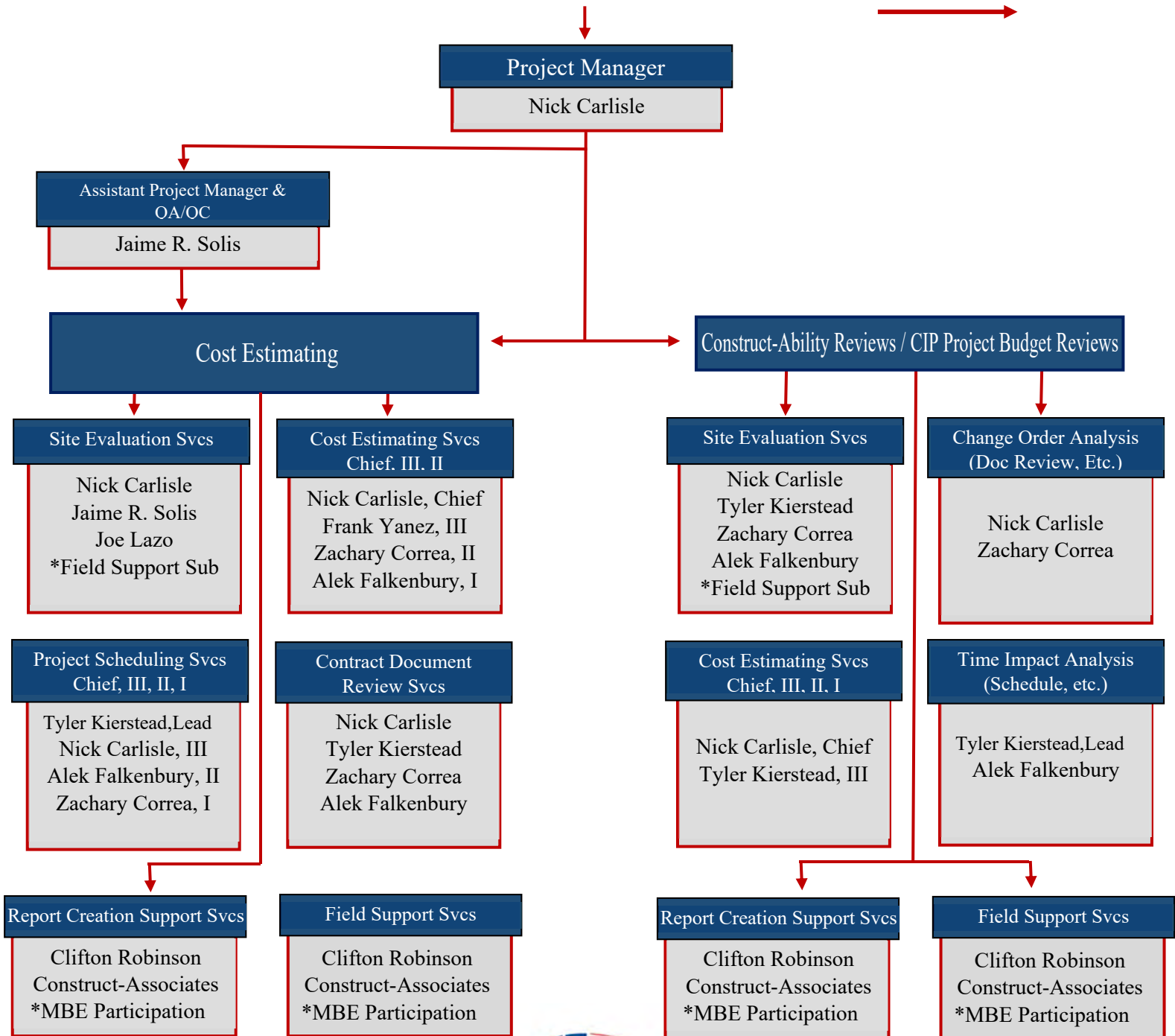
Section 2

Project Team Resumes



CONSTRUCT
— ABILITY, LLC —

Lines of Authority



About

Nick Carlisle is a third generation Texas contractor. Having grown up in the industry he has experienced all facets of the business from estimating to project management and delivery. Starting his career in the field, Nick has gained the knowledge and experience beneficial to owners/engineers and subcontractors alike. His dedication to the craft, customer service and the sheer enjoyment of the construction process has led to a successful career in the industry. At the age of 29, after successfully managing projects up to \$35,000,000.00, Nick was made a partner at a large municipal contractor. Over the last 14 years Nick has estimated over 500 projects in the municipal utility and heavy civil market totaling over \$500,000,000.00. As a contractor, Nick self-performed site preparation, excavation, pre-cast and cast-in-place concrete, piping, and process mechanical installation all over the state of Texas. One of the many highlights throughout his career, the design-build water treatment plant for the City of Georgetown valued at \$25,000,000.00. Throughout his career Nick has shown his aptitude for delivering a quality product within budget and time constraints.

Affiliations & Certifications & Skills

- Project Management Institute (PMI) – Member
- American Association of Cost Engineering (AACE) - Member
- American Water Works Association (AWWA) - Member
- Water Environmental Federation (WEF) - Member
- OSHA 30 Hour – Certified
- Microsoft Office Suite / Microsoft Project (Scheduling)
- Primavera P6 – Oracle Certified P6 Scheduler
- Bid2Win / Heavy Bid (HCSS) / Hard Dollar (Estimating)
- Agtek Excavation Software
- Planswift (Digital Take-off Software)
- Computerease Project Management and Accounting
- Estimation (Electrical Estimating Software)
- Accubid – Certified Operator (Mechanical & Electrical Estimating)
- AutoCAD / Draftsight

Education

SEPT 1997 – MAY 1998 | HOWARD PAYNE UNIVERSITY, BROWNWOOD, TEXAS

- Major: Business Administration

SEPT 1998 – MAY 1999 | CONCORDIA UNIVERSITY, AUSTIN, TEXAS

- Major: Business Administration

RELEVANT PROJECT EXPERIENCE

CWIP Pipeline Segment 5-1 Project Nick led the cost estimating effort for this project and managed the client relations for this project. Nick also assisted in the project scheduling effort as well as provided insight to the client on contract layout (bid packing, etc.)

SAWS Leon Creek WRC Rehabilitation and Process Improvements Nick provided direct supervision of the team during the constructability review portion of our project involvement. During the process, Nick managed the relationship with SAWS engineering staff and ran multiple meetings presenting various findings and alternative value engineering options we found during our review. Nick managed the estimating team and determined the final budget for the project along with managing the electrical team for take-off and estimating purposes.

CWIP Pipeline Bitters Pump Station Project & Segment 5-3 Nick was responsible for client relations along with overall project management. He managed resources and identified key tasks and timelines needed to meet the client's needs. Nick also compiled the estimates into an overall cost estimate and identified the market value for a project of this magnitude. Nick also reviewed all conceptual drawings and managed the electrical portion of this estimate.

WATER PRODUCTION FACILITIES DISINFECTION SYSTEMS UPGRADE PHASE II SAWS Job No. 16-6002 Nick acted as project manager and chief estimator. To begin this project.

Jaime R. Solis – Asst. Project Manager / QA/QC Representative

About

Jaime R. Solis was introduced to heavy civil construction at a young age. His introduction into the field came at the hands of a family owned business. In 1996, Jaime started as a laborer, gaining valuable knowledge and experience that he now utilizes for estimating and scheduling various construction tasks and projects. As he began to enjoy the construction world more, he decided to pursue his degree in Civil Engineering. During his studies he looked to gain knowledge of estimating, project management, and contract delivery through internships and other working opportunities. Through all of these avenues Jaime has gained knowledge over the past 25 years to provide clients with the customer service they deserve.

Affiliations & Certifications & Skills

- Project Management Institute (PMI) – Alamo Chapter Member
- Water Environmental Federation (WEF) – Member
- AutoCAD
- Microsoft Office Suite
- Microsoft Project (Scheduling)
- Primavera P6 – Oracle Certified P6 Scheduler
- Estimation (Electrical Estimating Software)
- American Water Works Association (AWWA) – Texas Chapter Member
- Texas Board of Professional Engineers (TBPE)
- American Association of Cost Engineering (AACE)
- Bid2Win (Estimating)
- Agtek Excavation Software – Certified Operator
- Planswift (Digital Take-off Software)
- Accubid – Certified Operator (Mechanical & Electrical Estimating)

Education - Bachelor of Science | May 2013 | University of Texas, Austin

RELEVANT PROJECT EXPERIENCE

CWIP Pipeline Segment 5-1 Project Jaime supported the cost estimating effort and led the project scheduling effort for this project. Jaime provided the client with multiple scenarios for the project schedule based on worst and best case scenarios.

SAWS Leon Creek WRC Rehabilitation and Process Improvements Jaime led the project scheduling effort for this project and also reviewed the submitted sequence the consultant submitted. Jaime prepared a report comparing the difference in schedules and advised SAWS staff to the differences. Jaime also supported the cost estimating and site evaluation efforts for this project.

CWIP Pipeline Bitters Pump Station Project & Segment 5-3 SAWS Job No. 18-8613 Jaime led the conceptual design team for this project identifying scope and preparing drawings for all options presented to the client. Jaime verified the drawings and provided QA/QC checks throughout the process.

WATER PRODUCTION FACILITIES DISINFECTION SYSTEMS UPGRADE PHASE II SAWS Job No. 16-6002

Jaime supported the estimating effort and assisted in the development of the final report and recommendations for cost reduction practices.



About

Zachary made his entrance into the field of construction by means of a skilled laborer, serving under seasoned superintendents and competent construction teams. He has experienced numerous vantage points of project construction and has dealt with the unique challenges that are presented in the field. Mainly dealing with the heavy civil and municipal construction, Zachary understands the areas of the industry that are most crucial to project success. He is a certified NACE coating inspector and is currently pursuing industry related certifications to continue his education and improve his skill set to better serve the ever changing industry.

Affiliations & Certifications & Skills

- NACE Coating Certified – Level I CIP Inspector #52618
- OSHA 30 Hour – Certified
- NACE International – Member
- Certified US TxDOT HMA Roadway Specialist
- Certified US TxDOT Subgrade/Soil Property Specialist
- The Society for Protective Coatings (SSPC) – Member
- American Concrete Institute (ACI) – Member
- PMI – Member
- American Association of Cost Engineering (AACE) - Member
- Trimble Accubid Enterprise – Certified Operator / Database Manager (Mechanical & Electrical Estimating)
- Planswift 9 (Digital Take-Off Software)
- Primavera P6 – Oracle Certified P6 Scheduler
- Bid2Win (Estimating)
- Agtek Excavation Software – Certified Operator
- Microsoft Office Suite
- Microsoft Project (Scheduling)
- Estimation (Electrical Estimating)

RELEVANT PROJECT EXPERIENCE

CWIP Pipeline Segment 5-1 Project Zachary assisted in the take-off and scope develop phases of this project. During our project involvement, Zachary also identified constructability issues and prepared reports for all disciplines of construction.

SAWS Leon Creek WRC Rehabilitation and Process Improvements Zachary prepared a complete electrical and mechanical piping take-off and perform constructability review for all portions of this project. Zachary prepared site evaluation reports and prepared a number of constructability review reports.

CWIP Pipeline Bitters Pump Station Project & Segment 5-3 SAWS Job No. 18-8613 Zachary prepared site evaluation reports and utilized google earth and as-builts to prepare and analysis of existing conditions and identified potential scope items based on existing conditions. .

WATER PRODUCTION FACILITIES DISINFECTION SYSTEMS UPGRADE PHASE II SAWS Job No. 16-6002 Zachary assisted in the contract document review portion of the scope, during the review process Zachary prepared reports and a summary for the contractor proposed cost and identified missing scope items.

About

Frank started out succeeding in a family owned construction company at a young age. He became knowledgeable by working in the field, getting to know the ins and outs of the general contracting world. Starting in the field gaining knowledge has helped with the transition to the estimating side of the general contracting world. Prior to joining the Construct-Ability team he attended Blinn College where he focused on his studies while also keeping focused on learning more about the industry. In his current position he continues to strive to better his career with gaining certifications and experience that will improve his knowledge.

Affiliations & Certifications & Skills

- American Water Works Association (AWWA) – Member
- Microsoft Office Suite
- Microsoft Project (Scheduling)
- Agtek Excavation Software
- Planswift (Digital Take-off Software)
- OSHA 30 Hour – Certified
- Primavera P6 – Oracle Certified P6 Scheduler
- Bid2Win (Estimating)
- Accubid – Certified Operator (Mechanical & Electrical Estimating)
- Estimation (Electrical Estimating Software)

Education – Associates of Science | University of Monterrey Major: Civil Engineering

RELEVANT PROJECT EXPERIENCE

CWIP Pipeline Segment 5-1 Project Frank prepared site work and excavation reports and take-off for the pipeline. During the site evaluation effort Alek investigated all of the existing utilities to ensure the client there would be no conflicts based on the information we were given.

SAWS Leon Creek WRC Rehabilitation and Process Improvements Frank prepared a number of drawings and worked with the engineering support services to identify key design components of alternative installation methods we were proposing as value engineering options. Frank also assisted in the shutdown sequencing and prepared drawings of the shutdown sequence effort and modeled the impact and treatment train during each shut down.

CWIP Pipeline Bitters Pump Station Project & Segment 5-3 SAWS Job No. 18-8613 Frank assisted in the scope development of this change order and reviewed contractor submitted data and reviewed specifications to ensure the contractor and our scope followed the specification as it was intended.

WATER PRODUCTION FACILITIES DISINFECTION SYSTEMS UPGRADE PHASE II SAWS Job No. 16-6002 Frank prepared a spec analysis review and coordinated the bids from manufacturers to ensure specification and design considerations were met. Frank also helped with the scheduling and time impact analysis for this proposal.



About

Clifton has spent the last several years implementing supervisory leadership roles in the water and wastewater industry. He has directed and organized multiple competent construction teams that have completed several construction projects using skills and strategies formulated specifically for the industry. He promotes creativity and innovation on all construction projects, and has the ability to motivate and encourage a group of individuals to efficiently perform any task assigned. Clifton has since shifted the focus of his ambitions to the inspection and safety services of the industry. Utilizing his 10 years of experience in this industry, Clifton has the ability to prepare accurate and methodic cost estimates and construction schedules. Having completed similar tasks within his project experience, Clifton knows the details necessary to complete an estimate and plan a project accordingly.

- Certified Safety and Health Official (CSHO) – TEEX Program
- Certified First Aid/ CPR Instructor
- Certified OSHA 10 and 30 Hour Course Instructor
- USDOT Subgrade/Soils & Asphalt Inspector Certification
- American Water Works Association (AWWA) – Member
- National Highway Institute Training and Certifications
- Microsoft Office Suite
- Planswift 9 (Digital Take-Off Software)
- Primavera P6 / Microsoft Project (Scheduling)
- Agtek Excavation Software (Take-Off Operator)
- Estimation (Electrical Take-Off Operator)
- Accubid (Mechanical & Electrical Take-Off Operator)
- AutoCAD

Experience

RELEVANT PROJECT EXPERIENCE

SARA Upper Martinez Filter vs Clarifier “Best Value” Analysis Clifton provided on-site support during the conceptual estimating phase of this project. Clifton provided a photo album of the site and took field measurements to identify which filter would fit in the basin and how to approach the installation.

New Braunfels Utilities – North & South Kuehler WWTP Phase II Improvements For this project, Clifton assisted in the equipment selection and specification review. Clifton prepared a report detailing each component of equipment and which representative was eligible to propose on the project. In doing so we could identify alternative bid day scenarios as well as the approach contractors would use to install each piece of equipment, etc.

San Antonio Water System – 2013 Leon Creek WRC Rehabilitation and Improvements Clifton assisted in the development of site plans based on crane pad layouts and existing site conditions to install the mechanical equipment for both the clarifiers and the aeration basins. Clifton also supported the site evaluation effort in identifying pictures and providing insight to construction approaches, etc.

MICHAEL PERSYN, PE

Project Manager

Mr. Persyn brings 19 years of diverse engineering design and management experience for public sector clients. His experience includes sewer and water line design and replacement; sewage lift station and water pumping station designs; roadway design; hydraulic modeling of water distribution systems and pump stations; and general civil site work for large-scale federal facilities. Mr. Persyn's significant experience with operations support and broad project experience help him to quickly organize resources and expedite designs for emergency projects.

CASTROVILLE GENERAL ENGINEERING SERVICES | Castroville, TX | As Project Manager and City Engineer, Mr. Persyn has delivered over 50 work order assignments for the City since 2017. Recent relevant assignments have included lift station capacity evaluations, booster pump station plan reviews, and operational coordination for water line improvements to eliminate areas prone to water main breaks due to aged pipe. He is providing constructability reviews of the design for a \$4.5M project prepared by a developer to extend a 24-inch sewer main and 16-inch water main and make upgrades to a City-owned booster pump station. Under his guidance, KFA identified significant constructability and biddability issues with the booster pump station expansion that would have led to change orders if not caught.

***BAYPORT WWTP MAIN LIFT STATION PUMPING AND PIPING UPGRADES, GULF COAST WASTE DISPOSAL AUTHORITY | Pasadena, TX |** Serving as Project Manager, Mr. Persyn managed electrical, structural, mechanical, piping, and civil engineering disciplines designing a \$7.5M project to upgrade the main lift station to 75 MGD and upsize 1,000 LF of force main to 42 inches at this industrial WWTP. Mr. Persyn led the construction sequencing discussions and wrote the sequencing specification based on input from Operations and the discipline leads. He led weekly conference calls with the team and bi-weekly coordination calls with the Owner. He also prepared and tracked the project schedule, tracked design scope changes and coordinated with the Owner on this time-critical project.

***DAVIS WATER TREATMENT PLANT CHLORINE SYSTEM IMPROVEMENTS | Austin, TX |** As part of the Facilities Engineering Rotation List, Mr. Persyn served as Project Manager/Design Engineer on this project to replace the existing caustic soda emergency gas scrubber with a new 5,000 cfm dry media scrubber and replace the one-ton chlorine container emergency shutoff actuators at this 120 MGD water plant. He evaluated four different actuator types. He managed the electrical and permitting subconsultants and mechanical discipline. He assisted the City with bid phase and construction phase services including pre-bid inquiries, issuing bid documents, addendums, and obtaining permits from the City's building department and Fire Department. Mr. Persyn reviewed submittals and responded to the limited RFIs and completed the final walk-through and recommendation for acceptance. This project had no non-owner initiated change orders.



19

YEARS OF EXPERIENCE
4 years with firm

EDUCATION

BS, Civil Engineering
Texas A&M University

REGISTRATIONS

Professional Engineer
State of Texas No. 96583

AFFILIATIONS

American Water Works Association
Water Environment Federation
Texas Public Works Association
American Council of Engineering Companies

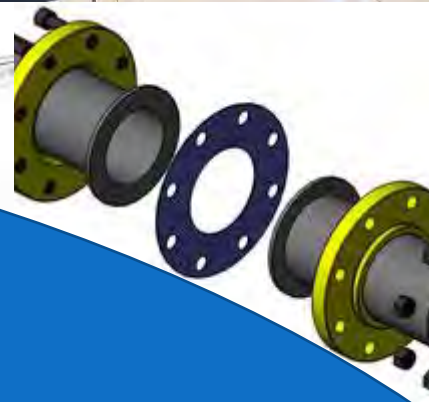
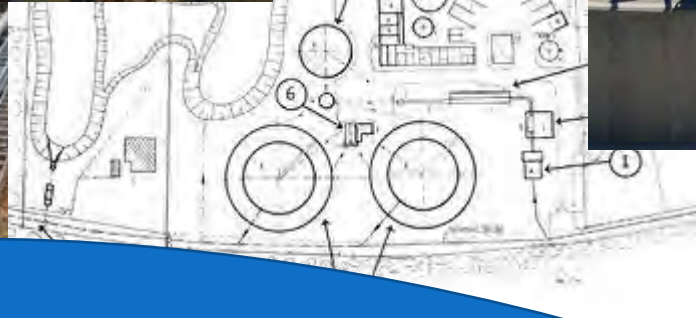
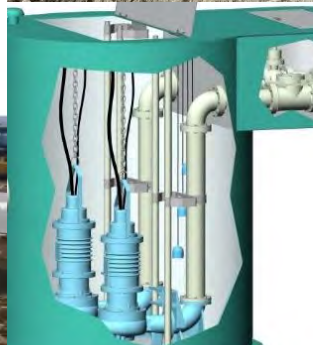
ACTIVE PROJECTS

Castroville City Engineering Services (Various Phases) **15%**
Fair Oaks Ranch General Engineering Consultant (Various Phases) **10%**
SAWS Multiple Sewershed Pkg. 18 (100% Design) **5%**
SAWS N. Mel Waiters Way 24" Water Main Replacement (Bidding) **5%**
SAWS BPC Central Large Diameter Pkg. 1 (Construction) **5%**
SAWS Turtle Creek No. 3 42" Transmission Main (100% Design) **5%**

NOTE: Workload percentages are projected based on phase of project at the time of work beginning.

**Project completed at employment prior to joining KFA.*





Section 3

Project Approach



CONSTRUCT
— ABILITY, LLC —

Project Approach

Our company is built of general contractors by trade. Our team has successfully bid and built projects all over the state of Texas during our careers. Given our experience and the variety of services our company offers, Construct-Ability is set-up to perform construction feasibility reviews in a highly efficient and successful manner. We have employed numerous techniques and integrated alternative approaches to the services we provide over our careers and continue to do so at Construct-Ability, which enables us to perform the services that affords COSJ the opportunity to execute well-built projects within budget and schedule constraints. Not only do we offer a unique approach to the project review and feasibility analysis process, our team is also a local entity with the ability to serve COSJ whenever needed. With our unique and strictability review approach, our team discovers

issues within the contract documents and brings them to the attention of COSJ and the respective design consultant with a feasible resolution to ensure we maintain project budget and schedule.

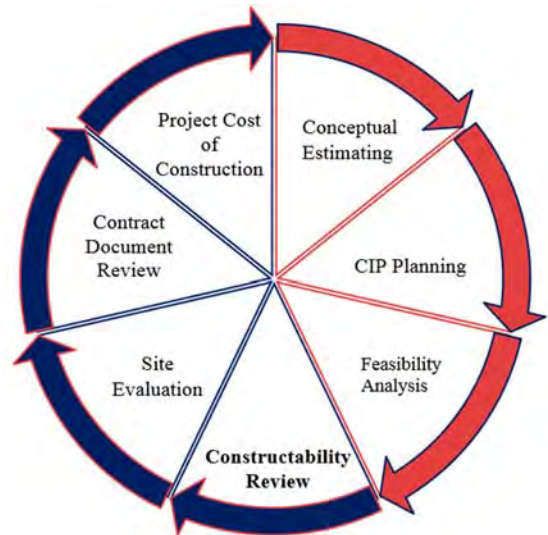


Figure 1: Our full project cycle approach offers COSJ a single resource for all Construction Feasibility Review services and ensures the management team is fully engaged from start to finish.

Review Steps, Methods, Techniques and Tools our Firm will employ to Assist COSJ in Achieving its Constructability Review Goals

As a firm, we are focused solely on constructability review and all components that go into a project during the pre-design and design phases. With our project management and estimating approach which is outlined below, establishing cost components affecting price, duration, and constructability is our goal. Identifying these components as a potential issue or risk associated to the project during the delivery phase is what our team has done throughout our careers as project engineers, project managers, and estimators during our general contracting tenures. Once engaged early in the planning phase, we begin by identifying client needs and prepare preliminary cost estimates based on the vision of the project and through design “workshops” with COSJ staff, and the design consultants we can begin to identify cost components that may increase the budgets or extend durations beyond the limits. In doing so, this will give COSJ the early advantage to budget enough capital and determine project feasibility early enough in the process so the project does not “die” or move on to design and eventually fail due to lack of funding or the inability to fit it within the current fiscal budget due to overspending or busted budgets on previous projects. Once the project has then evolved into the design phase, our team uses this unique approach to prevent vast cost overruns or potential risks that could associate unnecessary cost to the project. While using preliminary reports and materials created in the conceptual phase, we maintain and

develop new cost models based on design changes or changes to the overall scope of the project from 30% all the way through to the bid phase which correlates with the continuous constructability reviews and other associated supporting components throughout the design phase. Along the way, we identify errors and omissions throughout the contract documents that could be identified as risks to the contractors who will try to exploit them during the bidding phase. As outlined below, Construct-Ability proceeds through a defined process for each scope to deliver accurate analysis and recommendations of CIP budgets, constructability reviews, EOPCC's, and Change Orders as specified in the scope of services. Upon assignment of each work order, Construct-Ability will begin by meeting with COSJ staff to discuss the project scope. Our Project Manager, Mr. Carlisle, will then assign specific tasks to internal staff members and to our MBE participant, S&GE Civil Engineers. When making assignments, Mr. Carlisle will evaluate each team member's qualifications, experience, and current availability to support the work on

Conceptual Estimating

- Preliminary conversation about a plan – Produce “Bar Napkin Sketch”
- Evolve from “Bar Napkin Sketch” to Preliminary Concept Drawings
- Compile Assumptions and develop a clearly defined Scope of Work with a Class 4 or 5 Cost Estimate.
 - Class 5 Cost Estimate – Used for business planning purposes, market studies, assessment of initial viability, evaluation of alternate schemes, project screening, long range capital planning.
 - Class 4 Cost Estimate – Used for project screening at more developed stage, concept evaluation, determination of feasibility, preliminary budget approval, or approval to proceed to next stage.
- Dating back to our general contracting experience, we have developed many partnerships with sub-contractors and vendors which we call “strategic partners”. Having purchased and installed a vast majority of product offerings, we know which application each product can be applied to in the most cost effective manner.
- Our strategic partnerships allow us to utilize their costing systems and databases, which promotes accuracy and efficiency. Our team members quantify the material in-house, eliminating a duplication in effort.
- **Construct-Ability Review**
 - Site Evaluation – our team visits the site to identify potential unforeseen issues typically not shown on a plan set. This visit also illustrates risk factors, such as, phasing and accessibility.
 - Construct-Ability Review – Using our unique approach reviewing plans, specifications, and contract documents identifying issues which produce RFI's and Change Orders.
 - Projected Cost of Construction – Full detailed Class 2 Cost Estimate which incorporates all issues found during review. We also identify risks within the project that can incur additional costs.
 - Class 2 Cost Estimate – typically identified as a contractors “bid day estimate” to establish contract value.

- Project Scheduling – Critical Path Method (CPM) schedule which includes submittal, procurement and construction tasks to provide a contract duration analysis. We also provide detailed shut down sequencing which can alter contract duration.
- Project Participation – As estimators we know the current market and can identify potential for various projects, forecasting possible bid day scenarios. As well as provide support on Qualification Statements based on the type of projects. Our team also provides evaluation support once the contractors submit their qualification statements.
- **Request for Proposal/Change Order Recommendation and Review**
 - Initial discussion of potential change order with COSJ project manager and representative from contractor.
 - Plan and Specification Review – Our team reviews the plans and specifications related to the potential change order to identify any missing scope and to also outline the scope and associated information to rebuke or support the submitted claim.
 - Site Evaluation – We would utilize a site visit to determine field conditions based on the change order. This gives our team the ability to take site photos and survey the surrounding area to determine potential production rates for estimating and scheduling purposes.
 - Cost Estimating – During our cost estimating effort our team looks to provide a fair market price for the changes made, along with a supporting list of the complete scope that applies to the change. To keep our opinion as neutral and untarnished as possible we ask to not see the contractor's proposal until after we have completed our cost estimating effort. In doing so, this allows our pricing and analysis to be used for litigation purposes in the event that it should happen.
 - Schedule and Time Impact Analysis – During our review process we would provide a detailed construction schedule for the additional scope included in the contractors claim and would integrate that into the overall construction schedule of the project to identify if the additional scope items will have an impact on the overall timeline and completion date of the project. For time sensitive projects with a hard finish date, we would identify potential time saving measures that could be taken to make up the lost time due to the change order. If a detailed construction schedule is not required we would review the additional time the contractor is requesting to determine if the amount of time associated with the claim is appropriate. In trying to justify the correct amount of time associated to the contractor's submitted claim we can apply the correct amount of overhead to the project.
 - Final Change Order Recommendations and Analysis – After our team has completed our estimating and scheduling efforts, we then ask for the contractor's proposal and review the proposed cost versus the proposed scope changes to see if anything looks out of the ordinary. This is a step to justify why or why not the pricing could or could not be too much or too little based on the scope developed throughout our review.

Firm's Ability and Resources to Perform the Scope of Services in a Timely Manner

To combat time constraints that COSJ faces with their current work program, they rely on efficient consultants to complete the requested services in a timely manner. Construct-Ability has the tools in place to fulfill those needs; a customary accolade our clients trust. Utilizing industry leading software programs, our qualified cross-trained team can complete work orders proficiently without relying on multiple outside sources to provide pricing information. Given our software tools are accessible virtually anywhere, we have the flexibility to update any aspect of our scope on-site as needed. An example where Construct-Ability addressed a tight time table, was for the City of Brownwood. The city contacted us with only ten days to evaluate the cost difference between two different alternatives. The timing was critical because an inter-local government agreement was dependent on a decision between city officials and the Water Supply Corporation. Construct-Ability was able to evaluate both alternatives, and provide cost estimates so that a decision could be reached and it was identified prior to the project going into design that their budget did not support the project and therefore no funds were wasted in going through the design for no apparent reason. Based on the information provided the city was able to reject the alternative presented by the Water Supply Corporation. This specific project is included in our recent project experience and includes a brief synopsis of the project and a supporting reference letter. In addition to providing our constructability and conceptual estimating services in a timely manner, we can also provide change order analysis in a timely manner which is demonstrated in our recent interaction with COSJ is currently under contract on the Evans Road Booster Pump Station and a RFP came up that needed additional consideration given the proposed cost and scope associated. An email was sent to us on a Monday at 4:45 PM requesting a review of the potential change order, it was noted that the change order was being fast tracked due to the timeline of the project nearing the end. We provided COSJ with a complete review and independent cost estimate for the proposed change order and reviewed the entire scope included in the change order based on the contract documents in a 24 hour period. This afforded COSJ the opportunity to keep the project on schedule and get it closed out rather than having the project sit in limbo while the change order was being evaluated and then negotiated.

Firm's Approach to Achieve High Quality products and Results in relation to Scope of Services

Our approach to provide COSJ with the highest quality of Construction Feasibility Analysis is based on how our company approaches the constructability review and other services requested in this scope of services. As previously mentioned in our company's overall approach, our team is cross-trained and well versed in all aspects of our review and analysis approach. This enable us to employ a quality assurance and control program within our review process that includes review meetings and numerous discussions on the intentions of the project and the needs of COSJ. When we begin our review process we will hold an internal kick-off meeting to discuss the project and the intent of the project. The intent of the project will cover what COSJ expects out of the project and the key items portrayed to us during our initial scope meeting. From there we will begin the review process and hold review meetings of each discipline to maintain quality and ensure COSJ is receiving the highest level of review our team can provide. Throughout our review process we will also maintain an open communication with the COSJ project manager and engineer to ensure there are not any changes made to the project during our review process.

Demonstrated Competence and Experience

Over the last three years our company has continued to provide the highest quality of focused constructability review and construction feasibility review services to our market for clients similar to COSJ. We have participated in a multitude of projects from the aspect of constructing and estimating. For over a decade as a general contractor, we had multiple plan sets sitting on our desks from consultants wanting a cursory review to identify problems we see with the project and an idea on how to fix it and a relative construction cost for the project. Due to our other responsibilities, we could not apply the necessary time needed to give the project a full review. At that point we realized the market needed this type of service and since we have worked on all types of projects large and small. From “green-field” new wastewater treatment plants to small wastewater interceptor replacements and even change order reviews and negotiations. We can provide a quality review on all types of projects that the solicitation would support. Under our current contract with COSJ, we have worked with multiple groups providing the same services sought after under this solicitation.

Brief Description of our Firm and our History Providing the Scope of Services

As previously stated, our company has been focused on providing detailed construction feasibility reviews to our market over the last three years on all types of projects. Utilizing our knowledge of the general contracting world and with the hope to positively influence our market we provide our clients with the unique view of a project from a contractor’s perspective. Having gone through the various phases of a construction project on both the contractor’s and consultant’s side, there are common misconceptions assumed during the design process; for example assumptions of site conditions, equipment availability, contractor’s current backlog and bidding strategy for a project. All of these assumptions often result in constructability issues or costs not accounted for during the budgeting and design phase. When dealing with these issues so late in the process, things tend to cost twice as much and result in additional management time from all parties involved. These are things we know and have been trained to look for during our review process. This is the unique view into a project that our clients do not typically get to see. We have all been estimators in the general contracting world, this also gives us a unique perspective on a project as not all projects are as black and white as some assume. There are details and small aspects of a project that can drive a budget up and our team knows how and where to look for them. Ultimately, we have the ability to provide COSJ an opportunity to put out good constructible projects and to have them built for a fair market price. During the review process we also have the ability to identify errors and omissions, potential risks, and most importantly save money. Our company has strived to benefit every aspect of the market from engineers to municipalities. Some of the key aspects of our company that we feel provide the most benefit include:

- Our 100% Neutral Position
 - Because our fees are not based on the cost of construction, we are not interested nor do we benefit for an inflated cost of construction.
 - As we are not a contractor and will not be a potential bidder, we are able to make unbiased recommendations.

Again our company’s focus is to provide a service that saves our clients’ money and to also provide a service that positively influences our industry.

Unique and Distinguishing Qualifications for Sub-Consultants

Construct-Associates, LLC.

Construct-Associates, LLC., is a small, minority-owned company based out of New Braunfels. Construct-Assurance was established in 2014 and over the last two years have provided a number of clients with various field inspection services and construction management services as well as support other clients with field services in the sub-contractor role. Construct-Associates's team of certified individuals in a variety of fields and expertise has allowed their team to provide accurate, quality and efficient field services. They have a diversified project portfolio that includes NACE coating inspections, Bexar County Inspections, TxDOT inspections as well as inspections for other municipalities throughout the central and south Texas regions that include pipeline, tank and facility inspection. Construct-Associates will be serving as a sub-consultant for this project and provide the prime consultant with field services support. For the various types of projects that will be supported through this solicitation, Construct-Associates will provide a NACE certified coating inspector, to provide analysis on existing coatings for potential rehab projects, or during change order review to provide insight as to existing field conditions, etc. Construct-Associates will also provide site evaluations for change order reviews and construction feasibility review services. As part of our review process, Construct-Associates will support the prime consultant with field staff when site evaluations are a concerns or if during a change order review site conditions dictate whether the change order is justifiable or not and to also support Construct-Associates effort during a site visit to determine existing conditions and how they will dictate production rates and construction approaches. Construct-Assurance is certified through the South Central Texas Regional Certification Agency (SCTRCA) as a Minority Business Enterprise (MBE), Small Business Enterprise (SBE), and a African-American Business Enterprise (AABE). Construct-Associates, LLC. is certified with the State of Texas Comptroller's Office as a Historically Underutilized Business (HUB).



Section 4

Proof of Insurability



CONSTRUCT
— ABILITY, LLC —



CONST-7

OP ID: AH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/10/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Whitaker Ins. Assoc., Inc. 8626 Tesoro Drive #310 San Antonio, TX 78217 Gary D Whitaker	210-824-3777 CONTACT NAME: Gary D Whitaker PHONE (A/C, No, Ext): 210-824-3777 FAX (A/C, No): 210-824-7007 E-MAIL ADDRESS: certificates@whitakerins.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : State Auto Insurance Companies	
INSURER B : Crum & Forster Specialty	
INSURER C : Texas Mutual Insurance Co.	
INSURER D :	
INSURER E :	
INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY			GLO067160	09/07/2020	09/07/2021	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
☒ POLICY ☐ PRO-JECT ☐ LOC							PRODUCTS - COMP/OP AGG \$ 2,000,000
OTHER:							
A	☒ AUTOMOBILE LIABILITY			10000230CA	06/05/2020	06/05/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE \$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	DED ☐ RETENTION \$						
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			0002037316	09/07/2020	09/07/2021	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☒ Y ☐ N	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

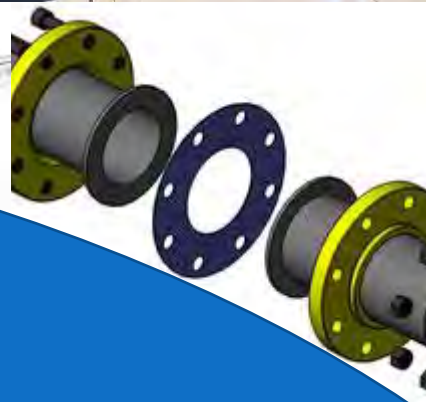
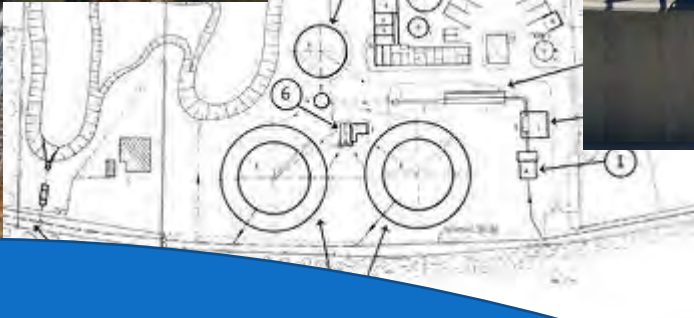
CERTIFICATE HOLDER

CANCELLATION

FORI100 For Information Purposes Only	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
---	---

The General Liability policy includes a blanket additional insured endorsement including completed operations 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.

The General Liability and Work Comp policies include a blanket waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it



Section 5

Good Faith Effort Plan



CONSTRUCT
— ABILITY, LLC —



EXHIBIT "A"
GOOD FAITH EFFORT PLAN FOR
PROFESSIONAL AND OTHER CONSULTING SERVICES
SUB-CONTRACTS
(Pages 17 - 20)

FOR

RFQ NO. 21-02-02-22 2ND Amended – Constructability Review Services

SECTION A - PROPOSER INFORMATION:

Name of Firm: Construct-Ability, LLC

Address: 105 S. River Street

City: Seguin **State:** Texas **Zip:** 78155

Contact Person: Nicholas W. Carlisle **Telephone:** 830.632.6139

Email Address: nick@construct-ability.com **Fax:** _____

Is your firm Certified: Yes _____ No: X **If certified, Certification Number:** _____

Type of Certification: _____ SBE _____ WBE _____ MBE

Prime's Percent Participation on this Project 80 %

1. List ALL SUBCONTRACTORS/SUPPLIERS that will be utilized on this project/contract.

Name & Address of Company	Scope of Work/Supplies to be Performed/Provided by Firm	% Level of Participation on this Project	If Firm is Certified, Provide Certification Number and attach copy of Certification Affidavit
1. Construct-Associates, LLC	QA/QC Electrical & Automation Review	25	220052665
2.			
3.			
4.			

SECTION B. – SMWB COMMITMENTS

The SMWB goal on this project is 25 %

1. The undersigned proposer has satisfied the requirements provided in the Divider #5 specification section (on page 13 of 22) of this document in the following manner (please check the appropriate space):

X The proposer is committed to a minimum of 25% SMWB utilization on this contract.

_____ The proposer, (if unable to meet the SMWB goal of 25%), is committed to a minimum of _____ % SMWB utilization on this contract. *(If contractor/consultant is unable to meet the goal, please fill out Section C and submit documentation demonstrating good faith efforts).*

2. Name and phone number of person appointed to coordinate and administer the SMWB requirements on this project.

Name: Nicholas W. Carlisle

Title: Vice President

Phone Number: 830.632.6139

IF THE SMWB GOAL WAS MET, PROCEED TO AFFIRMATION AND SIGN THE GFEP. IF GOAL WAS NOT MET, PROCEED TO SECTION C .

SECTION C – GOOD FAITH EFFORTS (Fill out only if the SMWB goal was not achieved).

1. List all firms you contacted with subcontracting/supply opportunities for this project that will not be utilized for the contract by choice of the proposer, subcontractor, or supplier. Written notices to firms contacted by the proposer for specific scopes of work identified for subcontracting/supply opportunities must be provided to subcontractor/supplier not less than five (5) business days prior to bid/proposal due date. The following information is required for all firms that were contacted for subcontracting/supply opportunities.

Name & Address of Company	Scope of Work/Supplies to be Performed/Provided by Firm	Is Firm SMWB Certified?	Date Written Notice was Sent & Method (Fax, Letter, E-Mail, etc.)	Reason Agreement was not reached?
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

(Use additional sheets as needed)

In order to verify a proposer's good faith efforts, please provide to the City of San Juan copies of the written notices to all firms contacted by the proposer for specific scopes of work identified in relation to the subcontracting/supply opportunities in the above-named project. Copies of said notices must be provided to the SMWB Program Manager within five (5) business days after the response is due. Such notices shall include information on the plans, specifications, and scope of work.

2. Did you attend the pre-proposal conference scheduled for this project? Yes **No**

3. List all SMWB listings or directories, contractor associations, and/or any other associations utilized to solicit SMWB Subcontractors/suppliers.

Goals met with teaming components applicable to the RFQ.

4. Discuss efforts made to define additional elements of the work proposed to be performed by SMWBs in order to increase the likelihood of achieving the goal:

5. Indicate advertisement mediums used for soliciting bids from SMWBs. (Please attach a copy of the advertisement(s):

None required due to previous task orders performed together.

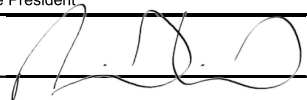
AFFIRMATION

I hereby affirm that the above information is true and complete to the best of my knowledge. I further understand and agree that, this document shall be attached thereto and become a binding part of the contract.

Name and Title of Authorized Official:

Name: Nicholas W. Carlisle

Title: Vice President

Signature:  Date: 3-11-21

NOTE:

This Good Faith Effort Plan is reviewed by City of San Juan. For questions and/or clarifications, please contact Rene J. Jaime, Purchasing Agent by email at RJaime@sjtx.us. (All emails shall have the RFQ No. 21-02-02-22 Constructability Review Services in the Subject Line). If the SMWB goal was not met, the City of San Juan will evaluate the "good faith efforts" of the respondent.

Addendum No. 1

February 22, 2021 at 9:00 AM
Constructability Review Services
RFQ No. 21-02-02-22

Please note changes as follows:

1st Amended on February 22, 2021 at 9:00 AM

~~The bid opening date has been changed to Monday, March 1, 2021 at 10:00 AM~~

~~Submissions are to be received on or before March 1, 2021 at 10:00 AM.~~

I acknowledge receipt of Addendum No. 1 dated February 22, 2021 for RFQ 21-02-02-22 Constructability Review Services.

By:



Signature

Print Name & Title:

Nicholas W. Carlisle

Firm / Company Name:

Construct-Ability, LLC

Date:

February 25, 2019

Email completed copies of all addendum acknowledgement pages to RJ Jaime@sjtx.us no later than 10:00 AM on February 25, 2021 at 10:00 AM.

Addendum No. 2

February 26, 2021 at 2:00 PM

Constructability Review Services

RFQ No. 21-02-02-22

Please note changes as follows:

2nd Amended on February 26, 2021 at 3:00 PM

- * The bid opening date has been changed to Monday, March 11, 2021 at 10:00 AM
- * Submissions are to be received on or before March 11, 2021 at 10:00 AM.
- * Exhibit "A" Good Faith Effort Plan for Professional and other Consulting Services Sub-Contracts has been added for submission. *(Found on page 13 of 22)*
- * How to submit references has been clarified in the Divider #1 section found on page 12 of 17.
- * Questions and/or requests for RFQ clarifications must be submitted in writing and received by Friday, March 5, 2021 at 10:00 AM.

I acknowledge receipt of Addendum No. 2 dated February 26, 2021 for RFQ 21-02-02-22 Constructability Review Services.

By:



Signature

Print Name & Title:

Nicholas W. Carlisle

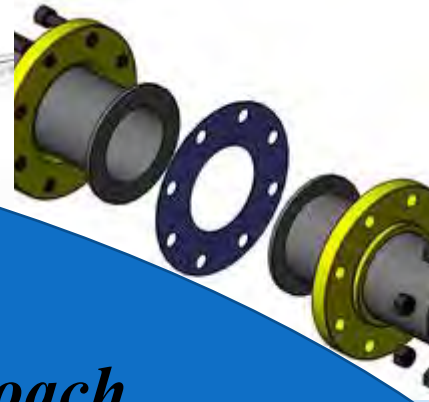
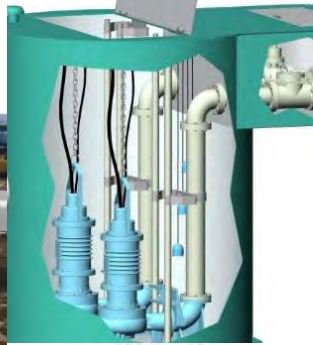
Firm / Company Name:

Construct-Ability, LLC

Date:

March 5, 2021

Email completed copies of all addendum acknowledgement pages to RJ Jaime@sjtx.us no later than Friday, 10:00 AM on Friday, March 5, 2021 at 10:00 AM.



Section 6

Management and Organizational Approach



CONSTRUCT
— ABILITY, LLC —

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
1 Name of vendor who has a business relationship with local governmental entity. Construct-Ability, LLC		
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. N/A Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☒ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☒ No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more. N/A		
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 Signature of vendor doing business with the governmental entity March 11, 2021 Date		

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Construct-Ability, LLC
New Braunfels, TX United States

Certificate Number:
2021-725644

Date Filed:
03/10/2021

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of San Juan

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.

21-02-02-22
Construct-Ability Review Services

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

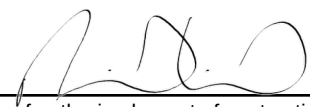
5 Check only if there is NO Interested Party.**6 UNSWORN DECLARATION**

My name is Nicholas W. Carlisle, and my date of birth is March 08, 1979.

My address is 105 S. River Street, Seguin, TX, 78155, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Guadalupe County, State of Texas, on the 11 day of March, 2021.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

Clifton Robinson

From: South Central Texas Regional Certification Agency <support@sctrca.org>
Sent: Friday, May 22, 2020 11:41 AM
To: Clifton Robinson
Subject: Certification Letter - S/M/W/AA/DI/VBE Certification Letter

May 22, 2020

Clifton B Robinson
Construct - Associates, LLC
1418 N Austin St
Seguin, TX 78155

Dear Clifton B Robinson:

We are pleased to inform you that your application for certification in our Small, Minority, Woman and Veteran Business Enterprise (S/M/W/V) Program has been approved. Your firm met the requirements of the SCTRCA Policy and Procedure Manual and is currently certified as a:

*AABE ESBE MBE SBE

Certification Number: 220052665
Certification Expiration: May 31, 2022

Providing the following products or services:

NAICS 221310: WATER TREATMENT AND DISTRIBUTION NAICS 423820: IRRIGATION EQUIPMENT MERCHANT
WHOLESALEERS NAICS 423850: WATER TREATMENT EQUIPMENT, MUNICIPAL, MERCHANT WHOLESALEERS

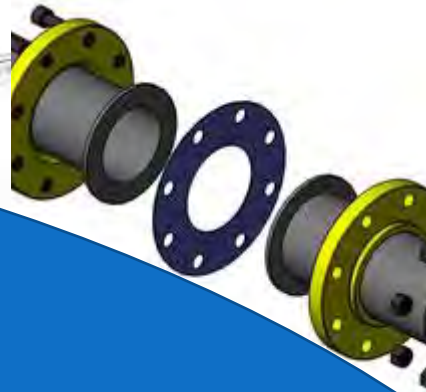
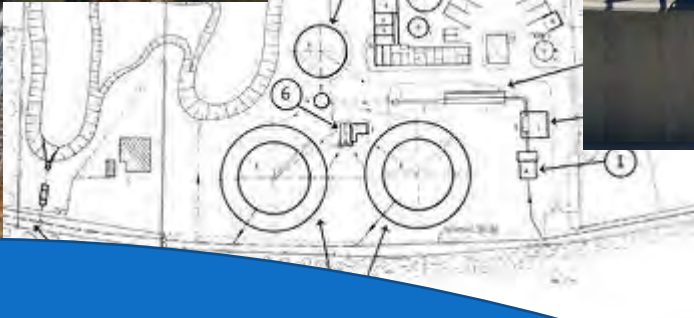
On the two year anniversary date of your certification, you are required to provide a renewal application affirming that no changes have occurred affecting your certification status. The SCTRCA will send you a Certification Renewal reminder sixty (60) days prior to your expiration date. The SCTRCA will no longer include a certificate upon certification renewals. Your expiration date is May 31, 2022.

Please notify this office within thirty (30) days of any changes affecting the size, ownership, control requirements, or any material change in the information provided in the submission of the certification application. Thank you in advance.

Sincerely,

Charles Johnson,
Executive Director

This message was sent to: clif@construct-associates.com Sent on: 5/22/2020 11:41:06 AM System ReferenceID: 106432630



Section 7

Signed and Completed RFQ Packet No. 21-02-02-22



CONSTRUCT
— ABILITY, LLC —



2nd Amended on February 26, 2021 at 4:30 PM

**REQUEST FOR QUALIFICATIONS (RFQ)
RFQ No. 21-02-02-22**

Constructability Review Services

REQUEST FOR QUALIFICATIONS (RFQ)
RFQ No. 21-02-02-22

For Constructability Review Services

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REQUEST FOR QUALIFICATIONS

Request for Qualifications (RFQ) for Constructability Review Services are to be addressed to Rene J. Jaime, Purchasing Agent, City of San Juan, 709 S. Nebraska Ave., San Juan, Texas, 78589-2649 and will be received on or before Monday, March 11, 2021 until 10:00 a.m. at which time they will be taken to the City Hall Conference Room, and the names of the responding firms will be read aloud. Submissions are to have a return address on their envelope and are to be addressed as follows:

Request for Qualifications for Constructability Review Services, No. 21-02-02-22

Purchasing Department
City of San Juan
709 S. Nebraska Avenue
San Juan, Texas 78589-2649

Specifications can be obtained by calling the Purchasing Department 956.223.2200, by picking them up at the San Juan City Hall, 709 S. Nebraska, San Juan, Texas between the hours of 8:30 a.m. – 4:30 p.m., Monday thru Friday, or by downloading them from the City's web-site, www.cityofsanjuantexas.com.

Be advised that if a company downloads the RFQ documents from the web page and/or is contemplating submitting a RFQ, the respondent must register with the Purchasing Department so that any changes/additions via Addendum can be forwarded to the company. Register with the Purchasing by e-mail at rjaime@sjtx.us. In the subject line of your all your related emails, please include the RFQ No. and name. In the body of your email, please include the company's name, address, and phone number, as well as the contact person's name and title.

The City of San Juan reserves the right to refuse and reject any or all qualifications and to waive any or all formalities or technicalities or to accept the qualification to be the best and most advantageous to the City, and hold the qualification for a period of 60 days without taking action. Qualifications submitted past the aforementioned date and time will not be accepted. **Caution to those submitting qualifications; those not in the proper form may be rejected.**

**CITY OF SAN JUAN
REQUEST FOR QUALIFICATIONS
FOR CONSTRUCTABILITY REVIEW SERVICES**

I. PURPOSE OF RFQ

The City of San Juan, Texas, invites the submittal of responses to this Request for Qualifications (RFQ) from qualified firm(s) interested in providing Constructability Review Services as herein outlined.

II. LOCATION

San Juan Utilities Department.

III. OBJECTIVE

City of San Juan is seeking statements of qualification from consultants to verify construction estimates and to review engineering drawings for constructability. These services will enhance the quality of services currently being provided by improving the accuracy and quality of plan and specification documents. The information that will be developed will be utilized to help ensure that these documents are complete and accurate, coordinated, biddable and buildable.

IV. SCOPE OF SERVICE

The scope consists of the following, but not limited to:

- Review Capital Improvement Program (CIP) budget amounts planned for individual projects and prepare reports for COSJ management on detected project cost variances;
- Provide detailed constructability reviews with recommendations for alternative means and methods of construction activities, value engineering, scheduling and construction sequencing that will potentially reduce costs of the project;
- Review of construction estimates prepared by other Consultants, and prepare detailed estimates of labor and material costs, showing unit prices, based on past comparable unit costs specifically associated with the South Texas Market;
- Perform reviews of Change Orders and make recommendations regarding their associated costs and time related to projects;

V. PROJECT FUNDING

Funding for the work described herein will be provided from the various sources as determined upon approval by the City Commission. Including but not limited to the San Juan Utility Fund. In addition, the Project Budget is to be determined after the Scope of Work is developed.

VI. SELECTION PROCESS

Selection of the firm will follow the proposal-interview process.

From a review of the statements of qualification received, and after a recommendation from the City Manager, the City may invite a "short – list" of firms to be interviewed before making a final selection of a firm for this project.

The statements of qualifications received will be one part of the selection process utilized by the City, together with possible interviews, to determine if a contract should be pursued. The City Commission may request that short presentations to be made during a City Commission meeting to assist them in their decision. If interviews take place, the respondents' submissions will be the documentation under consideration.

The selected respondent will then negotiate with the City on fee and contract conditions. If a reasonable fee cannot be achieved with the respondent of choice, negotiations will then proceed with the respondent of second choice until a mutually agreed contract can be negotiated.

VII. EVALUATION CRITERIA

City of San Juan will review, evaluate, and rank the proposals according to a numerical scoring system based on the responses to the criteria listed below. Those firms with proposals deemed most beneficial to COSJ will enter into negotiations for a contract to perform the services detailed in this SOQ.

- A. Project Team's Demonstrated Competence and Experience – 35 points
Qualifications of firm, specifically as they relate to this Project.
- B. Project Team and Resumes – 20 points
Related project experience of the firm(s) and the individuals who would be assigned to this Project.
- C. Project Approach - 30 points
This criterion would include resources or methodologies commonly used by the firm that may be applicable to the project categories.
- D. Adherence to Affirmative Action and Small, Minority and Woman Business (SMWB) Participation (Exhibit "A" Good Faith Effort Plan) – 15 points

VIII. ADDITIONAL INSTRUCTIONS, NOTIFICATIONS AND INFORMATION

- A. **Term of Contract** – The contract term shall be for one (1) year and will be work-order based.
- B. **No Gratuities** – Respondents will not offer any gratuities, favors, or anything of monetary value to any official or employee of the City of San Juan for the purpose of influencing this selection. Any attempt by a Respondent to influence the selection process by any means other than disclosure of qualifications and credentials through the proper channels, will be grounds for exclusion from the selection process. Accordingly, contacts with members of the City Staff, which are outside of the establish process should not be initiated.
- C. **All Information True** – By submitting a response, respondents represent and warrant to the City that all information provided in the response submitted shall be true, correct and complete. Respondents who provide false, misleading or incomplete information, whether intentional or not, in any of the documents presented to the City of San Juan for consideration in the selection process may be excluded.
- D. **Interviews** – After the initial evaluation of the statements of qualifications, the Respondents will be notified of their status in the selection process. Respondents who are "short-listed" should expect and anticipate subsequent interviews which will most likely focus not only on the Respondent's program approach, but on an appraisal of the design professionals who would be directly involved in the Project. "Short listed" respondents may be asked to make a presentation to the City Commission.
- E. **Inquires** – Do not contact the Mayor, City Commission, or Staff to make inquiries about the progress of this selection process. Respondents will be contacted when it is appropriate to do so. Process inquiries may be directed to Mr. Rene J. Jaime, Purchasing Agent for the by e-mail at RJaime@sjtx.us, email communications should include the RFQ number and name in its subject line.
- F. **Cost of Responses** – The City will not be responsible for the costs incurred by anyone in the submittal of responses.
- G. **Contract Negotiations** – This RFQ is not to be construed as a contract or as a commitment of any kind. If this RFQ results in a contract offer by the City the specific scope of work, associated fees, and other

contractual matters will be determined during contract negotiations. To ensure that the appropriate Staff is assigned to the Project, the City intends to make the inclusion of a “key persons” clause a part of the contract negotiations.

- H. **No Obligation** – The City reserves the right to evaluate the responses submitted; waive any irregularities therein; select candidates for the submittal of more detailed or alternate proposals; accept any submittal or portion of submittal; reject any or all Respondents submitting responses, should it be deemed in the City’s best interest; or cancel the entire process.
- I. **Requirement** - Submitting firms must have performed similar constructability review services in the past three (3) years.

CITY CONTACT

Sealed submittals, one (1) marked original and one (1) electronic copy on a USB flash drive, are to be submitted in response to this Request for Qualification (RFQ), as well as any questions, and requests for clarifications or for general information are to be emailed to:

Rene J. Jaime, Purchasing Agent
City of San Juan
709 S. Nebraska Ave.
San Juan, Texas 78589-2649
Email: RJaime@sjtx.us

Submittals by fax or email will be rejected.

The individual above may be contacted by email for clarification or to answer related technical questions for Request for Qualifications (RFQ) only. All contact shall be made electronically.

Any non-written representations, explanations, or instructions given by City Staff are not binding and do not form a part of, or alter in any way, the RFQ, a written agreement pertinent to the RFQ, or the awarding of the contract.

Replies: Responses to inquiries which directly affect an interpretation or effect a change to this RFQ will be issued in writing by addendum posted to the City website. All such addenda issued by the City prior to the submittal deadline shall be considered part of the RFQ. The City shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.

Acknowledgement of Addenda: The Proposer must acknowledge all addenda by signing and returning such completed document(s) by email to RJaime@sjtx.us as instructed herein.

Under no circumstances will private meetings be scheduled between RFQ Respondents and/or their Representatives and/or City Representatives prior to submittal deadline.

Questions and/or requests for RFQ clarifications must be submitted in writing and received by Friday, March 5, 2021 at 10:00 AM.

CONFIDENTIALITY OF RESPONSE CONTENT

All submittals offered in response to this RFQ shall be held confidential until an agreement is awarded. Following the agreement award, submittals are subject to release as public information unless the submittal or specific parts of the submittal can be shown with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. The City assumes no obligation or responsibility for asserting legal arguments on behalf of potential responders.

If a responder believes that a submittal or part of a submittal is confidential then the responder shall so specify. The responder shall stamp in bold red letter the term “**CONFIDENTIAL**” on that part of the submittal, which the responder believes to be confidential. Vague and general claims as to confidentiality shall not be accepted. All submittals and parts of submittals that are not marked as confidential will be automatically considered public information after the agreement is awarded.

All submittals become property of the City and will not be returned to the engineering firm.

CONFLICT OF INTEREST

Effective March 1, 2006, Chapter 176 of the Texas Local Government Code (House Bill 914) requires that any vendor or person considering doing business with a local government entity disclose the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. The Conflict of Interest Questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us and herein, see Appendix A. Complete Conflict of Interest Questionnaires may be mailed or delivered by hand to the Purchasing Agent. Attach completed Conflict of Interest Questionnaires to your RFQ submittal.

Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest may automatically result in the disqualification of the vendor's submittal.

A current list of City of San Juan officers is available in the office of the City of San Juan City Secretary, City Hall or on the City's website at <http://www.cityofsanjuantexas.com>. If you are considering doing business with the City of San Juan or the City of San Juan Economic Development Corporation and have an affiliation or business relationship that requires you to submit a completed Form CIQ, it must be filed with the records administrator (City Secretary) of the City of San Juan not later than the 7th business day after the date you become aware of facts that require the form to be filed. See Section 176.006, Texas Local Government Code. It is a Class C misdemeanor to violate this provision.

By Submitting a response to a City of San Juan Request for Proposals, Request for Bids, or Request for Qualifications or by conducting business with the City, you are representing that you are in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

LOCAL GOVERNMENT OFFICERS OF THE CITY OF SAN JUAN
As defined by Chapter 176 of the Texas Local Government Code
(Revised 8/6/13)

For purposes of completion of the required Conflict of Interest Questionnaire for the City of San Juan (required by all Vendors who submit bids/proposals), Local Government Officers are:

City of San Juan City Commission:

Mayor: Mario Garza
Mayor Pro-Tempore: Leonardo "Lenny" Sanchez
Commission Members:

Jesus "Jesse" Ramirez
Ernesto "Neto" Guajardo
Marco "Markie" Villegas

City Manager: Benjamin Arjona

City of San Juan Staff:

Director of Finance: Leroy Gonzales
Director of Planning: Roberto Escobar
Purchasing Agent: Rene J. Jaime

Other Local Government Officers of the City of San Juan include the following:

1. Board and Commission members and appointed members by the Mayor and City Council;
2. Board Members of the San Juan Economic Development Corporation;
3. The Executive Director and staff of the San Juan Economic Development Corporation.

Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ) which is found in Appendix A. The form must be filed with the City Secretary no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the City, or submits an application, response to a request for proposals or bids, correspondence, or other writing related to any potential agreement with the City.

DISQUALIFICATION

The applicant may be disqualified for any of the following reasons:

- The applicant is involved in any litigation against the City of San Juan;
- The applicant is in arrears on any existing contract or has defaulted on a previous contract with the City;
- The applicant is debarred, suspended, or otherwise excluded from or ineligible for participation in State or Federal assistance programs.

FORM 1295 CERTIFICATE OF INTERESTED PARTIES

Certificate of Interested Parties: In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. Please go to the Texas Ethics Commission webpage (www.ethics.state.tx.us) for full instructions and to complete the required steps for creation of Form 1295. Once the form is completed online, printed and signed please return the form with your proposal submission.

DISCLOSURE OF LITIGATION

Each responder shall include in its submittal a complete disclosure of any civil or criminal litigation or investigation pending which involves the responder or in which the responder has been judged guilty.

EX PARTE COMMUNICATION

Please note that to ensure proper and fair evaluation of a submittal, the City prohibits ex parte communication (e.g., unsolicited) initiated by the responder to the Mayor, City Commission, or City Staff to make inquiries about the progress of this selection process. Respondents will be contacted when it is appropriate to do so. Process inquiries may be directed to Rene J. Jaime, Purchasing Agent for the City by email at rjaime@sjtx.us.

INDEMNIFICATION

The successful responder shall indemnify, save harmless and exempt the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, or fees incident to any work done as a result of this response and arising out of a willful or negligent act or omission of the successful responder, its officers, agents, servants, and employees; provided however, that the successful responder shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney fees arising out of a willful or negligent act or omission of the City, its officers, agents, servants and employees, or third parties.

LEGAL REQUIREMENTS

All parties offering submittals shall comply with federal, state and local laws and mandates relative to the preparation of submittals and the services to be provided and all applicable federal laws and regulations. Specifically the services to be provided are expected to be in compliance with the: American with Disabilities Act (ADA); Age Discrimination in Employment Act (ADEA); Consolidated Omnibus Budget Reconciliation Act (COBRA); Family and Medical Leave Act (FMLA); Health Portability and Accountability Act of 1996 (HIPPA) and all applicable federal and state requirements, including without limitation, ERISA, the Internal Revenue Code and its Act of 1994 (USERRA), insurance laws and regulations, and state anti-discrimination requirements. All submittals will be presumed to be in compliance with all applicable laws.

SUBMITTAL CONTENTS

The contents of the response submitted by the successful firm and this RFQ will become part of any contract award. The successful firm shall be expected to sign a contract with the City. The response and this RFQ shall be incorporated by reference into the contract as though fully set forth therein.

RIGHT OF RETENTION

The City of San Juan reserves the right to retain all responses submitted and to use any ideas in a submittal regardless of whether that submittal is selected. Submission of a response indicates acceptance by the firm of the conditions contained in this RFQ, unless clearly and specifically noted in the response and confirmed in the contract between the City of San Juan and the firm selected. Under no circumstances shall a responder whose submittal has not been accepted be entitled to any claims for compensation. The City reserves the right to hold a RFQ for 60 days without taking action.

REQUIRED INSURANCE

Certificate of Insurance should be made to the City of San Juan, 709 S. Nebraska, San Juan, Texas 78589 and should reference the RFQ number and name. Prior to an agreement being entered into proof of required insurance shall be emailed to Rene J. Jaime, Purchasing Agent at RJaime@sjtx.us.

All certificates must be received prior to commencement of service/work. All Certificates of insurance shall be approved by the Purchasing Agent prior to the commencement of any work. Available proof of insurance should be provided with RFQ submission and remaining proof of insurances are to be provided prior to commencement of the project.

In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued thirty (30) days prior to said expiration date. The City must be notified at least thirty (30) days prior to any material change in and/or cancellation and/or non-renewals of such policies.

The term "City" shall include The City of San Juan and their employees, officers, officials, agent, and volunteers in respect to the contracted services. Any failure on the part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirement.

The City reserves the right to make reasonable requests or revisions pertaining to the types and limits of that coverage.

During the term of the Contract, the successful respondent/selected firm shall acquire and maintain, for the duration of the contract period the following insurances:

- A. Comprehensive Commercial General Liability: The Respondent/Selected Firm shall provide minimum limits of \$1,000,000 each occurrence, \$2,000,000 annual aggregate combined single limit for bodily injury and property damage liability. This shall include premises/operations, independent contractors, products, completed operations, personal and advertising injury, and contractual liability. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs maintained by the City and shall name the "City of San Juan" as an additional insured with a waiver of subrogation. The policy of insurance shall be written on an "occurrence" form.
- B. Business Automobile Liability: The Respondent/Selected Firm shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

Applicable as long as no fragile or perishable products are transported; otherwise, Cargo Insurance is required.

This policy of insurance shall name the "City of San Juan" as an additional insured.

- C. Umbrella/Excess Liability: Respondent/Selected Firm shall provide umbrella/excess coverage with limits of no less than \$1,000,000 excess of Commercial General Liability, Employer's Liability and Auto Liability.
- D. Workers' Compensation: The respondent/selected firm shall provide and maintain workers' compensation insurance for all employees in the full amount required by statute and full compliance with the applicable laws of the State of Texas. Employer's Liability insurance shall be provided in amounts not less than \$1,000,000 per accident for bodily injury by accident; \$1,000,000 policy limit by disease; and \$1,000,000 per employee for bodily injury by disease."
- E. Professional Liability Insurance – The Respondent shall have the appropriate liability insurance written by an insurer authorized to transact insurance in the State of Texas. In addition to Professional Liability Insurance, respondents are also to provide with their submission proof of the following insurances:

- F. Other Provisions: All insurance carriers shall be rated A6 or better and be published on a current A.M. Best Rating Guide, or some other recognized equivalent rating service (e.g., Moody's, Standard & Poor's). The City may request a copy of the insurance policy according to the nature of the project. City reserves the right to accept or reject the insurance carrier. All Certificates of Insurance shall be provided on the Acord Form 25. All insurance requirements are imposed and must be complied with by any and all sub-contractors, and/or lower-tier subcontractors. A copy of endorsements providing Additional Insured, Primary Insurance and Waiver of Subrogation wording shall be attached to the certificates of insurance.
- G. **SURVIVAL** - Any and all representations, conditions and warranties made by Consultant under this Contract including, without limitation, the provisions of Section 1.a.1) of **these Commercial Insurance Specifications and Certificates of Liability Insurance Requirements** are of the essence of this Contract and shall survive the execution and delivery of it, and all statements contained in any document required by COSJ whether delivered at the time of the execution, or at a later date, shall constitute representations and warranties hereunder.
- H. Commencing on the date of this Contract, the CONSULTANT / RESPONDENT shall, at his own expense, purchase, maintain and keep in force such lines of insurance coverage as will protect him and the City of San Juan ("COSJ") and their employees and agents from claims, which may arise out of or result from his operations under this Contract, whether such operations are by himself, by any sub-consultant, supplier or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable, including, without limitation, the insurance coverage listed herein.

IX. SUBMITTAL INSTRUCTIONS

Request for Qualifications (RFQ) for Constructability Review Services are to be addressed to Rene J. Jaime, Purchasing Agent, City of San Juan, 709 S. Nebraska Ave., San Juan, Texas 78589 and will be received on March 11, 2021 until 10:00 AM at which time they will be taken to the City Hall Conference Room, and the names of the responding firms will be read aloud. Submissions are to have a return address on their envelope and are to be addressed as follows:

Request for Qualifications for Constructability Review Services, RFQ No. 21-02-02-22
Purchasing Department
City of San Juan
709 S. Nebraska Avenue
San Juan, Texas 78589-2649

To enable the City to efficiently evaluate the responses, it is important that the Respondents follow the required format in preparing their responses. Responses that do not conform to the prescribed format may not be evaluated.

Each copy of the responses shall be bound to ensure pages are not lost. Pages shall be no larger than letter size (8 ½" by 11") or, if folded to that dimension, twice letter size (11" by 17") each section (defined below) shall be separated by a tabbed divider. Elaborate covers and permanent binders are not required.

X. CONTENT OF SUBMITTAL

Each response shall be submitted as outlined in this section. Please include an outside cover and/or first page, containing the name of the Project.

A table of contents should be next, followed by dividers separating each of the following sections:

- **Divider #1: Statement of Project Team's Demonstrated Competence and Experience of the Project**

1. Cover Letter – prepared on the letterhead of the lead respondent, which summarizes the relevant characteristics that distinguish the respondent in its ability to work with COSJ on this project. The cover letter should identify each team member and his or her role. It should also identify a principal contact person authorized to commit the respondent to a contractual agreement. In addition to providing the name of a principal contact person, the address, telephone number, facsimile number, and email address of said individual shall be provided
2. Provide a brief description of your firm and its history providing the scope of services.
3. Detail how your firm has the unique abilities to provide the services per the supplied scope.
4. Provide a summary of not more than one (1) page detailing the unique qualifications of any, and each, sub-consultant.
5. Please demonstrate similar prior experience and provide no less than three references as specified below:

Provide a list of all current and/or previous projects (a maximum of 5) in the last three years, in which the Respondent has performed professional services similar to those sought in this solicitation. This list should include:

- Name of client
- Name and title of contact
- Contact information (Telephone, Email, etc.)
- Location (city and state)
- Duration of assignment
- Respondent's role in project

- **Divider #2: Project Team and Resumes**

1. Provide a team organization chart
2. Provide a resume for each team member to include expertise directly related to the scope of services. It shall be not more than one (1) page per person and cover the capabilities, professional experience and qualifications of each team member. Resumes shall include the team member's name, title, education, brief overview of professional experience, and team member licenses or professional affiliations.

- **Divider #3: Project Approach**

1. Describe what steps, tools, and methods you will employ to assist COSJ in achieving its constructability review goals.
2. Describe and demonstrate your firm's ability to perform the scope of services in a timely manner.
3. Detail how you have quickly performed similar services in the past.

- **Divider #4: Proof of Insurability:**

1. Respondent shall submit a copy of their current insurance certificate related to those required herein.
2. Submit a letter from insurance provider stating provider's commitment to ensure the Respondent for the types of coverage listed and at the levels specified herein if awarded a contract under this RFQ.

- **Divider #5: Good Faith Effort Plan (GEEP): Exhibit "A"**

- i. Policies on Equal Opportunity and SMWB

1. Equal Employment Opportunity Requirements - COSJ highly encourages Respondents to implement Affirmative Action practices in their employment programs. This means Respondents should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, national origin, political belief or affiliation, age, disability or genetic information.

The COSJ City Commission has adopted a policy to establish and oversee a program that will support the inclusion of small, minority and woman-owned businesses (SMWB). It is the policy of COSJ that it will ensure that small, minority, and woman-owned businesses have an equal opportunity to receive and participate in COSJ contracts. It is our policy to:

- Ensure nondiscrimination in the award and administration of COSJ contracts;
- Create a level playing field on which SMWBs can compete fairly for COSJ contracts;
- Ensure that only firms that attempt to meet small, minority, and woman-owned business good faith efforts are considered for contract awards.

Respondent's commitment to COSJ SMWB policy will be based on meeting or exceeding the minimum SMWB goal of 25%. The minimum goal is based on the total contract value. Points will be awarded based on the formula below:

- Minority and Women Owned Firms primes
 - Awarded 15 points
 - Small Business Enterprises (SBEs) primes
 - Awarded 5 points plus,
 - Subcontractor SMWB % participation X 20
 - Maximum of 10 points
 - Non-SMWB primes
 - Subcontractor SMWB % participation X 20
 - Maximum of 10 points
2. All SMWBs responding to COSJ solicitations as either prime or subcontractors, consultants, or vendors will require certification as an SMWB. SMWB certification will be accepted from The South-Central Texas Regional Certification Agency (SCTRCA), the Texas Historically Underutilized Business (HUB) Program, or federal SMWB designation as found in the System for Award Management "SAM" website at www.sam.gov. In order to comply with the SMWB goal in the GFEP, all firms submitted as SMWB must provide a copy of their certification certificate.
 3. The SMWB goal is expressed as a percentage of the total dollar amount of the contract going to SMWBs for those areas which the Respondent has subcontracted or anticipates to subcontract, including any future contract amendments. The goal shall also apply to contract amendments that require work beyond the scope of services originally required to accomplish the project.
 4. The Respondent agrees to employ good faith efforts to carry out this policy through award of subconsultant contracts to SMWBs to the fullest extent possible.

5. The COSJ GFEP will be used for scoring purposes based upon SMWB participation. However, all subcontractors and/or suppliers, whether SMWB-certified or not, must be listed in the GFEP for the information provided in the GFEP will be utilized in the development of the final contract/agreement. The GFEP format is attached as Exhibit "A." This form is required and considered part of the response to the RFP/RFQ. Should the Good Faith Effort Plan not be submitted, the proposal may be considered non-responsive.

- **Divider #6: Management and Organizational Approach**

1. A completed Conflict of Interest Questionnaire: Appendix A – CIQ Form pg. 1 of 2
2. A completed Form 1295 Certificate of Interested Parties

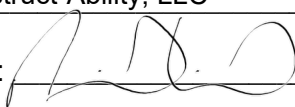
- **Divider #7: Signed and completed original of RFQ Packet No. 21-02-02-22**

Firm is responsible for registering by email for notice of addendums.

Firm agrees that the City will not be responsible for any errors, omissions, inaccuracies, or incomplete statements in this RFQ. Firm accepts all terms of the RFQ submittal process by signing this letter of interest and making the RFQ submittal.

This RFQ shall be governed by and construed in all respects according to the laws of the State of Texas.

Firm's Name: Construct-Ability, LLC

Authorized Signature: _____

Print Name: Nicholas W. Carlisle

Title: Vice President

Date: March 11, 2021

Telephone: 830.632.6139

E-Mail: nick@construct-ability.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 	
1 Name of vendor who has a business relationship with local governmental entity. Construct-Ability, LLC		
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. N/A Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☒ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☒ No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more. N/A		
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 Signature of vendor doing business with the governmental entity March 11, 2021 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 "A"
GOOD FAITH EFFORT PLAN FOR
PROFESSIONAL AND OTHER CONSULTING SERVICES
SUB-CONTRACTS
(Pages 17 - 20)

FOR

RFQ NO. 21-02-02-22 2ND Amended – Constructability Review Services

SECTION A - PROPOSER INFORMATION:

Name of Firm: Construct-Ability, LLC

Address: 105 S. River Street

City: Seguin **State:** Texas **Zip:** 78155

Contact Person: Nicholas W. Carlisle **Telephone:** 830.632.6139

Email Address: nick@construct-ability.com **Fax:** _____

Is your firm Certified: Yes _____ No: X **If certified, Certification Number:** _____

Type of Certification: _____ SBE _____ WBE _____ MBE

Prime's Percent Participation on this Project 80 %

1. List ALL SUBCONTRACTORS/SUPPLIERS that will be utilized on this project/contract.

Name & Address of Company	Scope of Work/Supplies to be Performed/Provided by Firm	% Level of Participation on this Project	If Firm is Certified, Provide Certification Number and attach copy of Certification Affidavit
1. Construct-Associates, LLC	QA/QC Electrical & Automation Review	25	220052665
2.			
3.			
4.			

SECTION B. – SMWB COMMITMENTS

The SMWB goal on this project is 25 %

1. The undersigned proposer has satisfied the requirements provided in the Divider #5 specification section (on page 13 of 22) of this document in the following manner (please check the appropriate space):

X The proposer is committed to a minimum of 25% SMWB utilization on this contract.

 The proposer, (if unable to meet the SMWB goal of 25%), is committed to a minimum of % SMWB utilization on this contract. *(If contractor/consultant is unable to meet the goal, please fill out Section C and submit documentation demonstrating good faith efforts).*

2. Name and phone number of person appointed to coordinate and administer the SMWB requirements on this project.

Name: Nicholas W. Carlisle

Title: Vice President

Phone Number: 830.632.6139

IF THE SMWB GOAL WAS MET, PROCEED TO AFFIRMATION AND SIGN THE GFEP. IF GOAL WAS NOT MET, PROCEED TO SECTION C .

SECTION C – GOOD FAITH EFFORTS (Fill out only if the SMWB goal was not achieved).

1. List all firms you contacted with subcontracting/supply opportunities for this project that will not be utilized for the contract by choice of the proposer, subcontractor, or supplier. Written notices to firms contacted by the proposer for specific scopes of work identified for subcontracting/supply opportunities must be provided to subcontractor/supplier not less than five (5) business days prior to bid/proposal due date. The following information is required for all firms that were contacted for subcontracting/supply opportunities.

Name & Address of Company	Scope of Work/Supplies to be Performed/Provided by Firm	Is Firm SMWB Certified?	Date Written Notice was Sent & Method (Fax, Letter, E-Mail, etc.)	Reason Agreement was not reached?
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

(Use additional sheets as needed)

In order to verify a proposer's good faith efforts, please provide to the City of San Juan copies of the written notices to all firms contacted by the proposer for specific scopes of work identified in relation to the subcontracting/supply opportunities in the above-named project. Copies of said notices must be provided to the SMWB Program Manager within five (5) business days after the response is due. Such notices shall include information on the plans, specifications, and scope of work.

2. Did you attend the pre-proposal conference scheduled for this project? Yes **No**

3. List all SMWB listings or directories, contractor associations, and/or any other associations utilized to solicit SMWB Subcontractors/suppliers.

Goals met with teaming components applicable to the RFQ.

4. Discuss efforts made to define additional elements of the work proposed to be performed by SMWBs in order to increase the likelihood of achieving the goal:

5. Indicate advertisement mediums used for soliciting bids from SMWBs. (Please attach a copy of the advertisement(s):

None required due to previous task orders performed together.

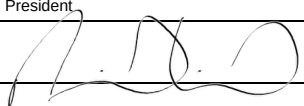
AFFIRMATION

I hereby affirm that the above information is true and complete to the best of my knowledge. I further understand and agree that, this document shall be attached thereto and become a binding part of the contract.

Name and Title of Authorized Official:

Name: Nicholas W. Carlisle

Title: Vice President

Signature: 

Date: 3-11-21

NOTE:

This Good Faith Effort Plan is reviewed by City of San Juan. For questions and/or clarifications, please contact Rene J. Jaime, Purchasing Agent by email at RJaime@sjtx.us. (All emails shall have the RFQ No. 21-02-02-22 Constructability Review Services in the Subject Line). If the SMWB goal was not met, the City of San Juan will evaluate the "good faith efforts" of the respondent.

Addendum No. 1

February 22, 2021 at 9:00 AM

Constructability Review Services

RFQ No. 21-02-02-22

Please note changes as follows:

1st Amended on February 22, 2021 at 9:00 AM

~~The bid opening date has been changed to Monday, March 1, 2021 at 10:00 AM~~

~~Submissions are to be received on or before March 1, 2021 at 10:00 AM.~~

I acknowledge receipt of Addendum No. 1 dated February 22, 2021 for RFQ 21-02-02-22 Constructability Review Services.

By:



Signature

Print Name & Title:

Nicholas W. Carlisle

Firm / Company Name:

Construct-Ability, LLC

Date:

February 25, 2021

Email completed copies of all addendum acknowledgement pages to RJ Jaime@sjtx.us no later than 10:00 AM on February 25, 2021 at 10:00 AM.

Addendum No. 2

February 26, 2021 at 2:00 PM

Constructability Review Services

RFQ No. 21-02-02-22

Please note changes as follows:

2nd Amended on February 26, 2021 at 3:00 PM

- * The bid opening date has been changed to Monday, March 11, 2021 at 10:00 AM
- * Submissions are to be received on or before March 11, 2021 at 10:00 AM.
- * Exhibit "A" Good Faith Effort Plan for Professional and other Consulting Services Sub-Contracts has been added for submission. *(Found on page 13 of 22)*
- * How to submit references has been clarified in the Divider #1 section found on page 12 of 17.
- * Questions and/or requests for RFQ clarifications must be submitted in writing and received by Friday, March 5, 2021 at 10:00 AM.

I acknowledge receipt of Addendum No. 2 dated February 26, 2021 for RFQ 21-02-02-22 Constructability Review Services.

By:



Signature

Print Name & Title:

Nicholas W. Carlisle

Firm / Company Name:

Construct-Ability, LLC

Date:

March 5, 2021

Email completed copies of all addendum acknowledgement pages to RJaime@sjtx.us no later than Friday, 10:00 AM on Friday, March 5, 2021 at 10:00 AM.



A Professional Project Management Firm

PORT OF CORPUS CHRISTI | CORPUS CHRISTI, TX



RFQ NO. 21-02-02-22

CONSTRUCTABILITY REVIEW SERVICES

PREPARED FOR

THE CITY OF SAN JUAN

MARCH 11 2021, 10:00 AM

Corpus Christi | Austin | Dallas | Houston | San Antonio



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CORPUS CHRISTI
1101 Ocean Drive (78404)
P.O. Box 2682
Corpus Christi, TX 78403
Ofc 361/882-0469
Fax 361/882-0858
www.agcm.com

March 11, 2021

Rene J. Jaime
Purchasing Agent
City of San Juan
709 S. Nebraska Avenue
San Juan, TX 78589-2649

SUBJECT: RFQ for Constructability Review Services (No. 21-02-02-22)

Dear Mr. Jaime,

AG|CM, Inc, a small business, and our technical teaming partner, Doucet & Associates, a women-owned small business, are pleased to submit our Statement of Qualifications to perform Constructability Review Services for the City of San Juan. This contract is our opportunity to demonstrate the value of our services and to illustrate our ability to complete the objectives set forth by the contract. We offer the City of San Juan many benefits:

CONSTRUCTABILITY AND COST CONTROL EXPERIENCE

- Provided **Constructability Reviews** for 30+ local municipalities
- **Estimated** over 718 projects valued at over \$10.1 Billion
- Performed **Value Engineering and Constructability Review** on 17 Federal projects.
- Doucet & Associates worked on over **30+ water and wastewater projects** throughout the State
- **Project Principle** – Certified Professional Cost Estimator
- **Cost Control Lead** – Mechanical Engineer and a Certified Estimator with over 12 years' experience
- **Constructability Team** – over 60 years' combined experience in water and wastewater plants
- **Technical Team** led by Doucet brings a registered Civil Engineer with over 20 years in WWTP design

PRINCIPAL CONTACT

Principal: Lorenzo Martinez, Jr., CPE
Title: Vice President of Preconstruction Services
Address: 1101 Ocean Drive, Corpus Christi, TX 78404
Phone: Office: (361) 882-0469 | Cell: (361) 816-6215 | Fax: (361) 882-0858
Email: lmartinez@agcm.com

Selecting the right Constructability/Cost Control firm is a major decision. You must ensure that they present you with an estimate/design review you can trust. If not, you have no real measure of where you stand in relation to your budget. Our constructability/cost control services will assure that you know the cost of your project before bid day.

Respectfully,

Lorenzo Martinez, Jr., CPE, Vice President of Preconstruction Services



A Professional Project Management Firm

Museum Reach, SARA | San Antonio, TX



TAB 1 STATEMENT OF EXPERIENCE

01

STATEMENT OF
EXPERIENCE

1.2 Provide a brief description of your firm and its history providing the scope of services.

AG|CM is a leading project and cost management consultancy firm operating since 1996. A firm based in Corpus Christi, Texas, AG|CM has over 680 years of combined experience in constructability review, program/project management, estimating, scheduling, and value engineering.

A large portion of AG|CM's annual revenues come from the highly effective in-house preconstruction services it offers in the areas of Cost Estimating, Cost Control, Constructability Review and Value Engineering. AG|CM's estimating expertise ranges from early program conceptual cost estimating and scheduling to detailed cost predictability. To support its Construction Management business, AG|CM has assembled highly skilled professionals. AG|CM personnel includes certified Project Management Professionals (PMPs), Certified Construction Managers (CCMs), Certified Professional Estimators (CPEs), Certified Cost Engineers (CCEs), Professional Engineers (PEs), and licensed Architects. Additionally, most of AG|CM's Program/Project Management personnel have all completed Construction Quality Management for Contractors (CQM-C) training given by the Army Corps of Engineers. Each of these licenses and certifications represent the highest forms of credentials in the industry and reflect why AG|CM is the most qualified team to successfully execute the City of San Juan's request for constructability review services.

1.3 Detail how your firm has the unique abilities to provide the services per the supplied scope.

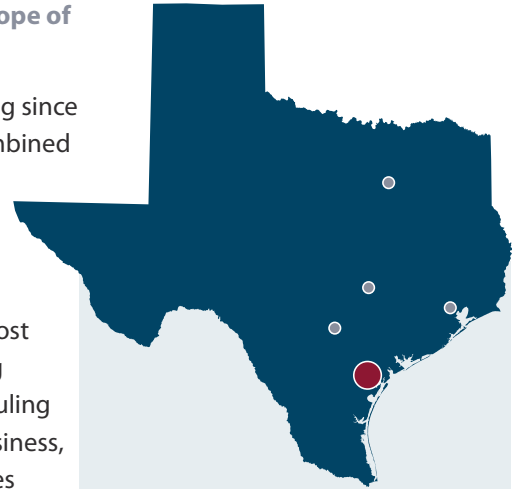
UNIQUE QUALIFICATIONS

Our Team provides increased resources to the serve the city, seamless customer interface and faster response time to project deadlines.

- AG|CM construction professionals with 20+ years experience
- 718 projects/programs estimated at approximately \$10.2 billion
- Proficient with technology (InSite, Planswift, RSMeans, MCASES/MII, PACES, Primavera, MS Project, Procore, etc.)
- Our team is backed by an experienced staff of engineers, architects, and construction managers
- Doucet & Associates have nearly 30 years of experience providing services for water and wastewater improvements

TECHNOLOGY

With the technology our firm uses, we can deliver more accurate estimates and schedules in a more timely fashion. The various softwares we use allow us to build construction assemblies, host real-time pricing data, and create three dimensional renderings. With this advantage, we provide our clients detailed information that is both comprehensive and precise in order to develop the best informed decisions.



CORPORATE HEADQUARTERS / LOCAL OFFICE

Corpus Christi
1101 Ocean Drive
Corpus Christi, TX 78404

OTHER OFFICES

Austin
3112 Windsor Rd.
Suite 120
Austin, TX 78703

Dallas
5606 SMU Blvd.
Suite 600752
Dallas, TX 75360

Houston
3200 Wilcrest Dr.
Suite 100
Houston, TX 77042

San Antonio
11503 Jones Maltsberger
Suite 1153
San Antonio, TX 78216

OWNERSHIP
Derwood Anderson
President and CEO

SIZE
64 Employees

PROFESSIONAL ESTIMATORS

AG|CM is a Professional Project Management firm, with over 60% of its revenue generated through Project Management Services. AG|CM is actively competing for and currently managing various projects under contract throughout Texas. Daily, ongoing participation in the local marketplace exposes our firm to material, equipment and labor availability, construction activity, productivity and costs, from perspectives not easily obtained from Cost Consulting Firms only focused on third party cost estimating and scheduling.

Serving in this capacity has forced our firm and staff to work and familiarize with local Architects, Engineers, Developers, General Contractors, Vendors and Subcontractors. From Advising Developers, Architects and Engineers on Cost and Constructability to Managing and Negotiating with General Contractors on behalf of Owners, AG|CM and, most importantly, the in-house staff and teaming partners proposed for this contract have a wealth of experience in construction. Our role as a Cost Consultant and Project Manager alike has required us to manage or negotiate with General Contractors and Construction Manager at Risk (CMAR) Firms on various projects throughout the state, ranging in size from a few thousand square feet up to tens of thousands of square feet, from tens of thousands of dollars to tens of millions. We are commonly required to reconcile our own independent cost estimates with General Contractors' Bids and CMAR estimates and Guaranteed Maximum Price Proposals. Often we are required to work alongside the CMAR throughout the design process, collaboratively, to develop value engineering solutions, review plans for constructability issues, and to develop cost estimates.

ESTIMATING EXPERIENCE

CATEGORY	COST
Educational	\$ 4,637,971,388
Municipal	\$ 2,017,505,207
Federal	\$ 2,131,917,394
Healthcare	\$ 69,955,820
Industrial	\$ 756,827,201
Aviation	\$ 255,146,162
Private	\$ 541,901,755
Total	\$ 10,411,224,928

COST CONTROL

AG|CM strongly advocates a Cost Control Process during design whereby detailed cost estimates are prepared at various stages of the design stage process as indicated below:

- **Schematic Design Stage:** Estimate is parametric in nature and is developed with a 15 to 20% design contingency, used to compensate for the lack of details.
- **Design Development Stage:** Estimate is developed with a reduced design contingency of 10 to 15% depending on the level of detail contained in the plans and specifications.
- **Construction Document Stage:** Cost Estimates can be prepared at the 25%, 75%, and 95% completion stages with corresponding reductions made in the design contingency. As the documents are developed and the design contingency should approach zero at the time of bidding.

Furthermore, competitiveness of the marketplace is the greatest challenge many projects face. AG|CM has successfully implemented programs to ensure bids are competitive, and can "drive" this process for our clients to ensure bids are competitive and within the construction cost limitation for the project. We refer to a comprehensive list of preconstruction services as our Cost Control Process inclusive of **Cost Estimating, Constructability Review, and Value Engineering**, each individually described below:

Detailed Cost Estimating - We pride ourselves in our unique ability to visualize the content of a project before its drawn. Building on previous experience, we're able to generate detailed cost estimates from little information. Our detailed estimates prove to be helpful tools for the owner and design team in adjusting design elements to meet budget constraints and functionality, much more so than square foot cost estimates.

Constructability Review - Constructability is a feasibility analysis with regard to available materials, labor, equipment, and best practices. It asks the question "Can this project realistically be constructed with the current design?"

AG|CM's Constructability Review clients include:

- Port of Houston Authority
- Port of Corpus Christi
- University of Texas Systems
- City of Corpus Christi
- Bexar County
- City of San Antonio
- Williamson County
- Nueces County
- Texas Department of Criminal Justice
- Corpus Christi Army Depot
- City of Austin
- US Army Corps of Engineers
- Brazoria County
- Alvin Community College
- Harris County ESD
- City of Katy
- Del Mar College
- Houston Community College
- Lamar Consolidated ISD
- Texas Facilities Commission
- Texas State University
- City of New Braunfels
- Parkland Hospital
- City of Dripping Springs
- San Antonio Water System (SAWS)
- San Antonio River Authority (SARA)
- General Services Administration
- Dept of Veterans Affairs
- Overton Brooks VA Medical Center
- Ellington Air Force Base
- Maxwell Air Force Base

Value Engineering - This addresses some of the same issues; however, instead of asking "Can it be built?"; The question is "Can it be built better?" The goal of value engineering is to add value to the project without sacrificing scope or functionality. This may entail using a different material or changing some component of the design. There are many different approaches to value engineering, so it is important to stay current with the latest methods being used. We currently have two staff members who are Associate Value Specialist with SAVE International. They regularly attend Value Engineering Charettes, where they work side by side with a team of engineers and architects to analyze the design of a specific project.

FINANCIAL CONFIDENCE

Selecting the right cost estimator is a major decision. It is important that you have an estimate you can trust. If not, you have no real measure of where you stand in relation to your budget and construction costs. AG|CM and our teaming partners can give you the financial confidence needed to plan and execute a successful program and keep you from suffering the financial headaches of uncertain costs and non-executable programs due to insufficient funds. Our estimating services will assure that you know the cost of your project before bid day. We also provide interdisciplinary plan review, constructability, and value engineering analysis, as well as change order cost determinations during the construction process.

PROJECT ASSURANCE

Our preconstruction team consists of highly educated and experienced professionals who have an eye for detail and strive for success. From budgeting/programming and into project closeout, AG|CM and our teaming partners are the best choice for cost estimating and scheduling. We incorporate proven innovative technology and trusted resources to supplement our years of experience when developing our estimates. Our passion for our craft leads directly to a thorough and professional resource for your project. We will ensure a smooth, trouble-free process resulting in an experience that fully meeting your expectations.

AG|CM's staff has diverse skills and backgrounds and can provide total project solutions from conception through startup and operation for any type of project. We trust you will find our response to this proposal request demonstrates our team's unique qualifications to provide the constructability review as needed by The City of San Juan. We certify our Team can meet all requirements set forth in this RFQ.

STATEMENT OF AVAILABILITY

AG|CM, its principals and key professionals are available to provide the required services for City of San Juan should we be selected for this project. Our Team's ability to manage multiple tasks is demonstrated by the volume of projects estimated each year. The fact that the majority of our work comes from repeat clients is a testament to AG|CM's ability to manage multiple tasks well.



- 1.4 Provide a summary of not more than one (1) page detailing the unique qualifications of any, and each, subconsultant.

HISTORY OF DOUCET

Doucet & Associates, Inc. (Doucet) was founded by Amy and John Doucet in 1992 with a mission to build a civil engineering and land surveying firm that creates a positive difference in the lives of our clients, employees and communities we serve. Our headquarters are located in Austin with offices in Houston, San Antonio, North Austin (Williamson County), and Gonzales, TX. We are a registered HUB in the State of Texas, a Woman-Owned Small Business with the U.S. Small Business Administration, DBE & WBE-certified in the City of Austin, and SBE and WBE-certified through the South-Central Texas Regional Certification Agency.

PROFESSIONAL FIRM REGISTRATIONS

- Texas Board of Professional Engineers Firm No. F-3937
- Texas Board of Professional Land Surveying Firm No. 10105800
- Certified HUB VID#: 1742638150900 / Exp. Date: June 1st, 2021
- SBE and WBE-Certified through SCTRA / #219119966 / Exp. Date: 11/30/2021

WATER AND WASTEWATER DIVISION

Our team of professional engineers (PEs), and other licensed professionals has provided water and wastewater engineering and consulting services for more than four decades. In 2016, Doucet expanded its staff and service capabilities in the acquisition of Chan & Partners Engineer, LLC (CPE), a local engineering firm with more than 30 years of experience in Austin. With joined forces, Doucet and CPE have successfully completed numerous W/WW improvement projects, lift stations, floodplain modeling and mapping, watershed-scale drainage and stormwater master planning efforts for many Central Texas entities.

WASTEWATER CONVEYANCE AND LIFT STATION EXPERIENCE

Driven by our strong management and technical leadership, the Doucet Team has designed and completed over 30 water, wastewater, and reuse water pipeline projects for the City of Austin and other entities. Our experience on similar projects will drive our ability to produce a technically sound, environmentally sound, affordable, constructible, safe, and maintainable project. We have valuable experience in a wide range of projects including wastewater conveyance and lift stations, including:

- Harris Branch Lower 'A' Wastewater improvements, 30" Diameter Wastewater Interceptor and Siphon Line Decommission
- Decker 36" Diameter Reclaimed Water Transmission Main
- Hergotz-Lockheed and Linger Lane Wastewater Gravity and Force Main
- ABIA Terminal and Apron Expansion, Water Line Relocations
- Mopac 42" Water Transmission Main Relocation
- Bryson Municipal Utility District Wastewater Interceptor
- Off-Site Wastewater Improvements for the Bella Fortuna Development



LIFT STATION EXPERIENCE

STATION	SIZE	STATUS
Bella Fortuna Lift Station	290 GPM	In-Design
Waterstone Lift Station	1100 GPM	In-Design
Big Sky Lift Station	425 GPM	Operational August 2020
Bryson MUD Lift Station	1200 GPM	In Operation



San Antonio Water Systems

RANCH TOWN NO. 2 PUMP STATION

Location

Helotes, TX

Duration

2020 - present

Project Role

- Constructability

Review

- Cost Estimating

Contact

LAN, Inc

Elaiza Alvarez, PE, CFM

(210) 321-4327

EMAlvarez@lan-inc.com

The AG|CM estimating team has been tasked to collaborate with the design team to produce detailed OPPC's with a unit price bid form approach at 30%, 60% 90% & 100% designs.

The current construction cost for the project is valued at approximately \$3.5 million. The 40 year old pump station serves customers in the northwest part of Bexar County, in pressure zone (PZ) 1524. The project scope of work primarily consisted of complete replacement of electrical and SCADA (supervisory control and data acquisition) equipment and three, 1,000 gpm booster pumps and motors. This includes a new pre-cast concrete building on a slab-on-grade foundation to house new MCC (motor control center), PLC (programmable logic controllers), SCADA equipment, uninterrupted power supply and miscellaneous metering & instrumentation devices. Additionally, the project requires new 480v electrical service and distribution, site lighting, diesel standby generator, tree preservation, re-grading & drainage, paving and security fencing with a vehicular gate.



San Antonio River Authority

SAN ANTONIO WESTSIDE CREEKS TRAIL

Location

San Antonio, TX

Duration

2018 - 2019

Project Role

- Constructability Review
- Cost Estimating
- Value Engineering

Contact

Pape-Dawson
Engineers, Inc.
Brize Moczygemba, PE
(210) 375-9000
bmoczygemba@
pape-dawson.com

The project consist of two phases with 10' wide concrete hike & bike trails from Knoke Street to Alderete Park.

This includes paving, landscaping/irrigation, wayfinding signage, 8 trail street connections with furnishings and shade structures and a prefabricated pedestrian bridge. Additional infrastructure required precast culverts, concrete retaining walls, traffic control and SWPP measures. AG|CM was tasked to provide complete detailed estimates at 40%, 70% and 95% Design stages.



City of Dripping Springs

DRIPPING SPRINGS TIRZ TOWN CENTER

Location

Dripping Springs, TX

Duration

2019 - Present

Project Role

- Constructability

Review

- Cost Estimating

Contact

City of Dripping Springs

Keenan Smith

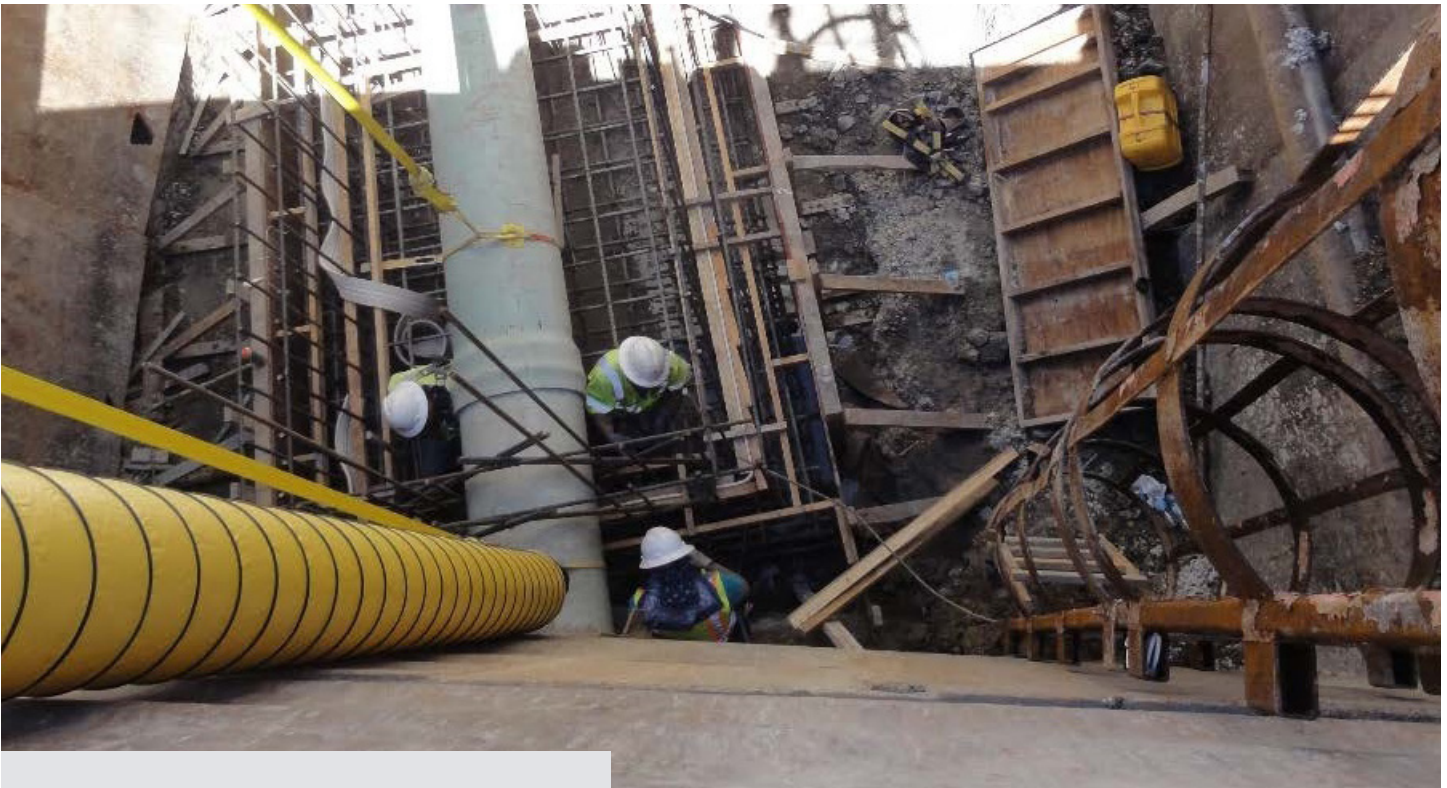
(512) 659-5062

keenan@

citylightsdesign.com

Performed Cost Estimating Support for Infrastructure of the new Town Center in downtown Dripping Springs.

The estimate was broken out by Phase 1, 1A, 2 and 3. In addition, AGCM assisted with development and coordination of constructability and Cost Allocation between multiple stakeholders. From the TIRZ Board, "The Town Center is envisioned as a complex of civic and commercial buildings at the western terminus of Mercer Street that can meet the needs of the growing community and contribute to its economic viability. Shared uses within the Town Center should be optimized to the extent feasible to promote governmental efficiency and fiscal stewardship. The Town Center should provide a major focal point and gathering space – a "Town Square" - for special events, festivals and gatherings that can also serve as the symbolic heart of the community. Commercial uses capitalizing on US 290 frontage property should be included to extend the viability and visibility of Mercer Street as a regional destination, to promote an active pedestrian environment around the Town Square, and to offer a potential revenue stream that could help to offset capital and operating costs of the Town Center."



City of Austin

LOWER HARRIS BRANCH WASTEWATER IMPROVEMENTS

Location

Austin, TX

Duration

September, 2018

Project Role

- Final Design
- Permitting
- Bid Assistance
- Construction Phase Services

Contact

Austin Water Utility
Yvonne Gil-Vallejo
(512) 703-6637

As the prime engineer, Doucet provided the final design, permitting, bid assistance and construction phase services, establishing and monitoring the project schedule, deliverables, work scopes, and managing all final design investigations and assessments of the Doucet sub-consultants including surveying, geotechnical, environmental and archeological, structural and trenchless technology expertise.

The improvements consists of 30 to 36-inch diameter wastewater interceptor from the existing Harris Branch Wastewater Treatment Plant (WWTP), west of Boyce Lane, to the west side of State Highway (SH) 130, a distance of approximately 7,500 linear feet and abandonment of the existing siphon line under Harris Branch Creek. The wastewater interceptor parallels Harris Branch and crosses under Boyce Lane (Travis County maintained) and Parmer Lane (TxDOT maintained).



City of Austin

BELLA FORTUNA OFF-SITE WASTEWATER INTERCEPTOR

Location

Austin, TX

Duration

November, 2019

Project Role

- Preliminary and Final Design
- Permitting
- Bid Drawings and Specifications
- Construction Phase Services

Contact

Cadence Development
Bob Ruggio
(512) 301-8888

The Bella Fortuna project is located in Southeast Travis County and is in the City of Austin service area. With a wastewater service request to Austin Water, it was determined that a 30-inch interceptor was required.

During the review process for the extension request, several off-site routes were studied before the current route was selected. Austin Water determined that an oversized wastewater main was prudent such that one large main would be constructed to serve the growing area. Doucet was hired to design the off-site wastewater interceptor. Doucet prepared the wastewater service extension request and coordinated with Austin Water to assess alternative off-site wastewater interceptor alignments, pipe sizes and peak flow projections, considering future growth in the area. Doucet and Austin Water determined the final alignment and interceptor pipe sizes.

Katy Boardwalk | Katy, TX

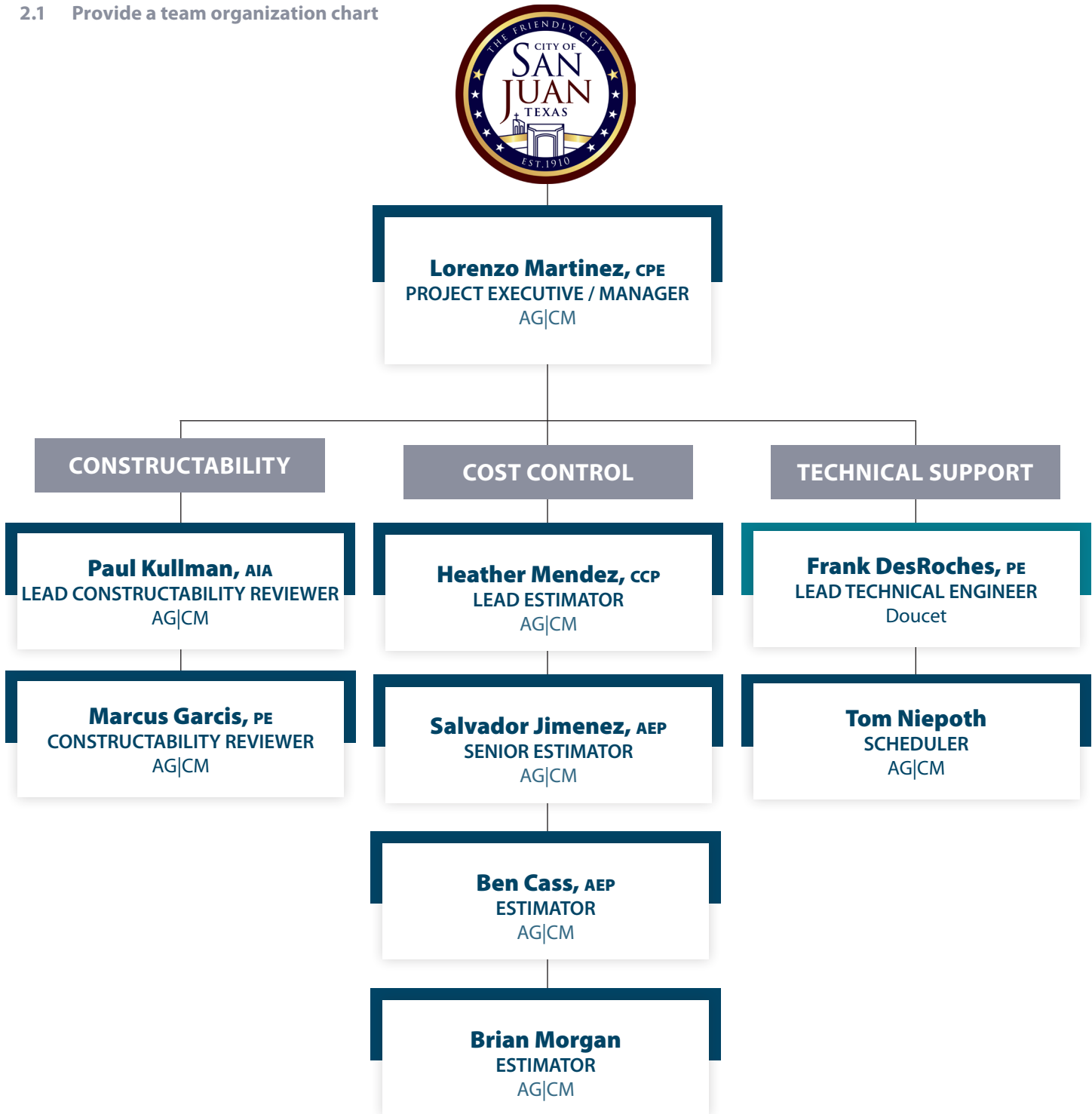
TAB 2 PROJECT TEAM AND RESUMES



02

PROJECT TEAM AND RESUMES

2.1 Provide a team organization chart



LORENZO MARTINEZ, CPE

Project Executive/Manager

AG|CM



Joined AG|CM in 2003

Education

Bachelor of Business
Administration
-Management
Texas A&M University C.C.
Corpus Christi, TX

Associate in Applied
Science
Architectural Technology
Del Mar College
Corpus Christi, TX

Training & Certifications

ASPE Certified Professional
Estimator (CPE)
No.: 92 20 00-788-0411

Micro Computer Aided
Cost Engineering Systems
(MCACES)

Associations

American Society of
Professional Estimators
(ASPE)

Mr. Martinez manages the AG|CM preconstruction department, supervising all processes and training. He prepares cost estimates from concept to construction document phases, and throughout construction. Since 2003, he has prepared cost estimates for approximately 700 projects totaling over \$10.2 billion.

He performs Constructability Review and Value Engineering services as an active participant in the design process. Mr. Martinez has 17 years of experience in all aspects of preconstruction/cost control services with another seven years of field experience in construction.

RELEVANT PROJECT EXPERIENCE

Port of Houston Authority IDIQ Contract - Houston, TX

Project Manager

Providing detailed cost estimates on a task order basis to PHA. Task orders to date include:

- Woodhouse Terminal Grain Elevator Demolition
- Wharf 17 Fender Replacement
- Property Development South of Port Road
- Lash Dock at Barbours Cut Terminal Demolition
- Bayport Cruise Terminal Facility
- Barbours Cut Terminal 6 Administration Building Office Relocation / Renovation
- Shed 46 Pavement Repair
- Transit Shed 30-31 Roof Repair
- Beltway 8 Land Development
- Bayport Terminal Complex Trench Drain Repairs
- Manchester Fence and Washout Repairs
- Jacinto Terminal Paving Repairs
- Bayport Terminal Warehouse Development
- Barbours Cut Water Tank Replacement
- Barbours Cut Terminal 6 Administration Bldg Office C3 Relocation/Renovation
- Bayport Cruise Terminal Demolition
- Bayport Terminal Mid-Channel Fire Protection
- Manchester Terminal Wharf 2 Repairs
- Bayport Terminal Maintenance Bldg Addition

W-6 Upper Segment: Hwy 90 to SW Military Drive Sewer Main - San Antonio, TX

Lead Estimator

Provided cost estimating, constructability, and value engineering. This project will replace aging infrastructure that conveys more than 90% of the sewershed's total flow to the treatment plant. This project is part of the work required by San Antonio's agreement with the U.S. EPA to address capacity constrained sewer infrastructure across the city. Provided VE pricing at 60% design documents with estimated cost of \$180 million.

City of Port Aransas - Public Works Addition & Renovation- Port Aransas, TX

(3/2019) Provided detailed cost estimates and VE cost estimates for feasibility study for 6,100 sf renovation and addition to the City of Port Aransas Public Works building. Project Estimate: \$2.15M

PAUL KULLMAN, AIA

Lead Constructability Reviewer



Joined AG|CM in 2010

Education

A.A.S Architecture
Del Mar College

Bachelor of Science in
Theology
SW Baptist Seminary

Master of Divinity
SW Baptist Seminary

Training & Certifications

Licensed Architect in
Texas: #10982

Associations

American Institute of
Architects

Texas Society of
Architects, Brazos
Chapter

Mr. Kullman has been involved with a variety of private and public projects with varied delivery methods. His commitment to the technical production of contract documents and related details complement his problem solving nature to better serve his clients.

Mr. Kullman is a Texas registered architect with over 40 years of experience in the design & construction industry. This experience includes the design/supervision on over 400 projects that include educational, retail, industrial, and religious facilities.

RELEVANT PROJECT EXPERIENCE

Del Valle ISD Middle School Replacement - Del Valle, TX

Estimator

The new one story middle school will have a capacity of 1,000 to 1,200 students featuring collaborative classrooms with outdoor learning courtyards, two competition gymnasiums and geothermal heating. Additionally, the campus requires a new rubberized track with synthetic turf infield and associated site improvements.

Brazoria County Courthouse Campus Renovation - Angleton, TX

Program Manager

Performs constructability review of all contract documents and serves Brazoria County as the lead communications contact between the Owner and Design Team. He also serves as the Owner's Representative for design and program coordination.

Lockwood, Andrews, and Newman, Inc. (LAN) - College Station, TX

Senior Program Manager

Performed facility condition assessment for clients such as Alamo College System, Huntsville ISD and New Caney ISD. These condition assessments are traditional precursors for calling bond elections. Paul also

performed numerous QC/QA and constructability reviews initiating value engineering efforts for the City of Galveston, City of Conroe, City of Houston, Stafford ISD, and Tomball ISD.

Huntsville ISD - Facility Condition Assessments - Huntsville, TX

Paul performed the architectural interiors assessment for nine campuses for Huntsville ISD. Each campus facility was visited to gather data and input in VFA Facility View software. The District hired LAN to complete a Facility Condition Assessment of educational and support facilities. In total, 1.2 million SF of facilities were included in the assessment. The work included visual assessment and documentation of educational and support facilities, including structural and envelope, interior, and MEP disciplines.

New Caney ISD - Facility Condition Assessments - New Caney, TX

Performed the architectural interiors assessment for 14 campuses. Each campus facility was visited to gather data and input in VFA Facility View software. This provided value and confidence when the client moves forward for a bond election to improve the district's facilities. The subsequent bond

MARCUS GARCIA

Constructability Reviewer



Joined AG|CM in 2004

Education

Business Administration
Durham Business College

Auto Mechanics
Del Mar College

Training & Certifications

Certified Construction
Quality Management for
Contractors (CQM-C) #784

NACE Certified Level 1
Coatings Inspector

Grade D TCEQ Water
License

Grade B Water License
Certification Courses

Hydrology of Floods and
Watershed Systems,
AWRA, Texas Section

Supervisory Principals and
Processes for High
Performance

Incident Command
System-Chemical Spill
Response

Certified Facilitator (KASET
International)

OSHA Confined Space
Entry

OSHA 10 Hour Certification

Mr. Garcia has almost 50 years of experience in utility maintenance and roadway construction. Before joining AG|CM, he retired from the City of Corpus Christi after 31 years of service in the Water and Storm Water Departments.

His extensive experience includes overseeing major civil construction projects on water transmission, distribution and wastewater systems, drainage systems and road construction as supervisor and inspector. Since joining AG|CM, he has served in the capacities of inspector and construction manager. He has a keen eye for plans, specifications and the work performed. He has the ability to spot conflicts far in advance of them becoming problems in the field and offers sound solutions where appropriate. He is certified in Construction Quality Management for Contractors (CQM-C) through the United States Army Corps of Engineers (USACE).

RELEVANT PROJECT EXPERIENCE

City of Corpus Christi Streets Capital Improvements Program 2014-2019 - Corpus Christi, TX

Construction Manager & Lead Inspector

Between 2014 and 2019, AG|CM personnel were assigned to oversee over 14 city street reconstruction projects, a combined length exceeding 22 miles and totaling \$107M in construction. Marcus oversaw the following projects:

- Flato Rd. – Agnes to Bates: Street reconstruction with drainage improvements.
- Southern Minerals Rd. – Up River Rd. to Leopard St.: Street reconstruction with drainage improvements.
- Yorktown Blvd. – Everhart Rd. to S. Staples St.: Street reconstruction with drainage improvements.
- Schannen Hike & Bike Trail Trail, LGPP TxDOT: Construction of a new mixed-use path.

Corpus Christi RTA's Bus Stop/ADA - Grade Conversion Project - Corpus Christi, TX

Construction Manager/Inspector

Consists of Zones 1 and 2. Responsible for daily construction inspection, conflict resolution, finding solutions to field layout and design problems.

City of Corpus Christi's Capital Improvement Program - Corpus Christi, TX

Lead Pipeline Inspector

\$181M The CIP program consisted of 116 projects of which 8 (\$5M) for installation of storm water drainage lines; 16 (\$56M) projects for wastewater improvements, and 23 (\$29M) for new city water lines.

Port of Corpus Christi Nueces River Railyard - Corpus Christi, TX

Quality Assurance Inspector

Responsible for all associated construction phase services (daily site inspections, construction progress documentation, change order review and approval tracking, and coordination with all key stakeholders) associated with the construction and installation of over 24,800 track feet of six (6) track ladder rail, eight(8) acres of wetland mitigation, construction of a new 7,300LF, 20-ft wide service road, installation of over 3,500LF of box culvert for site drainage, and construction of inter-connecting HMA paved bike trails. Construction Budget \$24M

HEATHER MENDEZ, CCP

Lead Estimator



Mrs. Mendez is a Certified Cost Professional possessing more than 17 years of experience in cost engineering and project management. Her background includes extensive experience in both the public and commercial sectors.

She has worked for public agencies including Texas State University, City of Corpus Christi, City of San Antonio, and City of Austin. She has completed cost estimates for new construction, renovation and rehabilitation, historical preservation, heavy civil, and energy improvements in both horizontal and vertical.

Joined Firm in 2015

Education

Bachelor of Science in
Mechanical Engineering
Georgia Institute of
Technology

Training & Certifications

Association for
Advancement of Cost
Engineering International
(AACEI)

Certified Cost Professional
(CCP) No.: 2645

Georgia Engineer-in-
Training (EIT) No: EIT021241

Micro Computer Aided
Cost Engineering Systems
(MCACES)
MCACES Second
Generation (MII) Certified

Associations

Association for
Advancement of Cost
Engineering International
(AACEI)

RELEVANT PROJECT EXPERIENCE

COSA/TCI On-Call Cost Estimating - San Antonio, TX

Senior Estimator

This contract is for On-Call Cost Estimating Services on an as-needed task order basis. Lorenzo provided the cost estimating on the following projects:

- D-10 Senior Center
- D2 Library
- Yanaguana Garden Splash Pad
- Temporary Fire Station Study Central and Branch Library Renovations
- Frost Bank Tower Study
- XS Tennis Facility
- City Hall Historic Renovation
- Head Start Center

Workforce Development Center in Del Mar College - Corpus Christi, TX

Senior Estimator

A 48,870 SF center that will support programs such as process technology, millwright, welding and transportation training. New features include a new instrumentation analysis lab, new instructional and lab space for Del Mar's millwright program, a modern welding facility with four offices and a 6,000 SF lab with 32 welding bays and 16 covered outdoor grinding stations, Transportation

Training Services (TTS) program, which prepares students for careers as commercial truck and bus drivers, and equipment for the burgeoning Process Technology and Instrumentation Technology programs. Because the lab will utilize compressed gases like hydrogen, helium, acetylene and nitrous oxide, it's designed with flame-retardant walls. All exterior windows will be equipped with an electrochromatic tinting system that adjusts the level of incoming sunlight.

2018 Maintenance Tax Notes Program at Alvin Community College - Alvin, TX

Senior Estimator

The scope includes 60 individual architectural and MEP projects ranging in size and cost. This bond funds critical repair and renovations to facilities on campus over the next 3 years. These projects include LED lighting upgrades, transformer replacements, flooring replacement, improvements on HVAC, sewer, and drainage systems, ADA accessibility reviews, sidewalk and parking lot improvements, and elevator equipment replacement/ improvement. Provided cost estimates of renovations, repairs and maintenance.

SALVADOR JIMENEZ, AEP

Senior Estimator



Joined Firm in 2018

Education

Bachelor of Science in
Mechanical Engineering
Texas A&M University

Training & Certifications

ASPE Associate
Estimating Professional
(AEP) No.: 202010A0031

Associations

American Society of
Professional Estimators
(ASPE)

As a Estimator with AG|CM, Mr. Jimenez is responsible for quantity take off, labor / equipment-hour forecasting, and price quotations. He specializes in detailed review of contractors' bids and estimates, coordinates with design team, and reviews intricate project details and specifications for constructability or value engineering opportunities.

RELEVANT PROJECT EXPERIENCE

W-6 Upper Segment: Hwy 90 to SW Military Drive Sewer Main for SAWS - San Antonio, TX

Senior Estimator

Provided cost estimating, constructability, and value engineering. This project will replace aging infrastructure that conveys more than 90% of the sewershed's total flow to the treatment plant. This project is part of the work required by San Antonio's agreement with the U.S. EPA to address capacity constrained sewer infrastructure across the city. Provided VE pricing at 60% design documents.

District VE IDIQ, Fort Hood Vehicle Bridge in USACE Louisville - Ft Hood, TX

Senior Estimator

Provided cost estimating, constructability, and value engineering. CVS-facilitated value engineering study of project documents for construction of a new a new two-lane bridge with a tank trail at Clear Creek and Turkey Run Road to replace the existing, failing bridge (BVM22). It accommodates two lanes of vehicular and tactical traffic. The bridge is critical to power projection mission since it is the primary route to the railhead, embarkation point for aviation assets and to the ammunition supply point. The bridge supports direct access to major training areas and logistics operations. All features will be above the 100-year flood level to prevent erosion and ensure safety of Soldiers.

San Antonio Westside Creeks Trail for San Antonio River Authority - San Antonio, TX

Senior Estimator

The project consist of two phases with 10' wide concrete hike and bike trails from Knoke St. to Alderete Park. This includes paving, landscaping/ irrigation, wayfinding signage, 8 trail street connections with furnishings and shade structures and a prefabricated pedestrian bridge. Additional infrastructure required precast culverts, concrete retaining walls, traffic control and SWPP measures. AG|CM was tasked to provide complete detailed estimates at 40%, 70% and 95% design stages.

American River Common Features at Natomas Basin Reach E - Sacramento, CA

Senior Estimator

This project involves participating in a CVS-facilitated value engineering study of the referenced project, briefly described as: Reach E is an approximately 3.3-mile segment (Start Reach E, Sta. 287+37. End Reach E, Sta. 461 +30) of the Natomas Basin extending from Howsley Road north to Sankey Road along the Pleasant Grove Creek Canal (PGCC) west levee. Four existing culverts are located beneath the Pleasant Grove Creek Canal (PGCC) west levee and extend east to the east side of the PGCC. An existing pumping facility located on the PGCC west levee at Station 301 +09 discharges flow beneath the levee crown.

BEN CASS, AEP

Estimator



Joined AG|CM in 2014

Education

Bachelor of Science in
Industrial Management
and Technology
Texas A&M University
Corpus Christi

Training & Certifications

OSHA 10 Hour

ASPE Associate
Estimating Professional
(AEP) No.: 20070031A

MCACES Second
Generation (MII)
Certified

Associations

American Society of
Professional Estimators
(ASPE)

Mr. Cass has been with AG|CM for seven years and in the construction industry for eleven years. Ben has experience estimating a number of education, government, and city projects. He has been able to produce valuable estimates to aid the clients in the different phases of design and construction.

Ben assists in preparation of cost estimates from conceptual design through construction document phases. He is responsible for quantity take off and obtaining price quotations. He works with senior estimators to review intricate project details and specifications for constructability or value engineering opportunities.

RELEVANT PROJECT EXPERIENCE

Momentum Sports Complex for Texas A&M Corpus Christi - Corpus Christi, TX

Estimator.

Provided cost estimating in support of a project management package that began in the design phase and continued through preconstruction, construction, close-out and warranty. The scope included a NCAA Division I track and soccer field complex with NCAA regulation synthetic soccer field and track surface, stadium bleachers, a nearly 4,000 SF press box, and an 8,500 SF field house. The field house has home/visitor Track and Soccer locker rooms, coaches offices, and a central training room.

Workforce Development Center for Del Mar College - Corpus Christi, TX

Estimator

A 48,870 SF center that will support programs such as process technology, millwright, welding and transportation training. New features include a new instrumentation analysis lab, new instructional and lab space for Del Mar's millwright program, a modern welding facility with four offices and a 6,000 SF lab with 32 welding bays and 16 covered outdoor grinding stations, Transportation Training Services (TTS) program, which

prepares students for careers as commercial truck and bus drivers, and equipment for the burgeoning Process Technology and Instrumentation Technology programs. Because the lab will utilize compressed gases like hydrogen, helium, acetylene and nitrous oxide, it's designed with flame-retardant walls. All exterior windows will be equipped with an electrochromatic tinting system that adjusts the level of incoming sunlight.

2018 Maintenance Tax Notes Program for Alvin Community College - Alvin, TX

Estimator

The scope includes 60 individual architectural and MEP projects ranging in size and cost. This bond funds critical repair and renovations to facilities on campus over the next 3 years. These projects include LED lighting upgrades, transformer replacements, flooring replacement, improvements on HVAC, sewer, and drainage systems, ADA accessibility reviews, sidewalk and parking lot improvements, and elevator equipment replacement/ improvement. Provided cost estimates of renovations, repairs and maintenance.

BRIAN MORGAN

Estimator



Joined AG|CM in 2020

Education

Bachelor of Science in
Construction Science and
Management
*University of Texas at
San Antonio*

Training & Certifications

OSHA 30 Hour

Mr. Morgan has five years of experience estimating a number of education, government, and city projects. He is detail oriented which has allowed Brian to become adept at plan reading and specification review to produce valuable estimates to aid clients in the different phases of design and construction.

He assist in preparation of cost estimates from conceptual design through construction document phases and responsible for quantity take off and obtaining price quotations. He works with senior estimators to review intricate project details and specifications for constructibility or value engineering opportunities.

RELEVANT PROJECT EXPERIENCE

Del Valle ISD Middle School Replacement - Del Valle, TX

Estimator

The new one story middle school will have a capacity of 1,000 to 1,200 students featuring collaborative classrooms with outdoor learning courtyards, two competition gymnasiums and geothermal heating. Additionally, the campus requires a new rubberized track with synthetic turf infield and associated site improvements.

Fayetteville Community Center - Fayetteville, AR

Estimator

The existing historical community center will undergo renovations with a new addition to replace the deteriorating addition. The renovation will take place to preserve the original materials and create a new layout that will allow for a higher occupancy. With the new addition adding a theater the City of Fayetteville will now be able to house live performances. The theater addition will be of a professional level that includes support spaces such as dressing rooms, catering area, and a control platform. A unique feature of the community center is that the original wood framing will continue in the historical section

while the addition will be built with a steel frame system.

Round Rock Campus Services Building - Round Rock, TX

Estimator

Approximately 10,000 SF of new construction for the Round Rock Campus Services Building, located on the Texas State University Round Rock Campus in Round Rock, Texas. The new construction will include office and associated accessory spaces for the University Police Department (UPD), Parking Services, Mail Services, Facilities Maintenance, Office of Distance and Extended Learning (ODEL), and Environmental Health, Safety and Risk Management (EHSRM). Additionally, the Project will include new mechanical, plumbing, electrical, fire alarm, audiovisual infrastructure, telecommunication, and security systems as well as civil sitework, landscaping and irrigation. The project required CMAR cost reconciliation throughout multiple design milestones resulting a variance of 1% between estimates and GMP.

TOM NIEPOTH

Scheduler

AG|CM



Joined AG|CM in 2020

Education

Bachelor of Science
Electrical Engineering
Technology
*Michigan Technological
University*

Bachelor of Arts -
Business Administration
Finance
*Western State College of
Colorado*

Mr. Niepoth's career in the construction industry spans over 35 years with extensive experience in airport airfields. During that time, Mr. Niepoth developed Critical Path Method (CPM) schedules for many complex and diversified projects in the United States. Thanks to his ability to communicate and collaborate effectively with project team members, Mr. Niepoth has been able to complete even the most challenging projects within the Owner's requirements.

RELEVANT PROJECT EXPERIENCE

Bureau of Engraving & Printing Ft Worth Mint USACE District Office – Fort Worth, TX *Scheduler*

Senior Scheduler to represent the USACE during the construction of the U.S. Bureau of Engraving and Printing Expansion Project. Analyzed and monitored the General Contractor's construction schedule, RFP Fragnets, Contract Modification impacts and made recommendations to preserve the owner's interests. Mr. Niepoth took on other duties working for the USACE on other districts' projects providing analysis and recommendations from claims by General Contractors for compensable and non-compensable time.

Hurricane Maria Rebuild Program Management Office - Tyndall Air Force Base, FL *Scheduler*

PA-site lead scheduler for the Program Management Office developed the Integrated Schedule for both MILCON and FSRM577 projects for Hurricane Relief efforts at Tyndall AFB. This position reported directly to the General and provided overall schedule and updates to the massive reconstruction effort due to damage by a Hurricane. Mr. Niepoth had to work with AFCEC, USACE and A/E contractors to establish a baseline schedule.

Radford US Army Ammunitions Plant - Radford, VA *Scheduler*

As the on-site forensic schedule engineer investigated the schedule over-runs and project delays associated with the construction of a high-profile production plant. Mr. Niepoth's analysis provided the General Contractor with data that led to the reorganization of the construction team and the acceptance of \$500M unrecoverable costs.

Data Center Central Utilities Building - Pryor, OK *Scheduler*

As Project Controls Scheduling Manager for all Capital and Airport Improvement projects at Dallas Fort Worth International Airport. Acted as the lead scheduler for all civil projects including runways, taxiways, bridges, roads and utility work. Worked with other project controls members providing dashboard reports that include project status, earned value, schedules, estimates and risk assessment, schedule recovery/analysis and trends associated with each project. Worked with Planning Department developing new projects. Oversaw and maintained an integrated master schedule and provided summary reports to DFW on a weekly basis.

FRANK DESROCHES, PE

Lead Technical Engineer



Education

Graduate Studies – Civil Engineering
University of Alaska, Anchorage

Bachelor of Science Civil Engineering
University of Idaho

Associates of Applied Science – Drafting Technology
Lewis-Clark State College

Training & Certifications

Licensed Professional Engineer Texas No. 113989

Licensed Professional Engineer Michigan No. 6201060618

Associations

Texas Society of Professional Engineers
American Society of Civil Engineers
American Water Works Association
American Water Resources Association

Mr. DesRoches has been working in the civil engineering field since 1998. He is a Senior Engineer for a variety of civil and water resources projects and has experience on a number of new facility and rehabilitation projects for private and municipal clients. His designs also benefit from experience providing surveying and construction management services. Frank provides project management, team mentoring, engineering analysis and detailed design, quantity and cost estimates, specification development, report writing, computer modeling.

RELEVANT PROJECT EXPERIENCE

WASTEWATER LAGOONS:

Tooksook Bay New Lagoon, AK

Manhole I/I rehabilitation, Installation of new 2-acre secondary lagoon and associated outfall.

Napaskiak New High School Wastewater Facilities, AK

New lift station and 4-inch force main, 8-inch gravity main, demolition of existing facilities, new lagoon.

Nunapitchuk Emergency Lagoon Repairs, AK

Reconstruction of failing lagoon and wetland treatment area, borrow source and transportation coordination.

Unalakleet, AK Wastewater Improvements

Rehabilitation of existing lagoons, geomembrane sludge dewatering and disposal.

Cottonwood, ID DMR

Sampling, monitoring, and reporting for lagoon and hybrid poplar land application facility.

Helmer, ID STEG System and Lagoons

Septic Tank Effluent Gravity system for 40 residences, 6,000 foot 6-inch gravity effluent mains, 2-cell geomembrane-lined lagoon, land application facility.

WASTEWATER TP UPGRADES:

Moscow, ID WWTP Improvements

Conversion of secondary plant to BNR process, head works renovation, trickling filter demolition, new clarifiers, aeration basins, contact chambers, dechlorination outfall, and dewatering facility.

Walla Walla, WA WWTP Improvements

Conversion of secondary plant to BNR process, head works renovation, trickling filter demolition, new clarifiers, aeration basins, contact chambers, and outfall reconstruction.

Pullman, WA WWTP Headworks Improvements

Head works building expansion, screening and solids handling equipment.

Pullman, WA Septage Receiving Improvements

Lagoon expansion and receiving dock installation.



03

PROJECT APPROACH

3.1 Describe what steps, tools, and methods you will employ to assist COSJ in achieving its constructability review goals.

INDUSTRY STANDARDS

AG|CM has established itself as a leader in cost control. For competitive bid projects and negotiated work alike, it is during design that the owner has the greatest influence on the project, more so during concept and less as design approaches completion. Employing these services early during design produces the best results. Serving as both a project management and cost consulting firm, no one understands better than owners that developers and designers rely heavily on the expertise of consultants to make informed decisions, and that while the information must be precise and accurate, it must also be clear, concise and done so in a timely manner. Having adopted the American Society of Professional Estimators (ASPE) Standard Estimating Practice and Association for Advancement of Cost Engineering International (AACEI) as our own, our methods and product are industry approved.

Our team of certified professional estimators and in-house access to project managers, construction managers and architects along with the experience in construction allows us a unique point of view, which gives us insight into additional costs that might not be present in the documents at the various design milestones. This allows us to effectively collaborate with all stakeholders on the project to address the unknown and/or high risks elements on a project to ideally minimize the risk to an acceptable level for all parties involved.



STEPS

QUALITY ASSURANCE / CONTROL

Our team is committed to quality as demonstrated by our detailed Quality Assurance Program crafted specific to each project. This program builds quality into the project through effective teamwork and independent internal and external reviews. To be effective, the project reviews start from the beginning of the project and are carried out through each phase until project completion.

Our estimators practice Quality Assurance / Control by performing a final review of all disciplines to ensure all materials are accounted for and all prices are realistic. This series of checks and balances ensures that the final product is in line with client expectations. Only once each section of the QA Program has been checked off, will we deliver the estimates, graphics, schedules, calculations or other deliverables to the client. The QA Program documents are transparent and will be audited internally, further identifying this as a key component to the overall success of our work on this contract. AG|CM and our team are leaders in cost control and scheduling. We refer to a comprehensive list of preconstruction services as our Cost Control Program inclusive of Cost Estimating, Constructability Review, Value Engineering, and Scheduling. For competitive bid projects and negotiated work alike, it is during design that the owner has the greatest influence on the project. Employing these services early during design produces the best results. Having adopted the American Society of Professional Estimators (ASPE) Standard Estimating Practice as our own, our cost estimating methods and products are industry approved.

AG|CM's Project Manager, Lorenzo Martinez, is our single point of contact for each project and is responsible for outlining the details of the Planning Phase for each project. When we receive a new project, all documents first flow through him for his review to determine scope, establish project timelines and set the estimating format. Documents are then distributed to the estimating team comprised of

individuals who specialize in the different construction disciplines (Structure, Civil, Architectural, Mechanical, and Electrical). Each team member performs a document review by discipline to note any questions or concerns. Following this review, a team meeting is held to establish the overall plan of how to proceed and to finalize the estimating format.

PHASE 1: PROJECT SETUP

After the estimators review the documents, an internal kick-off meeting is held. Here, the lead estimator communicates the overall plan to the team. Scope is reviewed and required disciplines are highlighted. Additionally, any questions or concerns about the project are discussed.

Upon conclusion of the kick-off meeting, estimators begin their project research. Each is responsible for reviewing discipline-related specifications and drawings to gain knowledge of the project. From here, estimators establish contacts with suppliers and

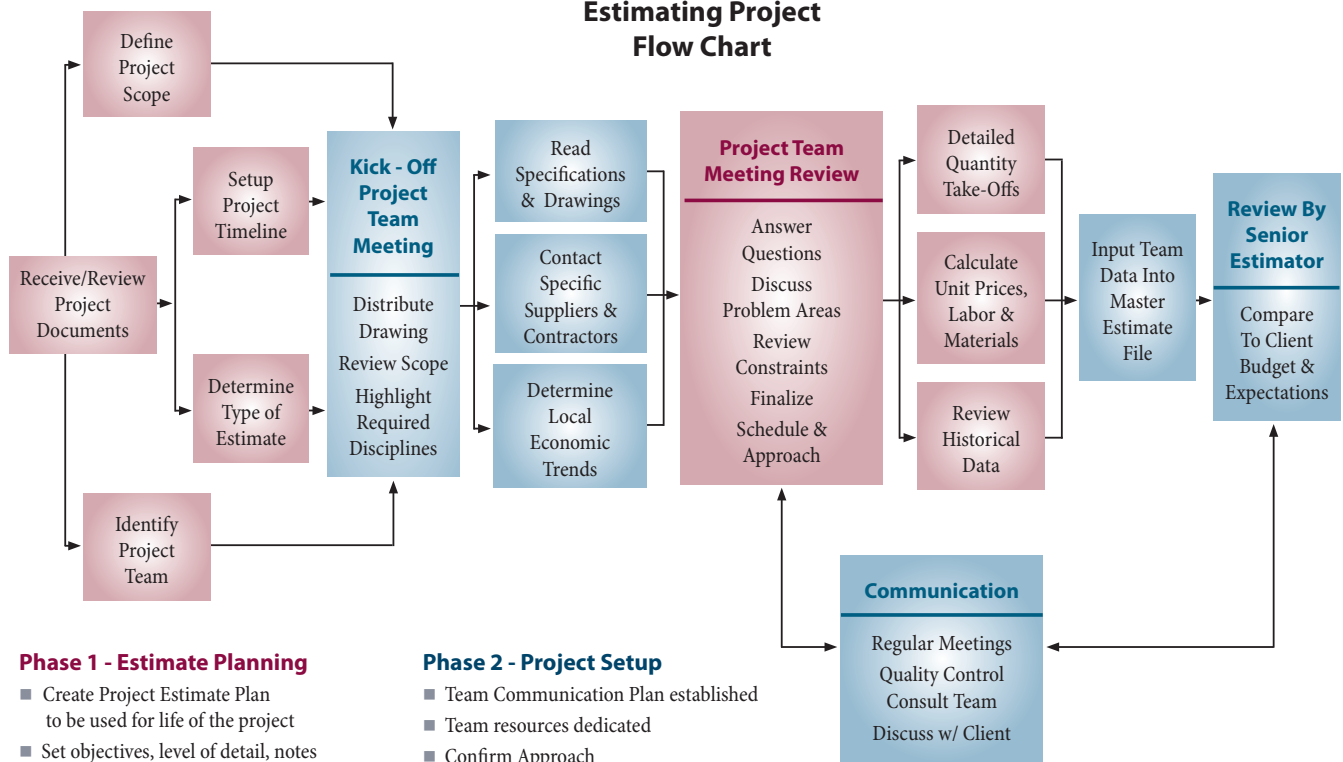
subcontractors, as well as review market information to determine economic trends relative to the project's location. Information collected during this phase guides the overall pricing philosophy with regard to mark-ups, contingencies, and labor availability.

PHASE 2: PROJECT EXECUTION

The Project Execution phase consists of quantity take-off and pricing. Quantity take-off is the measurement, count, and identification of all materials needed to construct the project. Each estimator accounts for all materials and labor needed to build the systems and assemblies required by their discipline.

Additionally, there are always needed materials that do not appear on the documents. Therefore, past project experience, as well as construction knowledge, is used to ensure all items are incorporated into the estimate.

Estimating Project Flow Chart



Once all material quantities are identified for a discipline, the estimator will use an array of resources to find the most accurate unit costs. Initially, national pricing databases such as RSMeans are consulted. This database is good for preliminary material unit costs; however, the prices offered are based on national averages that are not specific to any particular location. Since economic conditions are not uniform throughout the nation, AG|CM takes additional steps to ensure accuracy by confirming costs with suppliers, contractors, and trade organizations.

Once pricing data for materials and labor are verified with established contacts, total project discipline costs, including contingencies, markups and escalation, are calculated. Estimates for items not shown on the drawings are accounted for using historical pricing data and project experience. Total discipline costs are now ready for review by the Project Manager and Lead Estimators.

PHASE 3: PROJECT COMPLETION

The final phase of the project's lifecycle includes quality management and goal realization - a very interactive phase that may repeat itself many times. Quality management is based on a series of checks and balances. Senior estimators are charged with the review of lower level estimator's products prior to input into the master estimate file. Once all numbers are in the estimate, the Project Manager, along with the Lead and Senior Estimators, performs a final review of all disciplines to ensure all materials are accounted for and all prices are realistic. A critical aspect of this phase is to ensure final product is in line with client expectations. Once the Project Manager is fully confident in the estimate, it is delivered to the client.

TOOLS TECHNOLOGY

With the estimating technology our firm uses, we can deliver more accurate estimates in a more timely fashion. The software allows us to build construction assemblies, host real-time pricing data, and create three dimensional renderings. With this advantage, we provide our clients detailed cost estimates that are comprehensive and precise.

Simpl+Est Square Foot *(published by Design Cost Data)*

This software enables us to research the cost of thousands of projects of various types, scopes, magnitudes, costs and schedules. The program features a targeting tool that enables the user to adjust the project costs division by division automatically for escalation and location, simply by selecting the target date and city. This tool is extremely valuable during the programming / master planning phase of a project because of its ability to quickly evaluate real costs of similar projects while allowing the user to manipulate data where necessary to account for specific owner requirements. Cost reports, by division, may be extracted representing the minimum, maximum, and average comparable Construction Costs to the subject project. This benefits the owner by providing almost instantaneous feedback on similar project costs for any project, when cost and time to perform detailed cost estimates are not available to the team. For example, we can respond with one hour to an Owner's request to provide cost examples for use in determining a reasonable budget for a 30,000 SF office building. This program is only appropriate for budgeting and programming and should not be relied upon for detailed cost estimating beyond Schematic Design. As with any program, the data must be interpreted and adjusted by an experienced cost estimator who is knowledgeable with regard to the Owner's standards.

CostWorks Online *(published by RS Means)*

This software enables us to create custom project budgetary estimates simply by using the approximate gross area of a building and selecting major assembly and system types for the foundations, structure, envelope, and HVAC system. This is a great tool for when a project needs a very detailed budgetary Opinion of Probable Cost. CostWorks offers similar benefits to Simpl+Est Square Foot described above but our software of choice when more accuracy is needed. This software should not be relied upon beyond the Schematic Design level for cost estimating.

Insite Earthwork

This software allows for timely and accurate earthwork quantity reports to be used in the cost estimate. This includes quantities for cut and fill, haul-off, subgrade

materials along the creation of 3-D renderings to assist in cost reconciliation.

Planswift

This software allows for timely and accurate takeoff on various architectural, structural and MEP disciplines to be used in the cost estimate. This includes the creation of visual aids to assist in documenting assumptions, design changes from one milestone to the next along with cost reconciliation.

Primavera P6 and Oracle Primavera Cloud

This software is offered in a web-based iteration that allows for maximum usability across multiple platforms and access points, maximizing the collaboration between users. Oracle Primavera Cloud compliments our web-based Primavera P6 by adding Risk Management and Lean Task Management to the available software suite. Risk Management provides the necessary tools that allow us to manage risk easily and successfully. Lean Task Management provides a set of tools that allows us to improve the detailed coordination, planning, and execution of work between planners, supervisors, and field workers. These tools allow field workers to decide the best way to execute their work with maximum efficiency and minimal waste.

The access to the CPM schedule by all relevant parties is an advantage due to the capability of the Load Spring Software delivery method. Installed software is not required to access and perform key processes to the schedule file. An isolated software environment can be achieved to ensure access is private and secure. The CPM cloud software requires a trained skill set to perform reviews, comparisons and reports using the CPM schedule file. We offer training for this skill set that concentrates on the necessary knowledge base required to successfully use the software as well as to report to colleagues on the status of the projects.

METHODS

Our experience with popular software systems have proven access to average pricing with a specific and limited amount of location factors. Since economic conditions are not uniform throughout any one location, AG|CM takes additional steps to ensure accuracy by confirming costs with suppliers, contractors, and trade organizations.

Rather than rely on Assembly and Unit Price publications, which may not account for specific project conditions, we develop quantity take-offs and our own unit costs specifically for each project. Relying solely on historical data, the basis of Assembly and Unit Price publications, to predict costs is an efficient way to develop costs estimates. However this is often found ineffective in accurately predicting costs for specific projects during specific times with specific conditions. Contractors will not rely on historical data alone to bid work. Likewise, AG|CM will not rely on historical data alone to advise clients. AG|CM's unit costs are derivative of the estimating process rather than the estimate a derivative of unit costs. This significantly improves our ability to accurately predict the cost of a project. The following methods are utilized:

- **Material takeoffs** are performed by personnel specialized for a given trade. For pricing of materials and products we rely on a real-time wholesale distributor price catalog (DPC) for commodity items and for specialty products vendor quotes.
- **Labor hours, equipment hours and crew composition** are forecast using a combination of field records, field experience and productivity benchmarks published by various trade organizations. Wages are based on a combination of regional prevailing wage determinations, local unions, field records from active projects and privately published wage scales. Equipment hourly ownership and operating costs are based on field records and industry publications.
- **General Condition items** are quantified based on field experience, the needs of each trade are particular to project conditions. These items are priced using the methods indicated for materials, labor and equipment above.
- **Overhead and Profit percentages** are determined using a risk assessment model for each trade and then overall for the general contractor or construction manager at risk.
- Where quantities and specific material information are not attainable, as in the case of preliminary planning stages, previous, similar project experience is utilized to develop quantities and pricing.

Additionally, our completed quantity take-off with Planswift and Insite Earthwork software programs helps everyone visualize the project by creating all-inclusive construction assemblies. These assemblies can account for light fixtures down including wiring and conduit fittings, allowing us to ensure that all costs are included. These software's greatly increases accuracy of quantity take-off while drastically reducing the man hours needed. Manual earthwork take-off is a long process with results that tend to have a wide margin of error. The InSite software automates take-off due to its ability to import electronic CAD files to create a three dimensional rendering of the site. With this rendering, we are able to input boring logs to precisely measure the volume of varying strata. Furthermore, our estimator can generate reports from this information, show cross section cuts to ensure that quantities are reflective of the designer's intent, and even compare existing conditions to proposed work.

In recap, our practices with our time saving resources allows additional time for collaboration, proactiveness and communication with the owner, design team and contractor to minimize uncertainty and risk in a project.

SCHEDULING

Our team is experienced in performing all aspects of scheduling using the industry-accepted and widely-used Critical Path Method (CPM) technique. We can interpret construction documents to develop an efficient project schedule, as well as manage project schedules to ensure their use as critical management tools. The development of a custom calendar of deliverables and review meetings are best practices to assure quality. Early in the planning process, we map out the deliverables required for a schedule review process and determine the evaluation meetings required to execute, review, and finalize periodic schedule updates within a calendar. We distribute this calendar and gather consent from all key parties, assuring that deliverables are met, and active participation from all parties is accomplished. In a typical month, this calendar may include:

- Submission of Schedule Narrative and CPM Schedule
- Initial Review and Internal Meeting on preliminary Findings
- Final Review and Development of Review Narrative and Exhibits
- Development of Schedule Comments
- Joint Schedule Meeting to Review Schedule Comments
- Final Schedule Submission and Schedule Acceptance
- Joint Project Walk-through and Payment Application Review
- Executive Schedule Meeting

Adherence to the calendar of events after key parties have agreed ensures the expected deliverables, review sessions, and response to submissions are clear and predictable throughout the life of the project.

3.2 Describe and demonstrate your firm's ability to perform the scope of services in a timely manner.

Our role as a Cost Consultant and Project Manager alike has required us to manage or negotiate with General Contractors and Construction Manager at Risk (CMAR) Firms on various projects throughout the state, ranging in size from a few thousand square feet up to tens of thousands of square feet, from tens of thousands of dollars to tens of millions. We are commonly required to reconcile our own independent cost estimates with General Contractors' Bids and CMR estimates and Guaranteed Maximum Price Proposals. Often we are required to work alongside the CMR throughout the design process, collaboratively, to develop value engineering solutions, review plans for constructability issues and to develop cost estimates.

Our Team's ability to manage multiple tasks is demonstrated by the volume of projects estimated each year. For the last three years, AG|CM has estimated approximately 50 projects per year with construction costs ranging from \$80,000 to \$270 million. The number of projects estimated per year is a testament to our Team's ability to manage multiple tasks. The fact that the majority of our work comes from repeat clients is a testament to AG|CM's ability to

manage multiple tasks well. We are readily accustomed to delivering our services within a 14 business day timeframe once given a notice to proceed.

Our Team's ability to manage multiple tasks is demonstrated by the volume of projects estimated each year. With 700 projects/programs estimated at approximately \$10.2 billion, it is a testament to our Team's ability to manage multiple tasks. The fact that the majority of our work comes from repeat clients is a testament to AG|CM's ability to manage multiple tasks well. Our Team's goal on all estimating projects is to fall between the high and the low bids on Bid Day. Achieving that goal consistently is what brings our clients back.

3.3 Detail how you have quickly performed similar services in the past.

PROJECT COORDINATION AND COLLABORATION

To be effective, a sincere honest relationship with the owner is integral and we take responsibility for establishing this rapport at the very beginning of a project. Our firm's methodology is based on the Three C's of Project/Construction Management:

- **Coordination** - Organizing all the players involved in the project and bringing them together to work as one Partnership.
- **Cooperation** - Taking the Partnership and developing an efficient synergy to provide the most successful program
- **Communication** - Utilizing the Successful Partnership and establish the goals and expectations of the City program and implementing them into every aspect of the program.

Budget and scope are monitored and controlled through regular project meetings with the Owner and Design Team to make sure all scope and budget items are within acceptable limits and any "surprises" on the horizon are addressed before they become a problem. We believe communication is KEY to success and work diligently to maintain open lines of communication between all parties.

Furthermore, AG|CM has implemented the following recommendations to enhance the completeness of deliverables:

- **Initial kick-off meeting** with all stakeholders, as needed, at the start of each design milestone
- Discuss and agree on a **work breakdown structure** for the estimate
- Discuss and determine **design elements of unknown and/or high risk**; document these items for further discussions on assumptions for pricing purposes
- Communicate with the design team for additional **clarification and/or conformation on assumptions** to be made and carried in the estimate
- Offer **full transparency** and access to our cost estimate and schedules to all parties involved

COST CONTROL CASE STUDY

AG|CM, acting as an Owner's Representative on a \$31.3 million Bond Program, of which \$28 million was planned for construction costs. The architect developed three concepts and were being evaluated by the District Planning Committee. AG|CM immediately identified that all three concepts were well beyond what had been budgeted in the bond. Consequently, we performed detailed cost estimates on the three concepts, and found that all three exceeded the District's Budget and initial scope. The concept selected by the District Planning Committee came in with a \$42 million dollar estimate from the architect and CMAR. This was \$14 million over the budget and not accounted for in the Bond Program. AG|CM held several Value Engineering sessions and offered a variety of revisions including; flat roofs, HVAC equipment relocation to roof, scope redefinition, and scope reconciliation with approved bond scope. The design complied with intent of the bond and the intended scope of the District Planning Committee, and was projected to be within budget. The project was put out to bid, and the project was ultimately completed for \$26 million! In total, a swing of \$16 million from architect and contractor initial GMP and a return to the owner of \$2 million!

DELIVERABLES

Construction Cost Estimate – A detailed estimate of a project's construction assembly parts represented in Schematic Design, Design Development and/or Construction Document design milestone packages. The estimate work break down structure will follow a CSI Masterformat 2004 classification closely representing the projects specification sections assembled by the design team. The estimate will include a material quantity takeoff of all major subcontractor trades. The cost of material and equipment will be shown separately from labor cost when estimating the individual parts of a construction assembly in the project. A summary sheet will list all the major CSI divisions with a subtotal for all construction assemblies in their respective divisions along with a cost per square foot or appropriate unit of measure. The summary sheet will separately list any necessary allowances, contingencies, escalation, contractor mark-ups and/or alternate pricing. Additionally, a qualifications sheet will be included listing major assumptions, exclusions, inclusions and/or miscellaneous cost impact items in the project. The estimate will be provided in electronic PDF format and if requested also in Excel format.

Planning Cost Estimate – An estimate based on historical data and/or combined with parametric type estimating practices. The estimate work breakdown structure will follow a ASTM Uniformat II classification up to a level 3. Where appropriate, the estimate will include quantity takeoff of materials and combine the

cost of material, equipment and labor into a single unit cost for major subcontractor trades. The estimate shall include construction cost and soft cost (i.e., design fees, FFE) for a total project program cost for planning purposes. The estimate will be provided in electronic PDF format and if requested also in Excel format.

Value Engineering Opportunities – A descriptive list of items with an opinion of probable cost in the effort to increase value and improve function to the project while potentially reducing resources and associated cost to the project. The report will be provided in electronic PDF format and if requested also in Excel format.

Constructability Review – A descriptive list of comments per plan sheet and specification section for all trades/discipline addressing potential conflicts, ambiguity, concerns, challenges that may be encountered during construction. The report will be provided in electronic PDF format and if requested also in Excel format.

Cost Reconciliation Comparison – A summary comparison of major disciplines/trades with estimates provided by the owner, the owner's consultants and the contractor. The comparison will list totals for both parties along with a cost and percent delta amount shown between them. The significant deltas in the comparison will include comments for justification or additional reconciliation review for an acceptable delta. The report will be provided in electronic PDF format and if requested also in Excel format.

Cost Track Comparison – A comprehensive and descriptive list of cost changes from a previous design milestone cost estimate to be submitted with the current design milestone cost estimate. The report will indicate the change in cost from the prior submittal per major trade/discipline. The report will be provided in electronic PDF format and if requested also in Excel format.



Note: see the appendix for sample deliverables

Power Train Facility, CC Army Depot | Corpus Christi, TX

TAB 4 PROOF OF INSURABILITY



04

PROOF OF INSURABILITY

PROOF OF INSURABILITY

4

4.1 Respondent shall submit a copy of their current insurance certificate related to those required herein.



CERTIFICATE OF LIABILITY INSURANCE

AGCMINC-01

MDONOVAN

DATE (MM/DD/YYYY)
2/26/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ames & Gough 859 Willard Street Suite 320 Quincy, MA 02169		CONTACT NAME: PHONE (A/C, No, Ext): (617) 328-6555 FAX (A/C, No): (617) 328-6888 E-MAIL ADDRESS: boston@amesgough.com	
INSURED AGICM, Inc. PO BOX 2682 Corpus Christi, TX 78403		INSURER(S) AFFORDING COVERAGE INSURER A : Travelers Indemnity Company, A++, XV INSURER B : Travelers Property Casualty Company of America INSURER C : Continental Casualty Company (CNA) A, XV INSURER D : INSURER E : INSURER F :	
		NAIC # 25658 25674 20443	

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X	X	680-9M159726	12/31/2020	12/31/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	X		BA2R889055	12/31/2020	12/31/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	X UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP9M169271	12/31/2020	12/31/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB-9M169547	12/31/2020	12/31/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab			MCH591883359	12/31/2020	12/31/2021	Per Claim \$ 2,000,000
C				MCH591883359	12/31/2020	12/31/2021	Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 All Coverages are in accordance with the policy terms and conditions.

RE: RFQ No. 21-02-02-22 Constructability Review Services

The City of San Juan shall be included as additional insured with respects to General and Auto Liability where required by written contract. General Liability is Primary and Non-Contributory as required per written contract. A Waiver of Subrogation applies to the General Liability. A 30 Day Notice of Cancellation is provided in accordance with the policy terms and conditions.

CERTIFICATE HOLDER The City of San Juan 709 S. Nebraska San Juan, TX 78589	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 <i>Gared Maxwell</i>
---	---

ACORD 25 (2016/03)

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4.2 Submit a letter from insurance provider stating provider's commitment to ensure the Respondent for the types of coverage listed and at the levels specified herein if awarded a contract under this RFQ.



February 26, 2021

Mr. Rene J. Jaime
Purchasing Agent
City of San Juan
709 S. Nebraska Avenue
San Juan, Texas 78589-2649

Re: AG|CM, Inc.
Insurance Compliance

Dear Rene,

Attached please find a Certificate of Insurance issued to The City of San Juan and required copies of endorsements on behalf of AG|CM, Inc. This provide evidence of the types of insurance coverages to be in compliance with the levels specified under the Required Insurance on Pages 10 and 11 of the RFQ No. 21-02-02-22 Constructability Review Services.

Please let us know if you have any questions.

Very truly yours,

Joan P. DeLorey, RPLU, CRIS
Senior Vice President & Partner

Cc: Ken Polasek - AG|CM, Inc.

859 Willard Street, Suite 320
Quincy, MA 02169
Telephone 617-328-5555 Facsimile 617-328-6888
E-Mail info@amesgough.com



A Professional Project Management Firm

Westside Creek Trails, SAWS | San Antonio, TX



TAB 5 GOOD FAITH EFFORT PLAN

05

GOOD FAITH EFFORT PLAN

EXHIBIT A



EXHIBIT "A"
GOOD FAITH EFFORT PLAN FOR
PROFESSIONAL AND OTHER CONSULTING SERVICES
SUB-CONTRACTS
(Pages 17 - 20)

FOR

RFQ NO. 21-02-02-22 2ND Amended – Constructability Review Services

SECTION A - PROPOSER INFORMATION:

Name of Firm: AG|CM, Inc.

Address: 1101 Ocean Drive

City: Corpus Christi State: TX Zip: 78404

Contact Person: Lorenzo Martinez, Jr Telephone: (361) 882-0469

Email Address: lmartinez@agcm.com Fax: (361) 882-0858

Is your firm Certified: Yes ☒ No: ☐ If certified, Certification Number: 219080974

Type of Certification: ☒ SBE ☐ WBE ☐ MBE

Prime's Percent Participation on this Project 75%

1. List ALL SUBCONTRACTORS/SUPPLIERS that will be utilized on this project/contract.

Name & Address of Company	Scope of Work/Supplies to be Performed/Provided by Firm	% Level of Participation on this Project	If Firm is Certified, Provide Certification Number and attach copy of Certification Affidavit
1. Doucet & Associates	Engineering Services for Water/Wastewater projects	25%	219119956
2.			
3.			
4.			

EXHIBIT A (CONTINUED)

SECTION B. – SMWB COMMITMENTS

The SMWB goal on this project is 25 %

1. The undersigned proposer has satisfied the requirements *provided in the Divider #5 specification section (on page 13 of 22) of this document* in the following manner (please check the appropriate space):

X The proposer is committed to a minimum of 25% SMWB utilization on this contract.

 The proposer, (if unable to meet the SMWB goal of 25%), is committed to a minimum of % SMWB utilization on this contract. *(If contractor/consultant is unable to meet the goal, please fill out Section C and submit documentation demonstrating good faith efforts).*

2. Name and phone number of person appointed to coordinate and administer the SMWB requirements on this project.

Name: Lorenzo Martinez, Jr., CPE

Title: Vice President of Preconstruction Services

Phone Number: (361) 882-0469

IF THE SMWB GOAL WAS MET, PROCEED TO AFFIRMATION AND SIGN THE GFEP. IF GOAL WAS NOT MET, PROCEED TO SECTION C.

EXHIBIT A (CONTINUED)

5. Indicate advertisement mediums used for soliciting bids from SMWBs. (Please attach a copy of the advertisement(s):

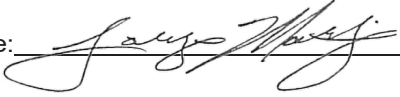
AFFIRMATION

I hereby affirm that the above information is true and complete to the best of my knowledge. I further understand and agree that, this document shall be attached thereto and become a binding part of the contract.

Name and Title of Authorized Official:

Name: Lorenzo Martinez, Jr., CPE

Title: Vice President of Preconstruction Services

Signature:  Date: March 3, 2021

NOTE:

This Good Faith Effort Plan is reviewed by City of San Juan. For questions and/or clarifications, please contact Rene J. Jaime, Purchasing Agent by email at RJaime@sjtx.us. (All emails shall have the RFQ No. 21-02-02-22 Constructability Review Services in the Subject Line). If the SMWB goal was not met, the City of San Juan will evaluate the "good faith efforts" of the respondent.

AG|CM SBE CERTIFICATE

**South Central Texas Regional Certification Agency
of Bexar County, Texas hereby duly affirms that:**

AG|CM, Inc.

has successfully met the established requirements of SCTRCA's Business Enterprise Certification Program to be
certified as a

***Small Business Enterprise (SBE)**

Certified NAICS Codes:

NAICS 236220: PROJECT MANAGEMENT
NAICS 541310: ARCHITECTURAL (EXCEPT LANDSCAPE) SERVICES
NAICS 541330: ENGINEERING SERVICES



Certification Number: 219080974
Effective Date: August 1, 2019
Expiration Date: August 31, 2021

Charles Johnson,
Executive Director

Note: This certificate is the property of the South Central Texas Regional Certification Agency and may be revoked should the above named firm graduate from or fails to comply with SCTRCA's Business Enterprise Program. A Certification Renewal Application is required every two years.

DOUCET & ASSOCIATES SBE WBE CERTIFICATE

**South Central Texas Regional Certification Agency of
Bexar County, Texas hereby duly affirms that:**

Doucet & Associates, Inc.

has successfully met the established requirements of SCTRCA's Business Enterprise Certification Program to be
certified as a

***SBE WBE**

Certified NAICS Codes

NAICS 236220: PROJECT MANAGEMENT
NAICS 541330: ENGINEERING CONSULTING SERVICES
NAICS 541370: LAND SURVEYING SERVICES

Certification Number: 219119966
Effective Date: November 27, 2019
Expiration Date: November 30, 2021



Charles Johnson
Executive Director

Note: This certificate is the property of the South Central Texas Regional Certification Agency and may be revoked should the above named firm graduate from or fails to comply with SCTRCA's Business Enterprise Program. A Certification Renewal Application is required every two years.

Port of Houston Authority | Houston, TX

TAB 6 MANAGEMENT APPROACH



06 MANAGEMENT APPROACH

O.N. Stevens Water Plant | Corpus Christi, TX

TAB 7 SIGNED RFQ



07
SIGNED RFQ

7.2 Signed and completed original of RFQ Packet No. 21-02-02-22

5. The COSJ GFEP will be used for scoring purposes based upon SMWB participation. However, all subcontractors and/or suppliers, whether SMWB-certified or not, must be listed in the GFEP for the information provided in the GFEP will be utilized in the development of the final contract/agreement. The GFEP format is attached as Exhibit "A." This form is required and considered part of the response to the RFP/RFQ. Should the Good Faith Effort Plan not be submitted, the proposal may be considered non-responsive.

- **Divider #6: Management and Organizational Approach**

1. A completed Conflict of Interest Questionnaire: Appendix A – CIQ Form pg. 1 of 2
2. A completed Form 1295 Certificate of Interested Parties

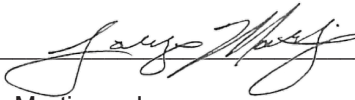
- **Divider #7: Signed and completed original of RFQ Packet No. 21-02-02-22**

Firm is responsible for registering by email for notice of addendums.

Firm agrees that the City will not be responsible for any errors, omissions, inaccuracies, or incomplete statements in this RFQ. Firm accepts all terms of the RFQ submittal process by signing this letter of interest and making the RFQ submittal.

This RFQ shall be governed by and construed in all respects according to the laws of the State of Texas.

Firm's Name: AG|CM, Inc.

Authorized Signature: 

Print Name: Lorenzo Martinez, Jr.

Title: Vice President of Preconstruction

Date: March 1, 2021

Telephone: 361-816-6215

E-Mail: lmartinez@agcm.com

Addendum #1

Addendum No. 1

February 22, 2021 at 9:00 AM
Constructability Review Services
RFQ No. 21-02-02-22

Please note changes as follows:

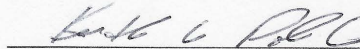
1st Amended on February 22, 2021 at 9:00 AM

The bid opening date has been changed to Monday, March 1, 2021 at 10:00 AM

Submissions are to be received on or before March 1, 2021 at 10:00 AM.

I acknowledge receipt of Addendum No. 1 dated February 22, 2021 for RFQ 21-02-02-22 Constructability Review Services.

By:



Signature

Print Name & Title:

Kenneth W. Polasek, VP Federal & Healthcare

Firm / Company Name:

AGCM Inc.

Date:

22 Feb 2021

Email completed copies of all addendum acknowledgement pages to RJ Jaime@sjtx.us no later than 10:00 AM on February 25, 2021 at 10:00 AM.

Addendum #2

Addendum No. 2

February 26, 2021 at 2:00 PM
Constructability Review Services
RFQ No. 21-02-02-22

Please note changes as follows:

2nd Amended on February 26, 2021 at 3:00 PM

- * The bid opening date has been changed to Monday, March 11, 2021 at 10:00 AM
- * Submissions are to be received on or before March 11, 2021 at 10:00 AM.
- * Exhibit "A" Good Faith Effort Plan for Professional and other Consulting Services Sub-Contracts has been added for submission. *(Found on page 13 of 22)*
- * How to submit references has been clarified in the Divider #1 section found on page 12 of 17.
- * Questions and/or requests for RFQ clarifications must be submitted in writing and received by Friday, March 5, 2021 at 10:00 AM.

I acknowledge receipt of Addendum No. 2 dated February 26, 2021 for RFQ 21-02-02-22 Constructability Review Services.

By:

Kenneth W. Polsek
Signature

Print Name & Title:

Kenneth W. Polsek VP

Firm / Company Name:

AGCM Inc.

Date:

2 March 2021

Email completed copies of all addendum acknowledgement pages to RJ Jaime@sjtx.us no later than Friday, 10:00 AM on Friday, March 5, 2021 at 10:00 AM.

RFQ No. 21-02-02-22 2nd Amended - Constructability Review Services, Page 22 of 22

REFERENCE LETTER



AECOM
711 North Carancahua
Suite 1620
Corpus Christi
TX, 78401
USA
aecom.com

June 19, 2017

To Whom It May Concern

Reference Letter

Dear Sir or Madam

It is my pleasure to provide you with this letter of reference as it relates to my experience working with AG|CM. AG|CM has worked for us (legacy URS/AECOM) as a subconsultant and assisted us with the development of project cost estimates. In addition, while working for a municipality in Texas, AG|CM provided independent 3rd party cost estimates to assist with CIP planning as well as construction cost estimates.

AG|CM cost estimates exhibited their in-depth knowledge of the local market as well as contractors' bidding procedures and labor practices.

Please do not hesitate to contact me if you need further information.

Yours sincerely,

A handwritten signature in blue ink that reads "Joelle S. Francois".

Joelle S. Francois, P.E.
Senior Engineer, Civil
AECOM
T: 361-888-9165
M: 361-816-6751
E: Joelle.Francois@aecom.com

aecom.com

1/1

REFERENCE LETTER



HOUSTON COMMUNITY COLLEGE

October 23, 2020

Lorenzo Martinez
Vice President of Pre Construction
AG|CM
lmartinez@agcm.com

Dear Lorenzo Martinez:

On behalf of the Architectural Design and Construction Management COE at Houston Community College, we would like to thank you for the excellent presentation you gave to students enrolled in the Construction Project Management Course. The students truly enjoyed your presentation and were inspired by your presence. Your willingness to share your time and expertise in the project management area was critical to the overall learning experience and success of students.

We hope that we can call you again in the future.

Once again, thanks very much for your participation.

Sincerely,

Muddassir Siddiqi, Ed.D., President
Houston Community College-Central College
1300 Holman Street, Houston, TX 77004
E-Mail: Muddassir.Siddiqi@hccs.edu



P.O. Box 667517 | Houston, TX | 77266-7517 | hccs.edu

P.O. Box 667517 | Houston, TX | 77266-7517 | hccs.edu

AG|CM, Inc. Corpus Christi, TX

Constructability Review List - E.J.L

PROJECT CONSTRUCTABILITY / PLAN REVIEW COMMENTS
(95% Construction Documents)

PROJECT TITLE:			DISCIPLINE:			REVIEWER		STATUS KEY:	
UTSA Recreation & Wellness Center Phase II			GENERAL	HVAC	Ed Labay	UNDER REVIEW			
LOCATION:			CIVIL	PLUMBING	Russell Rentfro	ACCEPTED			
			LANDSCAPE	FIRE PROTECTION	Nathan Swinney	REJECTED			
			ARCH	ELECTRICAL	Lorenzo Martinez	COMPLETE			
The University of Texas at San Antonio, Texas			STRUCTURAL	COMMUNICATION	Other	NOT APPLICABLE			
ITEM	SHT NO	DIS	REV	COMMENTS		ACTION TAKEN		DATE REVIEWED	STATUS
59	C103	CIVI	NS	Need to detail spacing and sections through expansion joints and control joints for any concrete paving and concrete sidewalks. 40 ft. centers for expansion joints on walks is too far, should not be further than 20 ft. Special care should be taken at landscape leaveouts for crack control requirements and turn downs.				10/28/2005	
ROWS 60 - 80 INTENTIONALLY OMITTED FOR DEMONSTRATION									
81	S102 A thru E	STRU	EL	Reduce the number of pier type. Up size piers where only a few are in the midst of a larger diameter or depth. For the 42" piers use 2-30" piers with a cap. It will be cheaper in the long run if the driller does not have to change bits so often.				11/2/2005	
ROWS 82 - 181 INTENTIONALLY OMITTED FOR DEMONSTRATION									
182	S102b	STRU	EL	Use only piers types P-5, P-6, F-7 and P-8. Use 2-P-6 for P-9 and P-10. Consider using spread footer under dock walls. Dock wall section conflicts with same Architectural section.				11/2/2005	
ROWS 183 - 201 INTENTIONALLY OMITTED FOR DEMONSTRATION									
202	M101B	HVAC	RR	Manual Balance valves above plaster ceiling required access doors. Verify with architect on F/CP				11/2/2005	
203	M101C	HVAC	RR	Need return air in storage and laundry				11/2/2005	
ROWS 204 - 218 INTENTIONALLY OMITTED FOR DEMONSTRATION									
219	E101A	ELEC	RR	Chlorine and Acid room fixtures need to be Corrosion resistant or Marine grade				11/2/2005	
ROWS 220 - 231 INTENTIONALLY OMITTED FOR DEMONSTRATION									
231	E401	ELEC	RR	TEF #1 fan designation is used in all panels. Please use TEF numbers from Schedule on M501				11/2/2005	

SAMPLE PLANNING FEASIBILITY REPORT



Feasibility Assessment Planning
January 22, 2015

Summary Sheet

	Option 1: (Renovate & New South Office, 260K SF & North Parking Garage, 840 Spaces)	Option 2: (New South Office, 260K SF & North Parking Garage, 840 Spaces)	Option 3: (New South Office, 260K SF & North Parking Garage, 840 Spaces)	Option 4: (New South Office, 260K SF & North Parking Garage, 840 Spaces)	Option 5: (Renovate & Build New South Office, 260K SF & North Parking Garage, 740 Spaces)
Scope of Work:					
1. Demolish Main Building & Annex	\$96,750	\$632,250	\$632,250	\$632,250	\$300,000
2. Sink Hole Remediation	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
3. Bat Infestation Removal	\$200,000	\$0	\$0	\$0	\$200,000
4. Underpinning / Structural Repairs	\$575,000	\$0	\$0	\$0	\$287,500
5. Soil Contamination Remediation	\$425,000	\$425,000	\$425,000	\$425,000	\$425,000
6. ADA / Code Compliance	\$2,270,000	\$0	\$0	\$0	\$1,185,000
7. AHU Replacement	\$1,800,000	\$0	\$0	\$0	\$900,000
8. Roof Leak Repairs	\$1,055,450	\$0	\$0	\$0	\$527,725
9. Replace Floor Framing	\$2,400,000	\$0	\$0	\$0	\$1,200,000
10. Repair Building Finishes & MEP Systems	\$7,839,600	\$0	\$0	\$0	\$3,919,800
11. Preserve Corner Façade	\$500,000	\$0	\$500,000	\$0	\$500,000
12. Outdoor Park	\$0	\$0	\$900,000	\$0	\$0
13. Surface Parking	\$1,430,966	\$1,669,460	\$1,308,345	\$708,736	\$708,736
14. Solar Covered Parking Canopies	\$0	\$0	\$0	\$0	\$0
15. Office Building	\$29,462,300	\$54,755,700	\$54,755,700	\$54,757,000	\$42,249,000
16. Parking Garage	\$14,078,430	\$13,139,868	\$14,782,352	\$17,363,397	\$17,363,397
17. Contractors General Conditions	\$9,357,524	\$10,630,842	\$11,033,047	\$11,120,457	\$10,502,424
18. Plan / Design Contingency	\$21,522,306	\$16,300,624	\$16,917,339	\$17,051,368	\$20,129,645
19. Contractors Bonds & Insurance	\$4,663,166	\$1,956,075	\$2,030,081	\$2,046,164	\$5,032,411
20. Contractors Overhead & Profit	\$14,688,974	\$4,987,991	\$5,176,706	\$5,217,719	\$10,568,064
Total Construction Cost:	\$112,615,466	\$104,747,809	\$108,710,818	\$109,572,091	\$116,248,702
21. Owner's Contingency - 10%, 15% & 20%	\$22,523,093	\$10,474,781	\$10,871,082	\$10,957,209	\$17,437,305
22. Furniture, Furnishings & Equipment - 5%	\$6,756,928	\$5,761,130	\$5,839,095	\$5,936,155	\$6,484,300
23. Design & Engineering Fees - 8%, 10% & 15%	\$20,270,784	\$9,217,807			
24. Commissioning, Testing & Surveying - 1%	\$1,351,386	\$1,152,226			
25. Management & Preconstruction - 3%	\$4,054,157	\$3,456,678			
Total Soft Cost:	\$54,956,347	\$30,062,621			
Total Project Cost (Base Year 2014):	\$167,571,813	\$134,810,430			
Gross Square Footage	260,000	260,000			
Cost per Square Foot	\$644.51	\$518.50			

Page 2 of 17



Feasibility Assessment Planning
January 22, 2015

Option 1 - (Renovate & Build New South Office Building at 260,000 SF &
New North Parking Garage, 840 Spaces)

ITEM	QUANTITY	UNIT	UNIT COST	PERCENT OF PROJECT	TOTAL
1. Demolish Main Building & Annex	12,900	SF	\$7.50		\$96,750
a. Demo Existing Annex Building	12,900	SF	\$7.50		\$96,750
2. Sink Hole Remediation	260,000	SF	\$0.96		\$250,000
a. Stabilize Existing Soils - Allowance	1	LS	\$250,000.00		\$250,000
3. Bat Infestation	260,000	SF	\$0.77		\$200,000
a. Removal of Bats - Allowance	1	LS	\$200,000.00		\$200,000
4. Underpinning / Structural Repairs	260,000	SF	\$2.21		\$575,000
a. Underpinning at Northeast Pilaster - Allowance	1	LS	\$125,000.00		\$125,000
b. Temporary Shoring - Allowance	1	LS	\$75,000.00		\$75,000
c. Selective Removal of Brick Veneer - Allowance	1	LS	\$225,000.00		\$225,000
d. Reconstruct Brick Veneer - Allowance	1	LS	\$150,000.00		\$150,000
5. Soil Contamination	260,000	SF	\$1.63		\$425,000
a. Replace Existing Soils - Allowance	1	LS	\$425,000.00		\$425,000
6. ADA / Code Compliance	120,000	SF	\$18.92		\$2,270,000
a. Exterior Entry Ramps - Allowance	1	LS	\$200,000.00		\$200,000
b. Storefront / Automatic Entrances - Allowance	1	LS	\$150,000.00		\$150,000
c. Stair Railing Modifications - Allowance	3	EA	\$100,000.00		\$300,000
d. Egress / Life Safety Path Modifications - Allowance	120,000	SF	\$10.00		\$1,200,000
e. Fire Alarm Modifications - Allowance	120,000	SF	\$3.50		\$420,000
7. AHU Replacement	120,000	SF	\$15.00		\$1,800,000
a. AHU Replacement - Allowance	120	TON	\$15,000.00		\$1,800,000
8. Roof Leak Repairs	260,000	SF	\$4.06		\$1,055,450
Replace Roofing System - (Assumed Built-Up a. Membrane System)	422	SQ	\$2,500.00		\$1,055,450
9. Replace Floor Framing	120,000	SF	\$20.00		\$2,400,000
Repair / Replace Wood Flooring at Existing South a. Building - Allowance	120,000	SF	\$20.00		\$2,400,000
10. Repair Building Finishes & MEP Systems	120,000	SF	\$65.33		\$7,839,600
Repair / Replace Interior Finishes Existing South Office a. Building - Allowance	120,000	SF	\$35.00		\$4,200,000
Repair MEP Systems at Existing South Office Building - b. Allowance	120,000	SF	\$30.33		\$3,639,600
11. Preserve Corner Façade	120,000	SF	\$4.17		\$500,000
Preserve Corner Façade at Existing South Building - a. Allowance	1	LS	\$500,000.00		\$500,000
12. Outdoor Park	80,000	SF	\$0.00		\$0
a. Landscaping - Allowance	80,000	SF	\$5.00		SOW Removed for Final Estimate
b. Irrigation - Allowance	80,000	SF	\$2.50		SOW Removed for Final Estimate
c. Paving for Sidewalks / Courtyards - Allowance	80,000	SF	\$2.00		SOW Removed for Final Estimate
d. Site Furnishings - Allowance	80,000	SF	\$1.00		SOW Removed for Final Estimate

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Option 1

SAMPLE VALUE ENGINEERING REPORT



Lamar Consolidated Independent School District			
PROJECT TITLE:	STATUS OF DESIGN:	DATE PREPARED:	
New Lamar Consolidated Carter Elementary School	50% Construction Documents	February 2, 2017	
LOCATION:	ESTIMATED BY:	AGCM JOB:	PROCUREMENT METHOD:
Rosenberg, Texas	LM, HM, RA, BC	15-017P	Competitive Sealed Proposal
	A/E FIRM:		
	VLK Architects		
APPLIED VALUE ENGINEERING ITEMS			POTENTIAL SAVINGS
1. Eliminate Painted Exposed Structure / Ceiling at Media Center. (Revised Estimate Per VE Meeting on 01.05.17)			(\$15,460)
2. Replace 3,655 SF of Stone Veneer with Type A. (Revised Estimate Per VE Meeting on 01.05.17)			(\$141,873)
3. Replace Cast Stone Sills with Common Field Brick. (Revised Estimate Per VE Meeting on 01.05.17)			(\$13,690)
4. Replace Plastic Laminate Window Sills with Finished Gypsum Board. (Not Accepted per VE Meeting on 01.05.17)			NA
5. Replace Glass Folding Partition at Media Center / Computer Lab with Fixed Interior Storefront System. (Revised Estimate Per VE Meeting on 01.05.17)			(\$32,800)
6. Eliminate Vinyl Wall Coverings / Marker Board at Classrooms by 50%. (Revised Estimate Per VE Meeting on 01.05.17)			(\$16,360)
7. Eliminate Pre-Finished Aluminum Sunshade / Pergola at Courtyards. (Revised Estimate Per VE Meeting on 01.05.17)			(\$5,155)
8. Eliminate Pre-Finished Aluminum Canopy / Sunshade. (Revised Estimate Per VE Meeting on 01.05.17)			(\$20,715)
9. Remove Gate at Dumpster Enclosure / Service Yard. (Revised Estimate Per VE Meeting on 01.05.17)			(\$2,313)
10. Reduce Collaboration Spaces, approximately 1,697 SF. (Revised Estimate Per Updated Plans on 01.12.17)			(\$15,697)
11. Reduce Outdoor Learning Areas. (Revised Estimate Per VE Meeting on 01.05.17)			(\$12,278)
12. Reduce Flex Spaces. (Design to be Determined per VE Meeting on 01.05.17)			NA
13. Reduce Corridor width. (Design to be Determined per VE Meeting on 01.05.17)			(\$91,482)
14. Change hard lid (gypsum board) in Collaboration Spaces to lay-in ceiling and add gypsum furr-downs at perimeter. (Revised Estimate Per VE Meeting on 01.05.17)			(\$39,680)
15. Reduce/Eliminate Exterior Stone at classroom wings – Use all brick (vary color or textures to achieve visual interest in the design). Provide other cost saving alternate. Cost reduction included in #2 above.			NA

SAMPLE CONSTRUCTION COST ESTIMATE

AG|CM, Inc. Corpus Christi, TX

TXST BROGDON HALL - 100% CD COST RECONCILIATION

Texas State University Brogdon Hall Renovation
100% Construction Documents

Cost Reconciliation Comparison

Division / Items	LLCI, Inc. 100% CD Est. REV 1 (02.24.12)	AG CM, Inc. 100% CD Est. REV03 (02.29.12)	Difference
1 - General Conditions	\$ 385,917	\$ 385,917	\$ -
2 - Demolition	\$ 169,537	\$ 170,488	951
2 - Sitework	\$ 38,659	\$ 20,354	(18,305)
2 - Utilities	\$ 30,266	\$ 30,600	334
2 - Landscape	\$ 34,649	\$ 31,405	(3,244)
3 - Building Concrete	\$ 109,484	\$ 97,458	(12,026)
4 - Masonry	\$ 283,203	\$ 266,420	(16,783)
5 - Structural Steel	\$ 190,755	\$ 179,866	(10,889)
6 - Wood, Plastics & Composites	\$ 129,942	\$ 123,554	(6,388)
7 - Thermal and Moisture Protection	\$ 235,366	\$ 228,369	(6,997)
8 - Openings	\$ 384,965	\$ 383,564	(1,401)
9 - Finishes	\$ 628,610	\$ 610,381	(18,229)
10 - Specialties	\$ 80,339	\$ 83,750	3,411
14 - Conveying Systems	\$ 104,946	\$ 146,000	41,054
21 - Fire Suppression	\$ 109,965	\$ 118,832	8,867
22 - Plumbing	\$ 317,369	\$ 254,937	(62,432)
23 - HVAC & Controls	\$ 705,568	\$ 698,367	(7,201)
26 - Electrical	\$ 440,010	\$ -	
27 - Communications	\$ 79,002	\$ -	
28 - Electronic Safety & Security	\$ 164,570	\$ -	
Subtotal	\$ 4,623,120	\$ -	
Plan / Design & Const. Contingency	138,694		
Bonds & Insurance / AGC Fee	-		
General Contractor's Fee	107,141		
Base Bid - Total	\$ 4,868,954	\$ -	

* The cost figures above were obtained from LLCI's 100% CD Estimate dated February 23, 2012 & Revised February 23, 2012.

AG|CM, Inc. Corpus Christi, TX

TXST BROGDON HALL - 100% CD COST RECONCILIATION

Texas State University Brogdon Hall Renovation
100% Construction Documents

DIVISION SUMMARY

Division / Items	LLCI, Inc. 100% CD Est. REV 1 (02.24.12)	AG CM, Inc. 100% CD Est. REV03 (02.29.12)	Difference	Comments
1 - General Conditions	\$ 385,917	\$ 385,917	\$ -	NA
2 - Demolition	\$ 169,537	\$ 170,488	951	Overall cost difference is minimal. Acceptable for competitive pricing of bid documents to be issued.
Remove Concrete Wall	818	2,400	1,582	
Remove Sidewalks	773	1,010	237	
Remove Trees	2,200	8,000	5,800	
Remove Handrails	805	19,650	18,845	
Core Slabs	1,360	-	(1,360)	
Remove Ceilings	2,523	32,299	29,776	
Remove Floor Finishes	21,866	19,380	(2,487)	
Remove Doors	26,690	20,850	(5,841)	
Remove Walls	43,778	60,900	17,122	
Remove Millwork	-	6,000	6,000	
Haul Off	27,300	-	(27,300)	
Labor Crew	20,800	-	(20,800)	
Temporary Protection	20,625	-	(20,625)	
2 - Sitework	\$ 38,659	\$ 20,354	(18,305)	LLCI included \$19,945 for bagged fill under the new ADA Ramp. AG CM included all select fill. LLCI recommended that the retaining wall forming & bracing be left in-place as select fill is placed & compacted and eliminate the need for bagged fill. GBA/JQ to confirm/coordinate scope of work for bid documents. ADA Ramp to be removed from the project & ADA access provided at the back of the building (Alternate / VE Item #1). GBA to revise plans for bid documents.
Clear & Haul-Off	11,375	13,016	1,641	
Select Fill & Bagged Fill	24,325	4,339	(19,987)	
Silt Fence	259	-	(259)	
Tree Protection	2,700	3,000	300	
2 - Utilities	\$ 30,266	\$ 30,600	334	Overall cost difference is minimal. Acceptable for competitive pricing of bid documents to be issued.
Asphalt Patchwork	2,520	2,500	(20)	
Curb & Gutter	1,256	500	(756)	
FDC	5,000	4,500	(500)	
6" Fire Line	14,040	21,600	7,560	
2x2 Inlet	2,250	-	(2,250)	
ACO Drainage	5,200	-	(5,200)	
Scupper Drainage @ Pavers	-	1,500	1,500	
2 - Landscape	\$ 34,649	\$ 31,405	(3,244)	Overall cost difference is minimal. Acceptable for competitive pricing of bid documents to be issued.
Sod	2,689	2,689	-	
Trees	2,600	2,600	-	
Large & Small Shrubs	3,990	4,860	870	
Asian Jasmine	4,804	4,804	-	
Irrigation & Sleeves	10,760	10,000	(760)	
Tree Trimming	5,100	5,100	-	
Remove Ground Covering	3,714	-	(3,714)	
Crushed Granite	992	-	(992)	
Edging	-	360	360	



A Professional Project Management Firm

BRAZORIA COUNTY COURTHOUSE | ANGELTON, TX



THANK YOU.

Corpus Christi

Corporate Office
1101 Ocean Drive
Corpus Christi, TX 78404

Austin

3112 Windsor Road
Suite 120
Austin, TX 78703

Houston

3200 Wilcrest Drive
Suite 100
Houston, TX 77042

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11503 Jones Maltsberger
Suite 1153
San Antonio, TX 78216

Dallas

5606 SMU Boulevard
Suite #600752
Dallas, TX 75360

www.agcm.com

ORIGINAL



Officer John Wheeler Park



Terra Del Sol Park

**CITY OF SAN JUAN
REQUEST FOR QUALIFICATIONS
FOR
CONSTRUCTABILITY REVIEW SERVICES
No. 21-02-02-22**



MARCH 11, 2021



AUSTIN
8120 NORTH IH 35 Suite 200
AUSTIN, TEXAS 78753
PHONE NO.: 512-252-3326
FAX NO. 512-252-3636

DALLAS
10000 NORTH CENTRAL EXPRESSWAY SUITE 400
DALLAS, TEXAS 75231
PHONE NO. 469-252-1136
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SAN ANTONIO
1777 NE LOOP 410, SUITE 600
SAN ANTONIO, TX 78217
210-678-3045
FAX NO. 512-252-3636

www.asdconsultantsinc.com

ARCHITECTURAL • ENGINEERING • PROJECT MANAGEMENT • GENERAL CONTRACTOR • INSPECTIONS • CONSTRUCTION MANAGEMENT • COST ESTIMATING

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TAB #1
STATEMENT OF PROJECT TEAM'S DEMONSTRATED COMPETENCE AND
EXPERIENCE OF THE PROJECT

CITY OF SAN JUAN
REQUEST FOR QUALIFICATIONS RFQ. NO. 21-02-02022 CONSTRUCTABILITY REVIEW

COVER LETTER

March 10, 2021



Mr. Rene J. Jaime, Purchasing Agent
Purchasing Department
City of San Juan
709 S. Nebraska Avenue
San Juan, TX 78589-2649

Re: Request for Statements of Qualifications (RFQ) Constructability Review Services

Dear Ms. Jaime:

ASD Consultants, Inc. appreciates this opportunity to present our firm and related qualifications to provide Professional Services for Constructability Reviews. We have carefully reviewed the Scope of Services and we are professionally qualified to fulfill your requirements and provide the services you require.

As you review our Request for Qualifications, there are several key points we wish to emphasize which we believe will distinguish our firm from the other firms.

ASD Consultants, Inc. is a firm specializing in Project Management, Construction Management, Roof Consulting, Scheduling, Quality Control Services and Detailed Computerized Cost Estimating. In addition, ASD provides architectural and Engineering design services. ASD Consultants, Inc. also has a General Construction Division, which constructs, and bonds projects up to \$8,000,000.00.

ASD Consultants, Inc. has a history of providing its services to Cities, Schools Districts, Universities, Cities, Counties, and Churches. Projects have included City of Austin Projects, Travis County, University of Texas and Austin Community College and numerous City of Austin Projects.

In addition, ASD Consultants, Inc. has provided a variety of services as shown below:

-  Pecan Springs School Addition/ Renovation (General Contractor, Estimating)
-  Regional Communication Center (Cost Estimating)
-  Pflugerville Justice Center (Project and Construction Management, estimating)
-  Becker Elementary School Renovations (General Contractor, estimating)
-  Bedichek School Additions and Renovations (General Contractor, estimating)
-  Summit School Additions and Renovations (General Contractor, estimating)
-  Norman Elementary School Renovations (General Contractor, estimating)
-  Austin Shelter for the Homeless (Cost Estimating) (Project included LEEDS)
-  Carver Museum and Library (Office Engineering and Project Clerk, estimating)
-  Austin City Hall (Cost Estimating) (Project included LEEDS)
-  Austin Bergstrom International Airport Parking Garage (Project and Construction Management, cost estimating)
-  University of Texas, System Administration Building (Construction Management)
-  University of Texas, Moncrief Neuhaus Sports Facility (Quality Control)



CITY OF SAN JUAN
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Curtis Brown, AIA, Licensed Architect, the proposed Principal has approximately 40 years' experience as a Licensed Architect and Project/Construction Manager. Curtis Brown served fourteen years as Architect and Project Manager and Construction Manager for the City of Austin, Texas. In addition, Curtis was the Project Manager and Construction Manager on all five of the buildings ASD managed at the new Airport. He also served as the Director of Construction for the City of Austin Brackenridge Hospital, managing numerous additions and renovations to the hospital. Curtis will manage the over-all process and provide constructability reviews as needed. Curtis is QC/QC Certified as an Inspector with the US Corp of Engineers.

Yamini Banda, has a master's in construction management, proposed as the Chief Estimator. Yamini will perform constructability reviews and cost estimating for the projects. She has over 5 years' experience in providing computerized Cost Estimating services to General Contractors and to Architectural firms. Yamini has provided estimates on building additions, parks, complex renovations, and schools. Yamini has experience in performing constructability reviews as this is necessary while providing estimating services for bidding purposes and on Architectural Design projects she estimates. Yamini will provide a written report of the review comments and concerns from the review of the documents. Yamini, will also review and analyze any change orders for reasonable cost and make recommendations to the Owner. Yamini will evaluate value Engineering proposals and make them as well.

Anthony White proposed as a constructability/ VE, reviewer has over 30 years in Construction, Project Management and Construction Management. Anthony worked for 20 years in construction as a field Superintendent. Anthony will review the plans and recommend actions to the Owner. Anthony has served as Forman on several large casino construction projects and as the Superintendent on over 15 school projects and numerous City of Austin, Federal and City of San Antonio projects. Anthony is QC/QC Certified as an Inspector with the US Corp of Engineers.

Darien Brown, Degreed Planner/Engineer, proposed constructability/ VE, reviewer has over 10 years' experience as a Project Manager and Construction Inspector. Darien has work and performed inspections plan reviews and site inspections on over 60 projects in the Dallas and Fort Worth area and Austin and San Antonio. Darien is QC/QC Certified as an Inspector with the US Corp of Engineers.

Arthur F. Elgin, PE, MEP Engineer, will provide constructability reviews for the MEP design related issues. Arthur F. Elgin has over 20 years of experience.

Alfredo Cervantes, Ph. D. PE, Structural Engineer, will provide constructability reviews of Structural design related issues. Alfredo Cervantes has over 30 years of experience.

Farid Wahidy", as a BS in Civil Engineering, will provide scheduling, scheduling reviews/analysis. He will also provide constructability reviews for Civil work and Architectural. Farid is a certified scheduler, and he has over 17 years in Construction and Construction Management. We utilize PRIMA-VERA for scheduling.

Here are some highlights of working with ASD Consultants, Inc. As member and extension of your team ASD will provide the following:

1. Provide detail cost analyses to help you evaluate Contractor's Proposal Request and proposed change order pricing.



CITY OF SAN JUAN
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- a. Provide detailed computerized cost estimating provided in any format (i.e. CSI, square foot, material cost only, labor cost only etc.).
- b. Provide Constructability reviews of ALL disciplines involved in the design and creation of the design documents and proposed changes.
- c. Develop and implement a value-engineering program during the design construction phases to reduce cost and maintain quality.
- d. Serve as a source of information the Owner and the Design Firm
- e. ALL of these services are provided in house under one roof, which makes for faster responses and complete thorough communication between team members.

ASD is experienced in serving as a Program Manager, Project Manager, and Construction Manager and being the main point of contact between the Owner and all other consultants and contractors.

In summary, because ASD Consultants, Inc., is a multi-disciplinary firm, we offer the Project the following services under one roof:

General

-  *ASD Consultants has extensive experience in Architectural Design, Program, Project and Construction Management, Roof Consulting, Inspections, Constructability Reviews, Quality Control and General Construction and performing these services within an institutional educational Governmental structure.*

Estimating, Budgeting and Scheduling

-  *ASD has extensive experience in Cost Estimating, budgeting, and Scheduling and has an in-house estimating and scheduling staff. ASD utilizes Means estimating system and has an extensive database of historical cost and PERMA-VERA.*

ASD Consultants, Inc. has worked or is currently working on several projects that have the LEEDS program.

We appreciate your consideration of our firm for this important project. ASD Consultants, Inc. assures you a maximum effort with results that will be a credit to both the City of San Juan and our firm.

Curtis Brown, AIA, NCARB, authorized to commit to a contractual agreement.
8120 North Interstate 35, Suite 20
Austin, TX 78753
512-470-4239 cell
512-836-3329 office
512-836-3802 fax
Curtis2aia@gmail.com

Respectfully submitted,



Curtis Brown, AIA, NCARB, President
ASD Consultants, Inc



CITY OF SAN JUAN
REQUEST FOR QUALIFICATIONS RFQ. NO. 21-02-02022 CONSTRUCTABILITY REVIEW

BRIEF HISTORY: ASD Consultants, Inc. appreciates this opportunity to present our firm and related qualifications to provide the Constructability Review Services to City of San Juan. Our team combines proven Project Inspection, Construction, Cost Estimating, Scheduling, Roof Consulting/Inspection, Engineering and Quality Control services. Our team has the technical excellence and award-winning past performance, providing the services required. There are several key points we wish to emphasize which we believe will distinguish our firm from the other firms.

ASD Consultants, Inc. is a firm specializing in Inspection services, Quality Control/Quality Assurance, Roof Consulting, Project Management, Construction Management and Detailed Cost Estimating, Construction Management, Project Management, Architectural/Engineering Design and Scheduling. In addition, ASD Consultants, Inc. performs work as a General Contractor, with an \$8 million dollar bonding capacity. **All services are in-house.**

We are especially mindful that a great design can be problematic if quality control/assurance services are not performed during the design phase.

Project Design Quality Control/Value Engineering Reviews: ASD has extensive experience in plan reviews, value engineering, quality control and quality assurance, our team is comprised of Licensed Architects, Degreed Architects, Licensed Engineers, Degreed Engineers, Corp of Engineers Certified QC/QA Inspectors, Certified Roof Inspectors, Certified Estimators and Schedulers, Experienced Construction Superintendents, Project Management Professionals' that are comfortable at performing these services within a Governmental structure.

Estimating and Budgeting: ASD has extensive experience utilizing certified cost estimators and ASD has an in-house estimating staff. This staff will evaluate **Change Orders and Value Engineering options.**

Scheduling: ASD has extensive experience in scheduling and scheduling analysis. Since ASD also performs work as General Contractor and scheduling is a critical task we perform. Our scheduler is certified and experience. We use PRIMA-VERA program for scheduling.

Codes and Regulations/Design Standards: ASD Consultants has an in-house **Design Architects and Engineers** that are current with the **Building Codes**, ADA Requirements, and the **City's Design Standards.**

TXDOT Standards Specifications: ASD Consultants has in-house staff that are TXDOT Certified and TXDOT experienced and are thoroughly familiar with TXDOT Standards and Design Requirements and Details.

Submittal Reviews: ASD Consultants has an in-house **Expeditors** that can review and logs all Submittals and **Shop Drawings.**

CITY OF SAN JUAN
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UNIQUE QUALIFICATIONS



John Wheeler Park, San Antonio



Tierra Del Sol Park, San Antonio



John Wheeler Park, San Antonio



VIA Transit Renovation, San Antonio

OFFICE LOCATIONS:

Austin, TX
San Antonio
Dallas, TX

FORM OF BUSINESS: Corporation

YEAR FOUNDED: 1994

PRIMARY INDIVIDUAL TO CONTACT:

Curtis Brown, AIA, NCARB
Curtis2aia@gmail.com
512-470-4239 MOBILE

YEARS IN BUSINESS: 26

ORGANIZATION TYPE: Corporation

Incorporation Date: 11/1994 Texas

WEBSITE: www.asdconsultantsinc.com

OFFICE PERSONNEL:

Principal: Curtis Brown, AIA, President

Total NO. of Employees in Firm(s)	<u>17</u>
Number of Registered Architects	<u>2</u>
Number of Cost Estimators	<u>2</u>
Number of Schedulers	<u>1</u>
NO. of Certified CM/PM/INSPECTOR	<u>6</u>
Number of Support Personnel	<u>2</u>
Number of Engineers	<u>4</u>

LIST OF SERVICES PROVIDED:

Program Management, Project
Management, Scheduling, Construction
Management Cost Estimating, Project
Feasibility Analysis, Budget Development,
Constructability Reviews
Roof Consulting, Inspections
Architectural Design, Engineering Design,
General Construction

**ALL REQUIRED DISCIPLINES NEEDED FOR
THIS RFQ ARE IN-HOUSE EMPLOYEES OF
ASD CONSULTANTS, INC**

CITY OF SAN JUAN
REQUEST FOR QUALIFICATIONS RFQ. NO. 21-02-02022 CONSTRUCTABILITY REVIEW

PRIOR EXPERIENCE

PROJECT # 1 **Project Name:** Church of Christ at East Side

Project Description: ASD Consultants, Inc. entered project as the Design Build Architect/Contractor to design and construct as 24,000 SF, Sanctuary, parking lot, drainage facilities and landscaping.

Respondent's Role: Design/Build, Architect/General Contractor
Project Architect: Curtis Brown, AIA, NCARB
Superintendent: Anthony White
Project's Cost: \$4.2 million
Owners Name : Church of Christ at East Side
Owner's Contact Person: Mike Deen, Elder
Representative's Ph. No. 512-431-9886
Representative's Email: Mike.Deen@eastsidecoc.com

PROJECT #2 **Project Name:** Marsalis Street Church of Christ

Project Description: Work included demo of the existing portion of the existing Sanctuary, remodel it and add a new 2000SF Foyer to create a new lobby. Work included new ceramic tile flooring, new storefront, new entry sidewalk, automation door controls, ADA restroom upgrades, new electrical, mechanical, and plumbing. New glass handrails and painting over-all.

Respondent's Role: Design/Build, Architect/General Contractor
Project Manager: Curtis Brown, AIA, NCARB
Superintendent: JD Latham
Owners Name : Marsalis Street Church of Christ
Owner's Contact Person: Jewel Manzay, Elder
Representative's Ph. No. 214-923-3374
Representative's Email: manzay@msn.com

PROJECT # 3 **Project Name:** Capital Metro North Operations Additions

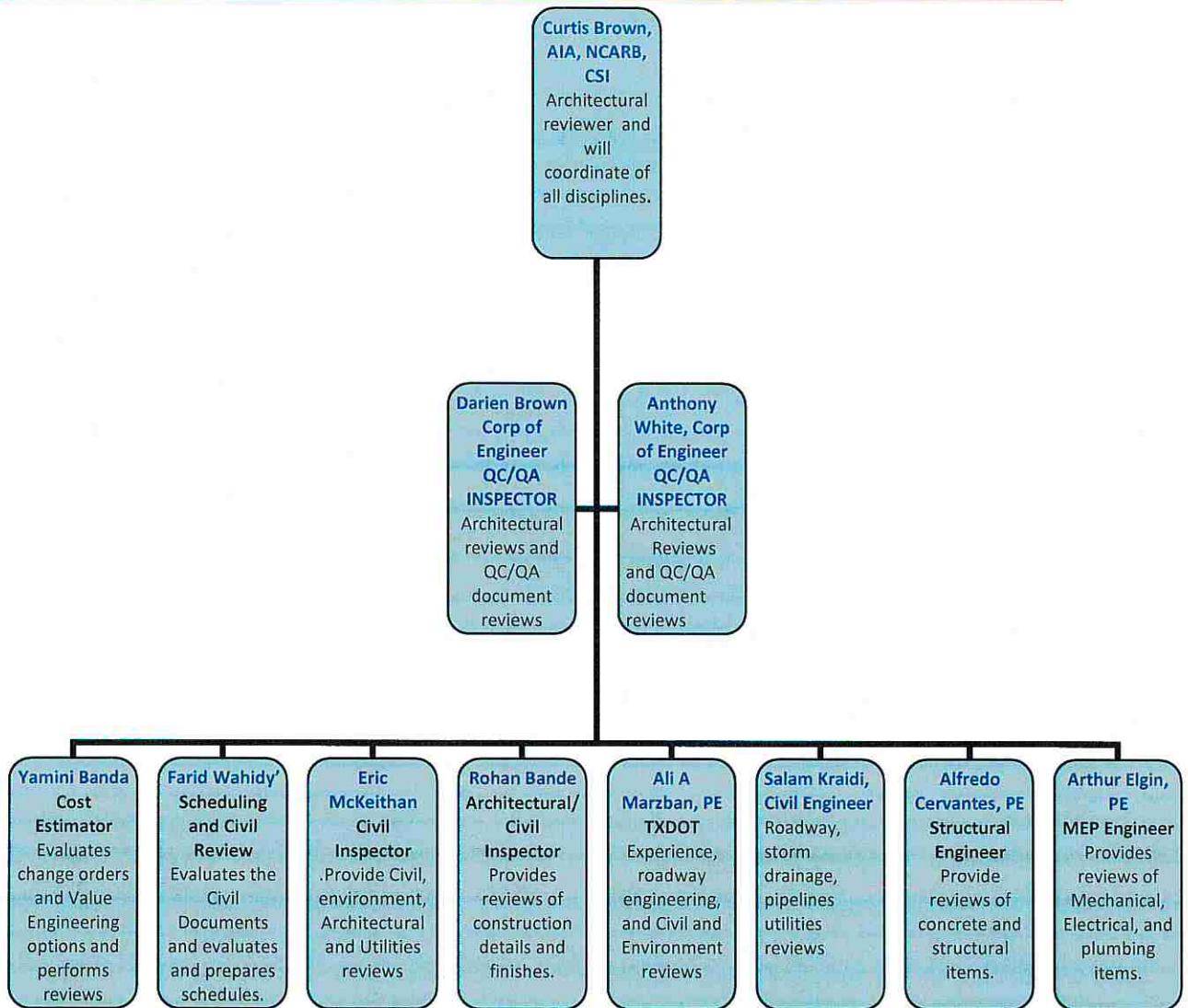
Project Description: Work included site demolition and the construction of a 1560 SF metal building addition and a 400SF metal building addition. Work included new concrete slabs, new metal building, new electrical, fire sprinklers extension, mechanical, pallet storage rack, overhead doors and doors and hardware, bollards, and pavement stripping. Construction was done on an active site.

Respondent's Role: General Contractor
Project Manager: Curtis Brown, AIA, NCARB
Superintendent: Curtis Brown
Owners Name : Capital Metro
Owner's Contact Person: Katherine Gonzalez, Project Manager
Representative's Ph. No. 512-389-7423
Representative's Email: Katherine.gonzalez@capmetro.org

TAB #2
PROJECT TEAM RESUMES



CITY OF SAN JUAN
REQUEST FOR QUALIFICATIONS RFQ. NO. 21-02-02022 CONSTRUCTABILITY REVIEW



Curtis Brown, AIA, Licensed Architect, **LICENSED ARCHITECT, 33 YEARS EXPERIENCE**

Curtis will also provide Architectural Constructability reviews of the plans. Curtis has approximately 40 years' experience as a Licensed Architect and Project/Construction Manager. Curtis Brown served fourteen years as Architect and Project Manager, Construction Inspector and Construction Manager for the City of Austin, Texas. He also served as the Director of Construction for the City of Austin Brackenridge Hospital, managing numerous additions and renovations to the hospital. Curtis will manage the over-all process. Curtis is also QC/QA Certified by the US Corp of Engineers. **CURTIS IS AN EMPLOYEE OF ASD.**

Darien Brown, Urban Planner. Darien is certified by the United States Army Corps of Engineers and he will provide Architectural constructability reviews. **QC/QC CERTIFIED INSPECTOR, 10 YEARS EXPERIENCE.** Darien also has a minor degree in Civil Engineering. Darien has over 10 years of experience and a Project Manager, Superintendent, and Inspector on a variety of projects. Projects including ground-up school additions, HVAC projects, metal building, asphalt paving and concrete. He will coordinate the inspections efforts of the team and provide architectural inspections. **DARIEN IS AN EMPLOYEE OF ASD.**



CITY OF SAN JUAN
REQUEST FOR QUALIFICATIONS RFQ. NO. 21-02-02022 CONSTRUCTABILITY REVIEW

Anthony White is certified by the United States Army Corps of Engineers. Anthony will serve as the Architectural constructability reviewer. **QC/QA CERTIFIED INSPECTOR, 10 YEARS EXPERIENCE** Anthony has over 30 years of Construction as a Superintendent, Project Manager and Construction Manager. Anthony worked for 30 years in construction as a field Superintendent. Anthony will provide inspections as required and review the applications for payment and recommend actions to the Owner. Anthony has served as Forman on several large casino construction projects and as the Superintendent on over 15 school projects. Anthony is QC/QA Certified by the US Corp of Engineers **ANTHONY IS AN EMPLOYEE OF ASD.**

Yamini Banda, has a master's in construction management, and will serve as the Chief Estimator Manager. **CERTIFIED ESTIMATOR, 5 YEARS EXPERIENCE.** Yamini and she will perform cost reviews of any change orders. Yamini has over 5 years' experience in providing computerizes Cost Estimating services to General Contractors and to Architectural firms. Yamini has provided estimates on building additions, parks, complex renovations and specifically schools. Yamini will provide a written report of the review comments and concerns from the review of the change orders. Yamini, will review and analyze any change orders for reasonable cost and make recommendations to the Owner. **YAMINI IS AN EMPLOYEE OF ASD.**

Farid Wahidy, as a BS in Civil Engineering, and will serve as Scheduler and Civil Constructability reviewer. Farid has over 17 years in Construction and Construction Management. **FARID IS AN EMPLOYEE OF ASD.**

Eric McKethan, Degreed Civil Engineer Project Management Professional, will serve as Civil constructability reviewer. **CERTIFIED PMP, 20 YEARS EXPERIENCE** Eric has over 20 years' experience in Civil, Utilities and Site Construction. Eric is also experience in surveying and understanding grades. Eric has installed or oversee the installation of site utilities and has served as a Superintendent and Construction Inspector. Eric will provide Civil, Utilities and Architectural Inspections. Eric will also be instrumental in the verification of grade. **ERIC IS AN EMPLOYEE OF ASD.**

Rohan Bande, Degreed Civil Engineer, and master's in construction management , will serve as Civil and Architectural reviewer. **MASTERS CONSTRUCTION MANAGEMENT, 2 YEARS EXPERIENCE** Rohan has over 2 years' experience in Civil, Architectural and Site Construction. Rohan is also experience in surveying and understanding grades. Rohan has served as a Superintendent several park projects, that involved, utilities, playground equipment, structures, and trails. Rohan will provide Architectural, Civil Inspections. Rohan will also be instrumental in the verification of grade. **ROHAN IS AN EMPLOYEE OF ASD.**

Ali Marzban, P. E., Professional Engineer, will serve as the TXDOT/Roadway inspector. **LICENSED PROFESSIONAL ENGINEER, 20 YEARS EXPERIENCE.** Ali will provide inspections as it relates to transportation and infrastructure projects. Ali has served as a transportation engineer for the Texas Department of Transportation. Ali has experience on the design and construction of transportation and infrastructure projects through-out Texas and California. Ali has over 34 years of experience. **ALI IS AN EMPLOYEE OF ASD.**



CITY OF SAN JUAN
REQUEST FOR QUALIFICATIONS RFQ. NO. 21-02-02022 CONSTRUCTABILITY REVIEW

Salam Kraidi, B.S. in Civil Engineering, (PMP), Project Management Professional, will serve as the TXDOT/Roadway and Civil inspector. **CERTIFIED PMP, 20 YEARS EXPERIENCE**. Salam has over 18 years of experience. Salam will also provide roadwork inspections as it relates to transportation and infrastructure projects and civil inspections. Salam is also a Certified US Corp of Engineer QC/QA inspector and perform this work on numerous roadway and civil projects for the US Corp of Engineers. Salam has experience on the design and construction of transportation and infrastructure projects through-out Texas. **SALAM IS AN EMPLOYEE OF ASD.**

Alfredo Cervantes, Ph. D. PE, Structural Engineer, will serve as the Structural reviewer. **LICENSED PROFESSIONAL ENGINEER, 27 YEARS EXPERIENCE**. Alfredo will provide structural constructability reviews of the concrete and structural steel construction related work. Alfredo Cervantes has over 30 total years of experience. **ALFREDO IS AN EMPLOYEE OF ASD.**

Arthur F. Elgin, PE, MEP Engineer, will serve as the MEP reviewer. **LICENSED PROFESSIONAL ENGINEER, 20 YEARS EXPERIENCE**. Arthur has experience and MEP Design Engineer and Field Engineer. Arthur will provide MEP constructability reviews. Arthur has experience on public projects, schools and provide work. Arthur will provide on-site field inspections for MEP. Arthur has over 27 total years of experience. **ARTHUR IS AN EMPLOYEE OF ASD.**





CURTIS BROWN, AIA, NCARB

LICENSED ARCHITECT

ROLE: (REGULATORY AGENCY AND AUTHORITIES COORDINATOR) AND (PROJECT PRINCIPAL)

PROFESSIONAL SUMMARY

Mr. Brown is the president and owner of ASD Consultants, Inc. He began ASD Consultants, Inc. in 1994 as a multi-purpose firm specializing in construction and project management services, construction inspections, cost controls, roof consulting and architectural/engineering design and general construction. Mr. Brown has served as the Director of Construction, Project Manager, Construction Manager and Architect for projects more than \$35,000,000.00. He was instrumental in the development of the asbestos program and the roof consulting program for the City of Austin. Curtis also was the Project Manager and Construction Manager for the Parking Garage, the Entry/Exit, and the Parking Management Building for the new Austin-Berstrom International Airport. Mr. Brown has managed construction and environmental projects of all types, including healthcare, office buildings, airports, police buildings, schools, universities, roadwork, and power plants .

FIELDS OF EXPERTISE

- Architectural Design
- Construction Management
- Cost Estimating
- Roof Consulting
- Project Management
- Project Administration
- Project Engineering
- Construction Inspection

SELECTED PROJECT EXPERIENCE

- Architect for the City of Austin, Texas
- Austin – Bergstrom International Airport \$32,000,000
- Architect for Brackenridge Hospital, Austin, Texas
- Project Principal **Capital Metro N. Ops Building**
- Project Principal Pflugerville Recreation Center
- Project Principal **Stone Oak Park**
- Project Principal **VIA Transportation Authority**
- Project Principal Roof Consultant U.T. Austin Pickle Research Center Bldg. 129
- Project Principal Austin Convention Center
- Project Principal Reagan Building, Austin, Texas
- Project Principal Travis County Admin Building
- University of Texas System Admin Building
- University of Texas Building 129 – Chilling Station

EDUCATION AND CERTIFICATIONS

- LICENSE: Registered Architect, Texas, Louisiana YEARS LICENSED: 33 YR
- YEARS EMPLOYED WITH ASD CONSULTANTS: 25 years
- YEARS EXPERIENCE IN PROPOSED ROLE: 40 Years
- CITY OF RESIDENCE: Austin, Texas
- OSHA 30 Hour – Construction
- US Corp of Engineer, QC/QA Inspector

PROFESSIONAL AFFILIATIONS

- American Institute of Architects (AIA)
- Construction Specifications Institute (CSI)
- American Society of Hospital Engineers
- National Council of Architectural Registration Boards
- International Institute of Building Enclosures Consultants



DARIEN BROWN

PROJECT MANAGER/SUPERINTENDENT/INSPECTOR
ROLE: (QUALITY CONTROL/QUALITY ASSURANCE COORDINATOR)

PROFESSIONAL SUMMARY

Darien has ten years of experience as a Quality Control/Assurance Inspector, Project Manager/Superintendent in the commercial construction industry. Darien also serves as the President of ASD's Construction and is accustomed scheduling and coordination staff to perform project duties. Darien often collaborates with designers, architects, and engineers to determine what services are staffing is needed for a particular assignment. He works side-by-side with clients to understand and meet their project goals and objectives. His skills and capabilities include, but are not limited to project analysis, bidding, negotiations, project scheduling, value engineering, building code compliance, safety inspections, and quality control/quality assurance inspections and reporting. He has managed and tracked the financial interest of clients during the bidding and construction process. He prepares daily status reports to protect the client and ASD Consultants, Inc; he manages change orders to ensure that all aspects of the project are built properly and in compliance with the engineered/architect plans and specifications. He acts as a company or client representative to vendors and suppliers. Darien is engaged in the selection of ASD's staff for each assigned project. He ensures that their work is completed with the highest quality and within schedule.

FIELDS OF EXPERTISE

- Project Management/Construct Mgt.
- Quality Control Inspections/reporting
- Construction Management
- Quality Assurance Inspection/reporting
- Project Superintendent

SELECTED PROJECT EXPERIENCE

- Pilgrim Rest Primitive Baptist Church – Austin, Texas
- Capital Metro Renovation – Austin, Texas
- Bartholomew Pool and Bathhouse – Austin, Texas
- West Enfield Pool – Austin, Texas
- St. Elmo Maintenance Facility Re-roofing – Austin, Texas
- M.A.D. Tillman's Therapy and CrossFit – Austin, Texas
- Bedicheck Elementary School – Austin, Texas
- Norman Elementary School – Austin, Texas
- Elgin High School – Elgin, Texas

EDUCATION AND CERTIFICATIONS

- LICENSE: US CORP OF ENGINEER QC/QA INSPECTOR YEARS LICENSED: 10 Years
- YEARS EMPLOYED WITH ASD CONSULTANTS: 10 years
- YEARS EXPERIENCE IN PROPOSED ROLE: 10 Years
- CITY OF RESIDENCE: Austin, Texas
- OSHA 30 Hour – Construction
- 2011 - Bachelor of Arts, Urban Design, / Civil Engineering. San Antonio, TX, *Trinity University*
- OSHA 30 – Construction
- Quality Control Systems (QCS)



ANTHONY WHITE

PROJECT MANAGER/SUPERINTENDENT/INSPECTOR
ROLE: (PROJECT MANAGER)

PROFESSIONAL SUMMARY

Anthony has over 25 years of experience as a construction superintendent and project manager. He planned, organized, and managed residential and commercial development. He has performed analysis of projects, preparation, bidding, negotiations, subcontractor selection, purchasing of material, project scheduling, project budgeting, building code compliance, project development, and quality control. He has consistently protected the financial interest of the owner/company during both the bidding and construction process: prepared spreadsheets, customer change orders and site costs; quality of both labor and materials maintained and updated weekly reports, and has acted as a company representative to vendors and suppliers, overseeing negotiations, as well as cost breakdowns. He possesses extensive knowledge of green building practices. Anthony has worked on projects of various types, including parks, and building structures, many of which involved working near or in the presence of adults and children while the building or park was operational.

FIELDS OF EXPERTISE

- Project Management
- Construction Management
- Quality Control/Quality Assurance
- Project Superintendent

SELECTED PROJECT EXPERIENCE

- | | |
|--|---|
| • VIA Transit – San Antonio, Texas | • Jim Mattox Park – San Antonio, Texas |
| • Construction BLST Building 9582 – Fort Hood, Texas | • Officer John Wheeler Park Improvements – San Antonio, Texas |
| • Exterior Renovation Bldg. 255/256 – Fort Hood, Texas | • Stone Oak Park – San Antonio, Texas |
| • Garza Park Improvements – San Antonio, Texas | |
| • Renovate Building 4269 – Fort Hood, Texas | |
| • AISD Charter Schools – Austin, Texas | |

EDUCATION AND CERTIFICATIONS

- LICENSE: US CORP OF ENGINEER QC/QA INSPECTOR YEARS LICENSED: 10 Years
- YEARS EMPLOYED WITH ASD CONSULTANTS: 10 years
- YEARS EXPERIENCE IN PROPOSED ROLE: 30 Years
- CITY OF RESIDENCE: San Antonio, Texas
- Bachelor of Science, Business Management, Las Vegas, NV, *National University*
- OSHA 30 Construction
- Assoc. Degree, Electronics, Engineering Technology, Las Vegas, NV *Ed. Dynamic Institute*

ADDITIONAL TRAINING & CERTIFICATES

- | | |
|-----------------------------|---|
| • OSHA 30 - Construction | • 2 Outstanding Safety Awards |
| • Fall Protection | • Cambridge Who's Who Nomination |
| • Superintendent University | • Microsoft Excel, Outlook |
| • Dust Control | • Construction Documents, RFI's, Submittals |



FARID WAHIDY, PROJECT ENGINEER

ROLE: (SCHEDULING AND DOCUMENT CONTROL)

PROFESSIONAL SUMMARY

Farid Wahidy is Office Engineer, Project Engineer/Superintendent of ASD Consultants, Inc. He began working for ASD Consultants, Inc. in 2018 as an Office Engineer. Farid has 18 years of experience in the construction industry as an estimator, field supervisor, site engineer, assistant project manager, project manager such as highway, runway apron, roads, building(schools, hospitals, supermarket..) hangers, barracks, for over \$40M in local and international general contractor and US Army corps of engineering projects for Federal contracts in the US bases in Afghanistan and US. Farid has served as the Project Engineer/Superintendent in 5th Street Garage Tenant Finish out of City of Austin Project.

FIELDS OF EXPERTISE

- Construction supervision/Management
- Project Cost Estimating
- Project Scheduling
- Project Engineering
- CAD Drawing/layouts
- Quick Measure
- Blueprint fluency
- LEED
- MS Office

SELECTED PROJECT EXPERIENCE/PROJECT ADMINISTRATION

- San Pedro Springs Park-City of San Antonio
- Wilshire Park Trail Head –San Antonio
- Downtown Parks Improvements – San Antonio
- Webberville Park Maintenance Facility
- North San Antonio Hills Park –San Antonio
- Zilker Metro Park – Barton Creek Trailhead Restroom & Water Quality Imps. Rebid
- **Bob Ross Sr. Center Pool Enclosure Renovations**
- City of Bastrop City Hall Renovations
- 5th Street Garage Tenant Finish out
- Elgin High School, EISD
- Little Stacy Neighborhood Park, Austin
- Ricky Guerrero Neighborhood Park, Austin
- Dove Springs Recreation Center, Austin
- Eilers Neighborhood park- Austin
- **North Operations maintenance Building- Austin**
- Renovations Pecan Springs School- Austin
- New field Ops Facility
- Burger Center Renovation
- Travis County Arena restroom upgrade Center
- **Stone Oak Park, San Antonio**
- Kunduz Army base Afghanistan
- Chamtal complex district Mazar Afghanistan
- Faryab hospital Afghanistan
- Guidara road Kabul Afghanistan
- Kabul International Airport
- Admin Building Kart e char Kabul Afghanistan

EDUCATION/CERTIFICATION

- LICENSE: N/A YEARS LICENSED: N/A
- YEARS EMPLOYED WITH ASD CONSULTANTS: 3 years
- YEARS EXPERIENCE IN PROPOSED ROLE: 17 Years
- CITY OF RESIDENCE: Austin, Texas
- Bachelor's in Civil Engineering, Kabul Polytechnic University 2002
- QCM Program – Afghanistan 2010
- OSHA 10 hour – TDI Austin TX 2016
- OSHA 30 hour – Construction Industries 2019



ERIC L. MCKETHAN, PMP, CHSP

PROJECT MANAGER/SUPERINTENDENT/INSPECTOR

ROLE: (CIVIL INSPECTOR/SURVEYOR)

PROFESSIONAL SUMMARY

Mr. McKethan is a resourceful, innovative, and determined professional with more than two decades of Construction and Engineering experience. Mr. McKethan's experience is comprised of **Engineering Testing, Civil Site Design, Estimating, Construction Management, and Project Management**. He adds an extensive knowledge of Residential, Commercial, Federal, Hospital, Commercial Retail, Underground Utility construction, and Project Management procedures. His experience spans all phases of construction: Geotechnical Engineering, Engineering Technician, Project Inspector, Civil Design, Foundation Design, Carpentry, Masonry and Concrete work, Estimating, Project Management, and Construction Management.

FIELDS OF EXPERTISE

- Civil Design
- Construction Management
- Cost Estimating
- AutoCAD
- Project Management
- Grading & Surveying
- Project Engineering
- Superintendent

SELECTED PROJECT EXPERIENCE

- Civil Designer for McKim & Creed, Fayetteville, NC
- San Antonio – Paul Elizondo clinic \$27,000,000
- San Antonio River Walk Sanitary Sewer Siphon Line, San Antonio, TX
- Project Manager, BRAC Renovations for BAMC
- Project Manager Borgfeldt Rd. \$3,500,000
- Project Manager Woods of Boerne Subdivision \$3,000,000
- Project Manager Vista Point Apartment Complex \$2,000,000

EDUCATION AND CERTIFICATIONS

- LICENSE: PROJECT MANAGEMENT PROFESSIONAL YR. LICENSED: N/A
- YEARS EMPLOYED WITH ASD CONSULTANTS: 1 year
- YEARS EXPERIENCE IN PROPOSED ROLE: 20 Years
- CITY OF RESIDENCE: San Antonio, Texas
- OSHA 30 – Construction Safety
- 2005 – Bachelor of Science, *University of North Carolina at Charlotte*, Charlotte, NC
- Certified Healthcare Safety Professional Certification
- OSHA 30 – Construction

PROFESSIONAL AFFILIATIONS

- American of Civil Engineers (ASCE)
- American Concrete Institute (ACI)
- Project Management Institute (PMI)
- Hispanic Chamber of Commerce
- Black Chamber of Commerce



ROHAN BANDE

PROJECT MANAGER/SUPERINTENDENT/INSPECTOR
ROLE: (ARCHITECTURAL AND CIVIL INSPECTOR)

PROFESSIONAL SUMMARY

Rohan Bande is Project Engineer/Superintendent of ASD Consultants, Inc. He began working for ASD Consultants, Inc. in 2018 as a Project Co-Ordinator & then made his way up to Project Engineer/Superintendent. Rohan has 2 years of professional experience and background in the Project Management Construction Management, Project administration, Project coordination & Project engineering. Rohan Bande has served as the Project Engineer/Superintendent in couple of City of Austin Projects sums up to more than \$1.5M. Rohan has managed construction projects like City of Austin Parks & City of Austin's Rec centers.

FIELDS OF EXPERTISE

- | | |
|-----------------------------------|--------------------------------|
| • Project/Construction Management | • Project Scheduling |
| • Project Engineering | • Cost Estimating |
| • Project Administration | • Safety Coordinator (OSHA 30) |
| • Project Coordinator | • Drafting/BIM |

SELECTED PROJECT EXPERIENCE

- | | |
|---|---|
| • Eilers Neighborhood Park, COA | • Elgin High School, EISD |
| • Dove Springs Recreational Center, COA | • Pecan Springs Elementary School, AISD |
| • Little Stacy Neighborhood Park, COA | • Ricky Guerrero Neighborhood Park, COA |

EDUCATION AND CERTIFICATIONS

- LICENSE: N/A YEARS LICENSED: N/A
- YEARS EMPLOYED WITH ASD CONSULTANTS: 2 year
- YEARS EXPERIENCE IN PROPOSED ROLE: 2 Years
- CITY OF RESIDENCE: San Antonio, Texas
- OSHA 30 – Construction Safety Bachelor's in Civil Engineering, 2015
- Rajiv Gandhi Technical University
- Master's in Construction Management, 2018
- University of Texas at Arlington
- OSHA 30 Hour, Construction
- AutoCAD 2D/3D, 2014
- Revit Architecture, 2014
- StaddPRO, 2014



ALI A. MARZBAN P.E.

PROFESSIONAL ENGINEER

ROLE: (TX DOT AND ROADWAY INSPECTOR)

PROFESSIONAL SUMMARY

Mr. Marzban is an accomplished licensed civil engineer in the state of Texas. He has 27 years of transportation and infrastructure project experience in private & public sectors. He has a full understanding of transportation and its related structures and construction management. Mr. Marzban is familiar with the state's and local agencies' specifications, plans, procedures, and documentation. He has managed project teams and served as liaison between client and contractors and all stakeholders in order to meet or exceed the established budget and scheduling goals.

FIELDS OF EXPERTISE

- Transportation Engineer
- Civil Engineering

SELECTED PROJECT EXPERIENCE

- State of Texas Department of Transportation
- State of California Department of Transportation
- Hill International - California
- Willdan/Par Group - California
- Caltrop Corporation - California
- Bridge Farmer & Associates - Texas

EDUCATION AND CERTIFICATIONS

- LICENSE: PROFESSIONAL ENGINEER YEARS LICENSED: 20
- YEARS EMPLOYED WITH ASD CONSULTANTS: 4 months
- YEARS EXPERIENCE IN PROPOSED ROLE: 34 Years
- CITY OF RESIDENCE: San Antonio, Texas
- OSHA 30 – Construction Safety Bachelor's in Civil Engineering, 2015
- 1998 – M.S. in Civil Engineering – University of Texas, Arlington, Texas
- 1986 – B.S. in Civil Engineering – University of Science & Technology
- Texas Board of Professional Engineers



SALAM KRAIDI

Civil Engineer – CM – Inspector - PMP

ROLE: (ROADWAY, DRAINAGE AND CIVIL INSPECTOR)

PROFESSIONAL SUMMARY

Mr. Kraidi has a broad background in civil engineering, planning, design, and constructions project management. His skills and capabilities include, but are not limited to: design roadway plans, profiles and storm drainage, prepare wastewater pipelines study designs, prepare quality take off and cost calculations, conducting intersection operational and capacity analysis, monitoring and reviewing construction materials lab and field tests, traffic impact analysis, data analysis, safety analysis and preparing summary of results, provides technical development direction for transportation analysis and planning research, managing and inspecting heavy civil construction projects, review contractor's scope, budget and schedules, prepare permitting and presentations to client, record quantities of materials received or used during specific periods, attends design review meetings, and interacts with clients, maintains daily log of construction, inspection activities and monitoring progress reports, prepare site civil design and permitting coordination, provides construction management services for roadway projects, coordinates materials testing personnel, prepares reports for SWPPP inspection and compliance, monitors traffic control and daily operations, daily site visits to meet with engineers and contractors to determine daily and weekly activities.

FIELDS OF EXPERTISE

- Civil Engineer
- Consultant Civil Engineer – CM
- QA Civil Engineer – CM
- Business Development
- Projects Manager

SELECTED PROJECT EXPERIENCE

- Discovery Residential Development – Houston, Texas
- Alta Mesa Holding LP – Houston, Texas
- Ashford Communities – Houston, Texas
- US Army Corps of Engineers

EDUCATION AND CERTIFICATIONS

- LICENSE: **PROJECT MANAGEMENT PROFESSIONAL** YEARS LICENSED: **11 Years**
- YEARS EMPLOYED WITH ASD CONSULTANTS: **3 Months**
- YEARS EXPERIENCE IN PROPOSED ROLE: **18 Years**
- CITY OF RESIDENCE: **Dallas, Texas**
- OSHA 30 – Construction Safety Bachelor's in Civil Engineering, 2002
- 2018 – Associate in Civil 3D – University of Houston, Houston, Texas
- 2011 - Project Management Professional – Houston Community College, Houston, Texas
- 2002 – B.S. in Civil Engineering – University of Babylon, School of Engineering



ALFREDO CERVANTES, P.E., PH.D.

STRUCTURAL ENGINEER

ROLE: (STRUCTURAL AND CONCRETE INSPECTOR)

PROFESSIONAL SUMMARY

Mr. Cervantes has exceptionally good managing experience of structural projects dealing with other disciplines like architectural, civil engineering, and construction managers. Also, incredibly good background on structural engineering software, namely: RISA 3D, RISA Floor, PCASlab, PCAWall, STAAD PRO, RAM STRUCTURAL, ANSYS, ENER CALC, and L-PILE. He is also skilled with CADD software like AutoCAD and MicroStation. Experience with Microsoft Software is good; normally prepare the calculations on spread sheet.

FIELDS OF EXPERTISE

- Structural Engineering
- Civil Engineering

SELECTED PROJECT EXPERIENCE

- Van Tuyl Group – Richardson, Texas
- Duncan Design Group – Dallas, Texas
- CAP Metro – Austin, Texas
- DFW International Airport – Ft. Worth, Texas
- Dallas Independent School District – Dallas, Texas
- Rio Grande Valley State Veterans Cemetery – Mission, TX

EDUCATION AND CERTIFICATIONS

- LICENSE: PROFESSIONAL ENGINEER YEARS LICENSED: 27 Years
- YEARS EMPLOYED WITH ASD CONSULTANTS: 1 Year
- YEARS EXPERIENCE IN PROPOSED ROLE: 30 Years
- CITY OF RESIDENCE: Austin, Texas
- 1990 – Ph.D. Structural Engineering – University of Colorado at Boulder
- 1980 – M.S. Structural Engineering – University of Texas at El Paso
- 1978 – B.S. Civil Engineering – Universidad Autonoma de Ciudad Juarez



ARTHUR F. ELGIN, P. E.

MEP ENGINEER

ROLE: (MECHANICAL, ELECTRICAL, PLUMBING UTILITY INSPECTOR, SURVEYING)

PROFESSIONAL SUMMARY

Mr. Elgin has more than twenty-eight years of facilities design, construction, maintenance and management relative to HVAC (heating, ventilating, and air-conditioning), Electrical and Plumbing systems for educational, healthcare, commercial, institutional, municipal, industrial, manufacturing, and retail facilities. His experience was gained during tenures with medium-to-large A/E firms and includes chilled water, direct-expansion, geothermal, steam and thermal storage HVAC systems utilizing pneumatic and/or electronic controls. He is also a very proficient CAD operator in both "AutoCAD" and "MicroStation" drafting software applications.

FIELDS OF EXPERTISE

- Mechanical (HVAC) Design
- Electrical (Power & Lighting) Design
- Plumbing System Design
- Energy Analyses
- Life Cycle-Cost Benefit Analyses
- Facility Management/Maintenance
- MEP Project Management
- Construction Site Administration/Management
- Engineering Administration

SELECTED PROJECT EXPERIENCE

- University of North Texas – Denton Texas
- Texas Wesleyan University – Ft. Worth, Texas
- DISD – Arcadia Park Elementary School – Dallas, Texas
- Baylor All Saints Hospital – Ft. Worth, Texas
- John Peter Smith Hospital – Ft. Worth, Texas
- Texas Department of Public Safety – Lufkin, Texas
- New Faith Church – Houston, Texas
- City of Ft. Worth – Fire Station #36 – Ft. Worth, Texas
- Forest Hill Church of Christ – Ft. Worth, Texas
- City of San Angelo – San Angelo, Texas
- Integrated Machinery Solutions – Azle, Texas
- Oak Creek Homes – Lancaster, Texas
- API Precision Machining – Cedar Hill, Texas
- Larson Electronics – Kemp, Texas

EDUCATION AND CERTIFICATIONS

- LICENSE: PROFESSIONAL ENGINEER YEARS LICENSED: 20 Years
- YEARS EMPLOYED WITH ASD CONSULTANTS: 1 Year
- YEARS EXPERIENCE IN PROPOSED ROLE: 27 Years
- CITY OF RESIDENCE: Dallas, Texas
- 1991 – B.S., Mechanical Engineering – Prairie View A & M University, Prairie View, Texas
- National Council of Examiners for Engineering & Surveying
- Texas Board of Professional Engineers and Land Surveyors



YAMINI DIVYA JYOTHI BANDA, COST ESTIMATOR

ROLE: (COST ESTIMATOR)

PROFESSIONAL SUMMARY

Ms. Banda is an experienced cost estimator for a General Contractor specializing in commercial construction projects. She is an exceptionally detailed cost estimator with over five years of experience. Her primary role is to grasp the scope of work of each project by reading the associated plans and specifications and provide cost estimates from the input received from architects and engineers. She is proficient at obtaining full knowledge of every component required to submit a bid form. Her goal is to be recognized as the lowest and most competitive bidder and awarded projects throughout the state of Texas. She also specializes in developing and maintaining relations with subcontractors and suppliers. She aggressively follows-up with all bidders to ensure that their bid submission is complete, thorough, and addresses the trade requirements outlined in the bid documents. She also maintains strict adherence to time and budget constraints involved in diverse projects across private and state agencies. She acts as the company's representative to vendors and suppliers, overseeing negotiations, providing cost breakdowns, and scheduling. She carries out quantity take-off and pricing of all trades associated with a project. Her cost estimates range from \$250,000 to \$2.5M.

FIELDS OF EXPERTISE

- Project Cost Estimating
- Construction Contract and Risk Management
- Advanced EPC and Project Development
- Project Management
- RS Means
- Construction Practices
- Advanced Operations and Constructability
- Construction Safety
- LEED

SELECTED PROJECT BIDDING EXPERIENCE

- Cost Estimator, Northwest San Antonio Park, San Antonio
- Cost Estimator, Becker Elementary School- Austin
- Cost estimator Bob Ross Pool Enclosure, San Antonio
- Cost Estimator- Garza Neighborhood park- San Antonio
- **Cost Estimator-Stone Oak Park, San Antonio**
- Cost Estimator- Renovations at Pecan Springs Elementary School- Austin
- Cost Estimator- New field Ops Facility
- Cost Estimator- San Pedro Park, San Antonio
- Cost Estimator-Wilshire Park, San Antonio
- Cost Estimator- Veterans Memorial Park
- Cost estimator- Leander Police Department Sally Port and Site Improvement

EDUCATION AND CERTIFICATIONS

- LICENSE: **CERTIFIED COST ESTIMATOR** YEARS LICENSED: N/A
- YEARS EMPLOYED WITH ASD CONSULTANTS: **5 years**
- YEARS EXPERIENCE IN PROPOSED ROLE: **5Years**
- CITY OF RESIDENCE: **Dallas, Texas**
- Master of Construction Management – Univ of Tennessee at Chattanooga,
- Bachelor of Civil Engineering – Osmania University, 2013.
- OSHA 30 – Construction Safety

TAB #3
PROJECT APPROACH



CITY OF SAN JUAN
REQUEST FOR QUALIFICATIONS RFQ. NO. 21-02-02022 CONSTRUCTABILITY REVIEW

PROJECT APPROACH:

ASD Consultants, Inc. understands that the City is seeking an outside firm to provide qualified technical and professional staff members to provide constructability reviews and value engineering analysis for a variety of projects. It is the City's desire that the services be provided seamlessly. The personnel we provide will be qualified and experience in providing a variety of reviews to assist the City. ASD will provide experience staff in the areas of:

- Architectural finishes and detailing (including roof consulting or waterproofing issues)
- Mechanical Engineering including Commissioning.
- Plumbing
- Electrical
- Structural including structural steel, concrete, concrete reinforcing, steel connections.
- Civil to including grading, paving, detention ponds, roadways.
- Site utilities, infrastructure, and connections to City services
- Environmental issues, environment controls
- City of San Juan design standards and General Conditions of the standard contract.
- Cost analysis of Change Orders and develop of budget as needed.
- Schedule analysis for accuracy and logic
- Review of RFI's, Submittals and shop drawings
- Present and analyze Value Engineering options or evaluate options presented by others.

- 1. A TEAM APPROACH WILL BE USED TO REVIEW ALL PROJECT, WITH MULTIPLE INDIVIDUALS INDEPENDENTLY REVIEWING THE SAME SET OF DOCUMENTS. ALL COMMENTS WILL BE SUBMITTED TO ONE TEAM MEMBER, WHO WILL COMBINED ALL COMMENTS INTO A COMPREHENSIVE REPORT TO SUBMIT TO THE CITY.**
- 2. SINCE ALL SERVICES ARE PROVIDED BY ASD IN HOUSE STAFF ALL SERVICES CAN BE AND WILL BE PROVIDED IN A TIMELY AND WILL MEET ANY OF THE CITY'S DESIRED DELIVER DATE.**
- 3. AGAIN, OUR PERFORMANCE AND THE DELIVERY OF THE SERVICES IS PERFORMED QUICKLY AS ALL WORK IN DONE IN HOUSE BY ASD'S STAFF. THERE IS NO NEED TO CONTACT OR COORDINATE WITH OTHER CONSULTANTS OR HAVE TO WORK WITHIN THERE SCHEDULES.**



TAB #4
PROOF OF INSURABILITY





Marsh & McLennan Agency, LLC
2500 City West Blvd., Suite 2400
Houston, Texas 77042
713-780-6400 Phone
www.marshmma.com

March 10, 2021

City of San Juan
Purchasing Department
709 S. Nebraska Avenue
San Juan, Texas 78589-2649

RE: ASD Consultants, Inc.
RFQ No. 21-02-02-22

To Whom It May Concern,

Our agency has issued the enclosed certificate of insurance on behalf of our client. We want to share with you some important information regarding certificates of insurance.

The Texas Legislature passed and Governor Perry signed Senate Bill 425 to become effective January 1, 2012. After this date it will be illegal for an agent or insurance company to issue evidence of insurance on a certificate form that has not been approved by the Texas Department of Insurance (TDI). It is also illegal for anyone to require an agent or insurance company to use a certificate form that has not been approved by the State.

The law provides some guidance on the content and limitations of certificates, as follows:

- A certificate is not an insurance policy and does not amend, extend, or alter the coverage afforded by the referenced insurance policy.
- A certificate shall not confer to a certificate holder new or additional rights beyond what the policy and endorsements provide.
- A certificate may not contain a reference to a legal or insurance requirement contained in a contract other than the underlying contract of insurance or endorsement to the insurance policy.
- A person may have a legal right to a notice of cancellation, nonrenewal or material change or any similar notice only if (1) the person named within the policy or an endorsement to the policy, and (2) the policy or endorsement, or a state or rule, requires notice to be provided.
- The law confirms that "a certificate of insurance that is executed, issued, or required and that is in violation with this chapter is void and has no effect."

Additional information concerning the new law may be obtained by contacting the TDI (800) 252-3439 or visiting the web site <http://www.tdi.texas.gov/rules/informal1216.html>.

For this reason, we may not be able to provide some of the specific certificate holder requested information which is outside the scope of the approved document. We did check the Texas Department of Insurance's (TDI) website and we don't see this form approved. If that is incorrect, please provide proof where TDI approved and stamped the form requested.

We are willing to explain each of these items and provide policy endorsements or other information subject to our client's approval. We hope you will understand our position and ask that you give us a call if you have any questions or comments.

Sincerely,

Marlaina Berry

Marlaina Berry
Sr. Account Executive

WORLD CLASS LOCAL TOUCH.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/10/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh and McLennan Agency LLC 2500 City West Blvd., Suite 2400 Houston TX 77042	CONTACT NAME: Marlaina Berry
	PHONE (A/C No. Ext): 713-780-6141 FAX (A/C No.):
	E-MAIL ADDRESS: Marlaina.Berry@MarshMMA.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Evanston Insurance Company NAIC # 35378
	INSURER B: RSUI Indemnity Company NAIC # 22314
	INSURER C: Texas Mutual Insurance Company NAIC # 22945
	INSURER D: Travelers Lloyds Insurance Company NAIC # 41262
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 1179173432 **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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Deductible* GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	MKL4V4PBC001663	2/21/2021	2/21/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0	Y	Y	NHA093109	2/21/2021	2/21/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	0001244504	2/21/2021	2/21/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Builders Risk			QT6608072X419	2/21/2021	2/21/2022	Any One Location Deductible** \$1,500,000 See Below

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 as executed written contract between the named insured and the certificate holder that requires such status. The General Liability and Workers' Compensation policies include a blanket waiver of subrogation endorsement that provides this feature only when there is as executed written contract between the named insured and the certificate holder that requires it. The General Liability policy contains a special endorsement with "Primary and Noncontributory" wording. The Excess Liability policy follows form over underlying General Liability, Auto Liability, and Employer's Liability. Blanket 30 days notice of cancellation applies, except 10 days for non-payment of premium.

*General Liability Deductible: \$5,000 Per Occurrence; \$20,000 Per Occurrence for Uninsured/Underinsured Subcontractor's

**Builder's Risk Deductible: \$2,500 EXCEPT \$25,000 for Earth Movement (Coverage Only Applies in Zones Entirely Outside a High or Moderate County or See Attached...

CERTIFICATE HOLDER City of San Juan 709 S. Nebraska San Juan, TX 78589	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 Brett Herrington
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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Marsh and McLennan Agency LLC		NAMED INSURED ASD Consultants Inc. 8120 I-35N Austin TX 78753
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Moderate Hazard Independent City) and \$25,000 for Flood (Coverage Only Applies in Zone C or X 9Unshaded). Builder's Risk Earth Movement and Flood Coverage limit is \$1,000,000.
Re: RFQ #21-02-02-22.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/24/2020

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).

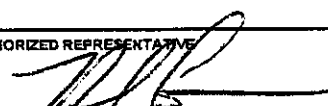
	PRODUCER	Ryan Connor State Farm Agency 10713 FM 620 N, Suite 422 Austin, TX 78726	CONTACT NAME: Ryan Connor PHONE (A/C No. Ext): 512-335-9992 FAX (A/C No.): E-MAIL: Ryan@RyanConnor.com ADDRESS: Ryan@RyanConnor.com
	INSURED	ASD CONSULTANTS INCORPORATED PO BOX 180052 AUSTIN TX 78718-0052	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ ALL OWNED AUTOS ☒ HIRED AUTOS ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	Y Y	141 3967-E20-53 047 3231-C26-53 302 3845-A04-53	05/20/2020 03/26/2020 01/04/2020	05/20/2021 03/26/2021 01/04/2021	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER SAMPLE	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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TAB #5
GOOD FAITH EFFORT





EXHIBIT "A"
**GOOD FAITH EFFORT PLAN FOR
PROFESSIONAL AND OTHER CONSULTING SERVICES
SUB-CONTRACTS**
(Pages 17 - 20)

FOR

RFQ NO. 21-02-02-22 2ND Amended – Constructability Review Services

SECTION A - PROPOSER INFORMATION:

Name of Firm: ASD Consultants, INC

Address: 8120 North IH 35

City: Austin State: TX Zip: 78753

Contact Person: Curtis Brown Telephone: 512-470-4239

Email Address: Curtis2A1A@gmail.com Fax: 512-836-3802

Is your firm Certified: Yes ☒ No: ☐ If certified, Certification Number: ASD 7048240

Type of Certification: ☒ SBE ☐ WBE ☒ MBE

Prime's Percent Participation on this Project 10% %

1. List ALL SUBCONTRACTORS/SUPPLIERS that will be utilized on this project/contract.

Name & Address of Company	Scope of Work/Supplies to be Performed/Provided by Firm	% Level of Participation on this Project	If Firm is Certified, Provide Certification Number and attach copy of Certification Affidavit
1.	<u>All work will be performed By ASD Consultants, INC</u> <u>a Certified MBE, SBE & HUB Firm</u>		
2.			
3.			
4.			

SECTION B. – SMWB COMMITMENTS

The SMWB goal on this project is 25 %

1. The undersigned proposer has satisfied the requirements provided in the Divider #5 specification section (on page 13 of 22) of this document in the following manner (please check the appropriate space):

Yes The proposer is committed to a minimum of 25% SMWB utilization on this contract.

_____ The proposer, (if unable to meet the SMWB goal of 25%), is committed to a minimum of _____% SMWB utilization on this contract. *(If contractor/consultant is unable to meet the goal, please fill out Section C and submit documentation demonstrating good faith efforts).*

2. Name and phone number of person appointed to coordinate and administer the SMWB requirements on this project.

Name:

Curtis Brown

Title:

President

Phone Number:

512-470-4239

IF THE SMWB GOAL WAS MET, PROCEED TO AFFIRMATION AND SIGN THE GFEP. IF GOAL WAS NOT MET, PROCEED TO SECTION C.

SECTION C – GOOD FAITH EFFORTS (Fill out only if the SMWB goal was not achieved).

1. List all firms you contacted with subcontracting/supply opportunities for this project that will not be utilized for the contract by choice of the proposer, subcontractor, or supplier. Written notices to firms contacted by the proposer for specific scopes of work identified for subcontracting/supply opportunities must be provided to subcontractor/supplier not less than five (5) business days prior to bid/proposal due date. The following information is required for all firms that were contacted for subcontracting/supply opportunities.

Name & Address of Company	Scope of Work/Supplies to be Performed/Provided by Firm	Is Firm SMWB Certified?	Date Written Notice was Sent & Method (Fax, Letter, E-Mail, etc.)	Reason Agreement was not reached?
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

(Use additional sheets as needed)

In order to verify a proposer's good faith efforts, please provide to the City of San Juan copies of the written notices to all firms contacted by the proposer for specific scopes of work identified in relation to the subcontracting/supply opportunities in the above-named project. Copies of said notices must be provided to the SMWB Program Manager within five (5) business days after the response is due. Such notices shall include information on the plans, specifications, and scope of work.

2. Did you attend the pre-proposal conference scheduled for this project? Yes ☐ No ☒
3. List all SMWB listings or directories, contractor associations, and/or any other associations utilized to solicit SMWB Subcontractors/suppliers.

N/A

4. Discuss efforts made to define additional elements of the work proposed to be performed by SMWBs in order to increase the likelihood of achieving the goal:

5. Indicate advertisement mediums used for soliciting bids from SMWBs. (Please attach a copy of the advertisement(s):

AFFIRMATION

I hereby affirm that the above information is true and complete to the best of my knowledge. I further understand and agree that, this document shall be attached thereto and become a binding part of the contract.

Name and Title of Authorized Official:

Name: CURTIS BROWN

Title: President

Signature:  Date: 3/10/2021

NOTE:

This Good Faith Effort Plan is reviewed by City of San Juan. For questions and/or clarifications, please contact Rene J. Jaime, Purchasing Agent by email at RJ Jaime@sjtx.us. (All emails shall have the RFQ No. 21-02-02-22 Constructability Review Services in the Subject Line). If the SMWB goal was not met, the City of San Juan will evaluate the "good faith efforts" of the respondent.

TAB #6
MANAGEMENT AND ORGANIZATIONAL APPROACH



MANAGEMENT APPROACH AND TEAM ORGANIZATION

ASD will utilize its inhouse qualified staff to provide the required services seamlessly as a representative of the City of San Juan. ASD will implement its plan review strategy to provide a clear definition of the project's adherence to the design intend and applicable codes. **All services will be handled with ASD's staff, we have no sub-consultants. ASD utilizes a management software call "REDTEAM" or "PROCORE" or PRIMAVERA to document the entire project's communication and project related paperwork.** Our management approach is as follows:

1. Curtis Brown, AIA, NCARB, the Project's Principal and Authorities Coordinator, will meet with the City Staff to determine the project's scope and services needed.
 - Curtis will negotiate the proposed fee and allocate the appropriate personnel.
 - Assign the task to Darien Brown, the Quality Assurance Coordinator.
 - Curtis will submit to the City a document entitled "**Plan for Achieving Quality for City of San Juan Projects**". This document will clearly document and outline ASD's complete plan to ensure Quality of the Projects we service for the City. This document will outline.
 - i. Responsibilities of our team, Procedures to be followed, Report's format and sample forms to be used.
 - ii. Value Engineering program
2. Darien Brown will sit with Curtis and discuss the projects scope of work.
 - Meet with the City's staff to identify what staff is needed and at what stages.
 - Define what deliverables are needed and expected by the City's staff and when.
 - Darien will assign the appropriate ASD staff members for the assignment.
 - Provide the City staff member with a project directory of the staff assigned.
3. ASD's staff members will provide ALL reports to Darien for review before distribution.
4. **Staff is accustomed to working together as a cohesive team.**

RESPONDENT'S QUALITY CONTROL/QUALITY ASSURANCE PROCESS, APPROACH AND CAPABILITIES TO MAINTAIN QUALITY CONTROL OF ALL DOCUMENTS AND CONSTRUCTION

1. ASD will follow the process outlined in its Quality Control Plan. This plan will address:
 - The description of our organization
 - Personnel assigned and their qualifications/roles and reporting.
2. ASD will utilize the "Three Phase Control System", utilized by the Federal Government.
 - Preparatory Phase review and consultation
 - Initial Phase review
 - Follow-up reviews while work is progressing.
3. Deficiency Procedures will be identified.
 - Deficiency reports issued, with corrective actions outlined.
 - Follow up reviews to review corrective work.
 - Identification and verification of corrective work/actions

SINCE ALL SERVICES WILL BE PERFORMED WITH ASD'S OWN STAFF, SERVICES CAN BE PERFORMED IN A SHORT AS 24-48 HOURS, DEPENDING UPON THE COMPLEXITY OF THE PROJECT OR ESTIMATE ANALYSIS.



CITY OF SAN JUAN
REQUEST FOR QUALIFICATIONS RFQ. NO. 21-02-02022 CONSTRUCTABILITY REVIEW

ASD WILL NOT BE UTILIZING AND SUBCONTRACTORS. ASD WILL PERFORM ALL THE SERVICES WITHIN HOUSE STAFF.

ASD's will do the following to manage the quality the work performed by ASD's Team.

- Have regular staff training on the processes to be used and that are working.
- Ensure team members thoroughly review their assigned projects.

ASD utilizes a management software call "REDTEAM" or "PROCORE" or PRIMAVERA to document the entire project's communication and project related paperwork.

- Information will be provided timely; projects will be reviewed timely, and clarifications will be issued timely.
- ASD will work and implement management procedures to build and maintain a team concept during the entire project.

LOCAL AREA CONSTRUCTION COSTS AND PRACTICES

Since ASD Consultants, Inc. performs as a General Contractor and bids work throughout Texas. ASD is thoroughly familiar with construction cost in the Austin and San Antonio and Texas area. ASD also provides cost estimating services other design firms, and Owners. ASD has provided cost estimates to numerous consultants working on projects for the City of San Antonio and City of Austin, we are thoroughly familiar with the construction practices and cost related issues in the Texas. ASD has an extensive data base of historical cost for this area and ASD utilizes "MEANS" cost estimating system, which is the state of the art in computerized cost estimating and is utilized by all the major construction firms. ASD's estimators are certified and are experienced.

LOCAL SITE DEVELOPMENT and/or BUILDING PERMIT REQUIREMENTS

ASD Consultants, Inc. was established by Curtis Brown, AIA. Curtis was an Architect and Project Manager for the Public Works Department of the City of Austin for 14 years.

He is thoroughly familiar with the culture of City Governments, their way of life and their project development policies. Curtis has also been involved in projects in Central Texas for the last 20 years and is also familiar with the permitting and inspection process..

ASD Consultants, Inc. has been involved in construction projects since its inception in 1994. ASD has been involved in the development process, environmental permitting process, inspection process, sustainability program and most recently the LEEDS program.

ASD has been involved and managed over 40 projects from their inception to their design, permitting and construction. ASD is familiar with the site development permitting requirements and the unique requirement for impervious cover, site filtration, detention, landscaping, and parking requirements for development. ASD Consultants, Inc. is thoroughly familiar with the LEEDS requirements and is currently involved in several projects that are being constructed with that program.

DESIGN GUIDELINES

ASD Consultants, Inc. was established in 1994 as a multi-disciplinary firm: offering Architectural Design, MEP Engineering, Structural Engineering, Project Management, Construction Management, Cost Estimating, & Construction Inspection services. Having completed over 500 individual projects with a total construction amount of approximately \$1,000,000,000, our firm continues to be one of only a few full-service companies, which is entirely specialized in its fields of expertise. Our staff is thoroughly experienced in



CITY OF SAN JUAN
REQUEST FOR QUALIFICATIONS RFQ. NO. 21-02-02022 CONSTRUCTABILITY REVIEW

Project Management, Construction Management, Quality Control, Detailed Computerized Cost Estimating, Construction Inspection and Architectural Consulting. ASD recognizes the challenges of providing Project Management and cost control services on Institutional Projects. ASD Believes strongly providing project management/construction management/inspections to ensure quality project.

TAB #7

SIGNED AND COMPLETED ORIGINAL OF RFQ PACKET NO 21-02-02-22

ASD Consultants, Inc. disclose that we are not involved in any civil or criminal litigation or investigation.

5. The COSJ GFEP will be used for scoring purposes based upon SMWB participation. However, all subcontractors and/or suppliers, whether SMWB-certified or not, must be listed in the GFEP for the information provided in the GFEP will be utilized in the development of the final contract/agreement. The GFEP format is attached as Exhibit "A." This form is required and considered part of the response to the RFP/RFQ. Should the Good Faith Effort Plan not be submitted, the proposal may be considered non-responsive.

● **Divider #6: Management and Organizational Approach**

1. A completed Conflict of Interest Questionnaire: Appendix A – CIQ Form pg. 1 of 2
2. A completed Form 1295 Certificate of Interested Parties

● **Divider #7: Signed and completed original of RFQ Packet No. 21-02-02-22**

Firm is responsible for registering by email for notice of addendums.

Firm agrees that the City will not be responsible for any errors, omissions, inaccuracies, or incomplete statements in this RFQ. Firm accepts all terms of the RFQ submittal process by signing this letter of interest and making the RFQ submittal.

This RFQ shall be governed by and construed in all respects according to the laws of the State of Texas.

Firm's Name: ASD Consultants, Inc

Authorized Signature: 

Print Name: CURTIS BROWN

Title: President

Date: 3/10/21

Telephone: 512-470-4239

E-Mail: CURTIS2AIA@gmail.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 entity3/10/20
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.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

ASD Consultants Inc
Austin, TX United States

Certificate Number:
2021-721227

Date Filed:
02/26/2021

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of San Juan

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.

7568.007
Construction

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 Curtis Brown, and my date of birth is 3/1/1957.

My address is 18514 Monet Pointe Drive, Jonestown, TX, 78645, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Travis County, State of Texas, on the 26th day of February, 20 21.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

Addendum No. 1

February 22, 2021 at 9:00 AM
Constructability Review Services
RFQ No. 21-02-02-22

Please note changes as follows:

1st Amended on February 22, 2021 at 9:00 AM

~~The bid opening date has been changed to Monday, March 1, 2021 at 10:00 AM~~

~~Submissions are to be received on or before March 1, 2021 at 10:00 AM.~~

I acknowledge receipt of Addendum No. 1 dated February 22, 2021 for RFQ 21-02-02-22 Constructability Review Services.

By:



Signature

Print Name & Title:

Curtis Brown, President

Firm / Company Name:

ASD Consultants, Inc

Date:

3/10/2021

Email completed copies of all addendum acknowledgement pages to RJaime@sjtx.us no later than 10:00 AM on February 25, 2021 at 10:00 AM.

Addendum No. 2

February 26, 2021 at 2:00 PM
Constructability Review Services
RFQ No. 21-02-02-22

Please note changes as follows:

2nd Amended on February 26, 2021 at 3:00 PM

- * The bid opening date has been changed to Monday, March 11, 2021 at 10:00 AM
- * Submissions are to be received on or before March 11, 2021 at 10:00 AM.
- * Exhibit "A" Good Faith Effort Plan for Professional and other Consulting Services Sub-Contracts has been added for submission. *(Found on page 13 of 22)*
- * How to submit references has been clarified in the Divider #1 section found on page 12 of 17.
- * Questions and/or requests for RFQ clarifications must be submitted in writing and received by Friday, March 5, 2021 at 10:00 AM.

I acknowledge receipt of Addendum No. 2 dated February 26, 2021 for RFQ 21-02-02-22 Constructability Review Services.

By:



Signature

Print Name & Title:

Curtis Brown, President

Firm / Company Name:

ASD Consultants, Inc

Date:

3/10/21

Email completed copies of all addendum acknowledgement pages to RJ Jaime@sjtx.us no later than Friday, 10:00 AM on Friday, March 5, 2021 at 10:00 AM.



INFRASTRUCTURE

ORIGINAL

Statement of Qualifications:
**CONSTRUCTABILITY
 REVIEW SERVICES**

City of San Juan
 March 11, 2021
 RFQ No. 21-02-02-22





S&B INFRASTRUCTURE

956.926.5000

5408 N. 10th St.

McAllen, TX 78504

dorios@sbinfra.com

March 11, 2021

Mr. Rene J. Jaime
Purchasing Agent
City of San Juan
709 S. Nebraska Ave.
San Juan, Texas 78589-2649

RE: RFQ- No. 21-02-02-22 Professional Engineering Services for Constructability Review Services

Dear Evaluation Committee Members:

S&B Infrastructure, Ltd. (S&B) is pleased to submit our Statement of Qualifications for Constructability Review Services for the City of San Juan. We have put together a team that understands the work to be performed. S&B is teaming with [Millennium Engineering Group \(MEG\)](#). We understand the services required include: **1.** Review Capital Improvement Program (CIP), **2.** Constructability Review, **3.** Construction Estimate Review, **4.** Change Order Review.

In short, and with regards to the criteria outlined in your request for qualifications, S&B offers the following:

- S&B has demonstrated client satisfaction based upon the following:
 - High Quality, on-time deliverables
 - 27 years of Design and Construction in Hidalgo County and the surrounding areas
 - An industry leading safety record
- S&B's Project Team has previously worked well together and has the capability to **immediately** begin / perform services for the City of San Juan.
- S&B's Project Team is comprised of **local and regional staff** who are extremely knowledgeable and familiar with obtaining infrastructure grants, developing CIP, managing projects, design, bidding, construction, project close out.

S&B is proud to introduce your **Project Manager, Humberto Guerrero, PE** and **Key Staff** members, Deputy PM **Jose Constante**; CIP Lead **David Speicher, PE, ENV SP**; Constructability Review Lead **Jose Gaytan, PE**; Construction Estimate Review Lead **Daniel Garces, PE**; Change Order Review, **Michael Riojas, PE**; Geotechnical/Structural/Testing Review Lead **Andres Palma, PE**.

Thank you for the opportunity to present this information. S&B is committed to providing outstanding Constructability Review Services for the City of San Juan. Should you require any additional information, please contact me directly at 956-568-2561.

Sincerely,

Daniel O. Rios, PE
President



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Divider 6

Management and Organizational Approach

Divider 7

Signed and Completed Original of RFQ Packet No. 21-02-02-22



INFRASTRUCTURE

DIVIDER 1

STATEMENT OF PROJECT TEAM'S
DEMONSTRATED COMPETENCE
AND
EXPERIENCE OF THE PROJECT



EXECUTIVE SUMMARY

Since 1967, S&B Engineers and Constructors, Ltd., has built a long list of outstanding achievements, and is considered one of the largest privately-owned engineering, procurement, and consulting firm in the State of Texas. In 1994, as demand for engineering services increased, the firm responded by creating S&B Infrastructure, Ltd. (S&B), dedicated wholly to serving the needs of public and private sector clients.

S&B has been in business for 27 years and has provided planning, multi-discipline engineering design, construction, and construction phase services to the following market sectors: Transportation, Federal, Public Works, and Construction. With the corporate headquarters based in Houston, TX, S&B has a local presence that expands across Texas, including San Antonio, McAllen, Laredo, Austin, El Paso, and Fort Worth.

S&B has pulled together a team of multifaceted, qualified professionals that are proficient in Constructability Review for the City of San Juan. The team comprises Professional Engineers, Engineers-in-Training, Former TxDOT Transportation Engineers, Senior Project Managers, Production Managers, Design Technicians, and Envision Sustainability Professionals. Our team has experience in highway design and can provide oversight on roadway and bridge construction projects.

For our Engineering Consultant Clients, we strive to offer a wide range of services including but not limited to:

- Survey
- Platting
- Drainage Design & Studies
- Roadway/ Bridge Design
- Civil Site Design
- Plan Review
- Congestion/ Capacity Studies
- Asset Management
- Construction Management & Inspection
- Funding Assistance
- Capital Improvement
- Design and Construction Review
- Development Review
- Ordinance Writing
- Land Use Plans & Zoning
- Sequence of Work
- Value Engineering
- Construction Schedule
- Modeling & Master Plans for Water/ Wastewater
- Mobility Throughfare Planning & Other Local Government Needs.
- Plans, Specifications, & Estimates (PS&E)

S&B provides engineering consulting services for numerous clients including:

Bexar County	TxDOT	Cameron County	Fort Bend County	Harris County	Hidalgo County	Willacy County
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Our S&B Team is partnering with Millennium Engineers Group (MEG). MEG is a minority owned and operated business certified as:

- Historically Under-utilized Business (HUB)
- Small Business Enterprise (SBE)
- Minority Business Enterprise (MBE)
- Emerging Small Business Enterprise (ESBE)
- Disadvantaged Business Enterprise (DBE)



MEG provides complete geotechnical engineering and consulting services, construction material engineering and testing, forensic testing, and consulting services to its client base of government and municipal agencies, educational institutions, architects, engineers, real estate developers, constructors, and private sector clients.

MEG was founded in the Rio Grande Valley in 2001, by Mr. Raul Palma, PE on the principles of honesty, integrity, and service. The goal to provide innovative geotechnical and material testing services, continue to raise the level of quality in the local profession, and make a difference in the community. Today, MEG provides a full range of integrated geotechnical engineering and consulting services, construction material engineering and consulting services, construction material engineering and testing, forensic testing and consulting services. Their philosophy and practices have been positively reflected in both client and employee loyalty and contribute to a steady growth in a diversity of projects.



S&B's Team has been successful on previous projects in Harris, Bexar, and Hidalgo counties as well as in Pearsall and Cotulla Texas. A complete description of projects completed in those locations will be presented in the next page.

We have assembled an experienced Team of professionals with decades of combined experience and qualified in providing outstanding constructability review services for the City of San Juan, who are available to start immediately. Their comprehensive knowledge of the City and surrounding areas offers valuable insight and understanding into possible challenges associated with the scope of services. A more detail Team description can be found in Divider 3.

"Let's Never Do Anything We'd Be Ashamed Of"



INFRASTRUCTURE

Project Profile

Client

Harris County Toll Road Authority
Matt Kainer, PE
7701 Wilshire Place Drive,
Houston, TX 77040
713-587-7835

Fee

\$7,710,000.00

Actual Start / Finish Dates for Construction

Start: May 2018
End: Ongoing

Construction Cost

\$567,911,750.40

S&B Project Manager

Jose Gaytan Jr., PE

Key Staff

Senior Inspector, Freddrick Lillie
Inspector, Peter Antwi

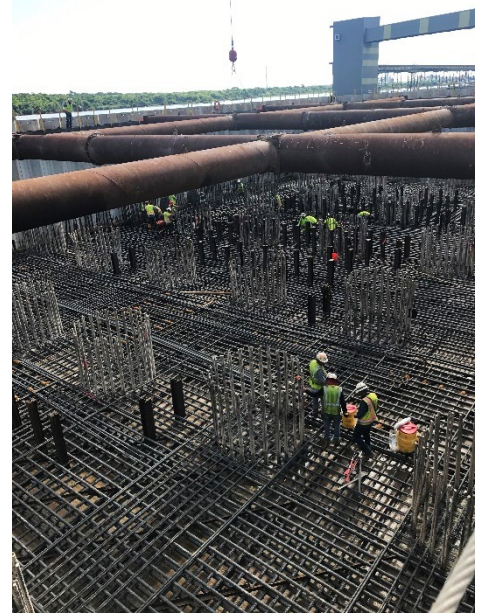
Firm Responsibilities

Provide Construction Engineering and Inspection Services in support of the Construction of the East Sam Houston Tollway from Interstate 10 (East) to SH-225, the Ship Channel Bridge Program, including the Construction of Twin Bridges over the Houston Ship Channel — Precinct 2

HCTRA Ship Channel Bridge

Harris County, Texas

S&B Infrastructure, Ltd. (S&B), provided Construction Engineering and Inspection Services in support of the Construction of the East Sam Houston Tollway Ship Channel Bridge. S&B's assignment included inspection of the Main Span South Tower and Spans 1 and 2. The work included inspecting and documenting the placing of a sheet piling coffer dam, 96" drilled shafts 238 feet in depth, and the construction of the south main piers. S&B's inspection team was led by Project Manager/Resident Engineer Jose Gaytan Jr., PE. The work required constant coordination with the Senior Resident Engineer and three other Resident Engineers; 7:00 AM meetings were held daily to discuss issues, upcoming work, and staffing. To date, the South Tower sheet piling, 48" and 96" drilled shafts, three main span footings, and up to Lift 6 of the Southbound Pylon have been completed.





Project Profile

Client

New Age General Contractors, Inc
Chris Gonzalez
President & CEO
New Braunfels: 830-560-9077
Austin: 512-649-9530
chris@newagegcs.com

Fee

\$87,000

Actual Start / Finish Dates for Construction

Start: December 2019
End: August 2020

Construction Cost

\$1,550,000

S&B Project Manager

Michael Riojas, PE

Key Staff

Bridge Construction Management
and Inspection,
Jose Gaytan Jr., P.E.

Firm Responsibilities

- Provide Construction Engineering and Inspection Services in support of the rehabilitation of 4 bridges.
- Provided Constructability Review, Inspection Services, Shop Drawing review and reports.

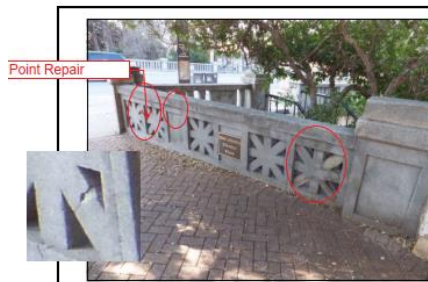
San Antonio Bridge Rehabilitation Project

Bexar County, Texas

S&B Infrastructure, Ltd. (S&B), provided Construction Engineering and Inspection Services in support of the rehabilitation of (4) bridges in San Antonio. Our assignments included providing constructability review, redesign, shop drawing review, material review, and inspection. Our team coordinated with the City and Contractor to help keep the project on task and on time. We attended several meetings including pre-construction, bi-weekly and additional meetings when called for by the City.



Market Street Point Repairs



Problem

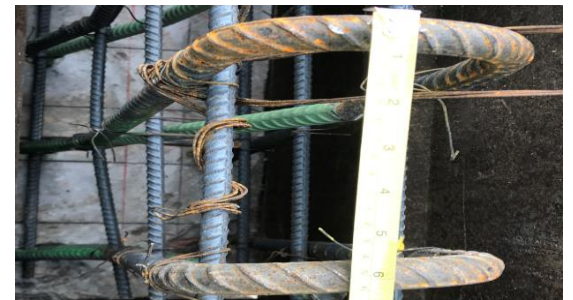
The approximately 13.33' existing custom pedestrian railing has minor cracks and intermediate spalls looking southwest.

Resolution

Surface wash the existing custom pedestrian rail (approximately 13.33') and clean the interior of the cracks using either compressed air or a vacuum systems to remove all loose materials entrapped in the cracks. Then repair cracks by using a pressure-injected epoxy in accordance with the TxDOT Concrete Repair Manual and TxDOT specification Item 780. To repair the intermediate spalls of this rail, use a Type C Vertical or Overhead Repair Material meeting the requirement of DMS 4655, "Concrete Repair Materials". For sealing the minor horizontal cracks at the outer concrete surface, apply a preapproved Type VIII or Type X epoxy that meets the requirements of DMS 6100, "Epoxyes and Adhesives". The repair materials shall be blended, as near as possible, to the color of the stonework.

Evans Road Rail Replacement

Inspection on the Evans Rd Bridge found the Contractor spaced the reinforcement at 12-inch center to center; S&B corrected the spacing to 6-inch center to center.



Roland Street Bridge

Rail did not fit field conditions as designed. PM Michael Riojas worked with S&B staff and the City to redesign and retrofit the proper bridge rail system on the bridge.





INFRASTRUCTURE

Project Profile

Client

Hidalgo County Drainage District
No. 1 (HCDD1)
Pharr, Texas
Raul E. Sesin, PE
General Manager
(956) 292-7080
Raul.sesin@hcdd1.org

Actual Start / Finish Dates for Construction

Start: October 2017
End: March 2020

Construction Cost

\$858,836.00

S&B Project Manager

Hector J. Lopez, P.E.

Key Staff

Project Engineer, Humberto
Guerrero Jr., PE
Inspector, Jose R. Guajardo, PE

Firm Responsibilities

Provide Construction
Management and Inspection
Services in support of the
Construction of the Pharr –
McAllen South Drain Outfall

Pharr – McAllen South Drain Outfall

Hidalgo County, Texas

S&B Infrastructure, Ltd. (S&B), provided Construction Management and Inspection Services in support of the Construction of the Pharr-McAllen South Drain Project. The project in Pharr, Texas improved the outfall capacity to the IBWC floodway from the Pharr-McAllen South Drain ditch which belongs to the Hidalgo County Drainage District No. 1 (HCDD1). The improvements were to install two 10' x 6' reinforced concrete boxes to alleviate flooding in the served areas when the levee flood gates are open. A bypass piping system was incorporated that would connect up to two pumps, one with a 18" and the other with a 16" suction and discharge connections in case IBWC considers closing the flood gates. S&B's assignment included reviewing submittals and inspecting the placement of precast culvert boxes, retaining wall, riprap, piping system and earthwork operations. S&B inspected the rebar on all concrete structures, supervised the concrete pours and ensured all concrete met temperature, slump, and mix design requirements. Earthwork operations included supervising the lab technicians performing the nuclear gauge density tests to ensure the levee was built per specifications. S&B also inspected SW3P and traffic control daily, reviewed and approved monthly construction schedules, managed construction budget, and approved payments and change orders. Weekly meetings were held to discuss issues, upcoming work, and staffing. In June 2018 the outfall was tested by mother nature while construction was 60 percent complete. The test proved the design's intended use after an approximate of 19-in of rainfall in 24 hrs.





INFRASTRUCTURE

Project Profile

Client

Frio County
Roxana Garcia
Frio County Engineer
(830) 334-0085
roxana.garcia@friocounty.org

Fee

\$15,000

Actual Start / Finish Dates for Construction

Start: August 2020
End: August 2020

Construction Cost

Under design

S&B Project Manager

Michael Riojas, PE

Key Staff

Senior Inspector, Ray Allen

Firm Responsibilities

Inspection of mechanical, electrical, plumbing, Roofs, siding, gutters, and structural

Frio County Building Inspection

Pearsall, Texas

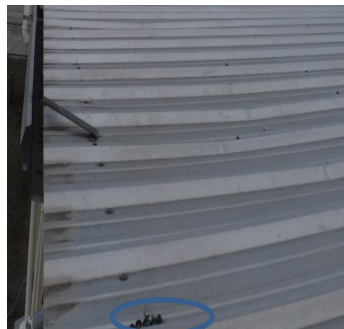
S&B Infrastructure, Ltd. (S&B), provided facility inspection for several buildings to assist in assuring design plans meet the needs of they county.

The Project Manager and Senior Inspector reviewed design plans by others (in some cases) and inspected the facilities to ensure no change orders would be needed during construction and all deficient items were identified prior to construction bidding.

Roof Ridge Cap Inspection



Notice the pile of rivets which are now not supporting the roof as expected.



Top of roof



Inside of roof



Airconditioning



INFRASTRUCTURE

Project Profile

Client

Texas Department of
Transportation (TxDOT)
Laredo District
2001 N 1st St, Carrizo Springs, Texas

Contact Name

Rogelio Benavides, PE
Rogelio.benavides@txdot.gov
W (830) 876-2535
C (830) 255-0660

Fee

\$1,432,415.60

Actual Start / Finish Dates for Construction

Start: May 2018
End: Ongoing

Construction Cost

\$11,902,951.37

S&B Project Manager

Jose Gaytan Jr., P.E.

Key Staff

Chief Inspector, Raymond Allen
Inspector, Michael Vela
Inspector, Hector Cantu

Firm Responsibilities

Provided Construction Engineering
and Inspection Services in support
of the construction and
rehabilitation of the existing IH 35
frontage roads

IH 35 Frontage Rd Reconstruction

Cotulla, Texas

S&B Infrastructure, Ltd. (S&B), provided Construction Engineering and Inspection Services in support of the construction and rehabilitation of the existing IH 35 frontage roads. The work consisted of base, seal coat, superpave hot mix, concrete pavement intersections, culvert extensions, metal beam guard fence, signing, pavement markings, and illumination. The work included working in and adjacent to the Union Pacific Railroad Right of Way and required extensive coordination with an adjacent project due to limitations on interchange closures. S&B personnel coordinated utility conflicts and adjustment during construction to avoid damages to the contractor and client.





INFRASTRUCTURE

DIVIDER 2

PROJECT TEAM AND RESUMES



ORGANIZATIONAL CHART



**EDUCATION**

BS, 1988, Civil Engineering, Texas A&I University

REGISTRATION

Registered Professional Engineer: State of Texas No. 79330, 1994

TxDOT Pre-Certification ESN: 3057

TxDOT Pre-Certification Codes : 1.4.1; 1.5.1; 2.4.3, 2.12.1; 2.14.1; 3.1.1; 3.2.1; 3.3.1; 3.4.1; 3.5.1; 3.6.1; 4.1.1; 4.2.1; 4.3.1; 4.4.1; 6.1.1; 6.2.1; 7.1.1; 8.1.1; 9.1.1; 10.1.1; 10.2.1; 10.3.1; 10.5.1; 11.1.1; 12.1.1; 13.1.1 ; 15.1.1; 15.2.1

EXPERIENCE

Mr. Rios has 32 years of experience in all facets of planning, design and construction management. He has served as Principal-in-Charge for millions of dollars of infrastructure projects and has extensive experience in managing projects involving roadway and drainage design, environmental assessments and permitting, public involvement, traffic control for construction projects, utility relocation projects, ROW mapping and property acquisition, stormwater pollution prevention plans, and NPDES permitting. He has coordinated with various municipal agencies and private utility companies, as well as state and federal agencies. He currently serves as President for S&B Infrastructure, Ltd. (S&B) and ensures that all documents produced are consistent with the outstanding quality level for which S&B is known. Mr. Rios has the authority to allocate resources and assign staff for projects with accelerated schedules or require extra manpower effort. Mr. Rios spent 10 years with TxDOT Corpus Christi where he attained the position of District Design Engineer. He is well versed in the TxDOT Roadway Design Manual, Standard Specifications, Special Provisions and PS&E supporting documents. He has coordinated with various municipal agencies, private utility companies, and State and Federal agencies.

LaSalle County On-Call Engineering Services, LaSalle County, Cotulla, Texas – Served as Project Manager for this on-call contract. Tasks included general project management, advance planning and assessment for Capital Road and Bridge Improvement Program (roads and drainage), final design, and PS&E, construction management and support, and development regulations.

Hurricane Dolly Assessment, Hidalgo County Drainage District 1, Hidalgo County, Texas – As Project Principal was responsible to ensure that visual assessments were conducted of the drainage infrastructure of the Hidalgo County Drainage District #1 MDS east of the City of Edinburg for the North Main Drain, South Main Drain, and the Main Floodwater Channel. The assessments were needed to determine if any damage was sustained to the drainage infrastructure due to the hurricane. The request specifically asked to concentrate on major weirs and any other damage that may have weakened or compromised their integrity of the MDS. S & B was also directed to develop an estimate for rehabilitation or reconstruction, if warranted.

Hidalgo County Storm Water Management Plan, Hidalgo County Drainage District 1, Hidalgo County, Texas – As Project Principal assisted Hidalgo County Drainage District No. 1 in the development and implementation of a Storm Water Management Plan (SWMP) in anticipation of administration by the Texas Commission on Environmental Quality (TCEQ) of TPDES storm water permits for municipal separate storm sewer systems (MS4s) under the final TCEQ General Permit. (Hidalgo County was nationally designated as a MS4 in Appendix 6 in the Final Rules and Regulations for Municipal Separate Storm Sewer Systems in the Federal Register, Vol. 64, No. 235 Wednesday, December 8, 1999.) The tasks involved in the development of the SWMP included: Assessment of Actions / Opportunities to Meet Regulatory Requirements, Public Involvement, Identification of Best Management Practices and Development of Draft and Final SWMP.

International Boundary and Water Commission (IBWC) Upper Rio Grande Canalization Project, El Paso, Texas (121 Miles) – As Project Principal was responsible to ensure production of alternative two-dimensional models for the Upper Rio Grande. The results of the two-dimensional flood wave simulation (FLO-2D) were utilized to locate levee breaches. An economic analysis was performed with the development of a stage/depth/damage flood relationship using HEC-FDA and FLO-2D. Property land values and values of property improvements were obtained from the appraisal district. Using two-dimensional flood wave routing simulations, alternatives were developed for repair and or redesign and construction of the east and west levees along the Rio Grande as well as channel dredging. Alternatives developed included the design and construction of floodwalls, elevating the existing levee profiles, flood gates, temporary flood gates, channel dredging and rail relocation.

**EDUCATION**

BS, 2006, Civil Engineering, Texas A&M-Kingsville, Texas
BS, 2004, Mechanical Engineering, University of Texas–Pan American

CERTIFICATION

Professional Engineer: Texas No. 126587

EXPERIENCE

Mr. Guerrero has 15 years of experience. His experience includes roadway design such as alignments, storm drainage systems using different software, illumination, preparation of plans, specifications and estimates (PS&E). While attending school, Mr. Guerrero worked with the Environmental Department under a program funded by the National Science Foundation (NSF) assisting a PhD candidate with research for her dissertation. The research included how to reduce the emission of mercury from the power plants that use coal. The research goal was to arrive at a method of performing this task in a cost-effective manner. Mr. Guerrero also worked as a CAD Operator for a land surveying firm. He was responsible for preparing surveying plats of the portion of land surveyed. His school projects included: design of a 0-10 gallons per minute (gpm) flow meter calibration apparatus, analysis of the major stress of a Mini Baja off road car steel tubing frame at its worst case scenarios using Visual Nastran, design of a masonry wall; sound barrier wall, horizontal and vertical curves and their earthwork, highway drainage system, three-story building using the LRFD steel Manual, a bridge, the end bent piers of a bridge and a concrete slab.

Agua SUD - Palmview wastewater collection and conveyance system. Construction Management, Hidalgo County, Texas – Mr. Guerrero was responsible of reviewing submittals and placement of 6" to 48" pipe, wet well and lift station accessories, manholes, and cast in place concrete meeting plans and specifications. The project was broken into 4 phases which included approx. 40 miles of PVC pipe ranging from 6" to 48" gravity lines and force mains. The project included 4 lift stations whose purpose was to convey sanitary sewer to a 2.5 MGD regional lift station. Mr. Guerrero Inspected the rebar on all concrete structures, supervised the concrete pours and ensured all concrete met temperature, slump, and mix design requirements. He ensured that all lines and manholes were placed at correct grades and elevations as per plans and specifications. He supervised lab technicians performing nuclear gauge density tests on earthwork and trench compaction to ensure compliance with specifications. He inspected SW3P and traffic control. He reviewed/approved monthly construction schedules, managed construction budget, and approved payments and change orders.

Hidalgo County Drainage District, Hidalgo County, Texas – Served as Project Engineer to build an outfall with greater capacity than the existing with a pump station used only when IBWC decided to close the structure sluice gate during a storm event. Mr. Guerrero was responsible for reviewing submittals and inspecting the placement of precast culvert boxes, retaining wall, riprap, piping system and earthwork operations. Mr. Guerrero Inspected the rebar on all concrete structures, supervised the concrete pours and ensured all concrete met temperature, slump, and mix design requirements. He supervised the lab technicians performing nuclear gauge density tests and made sure that the levee was built as per specifications. Mr. Guerrero also inspected SW3P, and traffic control, reviewed and approved monthly construction schedules, managed construction budget, and approved payments and change orders.

Drainage, Hidalgo County – Pharr McAllen South Drain, Texas – Mr. Guerrero was the Project Engineer for the improvements of the Pharr-McAllen South Drain Outfall for the Hidalgo County Drainage District. The existing outfall consisted of a 4 ft x 4 ft concrete box and two 6 ft x 6 ft concrete boxes draining into the Main Floodway. The improvements called for installing two 10 ft x 6 ft concrete boxes to accommodate a 100-year storm event. The project also included a concrete pad, a permanent 18-inch ductile iron suction pipe class 151 with a 0.34 in wall thickness and a 16-inch ductile iron discharge pipe class 151 with a wall thickness of 0.32 inches for two mobile pumps to move storm water across to the floodway when the sluice gates are closed. Mr. Guerrero was responsible for preparing plans, specifications, and construction estimate.



EDUCATION

BS, 1992, Civil Engineering, Texas A&M University

REGISTRATION

Professional Engineer: State of Texas No. 82739 (1997)

TxDOT Pre-Certification ESN: 4624

TxDOT Pre-Certification Codes: 1.3.1, 1.4.1; 2.4.3; 3.1.1; 3.2.1; 3.3.1, 3.4.1; 3.5.1; 3.6.1, 4.1.1; 4.2.1; 4.3.1, 4.4.1, 7.1.1; 8.1.1; 8.2.1; 9.1.1; 10.1.1; 10.2.1; 10.3.1; 10.5.1; 11.1.1, 15.1.1; 15.2.1; 15.4.1

CERTIFICATIONS

Local Government Project Procedures (LGPP) Certification for TxDOT, Texas Engineering Extension Service, The Texas A&M University System, 16 hrs., 2009

EXPERIENCE

Mr. Pawelek has 29 years of experience in transportation planning and design. Prior to joining S&BI, he spent five years with TxDOT, Corpus Christi. He is experienced in route studies and planning, preparation of plans, specifications, and estimates (PS&E), utility relocation, geometrics, signage and pavement markings, hydraulics, and illumination. He has participated on numerous engineering assignments associated with the development of roadways, storm drainage systems, traffic control planning, bridge layout, and various other civil engineering applications. His experience includes design and development for 12 bridge projects in his career including closely coordinating with bridge layout and hydraulic report/data sheet development. He is proficient in software such as THYSYS, Winstorm, Culvert, HEC-1, HEC-2, HEC-RAS, WSPRO, TR55 and Geopak. He has prepared numerous drainage studies and reports including determining proposed improvement impacts, drainage areas, discharges, FEMA floodway requirements, culvert/bridge locations and sizes, design frequency flow, tailwater and headwater elevations for design and anticipated overtopping of the bridges. Additionally, he has performed scour analysis and prepared numerous SW3Ps to minimize sediment transport into drainage facilities. His experience includes coordination with the Corps of Engineers and FEMA.

Donna POE Southbound Commercial Empties Traffic, Donna, Texas— Served as QA/QC Manager for the preliminary planning, design and PS&E packaging of the Donna - Rio Bravo US Land Port of Entry, in support of southbound empties inspection, known as the first phase of the implementation of full commercial at the POE. The proposed south bound empty inspection facility improvements included NII Primary Inspection Booth with Canopy and necessary roadway infrastructure. He coordinated the team for all work efforts and prepared all deliverables in accordance with the applicable/current requirements of the 2017 General Service Administration (GSA) P100 Design Standards, American Association of State Highway and Transportation Officials (AASHTO), the American Society for Testing and Materials (ASTM), and/or the Texas Department of Transportation's (TxDOT) specifications (the project was identified as a TxDOT LGPP), standards, and manuals, as per the applicable construction items.

Agua SUD Water Meter Connections, Sullivan City, Texas — As Project Engineer provided basic services, such as identifying, consulting, and analyzing governmental requirements, identifying and evaluating at least two alternate solutions. Also prepared a study and report containing schematic layouts, sketches, and conceptual design criteria. Additional to the study and report phase, prepared an environmental report in accordance with USDA-Rural Utilities Service requirements; a Preliminary Engineering Report, and provided engineering information for applications and supporting documents for private/governmental grants, loans, or advances. Prepared the Preliminary Design Phase documents and provided the necessary field surveys, topographic, and utility mapping. Involved in the bidding and negotiation phase of the project, as well as Construction Phase services.



EDUCATION

BBA, 1979, Civil Engineering, Universidad Autonoma De Nuevo Leon, Monterrey, N.L. Mexico

REGISTRATION

Licensed in Mexico – CEDULA # 893449, 1983

EXPERIENCE

Mr. Constante has more than 36 years of experience. He has designed and leveled Rights-of-Way for the installation of utilities. He has managed and inspected the construction of pump stations as well as coordinated the construction of main water and sewer systems, lift stations, storm drainage subdivisions. Jose has also prepared bids and proposals for various projects. His list of projects includes the following:

City of La Joya Lift Station No. 3, City of La Joya, La Joya, Texas – Designed hydraulics, pumps, wet-well, supervised construction – Administrated project

City of Donna International Border Crossing, City of Donna, Donna, Texas – Redesigned wastewater collection system, lift stations, pressure lines for sanitary drainage, treated water distribution system, and fire prevention system – part-time supervisor

24" discharge line to Rio Grande River, City of La Joya, La Joya, Texas – Designed discharge line for treated waters into the Rio Grande River (1.5 Mi) – Project Administration

Construction of Lift Stations No's 2,6, & 8; 6" force main and 8" sanitary sewer gravity line on Santos-Ramirez Ave, City of La Joya, La Joya, Texas – Designed wastewater collection system, hydraulic calculations for lift stations No's 2, 6, & 8 and 6" Force Main on Kika De La Garza Ave.

Waste-Water Treatment Plant, City of La Joya, La Joya, Texas – Civil and mechanical design, lift station, wastewater collection system, and 24' effluent line to existing manhole. – Project Administration

Upgrade Five Booster Stations for Agua SUD Distribution System, Agua SUD, Palmview, Texas – Hydraulic calculations for pumps and mechanical installation of storage tanks

Design of Water Treatment Plant on Bentsen Rd., Agua SUD, Palmview, Texas – Designed hydraulic distribution lines within plant. Design and topography for access ways to water plant and water wells.

Multipurpose Facility Project, City of La Joya, La Joya, Texas – Designed drainage and sewer collection system for community of Havan, TX. Including pressure lines, and lift station.

City of Hidalgo Lift Stations Generator Additions, City of Hidalgo, Hidalgo, Texas – Lift station surveys, design for generators and concrete slabs – Project Administration

City of Weslaco Sanitary Sewer System, City of Weslaco, Weslaco, Texas – Designed sanitary sewer collection system within Weslaco city limits – Project Administration

Storm Drain on Ash and 11 ½ Streets, Paving on Santos Ramirez & 12th St, City of La Joya, La Joya, Texas – Design storm system and paving for four locations within city limits – Project Administration

City of Sullivan Storm Drain Ditch, City of Sullivan, Sullivan, Texas – Design Storm Drain Ditch – Project Administration.



EDUCATION

BS, 1989, Civil Engineering, Central New England College of Engineering, Worcester, Massachusetts

REGISTRATION

Licensed Professional Engineer: State of Texas, No. 94630

Licensed Professional Engineer: State of Oklahoma, No. 30916

CERTIFICATIONS

TxDOT Pre-Certification: 4.1.1, 4.2.1, 4.5.1, 8.1.1, 11.1., 17.5.1, 18.3.1

EXPERIENCE

Mr. Speicher has 27 years of experience in the engineering and construction of Water, Wastewater, Roads, Bridges and Storm Water. Additionally, he brings a thorough understanding and experience in both local and state requirements and standards. He is skilled in developing and managing Capital improvement Planning, Land Use and Zoning Planning and Ordinance writing. David has experience working in both private and public organizations including TxDOT as an area Assistant Engineer, Fort Worth Water Department as a Water Development/Capital Improvement Engineer and with the City of Denton, TX as the Development Review Administrator.

Water/Wastewater Replacemnet Project, City of Fort Worth, Texas – Project Manager for design of the replacement of water and sewer main along 24 roadways ranging from arterial to residential streets throughout the City of Fort Worth. Over 20,000 lineal feet of existing 6-inch to 30-inch water main and 12,000 lineal feet of 8-inch to 24-inch sanitary sewer. The project included design of the pipelines, coordination with franchise utilities, public meeting, traffic control and detours and traffic light control and coordination. Various methods were analyzed utilizing a matrix of risk/inconvenience vs cost. The final design product included Open Cut, CIPP, Horizontal Directional Drilling and pipe bursting.

Raintree Drive Water Main Replacement, Town of Flower Mound, Texas – Project Manager for the design of 1,700 feet of new 12-inch water main and abandonment of the existing 6-inch pipe along Raintree Drive between Shiloh Road and Ada Drive, as well as 217 feet of new 12-inch main on Ada Drive. The project included topographic survey, subsurface utility engineering and utility coordination. Provided PS&E and bidding assistance.

Binyon Street, Marks Place, and Merida Avenue Water and Sanitary Sewer Replacement, City of Fort Worth, Texas (2014-2016) – Project Manager for design of the replacement of water main and sewer service along three subdivision streets in suburban Fort Worth. Over 4,500 lineal feet of existing 6- and 12-inch water main is to be replaced with 8- and 12-inch PVC along the three streets, and approximately 280 lineal feet of sanitary sewer will be replaced along one street.

Five Master Plan Community Reviews, City of Denton, Texas – Assisted developers and their consulting engineers in establishing land uses categories to minimize their impact to the existing infrastructure. Master plan communities ranged in size from 1,900 to 3,000 acres. Designs included storm water drainage, water, wastewater, and transportation master plans associated with the Master Plan community for compliance with local Master Plans and to ensure adequate infrastructure improvements to support the proposed Master Plan Communities.

Water Department Project Engineer, City of Fort Worth, Fort Worth Texas – Served as Water Development/Capital Improvement Engineer - Responsible for execution of development driven projects including the management of the design, bid, construction and material testing of all projects. Worked with multiple developers to facilitate and fund off site master planned water and wastewater projects including pipeline, pump and lift stations, water storage units and all associated appurtenances. Design of water ranged from 8-inch to 30-inch and wastewater lines 6-inch (FM) to 30-inch.



EDUCATION

BS, Civil Engineering, Texas A&I University, Kingsville, TX, 1988

REGISTRATION

Registered Professional Engineer in the State of Texas - 1996

Texas P.E. Number: 81469

CERTIFICATIONS

TxDOT Pre-Certification Codes: 3.2.1, 4.2.1, 7.1.1, 8.1.1, 8.3.1, 11.1.1, 11.3.1, 11.4.1

EXPERIENCE SUMMARY

Mr. Gaytan has 32 years of experience in civil engineering and construction. He is currently working as a Senior Project Manager handling all construction and material issues on City, County, & Texas Department of Transportation (TxDOT) throughout Texas. He retired from TxDOT with extensive experience in most aspects of roadway related transportation engineering, to include design and construction, project management, contract administration, and materials quality. Additionally, Mr. Gaytan has significant experience in managing and leading professional and technical employees, as well as working with industry counterparts. He is self-motivated with strong organizational and communication skills.

HCTRA Ship Channel Bridge (Replacement of Ship Channel Bridge and Southbound Approaches) Harris County, Texas – Mr. Gaytan was the Project Manager for the Construction Engineering and Inspection Services provided in support of the Construction of the East Sam Houston Tollway Ship Channel Bridge. S&B's assignment includes inspection of the Main Span South Tower and Spans 1 and 2. The work included inspecting and documenting the placing of a sheet piling coffer dam, 96" drilled shafts 238 feet in depth, and the construction of the south main piers. The work required constant coordination with the Senior Resident Engineer and three other Resident Engineers; 7:00 AM meetings were held daily to discuss issues, upcoming work, and staffing. To date, the South Tower sheet piling, 48" and 96" drilled shafts, three main span footings, and up to Lift 6 of the Southbound Pylon have been completed.

IH 35 Frontage Rd. Reconstruction, Laredo District, Texas– Mr. Gaytan served as the Project Manager for the provided Construction Engineering and Inspection Services in support of the construction and rehabilitation of the existing IH 35 frontage roads. The work consisted of base, seal coat, superpave hot mix, concrete pavement intersections, culvert extensions, metal beam guard fence, signing, pavement markings, and illumination. The project included working in and adjacent to the Union Pacific Railroad Right of Way and required extensive coordination with an adjacent project due to limitations on interchange closures. S&B personnel coordinated utility conflicts and adjustment during construction to avoid damages to the contractor and client.

**EDUCATION**

BS, Construction Science & Management, University of Texas San Antonio, 2016, Magna Cum Laude
BS, Industrial Technology, Southern Illinois University, Carbondale, Illinois, 2015, Cum Laude
AS, Engineering Technology, Laramie County Community College, Cheyenne, Wyoming, 1988
AS, Survey Technology, Community College of the Air Force, Maxwell AFB, Alabama, 1986

CERTIFICATIONS

Concrete Thickness, Tex-23-A Part 1/Part 2, March 2018
Hot Mix Asphalt, Level 1B, June 2019
Construction Quality Management for Contractors, October 2020

EXPERIENCE SUMMARY

Mr. Allen has 42 years of engineering, construction, leadership and management related experience. He has filled numerous roles in the Federal Government and as a Federal Government and Texas Department of Transportation (TxDOT) Representative. He has a strong track record in site development, programs, and project, construction and contract management, inspection and quality control. Proven abilities as a motivator, manager, organizer, planner and facilitator. Current duties include the management and inspection highway construction projects for the Texas Department of Transportation (TxDOT). He also supports a variety of multi-disciplinary repair and minor construction projects for La Salle and Frio Counties in Texas. He conducts site visits to determine facility, infrastructure and roadway construction requirements, develops technical evaluations and scopes of work to address necessary corrective actions and advises clients on compliance with facility use criteria, codes and facility management and maintenance program requirements. He writes technical specifications and Statements of Work, prepares, evaluates and negotiates contractor bid/proposal packages.

IH-35, EFR, La Salle County/Cotulla, Texas— Serves as the TxDOT Chief Inspector for the Widening and Rehabilitation of approximately 15.0 Miles of existing frontage and underpass roadway. Work includes, but not limited to, Storm Water Pollution Prevention Program (SW3P) and Traffic Control Device oversight, demolition of existing road surface, extension of box culverts, subgrade preparation to include plant and road mixed Cement Treated Base, Prime/Seal Coat, 12-inch Continuously Reinforced Concrete Pavement, Superpave and Bond Breaker Hot Mixed Asphalt pavements, Metal Beam Guard Fence (MBGF) and end treatments, highway and underpass lighting, signage, and rebuild and landscape shoulders/ditch lines. Duties also include monitoring and inspecting construction activities ensuring compliance with TxDOT standards, plans and specifications while maintaining field safety standards, documenting contractor daily work progress and payment of work items in TxDOT's SiteManager and identifying requirements and evaluating proposals for Change Orders. He collects and evaluates field inspection data and reports and monitors contract financial status including review of contractor payment applications and conducts Labor Standard Review interviews. He monitors sampling and testing of concrete, asphalt and other road construction materials. He evaluates project schedules and submittals for conformance to contract documents and standards. Reviews Requests for Information (RFIs), develops responses and, when necessary, engineering solutions and change order requests.

Cotulla Truck Relief Route, LA Salle County/Cotulla, Texas – Served a Senior Civil Inspector for the construction of a new roadway between IH-35 and SH 97 consisting of grubbing and clearing property, subgrade preparation, grading, new flexible base material, Hot Mix Asphalt surfacing Union Pacific bridge structures, creek culvert crossings, concrete pavement, Mechanically Stabilized Earth (MSE) retaining walls, Metal Beam Guard Fence (MBGF) and end treatments, concrete RipRap, traffic signals and lighting, pavement markings and signage. Duties also included documenting contractor daily work progress, monitoring and inspecting construction activities ensuring compliance with plans and specifications while maintaining field safety standards.

IH-10, Orange Texas – Served as the TxDOT Chief Inspector for the Widening of 7.0 miles of Existing IH-10 Main lanes from 4 to 6 lanes and Rehabilitation of the East Bound Frontage Road. Work included, but not limited to, Storm Water Pollution Prevention (SW3P) and Traffic Control Device oversight, demolition of existing road surface, extension of box culverts & bridge culverts, subgrade preparation to include Lime Treatment, Cement Treated Base (CTB), 15-inch concrete pavement, Hot Mixed Asphalt pavement, soil nail and Mechanically Stabilized Earth (MSE) retaining walls, Metal Beam Guard Fence (MBGF) and end treatments, concrete RipRap, High-Mast lighting, signage, and rebuild and landscape shoulders/ditch lines. Duties also included documenting contractor daily work progress and payment of work items in TxDOT's SiteManager and identifying requirements and evaluating proposals for Change Orders.

**EDUCATION**

BS, 2001, Civil Engineering, Texas Tech University

REGISTRATION

Professional Engineer: Texas No.: 100029, 2007

CERTIFICATIONS

Local Government Project Procedures (LGPP) Certification for TxDOT, Texas Engineering Extension Service, The Texas A&M University System, 12 hrs., 2011

TxDOT Pre-certification ESN: 000017891

TxDOT Pre-certification Codes: 3.1.1, 3.2.1, 3.3.1, 3.4.1, 3.5.1, 4.4.1, 4.2.1, 4.3.1, 8.1.1, 8.2.1, 9.1.1, 10.2.1

EXPERIENCE

Mr. Garces has 20 years of transportation planning and design experience. Prior to joining S&B Infrastructure, Ltd., he spent three summers working as an Engineering Aide/Intern for TxDOT's, Pharr District. He is experienced in route studies and planning, preparation of plans, specifications, and estimates (PS&E), utility relocation, geometrics, signage and pavement markings, hydraulics, and illumination. He has participated on numerous engineering assignments associated with the development of roadways, storm drainage systems, traffic control planning, bridge layout, and various other civil engineering applications. Mr. Garces is also proficient in the use of MicroStation, GEOPAK, Culvert Master, Flow Master, HEC-RAS, WinStorm, and other highway software applications.

Rehabilitation Improvements for the Main Floodways, U.S. International Boundary and Water Commission (USIBWC), Texas – Served as Project Engineer on the proposed levee rehabilitation improvements which consisted of 1) raising the top-of-levee elevation, 2) conducting geotechnical investigations and testing to determine the type and extent of any required remediation improvements due to slope stability, seepage, levee settlement, erosion, and any other geotechnical issues that may cause levee failure during a 100-year flood event; and 3) assessing all the structures within the levee reaches within the SOW and providing recommendation on the required rehabilitation for each structure.

Donna International Bridge, Donna-Mercedes International Bridge Corporation, Donna, Texas – Served as Project Engineer. A Master Lighting Plan was developed for the new location bridge project. Illumination was provided for the International Bridge as well as the approach roadway and proposed facilities. Illumination Assembly locations were determined based on light distribution patterns, lamp wattage and type, and pole height. The illumination assemblies consisted of a 40-ft aluminum pole with a 0.25-KW high pressure sodium luminaire. Once the Illumination Assemblies were determined and locations were set, the electrical service type was determined. A standard 480-volts three wire branch circuit consisting of two-line conductors and a ground was utilized. Circuit Design calculations (voltage drop) were then completed to determine the circuit length. Split branch circuits were utilized. Plans, Specifications, and Estimates (PS&E) were provided to the client for construction purposes. Inspection services were provided during construction to assure proper installation.

IH 10 Additional Lanes in El Paso, Texas from West of SH 20 to East of Executive Blvd., TxDOT, El Paso, Texas– Served as Designer under direct supervision of the engineer, calculated the engineer's estimates for all the interchange and ramp configurations presented to the Texas Department of Transportation. Using an excel spreadsheet, used the engineer's alignments and roadway configurations in order to determine an estimated cost for each alternative. Scope included advanced project development including horizontal and vertical alignments, proposed cross sections, cross drainage structures, bridge widening, bridge reconstruction, traffic control plan, signing, pavement markings, illumination, LOS analysis, and Intelligent Transportation System (ITS) plan. The scope of this project was to add an additional lane to IH 10 in each direction. In addition, horizontal and vertical alignments were adjusted to meet the proposed design speed of 70 MPH. Modifications of interchange and ramp configurations and design also were done to improve the traffic operations and level of service within these project limits.

EDUCATION

BS, Electrical Engineering, 2014, University of Texas San Antonio

CERTIFICATIONS

TxDOT Elect Requirements Install Traffic Signals Class Code: TRF453

TxDOT Roadway Illumination & Electrical Installations Class Code: TRF450

Local Government Project Procedures (LGPP) Certification for TxDOT

RS Means USACE Training

EXPERIENCE

Mr. LeVrier has 7 years of professional experience in Electrical Engineering design, as well as, various aspects of roadway design, project estimates, project schedules, and Hazard Mitigation Planning. He takes an active part in coordination efforts in organizing and documenting meetings between clients, sub-consultants and reviewing agencies. He is skilled with MicroStation, Microsoft Office Suite, Microsoft Project, Primavera, and RS Means estimating. Relevant project experience includes:

Hidalgo Port of Entry, Hidalgo, Texas - Worked in all aspects of design for the \$5,000,000 Hidalgo Port of Entry Upgrade. Work included electrical design, power design, CAD design, estimate, and project leadership. Attended multiple generator seminars to expand knowledge of power sizing and design. Contributed in weekly meetings and site visits to allow for ease of work and communication. Continually worked with clients and contractors to achieve goals throughout the project.

Raymondville Drain Outfall, Hidalgo County Drainage District No. 1, Texas - Served as an engineering assistant to the project engineers and project managers in performing regular planning, development, and implementation of the Raymondville Drain Project, including various analysis of construction options, cost estimating, scheduling, and project development. Assisted in the development of the General Re-evaluation Report and agency coordination for the project. Assisted in design and responsibility for the \$200,000,000 Raymondville Drain Project. Work included design, estimate, and project leadership. Adaptability to learn and assist in other fields of engineering and design including civil and structural when necessary. Provided training and knowledge to peers in electrical areas while also managing workload and aiding others when needed in all projects.

Donna-Rio Bravo International Bridge Commercial Traffic, Donna, Texas - Assisted the Project Manager in the illumination design of Commercial Inspection Facilities at the Donna-Rio Bravo Land Port of Entry. Helped prepare plans summaries and estimates for the electrical work. Assisted through project development as well as ongoing construction.

Veterans International Bridge, Brownsville, Texas - Assisted the Project Manager in the illumination design of the upgrades at the Facilities of the Brownsville Veterans Land Port of Entry. Helped prepare plans summaries and estimates for the electrical work. Assisted through project development as well as ongoing construction.

Agua SUD Electrical Design, Mission, Texas - Assisted in all aspects of electrical design with PE guidance. Took responsibility for the water treatment plant and lift station electrical upgrades as well as project leadership for the Agua Special Utilities District. Developed project plans, specifications, and estimates that were used in project construction.

**EDUCATION**

BS, 1982, Civil Engineering, University of Texas at Austin

REGISTRATION

Licensed Professional Engineer: Texas No. 69690, 1991

TxDOT Pre-Certification ESN: 3067

TxDOT Pre-Certification Codes: 1.1.1; 1.2.1; 1.3.1; 1.4.1; 1.5.1; 1.6.1; 2.1.1; 2.14.1; 3.1.1; 3.2.1; 3.3.1, 3.4.1; 3.5.1; 4.1.1; 4.2.1; 4.3.1, 7.1.1; 7.4.1, 8.1.1, 8.4.1, 8.5.1; 9.1.1; 10.1.1; 10.2.1; 10.3.1; 10.5.1; 11.1.1; 12.1.1; 12.1.2 ; 13.1.1

EXPERIENCE

Mr. Riojas has 39 years of overall experience, 23 years with S&B as a project manager managing transportation, water and sewer projects, twelve years with TxDOT where responsibilities included all aspects of highway design; plan review; construction project management. As Area Engineer for Karnes, Bee, Goliad, and Live Oak counties, he was responsible for coordination with local officials, as well as design, construction, and maintenance oversight for four-county area. He also has extensive knowledge of advance project development (APD), plans, specifications, and estimates (PS&E) development, schematic design, route feasibility, environmental assessments, public involvement, bridge and retaining wall layouts, traffic control and construction sequencing plans, aerial photogrammetry, Right-of-Way (ROW) mapping and acquisition, utility relocation, geometric design, pavement design, hydraulic design and analysis, scour analysis, storm water pollution prevention plans. Proficient in design software such as THYSYS, WinStorm, Culvert, HEC-1, HEC-2, HEC-RAS, WSPRO, HY9, and GEOPAK. Mr. Riojas is proficient in project scheduling software MS Project, SureTrack, and Primavera P6.

Stevenson Road Project, fr. IH 35 FR to 1.12 miles west, La Salle County, Texas – Mr. Riojas served as the deputy project manager and managed the project schedule, resources, and budget to deliver a project to the client's satisfaction. This 1.12-mile-long project was partially funded with \$1 million of private funds from an adjoining development. He oversaw the preparation of the environmental documents, schematic, right of way maps and acquisition documents, exhibits for right of way commendation hearings, utility coordination and agreements, coordination with property owners and business, PS&E and construction engineering with inspection services. The enormous volume of trucks servicing the oil fracking businesses generated high traffic volumes of 1230 vehicles per day with 83% trucks. This was extreme for the existing two-lane dirt road. The team prepared the PS&E, with multiple phases of construction, to allow for two lanes of truck traffic to remain open at all times. A majority of the roadway inundated with water during rain events as it served as a low water crossing. The Hydraulic design included culverts and channel routing. Coordination with TxDOT was required for this project for stream outfalls.

IH 35 – US 59 Interchange, Laredo, Texas – As the deputy project manager, Mr. Riojas managed resources to include design teams from 4 different offices and 5 subconsultants. This project consisted of developing the PS&E for the completion of a 5-level interchange of which 3 of the 8 direct connectors were already constructed. He supervised 6 design teams to deliver 5 separate PS&E packages for the 5 direct connectors. He also created the QC/QA plan for the project. He reviewed and evaluated the original schematic design data files for the partially completed interchange for compliance with current standards. He revised horizontal and vertical profiles to accommodate as-built conditions and meet the required vertical clearance for freight corridors, completed the schematics, and coordinated with TxDOT for schematic approvals. He coordinated structural, roadway, hydraulic, illumination, ITS and traffic control designs to assure there were no conflicts. He oversaw the development of the PS&E packages to include estimates, plans, and general notes. He coordinated with adjoining projects to address design issues and assured the TCPs did not conflict.



EDUCATION

Bachelor of Science, 1987, Civil Engineering, Texas A&I University, Kingsville, Texas

REGISTRATION

Licensed Professional Engineer: State of Texas, TBPELS No. 79443

EXPERIENCE

Mr. De Luna has over 32 years of experience in Highway Engineering and Construction Project Management. He has extensive knowledge and experience in design and construction management of highway transportation projects. As a Senior Civil Engineer, Mr. De Luna performs in-depth and thorough plan and constructability reviews of state highway and local roadway proposed improvements. Mr. De Luna has extensive knowledge and experience, having served as the District Plan Review Engineer for over 10 years with the TxDOT Laredo District; overseeing and responsible for performing departmental transportation planning-related activities, performing and coordinating general design review of plans, specifications and estimates, and meeting the district's letting volume obligations. He supervised the Plan Review Section.

TxDOT Laredo District Engineering Contract , IH-35 from Shiloh Dr. to 0.5 Mi. East of IH-35/US 59 - SL 20 in Webb County, Texas— Mr. De Luna successfully reviewed detailed preliminary and final construction cost estimates of the proposed (and currently under construction) highway improvements: Union Pacific Railroad Grade Separation (Overpass), freeway mainlane widening to six-lanes.

TxDOT Laredo District Engineering Contract, IH-35 from US 59 to 0.5 Mi South of Uniroyal Road in Webb County, Texas — Mr. De Luna successfully performed and developed numerous detailed preliminary construction cost estimates (from ultimate design to phased construction) of recommended freeway congestion management geometric highway configuration characteristics to include, but not limited to, freeway underpass interchange facilities and exit/entrance braided ramps.

TxDOT Laredo District, Spur 400 Webb-Spur 400 New Non-Freeway with Bridge, Laredo, Texas - Served as Design Engineer, Project Engineer, and District Construction Engineer, ensuring compliance with TxDOT design manuals; designed the PS&E horizontal and vertical alignments, typical sections, retaining walls, hydraulic data, drainage area map and structure, storm drain system, pedestrian railing, metal beam guard fence, earthwork quantities, SW3P, HMAPC plan, curb & gutter, sidewalks/ADA ramps, traffic control plan, and estimate.

Andres Palma P.E.

Geotechnical/ Structural Review

PROFESSIONAL EXPERIENCE

Mr. Palma serves as office manager of MEG's Harlingen, Texas office. He has over 17 years of experience in the engineering industry and vast knowledge in geotechnical engineering and construction materials testing in the South Texas area. Geotechnical projects that Mr. Palma has been involved with include mixed-use developments, urban mid-rise buildings, educational facilities, airport facilities, parking garages, commercial low-rise to mid-rise buildings, water and wastewater treatment facilities, elevated water towers, industrial facilities, multi-family developments, churches, residential subdivisions and general retail centers. Pavement design projects that Mr. Palma has been involved with include highways, industrial parks, heavy duty brick paving, freight centers and industrial applications.

Education

*Bachelor of Science in Civil Engineering
University of Texas San Antonio,
San Antonio
2006*

Registrations

*Texas Board of Professional Engineers:
Registration Number 115936 is Current*

Mr. Palma's responsibilities as a Geotechnical Engineer include coordination of field personnel, communication with the client, generation of geotechnical engineering reports, evaluating laboratory soil testing, and scheduling and managing field personnel.

PROJECT EXPERIENCE

EDUCATION

- Jaime Escalante Middle School, PSJA ISD – Pharr, Texas
- La Joya ISD Stadium Improvements, La Joya ISD - La Joya, Texas

PAVEMENTS

- SH 365 Hidalgo County Regional Mobility Authority – Hidalgo County, Texas
- IBTC Corridor Hidalgo County Regional Mobility Authority – Hidalgo County, Texas

AIRPORT

- Elevated Roadway at San Antonio International Airport – San Antonio, Texas
- Runway Pavement Rehabilitation at San Antonio International Airport – San Antonio, Texas

PUBLIC

- NAWSC Regional Water Treatment Plant – Weslaco, Texas
- City of Hidalgo WWTP Improvements – Hidalgo, Texas

- Hidalgo County Precinct No. 2 Office – Pharr, Texas

COMMERCIAL

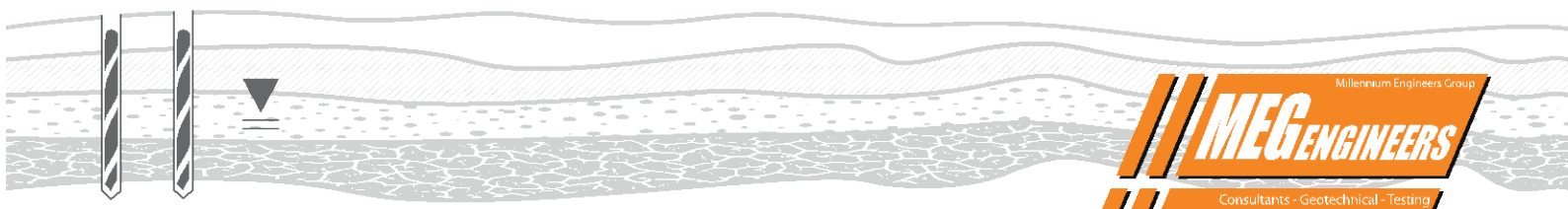
- Morrison Crossing Development – Brownsville, Texas
- The Fingers Development, West Section Improvements – Port Isabel, Texas
- The Shoppes of the Rio Grande Valley – Edinburg, Texas

HEAVY INDUSTRIAL

- Royal Technologies 320,000 sf – Mission, Texas
- Don Hugo Produce 270,000 sf – Edinburg, Texas

RETAIL / MIXED-USE

- The Vistana Condominiums, 17 story – San Antonio, Texas
- Tesoro Corporate Towers, 14 story, 7 Story, Parking Garages – San Antonio, Texas



Juan M. Borjon P.E.

Geotechnical/ Structural Review

PROFESSIONAL EXPERIENCE

Mr. Borjon serves as materials engineer/CMT technical manager of MEG's Pharr, Texas office. He has over 8 years' experience in the engineering industry and vast knowledge in civil engineering and construction materials testing in the South Texas area. Projects that Mr. Borjon has been involved with include mixed-use developments, urban mid-rise buildings, educational facilities, airport facilities, commercial low-rise to mid-rise buildings, water and wastewater treatment facilities, elevated water towers, industrial facilities, multi-family developments, churches, residential subdivisions and general retail centers. Pavement projects that Mr. Borjon has been involved with include highways, industrial parks, heavy duty concrete/asphalt paving, freight centers, and industrial applications.

PROJECT EXPERIENCE

EDUCATION

- Carmen Anaya Elementary School Paving Improvements, PSJA ISD – Pharr, Texas
- Bulldog Drive Improvements, McAllen ISD - McAllen, Texas
- Robert Vela High School Performing Arts Center – ECISD – Edinburg, Texas

PAVEMENTS

- Hidalgo County Regional Mobility Authority BSIF Connector – Hidalgo County, Texas
- Texas A&M University Kingsville Campus Pavements – Kleberg County, Texas

AIRPORT

- Valley International Airport Improvements – Harlingen, Texas
- McAllen International Airport Concrete Cores – McAllen, Texas

PUBLIC

- McAllen NWWTP Pump Station Improvements – McAllen, Texas
- Hidalgo County County-Wide Mechanic Shop – Pharr, Texas
- SWSC Elevated Water Storage Tank – Mission, Texas

- McAllen ISD Homer J. Morris Middle School Paving Improvements – McAllen, Texas
- McAllen ISD Ben Milam Elementary School Pavilion – McAllen, Texas

COMMERCIAL

- Love's Travel Stop – Donna, Texas
- Pharr Town Center – Pharr, Texas
- At Home Store – Pharr, Texas
- Raising Cane's – Edinburg, Weslaco, Pharr, Harlingen, Texas
- Chick-fil-A – McAllen, Edinburg, Pharr, Texas

HEAVY INDUSTRIAL

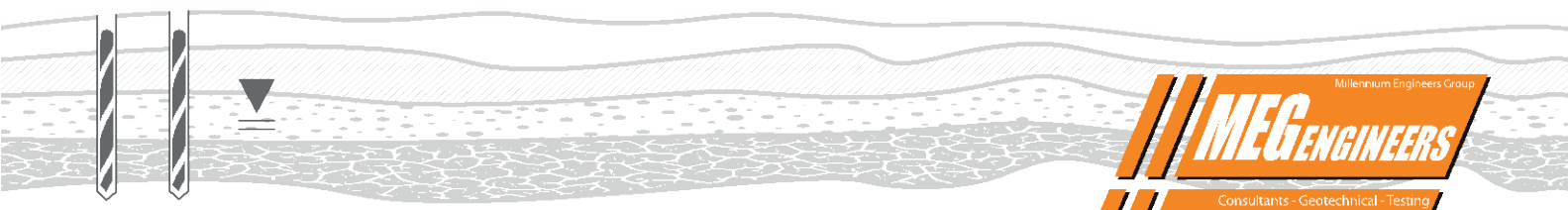
- FedEx Freight Facility – Mercedes, Texas
- ScanTech Expansion Facility – McAllen, Texas

Education

*Bachelor of Science in Civil Engineering
University of Texas at Austin,
Austin
2009*

Registrations

Texas Board of Professional Engineers: Registration Number 121570 is Current



Humberto Palma, CWI, NICET

Geotechnical/ Structural Review

PROFESSIONAL EXPERIENCE

Mr. Palma serves as construction materials testing manager of MEG's Pharr, Texas office. He has over 17 years' experience in the engineering & construction industry and vast knowledge in construction materials testing, quality assurance/quality control, and project management in the South Texas area. Construction Material Testing projects that Mr. Palma has been involved with include mixed-use developments, educational facilities, commercial low-rise to mid-rise buildings, water and wastewater treatment facilities, elevated water towers, industrial facilities, multi-family developments, churches, residential subdivisions and general retail centers.

PROJECT EXPERIENCE

EDUCATION

- Valley View 9th Grade Campus, PSJA ISD – Pharr, Texas
- Nursing and Allied Health Building Addition, South Texas College – McAllen, Texas

GOVERNMENT

- Lateral A Levee, United States IBWC – Hidalgo County, Texas
- Main Floodway Levee, United States IBWC – Hidalgo County, Texas
- Mission Segment Levee, United States IBWC – Western Hidalgo County, Texas

PUBLIC

- Edinburg City Hall, City of Edinburg – Edinburg, Texas
- City of Hidalgo WWTP Improvements – Hidalgo, Texas
- Hidalgo County Precinct No. 2 Equipment Compound – Pharr, Texas

COMMERCIAL

- First Community Bank – Brownsville, Texas

Education

*Course Study, South Texas College
1999*

Registrations

*Certified Welding Inspector, License
No.08020501
Pre-stressed Concrete Institute – PCI Level
I & II Plant Quality
Control American Concrete Institute – ACI
Concrete Field Testing Grade I
Texas Hot Mix Center, Hot Mix Asphalt
Level I-A Plant Inspection
TxDOT Soils Certification Levels SB101,
SB102, SB103 & SB201
Nuclear Gauge Operation and Safety
NICET Soil, Concrete, Asphalt*

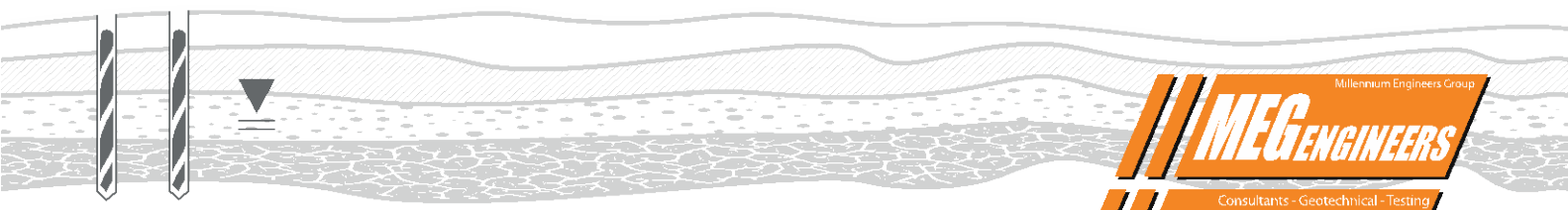
- Popeye's Chicken – Hidalgo & Cameron Counties, Texas
- The Shoppes of the Rio Grande Valley – Edinburg, Texas
- Wells Fargo Bank – McAllen, Texas
- Stripes Convenient Stores – Starr, Hidalgo, Cameron Counties, Texas

HEAVY INDUSTRIAL

- North Edinburg Industrial Park, Phase 1 – Mission, Texas
- Pharr Industrial Park, City of Pharr – Pharr, Texas

RETAIL / MIXED-USE

- Retail / Mixed-Use
- The Shoppes at Rio Grande Valley – Edinburg, Texas
- The Shoppes at 29th Street – McAllen, Texas



Raul Palma P.E.

Geotechnical/ Structural Review

PROFESSIONAL EXPERIENCE

Mr. Palma is a licensed Professional Engineer with over 37 years of experience in geotechnical engineering, foundation engineering, materials engineering, construction materials inspection & testing, management, and engineering design of highways, streets, and utilities. Mr. Palma has directed and completed a wide variety of geotechnical projects throughout the South Texas region. As President and Chief Engineer of the company he is responsible for overall operations management of the Texas Region.

Education

*BS in Civil Engineering
Princeton University, Princeton, New Jersey
1982, Cum Laude*

Registrations

*Texas Board of Professional Engineers:
Registration Number 65656 is Current*

As chief geotechnical engineer, he is responsible for coordination and completion of geotechnical engineering projects. His experience includes materials engineering for statewide contracts, commercial laboratory services to TxDOT, subsurface explorations, laboratory testing, foundation investigation and design; slope stability assessments and remediation design, pre-load fill design; geotechnical plans and specifications preparation; and construction monitoring. Client relationships have included city and county agencies; engineering and architectural firms; municipal and utility districts, as well as private developers and constructor

PROJECT EXPERIENCE

HIGHWAY AND BRIDGES

- Interchange at Interstate 2 and Interstate 69C, Pharr, Texas
- Interchange at Interstate 69E and Interstate 2, Harlingen, Texas
- Garceno Bridge Crossing at Garceno Creek, Laredo, Texas
- Mile 6 West Overpass, Weslaco, Texas
- US 281 Military Highway Overpass at Pharr International Bridge, Pharr, Texas
- I69E Overpass at Rail Road Crossing (Rail Road Street), Brownsville, Texas

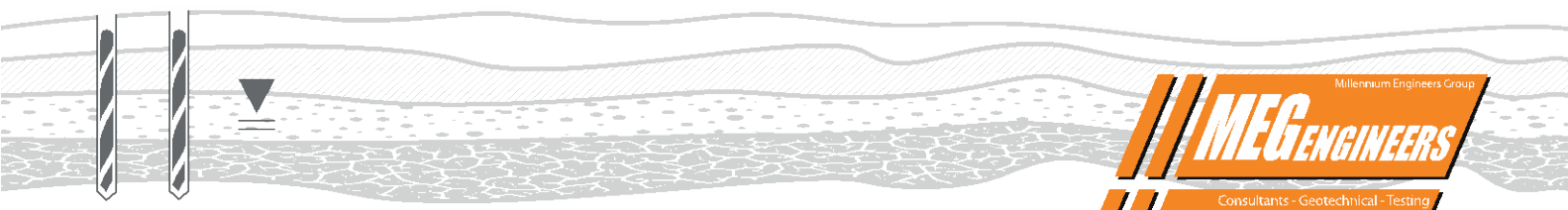
AIRPORTS

- Hanger and Apron at Edinburg Municipal Airport – Edinburg, Texas

- Valley International Airport Runway Concrete Paving and Repairs, Summit Contracting – Harlingen, Texas
- Valley International Airport Parking Area Pavement Russeltown, Ballenger Const. – Harlingen, Texas

EDUCATION

- Nursing & Allied Health Building (NAH), South Texas College – McAllen, Texas.
- Information and Technology Building (IT), South Texas College - McAllen, Texas.
- Instructional Support Services Building (ISS), South Texas College – McAllen, Texas.
- Jaime Escalante Middle School, PSJA ISD – Pharr, Texas
- FJ Scott Elementary School, Roma ISD – Roma, Texas



Dr. Thang Pham, Ph.D, P.E.

Geotechnical/ Structural Review

PROFESSIONAL EXPERIENCE

Dr. Pham serves as Geotechnical Engineer of MEG's Pharr, Texas office. He has over 20 years of experience in the engineering industry and vast knowledge in geotechnical engineering. Projects that Dr. Pham has been involved with include urban High-rise buildings, urban mid-rise buildings, commercial low-rise to mid-rise buildings, water and wastewater Pipelines, Advanced In-situ testing, Deep Foundation Design, Retaining Walls, and Braced Excavations/ Deep Excavations/ Tunnels. Dr. Pham's responsibilities as a Geotechnical Engineer include geotechnical report generation and review, foundation design, review of lab and in-situ testing, and oversight of advanced in-situ testing.

PROJECT EXPERIENCE

URBAN HIGH-RISE BUILDINGS

- 30-40 story The hotel, office, trade center, education center, and apartment complex – Hanoi, Vietnam
- 40 story Ngan Binh high-rise buildings (Golden Hill-Alpha 4) - District 1, Ho Chi Minh City
- 25 story office building of Vietinbank Da Nang – Hai Chau, Da Nang
- 20 story Office and Trade Center high-rise building – Lang Ha, Hanoi
- 9 story Hanoi National University's office building, stadium, classroom, and student union – Hanoi, Vietnam

DEEP FOUNDATIONS

- in-situ pile load test and bearing capacity characteristics of steel piles with wings – Hanoi, Vietnam
- high-rise building of Vietinbank Da Nang – Hai Chau, Da Nang
- hyper-mega drilled shafts in Vietnam – Hanoi, Vietnam
- Control Building and Power Building at Thi Vai Liquefied Natural Gas import terminal – Vung Tau Province, Vietnam
- Crashing House of Nghi Son Cement Plant – Thanh Hoa Province

RETAINING WALLS

- Federal Highway Administration Composite behavior of geosynthetic-reinforced soil mass
Report No. FHWA-HRT-10-077

BRACED EXCAVATIONS/ DEEP EXCAVATIONS/ TUNNELS

- Lateral Movement measurements and minimizing damage of existing buildings due to construction of underground tunnel Phase 1 – Ho Chi Minh City
- Excavation and soil improvement under the wastewater pipes along the Quan Truong River – Nha Trang, Vietnam
- Design and Construction of Excavations in Complex Soil Condition – Ministry of Construction project
- Design of diaphragm walls of basements at Royal City: The hotel, office, trade center, education center, and apartment complex – Hanoi, Vietnam
- Technical Problems for underground construction projects in Urban Areas – Vietnam National Project
- Deep Excavations in Narrow Areas – Ministry of Construction project

ADVANCED IN-SITU TESTING

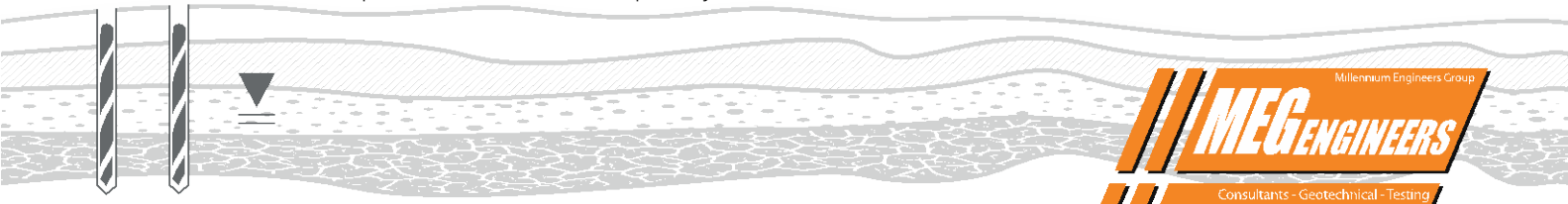
- Soil improvement loading tests, reception building – Huong Pagoda/Temple
- PIT tests for My Dinh National Stadium – Hanoi
- Sonic tests for Apartment Buildings in International Village – Hanoi
- PIT tests for Viet-Japan Buildings, Bach Mai Hospital – Hanoi, Vietnam
- PDA tests of driven piles for Bac Ninh Multi-Purpose Gym – Bac Ninh Province

Education

*Doctor of
Philosophy
in Geotechnical
Engineering,
University of
Colorado,
Colorado
2009*

*MA in Civil
Engineering,
National
University of Civil
Engineering,
Vietnam
2001*

*BS in Civil
Engineering,
National
University of Civil
Engineering,
Vietnam
1993*





INFRASTRUCTURE

DIVIDER 3

PROJECT APPROACH



PROJECT TEAM

S&B is pleased to submit our Statement of Qualifications for the Constructability Review for The City of San Juan. We are excited about the opportunity to work with the city if selected. We offer our commitment to the project with the goal of closing out this project on time and on budget.

Project Management

S&B has built a team of experts to cover all aspects of the Constructability Review Services. Our team **Project Manager, Humberto Guerrero, PE**, has 15 years of experience in roadways, storm drainage, water/wastewater transmission lines and treatment. Mr. Guerrero is out of our McAllen office and has extensive experience preparation of plans, specifications, and estimates (PS&E), bidding and construction engineering and administration. Mr. Guerrero is surrounded by a team with over 150 years of experience. His team includes his **Deputy Project Manager, Jose Constate**, he has 36 years of experience in survey and construction inspection for pump/lift stations, roadways, water/wastewater, and storm water systems. Mr. Constate has also prepared bids and proposals, design constructability reviews, managed change orders and negotiated with contractors for various projects.

Constructability Review

Jose Gaytan, PE, and **Raymond Allen**. Mr. Gaytan has 32 years of experience in civil engineering and construction. He retired from the Texas Department of Transportation (TxDOT) and has extensive experience in most aspects of roadway related transportation engineering, including design and construction, project management, contract administration, and materials quality. Mr. Allen has 42 years of engineering, construction, leadership and management related experience. He has filled numerous roles in the Federal Government and as a Federal Government and TxDOT Representative. He has a strong track record in site development, programs, and project, construction and contract management, inspection and quality control. Proven abilities as a motivator, manager, organizer, planner and facilitator.



Capital Improvement Review

David Speicher, PE, ENV SP, has worked for and with many cities in Texas establishing and managing their CIP programs. Mr. Speicher has 27 years of experience in the engineering and construction of Water, Wastewater, Roads, Bridges and Storm Water. Additionally, he brings a thorough understanding and experience in both local and state requirements and standards. He is skilled in developing and managing Capital improvement Planning, Land Use and Zoning Planning, and Ordinance Writing. David has experience working in both private and public organizations including TxDOT as an area Assistant Engineer, Fort Worth Water Department as a Water Development/Capital Improvement Engineer and with the City of Denton, TX as the Development Review Administrator.

Construction Estimate Review

Daniel Garces, PE and Skyler LeVrier, EIT. Mr. Garces has 20 years of experience working primarily on transportation, storm water and water/wastewater projects. Daniel has developed many plans and

estimates in the Valley Region and understands the relative cost for both design and construction. Mr. LeVrier has 7 years of experience working directly under Mr. Garces. His experience is also in transportation, storm water and water/wastewater projects.

Change Order Review

Michael Riojas, PE and Daniel De Luna, PE. Mr. Riojas is one of our most experienced engineers. Michael has 39 years of overall experience, 23 years with S&B as a project manager managing transportation, water and sewer projects, twelve years with TxDOT where responsibilities included all aspects of highway design; plan review; construction project management. As Area Engineer for Karnes, Bee, Goliad, and Live Oak counties, he was responsible for coordination with local officials, as well as design, construction, and maintenance oversight for four-county area. Mr. De Luna has over 32 years of experience in Construction Project Management. He is proficient in the level of effort required and the timeliness to properly review, comment, address and resolve issues and move forward with PS&E and Construction change orders.



Pharr McAllen South Drain Outfall



Pharr McAllen South Drain Outfall

Geotechnical, Structural, and Testing Review (Design and Construction)

Our S&B Team is partnering with Millennium Engineers Group (MEG). MEG provides complete geotechnical engineering and consulting services, construction material engineering and testing, forensic testing, and consulting services to its client base of government and municipal agencies, educational institutions, architects, engineers, real estate developers, constructors, and private sector clients.

The Team in charge of Geotechnical, Structural, and Testing Review will include **Andres Palma, PE; Juan Borjon, PE; Humberto Palma, CWI, NICET; Raul Palma, PE; Dr. Thang Pham, PE.** Andres has over 17 years of experience in the engineering industry and vast knowledge in geotechnical engineering and construction materials testing in the South Texas area. The Team in charge of Geotechnical, Structural, and Testing Review will include **Andres Palma, PE; Juan Borjon, PE; Humberto Palma, CWI, NICET; Raul Palma, PE; Dr. Thang Pham, PE.** Andres has over 17 years of experience in the engineering industry and vast knowledge

in geotechnical engineering and construction materials testing in the South Texas area. Mr. Borjon has 8 years of experience which include mixed-use developments, urban mid-rise buildings, educational facilities, airport facilities, commercial low-rise to mid-rise buildings, water and wastewater treatment facilities, elevated water towers, industrial facilities, multi-family developments, churches, residential subdivisions and general retail centers. Humberto Palma has over 17 years' experience in the engineering & construction industry and vast knowledge in construction materials testing, quality assurance/quality control, and project management. Raul Palma has 37 years of experience in geotechnical engineering, foundation engineering, materials engineering, construction materials inspection & testing, management, and engineering design of highways, streets, and utilities. Dr. Pham has over 20 years' experience in the engineering industry and vast knowledge in geotechnical engineering. Projects that Dr. Pham has been involved with include urban High-rise buildings, urban mid-rise buildings, commercial low-rise to mid-rise buildings, water & wastewater, Pipelines, advanced In-situ testing, deep foundation design, retaining walls, and braced excavations/ deep excavations/ tunnels.



IH 35 Frontage Rd. Reconstruction

PROJECT APPROACH

Approach to Fulfilling the City's Objectives

S&B's approach to this solicitation will be to develop a close working relationship with City Staff to efficiently perform the requested services which include: **1. Review Capital Improvement Program (CIP), 2. Constructability Review, 3. Construction Estimates, 4. Change Orders.** Our approach will vary depending on the type of project assigned. Implementation of our approach will revolve around weekly, bi-weekly, or monthly meetings with City Staff. The Project Manager will be the line of communication between City Staff and the S&B Team. **Project Manager, Humberto Guerrero, PE,** will discuss project requirements and obtain any necessary background information. He will create the plan and direct the appropriate team members to begin the acquisition of all available supporting documents, conduct meetings with staff and other stakeholders.



HCTRA Ship Channel Bridge

Project Leadership

Our **Project Manager is responsible** for the overall completion of the project and its deliverables. Mr. Guerrero understands the importance of maintaining satisfied clients in these highly competitive times. He will control the progress and success of the project by assigning the proper staff to each individual task and sub-task.



The S&B team has over 200 years of experience in design and construction of Roadway, Water/Wastewater, Structural (bridges, retaining walls, etc.), Stormwater Systems, and Site designs including ADA sidewalks, Illumination, and Irrigation.

S&B's Project Principal is accountable for the entire contract. Our client's satisfaction is a priority and **Project Principal, Daniel O. Rios, PE**, will take a direct interest in the quality and timeline of the Project. Mr. Rios understands that Project Management and Technical roles are key to a successful project. Mr. Rios will meet with our Project Manager to review the project budget and performance. He will adjust resources as required in times of peak loads and accelerated schedules. The City Staff will be given direct access to Mr. Rios, should anything occur that is not in alignment with the City's goals.

Initiating a Project

The S&B Team's approach brings decades of experience from around Texas to provide quality designs to our clients. Our team has assisted several communities with similar assignments. S&B strives to ensure that our clients are receiving the best services when contracting our firm. When S&B is assigned a contract, we do our due diligence to assess the project with our recommendations to ultimately save "you", the client, money and time. For example, on a recent project we provided our client with a review of a drainage plan for a new development. Our Team discovered the design engineer did not determine the offsite drainage area as depicted on the plans, therefore the detention facilities, storm water pipes and the outfall were inadequate. In addition, some of the drainage system was placed through side yards with no easements which violated the City's development standards. S&B reported our findings to the City, and conducted a meeting with the City, developer, and developer's engineer. The engineer revised the plans and our follow up review of the plans, found no additional comments. By finding this issue early on we were able to save time and stay on budget. Our Team will ensure that we always have an open line of communication with the City to alleviate any issues early on that can cause project delays.



Our number one goal is to understand the City's needs and priorities. Our Team will meet with the City to gain a full understanding of the scope of work and project timeline. In the case where we need to expedite reviews or provide engineering judgements, we can and will perform several different tasks concurrently. The S&B's Team's extensive experience in design and construction gives us a unique understanding of the general practices, costs, and timing needed to complete a project.

Mr. Guerrero will develop a preliminary project scope that will list and prioritize the work tasks necessary to accomplish the City's objectives. Assignments will be set up to run concurrently to meet the City's required schedule. Additionally, Mr. Guerrero will develop a timeline and establish schedules and milestones to the City's satisfaction. He is a dynamic leader and can/will adjust the schedule and team to changes, additions or other factors, as requested by the City. An example of Mr. Guerrero's **Project Approach** is listed below.

1. Project Assignment

S&B will task the appropriate staff/team to complete the assignment. We will begin by analyzing all existing data acquired from the City, such as construction plans, estimates, change orders, capital improvement plan, existing studies, updated land use, and ordinances to name a few. Once



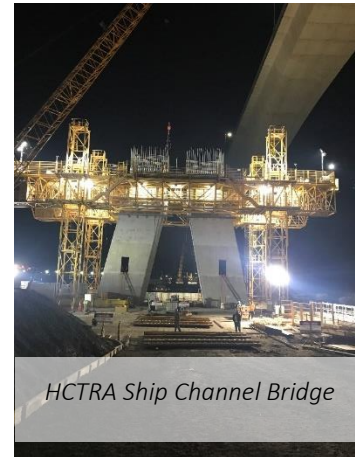
we have completed this assignment, we will finalize the proposal and submit to the City for review and approval. Our team can work concurrently on different assignment to ensure timely submittals of proposals. We will provide a proposal defining the scope, schedule, cost and exhibits as needed.

2. Notice to Proceed

Once contractual obligations meet the City's and S&B needs, we will begin work. In the event, any assignment requires an immediate action by S&B, we can proceed forward without finalizing an agreement.

3. Review and Analysis

The Project Manager, Deputy Project Manager and the Task Lead will develop and coordinate with the S&B Team assignments to the Team for reviewing data associated with the task, analyze reports, models, and other supporting documents. We will communicate with City staff, consultant design engineers, contractors and any stakeholders as needed. We will conduct site visits and if necessary, engage survey, geotechnical and subsurface utility engineering (if approved by staff). We can conduct utility coordination meeting with both public and franchise utility owners and conduct meeting with TxDOT and other governing agencies as necessary.



Example Construction abilities:

- Provide Value Engineering
- Constructability Review
- Construction Estimates
- Issuing Bid Documents
- Answering Bid Inquiries
- Conducting a Pre-Bid Conference
- Issuing Addendums
- Conducting a Bid Opening
- Tabulating Bids
- Review Qualification of Contractors
- Recommend Low Bid Award or alternate
- Issuing a Notice of Award and Notice to Proceed
- Construction Administration
- Managing Invoicing
- Inspection and Testing
- Change Orders
- Project Close Out

4. Reporting and Presenting

Upon completion of our review and analysis, we will develop reports, memorandums, letters or even emails (as directed by the staff) defining our interpretations and findings of our review and analysis. Our Team can also create exhibits and presentations to present to Staff, City Council and even Townhall Stakeholders meetings. We can review any storm water, and water/wastewater model and apply our findings in a presentation format. The team will be available to assist the City of San Juan staff with any questions concerning



construction engineering, bidding, procurement, administration, inspection and testing, as well as any preliminary engineering design, estimates, capital improvement plans, modeling and other supporting design documents.



INFRASTRUCTURE

DIVIDER 4

PROOF OF INSURABILITY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/25/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services, Inc. 10100 Katy Freeway, #400 Houston, TX 77043	CONTACT NAME: PHONE (A/C, No, Ext): 713-877-8975 FAX (A/C, No): 713-877-8974 E-MAIL ADDRESS:
INSURER(S) AFFORDING COVERAGE	
INSURER A : Hartford Fire Insurance Company	
INSURER B : Hartford Underwriters Insurance Company	
INSURER C : Allied World National Assurance Company	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
 S&B Engineers and Constructors, Ltd.
 See Attachment for Named Insureds
 7825 Park Place Blvd.
 Houston, TX 77087

COVERAGES

CERTIFICATE NUMBER: D7E8GNLZ

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			61 CSE QU2881	03/01/2021	03/01/2022	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐ OTHER:			61 CSE QU2882	03/01/2021	03/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$25,000			0311-7375	03/01/2021	03/01/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	61 WN QU2880	03/01/2021	03/01/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as an Additional Insured, where required by written contract on the General Liability, Automobile, and Umbrella Liability policies. Waiver of Subrogation, where required by written contract, in favor of Certificate Holder is included on the General Liability, Automobile, Workers Compensation and Umbrella Liability policies. Coverage is primary and non-contributory as respects to the General Liability policy as required by written contract. In the event of cancellation by the insurance companies, the General Liability, Automobile Liability and Workers' Compensation policies have been endorsed to provide (30) days Notice of Cancellation (except for non-payment) to the certificate holder shown below. General Liability policy includes contractual liability for insured contracts as defined in policy terms, conditions and exclusions. XCU Hazards are not excluded on the General Liability policy. All are as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

For Information Purposes Only	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
-------------------------------	--

AGENCY CUSTOMER ID: _____

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE****Page 2 of 2**

PRODUCER McGriff Insurance Services, Inc.		INSURED S&B Engineers and Constructors, Ltd. See Attachment for Named Insureds	
POLICY NUMBER		ISSUE DATE: 02/25/2021	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** _____ **FORM TITLE:** _____

Named Insureds:

S & B Engineers and Constructors, Ltd.
S & B Infrastructure, Ltd.
S & B Infrastructure Private, Ltd.
S & B Plant Services, Ltd.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/26/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services, Inc. 10100 Katy Freeway, #400 Houston, TX 77043	CONTACT NAME:	
	PHONE (A/C, No, Ext): 713-877-8975	FAX (A/C, No): 713-877-8974
INSURED S&B Engineers and Constructors, Ltd. 7809 Park Place Blvd P.O. Box 266245 Houston, TX 77087-4639	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Steadfast Insurance Company	
	INSURER B :	
	INSURER C :	
	INSURER D :	
INSURER E :		
INSURER F :		
NAIC #		
26387		

COVERAGES**CERTIFICATE NUMBER:** ETFCU7WD**REVISION NUMBER:**

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

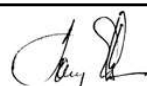
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / ☐ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			EOC 0533207-03	03/01/2021	03/01/2022	Per Claim/Aggregate \$ \$ \$ \$ \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

For Informational Purposes Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE 



INFRASTRUCTURE

DIVIDER 5

GOOD FAITH EFFORT PLAN
(GEEP): EXHIBIT "A"



EXHIBIT "A"
GOOD FAITH EFFORT PLAN FOR
PROFESSIONAL AND OTHER CONSULTING SERVICES
SUB-CONTRACTS
(Pages 17 - 20)

FOR

RFQ NO. 21-02-02-22 2ND Amended – Constructability Review Services

SECTION A - PROPOSER INFORMATION:

Name of Firm: S&B Infrastructure, Ltd.

Address: 5408 North 10th Street

City: McAllen State: TX Zip: 78504

Contact Person: Humberto Guerrero, PE Telephone: 956.926.5000

Email Address: hguerrero@sbinfra.com Fax: 956.994.0427

Is your firm Certified: Yes ☐ No: ☒ If certified, Certification Number: N/A

Type of Certification: ☐ SBE ☐ WBE ☐ MBE

Prime's Percent Participation on this Project 75% %

1. List ALL SUBCONTRACTORS/SUPPLIERS that will be utilized on this project/contract.

Name & Address of Company	Scope of Work/Supplies to be Performed/Provided by Firm	% Level of Participation on this Project	If Firm is Certified, Provide Certification Number and attach copy of Certification Affidavit
1. Millennium Engineers Group, Inc. 5804 North Gumwood St. Pharr, TX 78557	Constructability Review, Construction Estimate Review Change Order Review	25%	South Central Texas Regional Certification Agency (SCTRCA) Certification No.: 219056103
2.			
3.			
4.			

SECTION B. – SMWB COMMITMENTS

The SMWB goal on this project is 25 %

1. The undersigned proposer has satisfied the requirements provided in the Divider #5 specification section (on page 13 of 22) of this document in the following manner (please check the appropriate space):

X The proposer is committed to a minimum of 25% SMWB utilization on this contract.

 The proposer, (if unable to meet the SMWB goal of 25%), is committed to a minimum of % SMWB utilization on this contract. *(If contractor/consultant is unable to meet the goal, please fill out Section C and submit documentation demonstrating good faith efforts).*

2. Name and phone number of person appointed to coordinate and administer the SMWB requirements on this project.

Name: Humberto Guerrero, PE

Title: Project Manager

Phone Number: 956.926.5000

IF THE SMWB GOAL WAS MET, PROCEED TO AFFIRMATION AND SIGN THE GFEP. IF GOAL WAS NOT MET, PROCEED TO SECTION C .

SECTION C – GOOD FAITH EFFORTS (Fill out only if the SMWB goal was not achieved).

1. List all firms you contacted with subcontracting/supply opportunities for this project that will not be utilized for the contract by choice of the proposer, subcontractor, or supplier. Written notices to firms contacted by the proposer for specific scopes of work identified for subcontracting/supply opportunities must be provided to subcontractor/supplier not less than five (5) business days prior to bid/proposal due date. The following information is required for all firms that were contacted for subcontracting/supply opportunities.

Name & Address of Company	Scope of Work/Supplies to be Performed/Provided by Firm	Is Firm SMWB Certified?	Date Written Notice was Sent & Method (Fax, Letter, E-Mail, etc.)	Reason Agreement was not reached?
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

(Use additional sheets as needed)

In order to verify a proposer's good faith efforts, please provide to the City of San Juan copies of the written notices to all firms contacted by the proposer for specific scopes of work identified in relation to the subcontracting/supply opportunities in the above-named project. Copies of said notices must be provided to the SMWB Program Manager within five (5) business days after the response is due. Such notices shall include information on the plans, specifications, and scope of work.

2. Did you attend the pre-proposal conference scheduled for this project? Yes No

3. List all SMWB listings or directories, contractor associations, and/or any other associations utilized to solicit SMWB Subcontractors/suppliers.

4. Discuss efforts made to define additional elements of the work proposed to be performed by SMWBs in order to increase the likelihood of achieving the goal:

5. Indicate advertisement mediums used for soliciting bids from SMWBs. (Please attach a copy of the advertisement(s):

AFFIRMATION

I hereby affirm that the above information is true and complete to the best of my knowledge. I further understand and agree that, this document shall be attached thereto and become a binding part of the contract.

Name and Title of Authorized Official:

Name: Daniel O. Rios, PE

Title: President

Signature:  Date: 03/08/2021

NOTE:

This Good Faith Effort Plan is reviewed by City of San Juan. For questions and/or clarifications, please contact Rene J. Jaime, Purchasing Agent by email at RJaime@sjtx.us. (All emails shall have the RFQ No. 21-02-02-22 Constructability Review Services in the Subject Line). If the SMWB goal was not met, the City of San Juan will evaluate the "good faith efforts" of the respondent.



South Central Texas Regional Certification Agency

“Increasing economic prosperity by creating opportunities and eliminating barriers”

www.sctrca.org

May 13, 2019

Raul Palma
Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, TX 78540

Dear Raul Palma:

We are pleased to inform you that your application for certification in our Small, Minority, Woman and Veteran Business Enterprise (S/M/W/V) Program has been approved. Your firm met the requirements of the SCTRCA Policy and Procedure Manual and is currently certified as a:

***ESBE HABE MBE SBE**

Certification Number: **219056103**

Certification Expiration: **May 31, 2021**

Providing the following products or services:

NAICS 541330: CIVIL ENGINEERING SERVICES

NAICS 541370: LAND SURVEYING SERVICES

NAICS 541380: GEOTECHNICAL TESTING LABORATORIES OR SERVICES

NAICS 541990: ALL OTHER PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES

On the two year anniversary date of your certification, you are required to provide a renewal application affirming that no changes have occurred affecting your certification status. The SCTRCA will send you a Certification Renewal reminder **sixty (60) days** prior to your expiration date. The SCTRCA will no longer include a certificate upon certification renewals. **Your expiration date is May 31, 2021.**

Please notify this office within **thirty (30) days** of any changes affecting the size, ownership, control requirements, or any material change in the information provided in the submission of the certification application. Thank you in advance.

Sincerely,

Charles Johnson,
Executive Director



Business & Contact Information

BUSINESS NAME	Millennium Engineers Group, Inc.
OWNER	Mr. Raul Palma
ADDRESS	5804 North Gumwood St. Pharr, TX 78557
PHONE	956-702-8500
FAX	956-702-4180
EMAIL	rpalma@megengineers.com
WEBSITE	http://www.megengineers.com
COUNTY	Hidalgo (TX)

[Map This Address](#)

Certification Information

CERTIFYING AGENCY	Texas Department of Transportation
CERTIFICATION TYPE	DBE - Disadvantaged Business Enterprise
CERTIFIED BUSINESS DESCRIPTION	Civil engineering services Geotechnical testing laboratories or services All Other Professional, Scientific, and Technical Services Environmental consulting services Construction engineering services Land surveying services Professional Services - includes consulting engineers, architects, and surveyors Boring, for building construction Core drilling and test boring for construction Foundation drilling contractors Soil test drilling

Commodity Codes

Code	Description
NAICS 238910	Boring, for building construction



INFRASTRUCTURE

DIVIDER 6

MANAGEMENT AND
ORGANIZATIONAL APPROACH

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.

S&B Infrastructure, Ltd.

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

03/08/2021
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.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

S&B Infrastructure, Ltd.
Houston, TX United States

Certificate Number:
2021-724378

Date Filed:
03/08/2021

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of San Juan

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFQ No. 21-02-02-22
Constructability Review Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Rios, Daniel	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Daniel O. Rios, PE, and my date of birth is 09/12/1962.

My address is 15150 Memorial Drive, Houston, TX, 77079, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Harris County, State of Texas, on the 08 day of March, 20 21.
(month) (year)



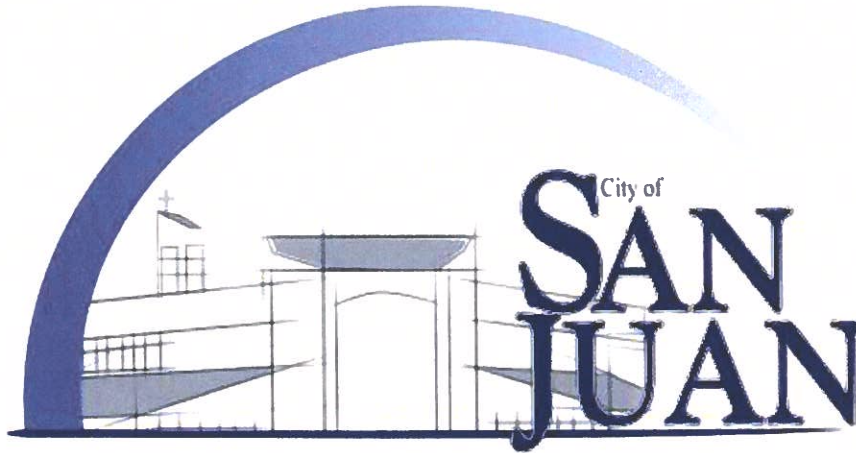
Signature of authorized agent of contracting business entity
(Declarant)



INFRASTRUCTURE

DIVIDER 7

SIGNED AND COMPLETED
ORIGINAL OF RFQ PACKET
NO. 21-02-02-22



2nd Amended on February 26, 2021 at 4:30 PM

**REQUEST FOR QUALIFICATIONS (RFQ)
RFQ No. 21-02-02-22**

Constructability Review Services

REQUEST FOR QUALIFICATIONS (RFQ)
RFQ No. 21-02-02-22

For Constructability Review Services

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REQUEST FOR QUALIFICATIONS

Request for Qualifications (RFQ) for Constructability Review Services are to be addressed to Rene J. Jaime, Purchasing Agent, City of San Juan, 709 S. Nebraska Ave., San Juan, Texas, 78589-2649 and will be received on or before Monday, March 11, 2021 until 10:00 a.m. at which time they will be taken to the City Hall Conference Room, and the names of the responding firms will be read aloud. Submissions are to have a return address on their envelope and are to be addressed as follows:

Request for Qualifications for Constructability Review Services, No. 21-02-02-22

Purchasing Department
City of San Juan
709 S. Nebraska Avenue
San Juan, Texas 78589-2649

Specifications can be obtained by calling the Purchasing Department 956.223.2200, by picking them up at the San Juan City Hall, 709 S. Nebraska, San Juan, Texas between the hours of 8:30 a.m. – 4:30 p.m., Monday thru Friday, or by downloading them from the City's web-site, www.cityofsanjuantexas.com.

Be advised that if a company downloads the RFQ documents from the web page and/or is contemplating submitting a RFQ, the respondent must register with the Purchasing Department so that any changes/additions via Addendum can be forwarded to the company. Register with the Purchasing by e-mail at rjaime@sjtx.us. In the subject line of your all your related emails, please include the RFQ No. and name. In the body of your email, please include the company's name, address, and phone number, as well as the contact person's name and title.

The City of San Juan reserves the right to refuse and reject any or all qualifications and to waive any or all formalities or technicalities or to accept the qualification to be the best and most advantageous to the City, and hold the qualification for a period of 60 days without taking action. Qualifications submitted past the aforementioned date and time will not be accepted. **Caution to those submitting qualifications; those not in the proper form may be rejected.**

**CITY OF SAN JUAN
REQUEST FOR QUALIFICATIONS
FOR CONSTRUCTABILITY REVIEW SERVICES**

I. PURPOSE OF RFQ

The City of San Juan, Texas, invites the submittal of responses to this Request for Qualifications (RFQ) from qualified firm(s) interested in providing Constructability Review Services as herein outlined.

II. LOCATION

San Juan Utilities Department.

III. OBJECTIVE

City of San Juan is seeking statements of qualification from consultants to verify construction estimates and to review engineering drawings for constructability. These services will enhance the quality of services currently being provided by improving the accuracy and quality of plan and specification documents. The information that will be developed will be utilized to help ensure that these documents are complete and accurate, coordinated, biddable and buildable.

IV. SCOPE OF SERVICE

The scope consists of the following, but not limited to:

- Review Capital Improvement Program (CIP) budget amounts planned for individual projects and prepare reports for COSJ management on detected project cost variances;
- Provide detailed constructability reviews with recommendations for alternative means and methods of construction activities, value engineering, scheduling and construction sequencing that will potentially reduce costs of the project;
- Review of construction estimates prepared by other Consultants, and prepare detailed estimates of labor and material costs, showing unit prices, based on past comparable unit costs specifically associated with the South Texas Market;
- Perform reviews of Change Orders and make recommendations regarding their associated costs and time related to projects;

V. PROJECT FUNDING

Funding for the work described herein will be provided from the various sources as determined upon approval by the City Commission. Including but not limited to the San Juan Utility Fund. In addition, the Project Budget is to be determined after the Scope of Work is developed.

VI. SELECTION PROCESS

Selection of the firm will follow the proposal-interview process.

From a review of the statements of qualification received, and after a recommendation from the City Manager, the City may invite a "short – list" of firms to be interviewed before making a final selection of a firm for this project.

The statements of qualifications received will be one part of the selection process utilized by the City, together with possible interviews, to determine if a contract should be pursued. The City Commission may request that short presentations to be made during a City Commission meeting to assist them in their decision. If interviews take place, the respondents' submissions will be the documentation under consideration.

The selected respondent will then negotiate with the City on fee and contract conditions. If a reasonable fee cannot be achieved with the respondent of choice, negotiations will then proceed with the respondent of second choice until a mutually agreed contract can be negotiated.

VII. EVALUATION CRITERIA

City of San Juan will review, evaluate, and rank the proposals according to a numerical scoring system based on the responses to the criteria listed below. Those firms with proposals deemed most beneficial to COSJ will enter into negotiations for a contract to perform the services detailed in this SOQ.

- A. Project Team's Demonstrated Competence and Experience – 35 points
Qualifications of firm, specifically as they relate to this Project.
- B. Project Team and Resumes – 20 points
Related project experience of the firm(s) and the individuals who would be assigned to this Project.
- C. Project Approach - 30 points
This criterion would include resources or methodologies commonly used by the firm that may be applicable to the project categories.
- D. Adherence to Affirmative Action and Small, Minority and Woman Business (SMWB) Participation (Exhibit "A" Good Faith Effort Plan) – 15 points

VIII. ADDITIONAL INSTRUCTIONS, NOTIFICATIONS AND INFORMATION

- A. **Term of Contract** – The contract term shall be for one (1) year and will be work-order based.
- B. **No Gratuities** – Respondents will not offer any gratuities, favors, or anything of monetary value to any official or employee of the City of San Juan for the purpose of influencing this selection. Any attempt by a Respondent to influence the selection process by any means other than disclosure of qualifications and credentials through the proper channels, will be grounds for exclusion from the selection process. Accordingly, contacts with members of the City Staff, which are outside of the establish process should not be initiated.
- C. **All Information True** – By submitting a response, respondents represent and warrant to the City that all information provided in the response submitted shall be true, correct and complete. Respondents who provide false, misleading or incomplete information, whether intentional or not, in any of the documents presented to the City of San Juan for consideration in the selection process may be excluded.
- D. **Interviews** – After the initial evaluation of the statements of qualifications, the Respondents will be notified of their status in the selection process. Respondents who are "short-listed" should expect and anticipate subsequent interviews which will most likely focus not only on the Respondent's program approach, but on an appraisal of the design professionals who would be directly involved in the Project. "Short listed" respondents may be asked to make a presentation to the City Commission.
- E. **Inquires** – Do not contact the Mayor, City Commission, or Staff to make inquiries about the progress of this selection process. Respondents will be contacted when it is appropriate to do so. Process inquiries may be directed to Mr. Rene J. Jaime, Purchasing Agent for the by e-mail at RJaime@sjtx.us, email communications should include the RFQ number and name in its subject line.
- F. **Cost of Responses** – The City will not be responsible for the costs incurred by anyone in the submittal of responses.
- G. **Contract Negotiations** – This RFQ is not to be construed as a contract or as a commitment of any kind. If this RFQ results in a contract offer by the City the specific scope of work, associated fees, and other

contractual matters will be determined during contract negotiations. To ensure that the appropriate Staff is assigned to the Project, the City intends to make the inclusion of a "key persons" clause a part of the contract negotiations.

- H. **No Obligation** – The City reserves the right to evaluate the responses submitted; waive any irregularities therein; select candidates for the submittal of more detailed or alternate proposals; accept any submittal or portion of submittal; reject any or all Respondents submitting responses, should it be deemed in the City's best interest; or cancel the entire process.
- I. **Requirement** - Submitting firms must have performed similar constructability review services in the past three (3) years.

CITY CONTACT

Sealed submittals, one (1) marked original and one (1) electronic copy on a USB flash drive, are to be submitted in response to this Request for Qualification (RFQ), as well as any questions, and requests for clarifications or for general information are to be emailed to:

Rene J. Jaime, Purchasing Agent
City of San Juan
709 S. Nebraska Ave.
San Juan, Texas 78589-2649
Email: RJaime@sjtx.us

Submittals by fax or email will be rejected.

The individual above may be contacted by email for clarification or to answer related technical questions for Request for Qualifications (RFQ) only. All contact shall be made electronically.

Any non-written representations, explanations, or instructions given by City Staff are not binding and do not form a part of, or alter in any way, the RFQ, a written agreement pertinent to the RFQ, or the awarding of the contract.

Replies: Responses to inquiries which directly affect an interpretation or effect a change to this RFQ will be issued in writing by addendum posted to the City website. All such addenda issued by the City prior to the submittal deadline shall be considered part of the RFQ. The City shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.

Acknowledgement of Addenda: The Proposer must acknowledge all addenda by signing and returning such completed document(s) by email to RJaime@sjtx.us as instructed herein.

Under no circumstances will private meetings be scheduled between RFQ Respondents and/or their Representatives and/or City Representatives prior to submittal deadline.

Questions and/or requests for RFQ clarifications must be submitted in writing and received by Friday, March 5, 2021 at 10:00 AM.

CONFIDENTIALITY OF RESPONSE CONTENT

All submittals offered in response to this RFQ shall be held confidential until an agreement is awarded. Following the agreement award, submittals are subject to release as public information unless the submittal or specific parts of the submittal can be shown with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. The City assumes no obligation or responsibility for asserting legal arguments on behalf of potential responders.

If a responder believes that a submittal or part of a submittal is confidential then the responder shall so specify. The responder shall stamp in bold red letter the term "**CONFIDENTIAL**" on that part of the submittal, which the responder believes to be confidential. Vague and general claims as to confidentiality shall not be accepted. All submittals and parts of submittals that are not marked as confidential will be automatically considered public information after the agreement is awarded.

All submittals become property of the City and will not be returned to the engineering firm.

CONFLICT OF INTEREST

Effective March 1, 2006, Chapter 176 of the Texas Local Government Code (House Bill 914) requires that any vendor or person considering doing business with a local government entity disclose the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. The Conflict of Interest Questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us and herein, see Appendix A. Complete Conflict of Interest Questionnaires may be mailed or delivered by hand to the Purchasing Agent. Attach completed Conflict of Interest Questionnaires to your RFQ submittal.

Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest may automatically result in the disqualification of the vendor's submittal.

A current list of City of San Juan officers is available in the office of the City of San Juan City Secretary, City Hall or on the City's website at <http://www.cityofsanjuantexas.com>. If you are considering doing business with the City of San Juan or the City of San Juan Economic Development Corporation and have an affiliation or business relationship that requires you to submit a completed Form CIQ, it must be filed with the records administrator (City Secretary) of the City of San Juan not later than the 7th business day after the date you become aware of facts that require the form to be filed. See Section 176.006, Texas Local Government Code. It is a Class C misdemeanor to violate this provision.

By Submitting a response to a City of San Juan Request for Proposals, Request for Bids, or Request for Qualifications or by conducting business with the City, you are representing that you are in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

LOCAL GOVERNMENT OFFICERS OF THE CITY OF SAN JUAN
As defined by Chapter 176 of the Texas Local Government Code
(Revised 8/6/13)

For purposes of completion of the required Conflict of Interest Questionnaire for the City of San Juan (required by all Vendors who submit bids/proposals), Local Government Officers are:

City of San Juan City Commission:

Mayor: Mario Garza
Mayor Pro-Tempore: Leonardo "Lenny" Sanchez
Commission Members:

Jesus "Jesse" Ramirez
Ernesto "Neto" Guajardo
Marco "Markie" Villegas

City Manager: Benjamin Arjona

City of San Juan Staff:

Director of Finance: Leroy Gonzales
Director of Planning: Roberto Escobar
Purchasing Agent: Rene J. Jaime

Other Local Government Officers of the City of San Juan include the following:

1. Board and Commission members and appointed members by the Mayor and City Council;
2. Board Members of the San Juan Economic Development Corporation;
3. The Executive Director and staff of the San Juan Economic Development Corporation.

Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ) which is found in Appendix A. The form must be filed with the City Secretary no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the City, or submits an application, response to a request for proposals or bids, correspondence, or other writing related to any potential agreement with the City.

DISQUALIFICATION

The applicant may be disqualified for any of the following reasons:

- The applicant is involved in any litigation against the City of San Juan;
- The applicant is in arrears on any existing contract or has defaulted on a previous contract with the City;
- The applicant is debarred, suspended, or otherwise excluded from or ineligible for participation in State or Federal assistance programs.

FORM 1295 CERTIFICATE OF INTERESTED PARTIES

Certificate of Interested Parties: In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. Please go to the Texas Ethics Commission webpage (www.ethics.state.tx.us) for full instructions and to complete the required steps for creation of Form 1295. Once the form is completed online, printed and signed please return the form with your proposal submission.

DISCLOSURE OF LITIGATION

Each responder shall include in its submittal a complete disclosure of any civil or criminal litigation or investigation pending which involves the responder or in which the responder has been judged guilty.

EX PARTE COMMUNICATION

Please note that to ensure proper and fair evaluation of a submittal, the City prohibits ex parte communication (e.g., unsolicited) initiated by the responder to the Mayor, City Commission, or City Staff to make inquiries about the progress of this selection process. Respondents will be contacted when it is appropriate to do so. Process inquiries may be directed to Rene J. Jaime, Purchasing Agent for the City by email at rjaime@sjtx.us.

INDEMNIFICATION

The successful responder shall indemnify, save harmless and exempt the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, or fees incident to any work done as a result of this response and arising out of a willful or negligent act or omission of the successful responder, its officers, agents, servants, and employees; provided however, that the successful responder shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney fees arising out of a willful or negligent act or omission of the City, its officers, agents, servants and employees, or third parties.

LEGAL REQUIREMENTS

All parties offering submittals shall comply with federal, state and local laws and mandates relative to the preparation of submittals and the services to be provided and all applicable federal laws and regulations. Specifically the services to be provided are expected to be in compliance with the: American with Disabilities Act (ADA); Age Discrimination in Employment Act (ADEA); Consolidated Omnibus Budget Reconciliation Act (COBRA); Family and Medical Leave Act (FMLA); Health Portability and Accountability Act of 1996 (HIPPA) and all applicable federal and state requirements, including without limitation, ERISA, the Internal Revenue Code and its Act of 1994 (USERRA), insurance laws and regulations, and state anti-discrimination requirements. All submittals will be presumed to be in compliance with all applicable laws.

SUBMITTAL CONTENTS

The contents of the response submitted by the successful firm and this RFQ will become part of any contract award. The successful firm shall be expected to sign a contract with the City. The response and this RFQ shall be incorporated by reference into the contract as though fully set forth therein.

RIGHT OF RETENTION

The City of San Juan reserves the right to retain all responses submitted and to use any ideas in a submittal regardless of whether that submittal is selected. Submission of a response indicates acceptance by the firm of the conditions contained in this RFQ, unless clearly and specifically noted in the response and confirmed in the contract between the City of San Juan and the firm selected. Under no circumstances shall a responder whose submittal has not been accepted be entitled to any claims for compensation. The City reserves the right to hold a RFQ for 60 days without taking action.

REQUIRED INSURANCE

Certificate of Insurance should be made to the City of San Juan, 709 S. Nebraska, San Juan, Texas 78589 and should reference the RFQ number and name. Prior to an agreement being entered into proof of required insurance shall be emailed to Rene J. Jaime, Purchasing Agent at RJaime@sjtx.us.

All certificates must be received prior to commencement of service/work. All Certificates of insurance shall be approved by the Purchasing Agent prior to the commencement of any work. Available proof of insurance should be provided with RFQ submission and remaining proof of insurances are to be provided prior to commencement of the project.

In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued thirty (30) days prior to said expiration date. The City must be notified at least thirty (30) days prior to any material change in and/or cancellation and/or non-renewals of such policies.

The term "City" shall include The City of San Juan and their employees, officers, officials, agent, and volunteers in respect to the contracted services. Any failure on the part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirement.

The City reserves the right to make reasonable requests or revisions pertaining to the types and limits of that coverage.

During the term of the Contract, the successful respondent/selected firm shall acquire and maintain, for the duration of the contract period the following insurances:

- A. Comprehensive Commercial General Liability: The Respondent/Selected Firm shall provide minimum limits of \$1,000,000 each occurrence, \$2,000,000 annual aggregate combined single limit for bodily injury and property damage liability. This shall include premises/operations, independent contractors, products, completed operations, personal and advertising injury, and contractual liability. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs maintained by the City and shall name the "City of San Juan" as an additional insured with a waiver of subrogation. The policy of insurance shall be written on an "occurrence" form.
- B. Business Automobile Liability: The Respondent/Selected Firm shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

Applicable as long as no fragile or perishable products are transported; otherwise, Cargo Insurance is required.

This policy of insurance shall name the "City of San Juan" as an additional insured.

- C. Umbrella/Excess Liability: Respondent/Selected Firm shall provide umbrella/excess coverage with limits of no less than \$1,000,000 excess of Commercial General Liability, Employer's Liability and Auto Liability.
- D. Workers' Compensation: The respondent/selected firm shall provide and maintain workers' compensation insurance for all employees in the full amount required by statute and full compliance with the applicable laws of the State of Texas. Employer's Liability insurance shall be provided in amounts not less than \$1,000,000 per accident for bodily injury by accident; \$1,000,000 policy limit by disease; and \$1,000,000 per employee for bodily injury by disease."
- E. Professional Liability Insurance – The Respondent shall have the appropriate liability insurance written by an insurer authorized to transact insurance in the State of Texas. In addition to Professional Liability Insurance, respondents are also to provide with their submission proof of the following insurances:

- F. Other Provisions: All insurance carriers shall be rated A6 or better and be published on a current A.M. Best Rating Guide, or some other recognized equivalent rating service (e.g., Moody's, Standard & Poor's). The City may request a copy of the insurance policy according to the nature of the project. City reserves the right to accept or reject the insurance carrier. All Certificates of Insurance shall be provided on the Acord Form 25. All insurance requirements are imposed and must be complied with by any and all sub-contractors, and/or lower-tier subcontractors. A copy of endorsements providing Additional Insured, Primary Insurance and Waiver of Subrogation wording shall be attached to the certificates of insurance.
- G. **SURVIVAL** - Any and all representations, conditions and warranties made by Consultant under this Contract including, without limitation, the provisions of Section 1.a.1) of **these Commercial Insurance Specifications and Certificates of Liability Insurance Requirements** are of the essence of this Contract and shall survive the execution and delivery of it, and all statements contained in any document required by COSJ whether delivered at the time of the execution, or at a later date, shall constitute representations and warranties hereunder.
- H. Commencing on the date of this Contract, the CONSULTANT / RESPONDENT shall, at his own expense, purchase, maintain and keep in force such lines of insurance coverage as will protect him and the City of San Juan ("COSJ") and their employees and agents from claims, which may arise out of or result from his operations under this Contract, whether such operations are by himself, by any sub-consultant, supplier or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable, including, without limitation, the insurance coverage listed herein.

IX. SUBMITTAL INSTRUCTIONS

Request for Qualifications (RFQ) for Constructability Review Services are to be addressed to Rene J. Jaime, Purchasing Agent, City of San Juan, 709 S. Nebraska Ave., San Juan, Texas 78589 and will be received on March 11, 2021 until 10:00 AM at which time they will be taken to the City Hall Conference Room, and the names of the responding firms will be read aloud. Submissions are to have a return address on their envelope and are to be addressed as follows:

Request for Qualifications for Constructability Review Services, RFQ No. 21-02-02-22
Purchasing Department
City of San Juan
709 S. Nebraska Avenue
San Juan, Texas 78589-2649

To enable the City to efficiently evaluate the responses, it is important that the Respondents follow the required format in preparing their responses. Responses that do not conform to the prescribed format may not be evaluated.

Each copy of the responses shall be bound to ensure pages are not lost. Pages shall be no larger than letter size (8 ½" by 11") or, if folded to that dimension, twice letter size (11" by 17") each section (defined below) shall be separated by a tabbed divider. Elaborate covers and permanent binders are not required.

X. CONTENT OF SUBMITTAL

Each response shall be submitted as outlined in this section. Please include an outside cover and/or first page, containing the name of the Project.

A table of contents should be next, followed by dividers separating each of the following sections:

- **Divider #1: Statement of Project Team's Demonstrated Competence and Experience of the Project**

1. Cover Letter – prepared on the letterhead of the lead respondent, which summarizes the relevant characteristics that distinguish the respondent in its ability to work with COSJ on this project. The cover letter should identify each team member and his or her role. It should also identify a principal contact person authorized to commit the respondent to a contractual agreement. In addition to providing the name of a principal contact person, the address, telephone number, facsimile number, and email address of said individual shall be provided
2. Provide a brief description of your firm and its history providing the scope of services.
3. Detail how your firm has the unique abilities to provide the services per the supplied scope.
4. Provide a summary of not more than one (1) page detailing the unique qualifications of any, and each, sub-consultant.
5. Please demonstrate similar prior experience and provide no less than three references as specified below:

Provide a list of all current and/or previous projects (a maximum of 5) in the last three years, in which the Respondent has performed professional services similar to those sought in this solicitation. This list should include:

- Name of client
- Name and title of contact
- Contact information (Telephone, Email, etc.)
- Location (city and state)
- Duration of assignment
- Respondent's role in project

- **Divider #2: Project Team and Resumes**

1. Provide a team organization chart
2. Provide a resume for each team member to include expertise directly related to the scope of services. It shall be not more than one (1) page per person and cover the capabilities, professional experience and qualifications of each team member. Resumes shall include the team member's name, title, education, brief overview of professional experience, and team member licenses or professional affiliations.

- **Divider #3: Project Approach**

1. Describe what steps, tools, and methods you will employ to assist COSJ in achieving its constructability review goals.
2. Describe and demonstrate your firm's ability to perform the scope of services in a timely manner.
3. Detail how you have quickly performed similar services in the past.

- **Divider #4: Proof of Insurability:**

1. Respondent shall submit a copy of their current insurance certificate related to those required herein.
2. Submit a letter from insurance provider stating provider's commitment to ensure the Respondent for the types of coverage listed and at the levels specified herein if awarded a contract under this RFQ.

- **Divider #5: Good Faith Effort Plan (GEEP): Exhibit "A"**

- i. Policies on Equal Opportunity and SMWB

1. Equal Employment Opportunity Requirements - COSJ highly encourages Respondents to implement Affirmative Action practices in their employment programs. This means Respondents should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, national origin, political belief or affiliation, age, disability or genetic information.

The COSJ City Commission has adopted a policy to establish and oversee a program that will support the inclusion of small, minority and woman-owned businesses (SMWB). It is the policy of COSJ that it will ensure that small, minority, and woman-owned businesses have an equal opportunity to receive and participate in COSJ contracts. It is our policy to:

- Ensure nondiscrimination in the award and administration of COSJ contracts;
- Create a level playing field on which SMWBs can compete fairly for COSJ contracts;
- Ensure that only firms that attempt to meet small, minority, and woman-owned business good faith efforts are considered for contract awards.

Respondent's commitment to COSJ SMWB policy will be based on meeting or exceeding the minimum SMWB goal of 25%. The minimum goal is based on the total contract value. Points will be awarded based on the formula below:

- Minority and Women Owned Firms primes
 - Awarded 15 points
 - Small Business Enterprises (SBEs) primes
 - Awarded 5 points plus,
 - Subcontractor SMWB % participation X 20
 - Maximum of 10 points
 - Non-SMWB primes
 - Subcontractor SMWB % participation X 20
 - Maximum of 10 points
2. All SMWBs responding to COSJ solicitations as either prime or subcontractors, consultants, or vendors will require certification as an SMWB. SMWB certification will be accepted from The South-Central Texas Regional Certification Agency (SCTRCA), the Texas Historically Underutilized Business (HUB) Program, or federal SMWB designation as found in the System for Award Management "SAM" website at www.sam.gov. In order to comply with the SMWB goal in the GFEP, all firms submitted as SMWB must provide a copy of their certification certificate.
 3. The SMWB goal is expressed as a percentage of the total dollar amount of the contract going to SMWBs for those areas which the Respondent has subcontracted or anticipates to subcontract, including any future contract amendments. The goal shall also apply to contract amendments that require work beyond the scope of services originally required to accomplish the project.
 4. The Respondent agrees to employ good faith efforts to carry out this policy through award of subconsultant contracts to SMWBs to the fullest extent possible.

5. The COSJ GFEP will be used for scoring purposes based upon SMWB participation. However, all subcontractors and/or suppliers, whether SMWB-certified or not, must be listed in the GFEP for the information provided in the GFEP will be utilized in the development of the final contract/agreement. The GFEP format is attached as Exhibit "A." This form is required and considered part of the response to the RFP/RFQ. Should the Good Faith Effort Plan not be submitted, the proposal may be considered non-responsive.

- **Divider #6: Management and Organizational Approach**

1. A completed Conflict of Interest Questionnaire: Appendix A – CIQ Form pg. 1 of 2
2. A completed Form 1295 Certificate of Interested Parties

- **Divider #7: Signed and completed original of RFQ Packet No. 21-02-02-22**

Firm is responsible for registering by email for notice of addendums.

Firm agrees that the City will not be responsible for any errors, omissions, inaccuracies, or incomplete statements in this RFQ. Firm accepts all terms of the RFQ submittal process by signing this letter of interest and making the RFQ submittal.

This RFQ shall be governed by and construed in all respects according to the laws of the State of Texas.

Firm's Name: S&B Infrastructure, Ltd.

Authorized Signature: 

Print Name: Daniel O. Rios, PE

Title: President

Date: 03/08/2021

Telephone: 713.845.4986

E-Mail: dorios@sbinfra.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.

S&B Infrastructure, Ltd.

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

03/08/2021
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.

Addendum No. 1

February 22, 2021 at 9:00 AM
Constructability Review Services
RFQ No. 21-02-02-22

Please note changes as follows:

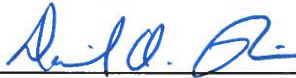
1st Amended on February 22, 2021 at 9:00 AM

~~The bid opening date has been changed to Monday, March 1, 2021 at 10:00 AM~~

~~Submissions are to be received on or before March 1, 2021 at 10:00 AM.~~

I acknowledge receipt of Addendum No. 1 dated February 22, 2021 for RFQ 21-02-02-22 Constructability Review Services.

By:



Signature

Print Name & Title:

Daniel O. Rios, PE - President

Firm / Company Name:

S&B Infrastructure, Ltd.

Date:

03/08/2021

Email completed copies of all addendum acknowledgement pages to RJ Jaime@sjtx.us no later than 10:00 AM on February 25, 2021 at 10:00 AM.

Addendum No. 2

February 26, 2021 at 2:00 PM
Constructability Review Services
RFQ No. 21-02-02-22

Please note changes as follows:

2nd Amended on February 26, 2021 at 3:00 PM

- * The bid opening date has been changed to Monday, March 11, 2021 at 10:00 AM
- * Submissions are to be received on or before March 11, 2021 at 10:00 AM.
- * Exhibit "A" Good Faith Effort Plan for Professional and other Consulting Services Sub-Contracts has been added for submission. *(Found on page 13 of 22)*
- * How to submit references has been clarified in the Divider #1 section found on page 12 of 17.
- * Questions and/or requests for RFQ clarifications must be submitted in writing and received by Friday, March 5, 2021 at 10:00 AM.

I acknowledge receipt of Addendum No. 2 dated February 26, 2021 for RFQ 21-02-02-22 Constructability Review Services.

By:



Signature

Print Name & Title:

Daniel O. Rios, PE - President

Firm / Company Name:

S&B Infrastructure, Ltd.

Date:

03/08/2021

Email completed copies of all addendum acknowledgement pages to RJaime@sjtx.us no later than Friday, 10:00 AM on Friday, March 5, 2021 at 10:00 AM.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

S&B Infrastructure, Ltd.
Houston, TX United States

Certificate Number:

2021-724378

Date Filed:

03/08/2021

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of San Juan

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFQ No. 21-02-02-22
Constructability Review Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Rios, Daniel	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Daniel O. Rios, PE, and my date of birth is 09/12/1962.

My address is 15150 Memorial Drive, Houston, TX, 77079, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Harris County, State of Texas, on the 08 day of March, 20 21.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
MARCH 23, 2021

Consideration and Approval of an Interlocal Agreement between Hidalgo County and the City of San Juan (San Juan I Head Start Center) located at 200 North Cougar, San Juan, TX.

STAFF COMMENTS AND RECOMMENDATIONS:

This interlocal agreement is for one year six months extension between Hidalgo County and the City of San Juan of the original interlocal agreement.

RECOMMENDATION:

Staff Recommends Approval of Interlocal.

PREPARED BY:

Diana Cavazos, City
Secretary

APPROVED BY:

Benjamin Arjona, City
Manager

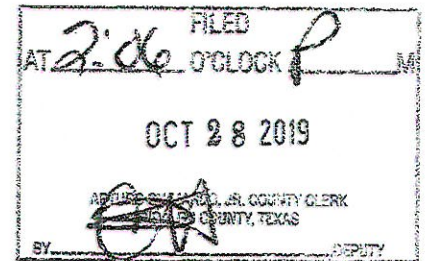


Hidalgo County Head Start Program

1901 West State Hwy 107, McAllen, Texas 78504-0117

Inter-local Agreement Extension

Dear Sir/Madam:



The purpose of this letter is to exercise Hidalgo County's option to extend a center Inter-local Agreement for one (1) year six (6) months as stated in the existing contract dated January 1st, 2012 between Hidalgo County and the **City of San Juan (San Juan I Head Start Center)** for the property located at 200 North Cougar, San Juan, TX., 78589 (The "Original Inter-local Agreement").

If the **City of San Juan** agrees to this one (1) year six (6) months extension of the Original Inter-local Agreement under the same existing terms and conditions, please have the authorized individual sign this Inter-local Agreement Extension. It should be noted that the basis of this one (1) year six (6) months extension is listed under ARTICLE 1.03, Renewal or Termination, of the Original Inter-local Agreement.

The Head Start Program wishes to express its appreciation to the **City of San Juan** for its cooperation and support in this matter.

The beginning and ending date of extension shall be January 1st, 2020 through June 30, 2021. The Original Inter-local Agreement is extended for a period of one (1) year six (6) months with all conditions including the lease amount remaining the same.

Property/Building: **City of San Juan**
200 North Cougar
San Juan, TX 78589

Authorized Official:

By: _____

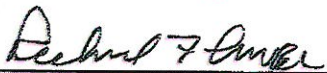
Title: _____

Date: _____

Inter-local Agreement Extension (Cont.)

Head Start Program

By: 
Teresa Flores, Executive Director

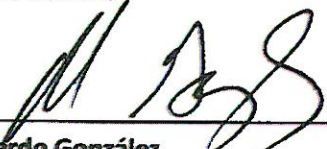
By: 
Richard Cortez, County Judge



16/22/19

Approved As to Form:

Oxford & Gonzalez

By: 
Ricardo González

Date approved by Policy Council: 10-16-19

Date approved by Commissioner's Court: 10-22-19

Inter-local Agreement Extension between Hidalgo
County and City of San Juan (San Juan I Head Start Center)
200 North Cougar, San Juan, TX 78589

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
MARCH 23, 2021

Consider and Approval of a Resolution in Support of Legislation SB 1465 Filed by State Senator, Juan "Chuy" Hinojosa and HB 4119 Filed by State Representative, Ryan Guillen and any other Action to Relating to Operation of the Texas Small and Rural Community Success Fund Program Administered by the Texas Leverage Fund Program.

STAFF COMMENTS AND RECOMMENDATIONS:

Resolution presented in support of legislation SB 1465 filed by State Senator Juan "Chuy" Hinojosa and HB 4119 filed by State Representative Ryan Guillen and any other action relating to operation of the Texas Small and Rural Community success fund program administered by the Texas Economic Development Bank as successor to the Texas Leverage Fund Program.

RECOMMENDATION:

Approve as presented.

PREPARED BY:

Benjamin Arjona,
City Manager

APPROVED BY:

Benjamin Arjona, City
Manager

STATE OF TEXAS §
COUNTY OF HIDALGO §
CITY OF SAN JUAN §

RESOLUTION NO. 21-XX

A resolution in support of legislation in particular SB 1465 filed on 3/10/21 by State Senator Juan “Chuy” Hinojosa and HB 4119 filed by State Representative Ryan Guillen on 3/12/21 and any other actions relating to operation of the Texas small and rural community success fund program administered by the Texas Economic Development Bank as successor to the Texas leverage fund program.

WHEREAS, The Texas small and rural community success fund program authorizes the continued operation, under a new name and with new provisions, as added by this Act, of the Texas leverage fund program that was established by the September 9, 1992, master resolution of the Texas Department of Commerce under Chapter 4 (S.B. 223), Acts of the 71st Legislature, Regular Session, 1989 (codifying authority of the former Texas Department of Commerce to issue revenue bonds under former Sections 481.052 through 481.058, Government Code), as amended by Chapter 1041 (S.B. 932), Acts of the 75th Legislature, Regular Session, 1997, and by Chapter 814 (S.B. 275), Acts of the 78th Legislature, Regular Session, 2003.

WHEREAS, the governmental acts and proceedings of the comptroller, the Texas Economic Development and Tourism Office, and the Texas Economic Development Bank relating to the administration of the Texas leverage fund program that occurred before the effective date of this Act are validated as if the acts had occurred as authorized by law; and

WHEREAS, the Texas leverage fund had been successful in making loans to economic development corporations for eligible projects as authorized by the Development Corporation Act and Local Government Code provisions relating to Type A corporations and Type B corporations. The leverage fund had allowed many cities across the State of Texas to focus on economic development, providing the development of projects that the cities could not otherwise finance.

NOW, THEREFORE, BE IT RESOLVED by the City of San Juan encourages the Governor, the Lt. Governor, the Attorney General, the State Comptroller, and State Legislators: in particular our South Texas Delegation to support legislation to reestablish a Texas Leverage type of program as previously administered and instituted.

**PASSED, APPROVED and ADOPTED BY THE SAN JUAN CITY COMMISSION OF
SAN JUAN, TEXAS on this the 23rd day of March 2021.**

CITY OF SAN JUAN

Mario Garza, Mayor

ATTEST:

Diana Cavazos, City Secretary

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By: Hinojosa

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A BILL TO BE ENTITLED

AN ACT

relating to operation of the Texas small and rural community success fund program administered by the Texas Economic Development Bank as successor to the Texas leverage fund program.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Chapter 489, Government Code, is amended by adding Subchapter E to read as follows:

SUBCHAPTER E. TEXAS SMALL AND RURAL COMMUNITY SUCCESS FUND

Sec. 489.251. DEFINITION. In this subchapter, "fund" means the Texas small and rural community success fund established by Section 489.252.

Sec. 489.252. TEXAS SMALL AND RURAL COMMUNITY SUCCESS FUND.

(a) The Texas small and rural community success fund is created as a trust fund held outside the state treasury by the comptroller as trustee. The comptroller shall hold money in the fund in escrow and in trust for and on behalf of the bank and the owners of bonds issued under Section 489.253.

(b) The fund consists of:

(1) proceeds from the issuance of bonds under Section 489.253;

(2) payments of principal and interest on loans made

under this subchapter;

(3) loan origination fees imposed on loans made under this subchapter;

(4) investment earnings described by Subsection (e);
and

(5) any other money received by the bank under this subchapter.

(c) The fund may be used only:

(1) to make loans to economic development corporations for eligible projects as authorized by Chapters 501, 504, and 505, Local Government Code;

(2) to pay the bank's necessary and reasonable costs of administering the program established by this subchapter, including the payment of letter of credit fees and credit rating fees;

(3) to pay the principal of and interest on bonds issued under Section 489.253;

(4) to pay reasonable fees and other costs incurred by the bank in administering the fund; and

(5) for any other purpose authorized by this subchapter.

(d) The bank, in coordination with the comptroller, may provide for the establishment and maintenance of separate accounts or sub-accounts in the fund, including interest and sinking accounts, reserve accounts, program accounts, or other

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accounts. The accounts and sub-accounts must be kept and held in
escrow and in trust as provided by Subsection (a).

(e) Pending use, the comptroller may invest and reinvest
the money in the fund in investments authorized by law for state
funds. Earnings on the investments shall be credited to the
fund.

(f) The bank may use money in the fund for the purposes
specified by and according to the procedures established by this
subchapter. This state may take action with respect to the fund
only as specified by this subchapter and only in accordance with
the resolutions of the executive director of the office adopted
under Section 489.253.

Sec. 489.253. REVENUE-BASED BONDS AUTHORIZED. (a) The
bank, the office, or the office's successor agency may provide
for the issuance, sale, and retirement of bonds, including
obligations in the form of commercial paper notes, to provide
funding for economic development purposes as authorized by
Section 52-a, Article III, Texas Constitution, and this
subchapter.

(b) The bonds are special obligations of the bank and the
principal of and interest on the bonds must be payable solely
from the revenues derived by the bank under this subchapter,
including loan repayments secured by a pledge of the local
economic development sales and use tax revenues imposed by
municipalities for the benefit of economic development

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corporations created under Chapters 504 and 505, Local Government Code. The bonds do not constitute an indebtedness of this state, the office, or the bank in the meaning of the Texas Constitution or of any statutory limitation. The bonds do not constitute a pecuniary liability of this state, the office, or the bank or constitute a charge against the general credit of this state, the office, or the bank, or against the taxing power of this state. The limitations provided by this subsection must be stated plainly on the face of each bond.

(c) The executive director of the office by resolution may provide for the bonds to:

(1) be executed and delivered at any time in one or more series as a single issue or as several issues;

(2) be in any denomination and form, including registered uncertificated bonds not represented by written instruments and commonly known as book-entry obligations, the registration of ownership and transfer of which the bank shall provide for under a system of books and records maintained by a financial institution serving as trustee, paying agent, or bond registrar;

(3) be of a term authorized by the executive director, not to exceed 40 years from their date;

(4) be in coupon or registered form;

(5) be payable in installments and at a time or times not exceeding the term authorized by applicable law;

(6) be subject to terms of redemption;

(7) be payable at a place or places;

(8) bear no interest or bear interest at any rate or rates, fixed, variable, floating, or otherwise determined by the bank or determined under a contractual arrangement approved by the executive director, except that the maximum net effective interest rate, computed in accordance with Section 1204.005, on the bonds may not exceed a rate equal to the maximum annual interest rate established by Section 1204.006; and

(9) contain provisions not inconsistent with this subchapter.

(d) Bonds issued under this section are subject to review and approval by the attorney general in the same manner and with the same effect as may be required by law, including Chapter 1202 or 1371, as applicable.

(e) This state pledges to and agrees with the owners of any bonds issued under this section that this state will not limit or alter the rights vested in the bank to fulfill the terms of any agreements made with an owner or in any way impair the rights and remedies of an owner until the bonds, together with any premium and the interest on the bonds, with interest on any unpaid premium or installments of interest, and all costs and expenses in connection with any action or proceeding by or on behalf of the owners, are fully met and discharged. The bank may include this pledge and agreement of this state in any agreement with the

owners of the bonds.

Sec. 489.254. BOND SALE AND ISSUANCE. (a) Bonds issued under Section 489.253 may be sold at public or private sale at a price and in a manner and from time to time as resolutions of the executive director of the office that authorize issuance of the bonds provide.

(b) From the proceeds of the sale of the bonds, the bank may pay expenses, premiums, and insurance premiums that the bank considers necessary or advantageous in connection with the authorization, sale, and issuance of the bonds.

(c) In connection with the issuance of its bonds, the bank may exercise the powers granted to the governing body of an issuer in connection with the issuance of obligations under Chapter 1371. However, any bonds issued in accordance with this subchapter and Chapter 1371 are not subject to the rating requirement for an obligation issued under Chapter 1371.

Sec. 489.255. AGREEMENTS IN BONDS. (a) A resolution of the executive director of the office that authorizes bonds to be issued under Section 489.253 or a security agreement, including a related indenture or trust indenture, may contain any agreements and provisions customarily contained in instruments securing bonds, including provisions respecting the fixing and collection of obligations, the creation and maintenance of special funds, and the rights and remedies available, in the event of default to the holders of the bonds or to the trustee under the security

agreement, all as the bank considers advisable and consistent with this subchapter. However, in making such an agreement or provision, the bank may not incur:

(1) a pecuniary liability of this state, the office, or the bank; or

(2) a charge against the general credit of this state, the office, or the bank, or against the taxing powers of this state.

(b) The resolution of the executive director of the office authorizing the issuance of the bonds and a security agreement securing the bonds may provide that, in the event of default in payment of the principal of or interest on the bonds or in the performance of an agreement contained in the proceedings or security agreement, the payment and performance may be enforced as provided by Sections 403.055 and 403.0551, by mandamus, or by the appointment of a receiver in equity with power to charge and collect bonds and to apply revenues pledged according to the proceedings or the provisions of the security agreement. A security agreement may provide that, in the event of default in payment or the violation of an agreement contained in the security agreement, a trustee under the security agreement may enforce the bondholder's rights by mandamus or other proceedings at law or in equity to obtain any relief permitted by law, including the right to collect and receive any revenue used to secure the bonds.

(c) A breach of a resolution of the executive director of the office adopted under Section 489.253, a breach of an agreement made under this section, or a default under bonds issued under this subchapter does not constitute:

(1) a pecuniary liability of this state, the office, or the bank; or

(2) a charge against the general credit of this state, the office, or the bank, or against the taxing power of this state.

(d) The trustee or trustees under a security agreement or a depository specified by the security agreement may be any person that the bank designates, regardless of whether the person is a resident of this state or incorporated under the laws of the United States or any state.

Sec. 489.256. REFUNDING BONDS. (a) Bonds issued under Section 489.253 may be refunded by the bank by the issuance of the bank's refunding bonds in the amount that the bank considers necessary to refund the unpaid principal of the refunded bonds, together with any unpaid interest, premiums, expenses, and commissions required to be paid in connection with the refunded bonds. Refunding may be effected whether the refunded bonds have matured or are to mature later, either by sale of the refunding bonds or by exchange of the refunding bonds for the refunded bonds.

(b) A holder of refunded bonds may not be compelled to

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surrender the bonds for payment or exchange before the date on which the bonds are payable, or, if the bonds are called for redemption, before the date on which they are by their terms subject to redemption.

(c) Refunding bonds having a final maturity not to exceed that permitted for other bonds issued under Section 489.253 may be issued under the same terms and conditions provided by this subchapter for the issuance of bonds or may be issued in the manner provided by statute, including Chapters 1207 and 1371.

Sec. 489.257. USE OF BOND PROCEEDS. The proceeds from the sale of bonds issued under this subchapter may be applied only for a purpose for which the bonds were issued, except that:

(1) any secured interest received in the sale shall be applied to the payment of the principal of or interest on the bonds sold and, if a portion of the proceeds is not needed for a purpose for which the bonds were issued, that portion shall be applied to the payment of the principal of or interest on the bonds; and

(2) any premium received in the sale of the bonds shall be applied in accordance with Section 1201.042(d).

Sec. 489.258. BONDS AS LEGAL INVESTMENTS FOR FIDUCIARIES AND OTHER PERSONS. (a) Bonds of the bank issued under this subchapter are securities in which all public officers and bodies of this state; municipalities; municipal subdivisions; insurance companies and associations and other persons carrying on an

insurance business; banks, bankers, trust companies, savings and loan associations, investment companies, and other persons carrying on a banking business; administrators, guardians, executors, trustees, and other fiduciaries; and other persons authorized to invest in other obligations of this state may invest funds, including capital, in their control or belonging to them.

(b) Notwithstanding any other provision of law, the bonds of the bank issued under this subchapter are also securities that may be deposited with and received by public officers and bodies of this state and municipalities and municipal subdivisions for any purpose for which the deposit of other obligations of the state are authorized.

Sec. 489.259. ADMINISTRATION OF FUND. The bank shall administer the fund. In administering the fund and this subchapter, the bank has the powers necessary to carry out the purposes of this subchapter, including the power to:

(1) make, execute, and deliver contracts, conveyances, and other instruments; and

(2) impose charges and provide for reasonable penalties for delinquent payments or performance in connection with any transaction.

SECTION 2. Section 501.008, Local Government Code, is amended to read as follows:

Sec. 501.008. LIMITATION ON FINANCIAL OBLIGATION. (a)

Except as provided by Subsection (b), a [A] corporation may not incur a financial obligation that cannot be paid from:

- (1) bond proceeds;
 - (2) revenue realized from the lease or sale of a project;
 - (3) revenue realized from a loan made by the corporation to wholly or partly finance or refinance a project;
- or
- (4) money granted under a contract with a municipality under Section 380.002.

(b) A Type A or Type B corporation may obtain a loan from the Texas small and rural community success fund program under Subchapter E, Chapter 489, Government Code, for eligible projects as authorized by this subtitle. To secure the loan, the Type A or Type B corporation may pledge revenue from the sales and use tax imposed by the corporation's authorizing municipality under Chapter 504 or 505, as applicable, for the benefit of the corporation.

SECTION 3. Subchapter C, Chapter 501, Local Government Code, is amended by adding Sections 501.108 and 501.109 to read as follows:

Sec. 501.108. PROJECTS RELATED TO BROADBAND NETWORK INFRASTRUCTURE EXPANSION. In this subtitle, "project" includes the land, equipment, expenditures, and improvements that are found by the board of directors to be suitable for the expansion

of broadband network infrastructure.

Sec. 501.109. PROJECTS RELATED TO ASSISTANCE FOR SMALL BUSINESSES AFFECTED BY DECLARED DISASTER. (a) For the purposes of Subsection (b), "small business" means a corporation, partnership, sole proprietorship, or other legal entity that:

- (1) is formed for the purpose of making a profit;
- (2) is independently owned and operated; and
- (3) has fewer than 100 employees residing in this state.

(b) In this subtitle, "project" includes expenditures that are found by the board of directors to be suitable to assist the economic recovery of small businesses whose operation was restricted by an order, proclamation, or regulation issued by the governor or the governing body of a political subdivision during a declared state of disaster under Chapter 418, Government Code.

SECTION 4. The Texas small and rural community success fund program authorizes the continued operation, under a new name and with new provisions, as added by this Act, of the Texas leverage fund program that was established by the September 9, 1992, master resolution of the Texas Department of Commerce under Chapter 4 (S.B. 223), Acts of the 71st Legislature, Regular Session, 1989 (codifying authority of the former Texas Department of Commerce to issue revenue bonds under former Sections 481.052 through 481.058, Government Code), as amended by Chapter 1041 (S.B. 932), Acts of the 75th Legislature, Regular Session, 1997,

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and by Chapter 814 (S.B. 275), Acts of the 78th Legislature,
Regular Session, 2003.

SECTION 5. (a) Except as provided by Subsection (b) of this section, the governmental acts and proceedings of the comptroller, the Texas Economic Development and Tourism Office, and the Texas Economic Development Bank relating to the administration of the Texas leverage fund program that occurred before the effective date of this Act are validated as if the acts had occurred as authorized by law.

(b) This section does not validate:

(1) an act that, under the law of this state at the time the act occurred, was a misdemeanor or felony; or

(2) a matter that on the effective date of this Act:

(A) is involved in litigation if the litigation ultimately results in the matter being held invalid by a final judgment of a court; or

(B) has been held invalid by a final judgment of a court.

SECTION 6. The comptroller of public accounts is required to implement a provision of this Act only if the legislature appropriates money specifically for that purpose. If the legislature does not appropriate money specifically for that purpose, the comptroller may, but is not required to, implement a provision of this Act using other appropriations available for that purpose.

SECTION 7. The Texas Economic Development and Tourism Office is required to implement a provision of this Act only if the legislature appropriates money specifically for that purpose. If the legislature does not appropriate money specifically for that purpose, the office may, but is not required to, implement a provision of this Act using other appropriations available for that purpose.

SECTION 8. The Texas Economic Development Bank is required to implement a provision of this Act only if the legislature appropriates money specifically for that purpose. If the legislature does not appropriate money specifically for that purpose, the bank may, but is not required to, implement a provision of this Act using other appropriations available for that purpose.

SECTION 9. The attorney general is required to implement a provision of this Act only if the legislature appropriates money specifically for that purpose. If the legislature does not appropriate money specifically for that purpose, the attorney general may, but is not required to, implement a provision of this Act using other appropriations available for that purpose.

SECTION 10. This Act takes effect immediately if it receives a vote of two-thirds of all the members elected to each house, as provided by Section 39, Article III, Texas Constitution. If this Act does not receive the vote necessary for immediate effect, this Act takes effect September 1, 2021.

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By: Guillen

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A BILL TO BE ENTITLED

AN ACT

relating to operation of the Texas small and rural community success fund program administered by the Texas Economic Development Bank as successor to the Texas leverage fund program.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Chapter 489, Government Code, is amended by adding Subchapter E to read as follows:

SUBCHAPTER E. TEXAS SMALL AND RURAL COMMUNITY SUCCESS FUND

Sec. 489.251. DEFINITION. In this subchapter, "fund" means the Texas small and rural community success fund established by Section 489.252.

Sec. 489.252. TEXAS SMALL AND RURAL COMMUNITY SUCCESS FUND.

(a) The Texas small and rural community success fund is created as a trust fund held outside the state treasury by the comptroller as trustee. The comptroller shall hold money in the fund in escrow and in trust for and on behalf of the bank and the owners of bonds issued under Section 489.253.

(b) The fund consists of:

(1) proceeds from the issuance of bonds under Section

489.253;

(2) payments of principal and interest on loans made under this subchapter;

(3) loan origination fees imposed on loans made under this subchapter;

(4) investment earnings described by Subsection (e);
and

(5) any other money received by the bank under this subchapter.

(c) The fund may be used only:

(1) to make loans to economic development corporations for eligible projects as authorized by Chapters 501, 504, and 505, Local Government Code;

(2) to pay the bank's necessary and reasonable costs of administering the program established by this subchapter, including the payment of letter of credit fees and credit rating fees;

(3) to pay the principal of and interest on bonds issued under Section 489.253;

(4) to pay reasonable fees and other costs incurred by the bank in administering the fund; and

(5) for any other purpose authorized by this subchapter.

(d) The bank, in coordination with the comptroller, may provide for the establishment and maintenance of separate accounts or sub-accounts in the fund, including interest and sinking accounts, reserve accounts, program accounts, or other accounts. The accounts and sub-accounts must be kept and held in escrow and in trust as provided by Subsection (a).

(e) Pending use, the comptroller may invest and reinvest the money in the fund in investments authorized by law for state funds. Earnings on the investments shall be credited to the fund.

(f) The bank may use money in the fund for the purposes specified by and according to the procedures established by this subchapter. This state may take action with respect to the fund only as specified by this subchapter and only in accordance with the resolutions of the executive director of the office adopted under Section 489.253.

Sec. 489.253. REVENUE-BASED BONDS AUTHORIZED. (a) The bank, the office, or the office's successor agency may provide for the issuance, sale, and retirement of bonds, including obligations in the form of commercial paper notes, to provide funding for economic development purposes as authorized by Section 52-a, Article III, Texas Constitution, and this subchapter.

(b) The bonds are special obligations of the bank and the principal of and interest on the bonds must be payable solely from

the revenues derived by the bank under this subchapter, including loan repayments secured by a pledge of the local economic development sales and use tax revenues imposed by municipalities for the benefit of economic development corporations created under Chapters 504 and 505, Local Government Code. The bonds do not constitute an indebtedness of this state, the office, or the bank in the meaning of the Texas Constitution or of any statutory limitation. The bonds do not constitute a pecuniary liability of this state, the office, or the bank or constitute a charge against the general credit of this state, the office, or the bank, or against the taxing power of this state. The limitations provided by this subsection must be stated plainly on the face of each bond.

(c) The executive director of the office by resolution may provide for the bonds to:

(1) be executed and delivered at any time in one or more series as a single issue or as several issues;

(2) be in any denomination and form, including registered uncertificated bonds not represented by written instruments and commonly known as book-entry obligations, the registration of ownership and transfer of which the bank shall provide for under a system of books and records maintained by a financial institution serving as trustee, paying agent, or bond registrar;

(3) be of a term authorized by the executive director, not to exceed 40 years from their date;

(4) be in coupon or registered form;

(5) be payable in installments and at a time or times not exceeding the term authorized by applicable law;

(6) be subject to terms of redemption;

(7) be payable at a place or places;

(8) bear no interest or bear interest at any rate or rates, fixed, variable, floating, or otherwise determined by the bank or determined under a contractual arrangement approved by the executive director, except that the maximum net effective interest rate, computed in accordance with Section 1204.005, on the bonds may not exceed a rate equal to the maximum annual interest rate established by Section 1204.006; and

(9) contain provisions not inconsistent with this subchapter.

(d) Bonds issued under this section are subject to review and approval by the attorney general in the same manner and with the same effect as may be required by law, including Chapter 1202 or 1371, as applicable.

(e) This state pledges to and agrees with the owners of any bonds issued under this section that this state will not limit or alter the rights vested in the bank to fulfill the terms of any

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agreements made with an owner or in any way impair the rights and remedies of an owner until the bonds, together with any premium and the interest on the bonds, with interest on any unpaid premium or installments of interest, and all costs and expenses in connection with any action or proceeding by or on behalf of the owners, are fully met and discharged. The bank may include this pledge and agreement of this state in any agreement with the owners of the bonds.

Sec. 489.254. BOND SALE AND ISSUANCE. (a) Bonds issued under Section 489.253 may be sold at public or private sale at a price and in a manner and from time to time as resolutions of the executive director of the office that authorize issuance of the bonds provide.

(b) From the proceeds of the sale of the bonds, the bank may pay expenses, premiums, and insurance premiums that the bank considers necessary or advantageous in connection with the authorization, sale, and issuance of the bonds.

(c) In connection with the issuance of its bonds, the bank may exercise the powers granted to the governing body of an issuer in connection with the issuance of obligations under Chapter 1371. However, any bonds issued in accordance with this subchapter and Chapter 1371 are not subject to the rating requirement for an obligation issued under Chapter 1371.

Sec. 489.255. AGREEMENTS IN BONDS. (a) A resolution of the executive director of the office that authorizes bonds to be issued under Section 489.253 or a security agreement, including a related indenture or trust indenture, may contain any agreements and provisions customarily contained in instruments securing bonds, including provisions respecting the fixing and collection of obligations, the creation and maintenance of special funds, and the rights and remedies available, in the event of default to the holders of the bonds or to the trustee under the security agreement, all as the bank considers advisable and consistent with this subchapter. However, in making such an agreement or provision, the bank may not incur:

(1) a pecuniary liability of this state, the office, or the bank; or

(2) a charge against the general credit of this state, the office, or the bank, or against the taxing powers of this state.

(b) The resolution of the executive director of the office authorizing the issuance of the bonds and a security agreement securing the bonds may provide that, in the event of default in payment of the principal of or interest on the bonds or in the performance of an agreement contained in the proceedings or security agreement, the payment and performance may be enforced as

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provided by Sections 403.055 and 403.0551, by mandamus, or by the
appointment of a receiver in equity with power to charge and
collect bonds and to apply revenues pledged according to the
proceedings or the provisions of the security agreement. A security
agreement may provide that, in the event of default in payment or
the violation of an agreement contained in the security agreement,
a trustee under the security agreement may enforce the bondholder's
rights by mandamus or other proceedings at law or in equity to
obtain any relief permitted by law, including the right to collect
and receive any revenue used to secure the bonds.

(c) A breach of a resolution of the executive director of
the office adopted under Section 489.253, a breach of an agreement
made under this section, or a default under bonds issued under
this subchapter does not constitute:

(1) a pecuniary liability of this state, the office, or
the bank; or

(2) a charge against the general credit of this state,
the office, or the bank, or against the taxing power of this state.

(d) The trustee or trustees under a security agreement or a
depository specified by the security agreement may be any person
that the bank designates, regardless of whether the person is a
resident of this state or incorporated under the laws of the United
States or any state.

Sec. 489.256. REFUNDING BONDS. (a) Bonds issued under Section 489.253 may be refunded by the bank by the issuance of the bank's refunding bonds in the amount that the bank considers necessary to refund the unpaid principal of the refunded bonds, together with any unpaid interest, premiums, expenses, and commissions required to be paid in connection with the refunded bonds. Refunding may be effected whether the refunded bonds have matured or are to mature later, either by sale of the refunding bonds or by exchange of the refunding bonds for the refunded bonds.

(b) A holder of refunded bonds may not be compelled to surrender the bonds for payment or exchange before the date on which the bonds are payable, or, if the bonds are called for redemption, before the date on which they are by their terms subject to redemption.

(c) Refunding bonds having a final maturity not to exceed that permitted for other bonds issued under Section 489.253 may be issued under the same terms and conditions provided by this subchapter for the issuance of bonds or may be issued in the manner provided by statute, including Chapters 1207 and 1371.

Sec. 489.257. USE OF BOND PROCEEDS. The proceeds from the sale of bonds issued under this subchapter may be applied only for a purpose for which the bonds were issued, except that:

(1) any secured interest received in the sale shall be

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applied to the payment of the principal of or interest on the bonds
sold and, if a portion of the proceeds is not needed for a purpose
for which the bonds were issued, that portion shall be applied to
the payment of the principal of or interest on the bonds; and

(2) any premium received in the sale of the bonds shall
be applied in accordance with Section 1201.042(d).

Sec. 489.258. BONDS AS LEGAL INVESTMENTS FOR FIDUCIARIES AND
OTHER PERSONS. (a) Bonds of the bank issued under this subchapter
are securities in which all public officers and bodies of this
state; municipalities; municipal subdivisions; insurance companies
and associations and other persons carrying on an insurance
business; banks, bankers, trust companies, savings and loan
associations, investment companies, and other persons carrying on
a banking business; administrators, guardians, executors,
trustees, and other fiduciaries; and other persons authorized to
invest in other obligations of this state may invest funds,
including capital, in their control or belonging to them.

(b) Notwithstanding any other provision of law, the bonds of
the bank issued under this subchapter are also securities that may
be deposited with and received by public officers and bodies of
this state and municipalities and municipal subdivisions for any
purpose for which the deposit of other obligations of the state
are authorized.

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Sec. 489.259. ADMINISTRATION OF FUND. The bank shall administer the fund. In administering the fund and this subchapter, the bank has the powers necessary to carry out the purposes of this subchapter, including the power to:

(1) make, execute, and deliver contracts, conveyances, and other instruments; and

(2) impose charges and provide for reasonable penalties for delinquent payments or performance in connection with any transaction.

SECTION 2. Section 501.008, Local Government Code, is amended to read as follows:

Sec. 501.008. LIMITATION ON FINANCIAL OBLIGATION. (a) Except as provided by Subsection (b), a [A] corporation may not incur a financial obligation that cannot be paid from:

(1) bond proceeds;

(2) revenue realized from the lease or sale of a project;

(3) revenue realized from a loan made by the corporation to wholly or partly finance or refinance a project; or

(4) money granted under a contract with a municipality under Section 380.002.

(b) A Type A or Type B corporation may obtain a loan from the Texas small and rural community success fund program under

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Subchapter E, Chapter 489, Government Code, for eligible projects as authorized by this subtitle. To secure the loan, the Type A or Type B corporation may pledge revenue from the sales and use tax imposed by the corporation's authorizing municipality under Chapter 504 or 505, as applicable, for the benefit of the corporation.

SECTION 3. Subchapter C, Chapter 501, Local Government Code, is amended by adding Sections 501.108 and 501.109 to read as follows:

Sec. 501.108. PROJECTS RELATED TO BROADBAND NETWORK INFRASTRUCTURE EXPANSION. In this subtitle, "project" includes the land, equipment, expenditures, and improvements that are found by the board of directors to be suitable for the expansion of broadband network infrastructure.

Sec. 501.109. PROJECTS RELATED TO ASSISTANCE FOR SMALL BUSINESSES AFFECTED BY DECLARED DISASTER. (a) For the purposes of Subsection (b), "small business" means a corporation, partnership, sole proprietorship, or other legal entity that:

(1) is formed for the purpose of making a profit;
(2) is independently owned and operated; and
(3) has fewer than 100 employees residing in this state.

(b) In this subtitle, "project" includes expenditures that

H.B. No. 4119

are found by the board of directors to be suitable to assist the economic recovery of small businesses whose operation was restricted by an order, proclamation, or regulation issued by the governor or the governing body of a political subdivision during a declared state of disaster under Chapter 418, Government Code.

SECTION 4. The Texas small and rural community success fund program authorizes the continued operation, under a new name and with new provisions, as added by this Act, of the Texas leverage fund program that was established by the September 9, 1992, master resolution of the Texas Department of Commerce under Chapter 4 (S.B. 223), Acts of the 71st Legislature, Regular Session, 1989 (codifying authority of the former Texas Department of Commerce to issue revenue bonds under former Sections 481.052 through 481.058, Government Code), as amended by Chapter 1041 (S.B. 932), Acts of the 75th Legislature, Regular Session, 1997, and by Chapter 814 (S.B. 275), Acts of the 78th Legislature, Regular Session, 2003.

SECTION 5. (a) Except as provided by Subsection (b) of this section, the governmental acts and proceedings of the comptroller, the Texas Economic Development and Tourism Office, and the Texas Economic Development Bank relating to the administration of the Texas leverage fund program that occurred before the effective date of this Act are validated as if the acts had occurred as authorized by law.

(b) This section does not validate:

(1) an act that, under the law of this state at the time the act occurred, was a misdemeanor or felony; or

(2) a matter that on the effective date of this Act:

(A) is involved in litigation if the litigation ultimately results in the matter being held invalid by a final judgment of a court; or

(B) has been held invalid by a final judgment of a court.

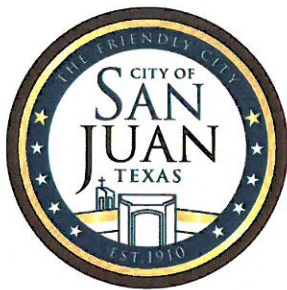
SECTION 6. The comptroller of public accounts is required to implement a provision of this Act only if the legislature appropriates money specifically for that purpose. If the legislature does not appropriate money specifically for that purpose, the comptroller may, but is not required to, implement a provision of this Act using other appropriations available for that purpose.

SECTION 7. The Texas Economic Development and Tourism Office is required to implement a provision of this Act only if the legislature appropriates money specifically for that purpose. If the legislature does not appropriate money specifically for that purpose, the office may, but is not required to, implement a provision of this Act using other appropriations available for that purpose.

SECTION 8. The Texas Economic Development Bank is required to implement a provision of this Act only if the legislature appropriates money specifically for that purpose. If the legislature does not appropriate money specifically for that purpose, the bank may, but is not required to, implement a provision of this Act using other appropriations available for that purpose.

SECTION 9. The attorney general is required to implement a provision of this Act only if the legislature appropriates money specifically for that purpose. If the legislature does not appropriate money specifically for that purpose, the attorney general may, but is not required to, implement a provision of this Act using other appropriations available for that purpose.

SECTION 10. This Act takes effect immediately if it receives a vote of two-thirds of all the members elected to each house, as provided by Section 39, Article III, Texas Constitution. If this Act does not receive the vote necessary for immediate effect, this Act takes effect September 1, 2021.



Mayor: Mario Garza
 Mayor Pro-Tem: Leonardo "Lenny" Sanchez
 Commissioners: Jesus "Jesse" Ramirez
 Ernesto "Neto" Guajardo
 Marco "Markie" Villegas

To: Benjamin Arjona, City Manager
From: Leroy Gonzales, Director of Finance
Date: March 16, 2021
Subject: Monthly Collection Report –February 2021

Attached you will find the above referenced monthly tax collection report as submitted by Pablo "Paul" Villarreal Jr., County of Hidalgo, Tax Collector for the City of San Juan, Texas.

According to the property tax code, Section 10 **Reports and Remittances of Other Taxes**, "Each month the collector of taxes for a taxing unit shall prepare and submit to the governing body of the unit a written report made under oath accounting for all taxes collected for the unit during the preceding month".

The following summary is included into this memorandum for information purposes:

SUMMARY OF TAX LEVY COLLECTIONS					
Tax Year	2020	2019	2018	2017	2016
Tax Levy	8,178,632.23	7,793,728.78	7,286,363.64	7,112,363.88	6,638,277.981
Adjustment to date	277,644.91	(31,767.84)	(16,319.15)	(4,985.64)	(19,259.27)
Adjusted Tax Levy	8,456,277.14	7,761,960.94	7,270,044.49	7,107,378.24	6,619,018.74
Collections to date	7,363,117.19	7,396,436.76	6,913,739.06	6,751,777.82	6,232,308.52
Percentage Collected	87.07%	95.29%	95.10%	95.00%	94.16%

A Property Tax Adjustments Report (by account) for the same month and prior months is available from the Finance Department.

If you have any questions, please do not hesitate in calling me at 956-223-2232.

C: Mayor, Mario Garza
 Mayor Pro-Tem, Leonardo "Lenny" Sanchez
 Commissioners: Jesus "Jesse" Ramirez
 Ernesto "Neto" Guajardo
 Marco "Markie" Villegas

709 S. Nebraska Ave. • San Juan, Texas 78589-2649
 Phone: (956)223-2200 • Fax: (956) 787-5978

**PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
CITY OF SAN JUAN TAXES COLLECTED FOR:
FEBRUARY 2021**

COMPARATIVE RATE OF COLLECTIONS

CITY OF SAN JUAN CSJ (37)	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2020/2021	COLLECTED 2019/2020
2020 TAX ROLL	8,178,632.23	7,363,117.19	-	277,644.91	1,093,159.95	87.07%	85.47%
2019 & PRIOR YRS ROLLBACK	1,400,520.59	196,609.84		(3,487.59) 826.90	1,200,423.16 826.90	14.07% 0.00%	11.82% 100.00%
TOTALS	9,579,152.82	7,559,727.03	-	274,984.22	2,294,410.01		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF FEBRUARY 2021

	CITY OF SAN JUAN	MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	601,605.48	(3,841.50) CURRENT
CURRENT YEAR-P&I	25,499.51	
PRIOR YEARS-BASE TAX	34,484.29	(1,782.71) PRIOR
PRIOR YEARS-P&I	22,285.78	
ROLLBACK		ROLLBACK
ROLLBACK P&I	-	
ATTORNEY FEES	7,443.13	PURGED
TOTAL COLLECTIONS	691,318.19	(5,624.21)
LESS TRANSFERRED	317,873.56	
LESS IN TRANSIT	370,044.28	
LESS DUE TO HCAD COMM. FEE	24.35	
LESS DUE TO CO TREASURER	3,376.00	
BALANCE	-	

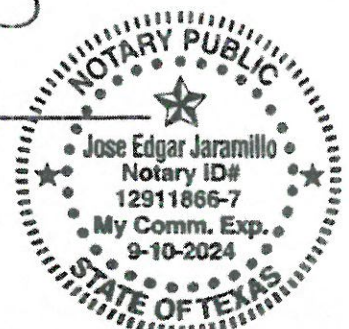
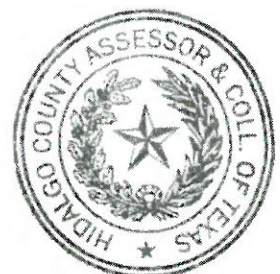
*****AFFIDAVIT*****

I, PABLO "PAUL" VILLARREAL JR., ASSESSOR-COLLECTOR OF TAXES FOR THE CITY OF SAN JUAN, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF FEBRUARY 2021 IS CORRECT.

Pablo (Paul) Villarreal Jr.
ASSESSOR-COLLECTOR OF TAXES FOR CITY OF SAN JUAN, TEXAS

SWORN AND SUBSCRIBED BEFORE ME THIS 11TH DAY OF MARCH 2021 A.D.

Jose E. Jaramillo
NOTARY PUBLIC, HIDALGO COUNTY, TEXAS



PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
CITY OF SAN JUAN
TAX COLLECTION REPORT
FOR THE MONTH OF FEBRUARY 2021

<u>AD VALOREM - CITY OF SAN JUAN</u>	<u>2020-2021</u>	<u>2019-2020</u>	<u>DIFFERENCE</u>
<u>2020 CURRENT</u>			
ORIGINAL LEVY	8,178,632.23	7,793,728.78	384,903.45
MODIFICATIONS	277,644.91	(8,761.48)	286,406.39
CURRENT LEVY	8,456,277.14	7,784,967.30	671,309.84
CURRENT COLLECTIONS THIS MONTH	601,605.48	541,031.34	60,574.14
CURRENT COLLECTIONS TO DATE	7,363,117.19	6,653,965.90	709,151.29
OUTSTANDING TO DATE	1,093,159.95	1,131,001.40	(37,841.45)
PERCENT COLLECTED/ORIGINAL	90.03%	85.38%	4.65%
PERCENT COLLECTED/MODIFIED	87.07%	85.47%	1.60%
TOTAL COLLECTIONS FISCAL YEAR	7,363,117.19	6,653,965.90	
<u>DELINQUENT</u>			
ORIGINAL LEVY	1,400,520.59	1,392,850.34	7,670.25
MODIFICATIONS	(3,487.59)	(7,722.32)	4,234.73
DELINQUENT LEVY	1,397,033.00	1,385,128.02	11,904.98
DELINQUENT COLLECTIONS THIS MONTH	34,484.29	29,392.39	5,091.90
DELINQUENT COLLECTIONS TO DATE	196,609.84	163,753.85	32,855.99
OUTSTANDING TO DATE	1,200,423.16	1,221,374.17	(20,951.01)
PERCENT COLLECTED/ORIGINAL	14.04%	11.76%	2.28%
PERCENT COLLECTED/MODIFIED	14.07%	11.82%	2.25%
TOTAL COLLECTIONS FISCAL YEAR	196,609.84	163,753.85	
<u>ROLLBACK</u>			
ORIGINAL LEVY	0.00	62,463.19	(62,463.19)
MODIFICATIONS	826.90	0.00	826.90
ROLLBACK LEVY	826.90	62,463.19	(61,636.29)
ROLLBACK COLLECTIONS THIS MONTH	0.00	62,463.19	(62,463.19)
ROLLBACK COLLECTIONS TO DATE	0.00	62,463.19	(62,463.19)
OUTSTANDING TO DATE	826.90	0.00	826.90
PERCENT COLLECTED/ORIGINAL	#DIV/0!	100.00%	#DIV/0!
PERCENT COLLECTED/MODIFIED	0.00%	100.00%	-100.00%
TOTAL COLLECTIONS FISCAL YEAR	0.00	62,463.19	

PABLO (PAUL) VILLARREAL, JR., TAX ASSESSOR/COLLECTOR
CITY OF SAN JUAN
TAX COLLECTIONS AS OF FEBRUARY 2021

37

REPORT DATE	CURR BASE	CURR P&I	CURR RB	CURR RB P&I	PRIOR BASE	PRIOR P&I	PRIOR RB	RB P&I	ATTY FEES	ATTY RBFEEES	TOTAL	TRANS.	DIFF.	DATE OF TRANSF.
2-Feb	29,278.34	458.13			1,712.42	454.41			277.42		32,180.72		32,180.72	
3-Feb	19,637.27	374.13			870.27	229.87			147.54		21,259.08		21,259.08	
4-Feb	48,455.90	248.42			1,274.61	342.58			241.92		50,563.43		50,563.43	
5-Feb	47,251.90	557.09			2,113.77	716.37			413.57		51,052.70		51,052.70	
8-Feb	16,498.18	602.14			457.97	143.69			90.26		17,792.24		17,792.24	
9-Feb	17,147.32	886.19			1,414.46	973.99			314.77		20,736.73		20,736.73	
10-Feb	14,807.31	888.98			623.55	184.65			110.26		16,614.75		16,614.75	
11-Feb	(340.98)	363.17			(443.89)	(32.66)			(81.82)		(536.18)	206,287.47	(206,823.65)	19-Feb
12-Feb	8,949.16	579.74			365.27	145.14			76.58		10,115.89	10,115.89	-	24-Feb
15-Feb	0.20	(0.20)									-			
18-Feb	27,521.69	839.99			1,966.74	796.59			414.50		31,539.51	31,539.51	0.00	24-Feb
19-Feb	56,688.45	748.03			480.41	152.83			119.82		58,189.54	58,189.54	-	25-Feb
20-Feb	(232.87)				(962.77)	(188.62)			(151.30)		(1,535.56)	(1,535.56)	(1,535.56)	SUPP 6
22-Feb	7,711.97	765.41			2,581.97	1,622.70			594.66		13,276.71	11,741.15	1,535.56	26-Feb
13-Feb	112,590.70	6,641.74									119,232.44	119,232.44	-	03-01-SI
23-Feb	19,215.04	964.54			1,809.82	720.79			336.26		23,046.45	23,046.45	-	1-Mar
24-Feb	21,170.89	1,304.78			1,500.27	543.21			292.65		24,811.80	24,811.80	-	2-Mar
25-Feb	51,619.80	3,483.80			1,190.47	331.25			223.80		56,849.12	56,849.12	0.00	3-Mar
26-Feb	103,635.21	5,793.43			17,528.95	15,148.99			4,022.24		146,128.82	146,104.47	24.35	10-Mar
TTL	601,605.48	25,499.51	0.00	0.00	34,484.29	22,285.78	0.00	0.00	7,443.13	0.00	691,318.19	687,917.84	3,400.35	

OVERALL TOTAL	691,318.19
LESS REFUNDS	0.00
LESS HCAD COMM FEES	24.35
LESS COMM/COST (Increased by :	3,376.00
BALANCE	687,917.84
LESS TRANSFERRED	317,873.56
LESS TRANSF IN TRANSIT	370,044.28
BALANCE PENDING	0.00

FISCAL START: 10/01/2020 END: 09/30/2021 JURISDICTION: 0037 CITY OF SAN JUAN

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS	
CURRENT YEAR	1,202,774,222	40,382,250	1,243,156,472	00.692600	9,456,277.14	10,385	
YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE COLL \$	YTD UNCOLL
2020	8,178,622.23	3,841.50-	277,644.91	601,605.48	7,363,117.19	1,093,159.95	87.07
2019	365,474.18	1,712.78-	2,927.72-	11,703.87	108,108.89	254,437.57	29.82
2018	178,026.50	69.93-	474.77-	6,146.05	35,770.11	141,781.62	20.15
2017	112,676.21	.00	1.19-	3,073.33	12,598.91	100,076.11	11.18
2016	88,418.87	.00	83.91-	2,530.47	8,722.11	79,612.85	9.87
2015	72,450.40	.00	0.00	1,748.64	6,121.06	66,339.34	8.45
2014	63,220.25	.00	0.00	1,277.97	5,248.32	57,971.93	8.30
2013	57,362.58	.00	0.00	1,576.45	4,298.57	53,064.01	7.49
2012	54,408.55	.00	0.00	1,122.07	2,831.00	51,577.55	5.20
2011	64,377.75	.00	0.00	584.40	2,265.02	62,112.73	3.52
2010	48,719.35	.00	0.00	608.25	1,297.77	47,421.58	2.66
2009	48,956.57	.00	0.00	570.74	2,662.60	46,293.97	5.44
2008	38,936.72	.00	0.00	450.31	1,382.74	37,553.98	3.55
2007	32,705.20	.00	0.00	622.34	1,040.22	31,664.98	3.18
2006	28,952.36	.00	0.00	366.07	1,211.79	27,740.57	4.19
2005	24,451.61	.00	0.00	309.37	759.52	23,692.09	3.11
2004	18,238.23	.00	0.00	304.58	342.78	17,895.45	1.88
2003	18,934.63	.00	0.00	317.34	474.22	18,460.41	2.50
2002	14,535.79	.00	0.00	62.96	182.76	14,353.03	1.26
2001	12,510.31	.00	0.00	351.28	351.28	12,159.03	2.81
2000	11,191.50	.00	0.00	295.12	316.75	10,874.75	2.83
1999	45,963.03	.00	0.00	462.68	623.42	45,339.61	1.36
***	9,579,152.82	5,624.21-	274,157.32	636,089.77	7,559,727.03	2,293,583.11	0.00

**CITY OF SAN JUAN, TEXAS
AS OF FEBRUARY 2021**

Levy 2020 (20-21 YR)

8,178,632.23	OCT 2020	NOV 2020	DEC 2020	JAN 2021	FEB 2021	MAR 2021	APR 2021	MAY 2021	JUN 2021	JUL 2021	AUG 2021	SEPT 2021
Adjustments	286,189.51	287,603.92	287,434.23	281,486.41	277,644.91	-	7,793,728.78	7,793,728.78	-	-	7,793,728.78	-
Adjstd Levy	8,464,821.74	8,466,236.15	8,466,066.46	8,460,118.64	8,456,277.14	7,793,728.78	7,793,728.78	7,793,728.78	7,793,728.78	7,793,728.78	7,793,728.78	7,793,728.78
Collections	130,555.94	684,177.98	3,953,871.77	6,761,511.71	7,363,117.19	-	-	-	-	-	-	-
Percentage	1.54	8.08	46.70	79.92	87.07	-	-	-	-	-	-	-

Levy 2019 (19-20 YR)

7,793,728.78	OCT 2019	NOV 2019	DEC 2019	JAN 2020	FEB 2020	MAR 2020	APR 2020	MAY 2020	JUN 2020	JUL 2020	AUG 2020	SEPT 2020
Adjustments	(2,881.85)	(8,507.53)	(10,226.02)	(12,344.25)	(8,461.48)	(24,205.85)	(24,205.85)	(26,575.44)	(26,496.84)	(31,605.07)	(31,605.07)	(31,767.84)
Adjstd Levy	7,790,846.93	7,785,221.25	7,783,502.76	7,781,384.53	7,785,267.30	7,769,522.93	7,769,522.93	7,767,153.34	7,767,231.94	7,762,123.71	7,762,123.71	7,761,960.94
Collections	175,292.78	640,774.22	3,552,655.97	6,112,934.56	6,653,965.90	6,935,008.58	7,038,803.16	7,163,810.26	7,269,120.58	7,334,802.90	7,369,890.49	7,396,486.76
Percentage	2.25	8.23	45.64	78.56	85.47	89.26	90.60	92.23	93.59	94.49	94.95	95.29

Levy 2018 (18-19 YR)

7,286,363.64	OCT 2018	NOV 2018	DEC 2018	JAN 2019	FEB 2019	MAR 2019	APR 2019	MAY 2019	JUN 2019	JUL 2019	AUG 2019	SEPT 2019
Adjustments	(1,478.12)	(296.36)	(1,465.69)	(6,625.78)	(9,052.85)	(11,708.08)	(13,529.11)	(14,311.16)	(14,818.41)	(14,818.41)	(14,818.41)	(16,319.15)
Adjstd Levy	7,286,363.64	7,286,067.28	7,284,897.95	7,279,737.86	7,277,310.79	7,274,655.56	7,272,834.53	7,272,052.48	7,271,545.23	7,271,545.23	7,271,545.23	7,270,044.49
Collections	40,446.92	465,847.78	3,420,804.86	5,752,692.83	6,215,142.89	6,505,324.90	6,627,411.69	6,726,104.39	6,801,180.60	6,848,618.95	6,886,059.71	6,913,739.06
Percentage	0.56	6.39	46.96	79.02	85.40	89.42	91.13	92.49	93.53	94.18	94.70	95.10

Levy 2017 (17-18 YR)

7,112,363.88	OCT 2017	NOV 2017	DEC 2017	JAN 2018	FEB 2018	MAR 2018	APR 2018	MAY 2018	JUN 2018	JUL 2018	AUG 2018	SEPT 2018
Adjustments	10,342.19	7,030.81	19,613.03	15,576.11	6,300.15	5,051.36	(822.12)	(3,285.89)	(3,543.48)	(3,543.48)	(4,428.76)	(4,985.64)
Adjstd Levy	7,122,706.07	7,119,394.69	7,131,976.91	7,127,939.99	7,118,664.03	7,117,415.24	7,111,541.76	7,109,077.99	7,108,820.40	7,108,820.40	7,107,935.12	7,107,378.24
Collections	39,756.60	482,899.51	3,199,539.87	5,537,376.14	6,069,205.04	6,342,559.09	6,465,719.48	6,561,382.23	6,639,410.61	6,693,744.82	6,734,386.80	6,751,777.82
Percentage	0.56	6.78	44.86	77.69	85.26	89.11	90.92	92.30	93.40	94.16	94.74	95.00

Levy 2016 (16-17 YR)

6,638,277.98	OCT 2016	NOV 2016	DEC 2016	JAN 2017	FEB 2017	MAR 2017	APR 2017	MAY 2017	JUN 2017	JUL 2017	AUG 2017	SEPT 2017
Adjustments	(2,244.53)	(3,422.70)	(7,758.17)	(10,913.72)	(10,913.72)	(15,052.40)	(16,154.85)	(15,889.62)	(16,537.42)	(16,537.42)	(16,537.42)	(19,259.27)
Adjstd Levy	6,636,033.45	6,634,855.28	6,630,519.81	6,627,364.26	6,627,364.26	6,623,225.58	6,622,123.13	6,622,388.36	6,621,740.56	6,621,740.56	6,621,740.56	6,619,018.71
Collections	38,038.02	484,217.14	2,932,614.30	5,130,709.37	5,593,914.24	5,874,412.22	5,981,376.95	6,063,246.26	6,135,073.86	6,173,392.85	6,211,806.10	6,232,308.52
Percentage	0.57	7.30	44.23	77.42	84.41	88.69	90.32	91.56	92.65	93.23	93.81	94.16

Levy 2015 (15-16 YR)												
6,363,985.51	OCT 2015	NOV 2015	DEC 2015	JAN 2016	FEB 2016	MAR 2016	APR 2016	MAY 2016	JUN 2016	JUL 2016	AUG 2016	SEPT 2016
Adjustments	16,923.38	16,343.86	15,174.33	12,248.13	3,359.23	2,743.56	3,689.88	3,689.88	3,643.08	3,453.65	3,453.65	2,492.92
Adjst'd Levy	6,380,908.89	6,380,329.37	6,379,159.84	6,376,233.64	6,367,344.74	6,366,729.07	6,367,675.39	6,367,675.39	6,367,628.59	6,367,439.16	6,367,439.16	6,366,478.43
Collections	30,228.48	473,930.57	2,957,041.48	4,868,335.42	5,383,897.22	5,636,678.33	5,759,686.01	5,836,094.81	5,909,114.77	5,945,053.31	5,978,898.45	6,006,559.85
Percentage	0.47	7.43	46.35	76.35	84.55	88.53	90.45	91.65	92.80	93.37	93.90	94.35
Levy 2014 (14-15 YR)												
6,062,874.30	OCT 2014	NOV 2014	DEC 2014	JAN 2015	FEB 2015	MAR 2015	APR 2015	MAY 2015	JUN 2015	JUL 2015	AUG 2015	SEPT 2015
Adjustments	60,733.51	60,140.93	56,698.99	53,665.41	34,516.60	24,796.93	23,579.34	27,488.04	24,224.31	23,656.24	22,138.85	22,138.85
Adjst'd Levy	6,123,607.81	6,123,015.23	6,119,573.29	6,116,539.71	6,097,390.90	6,087,671.23	6,086,453.64	6,090,362.34	6,087,098.61	6,086,530.54	6,085,013.15	6,085,013.15
Collections	16,215.04	492,588.40	2,645,528.79	4,602,715.11	5,106,457.36	5,336,845.78	5,422,212.16	5,505,371.53	5,593,139.34	5,669,786.37	5,702,816.66	5,720,270.90
Percentage	0.26	8.04	43.23	75.25	83.75	87.67	89.09	90.39	91.89	93.15	93.72	94.01
Levy 2013 (13-14 YR)												
6,026,969.81	OCT 2013	NOV 13	DEC 13	JAN 14	FEB 14	MAR 14	APR 14	MAY 14	JUN 14	JUL 2014	AUG 2014	SEPT 14
Adjustments	(34.83)	4,339.90	2,590.79	(5,378.19)	(6,015.81)	(8,260.56)	(11,819.73)	(8,375.80)	(12,883.52)	(15,059.23)	(15,348.77)	(16,498.87)
Adjst'd Levy	6,026,934.98	6,031,309.71	6,029,560.60	6,021,591.62	6,020,954.00	6,018,709.25	6,015,150.08	6,018,594.01	6,014,086.29	6,011,910.58	6,011,621.04	6,010,470.94
Collections	32,279.62	601,876.01	2,596,943.90	4,373,398.17	4,986,813.44	5,265,476.99	5,363,199.71	5,431,795.38	5,510,781.54	5,573,532.08	5,598,332.25	5,620,809.41
Percentage	0.54	9.98	43.07	72.63	82.82	87.49	89.16	90.25	91.63	92.71	93.13	93.52
Levy 2012 (12-13 YR)												
5,863,668.66	OCT 2012	NOV 12	DEC 12	JAN 13	FEB 13	MAR 13	APR 13	MAY 13	JUN 13	JUL 2013	AUG 2013	SEP 13
Adjustments	-	-	7,624.63	8,071.65	6,337.14	25,567.07	(6,855.00)	(7,107.30)	(13,669.36)	(13,669.36)	(14,510.29)	(15,355.04)
Adjst'd Levy	5,863,668.66	5,863,668.66	5,871,293.29	5,871,740.31	5,870,005.80	5,889,235.73	5,856,813.66	5,856,561.36	5,849,999.30	5,849,999.30	5,849,158.37	5,848,313.62
Collections	2,857.95	394,574.30	2,403,399.43	4,142,161.70	4,771,528.55	5,056,363.27	5,208,931.41	5,298,704.35	5,376,134.09	5,421,008.00	5,450,025.91	5,464,167.23
Percentage	0.05	6.73	40.93	70.54	81.29	85.86	88.94	90.47	91.90	92.67	93.18	93.43
Levy 2011 (FY 11-12)												
5,807,342.89	Oct 11	Nov 11	Dec 11	Jan 12	Feb 12	Mar 12	Apr 12	May 12	Jun 12	JUL 2012	AUG 2012	Sept 12
Adjustments	(434.68)	9,757.00	7,191.02	6,935.04	6,744.28	2,616.92	1,327.13	(8,800.15)	(8,800.15)	(8,800.15)	(8,800.15)	(16,234.68)
Adjst'd Levy	5,806,908.21	5,817,099.89	5,814,533.91	5,814,277.93	5,814,087.17	5,809,959.81	5,808,670.02	5,798,542.74	5,798,542.74	5,798,542.74	5,798,542.74	5,791,108.21
Collections	25,371.26	392,871.83	2,396,193.95	4,155,865.79	4,708,746.12	4,965,341.54	5,065,102.65	5,150,088.82	5,222,129.74	5,277,964.33	5,311,263.11	5,330,189.09
Percentage	0.44	6.75	41.21	71.48	80.99	85.46	87.20	88.82	90.06	91.02	91.60	92.04
Levy 2010 (FY 10-11)												
5,689,359.60	Oct 10	Nov 10	Dec 10	Jan 11	Feb 11	Mar 11	Apr 11	May 11	Jun 11	Jul 11	Aug 11	Sept 11
Adjustments	(369.63)	(2,132.72)	(365.30)	(4,388.62)	(4,901.42)	(5,178.87)	(6,706.52)	(2,962.02)	(4,257.62)	(11,079.53)	(11,173.60)	(11,810.88)
Adjst'd Levy	5,688,989.97	5,687,226.88	5,688,994.30	5,684,970.98	5,684,458.18	5,684,180.73	5,682,653.08	5,686,397.58	5,685,101.98	5,678,280.07	5,678,186.00	5,677,548.72
Collections	11,208.32	303,322.85	2,229,933.43	3,961,301.50	4,493,973.39	4,795,345.18	4,910,935.95	5,002,794.49	5,110,911.55	5,160,040.97	5,182,936.93	5,202,931.77
Percentage	0.20	5.33	39.20	69.68	79.06	84.36	86.42	87.98	89.90	90.87	91.28	91.64

Levy 2009 (FY 09-10)												
5,701,885.79												
Adjustments												
Adjusted Levy	5,701,885.79	7,424.84	16,530.13	14,684.93	14,684.93	(14,062.27)	(15,130.69)	(14,892.39)	(21,523.95)	(22,109.34)	(23,755.08)	(24,108.71)
	5,701,885.79	5,709,310.63	5,718,415.92	5,716,570.72	5,716,570.72	5,687,823.52	5,686,755.10	5,686,993.40	5,680,361.84	5,679,776.45	5,678,130.71	5,677,777.08
Collections	20,202.08	312,328.39	2,062,388.58	3,825,229.28	4,409,951.58	4,628,745.47	4,740,932.15	4,854,551.44	4,950,637.34	5,007,393.58	5,051,197.80	5,080,118.00
Percentage	0.35	5.47	36.07	66.91	77.14	81.38	83.37	85.36	87.15	88.16	88.96	89.47
Levy 2008 (FY 08-09)												
5,024,376.42												
Adjustments	2,627.82	36,019.13	60,676.90	60,676.90	52,123.47	29,177.11	27,155.50	23,864.16	23,055.80	23,055.80	23,047.86	22,638.15
Adjusted Levy	5,027,004.24	5,060,395.55	5,085,053.32	5,085,053.32	5,076,499.89	5,053,553.53	5,051,531.92	5,048,240.58	5,047,432.22	5,047,432.22	5,047,424.28	5,047,014.57
Collections	58,594.96	304,883.37	1,731,394.12	3,322,372.84	3,910,956.49	4,110,332.08	4,204,850.46	4,313,453.83	4,404,354.93	4,469,283.70	4,497,381.41	4,525,948.61
Percentage	1.17	6.02	34.05	65.34	77.04	81.34	83.24	85.44	87.26	88.55	89.10	89.68
Levy 2007 (FY 07-08)												
4,465,732.01												
Adjustments	5,634.29	25,650.41	26,468.55	26,317.38	23,912.91	53,985.03	70,876.85	70,208.10	75,527.65	75,857.78	75,857.78	71,443.44
Adjusted Levy	4,471,366.30	4,491,382.42	4,492,200.56	4,492,049.39	4,489,644.92	4,519,717.04	4,536,608.86	4,535,940.11	4,541,259.66	4,541,589.79	4,541,589.79	4,537,175.45
Collections	-	174,014.26	1,414,513.24	2,700,830.81	3,404,823.73	3,610,562.37	3,725,312.50	3,818,853.23	3,936,124.72	3,996,774.34	4,047,092.33	4,084,101.82
Percentage	-	3.87	31.49	60.12	75.84	79.88	82.12	84.19	86.67	88.00	89.11	90.01
Levy 2006 (FY 06-07)												
3,969,895.75												
Adjustments	652.70	3,094.18	3,880.78	2,673.19	2,956.92	1,511.22	1,882.04	4476.77	4,476.77	4,196.49	3,820.62	3,820.62
Adjusted Levy	3,970,548.45	3,972,989.93	3,973,776.53	3,972,568.94	3,972,852.67	3,971,406.97	3,971,777.79	3,974,372.52	3,974,372.52	3,974,092.24	3,973,716.37	3,973,716.37
Collections	7,623.95	256,052.80	1,252,142.50	2,367,711.39	2,955,181.63	3,152,274.42	3,241,653.45	3,311,256.82	3,396,702.55	3,450,406.31	3,507,247.07	3,543,750.21
Percentage	0.19	6.44	31.51	59.60	74.38	79.37	81.62	83.32	85.47	86.82	88.26	89.18
Levy 2005 (FY 05-06)												
3,624,334.79												
Adjustments	11,601.05	27,324.77	27,418.24	26,296.99	25,427.27	25,748.58	25,804.16	25,728.96	25,963.46	25,963.46	25,282.63	24,069.10
Adjusted Levy	3,635,935.84	3,651,659.56	3,651,753.03	3,650,631.78	3,649,762.06	3,650,083.37	3,650,138.95	3,650,063.75	3,650,298.25	3,650,298.25	3,649,617.42	3,648,403.89
Collections	235,068.44	1,216,067.43	1,485,867.17	2,145,921.90	2,680,117.58	2,859,160.58	2,942,344.67	3,001,789.83	3,069,943.94	3,123,142.83	3,160,234.59	3,184,175.39
Percentage	6.47	33.30	40.69	58.78	73.43	78.33	80.61	82.24	84.10	85.56	86.59	87.28
PREPARED BY: Leroy Gonzales												March 16, 2021